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AGENDA

ORDINARY MEETING OF COUNCIL FOR WEDNESDAY 25 OCTOBER 2017 TO BE HELD AT COBRAM CIVIC CENTRE COMMENCING AT 6:00 PM

1. CALLING TO ORDER - CEO

RECORDING

Consistent with section 72 of our Meeting Procedures Local Law, Council officers have been authorised to record the public session of this meeting using an audio recording device.

2. PRAYER

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

Amen

3. ACKNOWLEDGEMENT OF COUNTRY

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

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

Recommendation: "That the minutes of the Ordinary Council Meeting held on Wednesday, 27 September 2017, as prepared, be confirmed."

8. COUNCILLOR REPORTS

COUNCILLORS TO PROVIDE VERBAL REPORTS

9. OFFICER REPORTS FOR DETERMINATION

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- 17. CONFIDENTIAL BUSINESS
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SHEPPARTON - MELBOURNE RAIL CORRIDOR

RECOMMENDATION

That Council confirm its in principle agreement to join a strategic alliance with Mitchell, Shepparton and Strathbogie Councils to advocate for improved rail connectivity to Melbourne and contribute financially to further economic assessment work based on a future MOU and agreed funding split.

1. Executive Summary

Greater Shepparton, Mitchell, Moira and Strathbogie Shire Council representatives met on the 18 August 2017 regarding the infrastructure upgrades on the Shepparton to Melbourne rail corridor. It was agreed at this meeting that all four councils consider establishing an alliance calling for an immediate substantive improvement to passenger rail services between Melbourne and Shepparton. This upgrade is required to achieve eight VLocity services with a journey time of two hours and 10 minutes.

2. Background and Options

Melbourne to Seymour and Shepparton is the only regional rail corridor from Melbourne that was not part of the former Regional Fast Rail project (2002-2006) and little has changes since. The more recent \$4 billion Regional Rail project provided further significant enhancement to Geelong, Ballarat and Bendigo line services but had no bearing on North –Eastern or Goulburn Valley Services.

Further information is provided in the attached document which seeks to put some order, rationale and scope descriptions into the array of projects. The projects include those on the direct Melbourne-Seymour/Shepparton corridor and connecting lines, those in the metropolitan area that interact with the corridor and other wider development projects that will also have a direct or indirect effect on the corridor.

3. Financial Implications

It was also discussed at the meeting on 18 August 2017 that a further economic assessment for the rail corridor would be undertaken to consider benefits of improved passenger rail for the wider region. Greater Shepparton have now asked the other Councils to confirm any financial support they would provide towards this additional Study.

4. Risk Management

Issues can be resolved and passenger services to Seymour and Shepparton progressively enhanced through a well-planned and sensibly implemented programs of short, medium and longer term infrastructure investments

5. Internal and External Consultation

Greater Shepparton, Mitchell, Moira and Strathbogie Shire Council representatives met on the 18 August 2017.

6. Regional Context

The four councils working together will provide a stronger and broader advocacy platform for the provision of improved passenger rail services for the whole rail corridor

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

7. Council Plan Strategy

A Thriving Local Economy.

8. Legislative / Policy Implications

At the Greater Shepparton September Ordinary Council Meeting, the Shepparton Council resolved to work with the four councils and to develop a Memorandum of Understanding to advocate for improved rail services.

9. Environmental Impact

There are no environmental impact considerations associated with this report.

10. Conflict of Interest Considerations

There are no environmental impact considerations associated with this report.

11. Conclusion

Moira Shire Council along with Greater Shepparton, Mitchell and Strathbogie Shires have agreed to establish an alliance calling for an immediate substantive improvement to passenger rail services between Melbourne and Shepparton.

The next step in this process is to confirm Council's funding contribution towards a further economic assessment for the rail corridor would be undertaken to consider benefits of improved passenger rail for the wider region.

Attachments

1 The Shepparton - Melbourne Rail Corridor

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Greater Shepparton City Council

THE SHEPPARTON – MELBOURNE RAIL CORRIDOR



A Guide to Proposed and Planned Infrastructure Projects

July 2017

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ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

The Shepparton – Melbourne Rail Corridor A Guide to Proposed and Planned Infrastructure Projects

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2. A THRIVING LOCAL ECONOMY	

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

The Shepparton – Melbourne Rail Corridor A Guide to Proposed and Planned Infrastructure Projects

1. Overview

Prepared for the City of Greater Shepparton, this paper sets out details and a logical sequence for implementation of proposed and planned rail infrastructure projects that have relevance to the Melbourne-Shepparton rail corridor.

Shepparton is Victoria's fourth largest regional centre. However, its present rail services do not cater well for the area's increasing population – currently approximately 67,000 with over 90,000 in its catchment area extending to the NSW and beyond. Passenger demand is depressed due to the limited relevance of the timetables to customer needs, uncompetitive journey times and aging rolling stock. The rail service deficiencies are mainly a product of inadequate infrastructure which has received little significant investment over a very long period.

Melbourne to Seymour and Shepparton is the only regional rail corridor from Melbourne that was not part of the former Regional Fast Rail (RFR) project (2002-2006) and little has changed since. The more recent \$4 billion Regional Rail Link (RRL) project provided further significant enhancement to Geelong, Ballarat and Bendigo line services but had no bearing on North-Eastern or Goulburn Valley services. The Ballarat line received a further \$518 million allocation in the 2016/17 State Budget for major upgrading while the Gippsland line received \$435 million in the 2017/18 State Budget for the same purpose.

Shepparton and the Goulburn Valley region is significantly disadvantaged relative to the other major regional centres within a comparable distance from Melbourne. For example, Bendigo with a catchment area of similar size and distance from Melbourne, but with almost 50% greater population, currently has 22 weekday services each way to and from Melbourne. From January 2017, Shepparton has four. Significant improvement in service frequency will not be possible without appropriate infrastructure investment.

Shepparton trains are also much slower than those on the Bendigo line. The fastest Bendigo service takes 92 minutes at an average speed of 106 km/h. The fastest Shepparton service takes 145 minutes - an average speed of 75 km/h. Investment since 2002, both in new rolling stock and the Bendigo line infrastructure explains almost all of the difference. Shepparton trains are actually slower now than 20 years ago. They have used the same locomotives and carriages for more than the past 30 years.

Rail passenger services to Seymour and Shepparton are also significantly constrained by developments that will increasingly affect transit of these trains through the metropolitan area. In the absence of other actions, the coming operation of additional metropolitan services on the Craigieburn and Upfield lines and later, electrification to service the burgeoning Wallan, Beveridge and Donnybrook areas, will further impede Seymour and Shepparton services. The result will be that no satisfactory regional passenger service will be possible on this corridor when the infrastructure is shared with an intensively operated metropolitan service.

All of these issues can be resolved and passenger services to Seymour and Shepparton progressively enhanced through a well planned and sensibly implemented programme of short, medium and longer term infrastructure investments along the Melbourne-Seymour/Shepparton rail corridor, including the longer term diversion of these services to operate via Melbourne Airport. These

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

investments must also be dovetailed with other planned projects on the relevant corridors within the metropolitan area.

There are also proposals for conversion of the corridor from broad gauge broad gauge (1600 mm or 5'3") network to standard gauge (1435 mm or 4'8½") in line with similar gauge standardisation works being implemented elsewhere on the Victorian rail network.

While the overall cost of a basic gauge conversion scheme for the Goulburn Valley and connecting lines is likely to be relatively modest at around \$100 million (including conversion of passenger rolling stock), the main benefits of such a project would accrue to freight, rather than to passenger traffic. In part, this is because standardisation would encourage multiple rail operators to enter the Victorian market, thus providing more aggressive competition with long distance road transport. The likely result is that increased volumes of rice, grain and other commodities would be transported by rail and other new opportunities would also emerge for rail freight.

A basic conversion scheme would not, of itself, involve any upgrading of the existing railway, but would simply reduce the distance between the rails by 165 mm, generally by using mechanised equipment to relocate one rail on the existing timber or gauge convertible concrete sleepers and track modifications on bridges and through level crossings. It would also require conversion to dual gauge of several tracks in Seymour and Echuca yards and associated signalling alterations.

If undertaken in the short term, standardisation of the Goulburn Valley lines as a standalone project would result in passenger and freight traffic being diverted from the broad gauge double line south of Seymour onto the single standard gauge line controlled by ARTC. This has significant downsides for efficient operation of Shepparton passenger services, and would raise many of the issues that have plagued V/Line Melbourne-Albury services since their conversion to standard gauge in 2011. That service has endured ongoing disruption and very poor reliability which has seriously damaged its reputation. This may also be partly attributable to the split responsibility between ARTC for infrastructure and V/Line for rolling stock and operations. There is ample anecdotal evidence to suggest that this has blurred accountability and led to ongoing blame shifting.

A more strategic and sustainable approach would be for gauge conversion of all broad gauge infrastructure north of Wallan to coincide with the proposed Melbourne Airport to Wallan link as detailed in this paper. It would also include conversion of the broad gauge lines between Wallan and Seymour and, once upgraded, enable Albury line passenger trains to again use the double track former broad gauge lines south of Seymour. Under this scenario, all north-eastern passenger trains would be diverted via the Melbourne Airport link, interchanging with metropolitan services at Wallan. Standard gauge freight trains would continue to use the ARTC corridor. This would produce an optimal outcome for both passenger and freight traffic.

This paper seeks to put some order, rationale and scope descriptions into the array of projects, some proposed in the March 2017 Passenger Services Improvements report to the Council¹, and others being implemented or proposed in Government documents and plans, that will be required over the coming years to overcome the present infrastructure deficiencies. The projects include those on the direct Melbourne-Seymour/Shepparton corridor and connecting lines, those in the metropolitan area that interact with the corridor and other wider development projects that will also have a direct or indirect effect on the corridor.

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[&]quot;Shepparton Passenger Services Project – Passenger Improvements – 2017 Updated Report, GHD March 2017

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

In this context, the paper deals with the following projects:

Seymour-Shepparton corridor and connecting lines - Passenger and Freight Projects

- Seymour track and signalling alterations
- Seymour-Shepparton level crossings upgrading
- Mangalore-Shepparton track upgrade Class 3 to Class 2
- Seymour-Shepparton Automatic Block signalling to replace Train Orders safeworking system
- Tabilk new 1500m crossing loop
- · Shepparton VLocity stabling and servicing facility
- · Shepparton expanded train crew facilities
- Seymour-Shepparton standard gauge conversion
- Shepparton Tocumwal and (if reopened)Shepparton-Dookie standard gauge conversion
- Toolamba Echuca Deniliquin standard gauge conversion

Melbourne-Seymour corridor (excluding metropolitan projects)

- Inland Rail –lowering of rail tracks beneath overline structures Melbourne-Mangalore for double stacking
- Craigieburn-Seymour provision of Automatic Block signalling
- Interim Wallan turnback facility
- Wallan and Donnybrook station upgrading
- Beveridge new station
- Lockerbie new station
- Dysart-Seymour duplication of Goulburn River bridge
- Wallan Seymour track upgrade Class 2 to Class 1 using gauge convertible sleepers
- · Wallan-Seymour standard gauge conversion

Metropolitan area projects (relevant to the Seymour/Shepparton corridor)

- Essendon Buckley Street level crossing removal
- Essendon turnback facility
- · Glenroy Glenroy Road level crossing removal
- · Melbourne Metro completion
- · Upfield diversion comprising:
 - o Gowrie-Upfield duplication
 - o Upfield-Roxburgh Park rehabilitation, duplication, electrification
 - o Roxburgh Park -grade separated junction
 - o Roxburgh Park Craigieburn quadruplication
 - Craigieburn additional platforms
- Craigieburn Wallan electrification
- Wallan Interchange facility and metro train stabling

Wider network development projects

- Inland Rail new connection Albion to Truganina for access to proposed WIFT facility
- New Western Interstate Freight Terminal (WIFT) facility at Truganina
- Southern Cross Melbourne Airport railway
- Airport Oaklands Junction link
- · Oaklands Junction Wallan link (via OMR)

Section 2 of the paper provides an overview of the most likely sequencing of these projects assuming they are progressively funded and approved for implementation.

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Section 3 of the paper provides a generalised appreciation of the project outcomes, particularly as to the benefits which are expected to accrue to Shepparton, the wider Goulburn Region and Victoria as a whole.

Section 4 is a detailed listing, project by project, showing in each case:

- · Project high level description and scope
- Potential timing
- Likely cost
- Potential funding source
- Project precursors (where applicable)
- Purpose and benefits
- Timing implications
- Network and operational implications
- Explanatory notes

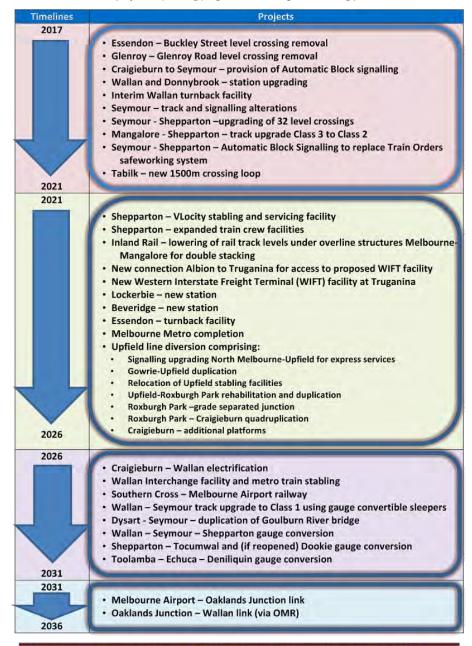
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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

2. Infrastructure implementation sequencing

Below is an indicative project sequencing programme covering the following periods:



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ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

3. Project outcomes

The projects listed above are important enablers for a range of significantly improved passenger and freight services, many of which will be of direct benefit to Shepparton and the wider Goulburn Region. The potential outcomes are listed below in timelines corresponding to those in Section 2.

By 2021:

- Loco-hauled passenger trains replaced with VLocity railcars operating up to 8 return trips on weekdays and 7 on weekends with average trip times of 2 hours, 20 minutes via Broadmeadows for services running express between Seymour and Broadmeadows.
 Regional/metro interchange retained at Broadmeadows.
- Additional freight services operate between Melbourne and Tocumwal, making use of the crossing loop at Tabilk.

Between 2021 and 2026:

VLocity railcars operating 9 return trips on weekdays and 8 on weekends with average trip
times of 2 hours 15 minutes via Upfield for services running express between Seymour and
Craigieburn. Regional/metro interchange relocated to Craigieburn.

Between 2026 and 2031:

VLocity railcars operating 9 return trips on weekdays and 8 on weekends with average trip
times of 2 hours 15 minutes via Upfield for services running express between Seymour and
Craigieburn. Slower trip times through the metropolitan area following electrification to
Wallan are offset by faster running between Wallan and Seymour following track upgrading.
Regional/metro interchange relocated to Wallan.

Between 2031 and 2036:

- New bi-modal trains introduced in preparation for services to be diverted via Melbourne Airport.
- New bi-modal trains replace VLocity railcars and operating 10 return trips every day with
 average trip times of 1 hour 55 minutes to Southern Cross via Melbourne Airport (1 hour 40
 minutes to the Airport). From Seymour, services stop at Wallan, Melbourne Airport and
 Sunshine only. Regional/metro interchange at Wallan and Sunshine.

Possibilities beyond 2036:

- High Speed Trains operating Melbourne to Sydney and Canberra via Melbourne Airport,
 Shepparton and Albury/Wodonga.
- · Reopening of passenger services Melbourne to Echuca via Toolamba and Kyabram.
- Reopening of freight line Tocumwal to Narrandera enabling diversion of Griffith area freight trains via Shepparton and providing an alternative inland rail corridor Melbourne to Brisbane via Shepparton.
- Rail freight bypass line added to Goulburn Valley Highway bypass with connection to major GV Link intermodal freight terminal and freight precinct.

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

4. Detailed project listings

Project high level	Inland Rail – lowering of rail track levels under overline structures Melbourne-
description and	Mangalore for double stacking
scope	As an integral part of the Melbourne-Brisbane Inland Rail project, the existing ARTC
	standard gauge line has to be lowered beneath overline bridges at approximately 18
	locations between Albion and Mangalore to provide 7.1m clearance above rail level so
	as to enable double stacking of containers on rail wagons.
Potential timing	Complete by 2024
Likely cost	Approximately \$250 million
Potential funding	Commonwealth Government equity contribution to ARTC
source	
Project precursors	None
(where applicable)	
Purpose and	To enable double stacking of containers between Melbourne and Brisbane and between
benefits	Melbourne and Perth (both via Parkes). Benefits are reduced unit costs for line haul of
	containers through improved asset utilisation.
Timing	Intention is to complete by 2024 so that double stacking of containers can occur
implications	between Melbourne and Brisbane via Inland Rail from day one of operations. For this to
	occur, the WIFT facility project also needs to be completed as double stacking is not
	possible via the existing corridor into the Melbourne Dynon area freight terminals,
	principally due to the tight dimensions of the Bunbury Street tunnel under Footscray.
Network and	The major implication of this project is an anticipated major uplift in the rail market
operational	share of freight (possible 300% increase over 5 years) between Melbourne and Brisbane.
implications	In addition, to take advantage of its potential double stacking capability, some
	Melbourne-Perth services which now operate via Adelaide, are likely to be diverted to
	instead operate via Parkes and Broken Hill. These factors could produce an up to four-
	fold increase in train numbers operating on the ARTC corridor between Melbourne and
	Albury. In turn, this will drive the need for early consideration of completing duplication
* and the second second second second	of the standard gauge line between Jacana and Seymour.
Explanatory notes	Provision of double stacking clearance has to occur over the entire route of the
	proposed Melbourne-Brisbane Inland Rail corridor before it can be utilised as such. In
	addition, the proposed WIFT terminal facility and its connecting links to the ARTC
	network would need to become operational as double stack trains cannot operate from
	the present Melbourne end interstate rail terminals in the Dynon area. When
	completed, these projects will also allow trains conveying double stacked containers to
	operate between Melbourne and Perth, running via Albury, Parkes and Broken Hill
	instead of via Adelaide.



Double stack container train

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	New connection Albion to Truganina for access to proposed WIFT facility. The
description and scope	WIFT project at Truganina is complementary to, but not part of the Melbourne- Brisbane Inland Rail Project. To connect to the proposed WIFT site, a new two-track rail corridor is to be established between a point north of Albion on the ARTC
	interstate line and Truganina, as shown on the attached maps
Potential timing	Complete by 2024
Likely cost	Approximately \$500 million
Potential funding source	Anticipated Commonwealth Government equity contribution to ARTC
Project precursors (where applicable)	The proposed corridor has yet to be protected through Planning Scheme amendments and subsequent acquisition processes.
Purpose and	To provide access to the proposed Western Interstate Freight Terminal (WIFT) at
benefits	Truganina. Benefits are to enable introduction of double stacking of containers
	between Melbourne, Brisbane and Perth (via Parkes) and overall improved terminal
	capacity and efficiency for interstate and other rail freight services
Timing	Intention is to complete by 2024 so that double stacking of containers can occur
Implications	between Melbourne and Brisbane via Inland Rail from day one of operations. For
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	this to occur, in addition to the new rail corridor between Albion and Truganina to
	provide a connection into the proposed WIFT facility, the modification of rail tracks
	beneath all overline structures also needs to be completed as double stacking is not
	possible via the existing corridor into the Melbourne Dynon area freight terminals,
	principally due to the tight dimensions of the Bunbury Street tunnel under
	Footscray.
	This project can be regarded as an interim solution as the longer term proposition is
	to connect the WIFT facility directly into the Outer Metropolitan Ring (OMR)
	corridor from its western boundary with rail connections both north-east towards
	Sydney and Brisbane and south-west towards Adelaide and Perth.
Network and	The proposed new corridor will interface with the existing ARTC interstate corridor
operational	approximately 1km north of Albion through an at-grade junction. This connection
implications	will be used for trains to and from Albury, Sydney and Brisbane. Trains proceeding
	to and from Adelaide and Perth will use a connecting link which interfaces with the
	existing ARTC interstate corridor near Albion station through a further at-grade
	junction (see accompanying map). Westbound trains would then travel via
	Tottenham Junction, Brooklyn and Newport before proceeding directly towards
	Geelong.
	Provision of double stacking clearance has to occur over the entire route of the
	proposed Melbourne-Brisbane Inland Rail corridor before it can be utilised as such.
	When completed, this will also allow trains conveying double stacked containers to
	operate between Melbourne and Perth, running via Albury, Parkes and Broken Hill
	instead of via Adelaide.
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Explanatory notes	

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

To replace existing congested freight terminals in the Dynon area and release some existing railway land for redevelopment. Benefits and overall improved terminal capacity and efficiency for interstate and other rail freight services Timing implications Timing operational implications Once fully operational, WiFT should effectively release the existing South Dynon and North Dynon property will eventually be released to the Property Development market while South Dynon could be integrated with Port of Melbourne's operations. In turn, this should substantially diminish the number of long freight trains running between South Dynon Junction and Tottenham Junction and free up		
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		movements.
Explanatory notes	Explanatory notes	

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Seymour – track and signalling alterations. Involves provision of a new turnout immediately north of No.3 platform at Seymour, connection to a former stabling siding and its extension to 160 metres in length to accommodate a 6-car VLocity train.
Potential timing	As soon as practicable
Likely cost	Approximately \$4 million.
Potential funding source	State or Commonwealth Government budget allocation
Project precursors (where applicable)	None
Purpose and	To enable simultaneous arrivals and departures at Seymour of broad gauge
benefits	services. Benefits are to facilitate operation of additional passenger and freight
	services between Melbourne, Seymour and Shepparton by virtue of increasing
	corridor capacity through more expeditious crossing of trains at Seymour.
Timing implications	Needed to accommodate additional passenger or freight services operating between Seymour and Shepparton.
Network and operational implications	Seymour station and yard, as presently configured, cannot accept simultaneous arrivals from both the Melbourne and Shepparton directions as there is no overrun protection at the Down (northern) end of the station. To overcome this situation, it is proposed to install a new turnout beyond the Down end of No.3 platform and connect it to the Shed Road track, together with an extension of the Stabling Road to a minimum of 160 metres in length in order to accommodate a 6-car VLocity consist or equivalent (see diagrams below). Provision of the new stabling track will eliminate the need for trains requiring short term daytime stabling to proceed across the ARTC interstate corridor in order to access the Seymour Loco depot area.
Explanatory notes	as one third inscious serious in order to december a seymout accordance.



Seymour station and yard (Down end) showing proposed alterations to permit simultaneous arrivals in each direction



Aerial photograph of Seymour station and yard (Down end) showing proposed alterations

The Shepparton-Melbourne Rail Corridor – A Guide to Proposed and Planned Infrastructure Projects

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Seymour-Shepparton – level crossings upgrading. Involves upgrading of 32 level crossings between Seymour and Shepparton that do not meet current standards and minor adjustments to 12 existing RFR standard crossings beyond Mangalore to handle the increased speed of VLocity railcars.
Potential timing	As soon as practicable
Likely cost	\$19.5 million
Potential funding source	State Budget allocation
Project precursors (where applicable)	None
Purpose and	To enable operation of VLocity railcars between Melbourne and Shepparton.
benefits	Benefits are to increase safety for road users, rail passengers and train crew when traversing the respective level crossings.
Timing implications	Required prior to VLocity railcars being allowed to operate regular passenger services between Seymour and Shepparton.
Network and operational implications	The current level crossing situation between Seymour and Shepparton is summarised in the table below. All 32 level crossings currently equipped with flashing lights only and passive protection only will require upgrading to full RFR standards before VLocity trains can operate on the corridor. The eight occupation crossings will require individual assessment and may also require additional minor treatment such as new gates with special locks or frangible gates that are permanently locked but can be forced open if necessary, e.g. by emergency services vehicles. These improvements will provide safety benefits to all road users in the areas concerned and also be of general benefit for rail freight and passenger operations.
Explanatory notes	

	RFR standard	Flashing	Passive only	Occupation	Total
Line section	(flashing lights	lights only	(Stop or Give	crossings (no	number
	and booms)		Way signs)	protection)	
Seymour-Mangalore	1		1		2
Mangalore-Nagambie	2	4	5	1	12
Nagambie-Murchison East	4		9	1	14
Murchison East-Toolamba	1	1	6	4	12
Toolamba-Mooroopna	1	1	5	2	9
Mooroopna-Shepparton	4				4
Totals	13	6	26	8	53

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Mangalore-Shepparton – track upgrade Class 3 to Class 2. This project involves replacement of very old 45kg/m rail between Mangalore and Murchison East with new 50kg/m rail, a minor program of sleeper replacement between Mangalore and Shepparton and miscellaneous associated works.
Potential timing	As soon as practicable
Likely cost	In the range of \$22 to \$29 million
Potential funding	State Budget allocation (routine maintenance elements could be partly funded from
source	V/Line's asset management budget).
Project precursors (where applicable)	None
Purpose and	To enable 130km/h operation of VLocity railcars and 115 km/h operation of
benefits	locomotive hauled passenger trains between Mangalore and Shepparton. Benefits
	include faster trip times for passengers and improved train crew productivity and asset utilisation.
Timesimo	Operation of VLocity railcars between Seymour and Shepparton will be limited to
Timing implications	
tio price statis	existing speeds of 95-100 km/h until the upgrade to Class 2 standard has been undertaken.
Marriage	
Network and	The Shepparton line is already at Class 2 standard between Seymour and Mangalore
operational implications	(11 km). The remaining 72 km beyond Mangalore is likely to require some attention
implications	for it to be upgraded from Class 3 to Class 2 standard, thus permitting VLocity DMUs
	to operate at up to 130 km/h on suitably aligned track. Based on general
	observation, the Mangalore to Shepparton section of track is in reasonable
	condition with rail joints continuously welded and sleepers, ballast and drainage
	also in average to good condition. Major bridge renewals and decking upgrading
	have recently been undertaken in the vicinity of Toolamba and Mooroopna. A
	number of level crossings have also been reconditioned in recent times, having
	been re-laid with concrete sleepers and a third rail making provision for future gauge standardisation.
	However, the rail between Mangalore and Murchison East (38 km) is very old 45
	kg/m section that was cascaded from the main north-eastern line many years ago.
	An allowance has been made for this to be replaced with new 50 kg/m rail,
	including installation. Allowance has also been made for a minor tie cycle between
	Mangalore and Shepparton (sleeper renewal at 200/km) and track re-surfacing. A
	further allowance has been included for miscellaneous associated works such as
	drainage improvement, replacement of turnout bearers, vegetation control,
Fundamental	localised rail grinding, etc.
Explanatory notes	To the extent that future sleeper installation between Seymour and Shepparton
	uses concrete instead of timber sleepers, these must be of the gauge convertible
	type in anticipation that the Shepparton/Tocumwal and connecting lines will be
	converted to standard gauge in the foreseeable future.

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and	
	Seymour-Shepparton – Automatic Block Signalling to replace Train Orders
scope	safeworking system. Involves installation of a new signalling system to control all
Suppo	train movements between Seymour and Shepparton, remotely controlled from
	Melbourne. This would replace the existing manual Train Orders safeworking
	system which currently requires a delay for Down trains at Seymour and is relatively
	inflexible. The proposed system would provide for a new crossing loop at Tabilk
	(see separate item), allow for follow-on movements and also remotely control
	access to sidings at Murchison East and Mooroopna and the Echuca line junction at
	Toolamba.
Potential timing	As soon as practicable
Likely cost	\$10 to 14 million, excluding a new crossing loop.
Potential funding	State Budget allocation
source	
Project precursors	Suitable communications infrastructure. (This will require further investigation at
(where applicable)	the concept design stage – likely to involve managed services provided via VicTrack
	and Telstra).
Purpose and	To improve track capacity by introducing closer headways (follow-on movements),
benefits	expediting train crosses and eliminating dwell time at Seymour for Shepparton
	services. Benefits include capacity to run additional services and improved overall
	operating flexibility and efficiency.
Timing	The existing Train Orders system will be unable to support more than a Shepparton
implications.	five trains each way service frequency.
Network and	The new remotely controlled signalling system between Seymour and Shepparton
operational	would effectively divide the line into four block sections, i.e. Seymour to Tabilk
implications	Loop, Tabilk Loop to Murchison East, Murchison-East to Toolamba and Toolamba to
	Shepparton, thus enabling limited follow-on movements in each direction. Apart
	from the proposed new Tabilk crossing loop, the system would also remotely
	control entry to intermediate sidings at Murchison East and Moorooppa and control
	the junction to the Echuca line at Toolamba. It will also interface with existing
	and farment of the following mile of the same in the side interior and mile custing
	signal installations at Seymour and Shepparton.

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

THE COURSE OF SHIP SEC.	
Project high level	Tabilk – new 1500m crossing loop. Involves construction of a new remotely
description and	controlled crossing loop near the site of the former station at Tabilk (between
scope	Mangalore and Nagambie), suitable for crossing opposing passenger trains with
	minimal delay and for accommodating freight trains up to 1200 metres in length.
Potential timing	As soon as practicable
Likely cost	\$14 to 19 million
Potential funding source	State Budget allocation
Project precursors	Suitable communications infrastructure. (This will require further investigation at
(where applicable)	the concept design stage – likely to involve managed services provided via VicTrack and Telstra).
Purpose and	To enable operation of additional passenger and freight services and enhanced
benefits	ability to recover from late running. Benefits include more expeditious train
	crossing, reduced turnaround time at Shepparton for passenger services and
	considerably reduced delays to freight services when interworked with more
	frequent passenger services. In turn, this will substantially improve train crew
	productivity and asset utilisation.
Timing	Should be constructed concurrently with installation of a new Automatic Block
implications	Signalling system between Seymour and Shepparton. While it could be operated
	under the existing Train Orders safeworking system, regular delays would be
	encountered when trains cross at or follow-on from that location.
Network and	While it was previously proposed that the existing crossing loop at Murchison East
operational	be upgraded for this purpose, simulation of a two hour interval passenger timetable
implications	suggests that this would result in excessive turnaround times at Shepparton.
	Instead, it is proposed that a new 1500m long crossing loop (1700m between main
	line turnouts) be constructed between MP 117.4 and 119.1 near the former Tabilk
	station site between Avenel Road (at MP 116.837) and Tabilk-Monea Road (at MP
	119.340) level crossings in the section between Mangalore and Nagambie. The site
	is on straight and near level track and would require minimal earthworks. When
	the new signalling is installed, on-time train crosses there would allow one service
	to pass through the loop at full speed while the opposing train could move slowly
	through the loop until the signals clear. The crossing loop would also have freight
	benefits in facilitating operation of freight trains up to 1200m in length by having
	clear standing room of 1200 metres plus 300 metres for signal overlap.
Explanatory notes	

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Shepparton – VLocity stabling and servicing facility. Involves provision of new overnight stabling and servicing facilities for VLocity railcars, proposed by repurposing and upgrading the former oil company sidings at the Dookie line junction, 2.5km north of Shepparton. Includes enhanced signalling between Shepparton and Dookie Junction.
Potential timing	To be completed prior to introduction of VLocity railcars on the Shepparton line.
Likely cost	\$9 to 12 million
Potential funding	State Budget allocation
Project precursors	Seymour to Shepparton level crossings upgrading, track upgrading and signalling
(where applicable)	improvements sufficient to enable VLocity railcar operations
Purpose and	To provide required security and facilities for overnight servicing and stabling of
benefits	VLocity railcars at Shepparton. Benefits include more expeditious movement of
	trains between Shepparton station and stabling, improved security and more
	efficient servicing facilities. Benefits also accrue to local residents and the local
	economy through increased potential for commercial development in the
	Shepparton station precinct by virtue of locating train stabling and servicing
	functions in an industrial area some distance from residences.
Timing	Should form part of a packaged program for significant passenger service
implications	improvements on the Seymour-Shepparton corridor.
Network and	A security compound for stabling VLocity railcars and additional train crew facilities
operational	will also be needed at Shepparton. The existing Shepparton station yard is
implications	considered unsuitable for this purpose, partly because its use involves avoidable
	shunt manoeuvres, partly because the existing yard sidings are within 100 metres of
	the nearest residences where noise will likely be an issue and particularly because
	the property involved has potential for significant complementary commercial
	redevelopment. Therefore it should not be held for overnight train stabling if other
	acceptable alternatives exist.
	Accordingly, it is proposed that negotiations take place with the existing siding
	owner to adapt part of the former Shell oil sidings complex, some 2.5km north of
	Shepparton station, to provide stabling accommodation for up to 12 VLocity cars,
	together with the normal toilet servicing and water supply facilities required for
	overnight servicing of these vehicles (see diagram below). The facility would have
	two parallel sidings, each 180 metres in length. The estimated cost includes
	alterations to signalling between Shepparton station and the oil sidings, including
	provision for a remote controlled security gate, signalled entry and exit from the
-	sidings, road access from Old Dookie Road and secure car parking for train crews.
Explanatory notes	

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

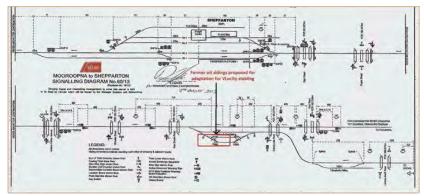


Diagram showing location of proposed VLocity stabling sidings 2.5km north of Shepparton station



Location of proposed VLocity stabling sidings north of Shepparton Station



Entrance to Oil Company sidings to be re-used for VLocity stabling – line to Tocumwal to the left, Dookie to the right

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FILE NO: F17/876		ITEM NO: 9.1.1
2. A THRIVING LOCAL ECONOMY		

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Shepparton – expanded train crew facilities. Involves provision of new or expanded train crew facilities and amenities to support additional train crew required to operate additional passenger services between Melbourne and
Potential timing	Shepparton. Two options – if provided at Shepparton station – as soon as practicable If provided at new stabling sidings – to be integrated with new sidings project.
Likely cost	Approximately \$1 million
Potential funding source	State budget allocation
Project precursors (where applicable)	If provided at Shepparton station – none. If provided at new stabling sidings – commitment to program of works to permit VLocity operations to Shepparton.
Purpose and benefits	To accommodate additional train crew required to operate additional passenger services between Melbourne and Shepparton. Benefits include improved staff amenities and increased secure car parking for train crews.
Timing implications	Necessary to support additional Shepparton line services whenever introduced.
Network and operational implications	As above
Explanatory notes	

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Craigieburn to Seymour - provision of Automatic Block signalling. Involves
description and	provision of new signalling system to replace existing outmoded Double Line Block
scope	safeworking system Includes TPWS (Train Protection and Warning System) overlay.
Potential timing	As soon as practicable
Likely cost	Approximately \$25 million
Potential funding source	State Budget allocation
Project precursors (where applicable)	None
Purpose and	To permit operation of more frequent services (including express passenger and
benefits	freight services) between Melbourne, Seymour and Shepparton. Benefits include
	enhanced safety and increased overall operating flexibility and efficiency.
Timing	Needs to be in place prior to commencement of additional Shepparton passenger
implications	services operated by VLocity railcars, particularly if some of these are express
	services interspersed with Seymour stopping services.
Network and	The existing manual Double Line Block safeworking system is inflexible and can only
operational	operate when block stations are staffed. When all such stations at manned,
implications	minimum headways for follow-on movements are approximately 20 minutes for
	passenger services and up to 30 minutes for freight trains. For satisfactory
	interspersing of express and stopping trains, general minimum headways of around
	10 minutes and nearer to 5 minutes on the approach to Seymour are required.
	Closer headways may also be required between Craigleburn and Wallan to
	accommodate additional services in that line section and in anticipation of future
	electrification.
Explanatory notes	Current Double Block line sections between Craigieburn and Seymour are:
	Craigieburn-Wallan
	Wallan-Kilmore East
	Kilmore East-Broadford
	Broadford-Dysart (Dysart-Seymour single line is controlled from Seymour)
	This is the last remaining example of manual Double Line Block working in Australia



 $\underline{\text{Old Double Line Block safeworking instrument similar to those still in use between Craigieburn and Seymour}\\$

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Interim Wallan turnback facility – involves provision of track and signalling alterations
Potential timing	As soon as practicable - will be required by 2021
Likely cost	\$5 million (using turnouts relocated from Donnybrook)
Potential funding source	State Budget allocation
Project precursors (where applicable)	Additional commuter car parking at Wallan
Purpose and	To allow introduction of additional services between Southern Cross and Wallan to
benefits	meet burgeoning demand from stations (existing and proposed) beyond the
	electrified area at Craigieburn. Benefits include reduced overcrowding, improved
	service frequency and improved rolling stock utilisation.
Timing	Early requirement to enable additional services to operate between Southern Cross
implications	and Wallan. However, additional peak period train paths will be challenging to
	secure pending completion of Upfield diversion project. Will ultimately be replaced
	by Wallan Interchange facility when Craigieburn-Wallan electrification project is implemented.
Network and	Short term installation is compatible with existing locally operated Double Line
operational	Block safeworking system at Wallan or future new signalling system between
implications	Craigieburn and Seymour. Will enable operation of additional shoulder and off-
	peak services between Southern Cross and Wallan however additional peak period
	train paths may be unavailable pending completion of Upfield diversion project.
Explanatory notes	



New crossover required for Interim Wallan Turnback facility

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Wallan and Donnybrook - station upgrading. Expansion of car parking at Wallan
description and	and Donnybrook, extension of Donnybrook Up platform to 160m length and
scope	miscellaneous passenger facility improvements.
Potential firning	Funded in 2017/18 State Budget allocations – construct during 2018
Likely cost	Approximately \$20 million, including property acquisition at Donnybrook
Potential funding source	State budget allocation
Project precursors (where applicable)	Property acquisition at Donnybrook
Purpose and	To improve commuter car parking capacity and passenger amenity at stations in
benefits	high patronage growth areas. Benefits are potentially increased rail market share,
	reduced station dwell time (for Melbourne-bound passengers joining at
	Donnybrook) and generally improved customer satisfaction.
Timing	Commuter car parks at both stations currently overflowing. Currently proposed car
implications	parking expansions likely to be fully utilised within a short period.
Network and	Donnybrook Up platform currently only 50 metres in length, resulting in only the
operational	first two carriages on most trains having platform access. To be increased to 160
implications	metres to conform with the general standard on most regional lines.
Explanatory notes	Donnybrook car parking – proposed increase 120 spaces currently to approx. 250.
	Wallan car parking – proposed increase 281 spaces to approximately 400.

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Beveridge – new station. Involves construction of a new twin platform station approximately 600m south of the Beveridge Road level crossing between Donnybrook and Wallan. DDA compliance will require a new subway or a combination of a footbridge, ramps and lifts.
Potential timing	Uncertain – depends upon timing of adjacent major property development
Likely cost	\$30 to \$80 million depending on scope
Potential funding source	Developer contributions plus State Budget allocation
Project precursors	Additional demand is likely to require additional services from Wallan which cannot
(where applicable)	be provided during peak periods until the Upfield diversion project is in place.
Purpose and	To meet expected travel demand in a high growth area. Benefits are potentially
benefits	increased rail market share and generally improved customer satisfaction.
Timing implications	As above
Network and	An additional station stop will add approximately 2 minutes to overall trip times of
operational	stopping services operating between Southern Cross and Wallan. Construction of
implications	this station will be disruptive as one or more tracks will need to be relocated over a
	distance of some 500 metres to accommodate the additional platform/s.
Explanatory notes	



Site of new Beveridge Station as shown in Lockerbie North Precinct Structure Plan

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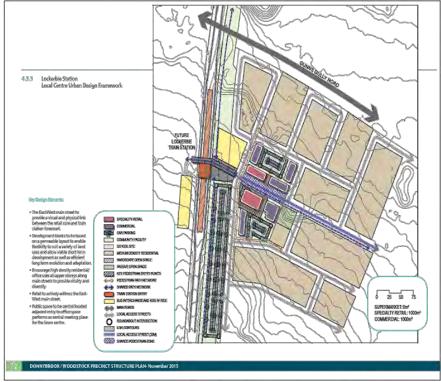
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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Lockerbie – new station. Involves construction of a new twin platform station approximately 3km north of Donnybrook Station between Donnybrook and Wallan. DDA compliance will require a new subway or a combination of a footbridge, ramps and lifts.
Potential timing	Uncertain – depends upon timing of adjacent major property development
Likely cost	\$30 to \$80 million depending on scope
Potential funding source	Developer contributions plus State Budget allocation
Project precursors	Additional demand is likely to require additional services from Wallan which cannot
(where applicable)	be provided during peak periods until the Upfield diversion project is in place.
Purpose and	To meet expected travel demand in a high growth area. Benefits are potentially
benefits	increased rail market share and generally improved customer satisfaction.
Timing	As above
implications	
Network and	An additional station stop will add approximately 2 minutes to overall trip times of
operational	stopping services operating between Southern Cross and Wallan. Construction of
Implications	this station will be disruptive as one or more tracks will need to be relocated over a
	distance of some 500 metres to accommodate the additional platform/s.
Explanatory notes	



Location of proposed new Lockerbie Station as shown in the Donnybrook/Woodstock Precinct Structure Plan

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Dysart-Seymour – duplication of Goulburn River bridge. Potential scheme is to construct a second double track bridge for the ARTC standard gauge interstate corridor and re-convert the 1942 bridge for use by regional passenger services
Potential timing	Likely to be required within 10 years
Likely cost	\$50 million
Potential funding source	State Budget allocation and Commonwealth equity contribution to ARTC
Project precursors (where applicable)	None
Purpose and benefits	To improve overall corridor capacity and enhance service reliability. Benefits include ability to operate more frequent services on the Seymour corridor and elimination of an operational bottleneck that can degrade service reliability.
Timing implications	This 4km short section of single line between Dysart and Seymour has the potential to become an operational bottleneck given expected opening of the Melbourne-Brisbane Inland Railway in 2024 and anticipated additional Melbourne to Seymour and Shepparton passenger services from around 2021 onwards.
Network and operational implications	As above.
Explanatory notes	This project is complementary to proposed Seymour track and signalling alterations and Craigieburn-Seymour provision of Automatic Block Signalling projects detailed previously.



The Shepparton-Melbourne Rail Corridor - A Guide to Proposed and Planned Infrastructure Projects

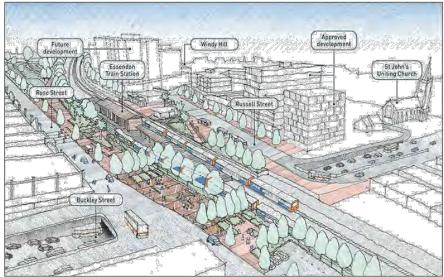
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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Essendon – Buckley Street level crossing removal. Involves lowering of Buckley		
description and	Street to provide a three lane underpass under the railway at Essendon Station		
scope	without changing the grade line of the railway.		
Potential timing	Due for completion 2019		
Likely cost	\$100+ million		
Potential funding	State Budget allocation		
source			
Project precursors	None		
(where applicable)			
Purpose and	To eliminate a road traffic bottleneck and safety hazard for road users and		
benefits	pedestrians. Benefits are expected to be reduced traffic delays, enhanced safety for		
	road and rail users, improved access for rail passengers and general improvement		
	of the surrounding urban environment.		
Timing	Needs to be coordinated with Glenroy Road, Glenroy grade separation project to		
implications	minimise train service disruptions during construction.		
Network and	Works will facilitate construction and operation of separate Essendon Station		
operational	turnback facility.		
implications	·		
Explanatory notes			



Artist's impression of proposed grade separation at Buckley Street, Essendon

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2. A THRIVING LOCAL ECONOMY		

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Essendon – turnback facility. Involves re-arrangement of Essendon station track
description and scope	layout and signalling and extension of Platform 1 for re-use as the through platform for Metro trains from Craigleburn to the CBD.
Potential timing	Planned for 2024 to coincide with Melbourne Metro completion
Likely cost	Approximately \$40 million
Potential funding source	State Budget allocation
Project precursors (where applicable)	None
Purpose and	To improve overall network capacity and resilience. Benefits include reduced
benefits	overcrowding through better balancing of passenger loading on the Craigieburn
	corridor and improved reliability through reduced station dwell time and enhanced
	ability to recover from unplanned delays.
Timing	Operation of Essendon as a terminating and originating station is an integral part of
implications	the Melbourne Metro Operations Plan, anticipated for introduction between 2024
	and 2026.
Network and	Essendon "short starter" services are to be introduced to balance passenger
operational	loadings on Craigieburn line services. High passenger demand growth north of
implications	Essendon coupled with significant property densification occurring inbound from
	Essendon means that most peak trains are already full by Essendon to the extent
	that shorter journey passengers could not otherwise be accommodated.
Explanatory notes	

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Glenroy – Glenroy Road level crossing removal. This is a significant project as it will
description and	involve lowering the railway through Glenroy by about 8 metres and building a new
scope	station at the lower level some 200 metres closer to Melbourne than at present.
Potential timing	Scheduled for completion in 2019
Likely cost	Around \$150-180 million
Potential funding	State Budget allocation
source	
Project precursors	None
(where applicable)	
Purpose and	To eliminate a road traffic bottleneck and safety hazard for road users and
benefits	pedestrians and provide modern station facilities. Benefits are expected to be
	reduced traffic delays, enhanced safety for road and rail users, improved amenity
	and access for rail passengers and general improvement of the surrounding urban
	environment.
Timing	Needs to be coordinated with Buckley Street, Essendon grade separation project to
implications	minimise train service disruptions during construction.
Network and	The nature of this project will require significant disruptions to normal services
operational	during construction. This could be minimised by constructing a temporary station
implications	and tracks in the present car park area but it is not known at the present time
	whether this, or an extended shutdown of the line is the preferred approach.
Explanatory notes	
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Glenroy Station and Glenroy Road level crossing

The railway is to be lowered through this area and re-located approximately 200 metres towards Melbourne (to the right in the picture and with new platforms beneath the present level crossing)

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

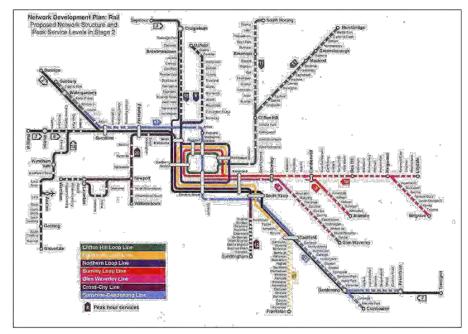
ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Melbourne Metro completion. At its heart, the Melbourne Metro (MM) project
description and	involves construction of 9km of twin tunnels from South Kensington to South Yarra
scope	to connect the present Sunbury and Dandenong rail corridors via five new stations
	at Arden, Parkville, CBD North CBD South and Domain. There are also various
	peripheral works in other corridors.
Potential timing	Nominal completion is by 2026, however all present programming is based on a
	target for actual completion by 2024.
Likely-cost	Estimated at \$10.9 billion.
Potential funding	Presently from State Budget allocations, although a Commonwealth Government
source	contribution is still possible.
Project precursors	Caulfield-Dandenong-Cranbourne/Pakenham corridor upgrading project, including
(where applicable)	new rolling stock and a major train stabling and maintenance facility at Pakenham
	East are major pre-requisites for the MM project. Others are new train stabling
	facilities at Kananook (near Frankston) and at Calder Park.
Purpose and	To untangle the central core of the metropolitan rail network and significantly
benefits	increase capacity on key rail corridors, including those serving high growth areas.
	Benefits include much improved service levels on multiple rail corridors, the ability
	to operate longer and higher capacity trains and improved reliability across the
	network. Also improves overall public transport access and attractiveness and
	provides significant development opportunities around new underground stations.
Timing	Much of the existing network linked to the Northern and Caulfield city underground
implications	loop lines are operating at or near full capacity, with the majority of these lines also
	serving Melbourne's major growth areas. This also applies to the Werribee
	corridor. Significant relief by way of providing more than a very small number of
	additional peak period services will not be possible until both Sunbury and
	Dandenong line services are removed from the city underground loop.
Network and	Completion of the MM project will result in a substantial re-configuration of the
operational	metro network and services. The result will be significant additional capacity, both
implications	on the Sunbury-Dandenong/Cranbourne/Pakenham corridor, but also on the
	Sandringham, Frankston, Upfield, Craigieburn, Williamstown and Werribee lines,
	with the latter potentially extended to Wyndham Vale. In addition, it will also
	accommodate extension of metro electrified services to Melton (and possibly
	Bacchus Marsh), which will connect into the main MM corridor at Sunshine. In turn,
	this will open up additional capacity on the Regional Rail Link lines serving
	Wyndham Vale, Geelong, Ballarat and Bendigo. The enhanced MM corridor will also provide capacity for the proposed extension of the Cranbourne line to Clyde.
Explanatory notes	
explanatory notes	There are a number of peripheral projects which are included in the overall MM funding package. These include:
	Additional terminating platform at Sandringham
	3.
	Cheltenham turnback facility Essendon turnback facility
	· ·
	- Training platform de treat i declaray
	Gowrie turnback facility Platform outcomings at pominated stations Middle Featers at a Suphun.
	Platform extensions at nominated stations Middle Footscray to Sunbury Treation review in greating South Managing to a to Sunbury
	Traction power upgrading South Kensington to Sunbury

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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor



Melbourne's rail network after completion of Melbourne Metro as shown in PTV's 2012 Network Development Plan

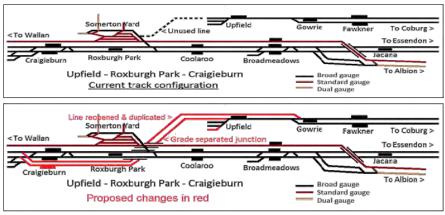
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SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Upfield line diversion comprising:
description and scope	Signalling upgrading North Melbourne-Upfield for express services Gowrie-Upfield duplication Relocation of Upfield stabling facilities
	Upfield-Roxburgh Park rehabilitation and duplication
	Roxburgh Park –grade separated junction
	Roxburgh Park – Craigieburn quadruplication
	Craigieburn – additional platforms
	This is a complex project which, in the first instance, is designed to provide regional trains to and from Seymour and Shepparton with both existing and potentially additional peak period train paths between Southern Cross and Craigieburn. The drivers for this project are that: (i) substantially increased metro services will be operating on the Craigieburn line post completion of the Melbourne Metro project, effectively crowding out capacity to support regional services via Broadmeadows and Essendon; (ii) rapid growth in patronage from stations between Donnybrook and Wallan will require the introduction of "short starter" trains from Wallan by 2021; (iii) additional services are proposed for progressive introduction to/from both Seymour and Shepparton This project is also a precursor to the Craigieburn to Wallan electrification project* with Wallan electric services to also operate via Upfield. This will also require electrification of the rehabilitated tracks between Upfield and Roxburgh Park.
Potential timing	Highly desirable by 2023 and no later than MM opening between 2024 and 2026.
Likely cost Potential funding	\$600-700 million State Budget allocation
source	State Buoget anotation
Project precursors (where applicable)	None
Purpose and benefits	To enable retention and growth in availability of train paths for north-eastern regional services. Benefits include capacity for additional services, faster running for north-eastern regional services through the metropolitan area and improved passenger facilities at Craigieburn.
Timing Implications	Considered essential for implementation prior to, or at least concurrent with Melbourne Metro project commissioning.
Network and	When Melbourne Metro opens, the Upfield corridor will have only 6 trains per hour, thus
operational	enabling additional regional services to obtain train paths. This will provide a suitable interim
implications	solution until Wallan electrification eventuates. Opening of the Upfield diversion will require all regional trains to stop at Craigieburn in lieu of Broadmeadows to provide suitable interchange with metro services.
Explanatory notes	* Currently anticipated timeline for Wallan electrification is around 2030.

Diagrams of the current arrangements between Craigieburn, Broadmeadows and Upfield and the proposed reconfiguration are shown below.



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FILE NO: F17/876

2. A THRIVING LOCAL ECONOMY

ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Craigieburn – Wallan electrification. Involves extension of 1500 vDC overhead traction infrastructure from Upfield to Roxburgh Park and from Craigieburn to Wallan to enable introduction of metropolitan train services on these line sections. Includes construction of several electrical sub-stations en route and additional platforms and train stabling facilities at Wallan.
Potential timing	Around 2030
Likely cost	Approximately \$500 million, excluding rolling stock.
Potential funding source	State Budget allocations
Project precursors (where applicable)	New stations at Lockerbie and Beveridge
Purpose and	To provide required capacity to accommodate high levels of patronage increase
benefits	from growth areas in Melbourne's north. Benefits include provision of essential
	public transport infrastructure for residents of Melbourne's outer northern suburbs
	and capacity to provide services to meet forecast demand.
Timing implications	Ideally, this project should coincide with completion of the proposed link from Wallan to the CBD via Melbourne Airport.
Network and	Wallan metro services are planned to operate via Upfield to and from the CBD,
operational	while services to and from Craigieburn will continue to operate via Essendon and
implications	Broadmeadows. If the diversion of north-eastern regional trains via Melbourne
	Airport has not been achieved prior to implementation of Wallan electrification,
	these services will face the same challenges of achieving a satisfactory passage
	through the metropolitan area via Upfield as will be the case via Broadmeadows
	when the Melbourne Metro project is commissioned.
Explanatory notes	

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2. A THRIVING LOCAL ECONOMY

ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Southern Cross – Melbourne Airport railway. The AirTrain proposal illustrated below developed by the Rail Futures Institute involves a new dedicated heavy rail corridor between Southern Cross and Melbourne Airport with a single intermediate station at Sunshine. Underground sections in twin tunnels would be between Southern Cross and West Footscray, between Sunshine and North Sunshine and through Melbourne Airport with underground stations at Sunshine and at the Airport. Other sections would be at grade or on elevated structures. Stabling and servicing facilities for trains using the Airport Railway corridor would be provided at Tottenham.					
Potential timing	Late 2020s					
Likely cost	\$6 billion					
Potential funding	Combination of State and Commonwealth Budget allocations and private sector					
source	financing					
Project precursors	None					
(where applicable)						
Purpose and	To provide a high quality and future proofed link from the CBD to Melbourne					
benefits	Airport fully segregated from the metropolitan network, with capacity to also					
	accommodate regional and future high speed services and with comprehensive					
	network connectivity. Benefits include rapid access from the CBD to the Airport,					
	good connectivity with all metro and regional lines and potential removal of					
	regional trains from two metro corridors with benefits to both.					
Timing	Principal drivers are ongoing and projected rapid growth in passenger throughput at					
implications	Melbourne Airport and expected absorption of increased Tullamarine Freeway capacity within 5-10 years.					
Network and	The proposed Southern Cross to Melbourne Airport corridor is planned as a					
operational	dedicated railway operated fully independently from the metropolitan network.					
implications	The corridor would subsequently extended from the Airport to connect to the					
	Bendigo line at Clarkefield and the north-eastern lines at Wallan, enabling regional					
	services on these corridors to be integrated with the proposed frequent CBD to					
	Melbourne Airport shuttle services. This will have an aggregate requirement to					
	operate 14 trains per hour in each direction. In addition, the corridor would be					
	engineered to support the future operation of up to 4 High Speed Trains per hour in					
	each direction between Melbourne, Canberra and Sydney.					



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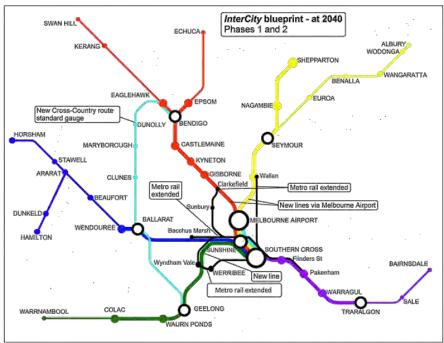
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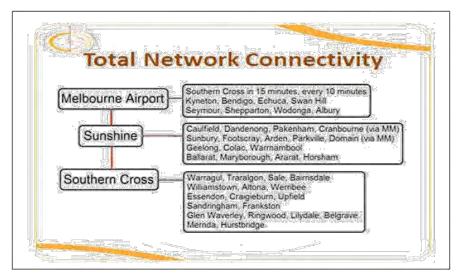
2. A THRIVING LOCAL ECONOMY

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor



Rail Futures Institute InterCity proposal showing Bendigo and north-eastern corridors via Melbourne Airport



Slide showing overall rail network connectivity from proposed Melbourne Airport line

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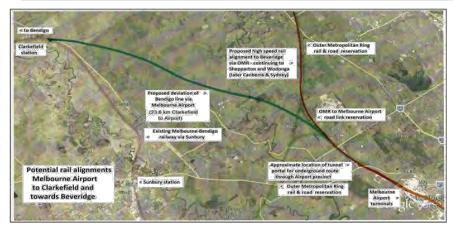
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FILE NO: F17/876
2. A THRIVING LOCAL ECONOMY

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Melbourne Airport – Oaklands Junction link. This is a new 4.5km section of railway that will be needed to connect the northern end of the underground corridor through Melbourne Airport with the Outer Metropolitan Ring (OMR) reservation in the vicinity of Oaklands Junction, thereby creating the required corridor for northeastern and future High Speed Trains to be linked to Melbourne via Melbourne Airport. Portion of this corridor will also be used for Bendigo line trains connecting with the existing Bendigo rail corridor at Clarkefield. It is also likely to be partly colocated with proposed road connection between Melbourne Airport and the OMR.
Potential timing	Early 2030s.
Likely cost	Approximately \$300 million
Potential funding source	State and/or Commonwealth Budget allocations – also some prospect of private sector financing involvement
Project precursors (where applicable)	Corridor identification and protection and CBD to Melbourne Airport rail link
Purpose and benefits	Provides essential connection between Melbourne Airport and new corridors linking to the Bendigo and north eastern lines. Benefits come from a greenfield high speed specific purpose corridor designed to minimise journey time and provide long term future proofed capacity to accommodate foreseeable demand.
Timing implications	VicRoads had sought to provide a Public Acquisition Overlay (PAO) over the proposed road connection between Melbourne Airport and the OMR (Hume Planning Amendment C190) however notwithstanding Planning Panel support, the Amendment was refused by the Minister. The proposal needs to be re-visited ASAP, but this time in conjunction with the proposed rail connection. Once the proposed CBD to Melbourne Airport link has been funded and is in implementation mode, there will be substantial advantages in progressing implementation of this section of the corridor as an early subsequent stage.
Network and operational implications	This project, in conjunction with the Melbourne Airport rai link and the OMR connection to Wallan will result in all north-eastern regional services being removed from the metropolitan network, thus freeing up additional paths for metro trains and facilitating trip time reductions for regional services.



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2. A THRIVING LOCAL ECONOMY

ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

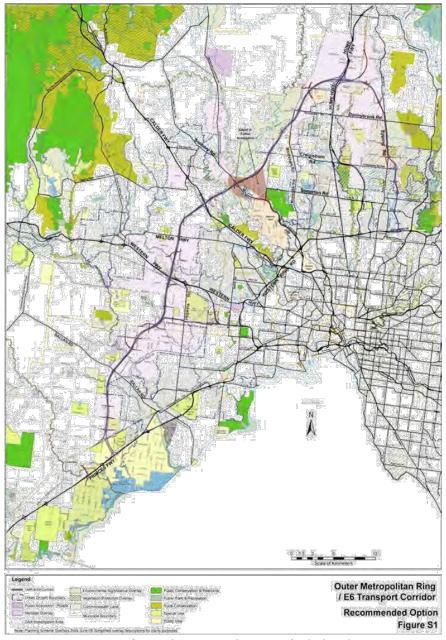
Project high level description and scope	Oaklands Junction – Wallan link (via OMR). The reserved Outer Metropolitan Ring corridor has been designed to accommodate multiple road lanes and up to four rail lines – nominally two for passenger and two for freight services. The two passenger rail lines would provide the essential connection between Oaklands Junction and Wallan to be used by all north-eastern trains and future interstate High Speed Trains (HSTs)
Potential timing	Early 2030s
Likely cost	Approximately \$700 million
Potential funding source	State and/or Commonwealth Budget allocations – also some prospect of private sector financing involvement
Project precursors (where applicable)	CBD to Melbourne Airport rail link, Melbourne Airport to Oaklands Junction rail link, Craigieburn-Wallan electrification and the Wallan interchange facility
Purpose and benefits	Completes essential connection between Oaklands Junction and Wallan utilising the reserved OMR corridor. Benefits come from a greenfield high speed specific purpose corridor designed to minimise journey time and provide long term future proofed capacity to accommodate foreseeable demand.
Tinning Implications	To make the full north-eastern regional passenger services work effectively, Craigieburn to Wallan electrification and the Wallan interchange facility need to also be in place so that efficient regional/metropolitan rail network connectivity is provided.
Network and operational implications	This project, in conjunction with the Melbourne Airport rai link and the Airport to Oaklands Junction connection will result in all north-eastern regional services being removed from the metropolitan network, thus freeing up additional paths for metro trains and facilitating trip time reductions for regional services.
Explanatory notes	See map of overall proposed OMR alignment on next page

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FILE NO: F17/876
2. A THRIVING LOCAL ECONOMY

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor



Overview of proposed Outer Metropolitan Ring road and rail corridor
(Proposed connections between the OMR and Melbourne Airport are in the pink shaded area)

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2. A THRIVING LOCAL ECONOMY

ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Wallan Interchange facility and train stabling. This project would be designed to provide the essential passenger interface between regional and metropolitan services once north-eastern regional services are diverted via Melbourne Airport and metropolitan electrified services are extended from Craigieburn to Wallan. It is envisaged that the facility would provide easy cross-platform interchange between these services. It would also provide major park and ride and bus interchange facilities together with a train stabling depot for metropolitan trains.
Potential timing	Around 2030
Likely cost	Around \$150 million
Potential funding source	State Budget allocation
Project precursors (where applicable)	Needs to be concurrent with Craigieburn-Wallan electrification
Purpose and benefits	To provide a high standard passenger interchange between metropolitan regional services once Wallan electrification is in place. Benefits include enhanced passenger amenity and seamless connections between metro and regional services, enabling regional services to operate non-stop from Wallan via Upfield or subsequently, Melbourne Airport.
Timing implications	The facility will be required once electrification is extended to Wallan, irrespective of the timing of the diversion of regional trains via Melbourne Airport.
Network and operational implications	Once electrification is extended to Wallan, it is expected that north-eastern trains will stop there for interchange with metro services, irrespective of whether regional trains are diverted via the Airport or, at that stage, continue to operate via Craigieburn and Upfield. In addition, Wallan electrification will necessitate provision of a train stabling facility while the expected population growth in Wallan will justify a major park and ride facility and bus interchange.
Explanatory notes	

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2. A THRIVING LOCAL ECONOMY

ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and	Wallan – Seymour track upgrade Class 2 to Class 1 using gauge convertible sleepers. This project is to bring the Wallan-Seymour broad gauge corridor to a full			
scope	Class 1 standard for the operation of VLocity railcars and future regional trains to operate at 160km/h, consistent with other regional trunk corridors. The scope of work will involve formation and ballast rectification, new gauge convertible concrete sleepers and new 60kg/m continuously welded rail. The project should			
	also include minor alignment improvements to eliminate or reduce speed restrictions on curves and improved security of the rail corridor.			
Potential timing	Mid to late 2020s			
Likely cost	Approximately \$120 million			
Potential funding source	State Budget allocation			
Project precursors (where applicable)	Replacement of Double Line Block safeworking with Automatic Block Signalling system			
Purpose and benefits	To provide robust, low maintenance track with long term capacity to accommodate all regional passenger services, initially at up to 160km/h and engineered for eventual 200km/h operation, subject to curvature limits. Benefits include reduced trip times, smoother ride and enhanced general safety and security along the rail corridor.			
Timing implications	Must be in place ahead of proposed gauge conversion and diversion of north- eastern regional services via Melbourne Airport			
Network and operational implications	In conjunction with new signalling, will reduce train running times resulting in capacity increases in terms of additional train path availability on the corridor. Reduced trip times will also improve train crew productivity and asset utilisation.			
Explanatory notes				

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FILE NO: F17/876
2. A THRIVING LOCAL ECONOMY

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level	Wallan – Seymour – Shepparton standard gauge conversion. Assuming prior
description and	installation of gauge convertible concrete sleepers between Wallan and Seymour,
scope	this project involves repositioning of rails to provide standard (1435mm) instead of
	broad gauge (1600mm) track. It also involves associated conversion of track
	through level crossings, passenger platforms and on bridges, and of turnouts. It will
	also involve track alterations at Seymour enable Albury line trains to access the
	former broad gauge tracks between Wallan and Seymour.
Potential timing	Early 2030s
Likely cost	Approximately \$90 million assuming adequate preparatory works are undertaken as
	part of the upgrading of these line sections including prior installation of gauge
	convertible concrete sleepers between Wallan and Seymour as part of Class 1 track
	upgrade project.
Potential funding	State and Commonwealth Budget allocations
source	· ·
Project precursors	Wallan-Seymour track upgrading to Class 1 and Seymour-Shepparton track
(where applicable)	upgrading to Class 2 and new signalling Wallan to Seymour.
Purpose and	To further integrate the State and national standard gauge networks and for
benefits	consistency with the proposed Melbourne Airport rail link, Melbourne-Brisbane
	Inland Railway and future HSR. Benefits include increased rail freight efficiency and
	competitiveness and seamless service potential for freight and passenger
	operations across state borders.
Timing	Must be coordinated with implementation of diversion of regional trains at Wallan
implications	to operate via Melbourne Airport. Earlier conversion would require all Seymour
	and Shepparton passenger services to utilise the ARTC interstate line south of
	Seymour and thus be diverted to run via the ARTC interstate corridor between
	Southern Cross and Seymour, resulting in almost certain severe performance
	degradation.
	Must also be coordinated with gauge conversion of the Shepparton-Tocumwal and
	desirably, the Toolamba-Echuca-Deniliquin line sections which conversely, would
	result in all freight services being diverted to the ARTC corridor to the south of
	Seymour.
Network and	Will improve utilisation of the former broad gauge tracks between Wallan and
operational	Seymour by virtue of adding Albury regional services to that corridor. Conversely,
implications	removal of Albury passenger services south of Seymour will open up additional
	paths for freight services on the ARTC interstate corridor between Melbourne and
	Seymour.
Explanatory notes	Critical that this project be undertaken to coincide with diversion of north eastern
	passenger services via Melbourne Airport – there are significant downsides for
	Shepparton passenger services if undertaken earlier.

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FILE NO: F17/876

2. A THRIVING LOCAL ECONOMY

ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and	Shepparton – Tocumwal and (if reopened) Shepparton-Dookie standard gauge conversion. This project involves repositioning of rails to provide standard
scope	(1435mm) instead of broad gauge (1600mm) track. It also involves associated conversion of track through level crossings, passenger platforms and on bridges,
	and of turnouts. Some structural modifications may also be needed to the Murray River bridge at Tocumwal.
Potential timing	Early 2030s
Likely-cost	Approximately \$40 million (\$50 million if Shepparton-Dookie included)
Potential funding source	State and Commonwealth Budget allocations
Project precursors	Wallan-Seymour track upgrading to Class 1 and Seymour-Shepparton track
(where applicable)	upgrading to Class 2 and new signalling Wallan to Seymour.
Purpose and	To further integrate the State and national standard gauge networks and for
benefits	consistency with the proposed Melbourne Airport rail link, Melbourne-Brisbane
	Inland Railway and future HSR. Benefits include increased rail freight efficiency and
	competitiveness and seamless service potential for freight and passenger
	operations across state borders.
Timing implications	As for Wallan-Seymour-Shepparton gauge conversion
Network and	Will result in Tocumwal (and Dookie if reopened) freight services being diverted to
operational implications	the ARTC interstate corridor south of Seymour.
Explanatory notes	Critical that this project be undertaken to coincide with diversion of north eastern
	passenger services via Melbourne Airport – there are significant downsides for
	Shepparton passenger services if undertaken earlier.

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FILE NO: F17/876

2. A THRIVING LOCAL ECONOMY

ITEM NO: 9.1.1

SHEPPARTON - MELBOURNE RAIL CORRIDOR (cont'd)

ATTACHMENT No [1] - The Shepparton - Melbourne Rail Corridor

Project high level description and scope	Toolamba – Echuca – Deniliquin standard gauge conversion. This project involves repositioning of rails to provide standard (1435mm) instead of broad gauge (1600mm) track. It also involves associated conversion of track through level crossings, passenger platforms and on bridges, and of turnouts. Unless (or until) the Melbourne-Bendigo-Echuca corridor is converted to standard gauge, will require the provision of dual gauge trackwork in Echuca Yard.
Potential timing	Early 2030s
Likely cost	Approximately \$50 million
Potential funding source	State Budget allocation
Project precursors (where applicable)	Wallan-Seymour-Shepparton and Shepparton-Tocumwal gauge conversion.
Purpose and laenefits	To further integrate the State and national standard gauge networks and for consistency with the proposed Melbourne Airport rail link, Melbourne-Brisbane Inland Railway and future HSR. Benefits include increased rail freight efficiency and competitiveness and seamless service potential for freight and passenger operations across state borders.
Timing implications	Similar to Wallan-Seymour-Shepparton and Shepparton-Tocumwal gauge conversion except that, if delayed, broad gauge trains would still be able to access the Echuca-Deniliquin line via Bendigo – unless (or until) the Melbourne-Bendigo-Echuca corridor is also converted to standard gauge.
Network and operational implications Explanatory notes	Will result in Echuca/Deniliquin freight services being diverted to the ARTC interstate corridor south of Seymour.

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FILE NO: F17
2. A THRIVING LOCAL ECONOMY

2030 GREATER SHEPPARTON - VICTORIA COMMONWEALTH GAMES BID PROJECT PREFEASIBILITY STUDY CONTRIBUTION

RECOMMENDATION

That Council support Greater Shepparton Council's 2030 Commonwealth games bid project prefeasibility study and offer funding support to the value of \$3000.

1. Executive Summary

Council has been approached by Greater Shepparton Council to support a 2030 Commonwealth games bid project prefeasibility study.

2. Background and Options

Greater Shepparton Council has advised that since the Taskforce met with regional Councils in June, the project has continued to progress. Of significance is the State Government assembling a dedicated working group to assist with the project.

The working group is comprised of representatives from Sport and Recreation Victoria, Regional Development Victoria, Visit Victoria and Department of Premier and Cabinet.

The State Government Taskforce has indicated that to progress the project a prefeasibility study is required. They have also requested that regional Councils make a formal commitment to the project via a contribution to the cost of this study.

The scope of the prefeasibility study has been determined and three consultancy companies approached to quote for this project, all of which have experience in feasibility work, including undertaking studies for previous Commonwealth and Olympic Games.

For those Councils not in a position to financially contribute, this would not result in being precluded from the project.

The State Government is hoping that the prefeasibility will serve a dual purpose - to determine the validity of the Greater Victoria Commonwealth Games model and also to inform a regional liveability strategy, a piece of work which they have been wanting to undertake for a period time.

3. Financial Implications

The prefeasibility study will cost approximately \$80,000.

In determining a possible way for regional Councils to fund the co-contribution required it is suggested that the following contribution scale could be applied:

- \$6,000 > 50,000 population
- \$3,000 > 20,000 50,000 population
- \$1,000 < 20,000 population

4. Risk Management

Risk is mitigated by under taking a prefeasibility study.

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FILE NO: F17	ITEM NO: 9.1.2
2. A THRIVING LOCAL ECONOMY	

2030 GREATER SHEPPARTON - VICTORIA COMMONWEALTH GAMES BID PROJECT PREFEASIBILITY STUDY CONTRIBUTION (cont'd)

5. Internal and External Consultation

Council's has received a letter from Greater Shepparton Council providing an update on their 2030 Commonwealth games bid project prefeasibility study contribution and to seek Council's support. The proposed bid has been widely canvassed in the media.

6. Regional Context

The State Government sees this as a partnership project with regional Councils.

7. Council Plan Strategy

A Thriving local economy.

8. Legislative / Policy Implications

There are no Legislative / Policy Implications considerations associated with this report.

9. Environmental Impact

There are no environmental impact considerations associated with this report.

10. Conflict of Interest Considerations

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

11. Conclusion

Greater Shepparton Council seeks Council's support in its 2030 Commonwealth games bid project prefeasibility study.

Attachments

Nil

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FILE NO: 001	ITEM NO: 9.2.1
4. A WELL RUN COUNCIL	

REVIEW OF DELEGATIONS TO THE CHIEF EXECUTIVE OFFICER

RECOMMENDATION

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

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

1. Executive Summary

This report seeks council's approval of the instrument of delegation of council powers to the Chief Executive Officer (CEO).

The delegation is unchanged from the delegation adopted by council in October 2015, and fulfills council's statutory obligation to review its delegations within 12 months of a council election.

Council reviews its full suite of delegations at regular intervals to reflect changes in legislation and in organisational structure and staff titles.

2. Background and Options

Section 98(1) of the Local Government Act 1989 provides that a Council may, by instrument of delegation, delegate to a member of its staff any power, duty or function of a Council under the Local Government Act 1989 or any other Act, other than certain specified powers.

The delegations to a CEO are very broad and outline the powers to support the good governance and the efficient and effective operation of the council.

Moira Shire Council Page 50 of 279

FILE NO: 001	ITEM NO: 9.2.1
4. A WELL RUN COUNCIL	

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

Conditions and restrictions on delegations

The Instrument of Delegations specifically identifies the conditions and limits that Council applies to the exercise of the delegation. For example the delegations limit the CEO's ability to award contracts with contracts of \$150,000 or more determined by Council.

Requirement to review delegations

Councils are required to review their delegations within twelve months of a Local Government Election. Council can amend its delegations through a council resolution.

Delegations are reviewed at regular intervals to reflect legislative and regulatory changes and changes to the organisational structure.

Over the past 12 months council has implemented new software that streamlines the management and updating of its delegations.

Like many Victorian councils, Moira Shire subscribes to the Maddocks Delegations and Authorisations service and the revised Instrument of Delegation has been updated based on the most recent advice provided by Maddocks.

3. Risk Management

The regular review and updating of Council's delegations supports Council's management of business risks and commitment to good governance.

4. Internal and External Consultation

As required by regulation 12 (d) of the Local Government (General) Regulations 2015, Council keeps a register of delegations made under sections 87 and 98 of the Act. This register is available for public inspection

5. Legislative / Policy Implications

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

6. Conflict of Interest Considerations

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

7. Conclusion

Council officers have reviewed the instrument of delegation to the Chief Executive Officer in accordance with the requirements for a review to be completed within 12 months of a council election.

No changes have been identified as required at this time.

The report recommendation seeks council's approval of the delegation and the necessary steps to give effect to delegation.

Attachments

1 s5 - Instrument of Delegation to the CEO

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

ATTACHMENT No [1] - s5 - Instrument of Delegation to the CEO



Moira Shire Council

Instrument of Delegation to the Chief Executive Officer

25 October 2017

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FILE NO: 001	ITEM NO: 9.2.1
4. A WELL RUN COUNCIL	

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

ATTACHMENT No [1] - s5 - Instrument of Delegation to the CEO

S5 - Instrument of Delegation to the Chief Executive Officer



Instrument of Delegation

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

AND declares that

- this Instrument of Delegation is authorised by a Resolution of Council passed on 25 October 2017;
- 2. the delegation
 - comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
 - 2.2 is subject to any conditions and limitations set out in the Schedule;
 - 2.3 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
 - 2.4 remains in force until the Council resolves to vary or revoke it.
- 3. The member of Council staff occupying the position or title of or acting in the position of Chief Executive Officer may delegate to a member of Council staff any of the powers (other than the power of delegation conferred by section 98(3) of the Act or any other powers not capable of sub-delegation) which this Instrument of Delegation delegates to him or her.

"The COMMON SEAL of the MOIRA SHIRE COUNCIL was affixed hereto by authority of the Council on the day of October 2017 in the presence of:

Page 2 of 4

Maddocks update @ June 2017 - considered by Council 25 October 2017

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FILE NO: 001
4. A WELL RUN COUNCIL

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

ATTACHMENT No [1] - s5 - Instrument of Delegation to the CEO

S5 - Instrument of Delegation to the Chief Executive Officer



SCHEDULE

The power to

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

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

Conditions and Limitations

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

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

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Maddocks update @ June 2017 - considered by Council 25 October 2017

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FILE NO: 001	ITEM NO: 9.2.1
4. A WELL RUN COUNCIL	

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

ATTACHMENT No [1] - s5 - Instrument of Delegation to the CEO

S5 - Instrument of Delegation to the Chief Executive Officer



- 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;
- if the determining of the issue, taking of the action or doing of the act or thing would or would be likely to involve a decision which is inconsistent with a
 - 7.1 policy; or
 - 7.2 strategy

adopted by Council; or

- if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of section 98(1)(a)-(f) (inclusive) of the Act, or otherwise; or
- 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.

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Maddocks update @ June 2017 - considered by Council 25 October 2017

FILE NO: 001	ITEM NO: 9.2.2
4. A WELL RUN COUNCIL	

REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF

RECOMMENDATION

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

- 1. there be delegated to the members of Council staff holding, acting in or performing the duties of the offices or positions referred to in the attached *Instrument of Delegation to members of Council staff*, the powers, duties and functions set out in that instrument, subject to the conditions and limitations specified in that instrument.
- 2. the instrument comes into force immediately upon the common seal of Council being affixed to the instrument
- 3. on the coming into force of the instrument all previous delegations to the Chief Executive Officer are revoked
- 4. the duties and functions set out in the instrument must be performed, and the powers set out in the instruments must be executed, in accordance with any guidelines or policies of Council that it may from time to time adopt

1. Executive Summary

This report seeks council's approval of the instrument of delegation of council powers to council staff.

The delegations authorise staff to make timely, day to day decisions necessary to provide responsive and high quality services to the community.

The delegations have been updated from the delegations adopted by council in October 2015 to reflect renaming, replacement and extension of existing legislation, inclusion of some new provisions and changes to the organisational structure.

Council reviews its full suite of delegations at regular intervals to reflect changes in legislation and in organisational structure and staff titles.

2. Background and Options

Section 98(1) of the Local Government Act 1989 provides that a Council may, by instrument of delegation, delegate to a member of its staff any power, duty or function of a Council under the Local Government Act 1989 or any other Act, other than certain specified powers.

The delegations from Council to officers includes requirements of the Local Government Act along with Council obligations in a range of other acts that include

- Domestic Animals Act 1994;
- Environment Protection Act 1970;
- Food Act 1984;
- Heritage Act 1995;
- Rail Safety (Local Operations) Act 2006

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FILE NO: 001	ITEM NO: 9.2.2
4. A WELL RUN COUNCIL	

REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

- Planning and Environment Act 1987;
- Residential Tenancies Act 1997;
- Road Management Act 2004;
- Planning and Environment Regulations 2015;
- Planning and Environment (Fees) Regulations 2016;
- Residential Tenancies (Caravan Parks and Moveable Dwellings Registration and Standards) Regulations 2010;
- Road Management (General) Regulations 2016;
- Road Management (General) Regulations 2005 and
- Road Management (Works and Infrastructure) Regulations 2015.

The delegations enable staff to make day to day decisions necessary to provide responsive and high quality services to the community.

Conditions and restrictions on delegations

The Instrument of Delegations specifically identifies the item that is delegated, to whom it is delegated and the conditions and limits that Council applies to the exercise of the delegation. For example a delegated officer cannot determine a permit application if one or more objections are received –the matter can only be determined by Council.

Council has authority to revise the conditions within the instruments with a view to ensuring good governance and timely and responsive services to the community.

Requirement to review delegations

Councils are required to review their delegations within twelve months of a Local Government Election. Council can amend its delegations through a council resolution.

Delegations are reviewed at regular intervals to reflect legislative and regulatory changes and changes to the organisational structure.

The delegations include specific references to staff titles. For this reason the review of Moira Shire Council's delegations was delayed to enable inclusion of the new titles created through the recent organisational restructure.

Over the past 12 months council has implemented new software that streamlines the management and updating of its delegations.

Like many Victorian councils, Moira Shire subscribes to the Maddocks Delegations and Authorisations service and the revised Instrument of Delegation has been updated based on the most recent advice provided by Maddocks.

Summary of changes to delegations

Copies of the delegations showing updates and amendments have been provided to councillors under separate cover.

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FILE NO: 001	ITEM NO: 9.2.2
4. A WELL RUN COUNCIL	

REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

The updates detailed in this report reflect:

- the Planning and Environment Regulations 2005 have been replaced by the Planning and Environment Regulations 2015;
- the Planning and Environment (Fees) Further Interim Regulations 2014 have been replaced with the Planning and Environment (Fees) Regulations 2016.
- the Road Management (General) Regulations 2005 have been replaced with the Road Management (General) Regulations 2016
- the Road Management (Works and Infrastructure) Regulations 2005 have been replaced with the Road Management (Works and Infrastructure) Regulations 2015; and
- changes to position titles to reflect current organisational structure

3. Risk Management

The regular review and updating of Council's delegations supports Council's management of business risks and commitment to good governance.

4. Internal and External Consultation

As required by regulation 12 (d) of the Local Government (General) Regulations 2015, Council keeps a register of delegations made under sections 87 and 98 of the Act. This register is available for public inspection.

5. Legislative / Policy Implications

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

6. Conflict of Interest Considerations

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

7. Conclusion

Council officers have reviewed the instrument of delegation to staff in accordance with the requirements for a review to be completed within 12 months of a council election.

The report recommendation seeks council's approval of the delegations and the necessary steps to give effect to delegations.

Attachments

1 Instrument of Delegation to Council Staff

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FILE NO: 001
4. A WELL RUN COUNCIL

REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff



Moira Shire Council

Instrument of Delegation to

Members of Council Staff

25 October 2017

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FILE NO: 001
4. A WELL RUN COUNCIL

REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



Instrument of Delegation

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

- delegates each duty and/or function and/or power described in column 1 of the Schedule (and summarised in column 2 of the Schedule) to the member of Council staff holding, acting in or performing the duties of the office or position described opposite each such duty and/or function and/or power in column 3 of the Schedule;
- 2. records that a reference in the Schedule to abbreviations in column 3 means the following positions:

AO	Assets Officer	MCD	Manager Community Development
ASIE	Assets System and Infrastructure	MCA	Manager Construction and Assets
ASOSA	Engineer Administration Support Officer Safety	MGC	Manager Governance and Communication
	and Amenity	мо	Manager Operations
ASOR	Administration Support Officer Regulatory Services	MSAE	Manager Safety, Amenity and Environment
ATO	Assets Technical Officer	MSP	Manager Strategic Projects
BSPRS	Business Support Officer Town Planning and Regulatory Services	MPRS	Manager Planning and Regulatory Services
BSSA	Business Support Officer Safety and Amenity	PC	Planning Co-ordinator
CDC	Co-ordinator Design and Construction	SAC	Safety and Amenity Co-ordinator
CEO	Chief Executive Officer	SAO	Safety and Amenity Officer
CFO	Chief Financial Officer	STP	Senior Town Planner
GO	Governance Officer	SFBP	Superintendent Fleet, Parks and
смо	Communications and Media Officer		Gardens
DCO	Development Compliance Officer	SWS	Superintendent Works and Services
EHO	Environmental Health Officer	TLA	Team Leader Assets
GMC	General Manager Corporate	TLEH	Team Leader Environmental Health
GMCOM	General Manager Community	TLO	Team Leader Operations
GMI	General Manager Infrastructure	TO	Technical Officer (Assets)
LUP	Land Use (Native Vegetation) Planner	TP	Town Planner
MBS	Municipal Building Surveyor	TSO	Technical Support Officer

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FILE NO: 001		ITEM NO: 9.2.2
4. A WELL RUN COUNCIL		

REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



- declares that:
 - 3.1 this Instrument of Delegation is authorised by a resolution of Council passed on 25 October 2017 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.
 - 3.3 the delegate must not determine the issue, take the action or do the act or thing:
 - 3.3.1 if the issue, action, act or thing is an issue, action or thing which Council has previously designated as an issue, action, act or thing which must be the subject of a Resolution of Council; or
 - 3.3.2 if the determining of the issue, taking of the action or doing of the act or thing would or would be likely to involve a decision which is inconsistent with a
 - (a) policy; or
 - (b) strategy adopted by Council; or
 - 3.3.3 if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of section 98(1)(a)-(f) (inclusive) of the Act or otherwise; or
 - 3.3.4 the determining of the issue, the taking of the action or the doing of the act or thing is already the subject of an exclusive delegation to another member of Council staff.

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



SCHEDULE

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



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

ENVIRONMENT PROTECTION ACT 1970						
Column 1	Column 2	Column 3	Column 4			
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS			
s.53M(3)	power to require further information	TLEH, EHO				
s.53M(4)	duty to advise applicant that application is not to be dealt with	TLEH, EHO				
s.53M(5)	duty to approve plans, issue permit or refuse permit	TLEH, EHO,	refusal must be ratified by Council or it is of no effect.			
s.53M(6)	power to refuse to issue septic tank permit	TLEH, EHO,	refusal must be ratified by Council or it is of no effect.			
s.53M(7)	duty to refuse to issue a permit in circumstances in (a)-(c)	TLEH, EHO,	refusal must be ratified by council or it is of no effect			

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1	FOOD ACT 1984					
Column 1	Column 2	Column 3	Column 4			
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS			
s.19(2)(a)	power to direct by written order that the food premises be put into a clean and sanitary condition	TLEH, EHO	If section 19(1) applies			
s.19(2)(b)	power to direct by written order that specified steps be taken to ensure that food prepared, sold or handled is safe and suitable	TLEH, EHO	If section 19(1) applies			
s. 19 (3)	power to direct by written order that the food premises not be kept or used for the sale, or handling for sale, of any food, or for the preparation of any food, or for any other specified purpose, or for the use of any specified equipment or a specified process	TLEH, EHO	If section 19 (1) applies Only in relation to temporary food premises or mobile food premises			
s.19(4)(a)	power to direct that an order made under section 19(3)(a) or (b), (i) be affixed to a conspicuous part of the premises, and (ii) inform the public by notice in a published newspaper or otherwise	TLEH, EHO	If section 19(1) applies			
s.19(6)(a)	duty to revoke any order under s.19 if satisfied that an order has been complied with	TLEH, EHO	If section 19(1) applies			
s.19(6)(b)	duty to give written notice of revocation under section 19(6)(a) if satisfied that an order has been complied with	TLEH, EHO	If section 19(1) applies			
s.19AA(2)	power to direct, by written order, that a person must take any of the actions described in (a)-(c).	TLEH, EHO	where council is the registration authority			
s.19AA(4)(c)	power to direct, in an order made under s.19AA(2) or a subsequent written order, that a person must ensure that any food or class of food is not removed from the premises	TLEH, EHO	Note: the power to direct the matters under s.19AA(4)(a) and (b) not capable of delegation and so such directions must be made by a Council resolution			

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.19AA(7)	duty to revoke order issued under s.19AA and give written notice of revocation, if satisfied that that order has been complied with	TLEH, EHO	where council is the registration authority	
s.19CB(4)(b)	power to request copy of records	TLEH, EHO	where council is the registration authority	
s.19E(1)(d)	power to request a copy of the food safety program	TLEH, EHO	where council is the registration authority	
s.19GB	power to request proprietor to provide written details of the name, qualification or experience of the current food safety supervisor	TLEH, EHO,	where council is the registration authority	
s.19M(4)(a) & (5)	power to conduct a food safety audit and take actions where deficiencies are identified	TLEH, EHO	where council is the registration authority	
s.19NA(1)	power to request food safety audit reports	TLEH, EHO	where council is the registration authority	
s.19U(3)	power to waive and vary the costs of a food safety audit if there are special circumstances	TLEH		
s.19UA	power to charge fees for conducting a food safety assessment or inspection	TLEH	except for an assessment required by a declaration under section 19C or an inspection under sections 38B(1)(c) or 39	
s.19W	power to direct a proprietor of a food premises to comply with any requirement under Part IIIB	TLEH, EHO	where council is the registration authority	
s.19W(3)(a)	power to direct a proprietor of a food premises to have staff at the premises undertake training or instruction	TLEH, EHO	where council is the registration authority	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.19W(3)(b)	power to direct a proprietor of a food premises to have details of any staff training incorporated into the minimum records required to be kept or food safety program of the premises	TLEH, EHO	where council is the registration authority	
****	power to register, renew or transfer registration	TLEH, EHO	where council is the registration authority refusal to grant/renew/transfer registration must be ratified by Council or the Chief Executive Officer (see section 58A(2))	
s.38AA(5)	power to (a) request further information; or (b) advise the proprietor that the premises must be registered if the premises are not exempt	TLEH, EHO	where council is the registration authority	
s.38AB(4)	power to fix a fee for the receipt of a notification under section 38AA in accordance with a declaration under subsection (1)	TLEH	where council is the registration authority	
s.38A(4)	power to request a copy of a completed food safety program template	TLEH, EHO	where council is the registration authority	
s.38B(1)(a)	duty to assess the application and determine which class of food premises under section 19C the food premises belongs	TLEH, EHO	where council is the registration authority	
s.38B(1)(b)	duty to ensure proprietor has complied with requirements of section 38A	TLEH, EHO	where council is the registration authority	
s.38B(2)	duty to be satisfied of the matters in section 38B(2){a}-(b)	TLEH, EHO	where council is the registration authority	
s.38D(1)	duty to ensure compliance with the applicable provisions of section 38C and inspect the premises if required by section 39	TLEH, EHO	where council is the registration authority	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 19	84		
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.38D(2)	duty to be satisfied of the matters in section 38D(2)(a)-(d)	TLEH, EHO	where council is the registration authority
s.38D(3)	power to request copies of any audit reports	TLEH, EHO	where council is the registration authority
s.38E(2)	power to register the food premises on a conditional basis	TLEH, EHO	where council is the registration authority not exceeding the prescribed time
			limit defined under subsection (5)
s.38E(4)	duty to register the food premises when conditions are satisfied	TLEH, EHO	where council is the registration authority
s.38F(3)(b)	power to require proprietor to comply with requirements of this Act	TLEH, EHO	where council is the registration authority
s.39A	power to register, renew or transfer food premises despite minor defects	TLEH, EHO	where council is the registration authority
			only if satisfied of matters in subsections (2)(a)-(c)
s.40(2)	power to incorporate the certificate of registration in one document with any certificate of registration under Part 6 of the <i>Public Health and Wellbeing Act</i> 2008	TLEH, EHO	
s.40C(2)	power to grant or renew the registration of food premises for a period of less than 1 year	TLEH, EHO	where council is the registration authority
s.40D(1)	power to suspend or revoke the registration of food premises	CEO, TLEH, GMCOM	where council is the registration authority
			Must be reported to Council
s.43F(6)	duty to be satisfied that registration requirements under Division 3 have been met prior to registering, transferring or renewing registration of a component of a food business	TLEH, EHO	where council is the registration authority

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



FOOD ACT 1984				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.43F(7)	power to register the components of the food business that meet requirements in Division 3 and power to refuse to register the components that do not meet the requirements	TLEH, EHO	where council is the registration authority	
s.46(5)	power to institute proceedings against another person where the offence was due to an act or default by that other person and where the first person charged could successfully defend a prosecution, without proceedings first being instituted against the person first charged	TLEH, EHO	where council is the registration authority	

HERITAGE ACT 1995					
Note: this Act is to be repealed on the day the Heritage Act 2017 comes into force, which is 1 November 2017, unless proclaimed earlier					
Column 1	Column 2 Column 3 Column 4				
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS		
s.84(2)	power to sub-delegate Executive Director's functions	GMI	must obtain Executive Director's written consent first.		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.4B	power to prepare an amendment to the Victoria Planning Provisions	GMI, MPRS, PC	if authorised by the Minister once a decision approved by Council and Ministerial authorisation given	
s.4G	function of receiving prescribed documents and a copy of the Victoria Planning Provisions from the Minister	GMI, MPRS, PC		
s.4H	duty to make amendment to Victoria Planning Provisions available	GMI, MPRS, PC, SP, LUP, TP, DCO		
s.4I	duty to keep Victoria Planning Provisions and other documents available	GMI, MPRS, PC, SP, LUP, TP, DCO		
s.8A(2)	power to prepare amendment to the planning scheme where the Minister has given consent under s.8A	GMI, MPRS, PC		
s.8A(3)	power to apply to Minister to prepare an amendment to the planning scheme	GMI, MPRS, PC		
s.8A(5)	function of receiving notice of the Minister's decision	GMI, MPRS, PC		
s.8A(7)	power to prepare the amendment specified in the application without the Minister's authorisation if no response received after 10 business days	GMI, MPRS		
s.8B(2)	power to apply to the Minister for authorisation to prepare an amendment to the planning scheme of an adjoining municipal district	GMI, MPRS		
s.12(3)	power to carry out studies and do things to ensure proper use of land and consult with other persons to ensure co-ordination of planning scheme with these persons	GMI, MPRS, PC	GMI must authorise expenditure and regularly report to Council to review any studies	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.12A(1)	duty to prepare a municipal strategic statement (including power to prepare a municipal strategic statement under s 19 of the <i>Planning and Environment (Planning</i> <i>Schemes) Act 1996</i>)	GMI, MPRS	Council must approve the final Municipal Strategic Statement.
s.12B(1)	duty to review planning scheme	GMI, MPRS	
s.12B(2)	duty to review planning scheme at direction of Minister	GMI, MPRS	
s.12B(5)	duty to report findings of review of planning scheme to Minister without delay	GMI, MPRS	
s.14	duties of the Responsible Authority as set out in subsections (a) to (d)	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOROR	
s.17(1)	duty of giving copy amendment to the planning scheme	GMI, MPRS, PC	apply together if s.173 relates to amendment
s.17(2)	duty of giving copy s.173 agreement	GMI, MPRS, PC	
s.17(3)	duty of giving copy amendment, explanatory report and relevant documents to the Minister within 10 business days	GMI, MPRS, PC	
s.18	duty to make amendment etc. available	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOROR	
s.19	power to give notice, to decide not to give notice, to publish notice of amendment to a planning scheme and to exercise any other power under s19 to a planning scheme	GMI, MPRS, PC, STP, LUP	Council approval to preparation of an amendment is required.

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.19	function of receiving notice of preparation of an amendment to a planning scheme	GMI, MPRS, PC, STP, LUP	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the planning scheme to designate Council as an acquiring authority	
s.20(1)	power to apply to Minister for exemption from the requirements of s 19	GMI, MPRS, PC, STP, LUP	once approved by Council	
s.21(2)	duty to make submissions available	GMI, MPRS, PC, STP, LUP, TP. DCO		
s.21A(4)	duty to publish notice in accordance with section	GMI, MPRS, PC		
s.22	duty to consider all submissions	GMI, MPRS, PC, STP, LUP	action must be reported to Council	
s.23(1)(b)	duty to refer submissions which request a change to the amendment to a panel	GMI, MPRS, PC		
s.23(2)	power to refer to a panel submissions which do not require a change to the amendment	GMI, MPRS, PC	Council must approve referral to a panel.	
s.24	function to represent council and present a submission at a panel hearing (including a hearing referred to in s 96D)	GMI, MPRS, PC, STP, LUP		
s.26(1)	power to make report available for inspection	GMI, MPRS, PC		
s.26(2)	duty to keep report of panel available for inspection	GMI, MPRS, PC, STP, LUP		
s.27(2)	power to apply for exemption if panel's report not received	GMI, MPRS, PC	once approved by Council.	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.28	duty to notify the Minister if abandoning an amendment	GMI, MPRS, PC	Note: the power to make a decision to abandon an amendment cannot be delegated
s.30(4)(a)	duty to say if amendment has lapsed	GMI, MPRS, PC	
s.30(4)(b)	duty to provide information in writing upon request	GMI, MPRS	
s.32(2)	duty to give more notice if required	GMI, MPRS, PC	
s.33(1)	duty to give more notice of changes to an amendment	GMI, MPRS, PC	
s.36(2)	duty to give notice of approval of amendment	GMI, MPRS, PC	action must be reported to Council
s.38(5)	duty to give notice of revocation of an amendment	GMI, MPRS, PC	action must be reported to Council
s.39	function of being a party to a proceeding commenced under s.39 and duty to comply with determination by VCAT	GMI, MPRS, PC, SP, LUP, TP, DCO	VCAT determination to be reported to Council
s.40(1)	function of lodging copy of approved amendment	GMI, MPRS, PC	
s.41	duty to make approved amendment available	GMI, MPRS, PC, SP, LUP, TP, DCO	
s.42	duty to make copy of planning scheme available	GMI, MPRS, PC, SP, LUP, TP, DCO	
s.46AS(ac)	power to request the Victorian Planning Authority to provide advice on any matter relating to land in Victoria or an objective of planning in Victoria	GMI, MPRS, PC	
s.46GF	duty to comply with directions issued by the Minister	GMI, LUP, MPRS, STP, PC, TP	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.46GG	duty to include a condition in a permit relating to matters set out in s.46GG(c) and (d)	GMI, LUP, MPRS, STP, PC, TP	
s.46GH(1)	power to require the payment of an amount of infrastructure levy to be secured to Council's satisfaction	GMI, LUP, MPRS, STP, PC, MSP, TP	where council is a collecting agency
s.46GH(2)	power to accept the provision of land, works, services or facilities in part or full satisfaction of the amount of infrastructure levy payable	GMI, LUP, MPRS, STP, PC, MSP, TP	where council is a collecting agency
s.46GH(3)	duty to obtain the agreement of the relevant development agency or agencies specified in the approved infrastructure contributions plan before accepting the provision of land, works, services or facilities by the applicant	GMI, LUP, MPRS, STP, PC, TP	where council is a collecting agency
s.46GI(1)	duty to keep proper accounts of any amount of infrastructure levy paid to it as a collecting agency or a development agency under part 2 of the Planning and Environment Act 1987	BSPRS, GMI, LUP, MPRS, STP, PC, MSP, ASOR, TP	must be done in accordance with Local Government Act 1989.
s.46GI(2)	duty to forward to a development agency any part of an infrastructure levy paid to council which is imposed for plan preparation costs incurred by development agency or for carrying out of works, services or facilities on behalf of the development agency	GMI, LUP, MPRS, STP, PC, MSP, TP	
s.46GI(3)	duty to apply levy amount only in accordance with s.46Gl(3) (a) and (b)	GMI, LUP, MPRS, STP, PC, MSP, TP	
s.46GI(4)	power to refund any amount of infrastructure levy paid to it as a development agency under Part 2 of the Planning and Environment Act 1987 if satisfied that the development is not to proceed	GMI, LUP, MPRS, STP, PC, MSP, TP	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.46GI(5)	duty to take action described in s.46GI(5)(c) – (e) where s.46GI(5)(a) and (b) applies.	BSPRS, GMI, LUP, MPRS, STP, PC, ASOR, TP	
s.46GL	power to recover any amount of infrastructure levy as a debt due to Council	GMI, LUP, MPRS, STP, PC, MSP, TP	where council is a collecting agency
s.46GM	duty to prepare report and give a report to the Minister	GMI, MPRS, PC	where council is a collecting agency or development agency
s.46N(1)	duty to include condition in permit regarding payment of development infrastructure levy	GMI, MPRS, PC, STP, LUP	in accordance with Development Contribution Plan
s.46N(2)(c)	function of determining time and manner for receipt of development contributions levy	GMI, MPRS, PC, STP, LUP	
s.46N(2)(d)	power to enter into an agreement with the applicant regarding payment of development infrastructure levy	GMI, MPRS, PC	
s.46O(1)(a) & (2)(a)	power to ensure that community infrastructure levy is paid, or agreement is in place, prior to issuing building permit	GMI, MPRS, PC	
s.46O(1)(d) & (2)(d)	power to enter into agreement with the applicant regarding payment of community infrastructure levy	Stays with Council	not delegated
s.46P(1)	power to require payment of amount of levy under s.46N or s.46O to be satisfactorily secured	GMI, MPRS, PC	must have terms included in the agreement to adequately cover security
s.46P(2)	power to accept provision of land, works, services or facilities in part or full payment of levy payable	Stays with Council	not delegated
s.46Q(1)	duty to keep proper accounts of levies paid	GMC, CFO	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.46Q(1A)	duty to forward to development agency part of levy imposed for carrying out works, services, or facilities on behalf of development agency or plan preparation costs incurred by a development agency or plan preparation costs incurred by a development agency	GMI, MPRS, PC	
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.	GMI, MPRS	
s.46Q(3)	power to refund any amount of levy paid if it is satisfied the development is not to proceed	GMI, MPRS	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)	GMI, MPRS	must be done within six months of the end of the period required by the development contributions plan and with the consent of, and in the manner approved by, the Minister
s.46Q(4)(d)	duty to submit to the Minister an amendment to the approved development contributions plan	GMI, MPRS	must be done in accordance with Part 3
s46Q(4)(e)	duty to expend that amount on other works etc.	GMI, MPRS	with the consent of, and in the manner approved by, the Minister
s.46QC	power to recover any amount of levy payable under Part 3B	GMI, MPRS, MF	
s.46QD	duty to prepare report and give a report to the Minister	GMI, MPRS, PC	where council is a collecting agency or development agency

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS &
s.47	power to decide that an application for a planning permit does not comply with that Act	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.49(1)	duty to keep a register of all applications for permits and determinations relating to permits	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.49(2)	duty to make register available for inspection	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.50(4)	duty to amend application	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.50(5)	power to refuse to amend application	GMI, MPRS, PC, STP, LUP	
s.50(6)	duty to make note of amendment to application in register	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.50A(1)	power to make amendment to application	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.50A(3)	power to require applicant to notify owner and make a declaration that notice has been given	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.50A(4)	duty to note amendment to application in register	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.51	duty to make copy of application available for inspection	GMI, MPRS, PC, SRP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.52(1)(a)	duty to give notice of the application to owners/occupiers of adjoining allotments unless satisfied that the grant of permit would not cause material detriment to any person	GMI, MPRS, PC, SRP, LUP, TP, DCO, BSPRS, TSO, ASOR	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.52(1)(b)	duty to give notice of the application to other municipal councils where appropriate	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.52(1)(c)	duty to give notice of the application to all persons required by the planning scheme	GMI, MPRS, PC, SP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.52(1)(ca)	duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if may result in breach of covenant	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.52(1)(cb)	duty to give notice of the application to owners and occupiers of land benefited by a registered restrictive covenant if application is to remove or vary the covenant	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.52(1)(d)	duty to give notice of the application to other persons who may be detrimentally effected	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.52(1AA)	duty to give notice of an application to remove or vary a registered restrictive covenant	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.52(3)	power to give any further notice of an application where appropriate	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.53(1)	power to require the applicant to give notice under section 52(1) to persons specified by it	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	must be notified on prescribed form
s.53(1A)	power to require the applicant to give the notice under section 52(1AA)	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.54(1)	power to require the applicant to provide more information	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.54(1A)	duty to give notice in writing of information required under s.54(1)	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.54(1B)	duty to specify the lapse date for an application	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.54A(3)	power to decide to extend time or refuse to extend time to give required information	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.54A(4)	duty to give written notice of decision to extend or refuse to extend time und s.54A(3)	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.55(1)	duty to give copy application, together with the prescribed information, to every referral authority specified in the planning scheme	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.57(2A)	power to reject objections considered made primarily for commercial advantage for the objector	GMI, MPRS	must be reported to Council
s.57(3)	function of receiving name and address of persons to whom notice of decision is to go	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.57(5)	duty to make available for inspection copy of all objections	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.57A(4)	duty to amend application in accordance with applicant's request, subject to s.57A(5)	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.57A(5)	power to refuse to amend application	GMI, MPRS, PC	
s.57A(6)	duty to note amendments to application in register	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.57B(1)	duty to determine whether and to whom notice should be given	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.57B(2)	duty to consider certain matters in determining whether notice should be given	GMI, MPRS, PC, STP, LUP, TP, DCO	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING A	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	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR			
s.58	duty to consider every application for a permit	GMI, MPRS, PC, STP, LUP, TP, DCO			
s.58A	power to request advice from the Planning Application Committee	GMI, MPRS, PC			
s.60	duty to consider certain matters	GMI, MPRS, PC, STP, LUP, TP, DCO			
s.60(1A)	power to consider certain matters before deciding on application	GMI, MPRS, PC, STP, LUP, TP, DCO			
s.60(1B)	duty to consider number of objectors in considering whether use or development may have significant social effect	DCO, GMI, LUP, MPRS, STP, PC, TP			
s.61(1)	power to determine permit application, either to decide to grant a permit, to decide to grant a permit with conditions or to refuse a permit application — where no objection/s received	GMI, MPRS, PC, STP, LUP, TP, DCO	must be reported to Council as permit issued under delegation The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006		
s.61(1)	power to determine permit application, either to decide to grant a permit, to decide to grant a permit with conditions or to refuse a permit application — where objection/s received	Stays with Council	not delegated The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING /	PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.61(2)	duty to decide to refuse to grant a permit if a relevant determining referral authority objects to grant of permit	Stays with Council	not delegated	
s.61(2A)	power to decide to refuse to grant a permit if a relevant recommending referral authority objects to the grant of permit	GMI, MPRS, PC		
s.61(3)(a)	duty not to decide to grant a permit to use coastal Crown land without Minister's consent	Stays with Council	not delegated Coastal Management Act 1995 not relevant to Moira Shire	
s.61(3)(b)	duty to refuse to grant the permit without the Minister's consent	Stays with Council	not delegated Coastal Management Act 1995 not relevant to Moira Shire	
s.61(4)	duty to refuse to grant the permit if grant would authorise a breach of a registered restrictive covenant	GMI, MPRS, PC		
s.62(1)	duty to include certain conditions in deciding to grant a permit	GMI, MPRS, PC, STP, LUP, TP, DCO	if objection/s received delegation not valid – power stays with Council	
s.62(2)	power to include other conditions	GMI, MPRS, PC, STP, LUP, TP, DCO	if objection/s received delegation not valid – power stays with Council	
s.62(4)	duty to ensure conditions are consistent with subsections (a),(b) and (c)	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.62(5)(a)	power to include a permit condition to implement an approved development contributions plan	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.62(5)(b)	power to include a permit condition that specified works be provided on or to the land or paid for in accordance with section 173 agreement	GMI, MPRS, PC, STP, LUP, TP, DCO		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.62(5)(c)	power to include a permit condition that specified works be provided or paid for by the applicant	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.62(6)(a)	duty not to include a permit condition requiring a person to pay an amount for or provide works except in accordance with s.62(5) or s.46N	GMI, MPRS, PC, STP, LUP, TP, DCO	section 173 Agreement to be signed by Chief Executive Officer and be signed and sealed by Council.
s.62(6)(b)	duty not to include a permit condition requiring a person to pay an amount for or provide works except a condition that a planning scheme requires to be included as referred to in s.62(1)(a)	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.63	duty to issue the permit where made a decision in favour of the application (if no one has objected)	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.64(1)	duty to give notice of decision to grant a permit to applicant and objectors	GMI, MPRS, PC	this provision applies also to a decision to grant an amendment to a permit – see section 75
s.64(3)	duty not to issue a permit until after the specified period	GMI, MPRS, PC, STP, LUP, TP, DCO	this provision applies also to a decision to grant an amendment to a permit – see section 75
s.64(5)	duty to give each objector a copy of an exempt decision	GMI, MPRS, PC, STP, LUP, TP, DCO	this provision applies also to a decision to grant an amendment to a permit – see section 75
s.64A	duty not to issue permit until the end of a period when an application for review may be lodged with VCAT or until VCAT has determined the application, if a relevant recommending referral authority has objected to the grant of a permit	GMI, MPRS, PC, STP, LUP	this provision applies also to a decision to grant an amendment to a permit - see section 75A

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING A	PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.65(1)	duty to give notice of refusal to grant permit to applicant and person who objected under section 57	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.66(1)	duty to give notice under s.64 or s.65 and copy permit to relevant determining referral authorities	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.66(2)	duty to give a recommending referral authority notice of its decision to grant a permit	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	if the recommending referral authority objected to the grant of the permit or the responsible authority decided not to include a condition on the permit recommended by the recommending referral authority	
s.66(4)	duty to give a recommending referral authority notice of its decision to refuse a permit	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	if the recommending referral authority objected to the grant of the permit or the recommending referral authority recommended that a permit condition be included on the permit	
s.66(6)	duty to give a recommending referral authority a copy of any permit which Council decides to grant and a copy of any notice given under section 64 or 65	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	if the recommending referral authority did not object to the grant of the permit or the recommending referral authority did not recommend a condition be included on the permit	
s.69(1)	function of receiving application for extension of time of permit	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.69(1A)	function of receiving application for extension of time to complete development	GMI, MPRS, PC, STP, LUP, TP, DCO		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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PLANNING A	PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.69(2)	power to extend time	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.70	duty to make copy permit available for inspection	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.71(1)	power to correct certain mistakes	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.71(2)	duty to note corrections in register	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.73	power to decide to grant amendment subject to conditions	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.74	duty to issue amended permit to applicant if no objectors	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.76	duty to give applicant and objectors notice of decision to refuse to grant amendment to permit	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.76A(1)	duty to give relevant determining referral authorities copy of amended permit and copy of notice	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.76A(2)	duty to give a recommending referral authority notice of its decision to grant an amendment to a permit	GMI, MPRS, PC, STP, LUP, TP, DCO	if the recommending referral authority objected to the amendment of the permit or the responsible authority decided not to include a condition on the amended permit recommended by the recommending referral authority	

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FILE NO: 001
4. A WELL RUN COUNCIL

REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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PLANNING A	PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.76A(4)	duty to give a recommending referral authority notice of its decision to refuse a permit	GMI, MPRS, PC, STP, LUP, TP, DCO	if the recommending referral authority objected to the amendment of the permit or the recommending referral authority recommended that a permit condition be included on the amended permit	
s.76A(6)	duty to give a recommending referral authority a copy of any amended permit which Council decides to grant and a copy of any notice given under section 64 or 76	GMI, MPRS, PC, STP, LUP, TP, DCO	if the recommending referral authority did not object to the amendment of the permit or the recommending referral authority did not recommend a condition be included on the amended permit	
s.76D	duty to comply with direction of Minister to issue amended permit	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.83	function of being respondent to an appeal	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.83B	duty to give or publish notice of application for review	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	fee must be charged to the applicant for providing notice	
s.84(1)	power to decide on an application at any time after an appeal is lodged against failure to grant a permit	GMI, MPRS, PC	if objection/s received delegation not valid — power stays with Council	
s.84(2)	duty not to issue a permit or notice of decision or refusal after an application is made for review of a failure to grant a permit	GMI, MPRS, PC		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.84(3)	duty to tell principal registrar if decide to grant a permit after an application is made for review of its failure to grant a permit	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.84(6)	duty to issue permit on receipt of advice within 3 working days	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.86	duty to issue a permit at order of Tribunal within 3 working days	GMI, MPRS, PC, STP, LUP, TP, DCO	must be reported to Council	
s.87(3)	power to apply to VCAT for the cancellation or amendment of a permit	GMI, MPRS, PC	must be reported to Council	
s.90(1)	function of being heard at hearing of request for cancellation or amendment of a permit	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.91(2)	duty to comply with the directions of the VCAT	GMI, MPRS, PC, STP, LUP, TP, DCO	must be reported to Council	
s.91(2A)	duty to issue amended permit to owner if Tribunal so directs	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.92	duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under section 90	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.93(2)	duty to give notice of VCAT order to stop development	GMI, MPRS, PC, DCO	must be reported to Council	
s.95(3)	function of referring certain applications to the Minister	GMI, MPRS, PC	must be reported to Council	
s.95(4)	duty to comply with an order or direction	GMI, MPRS, PC		
s.96(1)	duty to obtain a permit from the Minister to use and develop its land	GMI, MPRS		
s.96(2)	function of giving consent to other persons to apply to the Minister for a permit to use and develop Council land	GMI, MPRS	must be reported to Council	

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PLANNING A	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	GMI, MPRS, PC	must be reported to Council		
s.96C	power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s 96C	GMI, MPRS, PC			
s.96F	duty to consider the panel's report under section 96E	GMI, MPRS, PC			
s.96G(1)	power to determine to recommend that a permit be granted or to refuse to recommend that a permit be granted and power to notify applicant of the determination (including power to give notice under s 23 of the Planning and Environment (Planning Schemes) Act 1996)	GMI, MPRS, PC	must be reported to Council		
s.96H(3)	power to give notice in compliance with Minister's direction	GMI, MPRS, PC			
s.96J	power to issue permit as directed by the Minister	GMI, MPRS, PC	must be reported to Council		
s.96K	duty to comply with direction of the Minister to give notice of refusal	GMI, MPRS, PC	must be reported to Council		
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	Stays with Council	not delegated or relevant to Moira Shire, applies to metropolitan Melbourne		
s.97C	power to request Minister to decide the application	Stays with Council	not delegated		
s.97D(1)	duty to comply with directions of Minister to supply any document or assistance relating to application	GMI, MPRS, PC			
s.97G(3)	function of receiving from Minister copy of notice of refusal to grant permit or copy of any permit granted by the Minister	GMI, MPRS, PC			

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PLANNING AND ENVIRONMENT ACT 1987			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.97G(6)	duty to make a copy of permits issued under s.97F available for inspection	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.97L	duty to include Ministerial decisions in a register kept under s.49	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.97MH	duty to provide information or assistance to the Planning Application Committee	GMI, MPRS, PC	
s.97MI	duty to contribute to the costs of the Planning Application Committee or subcommittee	GMI, MPRS, PC	
s.970	duty to consider application and issue or refuse to issue certificate of compliance	GMI, MPRS, PC	
s.97P(3)	duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.97Q(2)	function of being heard by VCAT at hearing of request for amendment or cancellation of certificate	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.97Q(4)	duty to comply with directions of VCAT	GMI, MPRS, PC, STP, LUP, TP, DCO	
s.97R	duty to keep register of all applications for certificate of compliance and related decisions	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR	
s.98(1)&(2)	function of receiving claim for compensation in certain circumstances	GMI, MPRS	must be reported to Council
s.98(4)	duty to inform any person of the name of the person from whom compensation can be claimed	GMI, MPRS	

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PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.101	function of receiving claim for expenses in conjunction with claim	GMI, MPRS		
s.103	power to reject a claim for compensation in certain circumstances	GMI, MPRS	must be reported to Council	
s.107(1)	function of receiving claim for compensation	GMI, MPRS	must be reported to Council	
s.107(3)	power to agree to extend time for making claim	GMI		
s.114(1)	power to apply to the VCAT for an enforcement order	GMI, MPRS, PC, DCO	must be reported to Council	
s.117(1)(a)	function of making a submission to the VCAT where objections are received	GMI, MPRS, PC, DCO		
s.120(1)	power to apply for an interim enforcement order where s.114 application has been made	GMI, MPRS, PC, DCO	must be reported to Council	
s.123(1)	power to carry out work required by enforcement order and recover costs	GMI, MPRS, PC, DCO	must be reported to Council	
s.123(2)	power to sell buildings, materials, etc salvaged in carrying out work under s.123(1)	GMI, MPRS, PC, DCO	except Crown Land	
s.129	function of recovering penalties	GMI, MPRS, PC, DCO		
s.130(5)	power to allow person served with an infringement notice further time	GMI, MPRS, PC, DCO		
s.149A(1)	power to refer a matter to the VCAT for determination	GMI, MPRS, PC		
s.149A(1A)	power to apply to VCAT for the determination of a matter relating to the interpretation of a s.173 agreement	GMI, MPRS, PC		

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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 subsection (2A) and payment or reimbursement for reasonable costs and expenses incurred by the panel in carrying out its functions unless the Minister directs otherwise under subsection (2B)), power to ask for contribution under subsection (3) and power to abandon amendment or part of it under subsection (4)	GMI, MPRS, PC	where Council is the relevant planning authority
s.171(2)(f)	power to carry out studies and commission reports	GMI, MPRS	subject to approved budget
s.171(2)(g)	power to grant and reserve easements	GMI, MPRS	
s.173	power to enter into agreement covering matters set out in s.174	CEO, GMI	
	power to decide whether something is to the satisfaction of Council, where an agreement made under section 173 of the <i>Planning and Environment Act 1987</i> requires something to be to the satisfaction of Council or Responsible Authority	GMI, MPRS, PC	
	power to give consent on behalf of Council, where an agreement made under section 173 of the <i>Planning and Environment Act 1987</i> requires that something may not be done without the consent of Council or Responsible Authority	GMI, MPRS, PC	
s.177(2)	power to end a section 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	GMI, MPRS, PC	
s.178	power to amend a s.173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	CEO	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.178A(1)	function of receiving application to amend or end an agreement	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.178A(3)	function of notifying the owner as to whether it agrees in principle to the proposal under s.178A(1)	GMI, MPRS, PC		
s.178A(4)	function of notifying the applicant and the owner as to whether it agrees in principle to the proposal	GMI, MPRS, PC, STP, LUP		
s.178A(5)	power to propose to amend or end an agreement	GMI, MPRS, PC, STP, LUP		
s.178B(1)	duty to consider certain matters when considering proposal to amend an agreement	GMI, MPRS, PC, STP, LUP		
s.178B(2)	duty to consider certain matters when considering proposal to end an agreement	GMI, MPRS, PC, STP, LUP		
s.178C(2)	duty to give notice of the proposal to all parties to the agreement and other persons who may be detrimentally affected by decision to amend or end	GMI, MPRS, PC, STP, LUP		
s.178C(4)	function of determining how to give notice under s.178C(2)	GMI, MPRS, PC, STP, LUP		
s.178E(1)	duty not to make decision until after 14 days after notice has been given	GMI, MPRS, PC, STP, LUP		
s.178E(2)(a)	power to amend or end the agreement in accordance with the proposal	GMI, MPRS, PC, STP, LUP	If no objections are made under s.178D	
			Must consider matters in s.178B	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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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	GMI, MPRS, PC, STP, LUP	If no objections are made under s.178D Must consider matters in s.178B	
s.178E(2)(c)	power to refuse to amend or end the agreement	GMI, MPRS, PC, STP, LUP	If no objections are made under s.178D Must consider matters in s.178B	
s.178E(3)(a)	power to amend or end the agreement in accordance with the proposal	GMI, MPRS, PC, STP, LUP	After considering objections, submissions and matters in s.178B	
s.178E(3)(b)	power to amend or end the agreement in a manner that is not substantively different from the proposal	GMI, MPRS, PC, STP, LUP	After considering objections, submissions and matters in s.178B	
s.178E(3)(c)	power to amend or end the agreement in a manner that is substantively different from the proposal	GMI, MPRS, PC, STP, LUP	After considering objections, submissions and matters in s.178B	
s.178E(3)(d)	power to refuse to amend or end the agreement	GMI, MPRS, PC, STP, LUP	After considering objections, submissions and matters in s.178B	
s.178F(1)	duty to give notice of its decision under s.178E(3)(a) or (b)	GMI, MPRS, PC, STP, LUP		
s.178F(2)	duty to give notice of its decision under s.178E(2)(c) or (3)(d)	GMI, MPRS, PC, STP, LUP		
s.178F(4)	duty not to proceed to amend or end an agreement under s.178E until at least 21 days after notice has been given or until an application for review to the Tribunal has been determined or withdrawn	GMI, MPRS, PC, STP, LUP		
s.178G	duty to sign amended agreement and give copy to each other party to the agreement	GMI, MPRS, PC		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.178H	power to require a person who applies to amend or end an agreement to pay the costs of giving notices and preparing the amended agreement	GMI, MPRS, PC		
s.178I(3)	duty to notify, in writing, each party to the agreement of the ending of the agreement relating to Crown land	GMI, MPRS, PC, STP, LUP		
s.179(2)	duty to make available for inspection copy agreement	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.181	duty to apply to the Registrar of Titles to record the agreement and to deliver a memorial to Registrar-General	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.181(1A)(a)	power to apply to the Registrar of Titles to record the agreement	GMI, MPRS, PC, STP, LUP		
s.181(1A)(b)	duty to apply to the Registrar of Titles, without delay, to record the agreement	GMI, MPRS, PC, STP, LUP		
s.182	power to enforce an agreement	GMI, MPRS, PC, DCO	must be reported Council	
s.183	duty to tell Registrar of Titles of ending/amendment of agreement	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.184F(1)	power to decide to amend or end an agreement at any time after an application for review of the failure of Council to make a decision	GMI, MPRS, PC		
s.184F(2)	duty not to amend or end the agreement or give notice of the decision after an application is made to VCAT for review of a failure to amend or end an agreement	GMI, MPRS, PC, STP, LUP		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.184F(3)	duty to inform the principal registrar if the responsible authority decides to amend or end an agreement after an application is made for the review of its failure to end or amend the agreement	GMI, MPRS, PC		
s.184F(5)	function of receiving advice from the principal registrar that the agreement may be amended or ended in accordance with Council's decision	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.184G(2)	duty to comply with a direction of the Tribunal	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.184G(3)	duty to give notice as directed by the Tribunal	GMI, MPRS, PC, STP, LUP, TP, DCO		
s.198(1)	function to receive application for planning certificate	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.199(1)	duty to give planning certificate to applicant	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.201(1)	function of receiving application for declaration of underlying zoning	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR		
s.201(3)	duty to make declaration	GMI, MPRS, PC		
	power to decide, in relation to any planning scheme or permit, that a specified thing has or has not been done to the satisfaction of Council	GMI, MPRS, PC, STP, LUP, TP, DCO		
	power, in relation to any planning scheme or permit, to consent or refuse to consent to any matter which requires the consent or approval of Council	GMI, MPRS, PC		

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FILE NO: 001	ITEM NO: 9.2.2
4. A WELL RUN COUNCIL	

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PLANNING /	PLANNING AND ENVIRONMENT ACT 1987				
Column 1	Column 2	Column 3	Column 4		
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS		
	power to approve any plan or any amendment to a plan or other document in accordance with a provision of a planning scheme or condition in a permit	GMI, MPRS, PC, STP, LUP, TP, DCO, BSPRS, TSO, ASOR			
	power to give written authorisation in accordance with a provision of a planning scheme	GMI, MPRS, PC, STP, LUP, TP, DCO			
s.201UAB(1)	function of providing the Victoria Planning Authority with information relating to any land within municipal district	GMI, MPRS, PC			
s.201UAB(2)	duty to provide the Victoria Planning Authority with information requested under subsection (1) as soon as possible	GMI, MPRS, PC			
s.224(8)	duty to provide information requested by Victoria Planning Authority under s.201UAB(1) not yet provided to Growth Areas Authority to Victorian Planning Authority	GMI, MPRS			

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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RAIL SAFETY (LOCAL OPERATIONS) ACT 2006					
Column 1	Column 2	Column 3	Column 4		
PROVISION	THING DELEGATED	DELEGATE	COMMENTS		
s.33	duty to comply with a direction of the Safety Director under this section	GMI, MO, SWS	where council is a utility under s3		
s.33A	duty to comply with a direction of the Safety Director to give effect to arrangements under this section	GMI, MO, SWS	duty of council as a road authority under the Road Management Act 2004		
s.34	duty to comply with a direction of the Safety Director to alter, demolish or take away works carried out contrary to a direction under s33(1)	GMI, MO, where council is a ut under s3			
s.34C(2)	function of entering into safety interface agreements with rail infrastructure manager	GMI, MO, SWS	where council is the relevant road authority		
s.34D(1)	function of working in conjunction with rail infrastructure manager in determining whether risks to safety need to be managed	GMI, MO, SWS	where council is the relevant road authority		
s.34D(2)	function of receiving written notice of opinion	GMI, MO, SWS	where council is the relevant road authority		
s.34D(4)	function of entering into safety interface agreement with infrastructure manager	GMI, MO, SWS	where council is the relevant road authority		
s.34E(1)(a)	duty to identify and assess risks to safety	GMI, MO, SWS	where council is the relevant road authority		
s.34E(1)(b)	duty to determine measures to manage any risks identified and assessed having regard to items set out in section 34E(2)(a)-(c)	GMI, MO, SWS	where council is the relevant road authority		
s.34E(3)	duty to seek to enter into a safety interface agreement with rail infrastructure manager	GMI, MO, SWS	where council is the relevant road authority		
s.34F(1)(a)	duty to identify and assess risks to safety, if written notice has been received under section 34D(2)(a)	GMI, MO, SWS	where council is the relevant road authority		
s.34F(1)(b)	duty to determine measures to manage any risks identified and assessed, if written notice has been received under section 34D(2)(a)	GMI, MO, SWS	where council is the relevant road authority		
s.34F(2)	duty to seek to enter into a safety interface	GMI, MO,	where council is the		

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

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RESIDENTIAL TENANCIES ACT 1997			
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.142D	function of receiving notice regarding an unregistered rooming house	TLEH, EHO	
s.142G(1)	duty to enter required information in Rooming House Register for each rooming house in municipal district	TLEH, EHO	
s.142G(2)	power to enter certain information in the Rooming House Register	TLEH, EHO	
s.142I(2)	power to amend or revoke an entry in the Rooming House Register if necessary to maintain the accuracy of the entry	TLEH, EHO	
s.252	power to give tenant a notice to vacate rented premises if subsection (1) applies	Not applicable	where council is the landlord
s.262(1)	power to give tenant a notice to vacate rented premises	Not applicable	where council is the landlord
s.262(3)	power to publish its criteria for eligibility for the provision of housing by council	Not applicable	Council is not a landlord
s.518F	power to issue notice to caravan park regarding emergency management plan if determined that the plan does not comply with the requirements	TLEH, EHO	
s.522(1)	power to give a compliance notice to a person	TLEH, EHO	
s.525(2)	power to authorise an officer to exercise powers in s.526 (either generally or in a particular case)	CEO, GMI	
s.525(4)	duty to issue identity card to authorised officers	CEO, GMI, MGC, GO	must be signed by Chief Executive Officer
s.526(5)	duty to keep record of entry by authorised officer under section 526	TLEH, EHO	
s.526A(3)	function of receiving report of inspection	TLEH, EHO	
s.527	authorise a person to institute proceedings (either generally or in a particular case)	CEO, GMI	delegate to consult with Chief Executive Officer

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ROAD MANA	AGEMENT ACT 2004		
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.11(1)	power to declare a road by publishing a notice in the Government Gazette	GMI, MCA, TLA, MSP	subject to Council resolution declaring road;
			obtain consent in circumstances specified in s11(2)
s.11(8)	power to name a road or change the name of a road by publishing notice in Government Gazette	GMI, MCA, TLA, MSP	subject to Council resolution to name the road
s.11(9)(b)	duty to advise Registrar	GMI, MCA, TLA, MSP	subject to Council resolution to name the road
s.11(10)	duty to inform Secretary to Department of Environment, Land, Water and Planning of declaration etc.	GMI, MCA, TLA	clause subject to s11(10A) subject to Council resolution to declare, name, discontinue etc
s.11(10A)	duty to inform Secretary to Department of Environment, Land, Water and Planning or nominated person	GMI, MCA, TLA	where council is the coordinating road authority
s.12(2)	power to discontinue road or part of a road	GMI	where council is the coordinating road authority
			subject to Council resolution to discontinue the road
s.12(4)	power to publish, and provide copy, notice of proposed discontinuance	GMI, MCA, TLA, MSP	power of coordinating road authority where it is the discontinuing body
			unless subsection (11) applies
s.12(5)	duty to consider written submissions received within 28 days of notice	GMI, MCA, TLA, MSP	duty of coordinating road authority where it is the discontinuing body
			unless subsection (11) applies
s.12(6)	function of hearing a person in support of their written submission	GMI	function of coordinating road authority where it is the discontinuing body
			unless subsection (11) applies

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANA	ROAD MANAGEMENT ACT 2004				
Column 1	Column 2	Column 3	Column 4		
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS		
s.12(7)	duty to fix day, time and place of meeting under subsection (6) and to give notice	GMI	duty of coordinating road authority where it is the discontinuing body unless subsection (11) applies		
s.12(10)	duty to notify of decision made	GMI	duty of coordinating road authority where it is the discontinuing body does not apply where an exemption is specified by the regulations or given by the Minister		
s.13(1)	power to fix a boundary of a road by publishing notice in Government Gazette	GMI, MCA, TLA, MSP	subject to Council resolution to fix a boundary road power of coordinating road authority and obtain consent under s13(3) and s13(4) as appropriate		
s.14(4)	function of receiving notice from VicRoads	GMI, MCA, TLA, MSP, MO			
s.14(7)	power to appeal against decision of VicRoads	CEO			
s.15(1)	power to enter into arrangement with another road authority, or a provider of public transport to transfer a road management function of the road authority to the other road authority or provider of public transport	Stays with Council	not delegated		
s.15(1A)	power to enter into arrangement with a utility to transfer a road management function of the utility to the road authority	Stays with Council	not delegated		
s.15(2)	duty to include details of arrangement in public roads register	GMI, MCA, TLA, MSP			
s.16(7)	power to enter into an arrangement under s15	Stays with Council	not delegated		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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Column 1 Column 2 Column 3 Column 4				
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
			CONDITIONS & EMMIATIONS	
s.16(8)	duty to enter details of determination in public roads register	GMI, MCA, TLA, MSP		
s.17(2)	duty to register public road in public roads register	GMI, MCA, TLA, MSP	where council is the coordinating road authority	
s.17(3)	power to decide that a road is reasonably required for general public use	Stays with Council	not delegated where council is the coordinating road authority	
s.17(3)	duty to register a road reasonably required for general public use in public roads register	GMI, MCA, TLA	where council is the coordinating road authority	
s.17(4)	power to decide that a road is no longer reasonably required for general public use	Stays with Council	not delegated where council is the coordinating road authority	
s.17(4)	duty to remove road no longer reasonably required for general public use from public roads register	GMI, MCA, TLA, MSP	subject to Council resolution that road no longer reasonably required for general public use where council is the coordinating road authority	
s.18(1)	power to designate ancillary area	GMI, MCA, TLA, MSP	where council is the coordinating road authority, and obtain consent in circumstances specified in s18(2)	
s.18(3)	duty to record designation in public roads register	GMI, MCA, TLA, MSP	where council is the coordinating road authority	
s.19(1)	duty to keep register of public roads in respect of which it is the coordinating road authority	GMI, MCA, TLA, MSP		
s.19(4)	duty to specify details of discontinuance in public roads register	GMI, MCA, TLA, MSP		
s.19(5)	duty to ensure public roads register is available for public inspection	GMI, MCA, TLA, MSP		

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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ROAD MANA	GEMENT ACT 2004		
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.21	function of replying to request for information or advice	GMI	obtain consent in circumstances specified in s11(2)
s.22(2)	function of commenting on proposed direction	GMI	
s.22(4)	duty to publish a copy or summary of any direction made under section 22 by the Minister in its annual report.	GMI, MCA, TLA, CMO	
s.22(5)	duty to give effect to a direction under this section.	GMI, MCA, TLA	
s.40(1)	duty to inspect, maintain and repair a public road	GMI, MO, SFPG, SWS, TLO, MCA, TLA, ATO, TO, ASIE	
s.40(5)	power to inspect, maintain and repair a road which is not a public road	GMI, MO, SFBP, TLO, MCA, TLA, ATO, TO, ASIE	
s.41(1)	power to determine the standard of construction, inspection, maintenance and repair	GMI, MCA, CDC, TLA, MO, MSP	
s.42(1)	power to declare, by public notice, a public road as a controlled access road	GMI, MCA, CDC, TLA, MSP	subject to Council resolution to declare power of coordinating road authority and Schedule 2 also applies
s.42(2)	power to amend or revoke declaration by notice published in Government Gazette	GMI, MCA, TLA, CMO, MSP	subject to Council resolution to amend or revoke power of coordinating road authority and Schedule 2 also applies
s.42A(3)	duty to consult with VicRoads before road is specified	GMI, MCA, TLA, MSP	where council is the coordinating road authority if road is a municipal road or part thereof

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ROAD MANA	GEMENT ACT 2004		
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
s.42A(4)	power to approve Minister's decision to specify a road as a specified freight road	GMI, MCA, TLA, MSP	where council is the coordinating road authority
			if road is a municipal road or part thereof and where road is to be specified a freight road
s.48EA	duty to notify the owner or occupier of land and provider of public transport on which rail infrastructure or rolling stock is located (and any relevant provider of public transport)	GMI, MCA, TLA, MO, SWS	where council is the responsible road authority, infrastructure manager or works manager
s.48M(3)	function of consulting with the Secretary for purposes of developing guidelines under section 48M	GMI, MCA, TLA, MO	
s.48N	duty to notify the Secretary of the location of the bus stopping point and the action taken by council	GMI, MCA, TLA, MO, MSP	
s.49	power to develop and publish a road management plan	GMI, MCA, TLA, MO, MSP	must be adopted by Council before publishing
s.51	power to determine standards by incorporating the standards in a road management plan	Stays with Council	not delegated
s.53(2)	power to cause notice to be published in Government Gazette of amendment etc of document in road management plan	GMI, MCA, TLA, MSP	subject to Council resolution of amendment etc of document
s.54(2)	duty to give notice of proposal to make a road management plan	GMI, MCA, TLA, MSP	subject to Council resolution of proposal to make a road management plan
s.54(5)	duty to conduct a review of road management plan at prescribed intervals	GMI, MCA, TLA, MO, MSP	
s.54(6)	power to amend road management plan	Stays with Council	not delegated
s.54(7)	duty to incorporate the amendments into the road management plan	GMI, MCA, TLA, MO, MSP	

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Column 1 Column 2 Column 3 Column 4				

PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.55(1)	duty to cause notice of road management plan to be published in Government Gazette and newspaper	GMI, MCA, TLA, MSP		
s.63(1)	power to consent to conduct of works on road	GMI, MCA, TLA, MO, SWS, ATO, ASA, MSP, ASIE	where council is the coordinating road authority	
s.63(2)(e)	power to conduct or to authorise the conduct of works in, on, under or over a road in an emergency	GMI, MCA, TLA, MO, SFBP, SWS, TLO, MSP	where council is the infrastructure manager	
s.64(1)	duty to comply with clause 13 of Schedule 7	GMI, MCA, TLA, MO, SWS, MSP	where council is the infrastructure manager or works manager	
s.66(1)	power to consent to structure etc	GMI, MCA, MO, MSP	advertising signs are subject to consultation with Safety and Amenity / Town Planning where council is the coordinating road authority	
s.67(2)	function of receiving the name & address of the person responsible for distributing the sign or bill	GMI, MCA, TLA, MSP, MSAE, SAC, SAO, BSSA, MBS, ASOSA, MPRS	where council is the coordinating road authority	
s.67(3)	power to request information	GMI, MSAE, SAC, SAO, BSSA, ASOSA, MSP, MPRS, MBS	where council is the coordinating road authority	
s.68(2)	power to request information	GMI, MSAE, SAC, SAO, BSSA, ASOSA, MSP, MPRS, MBS	where council is the coordinating road authority	
s.71(3)	power to appoint an authorised officer	CEO		
s.72	duty to issue an identity card to each authorised officer	GMI, MSAE, SAC, MGC, GO, BSSA, ASOSA, MPRS, MBS	must be signed by Chief Executive Officer	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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ROAD MAN	ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
s.85	function of receiving report from authorised officer	GMI, MSAE, SAC, SAO, BSSA, ASOSA, MPRS, MBS		
s.86	duty to keep register re s85 matters	GMI, MSAE, SAC, SAO, BSSA, ASOSA, MPRS, MBS		
s.87(1)	function of receiving complaints	GMI, MSAE, SAC, SAO, BSSA, ASOSA, MPRS, MBS		
s.87(2)	duty to investigate complaint and provide report	GMI, MSAE, SAC, SAO, MPRS, MBS		
s.112(2)	power to recover damages in court	GMI, MSAE, SAC, MPRS, MBS		
s.116	power to cause or carry out inspection	GMI, MO, SWS, MCA, TLA, ATO, TO, MSP, ASIE		
s.119(2)	function of consulting with VicRoads	GMI, MO, MCA, TLA, MSP		
s.120(1)	power to exercise road management functions on an arterial road (with the consent of VicRoads)	GMI, MO, MSP, MCA, TLA, TLO		
s.120(2)	duty to seek consent of VicRoads to exercise road management functions before exercising power in section 120(1)	GMI, MO, SWS, MCA, TLA, TLO, MSP		
s.121(1)	power to enter into an agreement in respect of works	GMI, MO, MCA, TLA, MSP		
s.122(1)	power to charge and recover fees	GMI, MO, MCA, TLA	Fees and charges set by Council during budget process	
s.123(1)	power to charge for any service	GMI, MO, MCA, TLA	Fees and charges set by Council during budget process	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

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ROAD MANA	ROAD MANAGEMENT ACT 2004			
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
Schedule 2 Clause 2(1)	power to make a decision in respect of controlled access roads	GMI		
Schedule 2 Clause 3(1)	duty to make policy about controlled access roads	Stays with Council	not delegated	
Schedule 2 Clause 3(2)	power to amend, revoke or substitute policy about controlled access roads	Stays with Council	not delegated	
Schedule 2 Clause 4	function of receiving details of proposal from VicRoads	GMI, MCA, TLA, MO		
Schedule 2 Clause 5	duty to publish notice of declaration	GMI, MCA, TLA, MO, MSP		
Schedule 7, Clause 7(1)	duty to give notice to relevant coordinating road authority of proposed installation of non-road infrastructure or related works on a road reserve	GMI, MCA, TLA, MO, SWS, MSP	where council is the infrastructure manager or works manager	
Schedule 7, Clause 8(1)	duty to give notice to any other infrastructure manager or works manager responsible for any non-road infrastructure in the area, that could be affected by any proposed installation of infrastructure or related works on a road or road reserve of any road	GMI, MCA, TLA, MO, SWS, MSP	where council is the infrastructure manager or works manager	
Schedule 7, Clause 9(1)	duty to comply with request for information from a coordinating road authority, an infrastructure manager or a works manager responsible for existing or proposed infrastructure in relation to the location of any non-road infrastructure and technical advice or assistance in conduct of works	GMI, MCA, TLA, MO, SWS, MSP	where council is the infrastructure manager or works manager responsible for non-road infrastructure	
Schedule 7, Clause 9(2)	duty to give information to another infrastructure manager or works manager where becomes aware any infrastructure or works are not in the location shown on records, appear to be in an unsafe condition or appear to need maintenance	GMI, MCA, TLA, MO, SWS, MSP	where council is the infrastructure manager or works manager	

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ROAD MANA	AGEMENT ACT 2004		
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
Schedule 7, Clause 10(2)	where Schedule 7 Clause 10(1) applies, duty to, where possible, conduct appropriate consultation with persons likely to be significantly affected	GMI, MCA, TLA, MO, SWS, MSP	where council is the infrastructure manager or works manager
Schedule 7 Clause 12(2)	power to direct infrastructure manager or works manager to conduct reinstatement works	GMI, MCA, TLA, MSP, MO	where council is the coordinating road authority
Schedule 7 Clause 12(3)	power to take measures to ensure reinstatement works are completed	GMI, MCA, TLA, MSP, MO	where council is the coordinating road authority
Schedule 7 Clause 12(4)	duty to ensure that works are conducted by an appropriately qualified person	GMI, MCA, CDC, TLA, MSP	where council is the coordinating road authority
Schedule 7 Clause 12(5)	power to recover costs	GMI, MCA, TLA, MSP	where council is the coordinating road authority
Schedule 7, Clause 13(1)	duty to notify relevant coordinating road authority within 7 days that works have been completed, subject to Schedule 7, Clause 13(2)	GMI, MCA, TLA, MO, MSP	where council is the works manager
Schedule 7 Clause 13(2)	power to vary notice period	GMI, MCA, TLA, MSP	where council is the coordinating road authority
Schedule 7, Clause 13(3)	duty to ensure works manager has complied with obligation to give notice under Schedule 7, Clause 13(1)	GMI, MCA, TLA, MO, MSP	where council is the infrastructure manager
Schedule 7 Clause 16(1)	power to consent to proposed works	GMI, MCA, TLA, ATO, ASA, MSP, ASIE	where council is the coordinating road authority
Schedule 7 Clause 16(4)	duty to consult	GMI, MCA, TLA, ATO, ASA, MSP, ASIE	where council is the coordinating road authority, responsible authority or infrastructure manager
Schedule 7 Clause 16(5)	power to consent to proposed works	GMI, MCA, TLA, ATO, ASA, MSP, ASIE	where council is the coordinating road authority

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ATTACHMENT No [1] - Instrument of Delegation to Council Staff

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Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
Schedule 7 Clause 16(6)	power to set reasonable conditions on consent	GMI, MCA, TLA, ATO, ASA, MSP, ASIE	where council is the coordinating road authority
Schedule 7 Clause 16(8)	power to include consents and conditions	GMI, MCA, TLA, ATO, ASA, MSP, ASIE	where council is the coordinating road authority
Schedule 7 Clause 17(2)	power to refuse to give consent and duty to give reasons for refusal	GMI, MCA, TLA, MSP	where council is the coordinating road authority
Schedule 7 Clause 18(1)	power to enter into an agreement	GMI	where council is the coordinating road authority
Schedule 7 Clause 19(1)	power to give notice requiring rectification of works	GMI, MSAE, SAC, SAO, MO, MSP, TLA, MPRS, MBS	where council is the coordinating road authority
Schedule 7 Clause 19(2) & (3)	power to conduct the rectification works or engage a person to conduct the rectification works and power to recover costs incurred	GMI, MSAE, SAC, SAO, MO, MSP, TLA, MPRS, MBS	where council is the coordinating road authority
Schedule 7 Clause 20(1)	power to require removal, relocation, replacement or upgrade of existing non-road infrastructure	GMI, MSAE, SAC, SAO, MO, MSP, MPRS, MBS	where council is the coordinating road authority
Schedule 7A Clause 2	power to cause street lights to be installed on roads	GMI, MCA, TLA, MSP	power of responsible road authority where it is the coordinating road authority or responsible road authority in respect of the road
Schedule 7A Clause 3(1)(d)	duty to pay installation and operation costs of street lighting - where road is not an arterial road	GMI, MCA, TLA, MSP	where council is the responsible road authority
Schedule 7A Clause 3(1)(e)	duty to pay installation and operation costs of street lighting –where road is a service road on an arterial road and adjacent areas	GMI, MCA, TLA, MSP	where council is the responsible road authority

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FILE NO: 001
4. A WELL RUN COUNCIL

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

PLANNING A	PLANNING AND ENVIRONMENT REGULATIONS 2015				
Column 1	Column 2	Column 3	Column 4		
PROVISION	THING DELEGATED	DELEGATE	COMMENTS		
r.6	function of receiving notice, under section 19(1)(c) of the Act, from a planning authority of its preparation of an amendment to a planning scheme	GMI, MPRS, PC	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the planning scheme to designate Council as an acquiring authority.		
r.21	power of responsible authority to require a permit applicant to verify information (by statutory declaration or other written confirmation satisfactory to the responsible authority) in an application for a permit or to amend a permit or any information provided under section 54 of the Act	GMI, MPRS, PC			
r.25(a)	duty to make copy of matter considered under section 60(1A)(g) available for inspection free of charge	GMI, MPRS, PC, SP, LUP, TP, DCO, BSPRS, TSO, ASOR	where Council is the responsible authority		
r.25(b)	function of receiving a copy of any document considered under section 60(1A)(g) by the responsible authority and duty to make the document available for inspection free of charge	GMI, MPRS, PC, SP, LUP, TP, DCO, BSPRS, TSO, ASOR	where Council is not the responsible authority but the relevant land is within Council's municipal district		
r.42	function of receiving notice under section	GMI, MPRS, PC	where Council is not the		

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Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	COMMENTS
	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		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 A	AND ENVIRONMENT (FEES) REGULATION	ONS 2016			
Column 1 Column 2 Column 3 Column 4					
PROVISION	THING DELEGATED	DELEGATE	COMMENTS		
r.16	power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	GMI, MPRS, PC			
r.19	power to waive or rebate a fee relating to an amendment of a planning scheme	GMI, MPRS, PC			
r. 20	power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	GMI, MPRS, PC			
r. 21	duty to record matters taken into account and which formed the basis of a decision to waive or rebate a fee under r. 19 or 20	GMI, MPRS, PC, STP, LUP, TP, DCO			

RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION AND STANDARDS) REGULATIONS 2010					
Column 1	Column 2	Column 3	Column 4		
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS		
r.7	function of entering into a written agreement with a caravan park owner	TLEH, EHO			

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	TENANCIES (CARAVAN PARKS AND MOVAI REGULATIONS 2010	BLE DWELLIN	GS REGISTRATION
Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.11	function of receiving applications for registration	TLEH, EHO	
r.13(1)	duty to grant registration if (a) and (b) are satisfied	TLEH, EHO	
r.13(2)	duty to renew the registration if satisfied that the caravan park complies with these regulations	TLEH, EHO	
r.13(2)	power to refuse to renew the registration if not satisfied that the caravan park complies with these regulations	TLEH, EHO	
r.13(4) & (5)	duty to issue a certificate of registration	TLEH, EHO	
r.15(1)	function of receiving notice of transfer of ownership	TLEH, EHO	
r.15(3)	power to determine where notice of transfer is displayed	TLEH, EHO	
r.16(1)	duty to transfer registration to new caravan park owner	TLEH, EHO	
r.16(2)	duty to issue certificate of transfer of registration	TLEH, EHO	
r.17(1)	power to determine the fee to accompany applications for registration or applications for renewal of registration	TLEH, EHO	
r.18	duty to keep register of caravan parks	TLEH, EHO	
r.19(4)	power to determine where the emergency contact person's details are displayed	TLEH, EHO	
r.19(6)	power to determine where certain information is displayed	TLEH, EHO	
r.22A(1)	duty to notify a caravan park owner of the relevant emergency services agencies for the caravan park, on the request of the caravan park owner	TLEH, EHO	
r.22A(2)	duty to consult with relevant emergency services agencies	TLEH, EHO	

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RESIDENTIAL TENANCIES (CARAVAN PARKS AND MOVABLE DWELLINGS REGISTRATION STANDARDS) REGULATIONS 2010				
Column 1	Column 2	Column 3	Column 4	
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS	
r.23	power to determine places in which caravan park owner must display a copy of emergency procedures	TLEH, EHO		
r.24	power to determine places in which caravan park owner must display copy of public emergency warnings	TLEH, EHO		
r.25(3)	duty to consult with relevant floodplain management authority	TLEH, EHO		
r.26	duty to have regard to any report of the relevant fire authority	TLEH, EHO		
r.28(c)	power to approve system for the collection, removal and disposal of sewage and waste water from a movable dwelling	TLEH, EHO		
r.39	function of receiving notice of proposed installation of unregistrable movable dwelling or rigid annexe	TLEH, EHO		
r.39(b)	power to require notice of proposal to install unregistrable movable dwelling or rigid annexe	TLEH, EHO		
r.40(4)	function of receiving installation certificate	TLEH, EHO		
r.42	power to approve use of a non-habitable structure as a dwelling or part of a dwelling	TLEH, EHO		
Schedule 3 clause 4(3)	power to approve the removal of wheels and axles from unregistrable movable dwelling	TLEH, EHO		

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olumn 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS &
r. 8 (1)	duty to conduct reviews of road management plan	GMI, MCA, TLA, MO, MSP	
r. 9(2)	duty to give notice of review of road management plan	GMI, MCA, TLA, , MSP	
r. 9 (2)	duty to produce written report of review of road management plan and make report available	GMI, MCA, TLA, , MSP, TLCustS	
r.9(3)	duty to give notice where road management review is completed and no amendments will be made (or no amendments for which notice is required)	GMI, MCA, TLA	where council is the coordinating road authority
r. 10	duty to give notice of amendment which relates to standard of construction, inspection, maintenance or repair under section 41 of the Act	GMI, MCA, TLA, , MSP	
r.13(1)	duty to publish notice of amendments to road management plan	GMI, MGC. MCA, TLA	where council is the coordinating road authority
r. 13(3)	duty to record on road management plan the substance and date of effect of amendment	GMI, MCA, TLA, ,	
r. 16(3)	power to issue permit	GMI, MCA, TLA, ATO, AO, MSP, ASIE	where council is the coordinating road authority
r.18(1)	power to give written consent re damage to road	GMI, MCA, TLA	in consultation with Manager Operations where council is the coordinating road authority

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Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r. 23(2)	power to make submission to Tribunal	GMI, MCA	where council is the coordinating road authority
r.23(4)	power to charge a fee for application under section 66(1) Road Management Act	GMI, MCA	where council is the coordinating road authority
r. 25(1)	power to remove objects, refuse, rubbish or other material deposited or left on road	GMI, MO, ,SFPG SWS, TLO, MSAE, SAC, SAO, MPRS, MBS	where council is the responsible road authority
r. 25(2)	power to sell or destroy things removed from road or part of road (after first complying with r. 25 (3)	GMI, MO, MSAE, SAC, SAO, TLO, MPRS, MBS	where council is the responsible road authority
r. 25(5)	power to recover in the Magistrates' Court, expenses from person responsible	GMI, MSAE, SAC, SAO, MO, MPRS, MBS	

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REVIEW OF COUNCIL DELEGATIONS TO COUNCIL STAFF (cont'd)

ATTACHMENT No [1] - Instrument of Delegation to Council Staff

S6 - Instrument of Delegation to Members of Council Staff



ROAD MANAGEMENT (WORKS AND INFRASTRUCTURE) REGULATIONS 2015

Note: these regulations commenced on 20 June 2015, replacing the Roads Management (works & infrastructure) Regulations 2005, which expired on 21 June 2015

Column 1	Column 2	Column 3	Column 4
PROVISION	THING DELEGATED	DELEGATE	CONDITIONS & LIMITATIONS
r.10	power, where consent given under s.63(1) of the Act, to exempt a person from requirement under clause 13(1) of Schedule 7 to that Act to give notice as to the completion of those works	GMI	where council is the coordinating road authority and where consent given under section 63(1) of the Act
r.18(2)	power to waive whole or part of fee in certain circumstances	GMI	where council is the coordinating road authority
r.15	Power to exempt a person from requirement under clause 13(1) of Schedule 7 to that Act to give notice as to the completion of those works	GMI, MCA	where council is the coordinating road authority and where consent given under section 63(1) of the Act
r.22 (2)	power to waive whole or part of fee in certain circumstances	GMI, CFO, MCA, GMC	where council is the coordinating road authority

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FILE NO: F13/503		ITEM NO: 9.2.3
4. A WELL RUN COUNCIL		

ASSEMBLIES OF COUNCIL

RECOMMENDATION

That Council receive and note the attached Records of Assembly of Councillors.

1. Executive Summary

This report details the Assembly of Councillors for September 2017 and is prepared in accordance with the requirements of the Local Government Act (the Act) 1989 section 80A.

2. Background and Options

This report fulfills Council's legislative obligation to report the matters considered and whether a conflict of interest disclosure was made by a Councillor at

- A meeting of an advisory committee where at least one Councilor is present; or
- A meeting, briefing or other activity where at least half of the Council and a member of Council staff are present; and
- Where the matters considered may be subject to a decision of Council or exercise of a function, duty or power of the Council that has been delegated to a person or committee.

Meeting	Present at meeting	Matters discussed	Declaration of Interest(s)
Council Briefing – 6 September 2017	Councillors: Gary Cleveland Peter Lawless Wendy Buck Libro Mustica John Beitzel Kevin Bourke Staff: Chief Executive Officer, Mark Henderson Acting General Manager Infrastructure, Graham Henderson General Manager Community, Sally Rice General Manager Corporate, Simon Rennie Manager Governance and Communications, Linda Nieuwenhuizen Manager Economic Development Officer, Jane O'Brien Tourism Development Officer, Louise Munk Klint Safety and Amenity Officer, Chrissie Kalz Safety and Amenity Coordinator, John Shaw	Shire and town entrance signage Annual report 2016/17 Visitor Services Strategy feedback and proposed amendments Wilby bridge closure Domestic Animal Management Plan Councillor issues	Nil

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FILE NO: F13/503	ITEM NO: 9.2.3
4. A WELL RUN COUNCIL	

ASSEMBLIES OF COUNCIL (cont'd)

Meeting	Present at meeting	Matters discussed	Declaration of Interest(s)	
Youth Council – 12 September 2017	Councillors: Marie Martin Staff: Youth Officer, Sharon Nye Team Leader Community Services, Kim Fitzgerald	 Youth funded projects Art & Culture survey – evaluation of Youth Council funded project 	Nil	
Council Briefing – 20 September 2017	Councillors: Gary Cleveland Wendy Buck Peter Mansfield Libro Mustica Marie Martin	 Annual Report 2016/17 Agenda review Hoodle Street Bundalong 	Nil	
	Staff: Chief Executive Officer, Mark Henderson General Manager Corporate, Simon Rennie			

3. Financial Implications

There are no financial implications with this report.

4. Risk Management

Risk is mitigated by responsible officers recording assembles of Council when they occur.

5. Internal and External Consultation

The community are able to access written records of assemblies of Councillors via the Council minutes.

There are no internal consultations associated with this report.

6. Regional Context

All Victorian Councils have statutory obligations under section 80A of the Local Government act 1989 (the Act) to record assembles of Councils.

7. Council Plan Strategy

The proposal under consideration in the report supports Council Plan Strategy No. 4 - Well Run Council.

8. Legislative / Policy Implications

Inclusion of the records of Assembly of Councillors in the Council agenda, and incorporation into the Minutes ensures Council meets its statutory obligations under section 80A of the Local Government act 1989 (the Act).

9. Environmental Implications

There are no environmental implications with this report.

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FILE NO: F13/503	ITEM NO: 9.2.3
4. A WELL RUN COUNCIL	

ASSEMBLIES OF COUNCIL (cont'd)

10. Conflict of Interest Considerations

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

11. Conclusion

The Assembly of Councillors records incorporated into this report are a true and accurate record of all assemblies of Councillors reported during September 2017.

Attachments

Nil

Moira Shire Council Page 117 of 279

FILE NO: F16/701	ITEM NO: 9.2.4
4. A WELL RUN COUNCIL	

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017

RECOMMENDATION

That Council notes the projections for the 2017/18 financial year contained in the September2017 quarterly budget review.

1. Executive Summary

Income Statement

There has been an increase in the forecast deficit from \$3.30 million in the adopted budget to \$3.40 million in the September forecast. This is mainly driven by a timing difference in expenditure planned in the 2016/17 financial year being spent in the 2017/18 financial year, specifically costs associated with the Regional Fruit Fly program which is funded by a Victorian government grant.

Balance Sheet

The Balance Sheet of Moira Shire remains strong.

Cash Flow Statement

The cash position of Moira Shire remains strong.

Capital Expenditure

The capital works budget for the September quarter is \$9.71 million. The Council total capital works program is \$14.02 million; this includes the carryover of capital projects from the 2016/17 financial year and expected to be completed in this financial year.

Financial Performance indicators

All Financial performance indicators remain within an acceptable range.

2. Background and Options

The quarterly budget review is mandated under Section 138 of the Local Government Act 1989.

The Act requires that at least every three months the Chief Executive Officer must ensure a statement comparing the budgeted revenue and expenditure for the financial year with actual revenue and expenditure to date is presented to the Council.

3. Financial Implications

3.1 Summary of changes to projected operating result for the 2017/18 financial year

The deficit for the Proposed September 2017 Forecast is expected to be \$3,398,421 - an increase in the deficit of \$99,902 compared to the Adopted Budget 2017/18 deficit of \$3,298,519. The deficit is driven by the receipt of the Financial Assistance Grant in 2016/17 which would have normally been receipted in the 2017/18 year.

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FILE NO: F16/701
4. A WELL RUN COUNCIL

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

Budget 2017/18 vs Proposed Forecast September 2017	(Favourable) / Unfavourable \$
Surplus – Adopted Budget 2017/18	3,298,519
Rates Income	(378,021)
Capital Income	73,214
Operating Grants	(538,321)
Other Operating Income	11,469
Employee Costs	32,983
Material & Services	555,918
Contract Services	340,660
Other Operating Expenditure	2,000
Proposed September 2017 Forecast Surplus	3,398,421

The material reasons for the increase in the deficit are as follows:

- a) Rates Income Variance is a result of an increased number of supplementary rate assessments in the 2016/17 financial year resulting in higher than budgeted rates and charges levied in the 2017/18 year. Supplementary increases are permitted outside the rate cap.
- b) **Capital Income** Variance is driven by reduction in capital grant for the Barmah Punt, 50% of which was received as income in the 2016/17 financial year, this is offset by receipt of unbudgeted developer contributions for future drainage works.
- c) Operating Grants Variance is driven by the restoration of indexation on the Commonwealth government Financial Assistance Grant (\$0.32 million) and additional funding from the Victorian government for the Regional Fruit Fly program (\$0.21 million).
- d) **Materials and Services** Variance is mainly driven by additional costs associated with the Regional Fruit Fly program \$0.27 million (part of which is 2016/17 budget not spent due to delays in commencing program), reforecasting expenses committed to in 2016/17 but not paid by the end of the financial year \$0.17 million.
- e) **Contract Services** Variance is mainly driven by additional costs associated with the Regional Fruit Fly program \$0.20 million, and the reforecasting expenses committed to in 2016/17 but not paid by the end of the financial year \$0.06 million.

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QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

3.2 Income Statement

				Budget 2017/18 vs
	Adopted		Proposed	Proposed
	Budget	YTD Actuals	Forecast	Forecast
Income Statement	2017/18	2017/18	Sep 2017	September 2017
Income	2011710	2011710	00p 20	Coptombol 2011
Rates	(34,925,834)	(35,186,647)	(35,303,855)	(378,021)
Operating Grants	(5,912,054)	(1,643,348)	(6,450,375)	(538,321)
Capital Grants	(4,382,577)	(1,618,904)	(4,282,577)	100,000
Capital Contributions	(50,000)	(26,786)	(76,786)	(26,786)
Operating Contributions	(66,200)	(16,326)	(66,200)	(23,133)
Contributions - non-monetary (Donated	(00,200)	(10,020)	(00,200)	
assets)	(200,000)	_	(200,000)	_
Reimbursements and Subsidies	(66,374)	(18,172)	(69,905)	(3,531)
User Charges	(2,904,600)	(608,260)	(2,889,600)	15,000
Statutory Fees and Fines	(1,103,655)	(336,035)	(1,103,655)	-
Interest	(450,000)	(58,301)	(450,000)	-
Other Revenues	(458,067)	(115,278)	(458,067)	-
Net Gain on Land Held for Resale	(15,000)	(178,699)	(15,000)	-
Net Gain on Disposal of Property, Plant	(10,000)	(110,000)	(10,000)	
& Equipment	(15,000)	(11,196)	(15,000)	_
Income Total	(50,549,361)	(39,817,951)	(51,381,020)	(831,659)
	, , , ,	, , , ,	, , ,	, , ,
Expenditure				
Employee Costs	21,514,330	4,886,765	21,547,313	32,983
Materials & Services	14,999,367	3,725,015	15,555,285	555,918
Contract Services	5,452,998	788,500	5,793,658	340,660
Utilities	1,050,092	229,333	1,050,092	-
Bad and Doubtful Debts	2,500	-	2,500	-
Depreciation	9,502,000	3,167,332	9,502,000	•
Other Expenses	500,969	100,330	502,969	2,000
Interest on Borrowings	315,624	81,889	315,624	-
Interest on Unwinding of Discount of				
Provisions	300,000	-	300,000	-
Written Down Value of Infrastructure				
Replaced	200,000	-	200,000	-
Share of Net Loss of Associated Entity	10,000	-	10,000	-
Expenditure Total	53,847,880	12,979,164	54,779,441	931,561
Operating Result	3,298,519	(26,838,788)	3,398,421	99,902

Moira Shire Council Page 120 of 279

FILE NO: F16/701 ITEM NO: 9.2.4
4. A WELL RUN COUNCIL

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

3.3 Balance Sheet

			Budget 2017/18
		Proposed	vs
	YTD Actuals	Forecast	Proposed Forecast
Balance Sheet	2017/18	Sep 2017	September 2017
Current Assets	27,680,000	32,580,098	(4,900,098)
Non-Current Assets	531,452,000	531,452,000	-
Total Assets	559,132,000	564,032,098	(4,900,098)
Current Liabilities	10,852,000	10,852,000	-
Non-current Liabilities	15,290,000	15,290,000	-
Total Liabilities	26,142,000	26,142,000	-
Net Assets	532,990,000	537,890,098	(4,900,098)
Equity	532,990,000	537,890,098	(4,900,098)

3.4 Statement of Cash Flow

			Budget 2017/18
	Adopted	Proposed	vs
	Budget	Forecast	Proposed Forecast
Statement of Cash Flow	2017/18	Sep 2017	September 2017
Net cash flows provided by			
operating activities	6,671,000	6,571,098	99,902
Net cash flow used on investing			
activities	(9,225,000)	(9,225,000)	-
Net cash flows provided by			
financing activities	(1,356,000)	(1,356,000)	-
Net change in cash held	(3,910,000)	(4,009,902)	99,902
Cash at the beginning of the year	25,810,000	30,810,000	(5,000,000)
Cash at the end of the year	21,900,000	26,800,098	(4,900,098)

Moira Shire Council Page 121 of 279

FILE NO: F16/701	ITEM NO: 9.2.4
4. A WELL RUN COUNCIL	

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

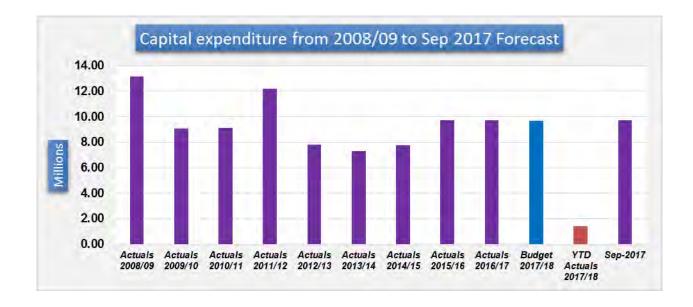
3.5 Capital

				Budget 2017/18
	Adopted		Proposed	vs
	Budget	YTD Actuals	Forecast	Proposed Forecast
Capital	2017/18	2017/18	Sep 2017	September 2017
Total capital income	(4,724,577)	(1,656,886)	(4,651,363)	73,214
Total capital expenditure	9,661,500	1,408,970	9,711,500	50,000
Grand Total	4,936,923	(247,916)	5,060,137	123,214

Capital Expenditure commitments outstanding of \$3,367,301.

3.6 Capital Expenditure

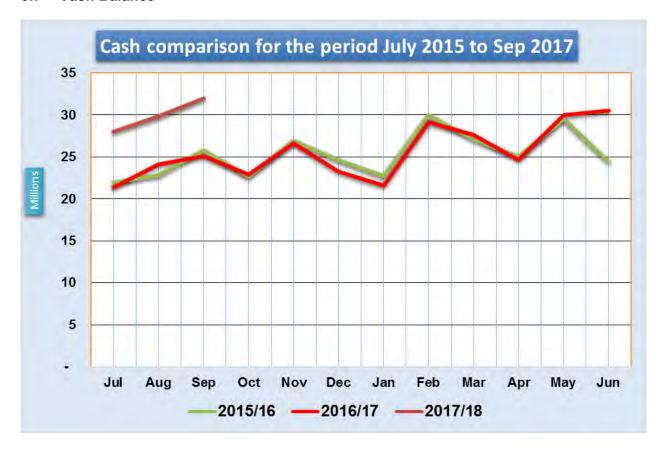
Historical expenditure on capital works:



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QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

3.7 Cash Balance



This graph represents the balance of cash assets which comprises cash at bank and on hand plus investments. The balance of cash assets remains in a sound position at \$33.25 million year to date; this balance is inflated by the receipt of 50% of the 2017/18 Financial Assistance Grant in the 2016/17 financial year. The balance of Cash and cash equivalents at 30 June 2018 is proposed to be \$26.80 million.

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FILE NO: F16/701 ITEM NO: 9.2.4
4. A WELL RUN COUNCIL

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

3.8 Financial Performance Indicators

	Dimension/indicator /measure	Band / Range	Results 2016	Results 2017	Budget 2017/18	Sep 2017 Review
	Efficiency					
	Revenue level					
E1	Average residential rate per residential property assessment	\$700 to \$2,000	\$1,824	\$1,853	\$1,847	\$1,950
	[Residential rate revenue / Number of residential property					
	assessments]					
	Expenditure level					
E2	Expenses per property assessment	\$2,000 to \$5,000	\$2,880	\$2,976	\$3,116	\$3,162
	[Total expenses / Number of property assessments]					
	Workforce turnover					
E3	Resignations and terminations compared to average staff	5% to 20%	10.10%	9.11%	9.00%	9.00%
	[Number of permanent staff resignations and terminations /					
	Average number of permanent staff for the financial year] x100					
	Liquidity					
	Working capital					
L1	Current assets compared to current liabilities	225% to 350%	334.10%	399.38%	255.07%	300.22%
	[Current assets / Current liabilities] x100					
	Unrestricted cash					
L2	Unrestricted cash compared to current liabilities	110% to 250%	252.29%	318.30%	177.22%	222.37%
	[Unrestricted cash / Current liabilities] x100					
	Obligations					
	Asset renewal					
01	Asset renewal compared to depreciation	75% to 100%	67.24%	89.95%	93.57%	93.57%
	[Asset renewal expense / Asset depreciation] x100		0112170			
	Loans and borrowings					
02	Loans and borrowings compared to rates	0% to 20%	16.83%	13.54%	10.26%	10.26%
-	[Interest bearing loans and borrowings / Rate revenue] x100	0,000 20,0	10.0070	, .	. 5.2575	.0.2070
03	Loans and borrowings repayments compared to rates	0% to 5%	4.46%	3.98%	2.99%	2.99%
	[Interest and principal repayments on interest bearing loans and	6,000		0.0070	,	,
	borrowings / Rate revenue] x100					
	Indebtedness					
04	Non-current liabilities compared to own source revenue	25% to 40%	40.23%	37.29%	38.28%	37.94%
	[Non-current liabilities / Own source revenue] x100	20/0 10 40/0	10.2070	07.2070	00.2070	07.0170
	Operating position					
	Adjusted underlying result					
OP1	Adjusted underlying result Adjusted underlying surplus (or deficit)	0% to 3%	0.20%	14.30%	-8.84%	-8.93%
01 1	[Adjusted underlying surplus (deficit)/ Adjusted underlying	07010370	0.2070	14.50 /0	-0.0470	-0.5570
	revenue] x100					
	Stability					
	Rates concentration					
S1	Rates concentration Rates compared to adjusted underlying revenue	40% to 70%	66.26%	56.22%	70.06%	69.36%
01	[Rate revenue / Adjusted underlying revenue] x100	70/010/0/0	00.20 /0	JU.ZZ /0	70.0070	09.50%
	Rates effort					
S2		0.40% to 0.70%	0.66%	0.63%	0.65%	0.65%
32	Rates compared to property values	0.40% (0 0.70%	0.00%	0.03%	0.05%	0.05%
	[Rate revenue / Capital improved value of rateable properties in					
	the municipality] x100					

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FILE NO: F16/701 4. A WELL RUN COUNCIL **ITEM NO: 9.2.4**

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

3.9 Financial Indicators







Moira Shire Council Page 125 of 279

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)





4. Risk Management

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

Capital Works

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

Grant Income

Council has a significant level of government grants - \$15.35 million. These grants underpin several capital works projects and operating programs, all of which are of importance to the community. Capital grants, for 2016/17, total \$4.56 million and operating grants \$10.79 million. Due to the conservative position taken by Government in approving new grants the trend as a proportion of the total income may continue to decrease. The continuation of this level of funding will be monitored closely.

5.

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FILE NO: F16/701	ITEM NO: 9.2.4
4. A WELL RUN COUNCIL	

QUARTERLY BUDGET REVIEW - SEPTEMBER 2017 (cont'd)

Internal and External Consultation

The following members of staff were consulted:

- Corporate Management Team
- All Managers
- · Chief Financial Officer
- Finance Coordinator
- Financial Accountant

The Council's September 2017 budget review is provided for public viewing in accordance with Council's open and transparent governance policy.

6. Regional Context

There are no regional issues to consider within this report.

7. Council Plan Strategy

Moira Shire will meet governance, communication, compliance and regulatory standards through its commitment to advocacy and effective decision making and demonstrate good governance by being consensus orientated, equitable, effective and efficient.

8. Legislative / Policy Implications

This report complies with Section 138 of the Local Government Act 1989 and Council's Budget and Financial Reporting policy.

9. Environmental Impact

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

10. Conflict of Interest Considerations

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

11. Conclusion

The projected cash position is \$26.80 million as at 30 June 2018.

An operating deficit of \$3.40 million is forecast as at 30 June 2018.

A total capital works program of \$14.02 million with a 2017/18 capital budget of \$9.71 million.

Council continues to manage its position and continues to seek additional revenue streams and monitor expenditure.

Attachments

Nil

Moira Shire Council Page 127 of 279

FILE NO: 001
1. A GREAT PLACE TO LIVE

YARRAWONGA-MULWALA BRIDGE - COUNCIL RESPONSE TO PLEBISCITE RESULTS

RECOMMENDATION

That Council confirm its ongoing support for the green route as the preferred alignment for the construction of the new Yarrawonga-Mulwala Bridge and continue its advocacy with key decision makers.

1. Executive Summary

This report seeks Council's re-endorsement of the green route as Council's preferred alignment for the replacement of the Yarrawonga-Mulwala Bridge.

Council has considered the results of the rigorous, independent and transparent plebiscite delivered by the Victorian Electoral Commission (VEC) which provided the local Yarrawonga community with opportunity to express its view on the route options.

More than 56% of eligible voters participated in the plebiscite and the results confirmed emphatic support for the 'green route'.

The plebiscite is not binding on Council and for this reason it is recommended Council formally re-endorse its position in line with the community's expressed view.

2. Background and Options

Adopted Council position

At its 18 November 2013 Council Meeting, Council resolved to support the green route as its preferred option for the Yarrawonga-Mulwala Bridge. The green and grey routes are described in the attached document that was provided as part of the plebiscite information process.

Yarrawonga-Mulwala Plebiscite

- During August 2017, Council engaged the VEC to undertake a plebiscite to confirm the community's preferred route for a future Yarrawonga-Mulwala Bridge crossing.
- The voting roll included residents and property owners located in the postcodes of 3730 and 3728, with ads appearing during July asking residents to confirm their eligibility if they were unsure if they were enrolled.
- From 23 August 2017 a total of 8824 ballots were mailed to names listed on the electoral roll.

Plebiscite participation and results

A total of 4987 ballots were received by the close at 5 pm Friday 22 September.

- This equates to a participation rate of 56.5%.
- The VEC advised this is a very strong level of participation for a voluntary postal plebiscite.
- The plebiscite confirmed 3159 votes in favour of option 1 green route, with 968 votes in favour of option 2 grey route.

Re-endorsement of Council position

The Plebiscite result is non-binding on Council. For this reason it is recommended that Council formally re-endorse its commitment to the green route and in doing so reflect the overwhelming view expressed by the Yarrawonga community.

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FILE NO: 001
1. A GREAT PLACE TO LIVE

YARRAWONGA-MULWALA BRIDGE - COUNCIL RESPONSE TO PLEBISCITE RESULTS (cont'd)

Council's position will define our ongoing efforts to encourage stakeholders to reflect on the view expressed by the Yarrawonga community and how this should or can inform their position on the options for the delivery of a new bridge for the Yarrawonga-Mulwala community.



3. Regional Context

The Yarrawonga-Mulwala bridge is vital to connecting the communities and industries of northern Victorian and the NSW's southern riverina, as well as providing a key link within national road networks.

4. Legislative / Policy Implications

Council current adopted position is in support of the green route.

5. Conflict of Interest Considerations

There are no officer conflicts of interest associated with the preparation of this report.

6. Conclusion

With a strong and clear community view confirmed through the independent and rigorous VEC plebiscite, it is timely for Council to reconfirm its support for the green route as the preferred alignment for a future Yarrawonga-Mulwala bridge. Council's advocacy efforts will involve sharing the results with key decision makers and seeking a commitment that they listen and respond to a clearly articulated community view.

Attachments

1 Yarrawonga-Mulwala Bridge Plebiscite fact sheet

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ORDINARY COUNCIL MEETING WEDNESDAY, 25 OCTOBER 2017

FILE NO: 001	ITEM NO: 9.2.5
1. A GREAT PLACE TO LIVE	

YARRAWONGA-MULWALA BRIDGE - COUNCIL RESPONSE TO PLEBISCITE RESULTS (cont'd)

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ITEM NO: 9.2.5 FILE NO: 001 1. A GREAT PLACE TO LIVE

YARRAWONGA-MULWALA BRIDGE - COUNCIL RESPONSE TO PLEBISCITE RESULTS (cont'd)

ATTACHMENT No [1] - Yarrawonga-Mulwala Bridge Plebiscite fact sheet



Bridge Route Yarrawonga **Plebiscite** Mulwala



For further information on the proposed

www.vicroads.vic.gov.au

Roads and Maritime Services www.rms.nsw.gov.au For further information on the plebiscite process please visit:

Moira Shire Council? No, the result is not

binding.

Is the result of the plebiscite binding on

.

a plebiscite? Council would like to know

Why is Moira Shire Council conducting

which route THE COMMUNITY prefers.

Who decides the bridge route? The

.

Victorian and New South Wales

www.moira.vic.gov.au Moira Shire Council

For further information

farrawonga Mulwala bridge please visit:

What is a plebiscite? A plebiscite provides the opportunity for community members

to vote on an important public question.

plebiscite is not compulsory and you will

Is voting compulsory? No, voting in a

not be fined if you choose not to vote.

existing bridge cannot meet today's road bridge? The Yarrawonga Weir will be Why does Yarrawonga need a new closed to vehicles in 2020 and the safety standards. Services. .

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with VicRoads and Roads and Maritime

Governments decide, in consultation

Moira Shire Council

FILE NO: 001 1. A GREAT PLACE TO LIVE **ITEM NO: 9.2.5**

YARRAWONGA-MULWALA BRIDGE - COUNCIL RESPONSE TO PLEBISCITE RESULTS (cont'd)

ATTACHMENT No [1] - Yarrawonga-Mulwala Bridge Plebiscite fact sheet

Weir Route (Option 1)



Highlights

- Less through traffic impact on Yarrawonga urban areas;
- Keeps the lake end of Belmore Street available for a tourism precinct;
- Avoids heavy vehicles crossing the lake at the top of Belmore Street;
- Reduces the cost of approach road to Victoria:
- · Aligns the road and rail freight corridor.

Existing Bridge Route (Option 2)



Highlights

- Shortest connection between the two town centres;
- Better access from Mulwala to Belmore Street retail precinct;
- Reduces the cost of approach road to NSW/-
- Requires demolition of the current road bridge;
- Replicates the established use of the current road bridge.

Moira Shire Council Page 132 of 279

FILE NO: F17/88

1. A GREAT PLACE TO LIVE

THE BIG PEACH SCULPTURE

RECOMMENDATION

That Council authorise construction of the big peach sculpture in Federation Park Cobram.

1. Executive Summary

The Big Peach Sculpture project was initiated by Cobram Barooga Business and Tourism (CBBT), to highlight Cobram's association with local peach themed events and agricultural history. Key aspects of the sculpture design include:

- a. easily recognisable as a peach;
- b. a dynamic sculpture when viewed from different angles; and
- c. illustrates a peach that is sliced or as a whole

2. Background Information

In October 2015 Council was briefed by CBBT requesting Council assist in the development of a concept plan and the construction of a 'Big Peach' playground at Federation Park. Due to the masterplan requirements in Federation Park, this subsequently became a sculpture concept instead. The development of an iconic sculpture aims to give vibrancy to the park and also create a sculpture that worked in with the long term goals of CBBT 'Peaches & Beaches' theme.

CBBT are funding the project and requested that Council assist with the management of the project in the form of administrative and technical support particularly in:

- tendering for both concept plan & construction of the 'Big Peach' theme;
- management of the procurement and payment process of consultants; and
- any other administration requirement for the project (e.g project reporting, council & community updates)

In November 2016 a Memorandum of Understanding between CBBT & Moira Shire Council was signed and the Project Steering Committee Group was created including members of CBBT: Don Rudd, Elizabeth Diamond, Cath Noonan, and Moira Shire representatives.

In February 2017 Jeavons Landscape Architects were contracted to prepare concept designs. In April 2017 three concepts were presented to the 'Big Peach' Steering Committee Group and all voted to move forward with Option 2.

The Big Peach Images images (see attached for more detailed drawings):



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1. A GREAT PLACE TO LIVE	

THE BIG PEACH SCULPTURE (cont'd)

In August 2017 the Project Steering Committee Group contacted and held a meeting with the members of the 'original' Federation Park Committee to present their sculputre proposal and to obtain support for the project from the key stakeholders within the committee. The result of this meeting was that the representatives of the 'original' Federation Park Committee support the design and structure and particularly the modern take on the theme.

In September 2017 CBBT undertook the community consultation phase of the project. They received a mix of online and verbal feedback. The online survey had 87 responses (attachment Survey Results CBBT) was mixed with approx 50/50 positive/negative, with some people assuming it was a Council initiated project and stating a preference for a splash park, tracks and trails or all abilities playground. In addition to the positive comments made in the online feedback, the verbal responses directed to the CBBT chairman Don Rudd were all very supportive, and the general sentiment was people are happy that someone was taking action. After the community consultation was undertaken, the Big Peach committee met to discuss feedback and a unanimous decision was made to proceed with the project.

A Geotechnical report and Dial Before You Dig report were carried out and final reports sent to Jeavons Architects for the completion of a structural engineers report to be used in the tendering process. The final structural engineers report was completed and presented to the steering committee (See Attached report).

Cladding: The cladding material was selected based on the properties of the material:

- strength;
- light weight;
- good wind loading properties;
- anti graffiti feature;
- durability;
- low maintenance; and
- ease of construction.

Colour: The colour for the sculpture was selected as a gradient of yellows and whitish pink for the flesh, and a gradient of burnt orange for the skin.

This selection was based on a real peach where the skin is a composite of colours and never one colour. The colour gradient on the slices will create a vibrant look that will complement this dynamic sculpture. Colour will be powder coated onto both sides of sheet.

Where to from here:

- Prepare a report to Council outlining the proposal and including recommendations October 2017
- Tender process for construction of 'Big Peach' to be commenced through Moira Shire Council tendering process. Award tender and sign contract to construct 'Big Peach" in Federation Park
- Completion of 'Big Peach' Sculpture working toward January/February 2018
- Grand Opening celebration in Federation Park

3. Financial Implications

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THE BIG PEACH SCULPTURE (cont'd)

Both CBBTD and Moira Shire Council agreed to contribute \$10,000 each for the development of the concept plans, soil reports, and structural engineers report – these were in FY17 financials. The project has been assessed by Moira Shires Project Assessment Committee and is in the current adopted budget; however it should be noted that CBBTA will provide the \$50,000 for the actual construction of the 'Big Peach' Sculpture.

4. Impact (Council, Community, Region)

As this is a community led and endorsed project, Councils support of the program should be seen as complimentary in assisting the community to develop and bring a project to fruition.

5. Council's Role

To provide project management in supporting this community lead project. Also to assist with the management of project funds, ensure correct processes are followed and project reporting completed.

6. Future Considerations

Council will need to provide ongoing maintenance of the 'Big Peach' Sculpture as it will become a council asset. Discussions with our Operations Department have indicated that a sculpture would require minimal ongoing maintenance.

Attachments

- 1 CBBT Big Peach Online Survey
- 2 Big Peach Design & Location

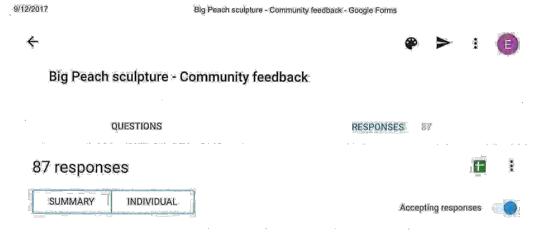
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FILE NO: F17/88

1. A GREAT PLACE TO LIVE

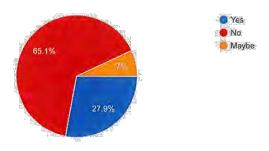
THE BIG PEACH SCULPTURE (cont'd)

ATTACHMENT No [1] - CBBT Big Peach Online Survey



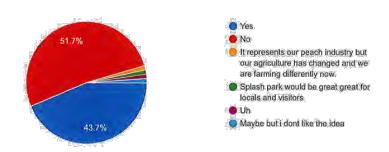
Do you think a sculpture in Federation Park will help attract tourists to Cobram?

86 responses



Do you think a peach depicting Cobram's fruit industry is an appropriate sculpture theme?

87 responses



Do you have an objection to such a project?

86 responses

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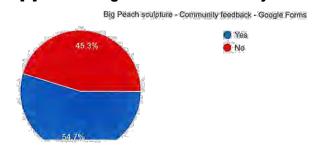
174

FILE NO: F17/88

1. A GREAT PLACE TO LIVE

THE BIG PEACH SCULPTURE (cont'd)

ATTACHMENT No [1] - CBBT Big Peach Online Survey



Comments please

53 responses

9/12/2017

Please spend the money on actually attracting tourists. We need better bike trails around to link up the fown with the out of fown attractions and the smaller towns. Also a splashpark to attract young families. You could even do a bike trail to yarrawonga (2)

This project will be a good addition to Federation Park. The modern and multi-faceted design is a must to make it work, it would be great if it could be incorporated with other sculptures, a water feature or a good playground to make more use of the park.

Put in a splash park or something that will actually bring people to town

great idea

Funds would be better spent on something to attract tourism!! we have a big strawberry out the road!!!

What a waste of money

I think spending money on boosting tourism to cobram would be better spent than a peach statue. Yarrawonga do it perfectly

Money could be better spent than an object that will become a graffiti wall. How about giving families a reason to visit, Build a splash park

Maybe more to do with our unique bushland river beaches.

What we need is tourism in the form of putting an all abilities playground at federation park for all to use & maybe even a recyclable water splash park. I don't think a peach is going to bring in tourism to our town

Spend the money on something uesful. Something families can enjoy. Might look good when it goes in but what about after all the birds sit on it and shit all over it. Real attractive for the town. Not to mention vandals leaving there are work on it. You bring visitors to the town but having fun memorable things to do not by putting a giant peice of fruit in the middle of a park.

I have no objection except for the fact you will be waisting your money on a sculpture that people will drive past and not even bother to stop and look at. The park would be better of having trees planted in it that offered a place of retreat and shade a place that family's can gather and kids can play, then once the canvas is set then you introduce these items to compliment it. A peach in a paddock is not appealing. Turn a playground into a peach which kids can play in. That's my two cents worth at the end of the day you've got the fown at heart which is great and you can't please everyone. Keep up the good work.

I think the money would be better spent on things that would actually attract people to our town. I wouldn't go to another town to look at a peach sculpture. I believe the money would be better spent on a family friendly splash/water park or much better playground facilities at Thompson beach. We already have the big strawberry just out of town which attracts people because of the cafe and indoor play centre too I believe to put in a big peach which would have no other benefit would be a waste of money. Look at towns like Bright or Yarrawonga where families love to take their kids on weekends or holidays it's because they have more things to offer in their town than we do in Cobram. All we offer is the beach and river (also skatepark) which is dangerous and usually so busy that people will opt to go elsewhere more family friendly.

I think that these funds should be used for better facilities for children and families in Cobram for Cobram. A number of people have suggested a slash park which would be fantastic! Please rethink this funding idea.

A bike/walking track perhaps to the big strawberry would be a better idea, tourists love bike tracks. Or a splash park, look at the impact Yarrawonga's water park had.

https://docs.google.com/forms/d/1EEZMZT1WCMw1oTuyZBf3tPTBhpa2NHf75AZHplwYr78/edit#responses

2/4

FILE NO: F17/88	ITEM NO: 9.3.1
1. A GREAT PLACE TO LIVE	

THE BIG PEACH SCULPTURE (cont'd)

ATTACHMENT No [1] - CBBT Big Peach Online Survey

9/12/2017

Big Peach sculpture - Community feedback - Google Forms

Please consider an inclusive playground for children with all abilities. A water splash park, which uses recycled water, is great for children and tourists over the peak period

If it is privately funded i am all for it but there are more important things in the shire that the money could vo towards besides a sculpture that is only good to look at. We need to get people more activity. Have better access facilities for people with disability. Have more activities for our young adults do so they feel more apart of society. Have intervention to stop the ICE problem and for the shire to waste money on a big peaCh is a slap in the face when they can't even get other projects off thr ground that affect the whole community.

Considering the area has lost so many fruit orchards across the area it's a bit late. This will not bring tourists to town, a splash park would bring more tourists.

The money can be better spent on other things in the area. Bike tracks linking Cobram to the big strawberry and strathmerton. We need things for kids to do. I'm lost for words if you think a big metal structure would attract tourism. Please reconsider spending these funds and put it towards getting locals and visitors out outside and enjoying our beautiful surrounds.

Redirect funds at our own community which will then in turn entice tourists. We need a walking bike track and a splash park for our younger community!

Cobram needs more things to do with young families !! Better playgrounds and a splash park

Id rather see funds spent on upgrading the existing info centre everyone elses in the area has been upgraded

Better ways to spend tax payers money. It won't bring more money to town

Waste of money. Put in something people can use

I think myself and alot of other community members would like to see more of our towns money not wasted on projects such as this and put into projects that will only enhance our town that everyone can enjoy like a splash park at thompson beach

I am sure there are other that will bring in the tourist. Give them something to do not just look at and take a photo

It will certainly add to the Federation Park and be another attraction in town, which probably will encourage photos to be taken and shared on social media. I think this is a great initiative.

Money could be better spent on some fun tourist attraction like splash park

What is the cost of this project

A fruit sculpture is not a memorable object but a huge play area with fruit objects that relate to Cobram but also give tourist a nice place to have a break would be money well spent and I'm sure they will tell people about than just a piece on fruit.

How will a sculpture attract tourism. U will look at for 2 mins then thats it. Waste of money and time.

Spend the money elsewhere a big peach is ridiculous!!

I would prefer to see funding directed towards something that tourists/locals can do. A sculpture may attract tourists to see it but once they have thats it. We need an attraction that encourages people to come back multiple times.

Spend The money on something that will really draw people into Cobram like a splash park or a better park/playground

Spending money on a Sculpture but we don't have tourism centre for people to go and talk to people about our region. Money to burn on this but not a tourism centre.

I believe the sculpture alone will not draw tourists in. The money would be better spent on making Thompsons Beach more appealing to tourists.

We need to be spending our money on better things, like putting in SAFE ROAD CROSSINGS AT SCHOOLS, not on a gigantic peach. Can't anyone see that??

Very tacky

I believe we can spend our money better to attract tourists. A splash park would be more appropriate at this stage. Maybe down the track we could have the peach.

Awesome idea

https://docs.google.com/forms/d/1EEZMZT1WCMw1oTuyZBf3tPTBhpa2NHf75AZHplwYr78/edit#responses

3/4

FILE NO: F17/88	ITEM NO: 9.3.1
1. A GREAT PLACE TO LIVE	

THE BIG PEACH SCULPTURE (cont'd)

ATTACHMENT No [1] - CBBT Big Peach Online Survey

9/12/2017

Big Peach sculpture - Community feedback - Google Forms

Keep up the good work

A welcoming piece of artwork to the entrance of the shopping area of Cobram. A splash park located at Federation Park would also be beneficial to the town both for locals and tourists. I believe the infrastructure is already in place at Federation Park for a splash park and the Moira Shire need to complete this project in the very near future.

Glad some group is doing not talking

FANTASTIC A GATEWAY INTO COBRAM

How is a peach going to bring money to Cobram? How is a peach going to keep young children entertained? Total waste of money.

What about a splash park, good for tourism and good for local kids.

Have heard suggestions it should be combined with a splash park for kids as an added attraction

What a waste of money this town needs a big park for families to visit not a peach no one goong to come to cobram to look at a peach

A all abilities playground incorporporating our agriculture but I thing the big fruit thing is overkill

Peaches are not the only thing grown in the region so maybe a sculpture that includes all is better suited. And not a fan of that design sorry. It wont bring people to town, but they may stop for photos as they do at the big strawberry

A sculpture wont bring people to town, maybe the money could be spent on turning it into an exercise area which are becoming very popular and benifits the towns people and get people using the park. Even tourist would get use. I know I have when in queensland on the esplanade

Absolute waste of money I think it will be unattractive and will not bring tourist into town. They may stop and look at and take a photo but they will just continue on their journey it needs to be a part of something else like a coffee shop, tourist info centre, or something interesting. It will not bring tourist into the shopping centre.

Spend the money elsewhere where it's needed! A large piece of fruit is a waste of money

FILE NO: F17/88

1. A GREAT PLACE TO LIVE

THE BIG PEACH SCULPTURE (cont'd)

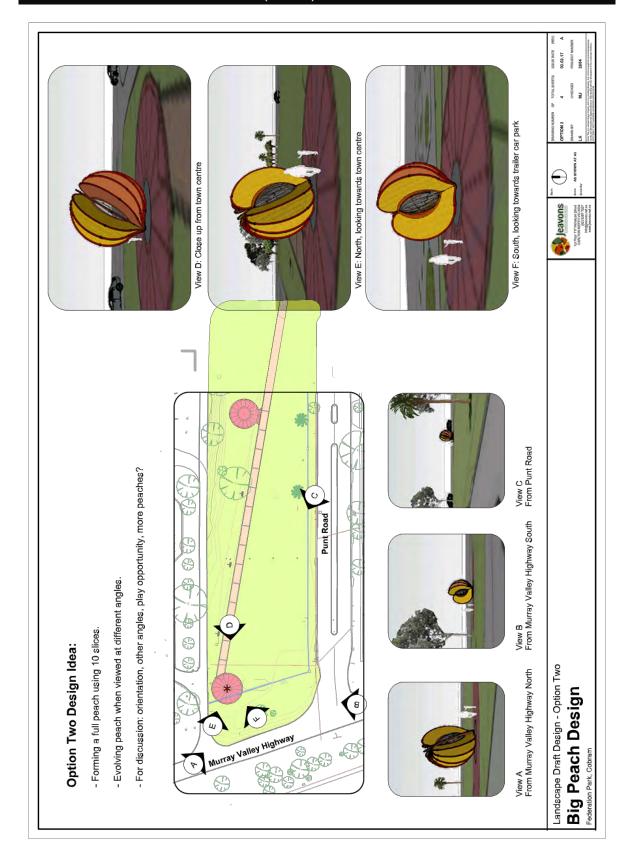
ATTACHMENT No [2] - Big Peach - Design & Location



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FILE NO: F17/88 1. A GREAT PLACE TO LIVE **ITEM NO: 9.3.1**

THE BIG PEACH SCULPTURE (cont'd)



Moira Shire Council Page 141 of 279

FILE NO: F13/2477	ITEM NO: 9.4.1
4. A WELL RUN COUNCIL	

POLICY REVIEW- WAIVER OR REFUND OF BUILDING PERMIT FEES

RECOMMENDATION

That Council adopt the revised Policy for the Waiver or Refund of Building Permit Fees.

1. Executive Summary

The policy provides direction on how and when Council and its Municipal Building Surveyor will administer and enforce the Building Act 1993 (the Act) in relation to waiver or refund of Building Permit Fees.

2. Background and Options

This Policy was last reviewed in 2012 and has now been revised to:

- Include the ability to waive non-statutory fees if structures need to be demolished and rebuilt as a result of a natural disaster.
- Add a definition for "Community based organization".

Statutory fees are not able to be waived as they are collected by Council for and on behalf of the State Government.

3. Financial Implications

There are minor financial implications associated with the adoption of this Policy.

4. Risk Management

There is no risk associated with the adoption of this policy as it allows for waiver or refund of non-statutory building permit fees.

5. Internal and External Consultation

Internal consultation has taken place within the Building Section of Council and with Emergency Management Officers.

6. Regional Context

The policy will apply to all circumstances where and when the Building Act needs to be administered and enforced and specifically when Building Permit Fees can be waived or refunded.

7. Council Plan Strategy

The Policy and its update will demonstrate a well run Council and good governance.

8. Legislative / Policy Implications

The policy was developed with reference to clauses in the Building Act, 1993 and Building Regulations, 1993.

9. Environmental Impact

There is no environmental impact relating to the report.

10. Conflict of Interest Considerations

There are no conflict of interest considerations relating to this policy.

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ORDINARY COUNCIL MEETING WEDNESDAY, 25 OCTOBER 2017

FILE NO: F13/2477	ITEM NO: 9.4.1
4. A WELL RUN COUNCIL	

POLICY REVIEW- WAIVER OR REFUND OF BUILDING PERMIT FEES (cont'd)

11. Conclusion

The Policy provides for the circumstances under which non-statutory building fees can be waived or refunded and also now allows for extenuating circumstances during natural disasters.

Attachments

1 Waiver of Building Permit Fees

Moira Shire Council Page 143 of 279

FILE NO: F13/2477
4. A WELL RUN COUNCIL

POLICY REVIEW- WAIVER OR REFUND OF BUILDING PERMIT FEES (cont'd)

ATTACHMENT No [1] - Waiver of Building Permit Fees



Waiver or Refund of Building Permit Fees

Policy type	Council	
Adopted by	Moira Shire Council	
Responsible director	Infrastructure	
Responsible officer	Manager Planning and Regulatory Services	
Date adopted	25 October 2017	
Scheduled for review	25 October 2021	

PURPOSE

To establish when Council will waive or refund building permit fees.

SCOPE

This policy applies to building permit fees, paid or payable, to Moira Shire Council, excluding any government levies and lodgement fees.

DEFINITION

Community based organisation means a body whether incorporated or not that: Is not established primarily for the purpose of profit or gain; and Does not distribute any profit or gain in the conduct of its activities to members; and Operates in the Moira community wholly for either:

- A philanthropic or benevolent purpose (eg. a school council); or
- Any sporting or recreational purpose (eg. a football or netball club)

POLICY

Council may waive or refund building application fees, including any GST, in the following circumstances:

1. Refund

When an application is withdrawn, building fees and any GST applicable may be refunded on the following sliding scale:

90% refund where an application has been registered and no further work undertaken.

50% refund where an application has been registered and partially processed; or

where a building permit has been issued but no inspection has taken place.

Moira Shire Council ABN: 36 538 141 700 Post: PD Box 570 Cobram, Vic 3643 DX: 37501 Cobram Cobram Administration Centre; with Station Street, Cobram Yarrawonga Service Centre; 100 Bomore Street, Yarrawonga. Phone: 03:58/3-9222 Fax: 03:58/2-1567 NRS: 133567 Email: into smora vic covau moira vic gov.au



FILE NO: F13/2477
4. A WELL RUN COUNCIL
ITEM NO: 9.4.1

POLICY REVIEW- WAIVER OR REFUND OF BUILDING PERMIT FEES (cont'd)

ATTACHMENT No [1] - Waiver of Building Permit Fees



Waiver or Refund of Building Permit Fees

2. Waiver

Council building permit fees may be waived for not-for-profit community based organisations, on occasions when the use or development proposed is minor and would not cause material detriment to any person. Applicants will still be required to pay statutory costs, such as government levies and lodgement fees.

In the event of a natural disaster the Municipal Building Surveyor may, following consultation with the Chief Executive Officer, waive all or part of the fees payable in respect of the demolition, reinstatement or replacement of any building destroyed provided that it can be demonstrated that the building existed legally prior to the event and that it is to be restored or replaced to that which previously existed.

A waiver or refund will not apply if the building permit has lapsed.

APPLICATION OF POLICY

Fees may only be waived following a written request forwarded to the Municipal Building Surveyor

RELATED POLICIES

Development of Policy Documents, and Policy Guideline

RELATED LEGISLATION

Building Act 1993 Building Interim Regulations 2017

Moira Shire Council ABN: 30 535 141 70h Post: PD Box 578 Cohmon Vic 3643 DX: 37801, Cohmo Cobram Administration Centre; 44 Station Street Cobram Yarrawonga Service Centre; 100 Bernore Street, Yarrawonga Phone: 03.58/3.4222 Fax: 03.56/2.3567 NRS: 138/677 Email: into@mora.nc.gov.au moira.vic.gov.au



YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT

RECOMMENDATION

That Council in accordance with the *Planning and Environment Act 1987* seek authorisation from the Minister for Planning to prepare Amendment C87 to the Moira Planning Scheme and exhibit the amendment in accordance with Part 3 Division 1 of the Act.

1. Executive Summary

An amendment is being prepared by and on behalf of Moira Shire Council to rezone three areas of the foreshore of Lake Mulwala. The three areas will be rezoned from Public Conservation and Resource Zone (PCRZ) and General Residential Zone (GRZ) to Public Park and Recreation Zone (PPRZ) to more appropriately reflect the current and proposed public land uses for leisure and recreation and appropriate commercial activities.

The three areas are identified as:

Area A

Part of Crown Allotment 2 Section 8 PP5901 (Council Property Number 9010745); and Crown Allotment 1 Section 8 PP5901 (Council Property Number 9011057). Goulburn Murray Water is the Land Manager on behalf of the Crown.



Area B

Lot 1 TP879765; and

Lots 1 and 2 TP806598 (Council Property Number 92348481).

Goulburn Murray Water is the land manager on behalf of the Crown as well as owner of the lot with the yacht club building on it.



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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

Area C

Crown Allotment 20A PP3967; and

Part of Crown Allotments 2017 and 2018 PP3967 (Council Property Number 9002726). Goulburn Murray Water is the Land Manager on behalf of the Crown.



Public Conservation and Resource Zone General Residential Zone Schedule 1 Rural Floodway Overlay Environmental Significance Overlay Schedule 2 Heritage Overlay Schedule 216 Proposed Zone and Overlays Public Park and Recreation Zone Public Park and Recreation Zone Rural Floodway Overlay Environmental Significance Overlay Schedule 2 Heritage Overlay Schedule 216

NSW Roads and Maritime Services control the water area. Goulburn Murray Water is the Land Manager. Council has entered currently into an agreement with Goulburn Murray Water to ensure the amenity and maintenance of the foreshore.

It is recommended that Authorisation be sought from the Minister for Planning to prepare a Planning Scheme Amendment.

2. Background and Options

This proposal for rezoning was initiated by Council with the intention of meeting the projected growth in demand for leisure activities including fishing, sailing, swimming etc, as identified in the 'Yarrawonga to Bundalong Foreshore Master Plan December 2008.'

The current zoning of PCRZ prohibits unlisted uses if they cannot meet the condition of being a use that is conducted by or on behalf of the public land manager or Parks Victoria. The zone is primarily intended for conservation and public education.

The proposed zoning to PPRZ allows any use to be considered as long as it is conducted by or on behalf of the public land manager or Parks Victoria or is associated with the public land use and is not prohibited. The zone is primarily intended for public recreation and open space and some commercial activity as appropriate.

In summary:

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

- The PCRZ is more prohibitive when compared to the PPRZ.
- The PPRZ more appropriately reflects the current and proposed activities.

The amendment changes the Moira Planning Scheme to:

Amend Planning Scheme Maps - Zones Map No 23 and Zones Map No 24

3. Financial Implications

The financial implications are:

- Costs associated with the amendment (expenditure).
- Drawcard for residents and visitors (income).

It is considered that if the rezoning was introduced it would result in a good planning outcome with net community benefit, leisure activities for residents and tourists whilst stimulating the local and regional economy currently and into the future.

4. Risk Management

The amendment provides an avenue to support the leisure demand identified in the 'Yarrawonga to Bundalong Foreshore Master Plan 2008' and will result in outcomes that can be better controlled in association with the public land uses currently and proposed.

5. Internal and External Consultation

Preliminary consultation with the Department of Environment, Land, Water and Planning has been carried out.

A period of exhibition will require notification to property owners who may be materially affected by the amendment, as well as prescribed Ministers, external authorities and internal departments. The amendment will also be notified in the local papers and on Council website.

6. Regional Context

Regionally the proposal will further support the growing demand in the tourism sector and contribute to both the regional and local economy.

7. Council Plan Strategy

Moira Shire Council Plan 2017-2021 states the Strategies as:



As a 'Great Place to Live' Moira will be known for its attractive and welcoming communities and lifestyle. Recreation, sport, art and cultural facilities and programs will respond to cultural diversity and community needs. Amongst other actions, this will be

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ORDINARY COUNCIL MEETING WEDNESDAY, 25 OCTOBER 2017

FILE NO: F17/794	ITEM NO: 9.4.2
1. A GREAT PLACE TO LIVE	

YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

achieved by continuing to maintain and provide facilities and services that the community values and need; stimulating passive and organised recreation and leisure with appropriate opportunities.

In support of 'A Thriving Local Economy' Council will support local businesses, attracting new investment to generate employment opportunities. This will be achieved by encouraging tourists to the Shire and providing for the residents by way of providing and maintaining parks, beaches, foreshores and wetlands. Amongst other actions this will be achieved by developing tourism, working closely with Parks Victoria and Goulburn Murray Water, as well as local indigenous groups.

Moira Shire Council Page 149 of 279

YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

8. Legislative / Policy Implications

State Planning Policy Framework

Clause 11 Settlement

The proposed amendment is consistent with Clause 11 which states 'planning is to anticipate and respond to the needs of existing and future communities through provision of zoned and serviced land for housing, employment, recreation and open space, commercial and community facilities and infrastructure'.

The amendment will rezone an area of foreshore to provide appropriately for recreation in public open space.

Clause 11.07 Regional Victoria

The proposed amendment is consistent with Clause 11.07 which states that the objective is 'to develop regions and settlements which have a strong identity, are prosperous and are environmentally sustainable.' This is to be achieved by strengthening settlements by ensuring that community facilities and service are concentrated in central locations; and creating opportunities to enhance open space networks within and between settlements.

The amendment will further strengthen an identified informal leisure area which will be able to provide appropriate services to the residents and visitors thus further enhancing potential for identity, prosperity whilst controlling intensity of activities to ensure sustainability into the future.

Clause 11.12 Hume

The proposed amendment is consistent with Clause 11.12 which states that the objective is 'To develop a more diverse regional economy while managing and enhancing key regional economic assets.' This is to be achieved, with relevance to the amendment, by supporting tourism activities including nature based tourism that takes advantage of environmental and cultural heritage assets and the rural environment without compromising their future; and support large commercial tourism uses in urban locations. This policy also talks about protection of environmental assets, the Murray River being one and the amendment will enable protection, as that is part of the purpose, and the Land Manager and Goulburn Murray Water will be influential and controlling activities and their intensity.

The amendment will support tourism along this area of the Murray River and Lake Mulwala.

Clause 17 Economic Development

The amendment is consistent with Clause 17 as planning is to 'provide for a strong and innovative economy where all sectors of the economy are critical to economic prosperity' and 'contribute to the economic well-being of communities and the state as a whole by supporting and fostering economic growth and development by providing land, facilitating decisions and resolving land use conflicts so that each district may build on its strengths and achieve its economic potential.'

The amendment will allow appropriate decisions to be made to support future economic growth.

Moira Shire Council Page 150 of 279

YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

Clause 17.03 Tourism

The amendment is consistent with Clause 17.03 as planning is to 'encourage tourism development to maximise the employment and long-term economic social and cultural benefits of developing the state as a competitive domestic and international tourist destination' and 'seek to ensure that tourism facilities have access to suitable transport and be compatible with and build upon the assets and qualities of surrounding urban or rural activities and cultural and natural attractions.'

The amendment further supports tourism to the area.

Local Planning Policy Framework including the Municipal Strategic Statement

Clause 21.01 Municipal Overview

This policy identified that tourism is a growing contributor to the Shire's economy and is based on the natural features within the Shire, particularly the Murray River.

This amendment tidies up a specified area on the foreshore to facilitate appropriate control of recreation activities thus ensuring the future growth of tourism in the Shire.

Clause 21.04 Settlement

This policy identifies amongst its key challenges, the facilitation of the orderly development of its townships. Council is keen to promote each town's unique character and role. Yarrawonga interfaces with Lake Mulwala and appropriate and orderly development of tourism, retailing and residential uses are promoted. Development of the foreshore of Lake Mulwala will be in accordance with 'Goulburn Murray Water Lake Mulwala Land and On Water Management Plan 2015'.

Clause 21.05 Economic Development

The key planning issues and challenges facing the Moira Shire relating to economic development include enhancing the growth, development and diversification of the Shire's tourism industry while ensuring long term protection and viability of its natural assets.

The amendment aligns the current activities along the Murray River/Lake Mulwala foreshore and allows for protected and controlled enhancement in association with these activities which support tourism and the economy. This policy recognises the need to protect the natural assets in the Shire and it is important that any development and activities do not jeopardise the long term viability of the natural assets but also encourages growth of the industry.

Does the Amendment make proper use of the Victoria Planning Provisions?

The amendment assessment utilises the VPP and planning controls of the Moira Planning Scheme and provides for a justification for the rezoning of land at the specified foreshore area from PCRZ and GRZ1 to PPRZ. This will more appropriately reflect the current and desired activities and support the growing tourism to the area at the same time controlling the intensity to ensure viability into the future.

Does the Amendment address relevant requirements of the Transport Integration Act 2010?

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

There are no specific requirements of the Transport Integration Act 2010 that applies to this amendment. The road that is adjacent is managed by Council which intersects with a Road in a Road Zone Category 1 managed by VicRoads. Car parking and traffic management will have to be considered by Council whenever an activity is proposed or is intensified.

The majority of people will visit this area by car. It is also accessible by bike and walking from within the town. Trains and buses service the town nationally, state wide and locally.

Other Planning Strategies or Policies

- -Hume Regional Growth Plan 2014
- -Council Plan 2017-2021

Environmental Impact

The proposal will allow for greater control over the activities currently and proposed to be allowed on these areas of foreshore and will therefore minimise detrimental impacts to the environment.

9. Conflict of Interest Considerations

The reporting Officer has no conflict of interest.

10. Conclusion

A request to rezone land requires authorisation from the Minister for Planning to prepare the amendment.

It is recommended the Authorisation to prepare a Planning Scheme Amendment be sought from the Minister for Planning.

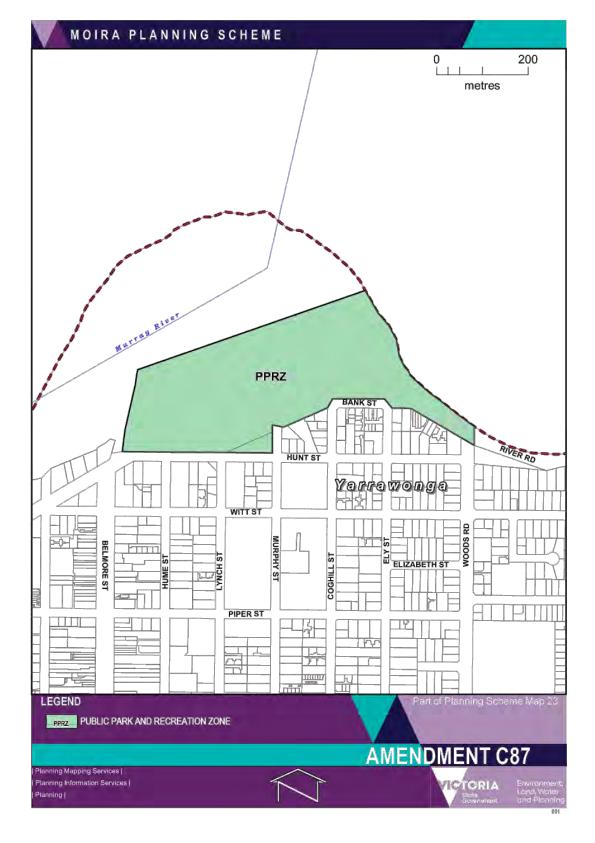
Attachments

- 1 001znMap23
- 2 001znMap23
- 3 001znMap24
- 4 Explanatory Report seeking authorisation

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

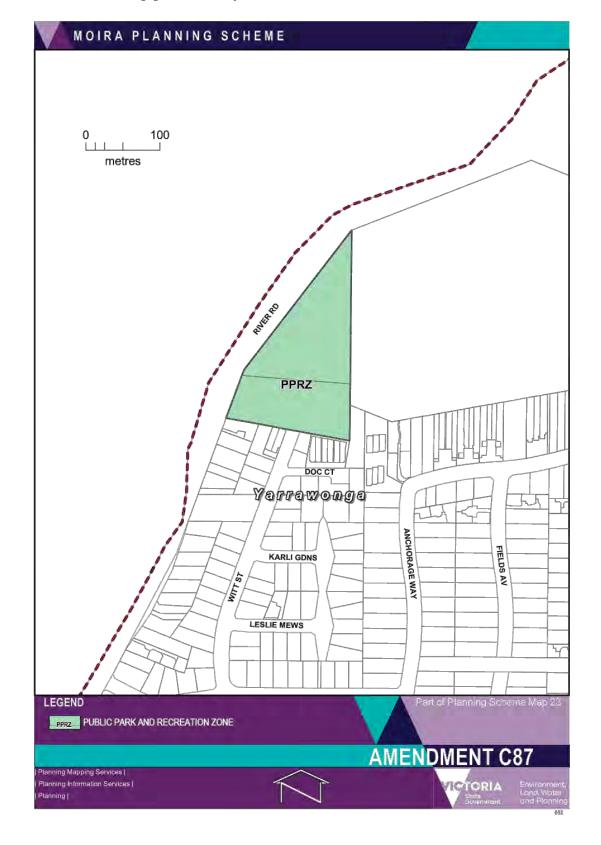
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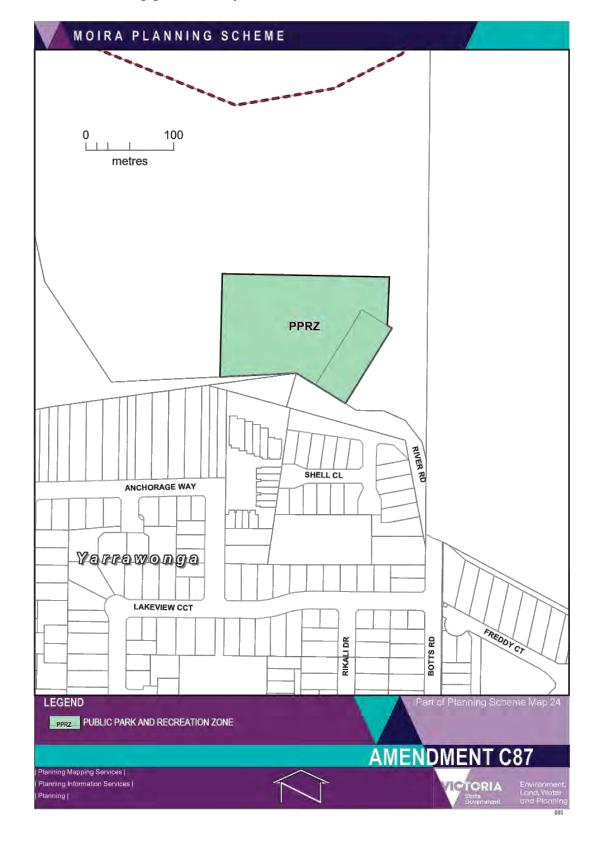
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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [3] - 001znMap24



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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation

Planning and Environment Act 1987

MOIRA PLANNING SCHEME AMENDMENT C87

EXPLANATORY REPORT

Who is the planning authority?

This amendment has been prepared by the Moira Shire who is the planning authority for this amendment.

The Amendment has been made at the request of Council.

Land affected by the Amendment

It is proposed to rezone three areas on the foreshore:

Area A. This area is located to the east of the bridge at Belmore Street and Hunt Street and extends from the bridge, along the foreshore incorporating the skate park, WJ Ryan reserve and children's play area, mooring areas, picnic area, swimming pools, public toilets, kiosk and public boat ramp. It also includes car parking on roads.

This area is controlled by the Public Conservation and Recreation Zone, General Residential Zone Schedule 1, Rural Floodway Overlay, Heritage Overlay Schedule 216 (pertains to the toilets) and Environmental Significance Overlay Schedule 2 (not applied to the current GRZ1 lot).

Part of Crown Allotment 2 Section 8 PP5901 (Council Property Number 9010745) and all of Crown Allotment 1 Section 8 PP5901 (Council Property Number 9011057) – Goulburn Murray Water is the land manager on behalf of the Crown and enter into a licence agreement with Moira Shire Council to maintain it – Part of this title will change from PCRZ to PPRZ. The red line indicates the area of rezoning.

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation



Area B. This area is located approximately 1.5 kilometres north east from the bridge, adjacent to Chinaman's Island. It incorporates the 'Yarrawonga Yacht Club'.

This area is controlled by the Public Conservation and Recreation Zone, General Residential Zone Schedule 1, Rural Floodway Overlay and Environmental Significance Overlay Schedule 2 (not applied to the current GRZ1 lot).

Lot 1 TP879765 (Council Property Number – nil) and Lots 1 & 2 TP806598 (Council Property Number 92348481) — Goulburn Murray Water is the land owner and enter into a licence agreement with Moira Shire Council to maintain it. Goulburn Murray Water own the lot that has the yacht club building on it and this is leased to the Yarrawonga Yacht Club. Goulburn Murray Water allows the yacht club to utilise the foreshore area to access the water – Part of this title will change from PCRZ to PPRZ. The red line indicates the area of rezoning.

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation



Area C. This area is located approximately 2 kilometres north east from the bridge, east of Chinaman's Island. It incorporates the 'Yarrawonga Rowing Club'.

This area is controlled by the Public Conservation and Recreation Zone and Rural Floodway Overlay.

Crown Allotment 20A PP3967 (Council Property Number – nil) and part of Crown Allotments 2017 & 2018 PP3967 (Council Property Number 9002726) – Goulburn Murray Water is the land manager of the foreshore lot on behalf of the Crown and enter into a licence agreement with Moira Shire Council to maintain it. Goulburn Murray Water lease the building(s) to the Yarrawonga Rowing Club – Part of this title will change from PCRZ to PPRZ. The red line indicates the area of rezoning.

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation



Current Zones and Overlays

Public Conservation and Resource Zone
General Residential Zone Schedule 1
Rural Floodway Overlay
Environmental Significance Overlay Schedule 2
Heritage Overlay Schedule 216

Proposed Zone and Overlays

Public Park and Recreation Zone

Public Park and Recreation Zone

Rural Floodway Overlay

Environmental Significance Overlay Schedule 2

Heritage Overlay Schedule 216

NSW Roads and Maritime Services control the water area. Council has entered into a licence agreement with GMW to ensure the amenity and maintenance of the foreshore.

What the amendment does

The amendment proposes to replace the PCRZ and GRZ1 on the specified sites with the PPRZ to more appropriately reflect the current uses and proposed activities and which are associated with the public land use.

The Amendment proposes to:

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation

- . Insert a new Part of Planning Scheme Map 23
- Insert a new Part of Planning Scheme Map 24

Strategic assessment of the Amendment

Why is the Amendment required?

The amendment intends to rezone the land specified from Public Conservation and Resource Zone (PCRZ) and General Residential Zone Schedule 1 (GRZ1) to Public Parks and Recreation Zone (PPRZ).

This is to reflect more appropriately the current and intended activities on the identified areas of foreshore for leisure, recreation, some commercial activity and some functions such as weddings and small concerts. Goulburn Murray Water is the land manager of the land and owner of two of the lots. Under agreement, Moira Shire Council maintains the amenity of the foreshore. The majority of activities are not carried out by or on behalf of Council. They are however overseen by Council and are associated with the public land use.

For example, Informal Outdoor Recreation is a Section 1 use in the PPRZ and no planning permit is required. Most of the activities that occur on this area of foreshore are classified as informal outdoor records such as swimming, wind surfing, kayaking etc. The hiring of equipment such as wind surf boards, kayaks etc could be classed under retail premises and still be allowable with a planning permit and would be well supported under PPRZ in association with the use of the public land.

The purpose of the PPRZ is to recognise areas for public recreation and open space, protect and conserve areas of significance as well as provide for commercial uses where appropriate. This zoning is considered to be the most appropriate to apply to the identified sites to enable activities and commercial uses such as Aquazone, the yacht and rowing clubs, the park and picnic areas, the swimming area, the kiosk to provide for ticketing for activities on the water as well as refreshments, concerts, markets, exhibitions, weddings and other social and cultural functions.

The purpose of the PCRZ is to protect and conserve the natural environment and natural processes and provide for facilities which assist in public education about the natural environment. This zoning is prohibitive to many uses that are currently in demand because it is protecting and conserving as a primary function.

The primary purpose of the GRZ1 is for residential development. CA1 and CA3 Sec 8 within the GRZ1 captured on the northern side of the road and consolidated within the foreshore, standing alone, will be tidied up by being included in the rezone to PPRZ. It is undesirable that any built form such as dwellings be located here now or in the future. The PPRZ recognises areas for public recreation, commercial uses where appropriate as well as protecting and conserving areas of significance where appropriate

The areas identified for rezoning are located on the foreshore of a man-made lake and weir, constructed to manage the irrigation in the region of the Murray Valley, from the early 1900's. It is the largest of the weirs on the Murray River and is an integral part of the Murray Darling Basin which conserves, shares and supplies water to three states. It is also used for flood mitigation. On water leisure activities including fishing, sailing and swimming are allowed and act as a drawcard to the region.

The 'Yarrawonga to Bundalong Foreshore Master Plan December 2008' (Adopted 2009) identifies that there is an existing leisure demand that will continue to grow due to population growth, outdoor recreation patterns, boat ownership and registrations, the quality of the recreation resource and facilities already available and current and projected economic conditions. There is currently a growing pressure along the Lake Mulwala Foreshore as a visitor destination. The implications of this increase in demand impacts on the provision of services such as toilets, shelters, picnic areas, signage including visitor information, management of operators using the water and foreshore facilities and a high demand for sports and leisure activities that can be undertaken socially at any time and includes walking, cycling, fishing, boating, skateboarding, swimming as well as social and cultural events.

It is considered that the rezoning is the most appropriate means of controlling and achieving the desired outcomes as it will mean that many uses in demand currently that are prohibited in the PCRZ are not in the PPRZ.

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation

It is considered that if the rezoning was introduced it would result in a good planning outcome with net community benefit, leisure activities for residents and tourists whilst stimulating the local and regional economy currently and into the future.

Associated costs will be the fees associated with the amendment which are estimated to be approximately:

 Associated fees (which are administrative costs so that includes the cost of the employee and Panel) at an estimate of around \$20K.

How does the Amendment implement the objectives of planning in Victoria?

The proposal will provide for:

- The fair, orderly, economic and sustainable use and development of land;
- Protection of natural and man-made resources and maintenance of ecological processes and genetic diversity;
- Securing a pleasant, efficient and safe working, living and recreational environment for all;
- Conserving and enhancing those areas which are of special cultural value;
- Protecting public utilities and other assets for the benefit of all;
- Facilitating development in accordance with the objectives; and
- To balance the present and future interests of all Victorians.

This proposal is being prepared in accordance with Section 12 of the PEA87.

How does the Amendment address any environmental, social and economic effects?

The proposal will increase the impact on water, air and land of the subject area due to an expected increase in patronage but this will be controlled by Council under agreement with GMW who manage both land and water and have the power to consent or not as Public Land Manager and referral authority.

Does the Amendment address relevant bushfire risk?

The Bushfire Management Overlay is not applied to this area and bushfire risk would be minimal in this area as it is built up to the south and has little vegetation along this area of foreshore, with water to the north. The amendment does not address bushfire risk.

Does the Amendment comply with the requirements of any Minister's Direction applicable to the amendment?

The amendment is consistent with Ministerial Direction on the Form and Content of Planning Schemes under Section 7(5) of the Act.

This amendment is drawn up in accordance with Ministerial Direction No.11 'Strategic Assessment of Amendments' and 'Planning Practice Note 46' which seek to ensure that comprehensive strategic evaluation of a planning scheme amendment and the outcome it produces.

How does the Amendment support or implement the State Planning Policy Framework and any adopted State policy?

Clause 11 Settlement

The proposed amendment is consistent with Clause 11 which states 'planning is to anticipate and respond to the needs of existing and future communities through provision of zoned and serviced land for housing, employment, recreation and open space, commercial and community facilities and infrastructure'

The amendment will rezone an area of foreshore to provide appropriately for recreation in public open space.

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation

Clause 11.07 Regional Victoria

The proposed amendment is consistent with Clause 11.07 which states that the objective is 'to develop regions and settlements which have a strong identity, are prosperous and are environmentally sustainable.' This is to be achieved by strengthening settlements by ensuring that community facilities and service are concentrated in central locations; and creating opportunities to enhance open space networks within and between settlements.

The amendment will further strengthen an identified informal leisure area which will be able to provide appropriate services to the residents and visitors thus further enhancing potential for identity, prosperity whilst controlling intensity of activities to ensure sustainability into the future.

Clause 11.12 Hume

The proposed amendment is consistent with Clause 11.12 which states that the objective is 'To develop a more diverse regional economy while managing and enhancing key regional economic assets.' This is to be achieved, with relevance to the amendment, by supporting tourism activities including nature based tourism that takes advantage of environmental and cultural heritage assets and the rural environment without compromising their future; and support large commercial tourism uses in urban locations. This policy also talks about protection of environmental assets, the Murray River being one and the amendment will enable protection as that is part of the purpose, and the Land Manager and Goulburn Murray Water will be influential and controlling activities and their intensity.

The amendment will support tourism along this area of the Murray River and Lake Mulwala.

Clause 17 Economic Development

The amendment is consistent with Clause 17 as planning is to 'provide for a strong and innovative economy where all sectors of the economy are critical to economic prosperity' and 'contribute to the economic well-being of communities and the state as a whole by supporting and fostering economic growth and development by providing land, facilitating decisions and resolving land use conflicts so that each district may build on its strengths and achieve its economic potential.'

The amendment will allow appropriate decisions to be made to support future economic growth.

Clause 17.03 Tourism

The amendment is consistent with Clause 17.03 as planning is to 'encourage tourism development to maximise the employment and long-term economic social and cultural benefits of developing the state as a competitive domestic and international tourist destination' and 'seek to ensure that tourism facilities have access to suitable transport and be compatible with and build upon the assets and qualities of surrounding urban or rural activities and cultural and natural attractions.'

The amendment further supports tourism to the area.

How does the Amendment support or implement the Local Planning Policy Framework, and specifically the Municipal Strategic Statement?

Clause 21.01 Municipal Overview

This policy identified that tourism is a growing contributor to the Shire's economy and is based on the natural features within the Shire, particularly the Murray River.

This amendment tidies up a specified area on the foreshore to facilitate appropriate control of recreation activities thus ensuring the future growth of tourism in the Shire.

Clause 21.04 Settlement

This policy identifies amongst its key challenges, the facilitation of the orderly development of its townships. Council is keen to promote each town's unique character and role. Yarrawonga interfaces with Lake Mulwala and appropriate and orderly development of tourism, retailing and residential uses are promoted. Development of the foreshore of Lake Mulwala will be in accordance with 'Goulburn Murray Water Lake Mulwala Land and On Water Management Plan 2015'.

Clause 21.05 Economic Development

The key planning issues and challenges facing the Moira Shire relating to economic development include enhancing the growth, development and diversification of the Shire's tourism industry while ensuring long term protection and viability of its natural assets.

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation

The amendment aligns the current activities along the Murray River/Lake Mulwala foreshore and allows for protected and controlled enhancement in association with these activities which support tourism and the economy. This policy recognises the need to protect the natural assets in the Shire and it is important that any development and activities do not jeopardise the long term viability of the natural assets but also encourages growth of the industry.

Does the Amendment make proper use of the Victoria Planning Provisions?

The amendment assessment utilises the VPP and planning controls of the Moira Planning Scheme and provides for a justification for the rezoning of land at the specified foreshore area from PCRZ and GRZ1 to PPRZ. This will more appropriately reflect the current and desired activities and support the growing tourism to the area at the same time controlling the intensity to ensure viability into the future.

How does the Amendment address the views of any relevant agency?

No relevant agencies have been contacted at this time. Goulburn Murray Water, NSW Roads and Maritime Services, Goulburn Broken Catchment Management Authority, VicRoads and Council Departments will have specific interests and they will have an opportunity to provide their views during the formal exhibition of the amendment.

Does the Amendment address relevant requirements of the Transport Integration Act 2010?

There are no specific requirements of the Transport Integration Act 2010 that applies to this amendment. The road that is adjacent is managed by Council which intersects with a Road in a Road Zone Category 1 managed by VicRoads. Car parking and traffic management will have to be considered by Council whenever an activity is proposed or is intensified.

The majority of people will visit this area by car. It is also accessible by bike and walking from within the town. Trains and buses service the town nationally, state wide and locally.

Resource and administrative costs

 What impact will the new planning provisions have on the resource and administrative costs of the responsible authority?

It has been estimated that the cost of the amendment, inclusive of fees and charges (eg. Panel Costs) could be around \$20K. There is funding for this amendment which has already been set aside.

Where you may inspect this Amendment

The Amendment is available for public inspection, free of charge, during office hours at the following places:

Moira Shire Council Offices at:

44 Station Street Cobram

Or

100 Belmore Street Yarrawonga

The Amendment can also be inspected free of charge at the Department of Environment, Land, Water and Planning website at www.delwp.vic.gov.au/public-inspection.

Submissions

Any person who may be affected by the Amendment [and/or planning permit] may make a submission to the planning authority. Submissions about the Amendment [and/or planning permit] must be received by TRA

A submission must be sent to: Moira Shire Planning Department PO Box 578 Cobram 3643

Panel hearing dates

In accordance with clause 4(2) of Ministerial Direction No.15 the following panel hearing dates have been set for this amendment:

directions hearing: TBA

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YARRAWONGA FORESHORE - PLANNING SCHEME AMENDMENT (cont'd)

ATTACHMENT No [4] - Explanatory Report seeking authorisation

panel hearing: TBA



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2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT

RECOMMENDATION

That Council endorse the Domestic Animal Management Plan 2018-2021, which addresses the requirements of Section 68A of the Domestic Animals Act 1994.

1. Executive Summary

In June 2017, work started on the development of a new Domestic Animal Management Plan 2018-2021 (DAM Plan), with the purpose of addressing Council legislative requirements by developing a DAM Plan that provides a professional, consistent and proactive approach to domestic animal management services for the next four years.

The purpose of this report is to outline the process undertaken in preparing the Draft DAM Plan and to recommend that it be endorsed by Council.

2. Background and Options

Local Government has long been the level of government primarily responsible for domestic animal management issues through the administration and enforcement of the Domestic Animals Act 1994.

The Domestic Animals Act 1994 (The Act), the Domestic Animals Regulations 2015 (The Regulations) and all relevant Codes of Practice aim at promoting animal welfare, the responsible ownership of dogs and cats and the protection of the environment through the provision of various animal management services.

Animal Management is a continually evolving area with various amendments to the Act, Regulations and Codes of Practice being introduced to reflect the changing priorities within the community regarding dangerous and restricted breed dogs, animal welfare, domestic animal businesses, euthanasia rates and pound operations.

Council's 2013 - 2017 DAM Plan noted an increase in animal registrations (57% from 2013), microchip animal numbers (52% from 2013), rehoused animals (58% from 2013), animals surrendered (11% from 2013) and impounded animals (12% from 2013).

Council's pound has undergone improvements which have resulted in the installation of a non-slip floor, a larger cat storage area, increased number of outside dog runs and the installation of a pound air conditioning unit.

3. Financial Implications

The annual Budget ultimately determines resource and project priorities. Implementation of the DAM Plan is budgeted for annually through Councils capital and operating budget processes.

4. Risk Management

Preparation of the DAM Plan is effective in mitigating numerous risks associated with Councils obligations and responsibilities in relation to domestic animal management.

5. Internal and External Consultation

Extensive consultation with Council Officers has occurred through the development of the Draft DAM Plan. The previous Domestic Animal Management Plan was reviewed and

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1. A GREAT PLACE TO LIVE	

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

various statistics were collected from Council records and were discussed as part of meetings with Officers, Managers and Corporate Management Team.

Community consultation was sought and feedback was received from RSPCA Victoria which included that they were 'delighted' to see our 'first ride home free' policy.

No further feedback was received during the community consultation period. Consequently, no changes have been made to the draft.

6. Regional Context

This four-year DAM Plan builds on the previous Domestic Animal Management Plan and provides the framework for the planning, development and evaluation of animal management services and programs delivered by Council. This framework correlates with the Community and Region expectations.

7. Council Plan Strategy

Under Section 68A of the Act, each Council is required to prepare at four year intervals a DAM Plan. Section 68A also outlines the requirements of the DAM Plan and includes the key issues that must be addressed.

The DAM Plan must:

- set out a method for evaluating whether the animal control services provided by the Council in its municipal district are adequate to give effect to the requirements of this Act and the regulations and;
- outline programs for the training of authorised officers to ensure that they can properly administer and enforce the requirements of this Act in the Council's municipal district and;
- outline programs, services and strategies which the Council intends to pursue in its municipal district
 - o to promote and encourage the responsible ownership of dogs and cats; and
 - to ensure that people comply with this Act, the regulations and any related legislation; and
 - o to minimise the risk of attacks by dogs on people and animals; and
 - to address any over-population and high euthanasia rates for dogs and cats;
 and
 - o to encourage the registration and identification of dogs and cats; and
 - o to minimise the potential for dogs and cats to create a nuisance; and
 - to effectively identify all dangerous dogs, menacing dogs and restricted breed dogs in that district and to ensure that those dogs are kept in compliance with this Act and the regulations; and
- provide for the review of existing orders made under this Act and local laws that relate
 to the Council's municipal district with a view to determining whether further orders or
 local laws dealing with the management of dogs and cats in the municipal district are
 desirable; and
- provide for the review of any other matters related to the management of dogs and cats in the Council's municipal district that it thinks necessary; and
- provide for the periodic evaluation of any program, service, strategy or review outlined under the plan.

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2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

8. Legislative / Policy Implications

Under Section 68A of the Domestic Animals Act 1994, every Council must, in consultation with the Department of Environment Development, Jobs, Transport and Resources (DEDJTR) Secretary, prepare a Domestic Animal Management Plan at 4 year intervals. The DAM Plan must be submitted to the Secretary no later than 3 November 2017. The plan must then be reviewed annually and amended if appropriate, provide the Secretary with a copy of the plan and any amendments to the plan and publish an evaluation of its implementation of the plan in its annual report.

The DAM Plan does not have to be adopted by Council resolution nor does it have to be exposed to the formal consultation process pursuant to Section 223 of the Local Government Act 1989.

9. Environmental Impact

Environmental implications are fundamental to the DAM Plan. The DAM Plan has been prepared to:

- •promote animal welfare, the responsible ownership of dogs and cats and the protection of the environment:
- •minimise any adverse impacts on the environment and protect the community from feral and nuisance dogs and cats by providing a service to deal with wandering, aggressive or nuisance animals:
- educate the community on responsible pet ownership and animal welfare issues;
- •address over population and high euthanasia issues; and
- •create an environment where people and pets can peacefully coexist within the community.

10. Conflict of Interest Considerations

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

11. Conclusion

The Domestic Animal Management Plan 2018-2021 Draft has been prepared in accordance with the Domestic Animals Act 1994 to guide and facilitate a professional, consistent and proactive approach to Council's domestic animal management service over the next four years.

The final DAM Plan will be submitted to the Secretary by 3 November 2017.

Attachments

1 2018-2021 Domestic Animal Management Plan - Final

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2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final



Moira Shire Council

Domestic Animal Management Plan

2018 - 2021



Adopted October 25 2017

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1. A GREAT PLACE TO LIVE	

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final



Domestic Animal Management Plan 2018 - 2021

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2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final



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2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

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2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final



Domestic Animal Management Plan 2018 - 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final



Domestic Animal Management Plans

Under Section 68A of the Domestic Animals Act, every Council must prepare a domestic animal management plan, as follows:

68A Councils to prepare domestic animal management plans

- (1) Every Council must, in consultation with the Secretary (of the Department of Primary Industries), prepare at 4 year intervals a domestic animal management plan.
- (2) A domestic animal management plan prepared by a Council must-
 - (a) set out a method for evaluating whether the animal control services provided by the Council in its municipal district are adequate to give effect to the requirements of this Act and the regulations; and
 - (b) outline programs for the training of authorised officers to ensure that they can properly administer and enforce the requirements of this Act in the Council's municipal district; and
 - (c) outline programs, services and strategies which the Council intends to pursue in its municipal district—
 - to promote and encourage the responsible ownership of dogs and cats; and
 - (ii) to ensure that people comply with this Act, the regulations and any related legislation; and
 - (iii) to minimise the risk of attacks by dogs on people and animals; and
 - (iv) to address any over-population and high euthanasia rates for dogs and cats; and
 - (v) to encourage the registration and identification of dogs and cats; and
 - (vi) to minimise the potential for dogs and cats to create a nuisance; and
 - (vii) to effectively identify all dangerous dogs, menacing dogs and restricted breed dogs in that district and to ensure that those dogs are kept in compliance with this Act and the regulations; and
 - (d) provide for the review of existing orders made under this Act and local laws that relate to the Council's municipal district with a view to determining whether further orders or local laws dealing with the management of dogs and cats in the municipal district are desirable; and
 - (e) provide for the review of any other matters related to the management of dogs and cats in the Council's municipal district that it thinks necessary;
 - (f) provide for the periodic evaluation of any program, service, strategy or review outlined under the plan.
- (3) Every Council must-
 - (a) review its domestic animal management plan annually and, if appropriate, amend the plan; and

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- (b) provide the Secretary with a copy of the plan and any amendments to the plan; and
- (c) publish an evaluation of its implementation of the plan in its annual report.

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

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INTRODUCTION

Local Government has long been the level of government primarily responsible for addressing domestic animal management issues through the enforcement of the *Domestic Animals Act 1994*.

Moira Shire Council has prepared a new Domestic Animal Management Plan 2018-2021 (DAM Plan) in accordance with the *Domestic Animals Act 1994*. The four-year DAM Plan builds on the previous Domestic Animal Management Plan 2013-2017, creating the framework of the planning, development and evaluation of Councils animal management services and programs. The DAM Plan summarises the professional, consistent and proactive approach undertaken within the municipality.

Shire Demographics

The 'municipal district' of the Moira Shire is situated in the Northern Country of Victoria and is bounded by the Murray River, Goulburn and Ovens River.

The Moira Shire has an area of 4,058 sq. km, and a population of approximately 28,820 people. The municipality has four major towns; Cobram, Nathalia, Numurkah and Yarrawonga and 22 smaller communities - Barmah, Bearii, Bundalong, Burramine, Invergordon, Kaarimba, Katamatite, Katunga, Koonoomoo, Kotupna, Lake Rowan, Peechelba, Picola, St James, Strathmerton, Tungamah, Waaia, Wilby, Wunghnu, Yabba North, Yalca and Yarroweyah.

Moira Shire boasts strong agricultural, dairy, horticultural and viticultural operations, manufacturing and food processing sectors; a thriving tourism industry; quality affordable housing and access to excellent education, health, and business services, sporting and recreation facilities.



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Local Government Act 1989

Victorian Councils are largely empowered under the *Local Government Act 1989* with its primary objective "to provide leadership for the good governance of the municipal district and the local community".

Moira Shire Council strives to achieve this objective through the development of a Council Plan which outlines actions and strategic goals over a four year period.

The Council Plan consists of four (4) strategies:

- A great place to live
- A thriving local economy
- A clean green environment
- A well run Council

The strategies are then broken down further to include strategic objectives, goals and strategic actions which must address Councils statutory responsibilities and obligations in a proactive and equitable manner and outline Councils accountability for the services it delivers to the community.

The DAM Plan is included is Strategy 1 - A great place to live. The intent of this strategy is "We will have a connected and welcoming Shire for all by providing well planned places and quality services.

The strategy addressing the DAM Plan is to "protect the Safety and Amenity for the Community" with the performance measure being defined as "implementing the Domestic Animal Management Plan and reporting compliance to Council in a timely manner."

Domestic Animals Act 1994

The *Domestic Animals Act 1994* (the Act), the *Domestic Animals Regulations 2015* (the Regulations) and all relevant Codes of Practice aim at promoting animal welfare, the responsible ownership of dogs and cats and the protection of the environment through the provision of various animal management services.

Animal Management is a rapidly evolving area with various amendments to the Act, the Regulations and Codes of Practice being introduced. The amendments reflect the changing priorities within the community regarding dangerous and restricted breed dogs, animal welfare, domestic animal businesses, euthanasia rates and pound operations.

To improve and promote the importance of the animal management service and to ensure that the legislative amendments are incorporated within every Victorian Council's service, the Government has adopted a formalized approach with Section 68A of the Act requiring that each Council prepare and implement a DAM Plan every four years. Section 68A of the Act also outlines the requirements of the DAM Plan and includes the key issues that must be addressed.

The purpose of the Act is to promote animal welfare, the responsible ownership of dogs and cats and the protection of the environment by providing for:

- a scheme to protect the community and the environment from feral and nuisance dogs and cats; and
- a registration and identification scheme for dogs and cats which recognises and promotes responsible ownership; and
- the identification and control of dangerous dogs, menacing dogs and restricted breed dogs; and

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- a registration scheme for domestic animal businesses which promotes the maintenance of standards of those businesses; and
- matters related to the boarding of dogs and cats; and
- the regulation of the permanent identification of dogs, cats, horses and other animals;
 and
- payments to the Treasurer from fees received by Councils under this Act; and
- · other related matters.

Domestic Animal Regulations 2015

Under Section 100 of the Act, regulations surrounding the management of dogs and cats can be made by the Governor including prescribing specifications for declared dogs, including a standard for a restricted breed, permanent identification (microchipping) requirements and various other matters. The current Regulations came into effect in 2015 and are the *Domestic Animals Regulations 2015* (The Regulations).

Code of Practice

Under Section 59 of the Act, the relevant Minister may make Codes of Practice which specify standards for the conduct of domestic animal businesses and private keeping. The Codes of Practice may specify all or any standards for the keeping, treatment, handling and care of animals; standards for the facilities, equipment and conditions at business premises; and standards for the procedures and practices to be adopted with animals.

Once a Code of Practice has been made, it is an offence for a person or body corporate to conduct a domestic animal business that does not comply with the relevant Code of Practice.

Council acknowledges the existence of the following Codes of Practice's:

- · Code of Practice for the Operation of Dog Training Establishments
- Code of Practice for the Operation of Greyhound Establishments
- Code of Practice for the Operation of Boarding Establishments
- · Code of Practice for the Operation of Breeding and Rearing Businesses
- · Code of Practice for the Management of Dogs and Cats in Shelters and Pounds
- · Code of Practice for the Operation of Pet Shops
- · Code of Practice for the private keeping of cats
- Code of Practice for the private keeping of dogs
- Standard for Restricted Breed Dogs in Victoria
- Code of Practice for the debarking of dogs
- Code of Practice for the use of animals from municipal pounds in scientific procedures
- Australian Code of Practice for the care and use of animals for scientific purposes

Council Purpose

The core purpose of the Moira Shire Council animal management service is to:

- create an environment where people and pets can peacefully coexist within the community;
- minimise any adverse impacts on the environment and protect the community from feral and nuisance dogs and cats by providing a service to deal with wandering, aggressive or nuisance animals;
- manage a registration and identification scheme for dogs and cats which recognises and promotes responsible ownership;

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- identify and control dangerous dogs, menacing dogs and restricted breed dogs;
- support and regulate animal welfare standards in domestic animal businesses;
- · educate the community on responsible pet ownership and animal welfare issues;
- ensure that impounded animals are cared for in accordance with the Code of Practice for the management of dogs and cats in shelters and pounds;
- endeavour to reunite impounded pets with their owners;
- · decrease the euthanasia rate in the pound;
- promote the re-housing of suitable pets with a suitable new owner;
- provide specialist advice to Council in animal management matters; and
- to ensure that the needs of the wider community are reflected through the administration and enforcement of the Act, the Regulations and Codes of Practice.

Process Applied in Developing the Plan

This Domestic Animal Management Plan has been developed in four stages. The first stage has a better understanding of Councils existing animal management services in order to identify gaps and prioritise future actions. The review included evaluating the level of implementation of Councils current Domestic Animal Management Plan, Policies, Procedures and Strategies and conducting a survey within the local community.

Following the review, the second stage was to undertake a literature review by gathering and evaluating;

- recommendations made by the Department of Environment Development, Jobs, Transport and Resources (DEDJTR);
- · relevant government legislation, Codes of Practice and guidelines;
- · information from organisations involved with domestic animals;
- · submissions made by animal welfare agencies and industry groups;
- · benchmarking statistics provided by other Local Councils; and
- statistics collected through the Domestic Animal Management Plan Survey.

Key references important to this plan were:

- Domestic Animals Act 1994 (the Act);
- Domestic Animals Regulations 2015 (the Regulations);
- · relevant Codes of Practice;
- Council Plan:
- Department of Environment Development, Jobs, Transport and Resources (DEDJTR)
 Domestic Animal Management Plan manual and template;
- Moira Shire Council Local Laws;
- · Moira Shire Council Pound Register;
- Moira Shire Council Domestic Animal Management Plan 2013-2017;
- Moira Shire Council Customer Request Management system; and
- other Council's draft Domestic Animal Management Plans.

The third stage was to develop the strategic framework to guide and facilitate Councils animal management services into the future. This involved the development of numerous objectives, activities and evaluation techniques to address each legislative requirement and workshops with the Safety and Amenity Unit to determine the activities.

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The key priority areas identified were:

- training of authorised officers;
- registration and identification;
- nuisance complaints;
- dog attacks;
- · dangerous, menacing and restricted breed dogs;
- · overpopulation and high euthanasia;
- · domestic animal businesses; and
- other matters including emergency management and pound maintenance.

The final stage involved community consultation and comment to ensure that the needs of the wider community are reflected throughout this plan.

Delegations

Local Government Act 1989

The Moira Shire Council 'municipal district' under the *Local Government Act 1989* covers an area where the Murray River forms the northern and western border of the Municipality, the Lower Goulburn River the south western border and the Ovens River the eastern border. Councils Authorised Officers enforce Victorian Legislation within these boundaries where Council is the land manager.

Domestic Animals Act 1994

The Domestic Animals Act 1994, Domestic Animals Regulations 2005 and any relevant Code of Practice are enforced within the municipal district by police officers and Council's Authorised Officers who are authorised under Section 72 of the Domestic Animals Act 1994.

Prevention of Cruelty to Animals Act 1986

The Prevention of Cruelty to Animals Act 1986 and any associated Regulations and Codes of Practice is enforced within the municipal district by members of Victoria Police, RSPCA Inspectors, Department of Environment and Primary Industries Officers.

National Parks and State Parks

There are a number of National Parks and State Parks, located within Moira Shire Councils municipal district that are managed by Parks Victoria.

Parks Victoria Officers handle numerous animal issues within the parks including stray and feral cats and are able to address issues relating to dogs attacking wildlife under the *Wildlife Act 1975*.

Council's Authorised Officers will investigate serious dog attacks on persons within these parks if requested. Police officers are also authorised to investigate these types of matters

Wildlife Act 1975

Parks Victoria Rangers are authorised under the Conservation, Forests and Lands Act 1987 to enforce the Wildlife Act 1975. Victoria Police can also enforce this legislation. Council Safety and Amenity Officers are not authorised under this legislation.

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Section 48 Offence for dogs or cats to attack etc. wildlife

- (1) If a dog or cat rushes at, attacks, bites, worries or chases wildlife while at large on public land, the owner is guilty of an offence and liable, upon conviction, to a penalty of not more than 25 penalty units.
- (2) Subsection (1) does not apply to dogs pursuing game birds or sambar deer in accordance with regulations made under this Act.
- (3) An authorised officer may destroy any dog or cat found in circumstances in which the authorised officer reasonably believes that an offence under this section is being committed.

Section 48A Seizure of dogs or cats

- (1) An authorised officer may seize a dog or cat which is found at large on any public land which is—
 - (a) a Nature Reserve or a State Wildlife Reserve;
 - (b) a Wildlife Management Co-operative Area or a wildlife sanctuary established under Part V; or
 - (c) any other area prescribed for the purposes of this section.
- (2) If reasonable attempts have been made to seize a dog or cat found at large in circumstances in which subsection (1) applies, and the dog or cat has not been seized, an authorised officer may destroy the dog or cat.
- (3) An authorised officer who seizes a dog or cat must, as soon as is reasonably possible, deliver it to an authorised officer of the Council of the municipal district in which the animal is found.

Section 48B Owner to be notified

- (1) If the owner of a dog or cat which has been delivered to the authorised officer of a Council under section 48A is able to be identified from a marker attached to or implanted in the animal's body, the Council must notify the owner of the seizure of the animal.
- (2) A notice under this section must be in writing and must be delivered either personally or by post within 4 days after the animal is seized.

Section 48C Recovery or disposal of animal

- (1) The owner of a dog or cat which has been seized under section 48A may recover that animal if he or she pays the amount fixed by the Council within 8 days of the seizure of that animal.
- (2) If the dog or cat is not recovered by its owner within 8 days of seizure, the Council may sell or destroy it.

Local Laws and Orders

Council Local Laws and Orders that relate to pet owners are as follows:

Domestic Animals Act 1994 Section 26 Order

A Council may by resolution under Section 26 of the Act, make an order under this section which may do all or any of the following—

- prohibit the presence of dogs and cats in any public place of the municipal district of the Council;
- impose all or any of the following conditions on the presence of dogs or cats in any public place of the municipal district of the Council—

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- conditions as to the means of restraint of dogs or cats;
- conditions as to the times at which the presence of dogs or cats is or is not permitted; and
- · any other conditions that are specified in the order.

Dogs in Public Places

On the 9 August 2001, the Victoria Government Gazette G32, published an Order made under Section 26 of the *Domestic (Feral and Nuisance) Animals Act 1994*, regarding dogs in public places. A copy of the gazetted Order is outlined below:

"Notice is hereby given that Council at its ordinary meeting held on 23 July 2001 resolved to make the following order under the provisions of section 26 of the *Domestic (Feral & Nuisance) Animals Act 1994*:

- 1. That the presence of dogs shall be prohibited in the following areas:
 - School grounds throughout the municipality;
 - · Municipal swimming pools and surrounds;
 - Yarrawonga foreshore between Hunt Street/Bank Street and the water's edge, between Belmore Street and Woods Road; and
 - Thompson's Beach, Cobram the area between the pine post boundary along the access track and car park to the water's edge.
- That dogs are permitted to be present in all other municipal places and public places only while fully constrained on a leash.
- 3. Clause 2 does not apply to the Showgrounds of the towns of Cobram, Nathalia, Numurkah and Yarrawonga, the football ground at Tungamah and other towns where dogs may be exercised off a leash in the presence of the owner during daylight hours only. This clause does not apply when an organised sporting event or similar activity is in progress, thereby allowing the presence of a dog on a leash only. 'Owner' has the same meaning as in the Domestic Animals Act 1994.
- That the Council order made on 16 December 1996 under the provisions of section 26 of the Domestic Animals Act 1994 be revoked.

Any person contravening this order is liable to a penalty of \$200 for the first offence and a penalty of \$400 for a second or subsequent offence.

Note: This notice replaces the order that appears on page 1712 of the Victoria Government Gazette dated 26 July 2001 whereby clause 1 was dissimilar to the Council resolution."

The Monetary Units Act 2004 provisions introduced in 2004 overrides the penalties described above in the gazette.

Environmental Local Law 2003

Moira Shire Councils Community Safety and Environment Local Law No. 1 of 2013 currently addresses:

- Keeping of animals;
- Vermin control:
- Cleanliness:
- · Control of diseases; and
- Animal Excrement.

The relevant clauses of Community Safety and Environment Local Law No. 1 of 2013 are as follows:

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6.1 Animals, birds (including pigeons), and poultry

- (a) No person may without a permit keep any livestock, birds (including pigeons), or poultry other than a domestic animal, fowl hen or song bird on any property in a residential area.
- (b) No person shall allow to remain on any property any noisy animal, bird (including pigeons), or poultry which in the opinion of an authorised officer cause a nuisance to any person residing in the neighbourhood.
- (c) For the purpose of this Part, noises emanating from such animals, birds (including pigeons), or poultry shall not be deemed to cause a nuisance to any person unless objections in writing have been lodged with Council from more than one resident of immediate neighbouring properties
- (d) Pigeons shall not be kept on any property unless in a pigeon loft constructed to Council's requirements.
- (e) Except on land in a rural area, an owner or occupier of land shall not keep:
 - (i) a rooster
 - (ii) a goose or gander
 - (iii) a turkey or
 - (iv) a peacock or peahen

Penalty

First offence – 10 penalty units Second or subsequent offence – 20 penalty units

6.2 Dogs

- (a) No person may without a permit keep more than two dogs on any property in a residential area or commercial area, or on any property in a rural area which comprises less than eight hectares.
- (b) No dog shall be housed or confined in an enclosure or tethered at a lesser distance than 5 metres from any dwelling on an adjoining property, and such enclosure shall comprise an area of not less than ten square metres in respect of each dog being confined.

Penalty

First offence – 10 penalty units Second or subsequent offence – 20 penalty units

6.3 Cats

- (a) No person may without a permit keep more than two cats on any property in a residential area or commercial area, or on any property in a rural area which comprises less than eight hectares.
- (b) No person shall keep or allow to be kept a cat which in the opinion of an authorised officer causes a nuisance or damage to any person, property or the environment.

Penalty

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First offence – 10 penalty units Second or subsequent offence – 20 penalty units

6.5 Vermin control

- (a) The owner or occupier of any property shall keep the area of land within two metres of a poultry house, pigeon loft, bird cage or enclosure free from all dry grass, weeds, waste and other materials capable of harbouring vermin.
- (b) No person shall keep on any property where poultry or birds are kept, any food for their consumption unless such food is kept in vermin-proof receptacles or buildings.

Penalty

First offence – 10 penalty units Second or subsequent offence – 20 penalty units

6.6 Cleanliness

- (a) The owner or occupier of any property shall cause every poultry house, pigeon loft, bird cage or enclosure, to be thoroughly cleansed as often as may be necessary and shall keep the same in a clean and sanitary condition at all times.
- (b) Droppings and waste from any animal, bird or poultry shall be removed from the property from time to time or as frequently as may be directed by an authorised officer so as not to cause a nuisance or offensive conditions.

Penalty

First offence – 10 penalty units Second or subsequent offence – 20 penalty units

6.8 Control of disease

The owner or occupier of any property on which there is kept any animal, bird, or poultry which develops any contagious or infectious disease which is or is likely to be injurious to any human being or other animal, shall cause such animal, bird, or poultry as the case may be, to receive appropriate treatment from a qualified Veterinarian or be destroyed and properly disposed of to the satisfaction of an authorised officer.

Penalty

First offence – 10 penalty units Second or subsequent offence – 20 penalty units

6.9 Animal Excrement

- (a) No person in charge of an animal shall allow any part of the animal's excrement to remain on a road or Council land.
- (b) A person in charge of a domestic animal must carry a suitable receptacle for the removal of that animal's excrement from a road or Council land.

Penalty

First offence – 10 penalty units. Second or subsequent offence – 20 penalty units.

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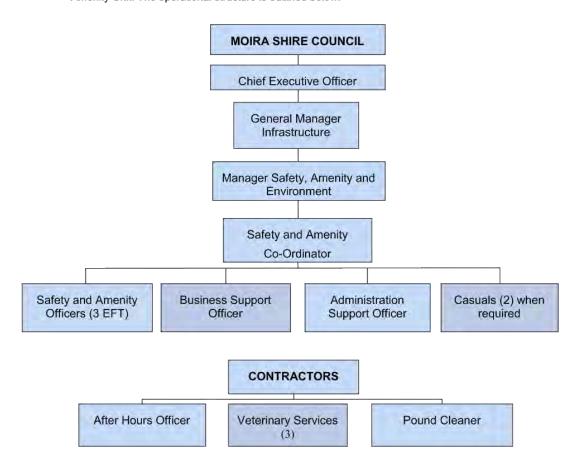
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Operational Structure

The main department authorised under the Act is the Moira Shire Council Safety and Amenity Unit. The operational structure is outlined below.



The Moira Shire Council's Safety and Amenity Unit currently have three full time Safety and Amenity Officers, one Business Support Officer, one Local Laws Administration Officer, all of which are supervised by the Safety and Amenity Co-Ordinator.

Authorisation under the Act and other legislation is outlined in the S7 – Instrument of (Sub) Delegation by Chief Executive Officer.

The cleaning of the Pound is contracted out to a cleaning service and a contractor is engaged for the After Hours Emergency Service.

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Current Service Levels

The Safety and Amenity Unit administers and provides a broad range of services in the management of domestic animals, which are outlined below.

Activities	Service Level
Domestic Animal Complaints	Dependent on the nature and urgency of the complaint. Response can range from immediate action or other time frames in line with Councils Customer Service Charter, business rules and protocols
Impounding of wandering, unwanted, surrendered or feral dogs and cats	Collected same day if restrained or as negotiated
Dog Attacks and Investigations	Immediate Response
Declared Dog complaints	Immediate Response
Pound Management	Pound is owned and operated by Moira Shire Council and is located in Pye Road Cobram and is open during office hours by appointment only
Cat Traps	Cat Trap hire scheme
Identification and Registration activities	Ongoing
Maintain Registration database	Ongoing
	Annual registration renewal notice are sent to pet owners prior to April
	Annual Overdue Registration reminder letters are sent in May as required
Registration door knocks	In response to complaints and non-renewed registrations
Provide advice on domestic animal matters	Ongoing
Media Releases	Council publishes and distributes press releases on various animal topics including notification of animal registration and micro-chipping requirements and targets other locally identified 'hot topics' as the need arises
Develop and maintain relationship with Veterinary clinic	Ongoing
Provide a 24-hour a day after-hours emergency service	Ongoing via Contractor
Domestic Animal Businesses	Maintain Domestic Animal Business registration database Inspections conducted as required

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Domestic Animal Statistics

The following statistics have been obtained from the Moira Shire Council Human Resource data. Statistics have been collected from April to April to coincide with the annual animal registration year.

Domestic Animal Key Statistics	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Registered Dogs	2774	3190	3660	4829
Registered Cats	655	716	807	1193
Registered Declared Dogs	5	5	5	5
Complaints Received	1508	1361	1173	1501
Domestic Animal Businesses	8	7	2	5
Keeping of Surplus Animal Permits	8	38	37	41

Animal Registration Statistics

The following data has been obtained from the Council's Animal Registration database.

Registration Statistics	11 April 2013 10 April 2014			11 April 2014 10 April 2015			11 April 2015 10 April 2016				11 April 2016 10 April 2017					
	Dogs	%	Cats	%	Dogs	%	Cats	%	Dogs	%	Cats	%	Dogs	%	Cats	%
Total Registered	2774		655		3190		716		3660		807		4829		1193	
Desexed	1763	64	623	95	2042	64	684	96	2361	65	770	95	3093	64	1140	96
Microchipped	2377	86	478	73	2791	87	538	75	3262	89	631	78	4472	93	1013	85
Dangerous Dogs	1				1				1				1			
Menacing Dogs	4				4				4				4			
Restricted Breed	0				0				0				0			
Guide Dog	0				0				0				0			

[%] Percentage of Total

Declared Dogs

The following data has been obtained from the Council's Declared Dog Register.

Declared Dog Statistics	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Total Declared Dogs Registered	5	5	5	5
Declared 'Dangerous' Dogs Registered	1	1	1	1
Declared 'Menacing' Dogs Registered	4	4	4	4
Declared 'Restricted Breed' Dogs Registered	0	0	0	0

Impounded Animals

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The following data has been obtained from the Council's Pound Register.

Impounded Animals	11 April 2013 10 April 2014				11 April 2014 10 April 2015				11 April 2015 10 April 2016				11 April 2016 10 April 2017			
, , , , , , , , , , , , , , , , , , ,	Dogs	%	Cats	%												
Total Impounded	245		269		220		253		174		331		224		365	
Feral / Wild / Uncontrolled	0	0	100	37	0	0	80	32	0	0	120	36	0	0	62	17
Owned Animals	245	100	169	63	220	100	173	68	174	100	211	64	224	100	303	83
Registered	23	9	0	0	23	10	1	3	18	10	0	0	29	13	1	1
Microchipped	119	49	8	3	124	56	8	3	90	52	9	3	129	58	27	7
Seized wandering	217	89	235	87	189	86	210	83	125	72	300	91	179	80	333	91
Seized dog attack	4	1	0	0	4	2	0	0	10	6	0	0	10	4	0	0
Abandoned	10	4	0	0	2	1	0	0	13	7	8	2	2	1	7	2
Surrendered	14	6	30	11	25	11	43	17	26	15	18	5	33	15	16	4
Born in pound	0	0	4	2	0	0	0	0	0	0	5	2	0	0	9	3
Reclaimed by owner	132	54	7	3	118	54	14	6	80	46	5	2	100	45	20	5
Escaped/ Stolen	0	0	4	1	0	0	0	0	0	0	1	0	0	0	2	1
Total euthanased	35	14	218	81	29	13	194	77	26	15	229	69	37	17	206	56
Unsuitable for rehousing	9		0		10		0		13		0		28		0	
Rehoused	78	32	39	15	73	33	45	17	68	39	96	29	77	35	125	35

[%] The percentage from the total impounded for either dog or cat

Domestic Animal Complaints Received

The following data has been obtained from Councils Complaint recording system.

Domestic Animal Complaints Received	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Total Complaints	1508	1361	1173	1501
Cat (Lost)	88	68	79	104
Cat Issues	290	236	282	345
Cat (registration)	9	5	6	18
Cat (stray)	198	180	203	231
Cat (Surrender)	12	10	15	14
Cat (trap)	71	41	58	82
Dog (Lost)	291	287	206	234
Dog Issues	617	565	398	489
Dog Off lead	20	5	1	7

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				eniom
Dog (Greyhounds)	0	0	0	OSHIRE
Dog (Nuisance)	22	24	18	10
Dog (Registration)	53	54	22	59
Dog (Stray)	504	449	321	356
Dog (Surrender)	14	28	21	36
Dog Attack / Rush	68	63	51	54
Dog Attack (Livestock)	11	13	12	7
Dog Attack (Other)	30	27	20	29
Dog Attack (Person)	20	16	13	14
Dog Rush	7	7	6	4
Other **	84	51	79	117
Animal business complaints	0	0	0	1
Cruelty / Welfare issues	67	41	49	74
Animal Control	4	5	13	18
Keeping of Animals	0	0	2	2
Noise (Animals)	13	5	15	22
Adoption Request	70	91	78	158

 $[\]ensuremath{^{**}}$ Some complaints received in this section may be for any domestic animal

Infringements and Prosecutions

The following data has been obtained from Council records.

Infringement Offence	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Total Infringements	94	87	33	28
Cat at large in restricted district	0	0	0	0
Dog/Cat found in prohibited public place	0	0	0	0
Dog at large during daytime	14	6	6	1
Dog at large during night time	0	0	0	0
Failure to apply to register dog or cat	74	65	19	26
No dog/cat identification marker	0	0	0	0
Allow Dog To Rush Or Chase A Person	0	0	0	0
Non-Serious Injury Caused By Dog Attack	1	1	0	0
Not Renewing Dog or Cat Registration	5	15	8	1

Prosecutions	11 April 2013	11 April 2014	11 April 2015	11 April 2016
	10 April 2014	10 April 2015	10 April 2016	10 April 2017
Prosecutions Undertaken	0	0	0	1

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Strategic Direction

The following table shows the mandatory requirements under Section 68A of the *Domestic Animal Act 1994* and the corresponding Sections of the Moira Shire Domestic Animal Management Plan 2013-2017.

Section 68A	Description	2.1	2.2	2.3	2.4	2.5	2.6	2.7	2.8	3	4
(2)(a)	Method of monitoring performance and evaluating the effectiveness of services		1	~	~	~	1	1			
(2)(b)	Training of Authorised Officers	1									
(2)(c)(i)	Promote and encourage responsible pet ownership		~	1	~	~	~	~			
(2)(c)(ii)	Ensure compliance with Act and Regulations		~	1	~	~	~	~			
(2)(c)(iii)	Minimise risk of dog attacks					~					
(2)(c)(iv)	Over-population and high euthanasia rates						1				
(2)(c)(v)	Encourage registration and identification for dogs and cats		~								
(2)(c)(vi)	Minimise potential for nuisance			~							
(2)(c)(vii)	Dangerous, menacing and restricted breed dogs				1						
(2)(d)	Review of Orders and Local Laws		~	~	~	~	~	~			
(2)(e)	Any other matters								✓		
(2)(f)	Periodic evaluation of programs, services and strategies		~	√	√	~	1	1			
(3)(a)	Review of Domestic Animal Management Plan										~

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TRAINING OF AUTHORISED OFFICERS

68(A)(2)(b) Outline programs for the training of authorised officers to ensure that they can properly administer and enforce the requirements of this Act in the Council's municipal district

Council's purpose is to ensure that all staff involved in animal management have the knowledge and skills necessary to pro-actively, consistently and professionally administer and enforce the requirements of the *Domestic Animals Act 1994*.

Context

	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Registered dogs	2774	3190	3660	4829
Registered cats	655	716	807	1193
Registered businesses	8	7	2	5

Currently, Council has three full time Safety and Amenity Officers, one Business Support Officer and one Administration Officer authorised under the *Domestic Animals Act 1994*. Two of the authorised Officers have a minimum of ten (10) years experience in animal management.

Current and planned training

Authorized Officer Tesision		Discount		
Authorised Officer Training	Officer 1	Officer 2	Officer 3	Planned
Certificate IV in Animal Control and Regulation		✓		1 and 3 in 2018
Certificate IV in Statutory Compliance		✓		
Bureau Of Animal Welfare Information Seminars	✓	*	✓	
Animal Rehousing Assessment	✓	✓	✓	
Restricted Breed and General Dog Identification	✓	✓		3 in 2018
First Aid	✓	*	1	
Dangerous dog handling		✓	4	
Managing Conflict and Difficult Situations	✓	✓	1	
Introduction to Emergency Management			✓	
Defensive Training eg, bite stick				1, 2 and 3 in 2018

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Our Plans

Objective 1 Training Policy

Develop a training policy that clearly identifies minimum training requirements and any additional training opportunities that should be undertaken by authorised Officers.

Activity	When	Evaluation
Identify minimum training requirements by consultation with management and staff	By June 2018	Documentation finalised and incorporated into an approved council training policy within timeframe
Identify additional training opportunities by consultation with management and staff e.g.	By June 2018	Documentation finalised and incorporated into an approved council training policy within timeframe
prosecutions training, conflict management, communication, education technique		Annual review how many officers undertook training that was in addition to their minimum requirements

Objective 2 Training Conducted

Ensure each Officer undertakes training requirements in accordance with the training policy

Activity	When	Evaluation				
Ensure all Officers undertake minimum training requirements in accordance with training policy and document training in Council Training Policy	Ongoing	Annual review of Training Register and Training Policy as part of employee evaluation process to ensure each Officer has completed their minimum training requirements				

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REGISTRATION AND IDENTIFICATION

68A(2)(c)(v) Outline programs, services and strategies to encourage the registration and identification of dogs and cats

- also addresses 68A(2)(a),(c)(i),(c)(ii),(d),(f)

Council's purpose is to endeavour to identify and register current unregistered dogs and cats each year throughout the municipality.

Current Situation

Our current data

Council maintains a register of all registered dogs and cats within the municipality. Annual registration fees due before 10 April are collected by Council. Each registration fee collected also includes a compulsory State Government Levy which provides funding for the Department of Economic Development, Jobs, Transport and Resources Responsible Pet Ownership Program.

Animal Registration tags are being issued to every dog and cat as a lifetime tag.

Registration Fee

Registration Fee*	Dogs	Cats
Maximum Fee	\$ 78.50	\$ 77.00
Max Fee Pensioner	\$ 41.00	\$ 39.50
Reduced Fee (desexed, or over 10 years old or working stock or animal kept for breeding by DAB or regulated obedience training or registered with an applicable organisation)	\$ 28.50	\$ 27.00
Reduced Fee Pensioner	\$ 16.00	\$ 14.50

^{*} Registration Fee includes State Government Levy of \$3.50 for dog registration and \$2.00 for cat registration

The following is Councils animal registration statistics from 11 April 2013 to 10 April 2017.

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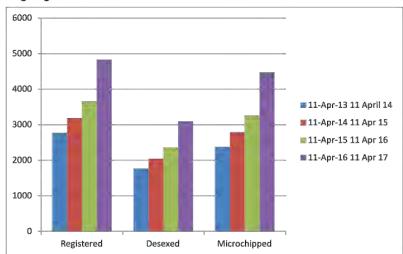
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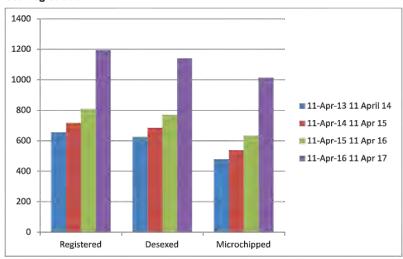
Dog Registration



The number of registered dogs has increased by 57% from 2774 in 2013/14 to 4829 in 2016/17

In 2017, 64% of dogs registered are desexed and 93% are microchipped.

Cat Registration



The number of registered cats has increased by 55% from 655 in 2013/14 to 1193 in 2016/17.

In 2017, 96% of cats registered are desexed and 85% are microchipped.

Pound Statistics

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Impounded Animals		I1 Apri I0 Apri				100000	ril 2014 ril 2015			I1 Apri I0 Apri				11 Apri 10 Apri		
Ammuis	Dogs	%	Cats	%	Dogs	%	Cats	%	Dogs	%	Cats	%	Dogs	%	Cats	%
Total Impounded	245		269		220		253		174		331		224		365	
Feral / Wild / Uncontrolled	0	0	100	37	0	0	80	32	0	0	120	36	0	0	62	17
Owned Animals	245	100	169	63	220	100	173	68	174	100	211	64	224	100	303	83
Registered	23	9	0	0	23	10	1	3	18	10	0	0	29	13	1	1
Microchipped	119	49	8	3	124	56	8	3	90	52	9	3	129	58	27	7

Moira Shire Pound statistics for 2016-2017 indicate that:

- Approximately 13% of dogs impounded were registered and approximately 58% were microchipped
- · Approximately 42 % of dogs impounded were not identifiable
- · Approximately 17% of cats impounded were classified as feral, wild or uncontrollable
- · Approximately 7% of cats that were owned were identifiable with a microchip
- · No cats that may have been owned were registered
- Over 89% of the animals impounded that may have been owned were not registered or microchipped

Our current Orders, Local Laws, Council Policies and Procedures

- Application for registration and renewal of registration of dogs and cats form, approved by Council
- · Registration fees are fixed by Council in the annual budget.

Our current Education/Promotion Activities

Activity	Schedule
Registration Renewal notice sent to all registered animals	Annually
Media release advising of requirement to register dogs and cats	Annually
The first week of April, an A frame sign is placed outside the main Council office in Cobram advising that Animal Registrations are due	Annually
Registration Overdue notice sent to all animals that are not registered by May	Annually
Participation in Department of Economic Development, Jobs, Transport and Resources Responsible Pet Ownership Program (statutory requirement)	Ongoing
State Government Levy collection for funding of Department of Economic Development, Jobs, Transport and Resources Responsible Pet Ownership program (statutory requirement)	Levy included with every registration

Our current Compliance Activities

Activity	Schedule
Activity	Schedule

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1. A GREAT PLACE TO LIVE	

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Complaint Investigations	Ongoing
Warnings	As required
Infringements (Fail to register / renew)	As required

Summary

While the number of animals registered on Councils database continues to increase, the Moira Shire Pound statistics for 2016-2017 indicate that over 78% of animals impounded that may have been owned, were not registered or microchipped. With an increase focus on animal identification through permanent identification and registration, Moira Shire aims at increasing the number of identifiable animals within the shire.

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Our Plans

Objective 1 Registration Numbers Increase dog and cat registration numbers

Activity	When	Evaluation
Ensure all seized and impounded animals are registered to their owner prior to release	Ongoing	Annual review of registration numbers and number of dogs and cats being seized and impounded who are not registered
Door knocking to check for unregistered and un-identified dogs and cats	Ongoing	Annual review of unregistered and unidentified animals picked up during door knocks

Objective 2 Seized Identifiable Show an increase in the number of seized dogs and cats (excluding feral, wild or uncontrollable) that are registered and/or identifiable at the point of seizure

Activity	When	Evaluation
Ensure the details of all seized and impounded animals are entered onto the pound register		Annual evaluation and review of Pound Register records and comparison of identifiable animal statistics

Objective 3 Media and Education Develop media and education strategy to promote registration and microchipping

Activity	When	Evaluation
'A' frame signs purchased and placed in strategic positions throughout municipality	Ongoing	Annual review of the number of signs purchased, the locations targeted and the time frame
Media releases	Ongoing	Annual review of the number of media articles published
Utilise Councils 'on hold' message facility as a promotional tool	Ongoing	Annual review the number of times the 'on hold' message mentions animal management services and programs and ensure information provided is up to date
Advertise 'Free first ride home' for stray registered animals where practicable	Dec 2017	Review of registration statistics to determine success

Objective 4 Incentives Identify and undertake incentives to encourage registration and microchipping

Activity	When	Evaluation
Review the registration fee structure options to encourage and reward responsible pet ownership	By December 2018	Review completed within timeframe
Implement registration scheme	Ongoing	Review annually registration statistics to determine success
Any animals registered for the first	June 2018	Investigation completed within timeframe.

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time with Council in January will receive four months registration free (16 months registration instead of 12 months)		registration ne success	statistics	annually	to

Objective 5 Procedures Develop internal procedures and guidelines

Activity	When	Evaluation
Endeavour to scan all deceased dogs and cats where appropriate and contact owners if possible	Ongoing	Annual review of data from Council database

Objective 6 Information Develop information brochures and documents

Activity	When	Evaluation	
Brochure and information developed and included in 'new residents' kit	Ongoing	Annual review of information to ensure correct information	
Website Information	Ongoing	Information developed within timeframe Annual review of information to ensure correct information and data of number of visits to page per year	
Brochures regarding responsible pet ownership available at service centres	Ongoing	Annual review to ensure correct information	

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NUISANCE

68A(2)(c)(vi) Outline programs, services and strategies to minimise the potential for dogs and cats to create a nuisance

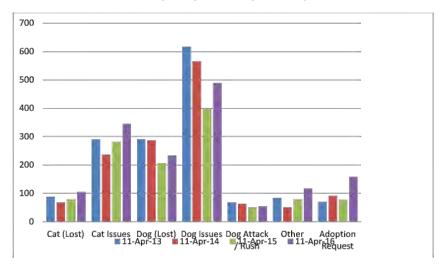
- also addresses 68A(2)(a),(c)(i),(c)(ii),(d),(f)

Current Situation

Our current data

Council's purpose is to reduce the number of nuisance dogs and cats throughout the municipality.

The following graph shows the breakdown of complaints received by the Moira Shire Council regarding domestic animals. The graph shows that the largest number of complaints received were for issues relating to dogs wandering or causing a nuisance.



Domestic Animal Complaints Received

The following data has been obtained from Councils Complaint recording system.

Domestic Animal Complaints Received	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Total Complaints	1508	1361	1173	1501
Cat (Lost)	88	68	79	104
Cat Issues	290	236	282	345
Cat (registration)	9	5	6	18
Cat (stray)	198	180	203	231
Cat (Surrender)	12	10	15	14
Cat (trap)	71	41	58	82

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Dog (Lost)	291	287	206	234
Dog Issues	617	565	398	489
Dog Off lead	20	5	1	7
Dog (Greyhounds)	0	0	0	0
Dog (Nuisance)	22	24	18	10
Dog (Registration)	53	54	22	59
Dog (Stray)	504	449	321	356
Dog (Surrender)	14	28	21	36
Dog Attack / Rush	68	63	51	54
Dog Attack (Livestock)	11	13	12	7
Dog Attack (Other)	30	27	20	29
Dog Attack (Person)	20	16	13	14
Dog Rush	7	7	6	4
Other **	84	51	79	117
Animal business complaints	0	0	0	1
Cruelty / Welfare issues	67	41	49	74
Animal Control	4	5	13	18
Keeping of Animals	0	0	2	2
Noise (Animals)	13	5	15	22
Adoption Request	70	91	78	158

^{**} Some complaints received in this section may be for any domestic animal

Our current Orders, Local Laws, Council Policies and Procedures

Council Local Laws and Orders that relate to nuisance pets are as follows:

Under Section 26 of the *Domestic Animals Act 1994*, regulating dogs in public places, including prohibiting dogs in some public areas, requiring that dogs in public places be on a leash and allowing some off lead areas throughout the municipality at certain times (refer to Local Laws and Orders for copy of Order).

Moira Shire Councils Community Safety and Environment Local Law No. 1 of 2013 currently addresses, the number and type of animals that can be kept at a property without a permit, requirements regarding animal shelters and requirements regarding animal excrement (refer to Local Laws and Orders for copy of sections of Local Law).

Our current Education/Promotion Activities

Activity	Schedule	
Barking dog issues:		
Provide verbal information one on one with both parties	When complaint received	
 Letter advising of options provided to both parties 	When complaint received	
Barking Dog Diary provided to complainant	When complaint received	
Dispute Settlement Centre brochure provided		

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Cat wandering issues:	
Cat trap brochure and application form provided to complainant	When requested by public
Information given to cat owners if their cat is wandering	When complaint received
Dog wandering:	
Information given to dog owners if their dog is wandering	As required
Patrol area if complaint received	When complaint received
Council website:	
Information on the number of animals that can be kept at a property without a permit	Updated as required

Our current Compliance Activities

Moira Shire Council currently undertakes the following compliance activities:

Activity	Schedule
Attend property after complaint	When complaint received
Investigations - Review barking dog dairies and issue Notice to Comply if required	As required
Impound wandering cats and wandering dogs	As required
Issue warnings and infringement notices	As required
Patrols of area	As required

Summary

Moira Shire receives approximately 1,500 calls per year regarding dogs and cats, with approximately 30% of calls regarding stray dogs. Issues regarding domestic pets include wandering dogs and cats, the keeping of excessive animals and animal noise.

Council wants to reduce the number of nuisance wandering dog complaints by media campaigns, community education and proactive patrols.

Council wants to reduce the number of unwanted and feral cats by maintaining its current cat trapping program.

Surrendered animal numbers have nearly doubled from 26 in 2013/14 to 50 in 2016/17. This may be due to socio economic factors.

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Our Plans

Objective 1 Cat Nuisance Endeavour to reduce cat nuisance complaints

Activity	When	Evaluation	
Maintain Cat Trap Program to assist residents to deal with cat trespassing and nuisance problems		Annual review of program data including the number of request for traps, the number of traps hired out and the number of cats impounded as a result of the program	
Provide information relating to responsible cat ownership	Ongoing	Annual review of data. Monitor and review.	

Objective 2 Dog Nuisance Endeavour to reduce dog nuisance complaints

Activity	When	Evaluation
Review of the current Section 26 Order Dogs in Public Places associated with restraint of dogs in public places and update if required	By June 2021 Annual	Date new Order introduced if required Annual review of Council parks listed in Order, enforcement data and compliance rates
Review Local Law regarding the collection and disposal of dog faeces and update if required	Ongoing	Review completed within timeframe Date new Local Law introduced if required Annual review of enforcement data and compliance rates
Provide adequate signs at Council parks (on lead / off lead, requirements, pick up after your dog)	Ongoing	Annual review of signage at Council parks data, enforcement data and compliance rates
Patrol Council parks for dogs in 'No dogs allowed' areas and owners not picking up after their dogs	Ongoing	Annual review of enforcement action and compliance rates

Objective 3 Agencies Cooperate with other agencies as required

Activity				When	Evaluation
Liaise with required	other	agencies	as	Ongoing	Annual review of assistance provided by Councils Authorised Officers

Objective 4 Media and Education Development of a media and education strategy

Activity	When	Evaluation
Develop and implement an education and media strategy for residents, tourists and itinerants regarding nuisance animals and responsible pet ownership	Ongoing	Education program developed within timeframe Annual review of implementation of program, dates and location of program
Utilise Councils 'on hold' message facility as a promotional tool	Ongoing	Annual review the number of times the 'on hold' message mentions animal management services and programs and ensure information provided is up to date
Media releases regarding nuisance animal issues	Ongoing	Annual review of the number of media articles published

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Objective 5 Incentives Investigate options for different incentives to encourage desexing and responsible pet ownership

Activity	When	Evaluation
Investigate options for rewards program for responsible pet	By March 2019	Investigation completed within timeframe
ownership and implement program if	2010	Date program implemented
required		Annual review of program data

Objective 6 Information Develop information brochures and documents

Activity	When	Evaluation
Develop barking dog investigation brochures and provide to community	Ongoing	Information developed within timeframe Annual review of information to ensure correct information
Provide education material about cat enclosures and nuisance issues to cat owners in registration information packs each year	Ongoing	Information developed within timeframe Annual review of information to ensure correct information Number of booklets distributed and when
Website Information	Ongoing	Information developed within timeframe Annual review of information to ensure correct information and data of number of visits to page per year
Develop information kits for animals adopted from pound and provide with every adopted animal	Ongoing	Annual review of information to ensure correct information

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DOG ATTACKS

68A(2)(c)(iii) Outline programs, services and strategies to minimise the risk of attacks by dogs on people and animals

- also addresses 68A(2)(a),(c)(i),(c)(ii),(d),(f)

Council's purpose is to reduce the number of dog attacks and dog rushes occurring in the community through community education and enforcement.

Current Situation Our current data

Impounded Animals

Impounded		100000000	il 2013 il 2014			March Control	il 2014 il 2015				ril 2015 ril 2016			1 4 10 4 1 5 Y	1 2016 1 2017	
Animals	Dogs	%	Cats	%	Dogs	%	Cats	%	Dog s	%	Cats	%	Dogs	%	Cats	%
Total Impounded	245		269		220		253		174		331		224		365	
Seized Wandering	217	89	235	87	189	86	210	83	125	72	300	91	179	80	333	91
Seized Dog Attack	4	1	0	0	4	2	0	0	10	6	0	0	10	4	0	0

[%] Percentage from total impounded

Domestic Animal Complaints Received

Domestic Animal Complaints Received	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Total Complaints	1508	1361	1173	1501
Dog (Stray)	504	449	321	356
Total Dog Attack and Dog Rush Complaints	68	63	51	54
Dog Attack (Livestock)	11	13	12	7
Dog Attack (Other)	30	27	20	29
Dog Attack (Person)	20	16	13	14
Dog Rush	7	7	6	4

The number of dog attacks being reported decreased from 61 in 2014 to 50 in 2017. The number of dog attacks reported on livestock also reduced.

Infringements and Prosecutions

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The following data has been obtained from Council records.

Infringement Offence	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Total Infringements	94	87	33	28
Cat at large in restricted district	0	0	0	0
Dog/Cat found in prohibited public place	0	0	0	0
Dog at large during daytime	14	6	6	1
Dog at large during night time	0	0	0	0
Failure to apply to register dog or cat	74	65	19	26
No dog/cat identification marker	0	0	0	0
Allow Dog To Rush Or Chase A Person	0	0	0	0
Non-Serious Injury Caused By Dog Attack	1	1	0	0
Not Renewing Dog or Cat Registration	5	15	8	1
Warning notices issued	17	20	10	13

Prosecutions	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	THE RESERVE OF THE PROPERTY OF
Prosecutions Undertaken	0	0	0	1

Our current Orders, Local Laws, Council Policies and Procedures

Council Local Laws and Orders that relate are as follows:

Under Section 26 of the *Domestic Animals Act 1994*, regulating dogs in public places, including prohibiting dogs in some public areas, requiring that dogs in public places be on a leash and allowing some off lead areas throughout the municipality at certain times (refer to Local Laws and Orders for copy of Order).

Our current Education/Promotion Activities

Moira Shire Council currently undertakes the following education and promotion activities:

Activity	Schedule
Media Releases in local newspaper	Periodically
Provide information	When requested
Promote effective confinement and control dogs	Periodically

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Our current Compliance Activities

Moira Shire Council currently undertakes the following compliance activities:

Activity	Schedule
Patrol township areas for wandering dogs	Periodically
Respond to complaint about dog attack	As required
Seize dog after attack / rush	As required
Declare dogs that have attacked dangerous/menacing	When complaint received
Declare dogs as Restricted Breed dogs	As required
Issue Notice to Comply	As required
Issue infringements	As required
Prosecution	As required

Summary

Serious dog attacks remain a major risk within the community, with 50 incidents being reported to Council in 2016-2017. Most of these incidents involved dogs wandering at large with 356 stray dogs being reported in 2016-2017. It is difficult for Council to determine how many dog attack incidents occur in the home with the family pet as these are often unreported.

Council aims at reducing the number of dog attacks and dog rushes within the community by implementing various prevention activities. This includes educating the community on dog attack prevention, responsible pet ownership, acceptable dog behaviour and the serious consequences of a dog attack.

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Our Plans

Objective 1 Reporting Endeavour to encourage the community to report dog attacks to Council

Activity	When	Evaluation
Maintain an education and media strategy to increase community awareness of dog attacks and encourage community to report dog attacks to Council	Ongoing	Media and education strategy developed within timeframe Annual review of complaint records (who complained, when where, response time, outcome of investigation), and the number of dog attacks reported to council pre and post campaign

Objective 2 Media and Education Develop an education and media strategy about responsible pet ownership and preventing dog attacks

Activity	When	Evaluation
Utilise Councils 'on hold' message facility as a promotional tool	Ongoing	Annual review the number of times the 'on hold' message mentions animal management services and programs and ensure information provided is up to date
Maintain education and media strategy and documentation to promote the 'Kidsafe' message (not leaving babies and children unattended with dogs) within the community e.g. mothers groups, schools, maternal and child health nurses	By January 2018	Strategy developed within timeframe Annual review of implementation of strategy
Promote Responsible pet Ownership program by ensuring booklets are available through Schools within the Municipality and via Councils website and service centres	By June 2019	Annual review of distribution location and number of booklets utilised
Provide adequate signs at Council parks (on lead / off lead, requirements, pick up after your dog, who to call if problem dog seen in area)	Ongoing	Annual review of signage at Council parks data, enforcement data, compliance rates

Objective 3 Data Collection Establish if Council has a problem with dog attacks and identify problem areas

Activity	When	Evaluation
Maintain Council records to see if Council has a problem with dog attacks and to identify problem areas if required	Ongoing	Annual review of data collected in database to determine if areas have issues with dog attacks

Objective 4 Enforcement Undertake preventative education and enforcement initiatives

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Activity	When	Evaluation
Patrols of identified hot spot areas Record results on database	Ongoing	Annual review of results from the patrols including enforcement data
Where considered appropriate, take enforcement action including infringements and prosecutions	Ongoing	Annual review of number of infringements issued and prosecutions undertaken
Where considered appropriate, declare dogs menacing or dangerous after a dog attack or rush incident	Ongoing	Annual review of the number of dogs declared within the municipality

Objective 5 Incidents Endeavour to decrease the number of dog attacks incidents in the community

Activity	When	Evaluation
Record details of all dog attacks and dog rush incident reported, including serious nature, location and outcome	Ongoing	Annual comparison of data collected e.g.: number of reported dog attack incidents pre and post campaign

Objective 6 Livestock Endeavour to decrease dog attacks on livestock

Activity	When	Evaluation
Patrol areas of reported dog attacks on livestock	Ongoing	Annual comparison of data collected
Distribute Bureau of Animal Welfare booklet 'Responsible ownership of working dogs' to farming properties within the shire	Ongoing	Number of booklets distributed

Objective 7 Information Develop information brochures and documents

Activity	When	Evaluation
Website Information	Ongoing	Information developed within timeframe Annual review of information to ensure correct information and data of number of visits to page per year
Educational material distributed at customer service centres	Ongoing	Information developed within timeframe Information reviewed annually to ensure information is up to date

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DANGEROUS, MENACING AND RESTRICTED BREED DOGS

68A(2)(c)(vii) Outline programs, services and strategies to effectively identify all dangerous dogs, menacing dogs and restricted breed dogs in that district and to ensure that those dogs are kept in compliance with this Act and the regulations

- also addresses 68A(2)(a),(c)(i),(c)(ii),(d),(f)

Council's purpose is to effectively identify and manage all declared dangerous, menacing and restricted breed dogs

Current Situation

Our current data

Declared Dog Statistics	11 April 2013 10 April 2014	11 April 2014 10 April 2015	11 April 2015 10 April 2016	11 April 2016 10 April 2017
Total Declared Dogs Registered	5	5	5	5
Declared 'Dangerous' Dogs Registered	1	1	1	1
Declared 'Menacing' Dogs Registered	4	4	4	4
Declared 'Restricted Breed' Dogs Registered	0	0	0	0
Restricted Breed Dog Declarations	0	0	0	0

Our current Orders, Local Laws, Council Policies and Procedures

Impounded dogs that are destroyed in relation to Section 84*TA*, *TB* and *TC* are entered via the Victorian Declared Dog Registry (VDDR) website.

Details of Council declared dangerous and menacing dogs are entered on the VDDR website.

Our current Education/Promotion Activities

Moira Shire Council currently undertakes the following education and promotion activities:

Activity	Schedule
Restricted Breed dog declaration on Animal Registration form	Ongoing

Our current Compliance Activities

Moira Shire Council currently undertakes the following compliance activities:

Activity	Schedule
Respond to complaints regarding alleged dangerous or restricted breed dogs	When complaint received
Maintain a register of declared dogs within the shire	As required
Declare dogs as Restricted Breed, Dangerous or menacing	As required

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Record details on the Victorian Declared Dog Registry

As required

Summary

Moira Shire is predominately an agricultural area with four (4) major towns, twenty two (22) smaller communities. Small industrial areas are located in the major towns. As a result of the demographics there is a small population of declared dogs and the remainder being declared as a result of either a dog rush or dog attack.

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Our Plans

Objective 1 Identify Identify and register all Declared Dogs in the municipality and ensure dogs that are declared comply with the Act

Activity	When	Evaluation
Develop Registration form to include declaration regarding declared dog status	Ongoing	Registration form developed within timeframe Annual review of form to ensure compliance with legislation requirements

Objective 2 Inspections Effectively inspect and audit all declared dog premises randomly to ensure they are following the keeping requirements

Activity	When	Evaluation
Inspect all properties that harbour / keep a declared dog	Ongoing	Inspect database to ensure every property have been inspected
Ensure all declared dogs are on the database and the database is maintained	Ongoing	Inspect database annually to ensure database is maintained

Objective 3 Media and Education Development of a media and education strategy

Activity	When	Evaluation
Promote Animal Welfare Bureau regarding education programs to raise awareness of what is a declared dog i.e.: restricted breed, dangerous or menacing	By June 2020	Education program developed within timeframe Annual review of implementation of program, dates and location of program
Media releases regarding declared dogs	Ongoing	Annual review of media releases conducted
Website Information	Ongoing	Information developed within timeframe Annual review of information to ensure correct information and data of number of visits to page per year
Utilise Councils 'on hold' message facility as a promotional tool	Ongoing	Annual review the number of times the 'on hold' message mentions animal management services and programs and ensure information provided is up to date

Objective 4 Agencies Cooperate with other agencies as required

Activity	When	Evaluation			
Cooperate with other agencies and local government bodies to monitor declared dogs	Ongoing	Annual review of Council records and via Declared Dog registry			
Liaise with Department of Economic Development, Jobs, Transport and Resources in development and implementation of media and education strategies	Ongoing	Annual review of Council records			

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Objective 5 Information Promote information brochures and documents

Activity	When	Evaluation
Website Information	Ongoing	Annual review of information to ensure correct information and data of number of visits to page per year

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

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OVERPOPULATION AND HIGH EUTHANASIA

68A(2)(c)(iv) Outline programs, services and strategies to address any over-population and high euthanasia rates for dogs and cats

- also addresses 68A(2)(a),(c)(i),(c)(ii),(d),(f)

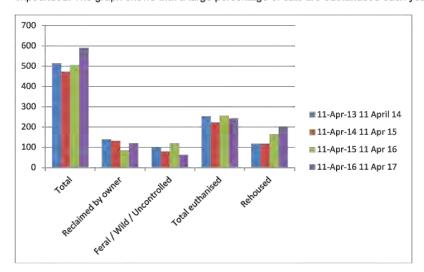
Council's purpose is to reduce the number of unowned pets within the community and the number of animal's (except feral, wild or uncontrollable animals) euthanased unnecessarily at the Council pound.

Current Situation

Our current data

Cats impounded outcome

The following graph shows the breakdown of what happened to the cats that were impounded. The graph shows that a large percentage of cats are euthanased each year.



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ITEM NO: 9.4.3

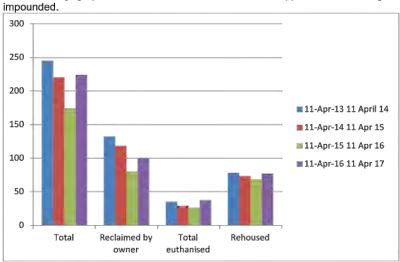
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Dogs Impounded Outcome

The following graph shows the breakdown of what happened to the dogs that were impounded



Impounded Animals

The following data has been obtained from the Council's Pound Register.

Impounded Animals	11 April 2013 10 April 2014						11 April 2015 10 April 2016				11 April 2016 10 April 2017					
i dilinais	Dogs	%	Cats	%	Dogs	%	Cats	%	Dogs	%	Cats	%	Dogs	%	Cats	%
Total Impounded	245		269		220		253		174		331		224		365	
Feral / Wild / Uncontrolled	0	0	100	37	0	0	80	32	0	0	120	36	0	0	62	17
Owned Animals	245	100	169	63	220	100	173	68	174	100	211	64	224	100	303	83
Registered	23	9	0	0	23	10	1	3	18	10	0	0	29	13	1	1
Microchipped	119	49	8	3	124	56	8	3	90	52	9	3	129	58	27	7
Seized wandering	217	89	235	87	189	86	210	83	125	72	300	91	179	80	333	91
Seized dog attack	4	1	0	0	4	2	0	0	10	6	0	0	10	4	0	0
Abandoned	10	4	0	0	2	1	0	0	13	7	8	2	2	1	7	2
Surrendered	14	6	30	11	25	11	43	17	26	15	18	5	33	15	16	4
Born in pound	0	0	4	2	0	0	0	0	0	0	5	2	0	0	9	3
Reclaimed by owner	132	54	7	3	118	54	14	6	80	46	5	2	100	45	20	5
Escaped/ Stolen	0	0	4	1	0	0	0	0	0	0	1	0	0	0	2	1
Total euthanased	35	14	218	81	29	13	194	77	26	15	229	69	37	17	206	56
Unsuitable for rehousing	9		0		10		0		13		0		28		0	
Rehoused	78	32	39	15	73	33	45	17	68	39	96	29	77	35	125	35

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Our current Orders, Local Laws, Council Policies and Procedures

Desexing

Council currently has no Orders under Section 26 of the *Domestic Animals Act 1994* in relation to the compulsory desexing of cats and dogs.

Registration fees are reduced if an animal is desexed. This new legislation aims at increasing the number of animals that are desexed within Victoria.

Impounded Animals

Animals are impounded in accordance with the Domestic Animals Act 1994.

Domestic Animal Pound Release Fee

The domestic animal Pound Release Fee is \$117.70 for a cat or dog plus, if applicable, a microchipping fee of \$49.50 and registration fee. A charge for daily sustenance of \$10 per day may also apply. Fees are subject to change as per Council's annual budget processes.

Animal Adoption Policy

Currently, animals may be adopted from the pound if they are available. The cost for adopting an animal is the cost of all veterinary requirements (microchipping, vaccination, worming, desexing) and registration.

Our current Education/Promotion Activities

Moira Shire Council currently undertakes the following education and promotion activities:

Activity	Schedule
The Moira Shire Council Website currently consists of the following: Information regarding impounded and lost animals including suggestions to pet owners on who to contact if their animal becomes lost and what information may be required.	Ongoing
The Pound Release Fees	
 Publish 'Pound Pet of the Week' on Council's website and in 'The Courier' 	

Our current Compliance Activities

Moira Shire Council currently undertakes the following compliance activities:

Activity	Schedule
Attend to complaints in the community regarding cats and dogs trespassing on private property	As required
Collect and impound stray and wandering at large dogs and cats	As required
Accept any dog or cat that the owner wants to surrender to Council	As required

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Provide a cat trap to the public through the cat trap hire scheme	Ongoing
Operate a Council Pound facility with 12 dog and 12 cat pens	Ongoing
Animal Adoption / Foster care	If requested
Euthanase:	
Any cat which is determined to be feral, wild or uncontrollable	As required
Any dog or cat not reclaimed within 8 days which is not rehoused	As required

Summary

The high euthanasia rate at the Council Pound facility is being addressed. The Animal Adoption program has been instrumental in lowering the euthanasia rate of impounded animals that are deemed suitable for rehoming.

At present, only 8% of dogs that were deemed suitable for rehoming were euthanised. Cats are proving more difficult to rehome, with 62% of cats deemed suitable for rehoming euthanised.

The second major issue regarding overpopulation is the number of feral and wild cats in the community. The percentage of cats impounded that were classified as feral or wild was 37% in 2014, 32% in 2015, 36% in 2016 and 17% in 2017. Over that period of time 362 cats were removed from the wild population. However, Council continues to receive numerous complaints regarding stray cats wandering and requests for cat traps.

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Our Plans

Objective 1 Desexing Endeavour to reduce the number of registered dogs and cats that are currently entire and not part of a Domestic Animal Breeding Business

Activity	When	Evaluation
Investigate discount desexing days or ongoing subsidised desexing for pets of low income earners via agreements with organisations and implement if required	By June 2019	Investigation completed within timeframe Date program implemented Annual review of program data including: Number of animals desexed as part of the scheme Cost to run scheme Any changes in the longer term re proportion of desexed animals on pet registration database, proportion of impounded pets that are desexed etc.

Objective 2 Media and Education Develop media and education campaign

Activity	When	Evaluation
Media releases regarding domestic animals businesses	Ongoing	Annual review of number of media releases issued
Utilise Councils 'on hold' message facility as a promotional tool	Ongoing	Annual review the number of times the 'on hold' message mentions animal management services and programs and ensure information provided is up to date

Objective 3 Adoption Endeavour to increase rehousing rates

Activity	When	Evaluation
Enter into agreements with other bodies for rehoming	Ongoing	Annual review of agreements to ensure program is satisfactory and agreement complies with legislation and Code of Practice
Develop media and education strategy to promote the pound services provided by Council including animal adoption and agreements with external community organisations	Ongoing	Annual review of campaign data including number of media releases, type of publicity and pound statistics
Publish 'Pound Pet of the Week' on Council's website and in 'The Courier'	Ongoing	Procedure reviewed annually to ensure best practice

Objective 4 Procedures Develop internal procedures and guidelines

Activity	When	Evaluation
Implement a program of assessment for euthanasia or suitability for rehoming of dogs and cats	Ongoing	Procedure developed and implemented within timeframe Procedure reviewed annually to ensure best practice

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Maintain foster carers, volunteer programs, agreements with other	Procedure reviewed annually to ensure best practice
84Y groups	

Objective 5 Information Develop information brochures and documents

Activity	When	Evaluation
Distribute brochures regarding pound services, animal adoption, desexing, identification, registration	Ongoing	Information developed within timeframe Information reviewed annually to ensure up to date
Educational material distributed at customer service centres	Ongoing	Information developed within timeframe Information reviewed annually to ensure information is up to date
Website Information	Ongoing	Information developed within timeframe Annual review of information to ensure correct information and data of number of visits to page per year

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2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

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DOMESTIC ANIMAL BUSINESSES

68A(2)(c)(ii) Outline programs, services and strategies which the Council intends to pursue in its municipal district to ensure that people comply with this Act, the regulations and any related legislation

also addresses 68A(2)(a),(c)(i),(d),(f)

Council's purpose is to identify and register all Domestic Animal Businesses (DAB's) and ensure that all registered businesses comply with the Codes of Practice.

Current Situation Our current data

In 2017, Moira Shire Council has six (6) registered Domestic Animal Businesses in the municipality. Consisting of (3) boarding kennels, (2) breeding establishments and one (1) pet shop. In 2012, one Domestic Animal Business ceased operating as a result of compliance breaches.

Our current Orders, Local Laws, Council Policies and Procedures

The registration fee for a Domestic Animal Business is \$141.60 which includes the State Government levy of \$10.

Our current Education/Promotion Activities

Activity	Schedule
Send renewal notices to Domestic Animal Businesses for permits	Annually

Our current Compliance Activities

Moira Shire Council currently undertakes the following compliance activities:

Activity	Schedule
Inspect Domestic Animal Businesses as required	Ongoing
Respond and investigate complaint about Domestic Animal Business	Ongoing
Prosecute / Close down illegal Domestic Animal Business	Ongoing
Participation in Department of Economic Development, Jobs, Transport and Resources Responsible Pet Ownership Program (statutory requirement)	Ongoing
State Government Levy collection for funding of Department of Economic Development, Jobs, Transport and Resources Responsible Pet Ownership program (statutory requirement)	Ongoing Levy included with every registration

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Summary

Council endeavours to identify any unregistered domestic animals business operating within the municipality.

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Our Plans

Objective 1 Identify Identify and register all Domestic Animal Businesses (DAB's) in the municipality

Activity	When	Evaluation
Identify possible businesses that may require to be registered as Domestic Animal Businesses	Ongoing	Annual comparison of number of registered Domestic Animal Businesses before and after activity
Follow up on information obtained in relation to possible unregistered Domestic Animal Businesses	Ongoing	Annual review the number of businesses identified
Follow up registration after receiving forms required under Section 13 of the Act	Ongoing	Annual review of statistical data including number of Section 13 forms received and results of follow up action

Objective 2 Inspection Endeavour to visit and inspect all registered Domestic Animal Rusinesses

Activity	When	Evaluation
Ensure compliance with registration and Codes of Practice for all Domestic Animal Businesses	Ongoing	Review of Domestic Animal Business Register and results of inspections requested by proprietors

Objective 3 Illegal Operations Identify and investigate illegally operating Domestic Animal Businesses in the municipality

Activity	When	Evaluation
Maintain education campaign to promote awareness of Domestic Animal Businesses and Code of Practice requirements	Ongoing	Comparison of number of registered establishments before and after campaign

Objective 4 Procedures Develop internal procedures and guidelines

Activity	When	Evaluation
Process for registering new Domestic Animal Businesses and initial assessment of applications	Ongoing	Procedure reviewed annually to ensure best practice
Maintain database of all visits conducted including history, audit results and work plans for each business	Ongoing	Database reviewed each inspection to information is up to date

Objective 5 Information Develop information brochures and documents

Activity	When	Evaluation	

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Distribute information packs for potential or new Domestic Animal Businesses	Ongoing	Information developed within timeframe Information reviewed annually to ensure up to date
Review of current Domestic Animal Business permit and development of specific conditions to be included in permits	Ongoing	Conditions developed within timeframe Permit document reviewed annually to ensure meets current legislation and Codes of Practice

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

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OTHER MATTERS

68A(2)(e) Provide for the review of any other matters related to the management of dogs and cats in the Council's municipal district that it thinks necessary Council's purpose is to ensure that all matters relating to its animal management service is addressed in the Domestic Animal Management Plan.

Emergency Management

Current Situation Our current data

Moira Shire Council has experienced various natural disasters, with a large scale flood throughout the municipality in 2012, a tornado in 2013 and a large scale fire in 2014.

The 2012 flood resulted in a number of domestic animals being relocated and some residents requiring emergency accommodation. This event highlighted the need to include domestic animals in Councils Emergency Management Planning.

Further information can be obtained from Council's Municipal Emergency Management Plan and Municipal Emergency Animal Welfare Plan.

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Our Plans

Objective 1 Procedure Council Policies and Procedures

Activity	When	Evaluation
Develop and maintain an Emergency Management Animal Welfare Plan for domestic animals in the Municipal Emergency Management Plan	Ongoing	Plan includes emergency management planning for domestic animals within timeframe Plan reviewed annually to ensure meets current legislation and Codes of Practice

Objective 2 Media and Education Develop a media and education strategy

Activity	When	Evaluation					
Maintain a media and education strategy regarding domestic pets and emergency management including advice, brochures and media releases on including pets in emergency planning e.g.: what equipment pets require, veterinary medication, identification (registration tags and microchipping) to help reunite pets with their owners after the emergency	Ongoing	Development of brochure and information within timeframe Annual review of media and education campaign data including number of media releases and promotion activities					

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Pound Development

Current Situation Our current data

The Code of Practice for the Management of Dogs and Cats in Shelters and Pounds was first introduced in 1998. In 2011, the Department of Environment and Primary Industries reviewed the Code of Practice which included extensive community consultation. The current revised edition came into effect on 30 June 2011.

The new Code aligns management practice with community expectations and the welfare needs of dogs and cats held in pounds and shelters and must be complied with by all Animal Shelters and Council Pounds in Victoria.

Changes included:

- Introduction of Health Management plans;
- A new foster care section;
- · Changes to admission procedures;
- More frequent inspection of puppies and kittens;
- · A new enrichment, exercise and socialisation section; and
- · Changes to the section on re-homing including the removal of the time limit.

Council must ensure that the pound facility is operated in accordance with the Code of Practice.

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Our Plans

Council's purpose is to develop the pound infrastructure and processes to ensure compliance with the revised Code of Practice for the Management of Dogs and Cats in Shelters and Pounds.

Objective 1 Infrastructure Pound Facility

Activity	When	Evaluation
Review current facility in accordance with the Code of Practice	Ongoing	Review completed within timeframe
Investigate ways of improving welfare of impounded animals	Ongoing	Investigation completed within timeframe

Objective 2 Procedure Pound Process and Procedure

Activity	When	Evaluation					
Review current processes, procedures and documents	By December 2018	Review completed within timeframe					
Develop and implement processes and procedures during any review	Ongoing	Procedure developed within timeframe Procedure reviewed annually to ensure best practice and compliance with legislation and Code of Practice					

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ANNUAL REVIEW OF PLAN AND ANNUAL REPORTING

68A(3) Every Council must-

- (a) review its domestic animal management plan annually and, if appropriate, amend the plan
- (b) provide the Department of Primary Industries' Secretary with a copy of the plan and any amendments to the plan
- (c) publish an evaluation of its implementation of the plan in its annual report.

Current Situation

The Domestic Animal Management Plan 2013-17 was reviewed annually, with the following key performance indicators and target evaluated.

Item	KPI's	Target
1	Endeavour to Increase Animal Registration Compliance – from 1 st August to 10 th March annually	2%
2	Quarterly media releases re Community Education	100%
3	Review Domestic Animal Plan	Annual
4	Successful prosecutions	100%
5	Endeavour to increase rehousing figures of impounded animals deemed suitable	100%
6	Investigate ways to increase numbers of foster carers	100%

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Our Plans

The implementation of the DAM Plan will be evaluated annually, amended if appropriate, with the results presented to Council and published in Council's Annual Report. The Secretary will be provided with a copy of the Plan and any amendments to the Plan. To ensure the audit accurately measures the DAM Plans success, the following must be undertaken:

Activity	When	Evaluation
Obtain statistics regarding various animal management services	By June 30	Statistics obtained within timeframe
Key Stakeholder and Community feedback and consultation	By June 30	Community consultation conducted within timeframe
Complete 'Summary' document	By July	Summary completed within timeframe
Review priorities and available resources	By July	Review completed within timeframe
Report submitted to Corporate management Team	By August	Report submitted within timeframe
Report submitted to Council	By September	Report submitted within timeframe
Report submitted to Secretary	By November	Report submitted within timeframe

Method of Evaluating Animal Control Services

The Safety and Amenity Unit utilises a number of computer programs and databases to assist in the evaluation of the animal control services provided.

Council utilises a complaint record and animal registration management system 'Authority'. Various Excel spread sheets are utilised to maintain databases of impounded animals, declared dogs and domestic animal businesses. Statistics are obtained from reports generated by these programs.

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Summary

The following tables provide a summary of the objectives and activities to be implemented over the next four financial years as described throughout the DAM Plan.

Each table provides an overall evaluation of the development and implementation of the DAM plan priority areas and will be updated as part of Councils annual review, in accordance with section 68A(3) of the Act.

Obligative / Authors		Ye	ar of	Plan	1 **	Due	Status	Comment
Obje	Objective / Activity		2	3	4	Date	Update*	Comment
2.1	Training of Authorised Officers							
1	Training Policy							
	Minimum training requirements identified	✓				June 2018		
	Additional training opportunities identified	V				June 2018		
2	Training Conducted							
	Minimum training completed	1	1	1	1			

^{*} Status Update (ongoing, complete, underway, no progress)

^{**} Year of Plan = 1 - July 2017 - June 2018

^{2 -} July 2018 - June 2019

^{3 -} July 2019 - June 2020

^{4 -} July 2020 - June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)



Objective / Activity		Ye	ar of	Plan	**	Due Date	Status Update*	Comment
Obje	Objective / Activity		2	3	4			
2.2	Registration and Identification							
1	Registration Numbers	1	1	1	1			
	Pound animals registered prior to release	~	~	~	1			
	Animal registration door knocks	1	1	1	1			1
2	Seized Identifiable							
	Pound register data captured	1	1	1	1			ĺ
3	Media and Education	(15)		0				
	'A' frame signs	1	✓	✓	✓			
	Media releases	1	✓	✓	✓			
	Councils 'on hold' message	1	1	1	1			
	'First free ride home" for stray registered animals	~	1	1	1	Dec 2017		
4	Incentives	110						
	Registration fee structure review		1			Dec 2018	Ì	
	Implement registration scheme	√	1	✓	1			
	Any animals registered for the first time with Council in January will receive four months registration free (16 months registration instead of 12 months)		1	1	1	June 2018		
5	Procedures	110						
	Scanning deceased animals where appropriate	1	1	1	1			
6	Information							
	Brochure and 'new residents' kit information	~	1	1	1			
	Website information	1	1	1	1			
	Brochures at service centres	1	1	1	1			

^{*} Status Update (ongoing, complete, underway, no progress)
** Year of Plan = 1 - July 2017 – June 2018

^{2 -} July 2018 – June 2019 3 - July 2019 – June 2020

^{4 -} July 2020 - June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)



Objective / Activity		Ye	ar of	Plar	**	Due Date	Status Update*	Comment
		1	2	3	4			
2.3	Nuisance							
1	Cat Nuisance							
	Implement Cat Trap Program	1	1	1	1		1	
	Provide information relating to responsible cat ownership	1	~	V	V			
2	Dog Nuisance							1
	Review of the current Dogs in Public Places Section 26 Order	1	1	1	1	June 2021		
	Review Local Law regarding the collection and disposal of dog faeces	✓	1	1	1			
	Provide adequate signs at Council parks	1	1	1	1			
	Patrol Council parks	V	1	V	1			
3	Agencies							
	Liaise with other agencies as required	1	1	V	1			
4	Media and Education							
4	Education program that focusses on visitors and non-resident ratepayers	√	1	1	1			
	Councils 'on hold' message	✓	1	V	1			
	Media releases	1	1	1	1			
5	Incentives	10						
	Rewards program for responsible pet ownership option		1			March 2019		
6	Information							
	Barking dog investigation brochures	1	1	1	1	Î		
	Provide education material to cat owners in registration information packs	√	1	1	1			
	Website Information	1	1	1	1			
	Information kits for animals adopted from pound us Update (ongoing, complete, underway, no pro	~	1	1	1			

^{*} Status Update (ongoing, complete, underway, no progress)
** Year of Plan = 1 - July 2017 – June 2018

^{2 -} July 2018 - June 2019

^{3 -} July 2019 - June 2020

^{4 -} July 2020 - June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)



Objective / Activity		Ye	ar of	Plan	**	Due Date	Status	Comment
		1	2	3	4		Update*	
2.4	Dog Attacks							
1	Reporting							
	Community awareness of need to report incidents	~	1	~	1			
2	Media and Education	100						
	Councils 'on hold' message facility	1	1	1	1			Î
	Strategy and documentation to promote the 'Kidsafe' message	1	1	1	1			
	Promote Responsible pet ownership program	1	1	1	1			
	Provide adequate signs at Council parks	~	1	1	1			
3	Data Collection							
	Maintain Council records	1	√	V	V			
4	Enforcement							
	Patrols of identified hot spot areas	1	1	1	1			
	Enforcement action (where appropriate)	~	1	1	1			
	Declare dogs after incident (where appropriate)	1	1	1	1			
5	Incidents	(10)						
	Record details of all dog attacks and dog rush incidents	1	1	V	1			
6	Livestock							
	Patrol areas of reported dog attacks on livestock	1	1	1	1			
	Distribute Bureau of Animal Welfare booklet 'Responsible ownership of working dogs' by direct mail to all farming properties within the shire	v	~	1	~			
7	Information	(106)			1			
	Educational material on website	1	1	1	1			
	Display information at customer service centres	1	~	1	1			

^{*} Status Update (ongoing, complete, underway, no progress)
** Year of Plan = 1 - July 2017 – June 2018

^{2 -} July 2018 - June 2019

^{3 -} July 2019 - June 2020

^{4 -} July 2020 - June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)



Objective / Activity		Ye	ar of	Plar	1 **	Due	Status Update*	Comment
		1	2	3	4	Date		
2.5	Dangerous, menacing and restricted breed dogs							
1	Identify							À
	Registration form includes declaration regarding declared dog status	~	1	1	1			
2	Inspections							
	Inspect all properties that harbour / keep a declared dog	1	1	1	1			
	Ensure declared dog database is maintained	1	1	1	1			
3	Media and Education	3.7		U.E.				
	Education / Media strategy			1	1	June 2020	Ì	
	Media releases	1	1	✓	1			
	Material on website	1	1	1	1	Ì		
	Councils 'on hold' message	1	V	V	1			
4	Agencies							
	Cooperate with other agencies and local government bodies to monitor declared dogs	1	1	1	1			
	Liaise with DEDTJR in media and education strategies	1	1	1	1			
5	Information							
	Council website	1	✓	1	1			

^{*} Status Update (ongoing, complete, underway, no progress)

^{**} Year of Plan = 1 - July 2017 - June 2018

^{2 -} July 2018 — June 2019 3 - July 2019 — June 2020 4 - July 2020 — June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)



Objective / Activity		Ye	ar of	Plar	**	Due Date	Status Update*	Comment
		1	1 2	3	4			
2.6	Overpopulation / High Euthanasia							
1	Desexing							
	Investigate discount desexing days or ongoing subsidised desexing for pets of low income earners via agreements with organisations		1	1	1	June 2019		
2	Media and Education							
	Media releases	1	1	1	1			
	Councils 'on hold' message	1	1	√	1			
3	Rehoming							
	Enter into rehoming agreements with other bodies	1	1	1	1			
	Maintain media and education strategy to promote the pound services	1	1	~	1			
	Maintain Pound Pet of the Week	1	1	1	1			
4	Procedures							
	Implement euthanasia and rehoming assessment program	1	1	1	1			
	Maintain foster carers, volunteer programs, agreements				1			
5	Information							
	Brochures regarding pound services, animal adoption, desexing, identification, registration	~	~	1	1			
	Information at customer service centres	~	✓	✓	1			
	Website Information	1	1	1	1			

^{*} Status Update (ongoing, complete, underway, no progress)

** Year of Plan = 1 - July 2017 – June 2018

^{2 -} July 2018 - June 2019

^{3 -} July 2019 – June 2020 4 - July 2020 – June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)



Objective / Activity		Ye	ar of	Plan	1 **	Due Date	Status Update*	Comment
		1	2	3	4			
2.7	Domestic Animal Businesses							
1	Identify							
	Identify possible DAB	1	1	√	1			
	Follow up on information obtained regarding possible unregistered DAB's	~	~	~	~			
	Follow up registration after receiving Section 13 forms	1	~	1	1			
2	Inspection							
	Ensure compliance with registration and codes of practice for all DAB's as required	~	1	1	1			
3	Illegal Operations							
	Education campaign to promote awareness of DAB's and Codes of Practice	~	1	~	1			
4	Procedures							
	Process for registering new domestic animal business and initial assessment of application	~	1	1	1			
	Database of all visits conducted for every DAB	~	1	1	1			
5	Information							
	Information packs for potential or new Domestic Animal Businesses	1	~	~	~			
	Permit conditions review		1	1	1			

^{**} Status Update (ongoing, complete, underway, no progress)

** Year of Plan = 1 - July 2017 – June 2018

2 - July 2018 – June 2019

3 - July 2019 – June 2020

^{4 -} July 2020 - June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)



Objective / Activity		Year of Plan **				Due	Status	Comment
		1	2	3	4	Date	Update*	Comment
2.8	Other Matters							
2.8.1	Emergency Management Planning							
1	Procedures							
	Animals included in Municipal Emergency Management Plan	1	~	~	~			
2	Media and Education							
	Media / Education strategy regarding domestic pets and emergency management	~	1	1	1			
2.8.2	Pound Improvement	H						
1	Infrastructure							
	Review facility in accordance with Code of Practice	1	~	~	~			
	Improve welfare of impounded animals	~	~	1	1			
2	Procedures							
	Review processes and procedures		1	1	1	Dec 2018		
	Implement new processes and procedures	~	1	1	1			

^{*} Status Update (ongoing, complete, underway, no progress)

^{**} Year of Plan = 1 - July 2017 – June 2018 2 - July 2018 – June 2019

^{3 -} July 2019 – June 2020 4 - July 2020 – June 2021

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final



Adoption of Plan

This plan was adopted by Council on:

FILE NO: D17/54588	ITEM NO: 9.4.3
1. A GREAT PLACE TO LIVE	

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final

moira

Amendment Provisions

The following is a list of amendments made to the original Domestic Animal Management Plan 2018 $-\,2021.$

Section	Amendment Date	Title	Amendment Adopted	Date to Secretary

2018-2021 DOMESTIC ANIMAL MANAGEMENT PLAN DRAFT (cont'd)

ATTACHMENT No [1] - 2018-2021 Domestic Animal Management Plan - Final



Definitions

Term	Definition
Authorised Officer A person employed by Council who is authorised under Section 224 of the Lo Government Act 1989 to administer and enforce the Act and Section 72 of the Domestic Animals Act 1994 to administer and enforce the Act.	
DAB	A Domestic Animal Business
DEDTJR	The Department of Economic Development, Jobs, Transport and Resources. The department was DEPI in April 2013.
DAM Plan	The Domestic Animal Management Plan 2018-2021
The Act	The Domestic Animals Act 1994
The Regulations	The Domestic Animals Regulations 2015
COP	Code of Practice
Codes of Practice	Specific standards for the conduct of various activities relating to dogs and cats (refer to Codes of Practice section for information)
Permanent identification device	Means a microchip or other electronic device that is capable of being permanently implanted in an animal of a prescribed class of animal and that is designed to record information in a manner that can be electronically retrieved;
Desexing	In relation to a dog or cat means a surgical procedure to remove all or part of the reproductive organs of the dog or cat to prevent it breeding and to prevent or eliminate secondary sexual behaviours;
Domestic Animal	Means:
Business	An animal shelter, Council pound or pet shop;
	An enterprise that is run for profit which carries out the rearing, training or boarding of dogs or cats; or
	An enterprise which carries out the breeding of dogs or cats to sell, where:
	in the case of an enterprise whose proprietor is a member of an applicable organisation, the enterprise has 10 or more fertile female dogs or 10 or more fertile female cats; or
	in the case of an enterprise whose proprietor is not a member of an applicable organisation, the enterprise has 3 or more fertile female dogs or 3 or more fertile female cats.
Microchip	See Permanent Identification Device
Pound	Means any premises maintained for the purpose of impounding dogs or cats including a Council pound.

Domestic Animal Management Plan 2018 - 2021

ORDINARY COUNCIL MEETING WEDNESDAY, 25 OCTOBER 2017

FILE NO: F17/235	ITEM NO: 10.1
4. A WELL RUN COUNCIL	

ACTION OFFICERS' LIST

RECOMMENDATION

That Council receive and note the Action Officers' List.

Meeting: 27 September 2017

Subject - Petition and Joint letters

Councillor Cox tabled a petition objecting to the proposed closure of the Cobram Barooga Visitor Information Centre.

COMPLETED

The petition tabled at the September Council meeting was the same petition that was received during the submission period for the draft Visitor Service Strategy with additional signatures. The petition was included in the submissions received for the Draft Visitor Services Strategy and was included in the review.

Attachments

Nil

Moira Shire Council Page 239 of 279

FILE NO: F17/587	ITEM NO: 11.1
4. A WELL RUN COUNCIL	

NOTICE OF MOTION - CR LIBRO MUSTICA

TAKE NOTICE that at the Council Meeting to be held on 25 October 2017, it is my intention to move the following motion:

- That the Moira Shire recognizes the difficulties small local business face in promoting their business activity due to the planning constraints of State Government Planning Legislation in relation to signage fronting roadsides
- 2. That Moira Shire work with the local business owners operating in smaller townships and those operating rural style cottage and boutique businesses to:
 - formulate a desired solution to the problem
 - Work with the local small business operators to seek a deputation to the Victorian State Government Minister for Planning to alert him to the signage issues and seek amendment to the Planning Legislation and/or regulations to rectify the problem

Cr Libro Mustica

Date: 9 October 2017

Moira Shire Council Page 240 of 279

FILE NO: F17/19	ITEM NO: 11.2
4. A WELL RUN COUNCIL	

NOTICE OF MOTION - CR LIBRO MUSTICA

TAKE NOTICE that at the Council Meeting to be held on 25 October 2017, it is my intention to move the following motion:

- 1. That a planning committee be established to consider all planning permit applications that have a development cost in excess of \$1 million or attract 2 or more objections.
- 2. The committee to meet fortnightly.
- 3. The committee to comprise 3 councillors.
- 4. All pre-application discussions concerning rezoning or development proposals in excess of \$1 million be referred to the planning committee.
- 5. A internal process be established to inform all Councillors on a weekly basis of all new planning permit applications.

Cr Libro Mustica

Date: 11 October 2017

Moira Shire Council Page 241 of 279

FILE NO: F17/465	ITEM NO: 11.3
2. A THRIVING LOCAL ECONOMY	

NOTICE OF MOTION - CR KEVIN BOURKE

TAKE NOTICE that at the Council Meeting to be held on 25 October 2017, it is my intention to move the following motion:

That in relation to Signage in Farming Zone (which is a prohibited use) that Council observe and respond to Clauses 63. 01 through to Clause 63. 11 of the Victorian Planning Provisions.

Cr Kevin Bourke

Date: 16 October 2017

Moira Shire Council Page 242 of 279

FILE NO: 52012400
1. A GREAT PLACE TO LIVE

CREATION OF EASEMENT - CARRIAGEWAY - 3 MEIKLEJOHN STREET NUMURKAH

RECOMMENDATION

That Council authorise the Chief Executive Officer to sign and seal the Creation of Easement document.

Background

Planning Permit 52012400 was issued on 23 June 2014 and subsequently amended on several occasions for the purpose of a Supermarket Extension, car parking, liquor licence modifications, reduction in the number of parking spaces and waiving of on-site loading and unloading facilities on land known as 2-12 Melville Street and 3 Meiklejohn Street, Numurkah.

Condition 11 on such permit required the following:

An easement of carriageway be created over, at least, 3 Meiklejohn Street to provide legal access/egress for the users of the laneway while part of the laneway is closed for loading and unloading purposes for the supermarket. A plan for the creation of an easement must be registered prior to the use of the laneway for loading and unloading purposes.

A Plan for the creation of a carriageway easement has been prepared under Section 45(3) of the Transfer of Land Act 1958 and lodged seeking consent from Council.

The carriageway easement will be favour of Council.

This Plan for Creation of Easement would fulfil the condition in the planning permit, however, it is noted that the laneway is currently being used for loading and unloading.

Attachments

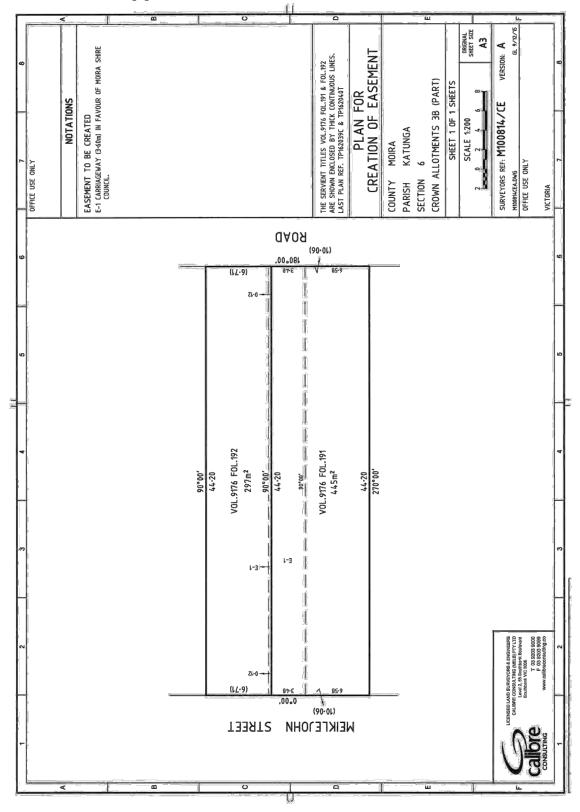
1 Plan for Creation of Easement

Moira Shire Council Page 243 of 279

FILE NO: 52012400
1. A GREAT PLACE TO LIVE

CREATION OF EASEMENT - CARRIAGEWAY - 3 MEIKLEJOHN STREET NUMURKAH (cont'd)

ATTACHMENT No [1] - Plan for Creation of Easement



Moira Shire Council Page 244 of 279

FILE NO: F13/2600
2. A THRIVING LOCAL ECONOMY

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES

RECOMMENDATION

That Council authorise the Chief Executive Officer to sign and seal the funding agreement between Moira Shire Council and Yarrawonga Mulwala Tourism & Business Inc.

- 1. Council has in the last three years contracted Yarrawonga Mulwala Tourism and Business Inc. (previously Yarrawonga Mulwala Tourism Inc.) to deliver visitor services in Yarrawonga.
- 2. Outsourcing the visitor service delivery in Yarrawonga has proven cost-effective for Council
- 3. Council endorsed the amended Visitor Services Strategy 2017-2019 on 27 September 2017. Recommendation 1 of this strategy seeks to *ensure we can promote our shire in other Visitor Information Centres (VICs) across Australia* by retaining the accreditation status of the Yarrawonga VIC. This will be achieved through the outsourcing of the delivery of accredited Visitor Information Services in Yarrawonga to Yarrawonga Mulwala Tourism and Business Inc.
- 4. The attached Funding Agreement has been negotiated with Yarrawonga Mulwala Tourism and Business Inc.
- 5. On 25 September 2017 a Ministerial exemption was granted (see attachment) under section 186 of the Local Government Act for Council to enter into this Funding Agreement without undertaking a tendering process.
- 6. The funding agreement entails the payment of \$225,000 plus GST per annum of the service delivery. The agreement is effective on the 1 October 2017 to 30 June 2020 (with an option to extend to 30 June 2023).

Attachments

- 1 Ministerial Instrument of Approval
- 2 Funding Agreement Yarrawonga Mulwala Tourism and Business Inc.

Moira Shire Council Page 245 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [1] - Ministerial Instrument of Approval

LOCAL GOVERNMENT ACT 1989 SECTION 186

APPROVAL OF ARRANGEMENTS

I, Mariene Kairouz, Minister for Local Government approve the arrangements for the purposes of section 186(5)(c) of the *Local Government Act 1989*, for Moira Shire Council (Council) to contract directly with Yarrawonga Mulwala Tourism & Business Inc. for the provision of visitor information services from 1 October 2017 to 30 June 2020 (with an option to extend to 30 June 2023).

For the purposes of this approval, I note Council's advice that there are no other service providers which meet the requirements of Council and that the proposed arrangement will provide Council value for money.

HON MARLENE KAIROUZ MP Minister for Local Government

2 5 SEP 2017

Moira Shire Council Page 246 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



MOIRA SHIRE COUNCIL

and

YARRAWONGA MULWALA TOURISM & BUSINESS INC.

FUNDING AGREEMENT

D17/39466 F13/2600

Moira Shire Council Page 247 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

THIS AGREEMENT is made on _____

BETWEEN

1 MOIRA SHIRE COUNCIL

having its municipal office at 44 Station Street, Cobram, Victoria ("Principal")

2 YARRAWONGA MULWALA TOURISM AND BUSINESS INC.

ABN 38 252 717 986 of 1 Irvine Parade, Yarrawonga, Victoria ("Service Provider")

1 INTRODUCTORY ISSUES

1.1 Definitions

In this Agreement, the following terms have the meanings indicated, unless inconsistent with the context:

"Adjustment" has the meaning set out in section 195-1 of the GST Act;

"Adjustment Note" has the meaning set out in section 195-1 of the GST Act;

"Commencement Date" means the date specified as such in Schedule A;

"Contract Term" has the meaning ascribed to it by clause 2.2.1;

"Deliverable" has the meaning ascribed to it by clause 2.1;

"GST" means the goods and services tax within the meaning of the GST Act;

"GST Act" means the A New Tax System (Good and Services Tax) Act 1999 (Cth);

"Initial Contract Term" means the period specified as such in Schedule A;

"Insurance Act" means the Insurance Act 1973 (Cth);

"Intellectual Property" means copyrights, patents, trade marks, designs (registered or unregistered), trade secrets and know how;

"Municipal District" means the municipal district of the Principal;

"OH&S" means occupational health and safety;

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Moira Shire Council Page 248 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

"OH&S Management System" has the meaning ascribed to it by clause 7.3;

"Party's Representative" means:

- 1.1.1 the Superintendent in respect of the Principal; and
- 1.1.2 the Service Provider's Representative in respect of the Service Provider:

"Personal Information" means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Public Holiday" means a public holiday, within the meaning of the Public Holidays Act 1993, applying in the Municipal District;

"Schedule" means a schedule to this Agreement;

"Service Provider's Representative" has the meaning ascribed to it by clause 2.4;

"Services" means -

- 1.1.3 the performance of work;
- 1.1.4 the supply of materials; and
- 1.1.5 all other things required to be done -

under this Agreement by the Service Provider, as indicated in Schedule B and includes any matters reasonably to be inferred from Schedule B;

"Superintendent" means -

- 1.1.6 the person specified as such in Schedule A; or
- 1.1.7 any other person nominated in writing by the Principal -

and includes any person:

- 1.1.8 to whom powers, duties or functions have been delegated by a person referred to in clause 1.1.6 or clause 1.1.7;
- 1.1.9 the authority of whom the Service Provider has been notified; and

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Moira Shire Council Page 249 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

1.1.10 in respect of whom no notice of the revocation of his or her authority has been given to the Service Provider;

"Tax Invoice" has the meaning set out in section 195-1 of the GST Act; and

"Taxable Supply" has the meaning set out in section 195-1 of the GST Act.

1.2 **Construction of Terms**

this Agreemer	nt, unless inconsistent with the context:
1.2.1	headings and underlinings are for convenience only and do not affect interpretation;
1.2.2	words expressed in the singular include the plural and vice versa;
1.2.3	a reference to a gender includes a reference to each other gender;
1.2.4	where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
1.2.5	a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa;
1.2.6	a reference to any Act, regulation, proclamation, planning scheme, local law or by-law includes all Acts, regulations, proclamations, planning schemes, local laws or by-laws amending, consolidating or replacing same;
1.2.7	a reference to an Act includes all regulations, proclamations, planning schemes, local laws and by-laws made under that Act;
1.2.8	a reference to a party in a document includes that party and its successors, permitted assigns, receivers, receivers and managers, liquidators and legal personal representatives;
1.2.9	a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document; and

a reference to the Service Provider includes, where appropriate,

(a) employees; and

1.2.10

the Service Provider's:

Moira Shire Council Page 250 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

(b) sub-contractors and the employees of such sub-contractors.

1.3 Interpretation

1.3.1 Amendment

This Agreement may be amended only by a written instrument duly executed by the parties.

1.3.2 Discrepancies and Inconsistencies

Should the Agreement contain any discrepancy or inconsistency, the Superintendent must make a determination removing the discrepancy or resolving the inconsistency and such determination shall be binding on the parties. The Service Provider shall not be entitled to any additional payment with respect to any determination made by the Superintendent under this clause.

1.3.3 Whole Understanding

This Agreement constitutes the whole understanding between the parties and embodies all terms and conditions under which the Services are to be performed by the Service Provider. All previous negotiations and understandings between the parties on this subject matter shall cease to have effect from the date of this Agreement.

1.3.4 Governing Law

The law of the State of Victoria governs this Agreement and any legal proceedings under this Agreement.

1.3.5 Counting of Days

Where under any provision of this Agreement, any notice is to be given or any payment is to be made on a Saturday, Sunday or Public Holiday, the notice may be given or the payment made on the next day which is not a Saturday, Sunday or Public Holiday.

1.3.6 Several and Joint Liability

If the Service Provider consists of two or more parties, this Agreement binds each of them severally and jointly.

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Moira Shire Council Page 251 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

1.3.7 No Waiver

No -

- (a) time or other indulgence granted by the Principal to the Service Provider:
- (b) variation of the terms and conditions of this Agreement; or
- (c) judgment or order obtained by the Service Provider against the Principal -

will in any way amount to a waiver of any of the rights or remedies of the Principal in relation to the terms of this Agreement.

1.3.8 No Restriction of the Principal's Powers

This Agreement does not fetter or restrict the powers or discretions of the Principal in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Services, the Service Provider or the Municipal District.

1.3.9 The Superintendent

The Superintendent must exercise any powers or functions conferred, and perform any duties imposed, on the Superintendent under clauses 1.3.2, 5.3.1 and 5.3.2 reasonably and independently of the parties. Except as expressly provided in this clause or elsewhere in this Agreement, the Superintendent may exercise other powers conferred, and perform any other duties imposed or functions conferred, on the Superintendent in the Principal's interests.

1.4 Notices

1.4.1 Method of Giving Notices

A notice required or permitted to be given by one party to another under this Agreement must be in writing, addressed to the party to receive it and:

- (a) handed to the Party's Representative of that party;
- (b) delivered to that party's address;
- (c) sent by pre-paid mail to that party's address; or

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Moira Shire Council Page 252 of 279

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

(d) transmitted by facsimile to that party's facsimile number.

1.4.2 Time of Receipt

A notice given to a party in accordance with clause 1.4.1 must be treated as having been duly given and received:

- (a) if handed to the Party's Representative of that Party, immediately;
- (b) if delivered to a party's address, on the day of delivery;
- (c) if sent by pre-paid mail, on the third day after posting; or
- (d) if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

1.4.3 Addresses and Facsimile Numbers of Parties

For the purposes of clauses 1.4.1 and 1.4.2, an address or facsimile number of a party is the address or facsimile number stated in Schedule A unless notice of a new address or facsimile number has been given to the other party.

1.5 No Partnership or Agency

Nothing in this Agreement shall operate or be deemed to create a partnership between any of the parties to this Agreement.

The Service Provider must not:

- 1.5.1 hold itself out as being an agent of the Principal or being in any way entitled to make any contract on behalf of the Principal or to bind the Principal to the performance, variation, release or discharge of any delegation; or
- 1.5.2 hold out its employees, sub-contractors or agents or allow its employees, sub-contractors and agents to hold themselves out, as being employees and agents of the Principal.

2 THE SERVICES

2.1 Work To Be Performed

The Service Provider must perform the Services during the Contract Term in accordance with this Agreement, including, without limitation, supplying to the

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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Principal any document or other thing specified in Schedule B ("Deliverable") by any date specified for that purpose in Schedule B.

The Service Provider must ensure that the financial contribution of the Principal is acknowledged in any manner indicated in Schedule B in any context indicated in Schedule B.

The Service Provider will remain responsible for the performance of the Services notwithstanding the acceptance or review of the Services, or any element of the Services by the Superintendent, the Principal, any member of the Principal's staff or any other person acting on behalf of the Principal.

2.2 Contract Term

2.2.1 Extent of Contract Term

The Contract Term is the Initial Contract Term and any period for which the operation of the Agreement is extended under clause 2.2.2, if any.

2.2.2 Extension of Agreement

The Principal may, at its option, extend the operation of this Agreement beyond the Initial Contract Term for a period not longer than the period stated in Schedule A from the expiration of the Initial Contract Term, if it gives notice of its intention to extend this Agreement at least that period specified in Schedule A prior to the end of the Initial Contract Term.

2.2.3 Survival of Rights and Obligations

The rights and obligations of the parties under clauses 2.6, 3.3, 3.4, 3.5, 5.3, 8.3 and 8.7 shall survive the termination or expiry of this Agreement.

2.3 Fees

The Service Provider must pay all fees, charges and costs incurred in its performance of the Services, except as expressly stated otherwise in this Agreement.

2.4 Service Provider's Representative

The Service Provider must appoint a competent person to be responsible for the day to day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services ("Service Provider's Representative").

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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The Service Provider must notify the Superintendent of the name of the Service Provider's Representative prior to the Commencement Date and must notify the Superintendent immediately should a new Service Provider's Representative be appointed.

2.5 Statutory Requirements

The Service Provider must -

- 2.5.1 obey; and
- 2.5.2 ensure that its employees, sub-contractors and agents obey -

any Acts, regulations, local laws and by laws in any way applicable to the performance of the Services or this Agreement.

2.6 Personal Information

- 2.6.1 The Service Provider agrees with respect to any information held or obtained by the Service Provider under or in connection with this Agreement:
 - to use Personal Information only for the purposes of fulfilling its obligations under this Agreement;
 - (b) to comply at all times with the Privacy Act 1988 (Cth) and the Information Privacy Act 2000 (Vic) and all other legislation in force at any time throughout the Contract Term relating to the privacy of Personal Information;
 - (c) at the time of collecting Personal Information, to obtain all necessary consents and authorisations from the persons to whom that Personal Information relates to enable any use of the Personal Information necessary for the performance of the Services; and
 - (d) to take all reasonable measures to ensure that Personal Information is protected against loss and unauthorised access, use, modification or disclosure.
- 2.6.2 The Service Provider indemnifies the Principal in respect of any loss, liability or expense suffered or incurred by the Principal arising out of or in connection with a breach of the obligations of the Service Provider under this clause, or any misuse of Personal Information by the Service Provider or any of its employees, subcontractors or agents, or any disclosure by the Service Provider or

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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any of its employees, sub-contractors or agents in breach of an obligation of confidence, whether arising under the *Privacy Act* 1988 (Cth), the *Information Privacy Act* 2000 (Vic) or otherwise.

3 ANCILLARY ISSUES

3.1 Reporting

The Service Provider must:

- 3.1.1 report to the Principal at the frequency specified in Schedule C;
 and
- 3.1.2 ensure that each report to the Principal:
 - (a) is in any form specified in Schedule C; and
 - (b) addresses any matters specified in Schedule C and any additional matters which the Superintendent may direct the Service Provider to address from time to time.

3.2 Performance Review

The Principal may review the performance of the Services:

- 3.2.1 at the frequency indicated in Schedule D; and
- 3.2.2 in accordance with the procedure stated in Schedule D, including any key performance indicators listed in Schedule D.

3.3 Intellectual Property Rights

Ownership of, and the Intellectual Property in, any documents, data, designs, models, computer software and other information created by the Service Provider in the course of performing the Services, including, without limitation, any Deliverables, vests in the Principal.

The Principal grants to the Service Provider a royalty-free licence to use the Intellectual Property for the purpose of performing the Services and such other matters as the Principal authorises from time to time.

The Service Provider must:

3.3.1 deliver all such documents, data, designs, models, computer software and other information, including, without limitation, any Deliverables, to the Principal at the conclusion of the performance

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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of the Services, or earlier termination of this Agreement, if they have not previously been delivered to the Principal in accordance with this Agreement;

- 3.3.2 on demand, execute any waivers, notices or assignments necessary to enable the Principal to register or otherwise obtain title to the Intellectual Property in such documents, data, designs, models, computer software and other information, including, without limitation, any Deliverables; and
- 3.3.3 preserve and protect the Intellectual Property of the Principal at all times.

3.4 Publicity

Except as expressly stated in this Agreement, or directed by the Superintendent in writing from time to time, the Service Provider must:

- 3.4.1 not either itself or through its employees, agents or sub-contractors make any statement to the media on behalf of the Principal or in relation to the performance of the Services or the subject matter of the Services;
- 3.4.2 refer all enquiries from the media relating to the performance of the Services or the subject matter of the Services to the Superintendent; and
- 3.4.3 notify the Superintendent immediately of any event arising in the course of performing the Services which may receive media attention.

3.5 Confidentiality

The Service Provider must not, and must ensure that its employees, sub-contractors and agents do not, disclose any information or documents obtained in the course of performing the Services to any third party without the prior written consent of the Superintendent.

4 PAYMENTS

4.1 Obligation to Pay

If the Service Provider complies with its obligations under this Agreement, the Principal must, in consideration of the Service Provider's performance of the Services and the Service Provider's other obligations under this Agreement:

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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- 4.1.1 make the payment or payments specified in Schedule E; and
- 4.1.2 provide to the Service Provider any goods or services specified in Schedule F, subject to any conditions set out in Schedule F.

The Principal may set off any amount payable by the Service Provider to the Principal under this Agreement or otherwise against any amount payable by the Principal to the Service Provider under, in relation to or in connection with this Agreement.

4.2 GST

To the extent that the performance of the Services constitutes a Taxable Supply:

- 4.2.1 if a payment under clause 4.1.1 is calculated on a basis which is described as exclusive of GST, the payment must be increased by the applicable amount of GST ("GST Amount") (which will be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST);
- 4.2.2 the Service Provider must provide to the Principal a valid Tax Invoice at or prior to the time of, and as a condition of, payment of any GST Amount; and
- 4.2.3 if any Adjustment occurs in relation to the Taxable Supply, the Service Provider must issue an Adjustment Note to the Principal within seven (7) days of becoming aware of the Adjustment and any payment necessary to give effect to such Adjustment must be made within seven days (7) after the date of receipt of the Adjustment Note.

4.3 Tax Invoices

Any Tax Invoice submitted to the Principal for the purposes of clause $4.2.2 \ \text{must}$ include:

- 4.3.1 the Service Provider's ABN;
- 4.3.2 the value of the Taxable Supply;
- 4.3.3 the GST applicable to the Taxable Supply;
- 4.3.4 the words "Tax Invoice";
- 4.3.5 the date of issue of the Tax Invoice;

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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4.3.6	the name of the Service Provider;
4.3.7	the name of the Principal as the recipient of the Taxable Supply
4.3.8	the ABN of the Principal;
4.3.9	a brief description of each element of the Taxable Supply; and
4.3.10	if relevant, the quantity or volume of the Taxable Supply.

5 DEFAULTS AND TERMINATION

5.1 Default By Service Provider

If the Service Provider defaults in the performance or observance of any obligation it has under this Agreement, the Superintendent may, without limiting any other rights that the Principal may have, give notice to the Service Provider to show cause why the powers contained in this clause should not be exercised.

Such notice must:

5.1.1	not be unreasonably given;	,
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5.1.2 state that it is a notice under this clause; and

5.1.3 specify the default on the part of the Service Provider upon which it is based.

If, within seven (7) days after receipt of the notice, the Service Provider fails to show, to the satisfaction of the Superintendent, that the default will be rectified and this Agreement will be satisfactorily completed in accordance with its terms, the Principal, without prejudice to any other rights that it may have under this Agreement or at common law against the Service Provider, may:

5.1.4 suspend payment under this Agreement; or

5.1.5 terminate this Agreement.

5.2 Service Provider's Right To Terminate

If, within 30 days of any period for payment stated in Schedule E, the Principal has failed to pay to the Service Provider any amount due under clause 3.2 (other than an amount being the subject of a dispute or difference under this Agreement), the Service Provider may by notice to the Principal either suspend the Services or terminate this Agreement.

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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5.3 Payments On Termination

5.3.1 Limit of Payments

If this Agreement is terminated under clauses 5.1 or 5.2, or otherwise, the Principal is liable to make payments to the Service Provider only in respect of any portion of the Services which have been properly performed and not paid for at the date of termination, as determined by the Superintendent.

5.3.2 Payment for Losses and Expenses

If this Agreement is terminated by the Principal under clause 5.1 or otherwise, the Service Provider must, within 14 days, pay to the Principal the amount of the loss and expenses incurred by the Principal by reason of or arising from the termination (including, without limitation, indirect losses, consequential losses and legal costs on a full indemnity basis, and any amount by which the cost to the Principal of completing the Services exceeds the amount which would otherwise have been payable to the Service Provider), as determined by the Superintendent.

5.3.3 The Principal May Retain Moneys

The Principal may retain the moneys payable to the Service Provider under clause 5.3.1 until any amount payable by the Service Provider to the Principal under clause 5.3.2 has been determined by the Superintendent and paid by the Service Provider.

5.4 Insolvency Of Service Provider

If the Service Provider -

- 5.4.1 being a person:
 - (a) becomes bankrupt or files or is served with a petition in bankruptcy;
 - (b) is served with a bankruptcy notice;
 - (c) makes an assignment for the benefit of his or her creditors;
 - (d) becomes bound as a debtor by any scheme of arrangement;
 - (e) executes as a debtor any deed of assignment or deed of arrangement; or

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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- (f) has a mortgagee or other creditor take possession of any of his or her assets;
- 5.4.2 being a partnership:
 - (a) is dissolved;
 - (b) any of the partners becomes bankrupt, or files, or is served with, a petition in bankruptcy;
 - (c) any of the partners is served with a bankruptcy notice;
 - (d) any of the partners makes an assignment for the benefit of his or her creditors;
 - (e) any of the partners becomes bound by any scheme of arrangement;
 - any of the partners executes, as a debtor, any deed of assignment or deed of arrangement; or
 - (g) any of the partners has a mortgagee or other creditor take possession of any of his or her assets; or
- 5.4.3 being a company or other body corporate:
 - takes, or has taken or instituted against it, any action or proceeding, whether voluntary or compulsory, having as its object the winding up of the company or other body corporate;
 - (b) an administrator is appointed, or steps are taken for the appointment of an administrator, under Part 5.3 A of the Corporations Act 2001 (Cth) in respect of it;
 - enters into a composition or other arrangement with its creditors, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation;
 - (d) has a mortgagee or other creditor take possession of any of its assets;
 - (e) a receiver or receiver and manager is appointed, or steps are taken for the appointment of a receiver or receiver and manager, in respect of it; or

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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(f) in the case of an incorporated association, takes or institutes, or has taken or instituted against it, any action or proceeding having as its object the cancellation of the incorporation of the incorporated association -

the Principal may terminate this Agreement immediately and clause 5.3 shall, to the extent that it is applicable, operate as if the termination had been made by the Principal under clause 5.1.

6 SUB-CONTRACTING AND ASSIGNMENT

6.1 Sub-contracting

6.1.1 General

The Service Provider must not sub-contract the whole or any portion of its obligations under this Agreement, except with the prior written consent of the Superintendent, which may be given subject to such conditions as the Superintendent considers appropriate. Except in so far as any consent given by the Superintendent under clause 6.1.1 expressly provides otherwise, no sub-contractors will have any rights under this Agreement against the Principal or be entitled to receive any payments under this Agreement from the Principal.

6.1.2 Service Provider still to be Liable

Unless otherwise agreed in writing by the Superintendent, no sub-contracting of any obligations of the Service Provider under this Agreement will relieve the Service Provider from any liability under this Agreement or at law in respect of the performance or purported performance of this Agreement and the Service Provider will be responsible for the acts and omissions of any sub-contractor, or any sub-contractor's employees and agents, as if they were the acts or omissions of the Service Provider.

6.2 Assignment

6.2.1 General

The Service Provider must not assign the whole or any of its rights under this Agreement, except with the prior written consent of the Superintendent, which may be given subject to such conditions as the Superintendent considers appropriate. Except in so far as any consent given by the Superintendent under clause 6.2.1 expressly provides otherwise, no assignees will have any rights under this Agreement

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against the Principal or be entitled to receive any payments under this Agreement from the Principal.

6.2.2 Change in Beneficial Ownership

For the purpose of clause 6.2, an assignment of this Agreement includes any change in the beneficial ownership of the share capital of the Service Provider, if it is a company, which alters the effective control of the Service Provider.

7 OCCUPATIONAL HEALTH AND SAFETY

7.1 General Occupational Health and Safety Requirements

The Principal is obliged to provide and maintain, so far as is reasonably practicable, a working environment for its employees and members of the public that is safe and without risk to health.

The Service Provider must itself, and must ensure that any sub-contractors of the Service Provider, at all times identify and take all necessary precautions for the health and safety of all persons, including the Service Provider's employees and sub-contractors, staff of the Principal and members of the public, who may be affected by the performance of the Services.

The Service Provider must inform itself of all OH&S policies, procedures or measures implemented or adopted by the Principal. The Service Provider must comply with all such policies, procedures or measures.

The Service Provider must immediately comply with any and all directions by the Superintendent relating to OH&S.

7.2 Legislative Compliance

The Service Provider must -

7.2.1 comply with; and

7.2.2 ensure that its employees, sub-contractors and agents comply with

any Acts, regulations, local laws, codes of practice compliance codes, guidelines and Australian Standards which are in any way applicable to OH&S and the performance of the Services.

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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7.3 Service Provider OH&S Management System

The Service Provider must establish and implement an OH&S management system which ensures compliance with all duties of an employer under the *Occupational Health and Safety Act 2004* ("OH&S Management System").

The Service Provider must review and update the OH&S Management System as necessary to ensure that the OH&S Management System remains current in the context of any:

- 7.3.1 changes in Acts, regulations, local laws, codes of practice, compliance codes, guidelines and Australian Standards which are in any way applicable to OH&S and the performance of the Services;
- 7.3.2 changes to the nature of or scope of the Services or the manner in which the Service Provider performs the Services; and
- 7.3.3 changes to best practice OH&S standards in the industry in which the Service Provider is engaged.

The Service Provider must implement the OH&S Management System or updated OH&S Management System, as the case may be, throughout the Contract Term.

The Service Provider must, when requested by the Superintendent, provide evidence of the Service Provider's ongoing implementation of the OH&S Management System.

8 INSURANCE AND INDEMNITY

8.1 Workers' Compensation

The Service Provider must effect a WorkCover policy of insurance complying with the provisions of the Accident Compensation (WorkCover Insurance) Act 1993 in respect of all of its employees.

8.2 Public Liability Insurance

The Service Provider must, at all times during the Contract Term, be the holder of a current public liability policy of insurance ("Public Liability Policy") providing coverage for an amount per event of at least that stated in Schedule A.

The Public Liability Policy must be effected with an insurer which is authorised to carry on non-life insurance business in Australia under the Insurance Act.

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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The Public Liability Policy must -

- 8.2.1 cover such risks;
- 8.2.2 be subject only to such conditions and exclusions; and-
- 8.2.3 be subject only to such excess -

as are approved by the Superintendent.

8.3 Professional Indemnity Insurance

The Service Provider must, at all times during the Contract Term and for 10 years thereafter, be the holder of a current professional indemnity policy of insurance in respect of any activities forming part of the Services which are capable of being covered under such a policy ("Professional Indemnity Policy"), providing coverage for an amount per event of at least that stated in Schedule A.

The Professional Indemnity Policy must be effected with an insurer which is authorised to carry on non-life insurance business in Australia under the Insurance Act.

The Professional Indemnity Policy must -

- 8.3.1 cover such risks;
- 8.3.2 be subject only to such conditions and exclusions; and
- 8.3.3 be subject only to such excess -

as are approved by the Superintendent.

8.4 Sub-contractors

The Service Provider must ensure that any sub-contractor to the Service Provider complies with clauses 8.1, 8.2 and 8.3, and provides evidence of such compliance in accordance with clause 8.4, as if it were the Service Provider.

8.5 Provision of Evidence

8.5.1 Proof of Payment

The Service Provider must produce to the Superintendent policies of insurance and receipts evidencing that the premiums for the insurances referred to in clauses 8.1, 8.2 and 8.3 have been paid not less than 14 days before the Commencement Date.

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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8.5.2 Certificates of Currency

The Service Provider must provide the Principal with certificates of currency in respect of the insurances referred to in clauses 8.1, 8.2 and 8.3 within two (2) days of a written request by the Superintendent.

8.6 Failure To Insure

If the Service Provider fails to comply with its obligations under clauses 8.1, 8.2, 8.3, 8.4 or 8.5 the Principal may immediately terminate this Agreement.

If this Agreement is terminated under clause 8.6, clause 5.3 will, to the extent that it is applicable, operate as if the termination had been made by the Principal under clause 5.1.

8.7 Indemnity

The Service Provider must indemnify, keep indemnified and hold harmless the Principal, and its councillors and staff, from and against all actions, claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Agreement, including, without limitation, any acts or omissions of the Service Provider's sub-contractors, agents and employees.

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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Executed by the parties on the date set out at the commencement of this Agreement:

1	Execution clause for the Principal	
	The COMMON SEAL of the MOIRA SHIRE C Council on the day of presence of:	
	Witness Signature	Witness Name (please print)
	Chief Executive Officer (CEO) Signature	Mark Henderson CEO Name (please print)
2	Execution clause for the Service Provider (stril	ke out alternatives which are not applicable:
	Executed by by YARRAWONGA MULWALA TOURISM INC. (ABN 38 252 717 968) by its duly authorised executive in the presence of:))
	Authorised Executive Signature	Authorised Executive (please print)
	Witness Signature	Witness Name (please print)

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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SCHEDULE A

The Commencement Date is (clause 1.1):

01 October 2017

The Initial Contract Term is (clause 1.1):

01 October 2017 - 30 June 2020

The Superintendent is (clause 1.1):

Jane O'Brien, Manager Economic Development

The Principal's address is (clause 1.4.3):

Postal Address: PO Box 578, Cobram, VIC 3643

Street Address - Main Administration Centre: 44 Station Street, Cobram, VIC 3644

The Principal's facsimile number is (clause 1.4.3):

03 5872 1567

The Service Provider's address is (clause 1.4.3):

Postal Address: PO Box 190, Yarrawonga, VIC 3730 Street Address: 1 Irvine Parade, Yarrawonga, VIC 3730

The Service Provider's facsimile number is (clause 1.4.3):

N/A

The maximum period for which the Agreement may be extended is (clause 2.2.2):

3 years (i.e. 1 July 2020 - 30 June 2023)

The period prior to the expiry of the Initial Contract Term by which notice of an extension must be given is (clause 2.2.2):

Six months - i.e. no later than 31 December 2019

The minimum amount of coverage under the Public Liability Policy is (clause 8.2):

\$20 Million

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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The minimum amount of coverage under the Professional Indemnity Policy is (clause 8.3):

Optional – It is recommended that the Service Provider obtains coverage of a minimum of \$5 Million to cover any advice provided by the Service Providers' committee members, staff and volunteers.

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

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SCHEDULE B

THE SERVICES

The Services are:

The provision of Visitor Information Services from the Visitor Information Centre in Yarrawonga

The Deliverables are:

The main deliverables of the visitor services from the Yarrawonga Mulwala Visitor Information Centre are:

- To operate an accredited Visitor Information Service from Yarrawonga Mulwala Visitor Information Centre with the key objectives being:
 - To provide friendly, heipful, professional and timely customer service with regards to information about Moira Shire and its surrounds including the services provided by local businesses.
 - b. To provide comprehensive and accurate information on the local area, local region, neighbouring regions and other regions of the State Focus is primarily on the area covered by the Sun Country on the Murray brand, but the same service should also be extended to surrounding areas when resources permit.
 - To encourage extended length of stays and increased visitor expenditure in Sun Country on the Murray
 - To provide a quality booking service for accommodation, tours and experiences Sun Country on the Murray, where applicable.
 - To provide an effective and efficient distribution outlet for tourism product, in particular products that promote Sun Country on the Murray and the Murray region.
 - f. To celebrate the cultural diversity that locals and visitors bring to the visitor centres by treating everyone with respect, hospitality and friendliness
- 2. To promote events in Yarrawonga Mulwala and the Sun Country on the Murray region.

The form of acknowledgement is:

Use of the Sun Country on the Murray branding in accordance with the appropriate style guide

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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SCHEDULE C

REPORTING

Form of Reports:

- Written reports
- · Face to face meetings
- · Oral presentations to Council following the receipt of the annual report and audited financials

Frequency of Reports:

- · Monthly reporting of Visitor Information Centre statistics and BookEasy bookings
- Six monthly written reports on progress against key performance indicators and any major issues
- Six monthly meetings with Superintendent on progress of service delivery and any major issues
- · Annual presentation to Council following the receipt of the annual report and audited financials

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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SCHEDULE D

PERFORMANCE REVIEW

Procedure of Performance Reviews:

Following the receipt of the six monthly written report on progress against key performance indicators, a face to face meeting will be held between the Superintendent and the Service Providers to discuss the progress and any issues that may have arisen.

Frequency of Performance Reviews:

Year 1 - 3

Review	When	
First Review	No later than 31 March 2018	
Second Review	No later than 30 September 2018	
Third Review	No later than 31 March 2019	
Fourth Review	No later than 30 September 2019	
Fifth Review	No later than 31 March 2020	
Final Review	No later than 30 June 2020	

Year 4- 6, if applicable

Review	When	
First Review	No later than 30 September 2020	
Second Review	No later than 31 March 2021	
Third Review	No later than 30 September 2021	
Fourth Review	No later than 31 March 2022	
Final Review	No later than 30 June 2022	

Key Performance Indicators:

Key performance indicators will be developed and amended on an annual basis and reviewed at the six-monthly face to face meeting

Key Deliverables	Key Performance Indicators	Measure of Success
To operate an accredited Visitor Information Service from Yarrawonga Mulwala Visitor Information	 Opening hours in accordance with accreditation 9am-5pm, 7 days a week, except Good Friday and Xmas Day; Develop and main operational procedures in accordance with accreditation; Train staff and volunteers through Minimum of two famils organised by 	100% Open Operational Procedure up to date Increased attendance at famils and a minimum of three famils per annum attended by

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ITEM NO: 13.2

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

Centre	Yarrawonga Mulwala Tourism & Business, attendance at a minimum of two of Moira Shire Council's organised famils; and Minimum of 4 training/professional development sessions. Report on VIC statistics monthly Promote all rate paying businesses in line with other VICs under council's management Develop an operator prospectus for membership of Yarrawonga Mulwala Tourism & Business Use of Sun Country brand to be aligned with styleguide and subject to approval from Council Provide an online booking service and report of monthly statistics Post regular Facebook and Instagram posts Website Maintenance Promotion of the Sun Country on the Murray region A council representative is able to attend all board meetings Develop accommodation and event packages	volunteers and staff Increased attendance at training and professional development sessions Statistics entered on a monthly basis into VTIC portal All tourism businesses promoted in VICs Operator prospectus developed and increased membership Adherence to Style Guide Increase in BookEasy bookings Increased engagement and reach on Facebook and Instagram Regular website maintenance Increase in
		accommodation and event packages
To promote events in Yarrawonga Mulwala and the Sun Country on the Murray region	Report on visitor numbers (daytrippers, overnight domestic visitors and international visitors) for Yarrawonga Mulwala Tourism and Business run and support events Report on average length of stay for Yarrawonga Mulwala Tourism and Business run and support events Participation in and support of Moira Shire initiated events, such as the Sun Country Food and Wine Festival 2018	Increased event attendance Increased length of stay

Sun Country on the Murray business registration

- Registration should be passed on to Moira Shire Council, as we need the legal control over the business name

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

SCHEDULE E

PAYMENTS TO BE MADE BY THE PRINCIPAL

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Review	Amount	When	
First Payment	\$112,500 Excl GST	Maximum 30	No later than 31 October 2017
Second Payment	\$112,500 Excl GST	days after	No later than 30 April 2018
Third Payment	\$112,500 Excl GST	satisfactory	No later than 31 October 2018
Fourth Payment	\$112,500 Excl GST	performance	No later than 30 April 2019
Fifth Payment	\$112,500 Excl GST	review	No later than 31 October 2019
Final Payment	\$112,500 Excl GST		No later than 30 April 2020

Year 4- 6, if applicable

Review	Amount	When	
First Payment	\$112,500 Excl GST	Maximum 30	No later than 31 July 2020
Second Payment	\$112,500 Excl GST	days after	No later than 31 October 2020
Third Payment	\$112,500 Excl GST	satisfactory	No later than 30 April 2021
Fourth Payment	\$112,500 Excl GST	performance	No later than 31 October 2021
Final Payment	\$112,500 Excl GST	review	No later than 30 April 2022

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FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



Funding Agreement

SCHEDULE F

GOODS AND SERVICES TO BE PROVIDED BY THE PRINCIPAL

Goods and Services to be provided:

- Invitation to participate in a Moira Shire Tourism Advisory Committee
- Invitation to staff and volunteers to participate in famils organised by Moira Shire Council
- General PR and Marketing of Moira Shire (using Sun Country on the Murray brand)
- Access to additional PR and Marketing opportunities at a cost
- Access to industry development and training

Conditions:

- . Sun Country on the Murray brand style guide is adhered to
- The Superintendent must approve the use of the Sun Country on the Murray branding for any new deliverables
- Website and Facebook sites using the Sun Country on the Murray branding are to be administered within the strict guidelines of the Principal and all posts must be approved by the Superintendent prior to going live
- The Service Providers' Volunteers and Staff should attend familiarisations and training programs offered by the Principal
- Council is to be promoted positively through customer service, board level and media. Any indifferences should be dealt with between the Superintendent and the Service Provider.
- The visual appearance of the Visitor Information Centre should ensure uniformity across the other visitor information centres and the Sun Country on the Murray branding must be represented appropriately.

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ITEM NO: 13.2

FUNDING AGREEMENT - YARRAWONGA MULWALA BUSINESS AND TOURISM INC.: VISITOR SERVICES (cont'd)

ATTACHMENT No [2] - Funding Agreement - Yarrawonga Mulwala Tourism and Business Inc.



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FILE NO: VARIOUS	ITEM NO: 14

URGENT GENERAL BUSINESS

Clause 60 of Council's "Meeting Procedures Local Law 2017 states:

60. Urgent general business

- 1) Councillors must provide an outline of the matters to be considered before Council can accept the motion to consider urgent business. The outline must demonstrate how the matter meets the criteria for urgent business.
- 2) Urgent business can only be admitted by resolution of Council
- 3) Urgent business must not be admitted as urgent business unless
 - a) It relates to or arises out of a matter which has arisen since distribution of the agenda
 - b) Is manifestly urgent
 - c) Is material to the function of Council
 - d) Requires an urgent council resolution
 - e) Is otherwise determined by the CEO.
- 4) Only the mover of an urgency motion may speak to the motion before it is put.

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FILE NO: VARIOUS	ITEM NO: 15

QUESTIONS FROM THE PUBLIC GALLERY

Clause 61 of Council's "Meeting Procedures Local Law 2017 states: 61. Question Time

The Council will hold a Public Question Time of up to 30 minutes duration at each Ordinary Meeting, to enable members of the public to receive answers to questions previously submitted for consideration, and if the submitted questions are dealt with in less than the 30 minute period, the Chair can invite questions from the floor.

- 1) At every ordinary meeting of the Council a maximum of 30 minutes may be allocated to enable members of the public to submit questions to Council.
- 2) The time allocated may be extended by unanimous resolution of Council.
- 3) Sub-clause (1) does not apply during any period when the Council has resolved to close a meeting in respect of a matter under section 89(2) of the Act.
- 4) To assist the accurate recording of minutes and addressing any questions that may require written response or follow up, the Chief Executive Officer may require questions to be submitted in writing.
- 5) No person may submit more than two (2) questions at any one (1) meeting.
- 6) The Chairperson or member of Council staff nominated by the Chairperson may read a question to those present.
- 7) No guestion must be so read unless:
 - a) the person asking the same is in the gallery at the time it is due to be read; and
 - b) the person asking the question reads the same when called upon by the Chairperson to do so.
 - c) A question may be disallowed by the Chairperson if it:
 - d) relates to a matter outside the duties, functions and powers of Council;
 - e) is defamatory, indecent, abusive, offensive, irrelevant, trivial or objectionable in language or substance;
 - f) deals with a subject matter already answered;
 - g) is aimed at embarrassing a Councillor or a member of Council staff;
 - h) relates to personnel matters;
 - i) relates to the personal hardship of any resident or ratepayer;
 - j) relates to industrial matters;
 - k) relates to contractual matters;
 - I) relates to proposed developments;
 - m) relates to legal advice;
 - n) relates to matters affecting the security of Council property; or
 - o) relates to any other matter which Council considers would prejudice Council or any person.
- 8) The Chairperson may request a Councillor or member of Council staff to respond, if possible, to the question.
- 9) Councillor or member of Council staff may require a question to be put on notice until the next Ordinary meeting, at which time the question must be answered, or elect to submit a written answer to the person asking the question.
- 10) A Councillor or member of Council staff may advise Council that it is his or her opinion that the reply to a question should be given in a meeting closed to members of the public. The Councillor or member of Council staff must state briefly the reason why the reply should be so given and, unless Council resolves to the contrary, the reply to such question must be so given.

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FILE NO: VARIOUS	ITEN	Л NO: 16
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MEETING ADJOURNMENT

RECOMMENDATION

That the meeting be adjourned for 10 minutes.

RECOMMENDATION

That the meeting be resumed.

RECOMMENDATION

That pursuant to Sections 89(2) (d) and (f) of the Local Government Act, 1989, this meeting of Council be closed to members of the public in order for Council to discuss personnel and contractual matters which the Council considers would prejudice the Council or any person.

RECOMMENDATION

That pursuant to Section 89(2) of the Local Government Act 1989, Council resolve to continue in open session.

RECOMMENDATION

That the recommendations of the "Closed" Meeting of Council be adopted and the award of tenders disclosed in the open minutes.

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