

10.4. ART GALLERY OF BALLARAT GENERAL SERVICE AGREEMENT 12 MONTH EXTENSION

Division: Community Wellbeing
Director: Neville Ivey
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OFFICER RECOMMENDATION

Council resolves to:

- 1. Extend the current General Service Agreement 2017-2020 (GSA) with the Art Gallery of Ballarat (AGB) by a further 12 months.**
- 2. Authorise the Chief Executive Officer to negotiate with the AGB Board on the basis of the following points;**
 - a. The financial obligation of Council for the extended GSA will be within Council's budget capacity.**
 - b. The term of the new GSA will be 12 months and a new GSA will be entered into prior to the end of the proposed GSA.**

EXECUTIVE SUMMARY

The Art Gallery of Ballarat Board has had a three-year General Service Agreement with the Council which concluded at the end of June 2020. A 12-month extension is sought under the current terms of the General Service Agreement to allow time for a Governance Review to be finalised so as to inform the next three-year General Service Agreement with Council.

RATIONALE

The Art Gallery of Ballarat is currently undergoing a Governance Review, looking at the activities of the Art Gallery of Ballarat Board and the Gallery Foundation. The extension of the General Service Agreement 2017-2020 (GSA) in its current form for a further 12 months allows the Governance Review to be completed and a resolution to be reached. A new 3-year GSA in 2021 would be entered into with the new entity, or with the existing Board.

The previous GSA was tied to the lease of the café space at the Gallery. In the new café tender which will go out in August it will be a City of Ballarat lease rather than a Board lease so there is no longer a tie to the terms of the GSA.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- *City of Ballarat Council Plan 2017-2021*
- *Local Government Act 1989*
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	No	No
Social/Cultural	Yes	Yes
Environmental/Sustainability	No	No
Economic	No	No
Financial/Resources	Yes	Yes
Risk Management	Yes	Yes
Implementation and Marketing	No	No
Evaluation and Review	No	No

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural – A vibrant and effectively funded and managed Art Gallery is fundamentally important to every community and even more so to a city the size of Ballarat. The Council holds some responsibility for the arts and cultural prosperity for the local community and as the capital of Western Victoria, a significant regional population looks to the city as a leader in this sector. Therefore, it is important that the greatest outcome can be achieved from the available funding and resources.

Financial/Resources – The three-year GSA gives the Gallery the ability to have assurance of their forthcoming budget in order to plan exhibitions up to three years in advance which is industry standard. In theory the GSA allows the Gallery to view the three year budget holistically and spend when exhibitions fall rather than working within an allocated annual budget.

Risk Management – A 12-month extension allows the completion of the Governance Review and ensures that the GSA does not have to be changed if a new governance entity is created.

CONSULTATION

The Governance Review has included extensive consultation with the Art Gallery of Ballarat Board, Foundation and Association. All parties are committed to completion of the Review to ensure greater outcomes and efficiencies for the Art Gallery.

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Art Gallery of Ballarat General Service Agreement 2017-2020

ATTACHMENTS

1. Final Signed GSA for AGB [10.4.1 - 34 pages]



GENERAL SERVICE AGREEMENT
FOR
FUNDING, SERVICES, ARTWORKS AND PREMISES

BALLARAT ART GALLERY
40 LYDIARD STREET, BALLARAT, VICTORIA, 3350

BALLARAT CITY COUNCIL
ABN 37 601 599 422
(Council)

- and -

ART GALLERY OF BALLARAT
ACN 145 246 224
(Company)

1 JULY 2017 – 30 JUNE 2020

3ECB:21701907

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THIS AGREEMENT is made on

PARTIES:

1. **BALLARAT CITY COUNCIL** ABN 37 601 599 422, also known as the **City of Ballarat**, of Sturt Street, Ballarat, 3350 in the State of Victoria;
2. **ART GALLERY OF BALLARAT** ACN 145 246 224 of 40 Lydiard Street North, Ballarat in the State of Victoria (**Company**).

RECITALS:

- R.1. By a deed of agreement made between the Ballarat Fine Art Public Gallery Association (**Association**) and Council dated 29 September 1978 (**Deed of 1978**), ownership of the gallery known as the Art Gallery of Ballarat (**Gallery**) and the art collection of the Gallery was transferred to Council.
- R.2. The Deed of 1978 provided that Council would cause to be established a company to manage the Gallery following the transfer of ownership by the Association of the Gallery and the art collection of the Gallery to Council. The Deed of 1978 further provided that the board of the company would be responsible for a range of nominated matters relating to the continued operation of the building as an art gallery with matters not specifically prescribed to be the responsibility of the board including the day to day functioning of the Gallery.
- R.3. Council did not cause such a company to manage the Gallery to be established. Instead a first supplementary deed to the Deed of 1978 was made by Council and the Association, and dated 2 December 1982 (**Deed of 1982**) to amend the Deed of 1978 by removing Council's obligation to cause a company to be established and agreeing to establish a Board of Management (**Board of Management**) with responsibility to develop, promote, control and manage the Gallery.
- R.4. A second supplementary deed between the Association and Council was signed on 6 December 2000 (**Deed of 2000**) to add a new paragraph to the Deed of 1978 stating that all works acquired, including future acquisitions, by the Association for the Gallery, would, under the Deed of 1978 (as amended) be given to Council, provided that Council may not sell or otherwise dispose of those works without first obtaining the written permission of the Association.
- R.5. Between 1978 and 2010, the Board of Management constituted in accordance with the Deed of 1978 (as amended by the Deed of 1982) provided the Gallery and Council with invaluable advice and guidance as to the operation of the Gallery and, together with the Director and Council, operated the Gallery, while Council employed the Gallery's staff, for the benefit, enjoyment, education and fulfilment of the people of Ballarat and visitors to Ballarat.
- R.6. Council is the registered proprietor of the Premises.
- R.7. In May 2009, the Board of Management recommended an arrangement to the Association and Council that would have the effect of varying the Deed of 1978 (as amended) by proposing that, provided that Council could agree to a number of conditions including the provision of services and the supply of operating funding at a level no less than [2009] plus CPI, a company limited by guarantee ought to be established. It was further proposed that pending establishment, the Board of Management be established as a special committee under section 86 of the Local Government Act 1989 (Victoria). The Association and Council separately voted to accept that proposal and the Board of Management agreed that it should be formed as a special committee under section 86 of the Local Government Act 1989 (Victoria) pending establishment of a company limited by guarantee in due course.

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- R.8. After consultation between the Board of Management, Council and the Association, to ensure that the Gallery continues to operate for the benefit of the people of, and visitors to, Ballarat, and to maximise the philanthropic funding available to the Gallery the Board of Management, Council and the Association resolved in 2010 to establish and transfer the operation of the Gallery to a new entity.
- R.9. As a consequence of the agreement reached between the Board of Management, Council and the Association, the Company was incorporated on 16 July 2010, as a company limited by guarantee, with Council as its sole member, and a board of directors (**Board**) was appointed in accordance with the Constitution.
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- R.10. Council itself has not provided funds for the acquisition of the Artworks, but rather, these works have largely been acquired through the Association as a result of the largess of the people of Ballarat and other benefactors.
- R.11. Council and the Company (to the extent that the Company owns any works acquired after its incorporation) has always intended that the Artworks be held for the benefit of the Ballarat community.
- R.12. The Company is endorsed by the Australian Taxation Office as a charitable institution and has deductible gift recipient status.
- R.13. On October 2012, the Company and Council entered a funding agreement, services agreement, licence agreement for the Artworks and a licence agreement for the Premises, whereby Council agreed to provide the Company with funding, services, the Artworks and the Premises for the operation of the Gallery (**2012 Agreements**).
- R.14. The 2012 Agreements were varied on or around January 2015 to including, without limitation, amendments increase the funding and inserting an end date for funding, being 30 June 2017.
- R.15. Council and the Company have agreed that Council will continue to provide services, funding, the Artworks and the Premises for the operation and funding of the Gallery and will renew and vary the 2012 Agreements on the terms of this Agreement.

Notwithstanding any other provision in this Agreement, the Council agrees and acknowledges that the Company shall have the right to sub-licence any part (but not the whole) of the Premises to a third party for the purpose of operating a café.

OPERATIVE PART:

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires:
- 1.1.1. **Annual Business Plan** means a business plan, prepared on an annual basis, in accordance with clause 4.6.2;
- 1.1.2. **Additional Artwork** means any artwork acquired by Council as an addition to the collection of the Gallery under clause 8.7;
- 1.1.3. **Artwork(s)** means:
- 1.1.3.1. the Artworks listed in the Register of Artworks referred to in clause 8.10; and
- 1.1.3.2. Additional Artwork,

but excludes any Resumed Artworks or Borrowed Artworks

- 1.1.4. **Borrowed Artworks** means any Artwork belonging to a third party which is borrowed, held or displayed by the Company pursuant to an agreement with a third party;
- 1.1.5. **Board** means the Company's board of directors as appointed from time to time in accordance with the Constitution of the Company and clause 7 of this Agreement;
- 1.1.6. **Business Day** means a day on which trading banks in Ballarat are open for business;
- 1.1.7. **Chief Executive Officer of Council** means the person holding that position at Council from time to time;
- 1.1.8. **Confidential Information** means:
 - 1.1.8.1. the terms of this Agreement; and
 - 1.1.8.2. all secrets, ideas, know how, concepts, information, copyright, computer programs, manuals, precedents whether in writing or in any other form and all other information relating to the discloser and its affairs or businesses, sales, marketing or promotional information and includes any such information in the discloser's power possession or control concerning or belonging to any other party.
- 1.1.9. **Constitution** means the constitution of the Company, as amended from time to time;
- 1.1.10. **Commencement Date** means 1 July 2017;
- 1.1.11. **Company** means the Company set out in the parties and its successors and assigns;
- 1.1.12. **Company's Agents** means employees, agents, contractors, customers and visitors to the Premises;
- 1.1.13. **Council** means Ballarat City Council as set out in the parties and includes anyone authorised under a written delegation executed by Ballarat City Council to undertake Ballarat City Council's responsibilities under this Agreement;
- 1.1.14. **CPI** means the index published by the Australian Government Statistician under the heading All Groups for Melbourne;
- 1.1.15. **CPI Adjustment Date** means each anniversary of the Commencement Date except on a Funds Review Date;
- 1.1.16. **DGR Status** means status as a deductible gift recipient as defined in section 30.227 of the Income Tax Assessment Act 1997 (Commonwealth);
- 1.1.17. **Director of the Gallery** means the person employed by Council as the director of the Gallery following the completion of Council's recruitment

process which includes consideration of the Company's recommended candidate for the position;

- 1.1.18. **Dispute** means a dispute between the Parties, or a claim by one Party against the other Party, in connection with this Agreement;
- 1.1.19. **Emergency Action & Incident Plan** means the plan developed and implemented by the Company in accordance with clause **Error! Reference source not found.**;
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- 1.1.20. **Expiry Date** means the date of termination determined in accordance with clause 13;
- 1.1.21. **Funding** means all dollar amounts are in Australian Dollars unless otherwise stated
- 1.1.22. **Funds** means \$1,673,616 (excl. GST) for each year of the GSA, subject to Section 3.
- 1.1.23. **Funds Review Date** means the end of each tax year, and the end of each three [3] year period
- 1.1.24. **Gallery** means the public fine art gallery known as the Art Gallery of Ballarat which operates at the Premises;
- 1.1.25. **Independent Third Party** means an independent third party appointed in accordance with clause 14.2 or 15.3 and subject to the conditions of appointment specified in clause 16;
- 1.1.26. **Initial Funding Period** means the period of [3] years from the Commencement Date;
- 1.1.27. **Land** means the Land in certificate of title volume 9598 folio 112 on which the Premises are situated;
- 1.1.28. **Licence Fee** means \$1.00, if demanded;
- 1.1.29. **Loaned Artworks** means Artworks which the Company has contracted or agreed to lend to a third party;
- 1.1.30. **Marketing and Communications Plan** means the plan prepared by the Company in accordance with clause 4.10.1;
- 1.1.31. **Mediator** means a mediator appointed by the Institute of Arbitrators and Mediators Australia;
- 1.1.32. **New Operator** means the operator of the Gallery determined in accordance with clause 14;
- 1.1.33. **Notice** means any notice, demand, consent, approval or other communication given or made under this Agreement;
- 1.1.34. **OH&S** means occupational health and safety;
- 1.1.35. **OH&S and Risk Management Plan** means the safety plan prepared by the Company in accordance with clause 4.7.2.2;
- 1.1.36. **OH&S Policy** means any occupational health and safety policy prepared by Council in accordance with clause 5.1, as amended from time to time;

- 1.1.37. **Outgoings** means (if applicable):
 - 1.1.37.1. rates, levies and assessments imposed by any relevant authorities; and
 - 1.1.37.2. taxes including land tax calculated on the basis that the land is the only land of Council liable to tax and is not subject to a trust but excluding income tax and capital gains tax;
 - 1.1.38. **Permitted Use** means to use the Premises for the purpose of operating the Gallery in accordance with this Agreement and in accordance with all laws and requirements;
 - 1.1.39. **Premises** means 40 Lydiard Street North, Ballarat, Victoria;
 - 1.1.40. **Resumed Artwork** means any Artwork which has been resumed by Council in accordance with clause 8.8;
 - 1.1.41. **Services** means the services to be provided by Council as specified in clause 6.2;
 - 1.1.42. **Staff** means persons employed by the Company to work at the Gallery and includes volunteers;
 - 1.1.43. **Strategic Plan** means the plan for the Gallery prepared by the Company in accordance with clause 4.6.1;
 - 1.1.44. **Term** means the term of this Agreement as determined in accordance with clause 2;
 - 1.1.45. **Vision Statement** means the statement in the Strategic Plan which sets out the vision for the Gallery;
 - 1.1.46. **Visitors to the Gallery** means all persons who attend the Gallery for any purpose whatsoever, but excludes Staff; and
 - 1.1.47. The terms defined in the Recitals have the meanings attributed to them in the Recitals.
- 1.2. In this Agreement, unless the context otherwise requires:
- 1.2.1. a reference to the singular includes the plural and vice versa;
 - 1.2.2. a reference to a gender includes any gender;
 - 1.2.3. a reference to individuals includes corporations and vice versa;
 - 1.2.4. a reference to a schedule is to a schedule of this Agreement;
 - 1.2.5. the words "includes" or "including" are not words of limitation;
 - 1.2.6. a reference to a statute, regulation or other law includes all regulations and instruments made under such law and all consolidations, amendments, re-enactments or replacements of it;
 - 1.2.7. where a word or phrase is defined in this Agreement other parts of speech or grammatical forms of that word or phrase have a corresponding meaning;

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- 1.2.8. headings are convenience only and do not form part of this Agreement;
- 1.2.9. the obligations and liabilities imposed and the rights and benefits conferred upon the parties to this Agreement are binding on them and continue in favour of each of the parties entitled successors, legal representatives and permitted assigns;
- 1.2.10. any obligation covenant or liability arising from this Agreement where a Party consists of more than one person binds each of those persons jointly and severally.

2. TERM

This Agreement commences on the Commencement Date of 1 July 2017 and ends on the Expiry Date of 30 June 2020.

3. FUNDING

3.1. Funding

- 3.1.1. Subject to the continued compliance by the Company of the provisions of this Agreement during the Term, Council agrees to provide the Company with the \$1,673,616 (excl. GST) in cash funding for each year if this Agreement Period.
- 3.1.2. The Funds will be paid by Council at the times and in the manner determined by Council, acting reasonably.
- 3.1.3. Council may, acting reasonably in all the circumstances and taking into account the need to provide ongoing funding for essential services, building maintenance and core staff, reduce the amount of the Funds, or refrain from giving any Funds, in any given year if:
 - 3.1.3.1. it has reasonable commercial or policy reasons to do so; or
 - 3.1.3.2. the Company fails to comply with any of the provisions of this Agreement.

3.2. CPI Adjustment

On a CPI Adjustment Date, the Funds will be adjusted as set out in the following formula:

- 3.2.1. The financial allocation for the current year will be calculated by multiplying the previous year's allocation, (excluding adjustments made under clause 3.4) by the CPI rate issued by the Victorian State Government at the time of issuing the budget paper applicable for the funding period or multiplying by the rate cap set by the Victoria State Government, which ever being the lessor.

3.3. Review of Funding

Prior to the commencement of each tax year, within the Agreement period, Council will review the amount of the Funds and determine if any adjustment is required, acting reasonably. Council will notify the Company in writing of any change to the Funds as soon as possible after a determination for an adjustment is made.

3.4. Adjustments based on previous year's financial result

- 3.4.1. Council may adjust the funds for the current year based on the financial performance of the previous year whereby:
 - 3.4.1.1. If surplus funds were achieved in the previous year those surplus funds will be carried forward to the current year; or
 - 3.4.1.2. If a deficit of funds were recorded in the previous year then the amount of the deficit will be deducted from the current year funding allocation.

3.5. Additional Funding & Budgeting

- 3.5.1. To assist Council in determining the level of Funds to be provided, the Company will prepare a draft budget and application for funding on an annual basis for each financial year and, in doing so, will take into consideration and document the following information in relation to the relevant financial year:
 - 3.5.1.1. the amount of philanthropic funding for the Gallery the Company reasonably expects to receive from potential donors;
 - 3.5.1.2. the number of Visitors to the Gallery that is expected by the Company; and
 - 3.5.1.3. the level of funding in the previous financial year.
- 3.5.2. The Company and Council will each use reasonable endeavours to obtain funding for the Gallery from sources additional to Council, including philanthropic and other potential donors.
- 3.5.3. Funds received by the Company from donors:
 - 3.5.3.1. will be paid into the gift fund established by the Company pursuant to the Constitution; and
 - 3.5.3.2. Can be accumulated by the Company and will only be expended by the Company for the purposes as agreed to by the donor and the Company, irrespective of the tax year cycles
 - 3.5.3.3. will not be used for the day to day operational costs of the Gallery or as a replacement for other forms of funding.

3.6. Use of Funds

The Company will be responsible for the artistic and strategic management and operation of the Gallery and will expend the Funds solely for such management and operation of the Gallery.

3.7. Mutual Obligations

- 3.7.1. Council and the Company will use all reasonable endeavours to:
 - 3.7.1.1. ensure that the full extent of the current and future Gallery collection continues to be available, in perpetuity, for the

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benefit, enjoyment, education and fulfilment of the people of Ballarat and visitors to Ballarat;

3.7.1.2. ensure that all the Artworks are kept safe and secure, are properly preserved, and continue to grow and improve for the benefit of future generations;

3.7.1.3. maximise the potential for the Gallery to attract and raise funding from philanthropic donors.

3.7.2. Annual meetings between Council and the Company will be held to discuss:

3.7.2.1. the operational performance of the Gallery;

3.7.2.2. the effectiveness of this Agreement;

3.7.2.3. the Annual Business Plan; and

3.7.2.4. any compliance audits.

4. OBLIGATIONS OF THE COMPANY

To comply with clause 3.6, the Company will fulfil the obligations set out in clause 4:

4.1. DGR Status

The Company will use reasonable endeavours to ensure that its charitable and DGR Status is retained.

4.2. Organisational Framework

The Company will use its best endeavours to work within Council's existing management and organisational framework.

4.3. Valuation of Artwork

4.3.1. Every five years, commencing in 2021, Council will engage, at its expense, an independent third party to conduct an external audit of the Artworks;

4.3.2. The Company will, on an annual basis, conduct a valuation of the Artworks and prepare a valuation report for provision to Council.

4.4. Provision of Programs and Services

The Company will provide a diverse range of visual art programs and services in an entertaining and learning environment in accordance with its business plan and budget, and, in doing so will:

4.4.1. plan and deliver art exhibitions and at least one major pay exhibition per year)

4.4.2. Ensure the Gallery is open from 10am – 5pm every day, with the exception of Christmas Day and Boxing Day;

4.4.3. source and pay for exhibitions;

- 4.4.4. prepare an annual exhibition schedule
- 4.4.5. manage the Gallery's shop, including stock control, buying, selling and reporting;
- 4.4.6. operate the Gallery's reception area;
- 4.4.7. provide curatorial services for the Artworks;
- 4.4.8. manage the administration of the Gallery; and
- 4.4.9. develop and manage an education program for the Gallery;
- 4.4.10. Manage the Cafe sublet agreement with the successful applicant

4.5. Compliance with Laws & Policies

The Company will comply with all applicable laws and Council policies, including, but not limited to, those relating to:

- 4.5.1. anti-discrimination;
- 4.5.2. equal opportunity;
- 4.5.3. disability;
- 4.5.4. employment;
- 4.5.5. superannuation; and
- 4.5.6. work cover legislation,

and the Company will not engage in any act or omission that causes or could cause Council to breach any laws or Council policies.

4.6. Planning

The Company will:

- 4.6.1. in conjunction with the Director of the Gallery and Council, prepare a 3 - 5 year Strategic Plan for the Gallery, which recognises the City of Ballarat Arts & Culture Plans, and Council Plan, that includes a Vision Statement;
- 4.6.2. in conjunction with the Director of the Gallery, develop and submit for Council's approval an Annual Business Plan to support the Strategic Plan, such Annual Business Plan to include the following:
 - 4.6.2.1. the Marketing and Communications Plan;
 - 4.6.2.2. measurable KPI's for all aspects of the Gallery operations
 - 4.6.2.3. results of any audits and reviews conducted throughout the year in relation to quality management and operational systems;
 - 4.6.2.4. the audit and monitoring cycle for the coming year on quality procedures and systems;
 - 4.6.2.5. major changes to operational procedures;

- 4.6.2.6. a maintenance schedule review for the past 12 months;
- 4.6.2.7. a maintenance schedule proposal for the next 12 months;
- 4.6.2.8. recommendations for the Gallery for submission into Council's capital works program;
- 4.6.2.9. an asset management plan; and
- 4.6.2.10. an asset register review and update.

- 4.6.3. prepare and submit to Council a quarterly report on major variances to the current Annual Business Plan; and
- 4.6.4. prepare and submit to Council an annual report on all significant activities of the gallery over the previous 12 months, attendance to exhibitions, general attendance, and outcomes benchmarked to the current Annual Business Plan and 3 - 5 year Strategic Plan.
- 4.6.5. prepare a positional strategy for the Gallery which will support the Company's business planning process.

4.7. Risk and Safety Management

- 4.7.1. The Company will manage the Gallery in such a manner:
 - 4.7.1.1. as to provide, as far as practicable, an environment for the Staff and Visitors to the Gallery that is safe and without risk; and
 - 4.7.1.2. that is consistent with, and promotes the aims of Council's OH&S, and MySafety and other relevant Policies and procedures.
- 4.7.2. So as to meet the objectives of clause 4.7.1, the Company will:
 - 4.7.2.1. Ensure any and all possible risks are assessed and managed on a continuous basis to minimise risk to Staff and Visitors to the Gallery;
 - 4.7.2.2. Ensure ongoing compliance with Council's OH&S and MySafety policies, procedures and practices, which includes, as a minimum:
 - 4.7.2.2.1. details of any outstanding issues from external (e.g. Work Cover) and internal sources (e.g. audits and self-assessments) for the Gallery;
 - 4.7.2.2.2. OH&S training and induction records;
 - 4.7.2.2.3. maintaining auditing & inspection procedures;
 - 4.7.2.2.4. performance monitoring; and
 - 4.7.2.2.5. a comprehensive risk assessment for the facility;

- 4.7.3. prepare accident reports, records and investigations in the event of an accident at the Gallery;
- 4.7.4. implement and maintain a no smoking, no drugs policy;
- 4.7.5. comply with applicable laws relating to the serving and consuming of alcohol at the Gallery;
- 4.7.6. Conduct regular reviews of emergency evacuation procedures for the Gallery implement and maintain a communication process of the emergency evacuation procedure for Staff and Visitors to the Gallery;
- 4.7.7. report to Council on:
 - 4.7.7.1. injury, and any follow up requirements, as soon as they occur;
 - 4.7.7.2. changes in operating practices that may impact on OH&S, prior to the change(s) being implemented

4.8. Quality Systems

The Company will:

- 4.8.1. develop and apply a quality management and operational system which will:
 - 4.8.1.1. cover all material aspects of the Gallery's operations;
 - 4.8.1.2. is communicated to all levels of Staff, as appropriate; and
 - 4.8.1.3. facilitates auditing by Council in accordance with good management practice;
- 4.8.2. manage any sub-contractors in accordance with applicable laws and industry standards;
- 4.8.3. keep a register of all sub-contractors and third parties that enter the Gallery; and
- 4.8.4. conduct annual compliance audits and report the results of such audits to Council.

4.9. Financial Management

The Company will:

- 4.9.1. implement and maintain financial policies and procedures which are consistent with Council policies;
- 4.9.2. utilise Council's financial management systems;
- 4.9.3. develop, for Council's approval, a structure for determining when fees and charges should be imposed on visitors and, if so, the level of those fees and charges;
- 4.9.4. review fees and charges of the Gallery on an annual basis and make recommendations to Council on the level of such fees and charges;

- 4.9.5. prepare, for Council's consideration, income and expenditure proposals for the following year's budget;
- 4.9.6. conduct income and expenditure analysis by program areas;
- 4.9.7. prepare month to date and year to date revenue and expenditure statements;
- 4.9.8. prepare gallery revenue and expenditure statements against budget;
- 4.9.9. attend to reconciliation of the bank account held in the name of the Company at the National Australia Bank, BSB 083 526, Account Number 869 158 349, and any other bank account held by the Company from time to time relating to the operation of the Gallery;
- 4.9.10. document forecasted end of year operating results;
- 4.9.11. prepare quarterly financial reports for consideration by Council;
- 4.9.12. not impose or vary fees or charges of the Gallery without Council's written approval.

4.10. Sponsorship and Marketing

- 4.10.1. The Company will prepare an annual Marketing and Communications Plan, based on the Strategic Plan, that shall include the following:
 - 4.10.1.1. a review of the effectiveness of the previous and present year's plan;
 - 4.10.1.2. identification of communication objectives;
 - 4.10.1.3. an activity calendar together with tools to be used and resources required;
 - 4.10.1.4. a communication calendar for the following year.
- 4.10.2. The Company will actively seek out sponsorship to assist in the promotion of activities, programs and events held at the Gallery.
- 4.10.3. The Company will not accept sponsorship from companies who have or promote socially undesirable products or values.

4.11. Other Reporting Obligations

The Company will give Council notice of:

- 4.11.1. any downtime as a result of equipment failure, on a monthly basis;
- 4.11.2. major maintenance items, on a monthly basis; and
- 4.11.3. all acquisitions and disposals of Artworks during the financial year that should be recorded in the asset register, on an annual basis.

4.12. Vision Statement

- 4.12.1. In meeting its obligations under this Agreement, the Company will use its best endeavours to comply with the Vision Statement.

- 4.12.2. In the event of inconsistency between this Agreement and the Vision Statement, to the extent of the inconsistency, this Agreement will prevail.

4.13. Standards required

- 4.13.1. The Company will set policies for the management and operation of the Gallery which are consistent with current Council policies.
- 4.13.2. Subject to clause 4.13.3, the Company will manage and operate the Gallery and set policies for the Gallery in accordance with best practice for public art galleries in Australia.
- 4.13.3. In the event of inconsistency between Council's policies and best practice for public art galleries in Australia, to the extent of the inconsistency, Council's policies will prevail.

5. OBLIGATIONS OF COUNCIL

To assist the Company in performing its obligations under this Agreement, Council will provide the resources specified in this clause 5.

- 5.1. Risk and Safety Management**
Council will prepare and provide the Company with an OH&S Policy.
- 5.2. Marketing**
Council will provide limited marketing and public relations services to the Company, through Council's Media and Communications business unit.
- 5.3. Secretariat Support**
Council will provide secretariat support to the Company.
- 5.4. Access to Intranet Services**
Council will provide the Board with access to various services on Council's intranet, as determined by Council.

6. SERVICES PROVIDED BY COUNCIL

- 6.1. Engagement of Council**
The parties agree that in addition to Council's other obligations under this Agreement, from the Commencement Date and for the Term, the Company engages Council, and Council agrees to be engaged, to provide to the Company the Services on the terms and conditions set out in this clause 6 and Council agrees and acknowledges to be so engaged.
- 6.2. Services to be Provided**
Council will provide the following services for the Gallery:
- 6.2.1. Human Resources**
- 6.2.1.1. Council will employ and manage all Staff and take responsibility for all staffing related matters such as remuneration, performance appraisals, hiring, setting of key performance indicators, Staff training and development through the Director of the Gallery;

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6.2.1.2 Council will manage the recruitment of and appointment of the Director. The AGB Board Chair will be a member of the Interview Panel, with consultation by external parties as considered appropriate by Council

6.2.1.3 Council will:

6.2.1.1.1. in conjunction with the Director of the Gallery, manage the human resources of the Gallery;

6.2.1.1.2. determine the remuneration for the Director of the Gallery;

6.2.1.1.3. implement and keep up to date a set of key performance indicators for, and conduct performance reviews of, the Director of the Gallery;

6.2.1.1.4. in conjunction with the Director of the Gallery, manage staff and volunteer training;

6.2.1.1.5. provide emergency call out details.

6.2.1.4. In performing its obligations under clauses 6.2.1.1.2 and 6.2.1.1.3, Council will give consideration to, but not be bound by, the recommendations and views expressed by the Company.

6.2.1.5. Notwithstanding that the Director of the Gallery and other Staff providing services exclusively for the Gallery are employees of Council, they will report to and be under the general direction of the Company.

6.2.2. Customer Service

Council will, through the Director of the Gallery:

6.2.2.1. manage customer service;

6.2.2.2. measure customer satisfaction;

6.2.2.3. conduct an annual analysis of:

6.2.2.3.1. community and stakeholder engagement program;

6.2.2.3.2. the customer satisfaction program;

6.2.2.3.3. the Gallery's customer base which includes repeat visitation and new visitors;

6.2.2.3.4. customer retention and visitation trends and any proposed improvement strategy;

6.2.2.3.5. emerging trends and competitive environments affecting visitation together with an action plan addressing issues;

6.2.2.4. prepare a report which documents the results of the analyses conducted in accordance with clause 6.2.2.3;

6.2.2.5. develop a customer service charter; and

6.2.2.6. prepare and provide to the Company a monthly report on the number of Visitors to the Gallery and feedback received from Visitors to the Gallery.

6.2.3. Financial Management

Council will:

6.2.3.1. provide financial management, administration and assistance;

6.2.3.2. accurately and transparently record in a timely manner all income and expenditure associated with the operation of the Gallery; and

6.2.3.3. conduct all retail stock takes related to the operation of the Gallery.

6.2.4. Security

Council will maintain appropriate levels of security at the Premises at all time, which level of security will vary depending on the value of the Artworks located at the Premises at any given time.

6.2.5. Gallery KPIs

Jointly with the Company, Council will develop key performance indicators for the Gallery, monitor those key performance indicators and provide monthly progress reports to the Board.

7. BOARD

7.1. The Company's responsibility for the management of the Gallery pursuant to the terms of this Agreement are vested in the Board in accordance with the terms of the Constitution

7.2. To the extent permitted by the constitution of the Company, the composition of the Board will be in accordance with the Board Recruitment & Appointment Policy and Procedure – AGBB-GOV-05.

7.3. The 10 skills based members of the Board will be chosen so as to maximise the following skill sets on the Board:

7.3.1. Financial — senior experience in the financial management field preferably at a Board level.

7.3.2. Legal — senior experience in the legal profession, preferably with exposure in the 'not for profit' and the philanthropy sector.

7.3.3. Strategic Marketing — experience in strategic marketing, preferably in the arts and culture sector.

7.3.4. Event/Exhibition — experience in event and exhibition management, preferably in the cultural sector.

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- 7.3.5. Education — senior experience in the field of arts education, history or education management.
- 7.3.6. Public Administration — experience in public administration at a senior level.
- 7.3.7. Business administration — distinguished in the field of business administration.
- 7.3.8. Fundraising — experience in fundraising in the cultural sector and or well networked with the potential to bring networks from within the philanthropic or private sector.
- 7.3.9. Human resource/leadership capability — distinguished in the field of human resource management at a senior level.
- 7.3.10. Community — member from the community with a track record of involvement in the visual arts.
- 7.3.11. Arts & culture — experience as a practising artist or in senior arts administration.

8. ARTWORKS

8.1. Licence for Artworks

Council grants an exclusive licence from the Commencement Date and for the Term, to the Company to hold and display in the Gallery the Artworks for the Licence Fee and otherwise on the terms and conditions of this clause 8.

8.2. Ownership of Artworks

The Company acknowledges that the Artworks are and will remain the property of Council.

8.3. Intellectual Property in Artworks

- 8.3.1. If required by the Company or Council, the Company must arrange for the consent or notification of any owner of copyright or moral rights over any of the Artworks, to the licence to the Company, or Council of any rights in relation to the use or reproduction of the Artworks.
- 8.3.2. The Company must comply with all reasonable directions by Council in relation to obtaining the consent or notification of the owner of copyright or moral rights in the Artworks for the licence, use and any reproduction of the Artworks.
- 8.3.3. Council will remain responsible for payment of any royalties or licence fees (if applicable) associated with any copyright or moral rights owner of any of the Artworks.
- 8.3.4. If the Company becomes aware of any infringement of any copyright or moral right in relation to the Artworks then it will promptly notify Council in writing, and comply with any reasonable directions of Council to prevent further infringement.
- 8.3.5. The Company must not do anything to infringe, or cause Council to infringe, any third-party copyright or moral rights in any Artworks.

- 8.3.6. Council consents to the Company's reproduction of any Artwork (including without limitation by authorising the publication of photographs of Artworks) in respect of which Council holds intellectual property rights for the purposes of the Company provided the Company complies with clause 8.5.1 and this clause 8.3.

8.4. Location of Artworks

- 8.4.1. The Company must not remove the Artworks from the Premises without the prior written consent of the Chief Executive Officer of Council acting in accordance with Clause 8.8, except where the temporary removal of the Artworks is necessary for storage, the restoration or conservation of the Artworks or related purposes, or where the Company lends the Artworks on a temporary basis to another institution in accordance with established practices for the lending of artworks by art galleries.
- 8.4.2. The Company will arrange to display the Artworks making the best use of available space and otherwise in accordance with the Funding Agreement.
- 8.4.3. The Company must store any Artworks not on display safely and securely at an appropriate location approved by Council.

8.5. Maintenance and Repair of Artworks

- 8.5.1. The Company must keep the Artworks in good repair and condition to the extent reasonable having regard to the condition the Artworks were in at the commencement of this Agreement.
- 8.5.2. The Company must display, maintain, protect, conserve and store the Artworks with due care and diligence in accordance with industry best practice for public art galleries in Australia and in compliance with reasonable instructions and recommendations of Council as to maintenance and storage.
- 8.5.3. The Company will respect the fact that the Collection is comprehensive in terms of the history of Australian Art and will make use of all parts of the collection without favouring one specific period over another.
- 8.5.4. The Company must arrange any conservation, restoration or repair work required for the Artworks, using only qualified conservators or restorers or repair professionals approved by the Director of the Gallery, to ensure longevity of the Artworks.
- 8.5.5. The Company must use funding obtained under the Funding Agreement or through philanthropic donations to pay any maintenance, repair or restoration costs for the Artworks.

8.6. Inspection of Artworks

Council may inspect the Artworks after giving reasonable notice to the Director of the Gallery of the inspection and its purpose. For security reasons a member of staff of the Company must be present during the inspection.

8.7. Licence for Additional Artworks

For the avoidance of doubt the parties agree that Additional Artwork acquired by Council for display at the Gallery or for addition to the collection of the Gallery in accordance with the accession policy of the Company is licenced to the Company under the terms of this agreement from the date of accession under the Company's accession policy.

8.8. Resumption or Loaning of Artworks

- 8.8.1. Council may resume possession of any of the Artworks if the Chief Executive Officer of Council determines on reasonable grounds that:
- 8.8.1.1. the Artworks are at substantial risk of being lost, destroyed, inappropriately deployed or disposed of inappropriately, and the Company is incapable of dealing with this risk in a timely or appropriate manner; or
 - 8.8.1.2. ~~The board of the Company is incapable of properly performing its duties in relation to the management of the Artworks in the Gallery, thereby placing the Artworks at substantial risk of being lost, destroyed, inappropriately deployed or disposed of inappropriately.~~
- 8.8.2. Council may only resume possession of after giving the Company 30 days prior written notice with details of the Artwork to be resumed and the reason why the Artwork is to be resumed.
- 8.8.3. If Council exercises its rights under clause 8.8.1, the licence to the Company for the Resumed Artworks will be surrendered on and from the date 30 days after Council has provided the written notice to Council under clause 8.8.1, and Council may deal with such Resumed Artwork in any way, including granting a licence or loan of the Resumed Artwork to a third party, or confirming the terms of a licence or loan to a third party granted in accordance with this agreement by the Company.
- 8.8.4. In exercising its rights under clause 8.8, Council must comply with its obligations under the Funding Agreement and otherwise minimise disruption to the Gallery.
- 8.8.5. Any Resumed Artwork resumed by Council in accordance with this clause must be retained by Council for the benefit of the Ballarat community and visitors to that community.

8.9. Acquisition and De-Acquisition of Artworks

- 8.9.1. The Company has in place policies for the acquisition and de-acquisition of Artworks, which are attached to this agreement. These policies are in accordance with the best practices of Australian public art galleries. Council agrees that the Company may acquire or dispose of Artworks in accordance with these policies, as amended from time to time.
- 8.9.2. The Company must provide copies of any amendments to these policies to Council within 14 days of the amendment.

8.10. Register of Works

The Company must record and retain a register of Artworks (including any Resumed Artworks or Borrowed Artworks), which will include sufficient detail to identify each Artwork, Borrowed Artwork, or Resumed Artwork and where possible include:

- 8.10.1. A photograph of each Artwork, Borrowed Artwork, or Resumed Artwork;
- 8.10.2. Where the Artwork, Borrowed Artwork or Resumed Artwork is currently on display (whether in the Gallery, on loan to another location, or in storage);

8.10.3. The owners of any current third party intellectual property rights over any of the Artworks, Borrowed Artworks, or Resumed Artwork (if applicable) and

8.10.4. Any other information Council may reasonably require to be included,

and provide a copy of such register to Council at any time on written request by Council.

8.11. Reports and Advice on Artworks

The Company will provide an annual report to Council in relation to the Artworks, including without limitation, reporting on acquisition, sale, conservation, maintenance and conservation, lending and borrowing of the Artworks. If requested by Council in writing it must provide interim updates in relation to such annual reports or any information contained in them.

8.12. Insurance and Risk

8.12.1. Provided the Company complies with its obligations under this Agreement, Council will retain all risk and liability for and in respect of the Artworks.

8.12.2. Council will take out and keep current insurance for the Artworks for their full insurable value, in the name of Council, with a reputable insurer who specialises in providing insurance for works of art.

8.12.3. The Company will comply with the reasonable directions of Council to provide information to determine the insurable value of the Artworks and a valuation report required under this Agreement, for the insurance required under clause 8.12.2.

8.12.4. Council may direct the Company to pay the costs of the insurance under this clause 8.12 from funds provided to the Company under this Agreement.

8.13. Borrowing Artworks

8.13.1. The Company may enter agreements with third parties for Borrowed Artworks to hold at the Premises and display in the Gallery and the Company acknowledges and agrees that it will bear all liability and risk in relation to such loan agreements.

8.13.2. The Company must ensure it takes out and keeps current insurance to cover any liability and risk associated with any contracts it enters into under clause 8.13.1.

9. PREMISES LICENCE

9.1. Grant of Licence

Council hereby grants to the Company, from the Commencement Date and for the Term, a non-exclusive licence for the Premises on the terms of this clause 9.

9.2. Permitted Use

The Company may only use the Premises for the Permitted Use.

9.3. Licence Fees

In consideration of the rights hereby granted the Company must pay the Licence Fee to Council (if demanded).

9.4. Outgoings

- 9.4.1. The Company must pay any Outgoings applicable to the Premises for which the Company receives notice directly.
 - 9.4.2. The Company must pay direct to the supplier for any electricity, gas, water or other services supplied to the Premises.
 - 9.4.3. The Company must pay reimburse the costs of any Outgoings or services incurred by Council applicable to the Premises within 28 days of request by Council.
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9.5. Insurance

- 9.5.1. Provided the Company complies with its obligations under this Agreement, Council will retain all risk and liability for and in respect of the Premises and its use as the Gallery.
- 9.5.2. Council will take out and keep current insurance for:
 - 9.5.2.1. the Premises for its full replacement value against all loss and damage by fire, explosion and all other usual and necessary risks to its full insurable value including costs of demolition and removal;
 - 9.5.2.2. public liability insurance in respect of the Premises and the Permitted Use to a sum not less than \$20,000,000,in the name of Council, and with a reputable insurer determined by Council.
- 9.5.3. Council may direct the Company to pay the costs of the insurance under this clause 9.5 from funds provided to the Company under the Funding Agreement.

9.6. Maintenance and Repair

- 9.6.1. The Company must not undertake maintenance or repair work to the premises without the prior approval of Council. Where Council does not approve of the works or the contract staff, it will at its discretion manage the required works.
 - 9.6.1.1. The Company must advise Council and receive its approval of any and all alterations include wall painting and other preparations that may be required for exhibitions or display of the collection.
- 9.6.2. The Company must, at its cost, keep the Premises in good and clean condition at all times during the Term having regard to the condition of the Premises at the start of this Agreement.
- 9.6.3. Without limiting clause 9.6.2, the Company must:
 - 9.6.3.1. keep the Premises properly cleaned and free from rubbish;
 - 9.6.3.2. keep waste in proper containers and have it removed regularly;
 - 9.6.3.3. promptly give written notice to Council of:

- 9.6.3.3.1. damage to the Premises or of any defect in the structure of, or any of the services to, the Premises;
- 9.6.3.3.2. receipt of a notice or order affecting the Premises;
- 9.6.3.3.3. any hazards threatening or affecting the Premises; and
- 9.6.3.3.4. any hazards arising from the Premises for which Council might be liable;
- 9.6.3.4. immediately make good damage caused to adjacent property by the Company or the Company's Agents;
- 9.6.3.5. carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the Company is obliged to make good under this lease. If the Company does not comply with the notice, Council may carry out the repairs and the Company must repay the cost to Council within 7 days of a request;
- 9.6.3.6. only use suitably qualified persons approved by Council (acting reasonably) to repair and maintain the Premises;
- 9.6.3.7. comply with all reasonable directions of Council or the insurer of the Premises as to the prevention, detection and control of fire;
- 9.6.3.8. take reasonable precautions to secure the Premises and their contents from theft, keep all doors and windows locked when the Premises are not in use and comply with Council's directions for the use and return of keys or keycards.
- 9.6.3.9. maintain any grounds and gardens of the Premises in good condition, tidy, free from weeds and well-watered.
- 9.6.3.10. maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the Premises.
- 9.6.3.11. comply all reasonable directions of Council in relation to essential safety measures, occupational health and safety and disability discrimination laws relevant to the Premises.
- 9.6.3.12. maintain appropriate levels of security at the Premises at all times, with regard to the value of the Artworks located at the Premises from time to time;
- 9.6.4. The Company is not obliged to:
 - 9.6.4.1. carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from negligence by the Company or the Company's Agents or the failure by the Company to perform its obligations under this lease;
 - 9.6.4.2. repair damage against which Council must insure under this Agreement unless Council loses the benefit of the insurance

because of acts or omissions by the Company or the Company's Agents;

in which case the repairs, alterations or payments are the responsibility of Council.

9.6.5. Council will be liable for all structural and general maintenance and repair costs and must:

9.6.5.1. keep the structure (including the external faces and roof) of the building watertight and in good repair;

9.6.5.2. maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations;

9.6.5.3. ensure compliance, at its cost, with all laws and the requirements of authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the Premises.

9.6.6. If the Premises or the building are damaged so that the Premises cannot be used or accessed for the permitted use, Council must give notice to the Company within 30 days of such damage or destruction whether Council will, in its absolute discretion:

9.6.6.1. reinstate the Premises; or

9.6.6.2. terminate this Agreement by giving the Company 30 days written notice.

9.7. Works

9.7.1. The Company must obtain the consent of Council before (which may be withheld at Council's absolute discretion):

9.7.1.1. making any alteration or addition to the Premises.

9.7.1.2. placing any sign on the exterior of the Premises; and

9.7.1.3. installing any fixtures or fittings, except those necessary for the Permitted Use,

9.7.2. Prior to commencing any Works to or in the Premises, the Company must:

9.7.2.1. obtain all necessary statutory approvals; and

9.7.2.2. submit to Council plans and drawings for the Works for Council's approval;

9.7.3. The Company must ensure that all Works carried out on its behalf are carried out in a proper and workmanlike manner by qualified personnel to the reasonable satisfaction of Council.

9.8. Use of Premises

While in occupation of the Premises, the Company must not, and must not let anyone else:

9.8.1. use the Premises other than in accordance with the Permitted Use;

- 9.8.2. unreasonably do anything that may interrupt, interfere with or otherwise affect Council's operations on or from the Land;
- 9.8.3. use the Premises for any illegal purpose;
- 9.8.4. carry on any noxious or offensive activity on the Premises;
- 9.8.5. do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property;
- 9.8.6. use radio, television or other sound-producing equipment at a volume that can be heard outside the Premises and cause a nuisance to surrounding tenants, owners or members of the public and do not comply with the requirements of any authority other than occasions intended to be viewed or heard outside the Gallery in accordance with the Permitted Use and the requirements of authorities;
- 9.8.7. do anything which might affect any insurance policy relating to the Premises by causing:
 - 9.8.7.1. it to become void or voidable,
 - 9.8.7.2. any claim on it being rejected, or
 - 9.8.7.3. a premium to be increased;
- 9.8.8. keep or use chemicals, inflammable fluids, acids, or other hazardous things on the Premises except to the extent necessary for the Permitted Use, or create fire hazards;
- 9.8.9. do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the Premises or the building;
- 9.8.10. bring onto the Premises any object which by its nature or weight might cause damage to the Premises, without Council's written consent; and
- 9.8.11. except in an emergency, interfere with any of the services or equipment in the Premises.

9.9. Dealings with Land

- 9.9.1. If Council deals with its interest in the Land (including by transfer or the grant of a head or concurrent lease) so that another person becomes (or is entitled to become) the Licensor, Council must procure that the new licensor enters into a lease (or sublease) for the Premises with the Company:
 - 9.9.1.1. for a term, acceptable to the Company; and
 - 9.9.1.2. otherwise on the terms of the then current Law Institute of Victoria copyright lease,as a condition of the dealing with its interest in the Land.
- 9.9.2. The Company must prepare and sign the new lease in accordance with clause 9.9.1 and deliver it to Council.

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9.9.3. Council must procure the execution of the new lease in accordance with clause 9.9.1 by the incoming licensor at or before completion of its dealing with the incoming licensor.

9.10. No Lease

This Agreement will not confer any right to exclusive possession upon the Company, give rise to any tenancy or create any estate or interest whatsoever in or over any of the Land or Premises in favour of the Company. Council reserves to itself all rights in respect of the Land except that Council will not interfere with the quiet enjoyment by the Company of its rights under this Agreement.

9.11 Sub-Licensing

9.11.1 Notwithstanding any other provision in this Agreement, the Council agrees and acknowledges that the Company shall have the right to sub-licence any part (but not the whole) of the Premises to a third party, for the purpose of operating a cafe or providing catering services provided that the sub- licensee:

9.11.1.2 complies with the terms of this Agreement (to the extent that they would apply to a sub- licensee);

9.11.1.3 takes out and maintains all relevant and necessary insurances required to operate a cafe or catering kitchen (including without limitation, public liability insurance for \$20,000,000.00 per single event, professional indemnity insurance, contents cover and any other insurance that would be prudent in a hospitality business) and provides evidence of those insurance policies upon request;

9.11.1.4 has the necessary competence and skill required to operate a respectable cafe or catering business; and

9.11.1.5 enters into a sub licence agreement with the Company in the form annexed hereto.

9.11.2 Notwithstanding the freedom of the Company under clause 9.11 the Company must provide a copy of any signed sub- licence agreement and evidence of insurance cover taken out by the sub- licensee to the Council upon a written request.

9.11.3 Notwithstanding the freedom of the Company under clause 9.11 the Company must receive from Council written approval of the sub- licensee prior to the Company entering a sub- licence agreement, which Council will not unreasonably withhold.

10. CONFIDENTIALITY

Each Party must keep the Confidential Information confidential and must not disclose it to any third party or use it otherwise than:

10.1. for the purposes of this Agreement;

10.2. as authorised in writing by the other Party;

10.3. as required by law; or

- 10.4. to that Party's professional advisers who have also agreed to keep the Confidential Information confidential.

11. PUBLICITY

The Company and Council will prepare a joint public announcement or press release relating to this Agreement. Neither the Company nor Council will issue its own announcement.

12. RELATIONSHIP WITH PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements in respect of their subject matter, namely the management and operation of the Gallery and the Premises and embody the entire agreement between the parties.

13. TERMINATION

- 13.1. This Agreement may be terminated by either Party for any reason by giving 12 months' written Notice to the other Party.
- 13.2. This Agreement may be terminated at any time by mutual agreement of the parties.
- 13.3. Either Party may terminate this Agreement immediately by Notice to the other Party (**Defaulting Party**) if:
- 13.3.1. the Defaulting Party commits a material, serious or substantial breach which is not capable of remedy;
 - 13.3.2. the Defaulting Party commits a breach of this Agreement which is capable of remedy but:
 - 13.3.2.1. the Defaulting Party receives notice of the breach;
 - 13.3.2.2. the notice requires the Defaulting Party to remedy the breach within 40 Business Days; and
 - 13.3.2.3. the Defaulting Party fails to remedy the breach within that period or to invoke the dispute resolution procedure set out in clause 15;
 - 13.3.3. the Defaulting Party becomes insolvent or enters an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them or has an application filed or order made, a proceeding commenced, a resolution passed or proposed in a notice of meeting, an application made to a court, or any other step taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution.
- 13.4. Council may terminate this Agreement immediately by Notice to the Company if:
- 13.4.1. the Company ceases to be a charity;
 - 13.4.2. the Company loses DGR Status; or
 - 13.4.3. the Constitution ceases to prohibit it from distributing income or property to any director of the Company, except as a bona fide payment for a

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service rendered to the Company or as reimbursement for an out-of-pocket expense.

14. CONSEQUENCES OF TERMINATION

- 14.1. If this Agreement is terminated, then the Company will continue to properly operate the Gallery up until the date on which the termination takes effect, and then on that date must:
- 14.1.1. cease operating the Gallery;
 - 14.1.2. pass control of the Premises and Artworks to the New Operator;
 - 14.1.3. pass all documents and records relating to the Gallery, whether in physical or electronic form, to the New Operator;
 - 14.1.4. transfer all funds relating to the Gallery to the New Operator; and
 - 14.1.5. do all other acts and sign all documents necessary to enable the New Operator to effectively assume the operation of the Gallery from that date.
- 14.2. Subject to clause 14.3, if this Agreement is terminated:
- 14.2.1. Council will immediately upon termination, or upon a Notice of the intention to terminate being given, whichever occurs first, refer the matter to expert determination before one (1) Independent Third Party appointed by the Institute of Arbitrators & Mediations Australia to make a determination as to the identity of the New Operator.
 - 14.2.2. The expert determination will be conducted in accordance with the Institute of Arbitrators & Mediations Australia's Expert Determination Rules (as amended from time to time).
 - 14.2.3. All Parties must maintain confidentiality about all matters arising in the expert determination, except to the extent that the matters are already in the public domain or as required by law.
 - 14.2.4. The decision of the Independent Third Party will be final and binding on the Parties
- 14.3. Upon termination, or upon a Notice of the intention to terminate being given, Council may determine to act as the New Operator, with the assistances of a skill based committee pending the decision of the Independent Third Party.
- 14.4. In the event of termination of this Agreement, Council undertakes that:
- 14.4.1. unless otherwise prohibited by law it will maintain the Artworks in Ballarat for the benefit and enjoyment of the Ballarat community
 - 14.4.2. it will use all reasonable to ensure the New Operator has, or is able to obtain DGR Status or similar favourable tax status.

15. DISPUTE RESOLUTION

- 15.1. If a Dispute arises, the parties shall seek, in good faith, to resolve the Dispute in accordance with this clause 15.
- 15.2. If a Dispute arises a Party may serve upon the other Party a notice of dispute setting out the nature of the Dispute and requiring the parties to each appoint a suitably authorised representative to attempt to resolve the Dispute by negotiation.
- 15.3. If a Dispute is unable to be resolved by the representatives of each Party appointed in accordance with clause 15.2, either Party may refer the Dispute to mediation before one (1) Independent Third Party appointed by the Institute of Arbitrators & Mediations Australia.
- 15.4. The Party that refers a Dispute to mediation must give Notice to the other Party of the referral. The notice must contain full particulars of the Dispute and the details of the Independent Third Party.
- 15.5. The mediation will be conducted in accordance with the Institute of Arbitrators & Mediations Australia's Mediation Rules (as amended from time to time).
- 15.6. All Parties must maintain confidentiality about all matters arising in the mediation, except to the extent that the matters are already in the public domain or as required by law.
- 15.7. A Party may only bring court proceedings regarding a Dispute if the Parties have attempted but have been unable to resolve the Dispute in accordance with clauses 15.2 and 15.3.
- 15.8. Notwithstanding anything contained in this clause 15, a Party may at any time commence proceedings in relation to any Dispute where that Party seeks urgent interlocutory relief.

16. CONDITIONS OF APPOINTMENT OF AN INDEPENDENT THIRD PARTY

Where an Independent Third Party is appointed in accordance with clause 14.2 or 15.3, the following provisions will apply:

- 16.1. the Independent Third Party must not be a present or former officer, employee or agent of a Party;
- 16.2. the Parties will share equally the Independent Third Party's costs and expenses;

17. NOTICES

Any Notice:

- 17.1. must be in writing and signed by a person authorised by the sender;
- 17.2. must be delivered to the intended recipient by prepaid post, by hand delivery, email or fax to the address or fax number specified for that recipient in this Agreement or the address or fax number last notified by the intended recipient to the sender;
- 17.3. will be taken to be given or made:
 - 17.3.1. in the case of delivery in person, when delivered;

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- 17.3.2. in the case of delivery by post, one Business Day after the date of posting; and
- 17.3.3. if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification; or
- 17.3.4. in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of the recipient and indicating that the transmission has been made without error,

but, if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or is later than 4:30pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

18. ASSIGNMENT

- 18.1. The Company will not assign its rights or obligations under this Agreement without the prior written consent of Council, which may be withheld for any reason in Council's absolute discretion.
- 18.2. A purported assignment without written consent will be deemed to be void and convey no rights.
- 18.3. Council must arrange the consent or notification of any third-party owner of copyright or moral rights in the Artwork in relation to an assignment under this clause 18.
- 18.4. The Company must not sub-licence or encumber its rights and interests in this agreement.

19. RELATIONSHIP OF THE PARTIES

Unless specifically stated otherwise, this Agreement is not intended to create a relationship of partnership, joint venture or agency between the parties.

20. INTERPRETATIVE PROVISIONS

- 20.1. Variation
A variation of this Agreement is only valid if in writing and executed by the parties in the same manner as they executed this Agreement.
- 20.2. Waiver
 - 20.2.1. No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the Party waiving the right.
 - 20.2.2. A waiver by one Party of its rights as a result of a breach by any other Party under this Agreement does not prejudice its rights in respect of any other breach by that other Party.
- 20.3. Further steps
Each Party must do all things and execute all further documents necessary to give full effect to this Agreement.

- 20.4. **Governing law**
This Agreement is to be governed by and interpreted in accordance with the law of the state of Victoria, which is the appropriate jurisdiction and forum for any dispute concerning this Agreement.
- 20.5. **Costs**
Council will bear the costs in relation to the preparation and execution of this Agreement.
- 20.6. **Amendment**
This Agreement may not be amended modified or supplemented except by written agreement by the parties or persons duly authorised on behalf of the parties.
- 20.7. **Invalidity of any Clause**
Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.
- 20.8 **Council will provide, where it can and at no cost to the Company, Governance support and advice. This may extend to the provision of document templates and Policies, direction on process, and general collaboration to assist the training, development and proper governance of the Board.**
- 20.9 **The Company agrees to closely liaise with and take direction from Council on any initiatives requiring lobbying to State and/or Federal Government or their agencies. If directed by Council, the Company will not pursue lobbying to State and/or Federal Government or their agencies.**

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EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the **BALLARAT CITY COUNCIL** ABN 37 601 599 422 was hereto affixed in the presence of:

.....
Mayor (or)

.....
Councillor

.....
Councillor (and)

.....
Chief Executive Officer

THE COMMON SEAL of **ART GALLERY OF BALLARAT** ACN 145 246 224 was affixed in the presence of the authorised persons:

.....
Director

.....
Director/Secretary



SCHEDULE

<p>COUNCIL ADDRESS FOR SERVICE DETAILS:</p>	<p>Contact Person: Ms Justine Linley, CEO</p> <p>Hand Delivery Address: Town Hall, Sturt Street, Ballarat</p> <p>Postal Address: PO Box 655, Ballarat, Vic 3350</p> <p>Email: justinelinley@ballarat.vic.gov.au</p>
<p>COMPANY ADDRESS FOR SERVICE</p>	<p>Contact Person: Cr Mark Harris, Chair</p> <p>Hand Delivery Address: Art Gallery of Ballarat Board, 40 Lydiard St Nth, Ballarat</p> <p>Postal Address: 40 Lydiard St Nth, Ballarat Vic 3350</p> <p>Email: markharris@ballarat.vic.gov.au</p>

29/8/20



10.5. "ACTIVATE" 2020-2030 - REGIONAL SPORT AND ACTIVE RECREATION PLAN

Division: Development and Growth
Director: James Guy
Author/Position: Mark Patterson - Executive Manager Recreation Services

OFFICER RECOMMENDATION**Council resolves to:**

- 1. Acknowledge the strong collaboration between all local government areas in the Central Highlands and Grampians Pyrenees region in the development of the Regional Strategic Plan titled "Activate 2020 – 2030"**
- 2. Note the importance of this plan in terms of facilitating cooperation and a regional approach to the promotion of physical activity and to ensure effective capital infrastructure planning.**
- 3. Accept and endorse the Regional Strategic Plan Activate 2020 – 2030.**

EXECUTIVE SUMMARY

Activate 2020 – 2030 is a 10-year regional plan enabling a coordinated and collaborative approach aimed at increasing participation in sport and active recreation resulting in the improved liveability, health and wellbeing of the Central Highlands and Grampians Pyrenees region.

Activate 2020 – 2030 study area is defined by the Central Highlands Primary Care Partnership and Grampians Pyrenees Primary Care Partnership regions comprising the municipalities of Ararat Rural City Council, City of Ballarat, Golden Plains Shire Council, Hepburn Shire Council, Moorabool Shire Council, Northern Grampians Shire Council and Pyrenees Shire Council within the greater Grampians region.

The intent of *Activate 2020 – 2030* is to provide an overarching regional framework to Council's municipal strategies and other partner organisations plans and services to align effort and to maximise outcomes.

Activate 2020 – 2030 has been developed using a place-based and outcomes-based approach and the vision is:

Central Highlands and Grampians Pyrenees communities are the most active, healthy and liveable in Victoria

Activate 2020 – 2030 also includes:

- A regional approach to the development of a network of community sport and active recreation infrastructure;
 - Nine (9) principles that provide a foundation for a way of working to achieve the vision;
 - Identification of four (4) strategic priorities to provide a focus of effort to achieve outcomes;
 - Local level indicators that can be used to measure outcomes annually;
 - Implementation and an annual review of the plan;
 - A plan on a page concisely capturing the important components of the approach and outcomes; and
-

- A 10-year action plan outlining several actions aligned to the strategic priorities.

As a regional partnership strategy, incorporating input from various stakeholders across the region from the health and the sport and active recreation sectors, *Activate 2020 – 2030* is now presented to Council for endorsement.

RATIONALE

The Grampians Region routinely undertakes several engagement forums for the sport and active recreation sector including, but not limited to:

- Grampians Sport and Recreation Community of Practice;
- Central Highlands Primary Care Partnership;
- Grampians Pyrenees Primary Care Partnership;
- Prevention Priority Workshop; and
- Central Highlands Regional Assembly Forums

Forum stakeholders identified common themes suitable for integration of sport and recreation, health and wellbeing programs.

The ensuing partnership developed a regional strategic plan including a shared vision, planning principles, confirmed strategic directions and an action plan.

Foundation partners of the project have led and invested in the regional strategic plan development.

Foundation partners include:

- Ararat Rural City Council;
- Ballarat and District Aboriginal Cooperative;
- Central Highlands Primary Care Partnership;
- City of Ballarat;
- Golden Plains Shire Council;
- Grampians Pyrenees Primary Care Partnership;
- Hepburn Shire Council;
- Moorabool Shire Council;
- Northern Grampians Shire Council;
- Pyrenees Shire Council;
- Sports Central;
- West Vic Academy of Sport; and
- Women's Health Grampians.

The objectives of the regional strategic plan include:

- Development of a shared vision including determination a set of shared principles for the development and activation of community sport and active recreation infrastructure and physical activity environments;
- Understanding and mapping of existing community sport and recreation infrastructure and participation initiatives;
- Mapping of regional and local level participation (physical activity) data across the identified region including current levels, patterns, types and barriers to participation;
- Identification of gaps in provision that will directly impact and fast track participation (physical activity) outcomes and leverage improved health and well-being;

- Identification of opportunities for collaborative infrastructure development and programming; and
- Development of effective cross-sectoral and intergovernmental partnerships (including place-based approaches).

City of Ballarat, as lead Council, successfully applied through the 2018/19 Community Sport Infrastructure Program (Planning) stream to undertake the regional plan, following financial commitment from all Council partners in 17/18, with all funds being transferred to City of Ballarat at this time.

A project steering group, comprising representatives from each of the foundation partners, has led the development of *Activate 2020 – 2030* from June 2019 to May 2020.

The project steering group developed the vision and planning principles and undertook a detailed literature review and a stakeholder forum titled “Turn the Curve” to inform the strategic priorities and actions of the plan.

The “Turn the Curve” Forum adopted the outcomes-based approach to consider the *Activate 2020 -2030* vision. An outcomes-based approach is a disciplined way of thinking and acting to improve entrenched and complex social problems. It uses a data-driven, decision making process to help communities and organisations move beyond talking about challenges to taking action to solve problems. Attendees were made up of local stakeholders in sport, active recreation and health sectors.

The literature review involved research and consultation in sport, active recreation and physical activity planning and delivery. The literature review identified a range of key themes and findings and involved consultation with 37 agencies and review of over 100 relevant documents.

Implementation of *Activate 2020 – 2030* will be led by the foundation partners.

Infrastructure priority projects will be driven by the relevant Council in partnership with other relevant stakeholders.

The priority capital improvement, planning and development projects specifically identified for the City of Ballarat in this plan are each of regional significance and include;

- Regional Hockey Facility;
- Regional Tennis Facility;
- Regional Indoor Cricket Facility;
- Regional Athletics Facility;
- Regional Cycling Facility;
- Miners Rest Sporting Facilities; and
- Regional Skate Park.

Each of the participating LGA’s has also nominated priority projects through this strategy which is indicative of the strong and broad collaborative approach that was evident during the formulation of this plan. The following excerpt from the plan provides the project listing in full;

2020 Infrastructure priority projects

The following infrastructure priority projects have been compiled by each Local Government Authority taking into account the individual Council strategies and plans along with aligning to the vision, principles and strategic priorities of Activate 2020 – 2030.

Ararat Rural City Council

- › Ararat Hills Mountain Bike Park
- › Ararat Fitness Centre
- › Gordon Street Recreation Reserve

City of Ballarat

- › Regional Hockey Facility Project
- › Regional Tennis Facility Project
- › Regional Cricket Indoor Training Facility
- › Regional Athletics Facility
- › Regional Cycling Facility
- › Miners Rest – New Major Sporting Reserve
- › Regional Skate Facility

Golden Plains Shire Council

- › Inverleigh Change Room Upgrade
- › Bannockburn Soccer Facility
- › Bannockburn Skate Park Upgrade
- › Linton Cricket Net Upgrade
- › Living Moorabool Trail

Hepburn Shire Council

- › Hammon Park Trail Head - Bike Park and Recreation Facility (Gateway to Creswick Trails)
- › Daylesford to Macedon Rail Trail
- › Glenlyon Recreation Reserve Community Pavilion Redevelopment
- › Trentham Recreation Reserve Pavilion Redevelopment
- › Clunes Recreation Reserve Masterplan Implementation
- › Daylesford Spa Country Railway
- › Doug Lindsay Masterplan Implementation
- › Walking & Cycling Strategy Implementation

Moorabool Shire Council

- › Bacchus Marsh Indoor Sports Facilities
- › Bacchus Marsh Regional Sports Facility Stage 2
- › Bald Hill Regional Park
- › Splash Parks Development

- › Active Sports Facilities Upgrades
- › Darley Park Pavilion
- › AquaLink: Two Rivers Park

Northern Grampians Shire Council

- › Stawell Sports and Aquatic Centre
- › North Park Netball Courts Development
- › Central Park Sports Redevelopment
- › Lord Nelson Oval Lighting and Surface Upgrade
- › Great Western Football Netball Clubrooms and Oval Lighting

Pyrenees Shire Council

- › Beaufort and Goldfield Recreation Reserve Master Planning
- › Beaufort Walkability Stage 2
- › Sportsground floodlighting
- › Accessible Pools
- › Mountain Bike Trail Development

This plan will provide further evidence and justification and support for external funding applications that will assist Council to deliver each of these important projects. It also ensures that the City of Ballarat does not need to compete with its neighboring Councils in sourcing external funding opportunities for the same projects.

An alliance will be formed in line with the strategic priority of Working Together and working groups will be developed for the other strategic priorities of:

- Activating spaces and places;
- Creating quality spaces and places; and
- Community cohesion through sport and active recreation.

An annual review process will be undertaken of *Activate 2020 – 2030* which will report on the work delivered and update and refine the strategic plan, so it remains relevant over its life span.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- CoB Sport and Recreation Plan 2014
- CoB Active Women and Girls Strategy 2018
- Council Plan 2017-2020
- *Local Government Act 1989*
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	Yes
Social/Cultural	Yes	Yes
Environmental/Sustainability	No	No
Economic	Yes	Yes
Financial/Resources	Yes	Yes
Risk Management	Yes	Yes
Implementation and Marketing	No	No
Evaluation and Review	Yes	Yes

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural – The report identifies clearly the importance of actions to include particular focus on indigenous and culturally diverse communities ensuring an inclusive approach to offering important physical activity opportunities and the importance of this to the health and wellbeing of the entire community.

Economic – *Activate 2020 – 2030* has considered the strategies and plans of Council with a focus on implementing collective and collaborative action in achieving outcomes for the Central Highlands and Grampians Pyrenees region.

The strategic plan also includes Council recreation infrastructure priority projects to advocate and increase investment in the network of significant sport and recreation infrastructure across the region.

Financial/Resources – *Activate 2020 – 2030* outlines a range of strategic actions for implementation to be initially led by the foundation partners. A priority action is for the development of a regional alliance for the governance and review of the strategic plan into the future.

As a key foundation partner Council staff resourcing is essential to support the future delivery and success of the plan.

Risk Management – A key risk of *Activate 2020 – 2030* is ensuring the regional strategic plan remains relevant and current to Council strategies and infrastructure priorities. An annual review process has been incorporated into the strategic plan to address this risk which includes assessment and update of the key indicators, identification and consideration of any new or updated industry data and information and report on the progress of and update to the action plan and infrastructure priority projects.

Evaluation and Review – An annual process of review will be undertaken enabling consideration of progress and to ensure that priorities and actions continue to align with Council plans.

CONSULTATION

The literature review involved research and consultation in sport, active recreation and physical activity planning and delivery. The literature review identified a range of key themes

and findings and involved consultation with 37 agencies and review of over 100 relevant documents.

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

ATTACHMENTS

1. COB Activate 2020 - 2030 May 22 Final [10.5.1 - 56 pages]

Activate 2020 – 2030

Liveability, health and wellbeing through sport and active recreation

Municipalities: Ararat Rural City Council, City of Ballarat, Golden Plains Shire Council, Hepburn Shire Council, Moorabool Shire Council, Northern Grampians Shire Council and Pyrenees Shire Council

Catchments: Central Highlands and Grampians Pyrenees



Acknowledgements

The Project Steering Group respectfully acknowledge the Traditional Owners of the lands which this regional strategic plan considers including the WadaWurrung, Dja Dja Wurrung, Djab Wurrung and the Jardwadjali people and pay respects to their Elders, past and present.



The development of this strategy was coordinated by the founding project partners and informed by consultation with a range of stakeholders from across the Central Highlands and Grampians Pyrenees region. We thank you for your time and input into this process.

This Strategy was developed in partnership with the Victorian Government.



Definitions

Active and healthy

The involvement in sport and active recreation that results in making us healthier.

Active recreation

Leisure time 'non-competitive' activity.

Asset-based (community development)

A methodology for the sustainable development of communities based on their strengths and potentials. It involves assessing the resources, skills, and experience available in a community; organizing the community around issues that move its members into action; and then determining and taking appropriate action. This method uses the community's own assets and resources as the basis for development: it empowers the people of the community by encouraging them to utilize what they already possess.

Collaboration

The action of working with together to produce something.

Culturally Safe Spaces

Built environments, places, areas, groups, dialogues or bodies of work that positively and proactively acknowledge, accept and provide for the inclusion of the full spectrum of diversity of participants in that space.

Equity

Giving everyone what they need to be successful.

Gender equity

Fairness of treatment for men and women according to their respective needs. This may include equal treatment or treatment that is different, but which is considered equivalent in terms of rights, benefits, obligations, and opportunities. Everyone the same. Equality aims to promote fairness, but it can only work if everyone starts from the same place and needs the same help.

Liveability

The sum of factors that add up to a community's quality of life – including the built and natural environments, economic prosperity, social stability and equity, educational opportunity and cultural, entertainment and recreational possibilities.

Participation

Involvement in playing, coaching, officiating or volunteering in a sport or active recreation activity.

Place-based

Bringing individuals and organisations together in a place to address the complex needs of communities by harnessing the vision, resources and opportunities in each community. Place-based approaches are long term, collaborative efforts which give power to the community in guiding systemic change and contribute to a cycle of learning about investment and impact.

Regional sport facility

Defined by the particular sport/s 'regional' refers to a facility standing in the facility hierarchy rather than a location.

Sport

Structured competitive activity.

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Strategy Intention

To provide a regional framework, a 10-year action plan and a plan-on-a-page that enables a coordinated and collaborative approach aimed at increasing participation in sport and active recreation for liveability, health and wellbeing.

The intent of this plan is to provide an overarching framework to Councils' municipal strategies and other partner organisations to align effort and to maximise outcomes.

The strategy includes:

- › A place-based approach
- › An outcomes-based approach
- › A shared vision for health and wellbeing with a focus on active living
- › Nine (9) principles that provide a foundation for a way of working to achieve the vision
- › Identification of four (4) strategic priorities to provide a focus of effort to achieve outcomes
- › Local level indicators that can be used to measure outcomes annually
- › A regional approach to the development of a network of community sport and active recreation infrastructure
- › Implementation and annual review of the plan.

The 10-year action plan directs and coordinates activity of organisations that have a role to play:

- › A number of actions aligned to each of the strategic priorities
- › Identification of a lead organisation and partners
- › Prioritised timeline for implementation

The plan-on-a-page concisely captures the important components of the outcomes-based approach:

- › What success looks like in our communities
- › What we know works to do better
- › Who has a role to play (the types of organisations)
- › Indicators (outcomes and data development agenda)
- › Story behind the baseline (of indicators)
- › What we are going to do (strategic actions)

Introduction

Building on current local collaboration and the recognition of a need to maximise physical activity outcomes by focussing effort and measuring outcomes annually, the development of Activate 2020-2030 provides a shared 10-year action plan.

Including the municipalities of: Ararat, Ballarat, Golden Plains, Hepburn, Moorabool, Northern Grampians and Pyrenees, the plan covers a sub-region of the Grampians region (SRV).

A range of organisations that service communities across the region were involved in the consultation opportunities for the development of the plan. Some organisations have been identified to play a lead role and others will be very important partners in implementing actions identified in the plan.

With an aim to coordinate effort, the plan aligns work that will help to achieve greater outcomes. This work may be work that is currently underway or future opportunities. Using an Outcomes-based approach that utilises local indicators that have data available annually, the plan will be reviewed annually and allow activity to be assessed against the forecasted change.

The Activate 2020 – 2030 shared vision:

Central Highlands and Grampians Pyrenees communities are the most active, healthy and liveable in Victoria.

To achieve the shared vision, four (4) strategic priorities have been identified:

- › Working together
- › Activating places and space
- › Creating quality physical activity environments
- › Community cohesion through sport and active recreation

The plan also includes nine (9) principles that will provide a framework for the development of sport and active recreation infrastructure, programming and participation opportunities and inclusive sport and active recreation environments.





Activate 2020 – 2030 will help us to make the most of both our local and regional sport & active recreation infrastructure, which in turn will support our communities to be healthy, active and connected.

Katherine Gillespie, Executive Officer
Central Highlands Primary Care Partnership

Background

The Grampians Region undertakes a number of engagement forums for the sport and active recreation industry including, but not limited to:

- › Grampians Sport and Recreation Community of Practice
- › Central Highlands Primary Care Partnership
- › Grampians Pyrenees Primary Care Partnership
- › Prevention Priority Workshop
- › Central Highlands Regional Assembly Forums

Forum stakeholders have identified repetitive themes, priorities and challenges in leveraging participation (physical activity), health and well-being outcomes and that there is an intrinsic relationship and interdependence of sport and recreation, health and wellbeing.

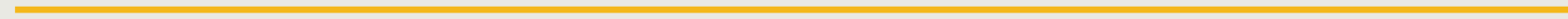
In acknowledgement of shared priorities, benefits and outcomes, key stakeholders proposed a partnership to undertake the development of a regional strategic plan to determine a shared vision, planning principles, confirmed strategic directions and an action plan.

The development of Activate 2020 – 2030 directly responds to several actions and priorities raised in a forum of the Central Highlands Primary Care Partnership by key local and regional sport and recreation and health stakeholders including:

- › A strategic approach to the development of quality physical activity (participation) environments
- › Provision of a diversity of physical activity (participation) opportunities
- › Development of infrastructure and programming that leverages increased physical activity (participation)
- › Prevention of chronic disease, with particular reference to the prevention of obesity and related chronic health conditions, which have been identified as a priority area of the Central Highlands Regional Partnership

Strategy Foundational Partners.

The foundational partners who have led and invested in the development of Activate 2020 – 2030 includes:



An outcomes based approach

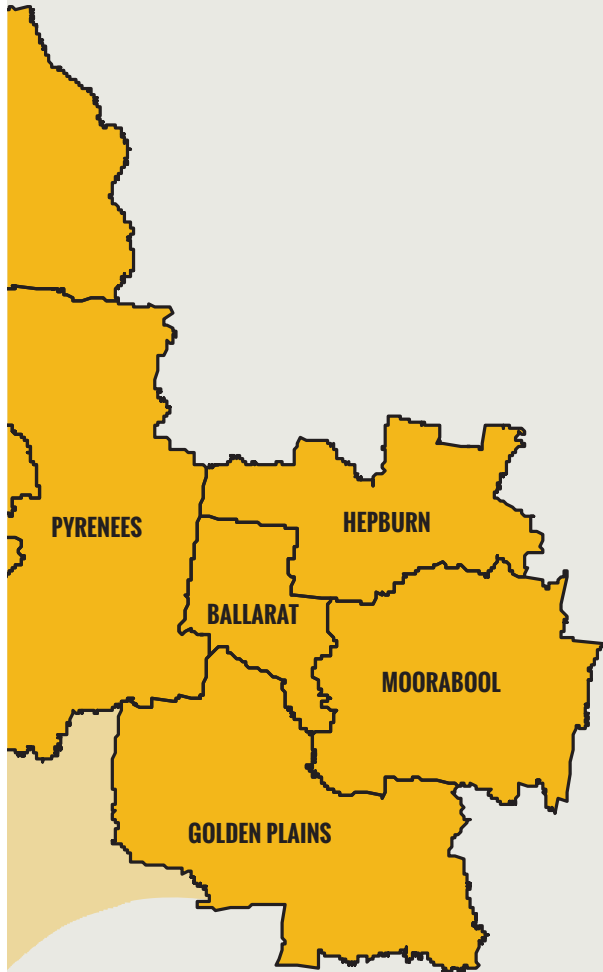
The study area

The Central Highlands and Grampians Pyrenees region spans the east-west transport corridor connecting Melbourne, western Victoria and Adelaide and forms part of the larger Grampians Region. The study area has been scoped across the Central Highlands and Grampians Pyrenees Primary Care Partnership areas and incorporates the seven municipalities of Ararat, Ballarat, Golden Plains, Hepburn, Moorabool, Northern Grampians and Pyrenees.

THE STUDY AREA

ACTIVATE 2020 - 2030





Methodology

A project steering group, consisting of representatives from each of the foundational partners, has led the development of Activate 2020 – 2030. The project steering group developed the vision and planning principles, selected and developed key project indicators and made key decisions on the strategic directions of Activate 2020 – 2030.

The development of Activate 2020 – 2030 has been through an outcomes-based approach. An outcomes-based approach is a disciplined way of thinking and acting to improve entrenched and complex social problems. It uses a data-driven, decision making process to help communities and organisations move beyond talking about challenges to taking action to solve problems.

An outcomes-based approach is a simple, common sense framework that everyone can understand. It starts with the ends or the difference you want to make and works backward towards the means or how you are going to do it.

Key indicators were developed to annually monitor and measure the impact of Activate 2020 -2030. These indicators have been selected based on the availability of relevant and measurable local data. The project steering group have acknowledged the current indicators are

limited and there is a need to further develop local data and indicators for measuring and reviewing the success of Activate 2020 -2030.

To inform Activate 2020 – 2030 the project steering group undertook a detailed literature review and a stakeholder forum titled “Turn the Curve”.

The “Turn the Curve” Forum adopted the outcomes-based approach to consider the Activate 2020 -2030 vision that Central Highlands and Grampians Pyrenees communities are the most active, healthy and liveable in Victoria. Attendees were made up of local stakeholders in sport, active recreation and health sectors. Stakeholders contributed their expertise to inform the regional strategic plan development.

The literature review involved research and consultation in sport, active recreation and physical activity planning and delivery. The literature review identified a range of key themes and findings and involved consultation with 37 agencies and review of over 100 relevant documents.

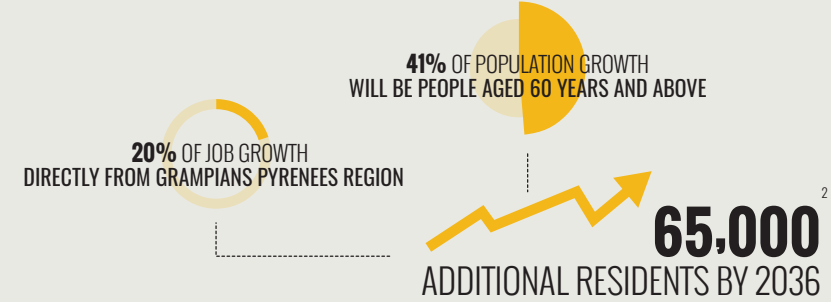
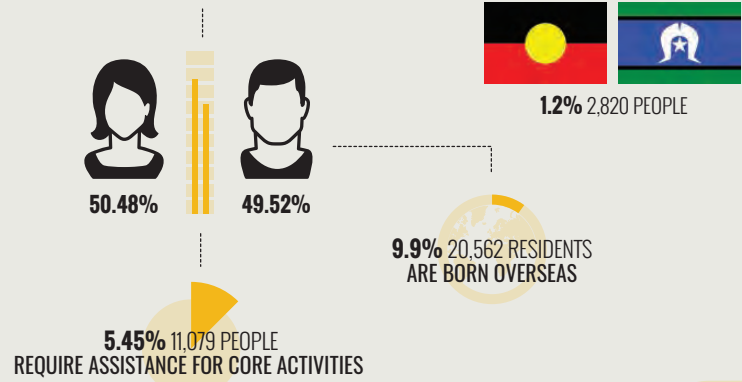
Regional snapshot

The Activate 2020 – 2030 study area is for the Central Highlands Grampians Pyrenees region which encompasses seven Local Government municipalities including Ararat Rural City Council, City of Ballarat, Golden Plains Shire Council, Hepburn Shire Council, Moorabool Shire Council, Northern Grampians Shire Council and Pyrenees Shire Council. The following provides a snapshot of relevant demographic and physical activity data for the region.

TOP 5 PARTICIPATION ACTIVITIES

- | | |
|--|---|
| <p>CHILDREN</p> <ul style="list-style-type: none"> SWIMMING AUSTRALIAN FOOTBALL BASKETBALL GYMNASTICS DANCING (RECREATIONAL) | <p>ADULTS</p> <ul style="list-style-type: none"> WALKING (RECREATIONAL) FITNESS/GYM ATHLETICS (INCLUDES RUNNING) SWIMMING CYCLING |
|--|---|

210,994 ESTIMATED TOTAL POPULATION



¹ Australian Bureau of Statistics (2016), Population Data and 2016 Census ² Department of Environment, Land, Water and Planning (2018), Victoria in Future 2019: Population Projections 2016 to 2056 ³ Department of Health and Human Services (2019), Victorian Population Health Survey 2017 dashboard ⁴ Sport Australia (2019), AusPlay Vic data tables - January 2018 to December 2018 data





Vision | The Central Highlands and Grampians Pyrenees communities are the most active, healthy and liveable in Victoria.

Principles

1. **Sport and Physical Activity for all for life:** diversity of programming and participation (physical activity) opportunities.
2. **Diversity, equity and inclusion:** achieved using Universal Design from planning to playing and participation.
3. **Physical Activity Environments Excellence:** development of a network of quality physical activity environments that meet or exceed state and national standards.
4. **Pathway Excellence:** strengthening of pathways for participants from the region by fostering grass roots community participation through to high performance opportunities.
5. **Place- based approach:** well planned and connected investment that maximises participation and provides health, economic, community and liveability benefits across the region.
6. **Partnerships and collaboration:** effective community, cross-sector and inter-governmental partnerships, that deliver integrated planning and implementation of shared priorities, with equitable outcomes.
7. **Engagement:** contemporary engagement approaches to achieve collective impact and shared leadership outcomes.
8. **Evidence based approach:** local data, local information and local consultation will inform decision making processes and outcomes.
9. **Leadership:** commitment to collaborative leadership to achieve the vision of the Central Highlands and Grampians Pyrenees communities are the most healthy, active and liveable in Victoria.



The strategic plan

The following strategic plan has been developed based on the outcomes of the literature review, stakeholder consultation and “Turn the Curve” Forum. The strategic plan outlines the vision, principles, outcomes, who has a role to play, what works to do better, the indicators and the strategic directions.

Outcomes – What it looks like

Through the stakeholder engagement and consultation process it was identified that successful implementation of Activate 2020 – 2030 will positively influence physical activity participation and the overall health and wellbeing of our community and the liveability of our region.

Activate 2020 – 2030 success looks like:

- › More people playing and recreating through sport and active recreation
- › More sport and active recreation opportunities and activities
- › More people walking and cycling in active transport
- › More local physical activity offerings
- › More people visiting local council owned aquatics and leisure centres
- › Inclusive spaces and places where everyone can play

- › Leveraged investment into community sport and active recreation infrastructure
- › Thriving local sport and active recreation clubs
- › Healthy food and drink options in our spaces and places
- › More athletes on the pathway to high performance
- › More regionally based significant sporting events
- › More women on regionally based sport boards
- › Local decision-making factoring active living and well-being
- › Visible network of local, regional and strategic community sport and active recreation infrastructure
- › Quality community sport and active recreation infrastructure
- › Infrastructure that enables active recreation
- › Infrastructure that supports women and girl’s participation in physical activity
- › Place-based partnerships and networks
- › Local and regional activity coordination
- › Recognition and celebration of local and regional achievement and success



Who has a role to play?

The following organisations and sectors have been identified as all having a role in the successful implementation of Activate 2020 – 2030:

- › Community organisations
- › Social enterprises
- › State sporting associations
- › Schools
- › Health services
- › Local sport and active recreation clubs and organisations
- › Local government
- › State and Federal government
- › Universities
- › Early years providers
- › Private enterprise
- › Regional sport and active recreation organisations
- › Senior organisations



Indicators of success

To measure and monitor the success of Activate 2020 – 2030 the following indicators have been developed and are categorised as either active and healthy indicators or liveability indicators.

Active and healthy indicators:

- › Premier’s Active April
- › Council Leisure Centre Visitations

Liveability indicators:

- › Council Capital Budget Physical Activity Investment
- › Registered Participants in Sport
- › CORE Alliance Membership

The indicators of success are local data sets and were selected based on the availability of data, a literature review process and the ability to evaluate and review the data annually.

Relevant state and national data sets, which are reviewed approximately every four years, are not included as direct indicators of success for Activate 2020 -2030 however will provide additional data to inform the annual review process.



Active and healthy indicator:

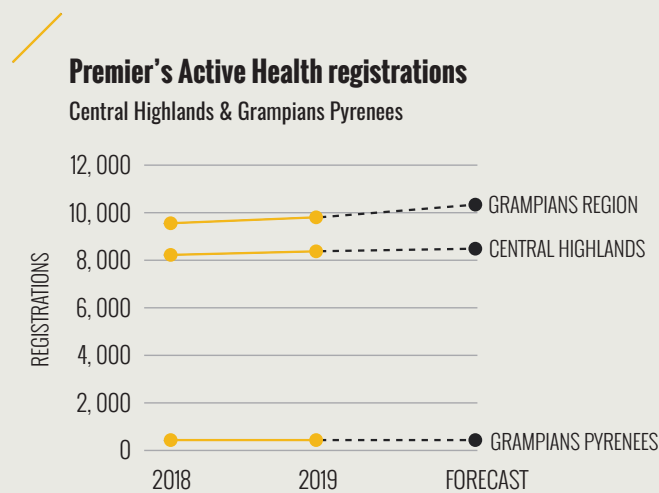
Premier's Active April

Engagement of local government in Premier's Active April has been consistent across the region over several years with recognition of the potential to use community engagement in the program as an indicator to measure progress at a local level on physical activity and programming outcomes.

This recognition has driven a more coordinated and strategic approach to the alignment of current opportunities and a testing ground for new and innovative approaches to getting our communities active.

There have been recent changes to the way registrations are reported in the program however the last two years (2018 and 19) are comparable data sets.

Registrations are relative to population and demographics and as a state based program artificial local/regional boundaries are permeable (participants may live in one place and recreate in another) A key consideration with the data is that the level of local activity has not necessarily translated into registrations in the program.



Active and healthy indicator:

Council leisure centre visitations

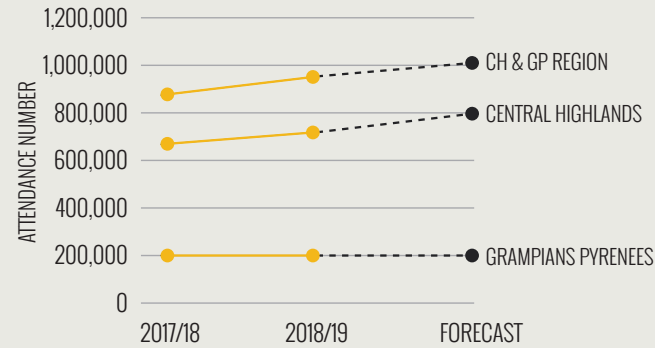
There is a network of Council owned Leisure and Aquatic Centres across the region providing indoor and outdoor aquatic activities, fitness and recreation opportunities. Each Council accounts annual visitation at its aquatics and leisure facilities.

The current data set does not capture participation at other Council owned recreation centres such as indoor stadiums or water play spaces that exist separately to Aquatics Centres.

Not all local government areas in the region have Council owned indoor and/or outdoor aquatic facilities (pools).

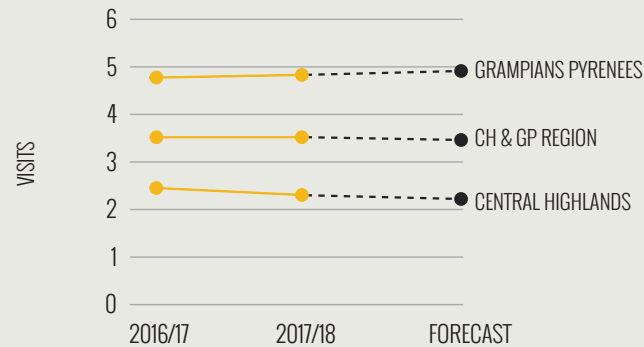
Leisure centre visits/attendance

Central Highlands & Grampians Pyrenees



Aquatic & leisure centre visits per head of population

Central Highlands & Grampians Pyrenees

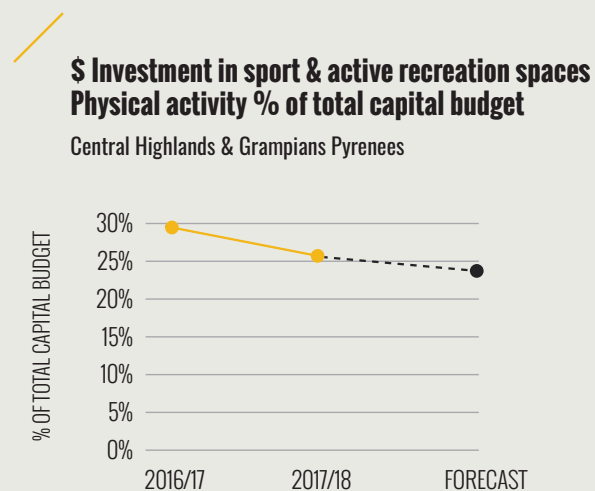


Liveability indicator:

Council capital budget physical activity investment

The following data set outlines the percentage Council capital investment in sport and active recreation environments across the Central Highlands and Grampians Pyrenees region. Investment in sport and active recreation infrastructure is often led by Local Council who will regularly partner with community, state and federal governments to fund infrastructure priorities.

This indicator only considers the budget expenditure and does not consider investment by other public land managers or in-kind contributions to projects delivered directly by the community.

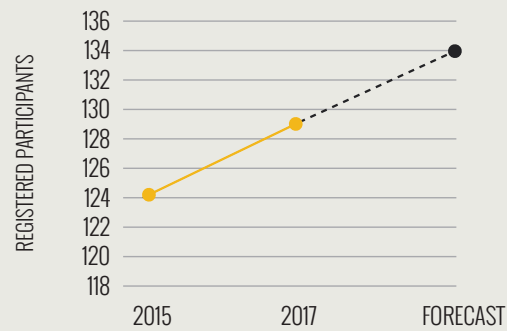


Liveability Indicator:

Registered participants in sport

The registered participants in sport data set is based on a regional mega trend assessment of sport and active recreation. Whilst there is a significant number of local community sport and recreation organisations in operation across the region, local data sets that showcase membership data for each of the sports is limited and inconsistent.

Registered participants by sport
Central Highlands & Grampians Pyrenees



Liveability Indicator:

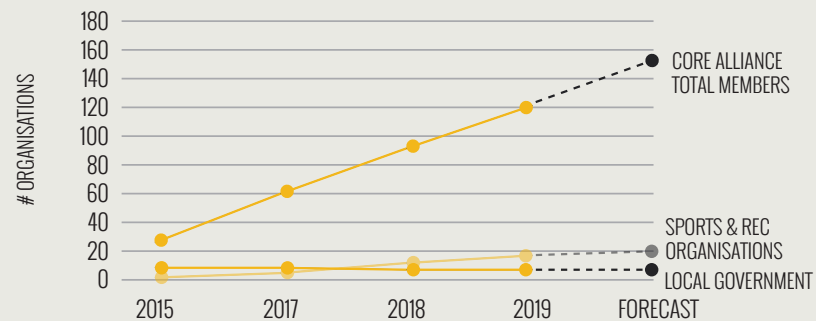
CoRE alliance membership

The CoRE (Communities of Respect and Equality) Alliance is a multisector alliance across the Grampians region aimed at preventing violence against women and achieving gender equality, with the backbone support and leadership provided by Women’s Health Grampians. Sport is seen as a key sector within the Alliance. We know that women and girls are a cohort that is physically inactive, where many barriers to participation in sport and recreation are experienced, ranging from facilities to club culture, to the competitiveness of sport. CoRE can be a lever to improve spaces and places to be more female-friendly.

All local governments in the Grampians region are members of CoRE, as are the regional divisions of most state government departments. Membership from local sport and recreation clubs is low but growing. Resourcing and commitment to the membership is a critical consideration.

Turning the curve in membership of the CORE Alliance will require consideration of the level of resourcing for Women’s Health Grampians and/or new local and regional partnerships that support a ‘with and through’ approach

CORE alliance membership
Central Highlands & Grampians Pyrenees



Data development agenda

Further local indicators have been identified to enhance the existing indicators of success. Work will need to be undertaken to source the local data over time in order to be used in an outcomes-based approach. These additional data measurements will further inform the progress and impact of Activate 2020 – 2030 throughout the life of the document. Future measures identified include:

Active and Healthy Indicators

- › Number of Aboriginal and Torres Strait Islander participants in sport and active recreation programs
- › Number of athletes involved in elite/ high performance pathways
- › Premier’s Active April Program
 - › Number of Aboriginal and Torres Strait Islander participants
 - › Number of local partners
 - › Number of local recreation activities available

Liveability Indicators

- › Number of female friendly infrastructure projects
- › Successful funding opportunities in region
- › Number of volunteers involved in sport and active recreation
- › Number of sporting organisations that are members of Regional Sports Assemblies
- › Participation in the Act@Play program
- › Participation in walk to school program



What works to do better?

As part of the “Turn the Curve” Forum, stakeholders explored what works to turn the curve positively for each of the indicators. This process identified that there are four key strategic priorities that actions fall under including working together, activating spaces and places, creating quality spaces and places and creating community cohesion through sport and active recreation.

Working together

- › A coordinated approach with an outcomes-focus
- › Local and regional data to inform decision making
- › Using indicators to measure progress on outcomes
- › Collaboration, inter-governmental, cross sector partnerships and integrated regional planning
- › Getting smarter - building human capital
- › Place-based and asset-based approaches
- › Recognising and building on existing assets and work
- › Recognising local and regional achievements and success

Activating Places and Spaces

- › Creating visibility of existing physical activity and recreation possibilities
- › Increasing physical activity and recreation possibilities
- › Availability of a diversity of physical activity and recreation possibilities

- › Responding to emerging trends
- › Addressing barriers such as affordability
- › Recognising active recreation as a valuable opportunity
- › Encouraging and supporting active transport
- › Being inclusive
- › Expanding the diversity of recreation possibilities
- › Providing visibility of high-performance inspiring people to be active

Creating Quality Spaces and Places

- › Quality physical activity environments (natural & built)
- › Developing funding strategies that maximise investment and finding new funding sources
- › Increase the use of existing community infrastructure and unlocking community sport and recreation assets such as schools
- › Embedding Universal Design Principles
- › Creating safe spaces by considering Crime Prevention by Design
- › Considering environmental sustainable design
- › Actively implementing state and local government policies such as the Healthy Choices Guidelines

Community Cohesion through Sport and Active Recreation

- › Developing local and regional public policy environments to leverage outcomes to support active, healthy and liveable communities through sport and active recreation
- › Creating Culturally Safe Spaces with and through the Aboriginal and Torres Strait Islander community
- › Support gender equality in participation, coaching, administration, officiating and volunteering
- › Encourage membership of local sport and active recreation clubs and organisations to foster community connection
- › Physical activity environments free from inappropriate behaviours such as harassment, discrimination or abuse

What are we going to do?

Four strategic priorities have been identified to guide the implementation of Activate 2020 – 2030. These include:

- › Working together
- › Activating places and spaces
- › Creating quality physical activity environments
- › Community cohesion through sport and active recreation

Key Actions

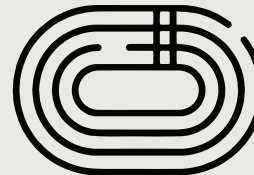
A number of key actions have been identified under each of the strategic priorities. These are high level actions to be developed further into localised delivery approaches that consider the consultation and research findings.



Working together



Activating places and spaces



Creating quality physical activity environments



Community cohesion through sport and active recreation



Working together

- › Foster a **regional place-based partnership approach** in the form of an alliance of key partners enabling collaboration opportunities, coordinated activity, embedding of regional planning principles, implementation of the regional strategy and monitoring of outcomes.
- › Engage a diversity of partners including cross-sector and intergovernmental to **enable coordinated, well planned, connected and equitable investment in programming and infrastructure** to maximise participation, health and liveability benefits through sport and active recreation.
- › Develop a regional approach to **collecting, developing and maintaining local data** sets and indicators that are reliable, consistent and timely to inform place-based decision making and measure outcomes.
- › With and through the existing Grampians Region Sport and Recreation Community of Practice **build the human capital of key partners** in the region including the stock of knowledge, expertise and abilities, education and skills of those who play a key role in increasing physical activity, developing recreation possibilities and the provision of community sport and active recreation infrastructure.
- › Recognise, celebrate and **promote local innovation and best practice** in leveraging shared outcomes with and through sport and active recreation.



Activating spaces and places

- › Create awareness of existing **physical activity opportunities** and recreation possibilities across the region.
- › With and through sport and active recreation partners including Regional and State Sporting Associations and Organisations **increase physical activity opportunities** and the **diversity of recreation possibilities** across the region.
- › Create **flexible and innovative participation options** with consideration of state, national and international emerging trends.
- › Facilitate or provide **affordable participation** and active recreation options.
- › Support the **development and provision of non-organised and unstructured physical activity** through both traditional and non-traditional partners such as walking, cycling and active transport.
- › **Embed Premier's Active April** across the region as a recognised tool in a suite of health promotion opportunities to provide a progress measure of outcomes in increasing physical activity and uptake of local recreation possibilities..
- › **Coordinate engagement and local activity** in Premier's Active April across the region to focus and align limited resource and maximise outcomes.
- › In the development of participation opportunities and recreation possibilities actively support and enable **increased participation of Aboriginal and Torres Strait Islander Victorians**.
- › **Build inclusion and access for all abilities** into the suite of physical activity and recreation possibilities across the region based on the concept and principles of Universal Design.
- › Develop a **diversity of membership and programming** opportunities in Council owned Leisure and Aquatic Facilities addressing key barriers to participation.
- › In partnership with State and Regional Sporting Associations **strengthen pathway development of regional athletes** and **increase the quality of coaching** across the region to enable athletes to realise their potential.
- › Develop a regional partnership approach to **attracting a suite of significant sport and active recreation events and programming** leveraging from signature and high-profile events building on the unique value proposition of each local government area and spreading the social and economic outcomes across the region.



Creating quality spaces and places

- › **Plan and invest** in active open space and quality physical activity environments (natural and built) that inspires the health and well-being of communities.
- › Encourage **local investment and decision-making based on liveability factors** including active living and well being.
- › Invest in a **network of complementary strategic, regional and local community sport and active recreation infrastructure** with consideration of regional strategic planning, inter-municipal linkages, state-wide sport infrastructure standards and facilities planning undertaken by State Sporting Associations.
- › **Increase the capacity of existing sport and active recreation infrastructure** including collaboration with schools, service providers, facility manager and community organisations to unlock local sport and active recreation assets.
- › Invest in **infrastructure that enables active recreation** and supports the provision of non-organised and unstructured physical activity.
- › Continue investment in community sport and active recreation infrastructure that enables **female participation and provides equity** of programming opportunities.
- › Take a **partnership-based approach** with and through Sport and Recreation Victoria in the development of the **pipeline of community sport and active recreation infrastructure projects** and funding strategies to maximise outcomes and increase investment.
- › Identify and **leverage new sources of investment** in the development of quality community infrastructure including **exploration of philanthropic and private partnerships** to increase capacity of the region to meet community sport and recreation infrastructure demand and aspirations.
- › Plan for **equitable access to spaces and places** based on the concept and principles of **Universal Design**.
- › Incorporate **Environmental Sustainable Design** into the development of all community sport and active recreation infrastructure including implementing priorities of Integrated Water Management Plans.
- › Ensure **complementary investment** into activating spaces and places through alignment of existing and provision or facilitation of increased resources into programming to leverage collective impact.
- › Provide **quality and innovative spaces and places** that create a healthy environment to support and inspire the health and wellbeing of communities including the development and **implementation of healthy eating policies** that follow the Healthy Choices Guidelines.



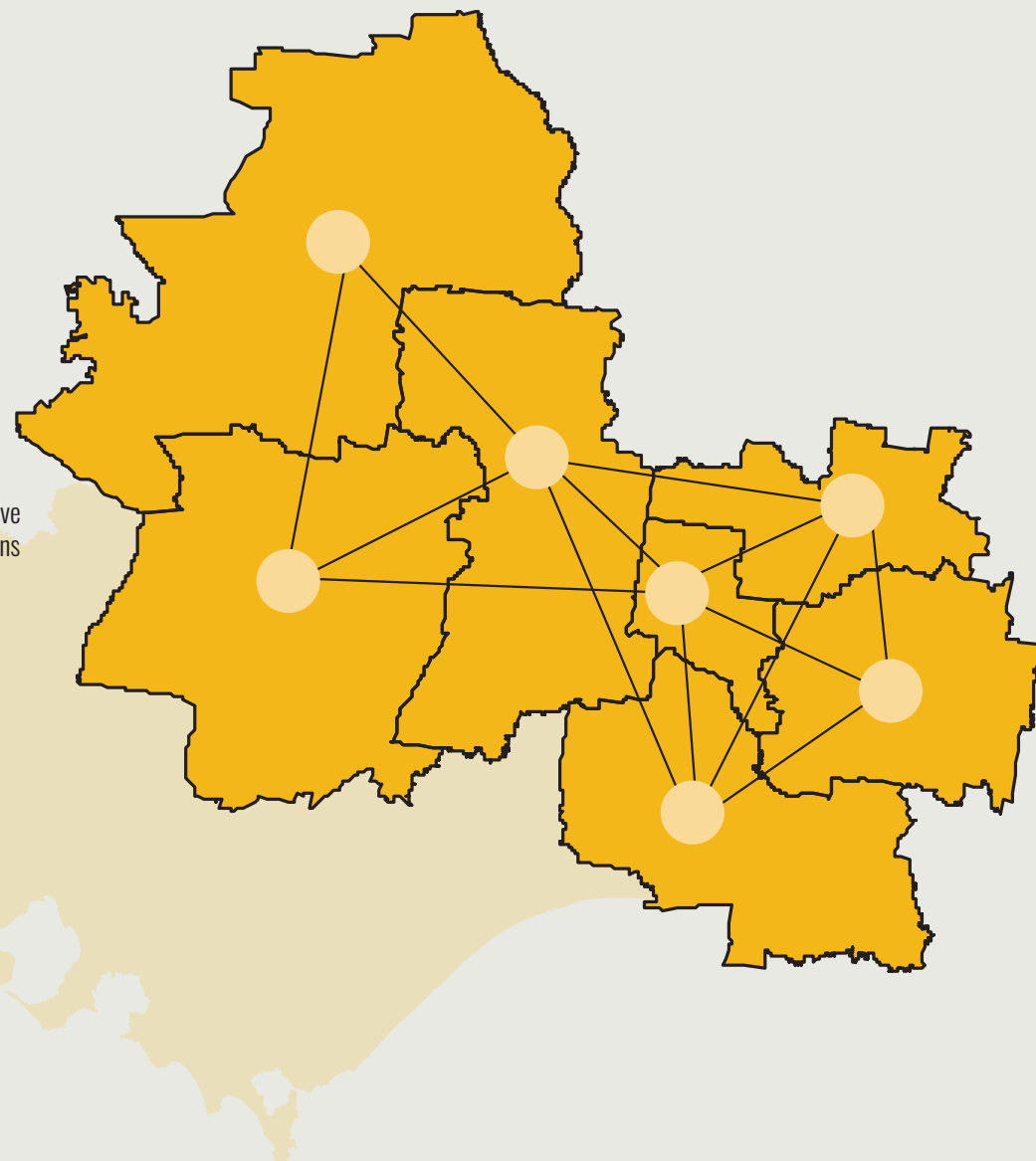
Community cohesion through sport and active recreation

- > Explore opportunities to **develop local and regional public policy environments** that leverage community cohesion outcomes such as social inclusion, health, well-being and gender equality through sport and active recreation.
- > In partnership with the Aboriginal Community in the region **develop Culturally Safe Spaces** (built environments, places, areas, groups, dialogues) that positively and proactively acknowledge, accept and **support inclusion, progress reconciliation** and contribute to state and national efforts to **‘Close the Gap’**.
- > Increase the **awareness of gender equality** and existing tools, resources and networks such as the Office for Women in Sport and the Female Friendly Sport Infrastructure Guidelines, Women’s Health Grampians CORE Alliance and Act@Play.
- > In partnership with key regional and state stakeholders **encourage membership of local sport and active recreation clubs and organisations to foster community connection** including participation (physical activity) and **volunteer engagement**.
- > Foster a **regional approach** to increasing awareness of and **utilising Member Protection Resources** across the regional sport sector to ensure all people associated with a sport organisation or association can participate in an **environment free from inappropriate behaviours such as harassment, discrimination or abuse**.
- > In response to an ageing population across the region optimise physical activity and recreation possibilities for health, well-being, participation and security to **enhance quality of life as people age**.



Network of sport and active recreation facilities

The following facilities have been identified as significant sport and active recreation spaces and places within the Central Highlands and Grampians Region. Whilst not an exhaustive list of all facilities across the region, this highlights the variety of significant places and spaces supporting physical activity opportunities to residents and visitors.



Ararat City

Alexandra Gardens
 Alexandra Oval
 Ararat and District Cycling Club
 Ararat and District Horse and Pony Club
 Ararat Clay Target Club
 Ararat Fitness Centre
 Ararat Skate Park
 Ararat Hills Regional Park
 Grampians National Park
 Green Hill Lake
 Lake Bolac and Lake Bolac Foreshore

City of Ballarat

Ballarat Botanical Gardens
 Ballarat Indoor and Aquatics Centre
 Ballarat Regional Tennis Facility
 Ballarat Skate Park
 Ballarat Sports Events Centre
 Buninyong Road Cycling
 Eastern Oval
 Lake Esmond
 Lake Wendouree
 Llanberris Reserve
 Mars Stadium
 Morshead Park
 Prince of Wales Park
 Victoria Park
 Yarrowee River Trail

Golden Plains Shire

Ballarat – Skipton Rail Trail
 Bannockburn Heart
 Bannockburn Recreation Precinct
 Bannockburn Victoria Park Recreation Reserve
 Inverleigh Leigh River
 Leighdale Equestrian Centre
 Moorabool River (Living Moorabool)
 Rokewood Recreation Reserve
 Woody Yaloak Recreation Reserve
 Woody Yaloak Equestrian Centre

Hepburn Shire

Calembeen Park
 Clunes Recreation Reserve
 Cornish Hill
 Daylesford Outdoor Pool
 Doug Lindsay Recreation Reserve
 Esmond Park
 Glenlyon Recreation Reserve
 Hammon Park / Creswick Trails
 Lake Daylesford
 Melbourne University grounds
 Mount Prospect Tennis Facility
 Trentham Outdoor Pool
 Trentham Recreation Reserve
 Victoria Park, Daylesford
 Wombat Hill Botanical Gardens

Moorabool Shire

Bacchus Marsh Golf Club
 Bacchus Marsh Leisure Centre
 Bacchus Marsh Racecourse and Recreation Reserve
 Bacchus Marsh Seasonal Outdoor Pool
 Ballan Golf Course
 Ballan Racecourse and Recreation Reserve
 Ballan Recreation Reserve
 Ballan Seasonal Outdoor Pool
 Darley Civic and Community Hub Indoor Stadium
 Darley Park
 Elaine Sportsground Recreation Reserve
 Maddingley Park

Northern Grampians Shire

Cato Park
 Central Park
 Grampians National Park
 Great Western Recreation Reserve – Racecourse
 Lake Fyans
 Lord Nelson Park
 North Park
 St Arnaud and District Lawn Tennis Club
 Stawell Sports and Aquatic Centre
 Stawell Shooting Sports Complex

Pyrenees Shire

Avoca Outdoor Pool
 Avoca Recreation Reserve
 Beaufort Lake
 Beaufort Outdoor Pool
 Goldfields Recreation Reserve, Beaufort
 Lexton Recreation Reserve
 Waubra Recreation Reserve

2020 Infrastructure priority projects

The following infrastructure priority projects have been compiled by each Local Government Authority taking into account the individual Council strategies and plans along with aligning to the vision, principles and strategic priorities of Activate 2020 – 2030.

Ararat Rural City Council

- › Ararat Hills Mountain Bike Park
- › Ararat Fitness Centre
- › Gordon Street Recreation Reserve

City of Ballarat

- › Regional Hockey Facility Project
- › Regional Tennis Facility Project
- › Regional Cricket Indoor Training Facility
- › Regional Athletics Facility
- › Regional Cycling Facility
- › Miners Rest – New Major Sporting Reserve
- › Regional Skate Facility

Golden Plains Shire Council

- › Inverleigh Change Room Upgrade
- › Bannockburn Soccer Facility
- › Bannockburn Skate Park Upgrade
- › Linton Cricket Net Upgrade
- › Living Moorabool Trail

Hepburn Shire Council

- › Hammon Park Trail Head - Bike Park and Recreation Facility (Gateway to Creswick Trails)
- › Daylesford to Macedon Rail Trail
- › Glenlyon Recreation Reserve Community Pavilion Redevelopment
- › Trentham Recreation Reserve Pavilion Redevelopment
- › Clunes Recreation Reserve Masterplan Implementation
- › Daylesford Spa Country Railway
- › Doug Lindsay Masterplan Implementation
- › Walking & Cycling Strategy Implementation

Moorabool Shire Council

- › Bacchus Marsh Indoor Sports Facilities
- › Bacchus Marsh Regional Sports Facility Stage 2
- › Bald Hill Regional Park
- › Splash Parks Development

- › Active Sports Facilities Upgrades
- › Darley Park Pavilion
- › AquaLink: Two Rivers Park

Northern Grampians Shire Council

- › Stawell Sports and Aquatic Centre
- › North Park Netball Courts Development
- › Central Park Sports Redevelopment
- › Lord Nelson Oval Lighting and Surface Upgrade
- › Great Western Football Netball Clubrooms and Oval Lighting

Pyrenees Shire Council

- › Beaufort and Goldfield Recreation Reserve Master Planning
- › Beaufort Walkability Stage 2
- › Sportsground floodlighting
- › Accessible Pools
- › Mountain Bike Trail Development

Implementing Activate 2020 – 2030

Implementation of Activate 2020 – 2030 will be led by the foundational partners. Infrastructure priority projects will be driven by the relevant Local Government Authority in partnership with other relevant stakeholders.

An alliance will be formed (in line with the strategic priority of Working Together). Working groups will be developed for the other strategic priorities of Activating Spaces and Places, Creating quality Spaces and Places and Community cohesion through sport and active recreation.

Activate 2020 – 2030 Review

An annual review process will be undertaken of Activate 2020 – 2030 which will report on the work delivered and update and refine the document so it remains relevant over the life of the strategic plan. The review will include:

- › Update and assessment of the indicators to understand how Activate 2020 – 2030 is turning the curve
- › Identification and consideration of any new or updated industry data and information
- › Progress of and update to the action plan and infrastructure priority projects







Appendix

Activate 2020 – 2030 Action Plan

The following tables provide a detailed action plan to guide the delivery of Activate 2020 – 2030. Each action is prioritised and identifies a lead agency and key partners.

The Actions are listed according to their strategic area.

Agencies

BADAC	Ballarat and District Aboriginal Co-operative
LGAs	Local Government Authorities
PCPs	Primary Care Partnerships
RSAs	Regional Sports Assemblies
SRV	Sport and Recreation Victoria
WHG	Womens Health Grampians
WVAS	West Vic Academy of Sport

Timeline

Short	1 – 2 years
Medium	3 – 5 years
Long	6 – 10 years

Working together



Strategic Actions	Lead Agency	Partner Agencies	Timeline
Engage a diversity of partners including cross-sector and intergovernmental to enable coordinated, well planned, connected and equitable investment in programming and infrastructure to maximise participation, health and liveability benefits through sport and active recreation	SRV	LGAs WHG PCPs WVAS RSAs BADAC	Ongoing
Recognise, celebrate and promote local innovation and best practice in leveraging shared outcomes with and through sport and active recreation	SRV	LGAs WHG PCPs WVAS RSAs BADAC	Ongoing
Foster a regional place-based partnership approach in the form of an alliance of key partners enabling collaboration opportunities, coordinated activity, embedding of regional planning principles, implementation of the regional strategy and monitoring of outcomes	SRV	LGAs WHG PCPs WVAS RSAs BADAC	Short
Develop a regional approach to collecting, developing and maintaining local data sets and indicators that are reliable, consistent and timely to inform place-based decision making and measure outcomes	SRV	LGAs WHG PCPs WVAS RSAs BADAC	Short
With and through the existing Grampians Region Sport and Recreation Community of Practice build the human capital of key partners in the region including the stock of knowledge, expertise and abilities, education and skills of those who play a key role in increasing physical activity, developing recreation possibilities and the provision of community sport and active recreation infrastructure	SRV	LGAs WHG PCPs WVAS RSAs BADAC	Short

Short 1 – 2 years | Medium 3 – 5 years | Long 6 – 10 years



Activating places and spaces

Strategic Actions	Lead Agency	Partner Agencies	Timeline
Create awareness of existing physical activity opportunities and recreation possibilities across the region	RSAs	PCPs, LGAs	Ongoing
With and through sport and active recreation partners including Regional and State Sporting Associations and Organisations increase physical activity opportunities and the diversity of recreation possibilities across the region	RSAs	LGAs	Ongoing
Coordinate engagement and local activity in Premier's Active April across the region to focus and align limited resource and maximise outcomes	PCPs	SRV, LGAs, RSAs	Ongoing
Develop a diversity of membership and programming opportunities in Council owned Leisure and Aquatic Facilities addressing key barriers to participation	LGAs	PCPs, RSAs	Short
In partnership with State and Regional Sporting Associations strengthen pathway development of regional athletes and increase the quality of coaching across the region to enable athletes to realise their potential	WVAS	LGAs, SRV	Short
Develop a regional partnership approach to attracting a suite of significant sport and active recreation events and programming leveraging from signature and high-profile events building on the unique value proposition of each local government area and spreading the social and economic outcomes across the region	LGAs	SRV	Short
Embed Premier's Active April across the region as a recognised tool in a suite of health promotion opportunities to provide a progress measure of outcomes in increasing physical activity and uptake of local recreation possibilities	PCPs	SRV, LGAs, RSAs	Short
In the development of participation opportunities and recreation possibilities actively support and enable increased participation of Aboriginal and Torres Strait Islander Victorians	BADAC	SRV, LGAs, RSAs	Short
Support the development and provision of non-organised and unstructured physical activity through both traditional and non-traditional partners such as walking, cycling and active transport	LGAs	PCPs, RSAs	Short
Create flexible and innovative participation options with consideration of state, national and international emerging trends	RSAs	LGAs	Medium
Facilitate or provide affordable participation and active recreation options	RSAs	LGAs	Medium
Build inclusion and access for all abilities into the suite of physical activity and recreation possibilities across the region based on the concept and principles of Universal Design	RSAs	LGAs, PCPs, WHG	Medium

Short 1 – 2 years | **Medium** 3 – 5 years | **Long** 6 – 10 years



Creating quality spaces and places

Strategic Actions	Lead Agency	Partner Agencies	Timeline
Plan and invest in active open space and quality physical activity environments (natural and built) that inspires the health and well-being of communities	LGAs	SRV, PCPs	Ongoing
Invest in infrastructure that enables active recreation and supports the provision of non-organised and unstructured physical activity	LGAs	SRV, PCPs	Ongoing
Invest in a network of complementary strategic, regional and local community sport and active recreation infrastructure with consideration of regional strategic planning, inter-municipal linkages, state-wide sport infrastructure standards and facilities planning undertaken by State Sporting Associations	LGAs	SRV, RSAs	Ongoing
Continue investment in community sport and active recreation infrastructure that enables female participation and provides equity of programming opportunities	LGAs	SRV, WHG	Ongoing
Plan for equitable access to spaces and places based on the concept and principles of Universal Design	LGAs		Ongoing
Incorporate Environmental Sustainable Design into the development of all community sport and active recreation infrastructure including implementing priorities of Integrated Water Management Plans	LGAs	SRV	Ongoing
Increase the capacity of existing sport and active recreation infrastructure including collaboration with schools, service providers, facility manager and community organisations to unlock local sport and active recreation assets	LGAs	SRV, PCPs	Ongoing
Identify and leverage new sources of investment in the development of quality community infrastructure including exploration of philanthropic and private partnerships to increase capacity of the region to meet community sport and recreation infrastructure demand and aspirations	LGAs	SRV	Ongoing
Encourage local investment and decision-making based on liveability factors including active living and well being	LGAs	SRV, PCPs	Short
Take a partnership-based approach with and through Sport and Recreation Victoria in the development of the pipeline of community sport and active recreation infrastructure projects and funding strategies to maximise outcomes and increase investment	LGAs	SRV	Short
Ensure complementary investment into activating spaces and places through alignment of existing and provision or facilitation of increased resources into programming to leverage collective impact	LGAs	SRV, RSAs, PCPs	Medium
Provide quality and innovative spaces and places that create a healthy environment to support and inspire the health and wellbeing of communities including the development and implementation of healthy eating policies that follow the Healthy Choices Guidelines	LGAs	PCPs, RSAs	Medium

Short 1 – 2 years | **Medium** 3 – 5 years | **Long** 6 – 10 years

Community cohesion through sport and active recreation



Strategic Actions	Lead Agency	Partner Agencies	Timeline
In partnership with key regional and state stakeholders encourage membership of local sport and active recreation clubs and organisations to foster community connection including participation (physical activity) and volunteer engagement	RSAs	LGAs PCPs	Ongoing
Foster a regional approach to increasing awareness of and utilising Member Protection Resources across the regional sport sector to ensure all people associated with a sport organisation or association can participate in an environment free from inappropriate behaviours such as harassment, discrimination or abuse	RSAs	LGAs	Ongoing
In response to an ageing population across the region optimise physical activity and recreation possibilities for health, well-being, participation and security to enhance quality of life as people age	LGAs	PCPs RSAs BADAC WHG	Ongoing
In partnership with the Aboriginal Community in the region develop Culturally Safe Spaces (built environments, places, areas, groups, dialogues) that positively and proactively acknowledge, accept and support inclusion, progress reconciliation and contribute to state and national efforts to 'Close the Gap'	BADAC	LGAs PCPs WHG	Short
Increase the awareness of gender equality and existing tools, resources and networks such as the Office for Women in Sport and the Female Friendly Sport Infrastructure Guidelines, Women's Health Grampians CORE Alliance and Act@Play	WHG	RSAs PCPs	Short
Explore opportunities to develop local and regional public policy environments that leverage community cohesion outcomes such as social inclusion, health, well-being and gender equality through sport and active recreation	LGAs	RSAs PCPs WHG BADAC	Medium

Short 1 – 2 years | Medium 3 – 5 years | Long 6 – 10 years



Ararat Rural City Council

Infrastructure Priority Projects Detail

Ararat Hills Mountain Bike Park

The Grampians Region Cycling Masterplan identifies Ararat Hills Mountain Bike Park as a high regional priority with the goal to establish the Grampians region as a premier tourist destination for cycling and trail experiences.

The Ararat Hills is regional park on the northern border of Ararat, currently used for informal mountain biking. This project will create 60km of new and improved trails, trailhead facilities, signage and linkages to Ararat, attracting both local and regional participation.

Strategic Alignment

› Council Plan 2017 – 21

Status: Planning

Total Project Cost: \$2.74 million

Existing Commitments: \$400,000

Financial Ask: \$2.34 million

Ararat Fitness Centre

The Ararat Fitness Centre currently has over 120,000 users per year and is requiring an update. Ararat Rural City Council have this year brought the management of the facility back in house to assist in providing further programming, and over all operational cost savings. This project will look at improving the accessibility for patrons, add new aquatic facilities and relocate the facility entrance. It will also create new group fitness spaces and allow for a 24 hr gym access into the future.

Strategic Alignment

› Council Plan 2017 – 21

Status: Concept stage

Total Project Cost: \$2.4 million

Existing Commitments: TBC

Financial Ask: TBC

Gordon Street Recreation Reserve

The Gordon Street Recreation Reserve consists of a football oval, non-compliant change facility and unused hockey fields. It currently hosts two cricket teams and the Ararat Storm women's AFL club. This project will look to update "the existing amenities as well as incorporate new facilities and develop a rectangular field to service soccer and rugby to further engage in that space.

Strategic Alignment

› Council Plan 2017 – 21

Status: Concept stage

Total Project Cost: \$1.1 million

Existing Commitments: TBC

Financial Ask: TBC



City of Ballarat
Infrastructure Priority Projects Detail

Regional Hockey Facility Project

Development of a new Hockey Regional Facility addressing Council's local and regional needs for the sport of hockey filling the current gap in facility provision for Hockey at the community club level to elite.

Strategic Alignment

- › Active Ballarat Strategy and action plan
- › Recreation Strategy 2014
- › Open Space Strategy 2008 - 2025
- › Council Plan 2017-2021
- › Municipal Public Health & Wellbeing Plan 2017 – 2021
- › Active Women and Girls Strategy 2018
- › Today, Tomorrow, Together: The Ballarat Strategy 2040

Status: Undertaking Feasibility Study

Total Project Cost: \$4 million

Existing Commitments: \$2 million

Financial Ask: \$2 million

Regional Tennis Facility Project

Redevelop the current Regional Tennis Facility. Redevelopment of the existing facility, review of court provision and replacement and improve infrastructure conditions to align with current standards benchmarking Tennis Victoria's Facilities Framework. The project will address the overall site layout, facility and court layout to include both hard court, clay and undercover options (Hotshots) as well as a potential show court.

Strategic Alignment

- › Active Ballarat Strategy and action plan
- › Recreation Strategy 2014
- › Council Plan 2017-2021
- › Municipal Public Health & Wellbeing Plan 2017 – 2021
- › Active Women and Girls Strategy 2018
- › Today, Tomorrow, Together: The Ballarat Strategy 2040
- › Tennis Victoria Strategy / Tennis Facilities Framework

Status: Undertaking internal planning a scoping with Local Tennis Group

Total Project Cost: \$3 million

Existing Commitments: \$1 million

Financial Ask: \$2 million

Regional Cricket Indoor Training Facility

A new Regional Cricket Indoor Training Facility will deliver a new five lane indoor facility designed for high performance cricket development and indoor cricket training. The new facility will have change facilities, storage and additional linked outdoor training facilities.

Strategic Alignment

- › Active Ballarat Strategy and action plan
- › Recreation Strategy 2014
- › Council Plan 2017-2021
- › Municipal Public Health & Wellbeing Plan 2017 – 2021
- › Active Women and Girls Strategy 2018
- › Today, Tomorrow, Together: The Ballarat Strategy 2040
- › Cricket Victoria Infrastructure Strategy
- › Cricket Victoria Strategy 2017-2022

Status: Not commenced

Total Project Cost: \$3.5 million

Existing Commitments: \$1 million

Financial Ask: \$2.5 million

Regional Athletics Facility

The aim of the multi million project will be to create a facility that could cater for Country Victorian Championship and Metropolitan competitions and national-level athletics events. It will provide undercover spectator seating, and all-weather synthetic track and field surfaces and field event infrastructure meeting the International Association of Athletics Federation standards.

A community social/ club facility will be-purpose space for administration, a modern canteen that complies with today's standards, change rooms, amenities, and a secure storage area.

New perimeter fencing and access, car parking, landscaping, shade and seating will be built into the scope of the project.

Strategic Alignment

- › Active Ballarat Strategy and action plan
- › Recreation Strategy 2014
- › Council Plan 2017-2021
- › Municipal Public Health & Wellbeing Plan 2017 – 2021
- › Active Women and Girls Strategy 2018
- › Today, Tomorrow, Together: The Ballarat Strategy 2040
- › Athletics Victoria Strategy 2019-2012 – Review

Status: Not commenced

Total Project Cost: \$6 million

Existing Commitments: \$1.9 million

Financial Ask: \$4.3 million

Regional Cycling Facility

Purpose build criterium track and associated facilities and cycling infrastructure.

Strategic Alignment

- › Recreation Strategy 2014
- › Active Ballarat Strategy and action plan
- › Council Plan 2017-2021
- › Municipal Public Health & Wellbeing Plan 2017 – 2021
- › Active Women and Girls Strategy 2018
- › Today, Tomorrow, Together: The Ballarat Strategy 2040
- › Victoria Cycling Strategy 2018-2028 – Review
- › Victoria Cycling Facilities Strategy 2018-2028 – Review

Status: Planning

Total Project Cost: \$3 million

Existing Commitments: \$1 million

Financial Ask: \$2 million

Miners Rest – New Major Sporting Reserve

Development of a Major Regional Sporting Precinct to include potential sporting infrastructure for football, soccer and netball.

Facility infrastructure including a Community facility with social and change community accessible toilets. Other critical elements being passive recreation open space, play equipment and associated car parking and access roads and pedestrian connections and ground and security lighting.

Strategic Alignment

- › Recreation Strategy 2014
- › Active Ballarat Strategy and action plan
- › Tween & Teen Strategy plan
- › Open Space Strategy
- › Play space Policy and Planning Framework
- › Council Plan 2017-2021
- › Municipal Public Health & Wellbeing Plan 2017 – 2021
- › Active Women and Girls Strategy 2018
- › Today, Tomorrow, Together: The Ballarat Strategy 2040
- › Miners Rest Town Place Plan

Status: Not Commenced

Total Project Cost:: TBC

Existing Commitments: TBC

Financial Ask: TBC

Regional Skate Park

Delivery of a regional level skate park with approximately 1000- 1500m2, strategically located to service the whole Shire, tourists and visitors. Capable of hosting competitions. Enables skill development from beginner to advance plus further recreation provision (e.g. bouldering, climbing, kick about, basketball play space).

Strategic Alignment

- › Recreation Strategy 2014
- › Active Ballarat Strategy and action plan
- › Tween & Teen Strategy plan
- › Open Space Strategy
- › Play space Policy and Planning Framework
- › Council Plan 2017-2021
- › Municipal Public Health & Wellbeing Plan 2017 – 2021
- › Active Women and Girls Strategy 2018
- › Today, Tomorrow, Together: The Ballarat Strategy 2040

Status: Not Commenced

Total Project Cost:\$2 million

Existing Commitments: \$1 million

Financial Ask: \$1 million

Golden Plains Shire Council

Infrastructure Priority Projects Detail



Inverleigh Change Room Upgrade

This project delivers the refurbishment of existing dated change rooms and construction of additional new unisex change rooms compliant with AFL Victoria 'local level' facility guidelines to service both ovals and create a female friendly environment. The scope includes:

- › Home and Away change rooms
- › Players' toilet/showers
- › Medical room
- › Storage space
- › Umpire room
- › Cleaners room
- › Landscaping
- › Connecting paths and paving.

Strategic Alignment

- › Recreation Strategy 2015-2019
- › Inverleigh Sporting Complex Masterplan
- › AFL Victoria – Growing the Heartland
- › G21/AFL Barwon Regional Football Strategy

Status: Concept designs underway
Total Project Cost: \$1.138 million
Existing Commitments: \$136,000
Financial Ask: \$1.02 million

Bannockburn Soccer Facility

This project will deliver the construction of new female friendly change rooms with accompanying storage, first aid and referee's rooms, and spectator toilets at the Bannockburn Soccer Pavilion. The project also includes new pitch lighting and associated fencing to service the recently completed second soccer pitch at the Bannockburn Recreation Precinct.

Strategic Alignment

- › Recreation Strategy 2015-2019
- › Bannockburn Recreation Precinct Masterplan
- › G21 Regional Soccer strategy

Status: Project shovel ready and seeking funding for delivery
Total Project Cost: \$1.285 million
Existing Commitments: \$832,000
Financial Ask: \$453,000.

Bannockburn Skate Park Upgrade

This project will upgrade the existing Bannockburn Skate Park to a much needed regional skate facility that meets the needs of a rapidly growing community now and into the future.

The project will see expansion of the skate element infrastructure addressing issues associated with over use and limited and suitable skate elements for users of all ages and abilities.

Strategic Alignment

- › Recreation Strategy 2015-2019
- › Bannockburn Victoria Park Masterplan

Status: Concept designs and costings prepared
Total Project Cost: \$265,000
Existing Commitments: Nil
Financial Ask: \$265,000

Linton Cricket Net Upgrade

This project will see construction of a brand new three bay cricket training nets facility on a synthetic surface at Linton Recreation Reserve, replacing the old two bay nets that have been assessed as unusable and require disposal.

Strategic Alignment

- › Recreation Strategy 2015-2019
- › Linton Recreation Reserve Masterplan

Status: Project shovel ready and seeking funding for delivery
Total Project Cost: \$202,550
Existing Commitments: \$102,500
Financial Ask: \$100,000

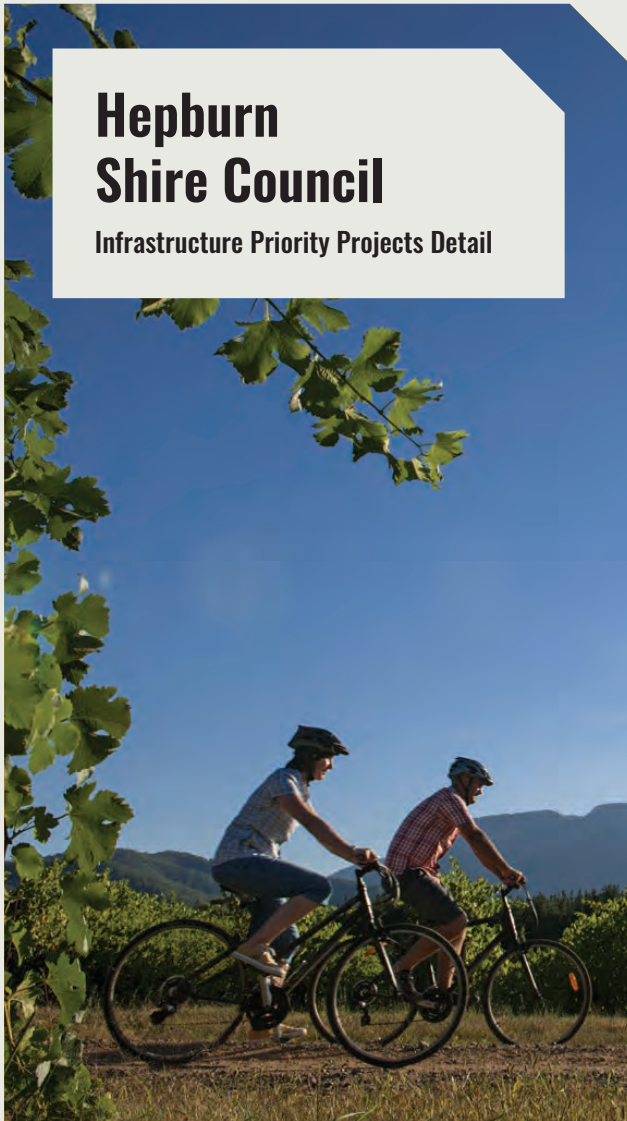
Living Moorabool Trail

The Living Moorabool Trail project is a visionary project that will connect Ballarat to Geelong along the Moorabool River, and further to the mouth of the Barwon River via a series of trails suitable for people of all abilities and interests.

Strategic Alignment

- › G21 Geelong Region Alliance 2018 Priority Projects
- › Council Plan and Strategic Resource Plan 2017-2021

Status: Concept stage
Total Project Cost: TBC
Existing Commitments: TBC
Financial Ask: TBC



**Hepburn
Shire Council**
Infrastructure Priority Projects Detail

Doug Lindsay Masterplan Implementation

The Doug Lindsay Recreation Reserve is an active recreation reserve accommodating community club based Australian Rules Football, Netball, Soccer and Lawn Bowls activities; and informal community active recreation opportunities. The Masterplan aims to increase and diversify the use and enjoyment of the reserve and ensure appropriate infrastructure is provided to support a healthy, active, engaged and safe community. The Masterplan forms the basis for staging of the works, informing future budget considerations and external funding opportunities.

Strategic Alignment:

- › Council Plan 2017-21
- › Recreation & Open Space Strategy

Status: Masterplan at draft stage

Total Project Cost: A Masterplan priorities and cost plan is in development to reflect community needs and outcomes.

Existing Commitments: TBC

Financial Ask: TBC

Walking & Cycling Strategy Implementation

Implementation of various walking and cycling infrastructure projects identified in this Strategy that will improve community health and wellbeing, economic prosperity and environmental sustainability.

Strategic Alignment:

- › Council Plan 2017-21
- › Recreation & Open Space Strategy

Status: Various projects completed. Some priority projects yet to be funded and implemented.

Total Project Cost: TBC

Existing Commitments: TBC

Financial Ask: TBC

Hammon Park Trail Head – Bike Park and Recreation Facility (Gateway to Creswick Trails)

The Hammon Park Masterplan provides a structure as to how the site would best accommodate the various features that would make up the Trail Head Bike & Recreation Facility.

- | | |
|---------------------|-------------------------|
| These include: | › Safety track |
| › Carparking | › BBQ/picnic |
| › Trail-head | › Nature playground |
| › Spectator viewing | › Pedestrian connection |
| › Pump track | › Swale/drainage |
| › Jump lines | › Open grass areas |
| › Skills area | › Vegetation |
| › Bike playground | |

Strategic Alignment

- › Council Plan 2017-2021
- › Draft Hammon Park Trail Head Masterplan
- › Walking and Cycling Strategy 2011.

Status: Final stage of Master Plan development

Total Project Cost: \$1.3 – \$1.8 million

Existing Commitments: STBC

Financial Ask: STBC

Daylesford Spa Country Railway

Extension to the existing tourism product on offer by the Spa Country Railway which operates a vintage train service between Daylesford and Bullarto. The project will see an extended service to Trentham and will include the development of tourist products in Trentham such as walking and cycling trails and introduction of a new 'Spa Country Sleeper' train service. The rail extension would also provide an alternate form of transport for communities along the train lines into the main town of Daylesford.

Strategic Alignment:

- › Recreation and Open Space Strategy
- › Walking & Cycling Strategy 2011

Status: Planning Phase

Total Project Cost: \$15M

Existing Commitments: STBC

Financial Ask: STBC

Daylesford to Macedon Rail Trail

Collaboration between the Hepburn and Macedon Shires to develop a universal access designed shared use rail trail between Daylesford and Mt Macedon. The project will develop a recreational travel link to showcase the area's rural landscapes, towns and heritage and to further improve active healthy lifestyle opportunities for residents and visitors.

Strategic Alignment

- › Council Plan 2017-2021
- › Recreation and Open Space Strategy
- › Macedon Shire Council Plan 2017 – 2021
- › Macedon Shire Recreation Strategy
- › Lodden Campaspe Regionally Significant Trails Strategy
- › Transport for Victoria (Active Transport Aust)
- › Victoria's Regional Statement

Status: Planning phase

Total Project Cost: \$16 - \$20 million

Existing Commitments: STBC

Financial Ask: STBC

Glenlyon Recreation Reserve Community Pavilion Redevelopment

The Glenlyon Recreation Reserve is a prominent public open space offering participation in both structured and unstructured recreation opportunities such as equestrian, field and game, wood chop and classic car activities. In addition, the reserve is popular for conducting events, camping, dog walking and other free play activities.

The redevelopment will improve the pavilion's capacity to accommodate the reserve's activities, provide a welcoming and inclusive space through universal access and gender equity design features.

Strategic Alignment

- › Council Plan 2017-2021
- › Recreation and Open Space Strategy

Status: Planning phase

Total Project Cost: \$910,000

Existing Commitments: \$660,000

Financial Ask: \$250,000

Trentham Recreation Reserve Pavilion Redevelopment

The overarching principle of the proposed pavilion redevelopment project is to deliver high quality and relevant community infrastructure that can service the operations and diversify participation opportunities associated with the Reserve's tenant sports clubs and the local community.

Strategic Alignment

- › Council Plan 2017-2021
- › Recreation and Open Space Strategy

Status: Planning phase

Total Project Cost: \$1.7 million

Existing Commitments: \$1.45 million

Financial Ask: \$250,000

Clunes Recreation Reserve Masterplan Implementation

The overarching aim of the Clunes Recreation Reserve Masterplan Implementation is to deliver high quality and relevant community infrastructure and activation priorities that can service the operations and diversify participation opportunities associated with the Reserve's tenant sports clubs and the local community.

Strategic Alignment

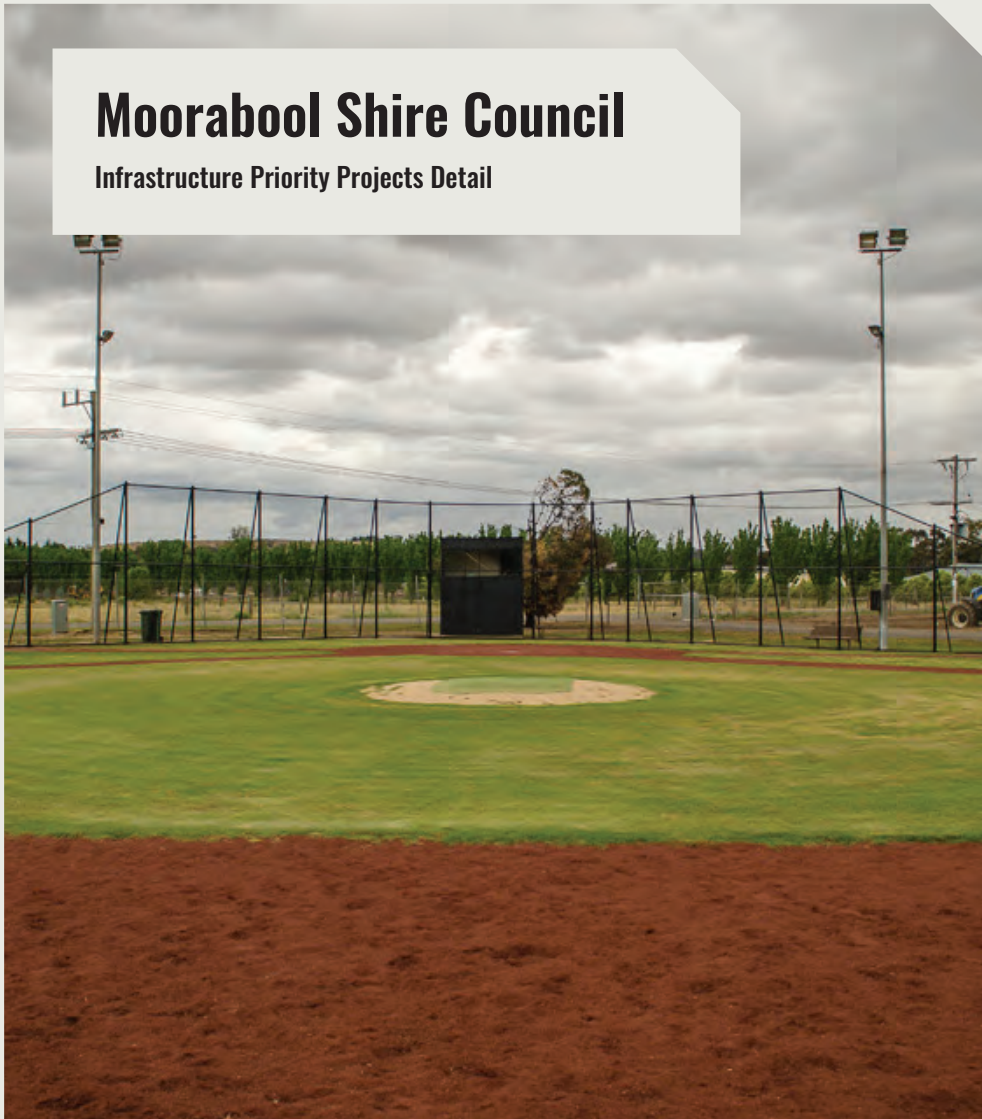
- › Council Plan 2017-2021
- › Recreation and Open Space Strategy

Status: Masterplan development phase

Total Project Cost: STBC

Existing Commitments: STBC

Financial Ask: STBC



Moorabool Shire Council
Infrastructure Priority Projects Detail

Bacchus March Indoor Sports Facilities

Indoor sports courts within Bacchus Marsh and surrounds are currently at capacity with many sports seeking more space and/or greater access and court time. This trend is likely to continue as Moorabool's population increases.

Stage 1 of this project will be construction of a four-court indoor sports stadium. Stage 2 of this project is the provision of an indoor aquatic centre.

Strategic Alignment

- › Council Plan 2017-2021
- › Recreation and Leisure Strategy 2015- 2021
- › Moorabool 2041
- › Indoor Recreation Feasibility Study 2018
- › Community Infrastructure Framework

Status: Design stage

Stage 1

Total Project Cost: \$14 million

Existing Commitments: \$12 million

Financial Ask: \$2 million

Stage 2

Total project cost: \$31 million

Existing Commitments: \$11 million

Financial Ask: \$20 million

Bacchus March Regional Community Sports Hub – Stage 2

To meet the needs of a rapidly growing community, the Bacchus Marsh Regional Community Sports Hub will feature two permanent soccer pitches, an AFL oval, central cricket pitch, a multipurpose pavilion, entrance roads and carparks and associated site works. The playspace and walking paths in the open space areas will provide active recreation opportunities for the wider community. The new facility will provide facilities for sports such as soccer, BMX and equestrian that are particularly challenged in the region.

Strategic Alignment

- › Council Plan 2017-2021
- › Municipal Public Health and Wellbeing Plan 2017-2021
- › Recreation and Leisure Strategy 2015- 2021
- › Bacchus Marsh Racecourse Recreation Reserve Active Sports Precinct Master Plan
- › Moorabool 2041

Status: Design stage

Total Project Cost: \$9.65 million

Existing Commitments: \$3 million

Financial Ask: \$6.65 million

Bald Hill Regional Park

The Bald Hill Regional Park and Activity Hub will provide active and passive recreation servicing the local community and attract visitors from Melbourne, wider regional Victoria and interstate.

Activating of the Bald Hill Reserve will greatly encourage resident and visitor participation in recreation and drive economic growth to Bacchus Marsh through destination land uses such as a Gravity Mountain Bike Park, all accessibility sculpture trail, lookouts and 1000+ steps concept.

Strategic Alignment

- › Council Plan 2017-2021
- › Municipal Public Health and Wellbeing Plan 2017-2021
- › Moorabool Hike and Bike Strategy
- › Bacchus Marsh Urban Growth Framework
- › Bacchus Marsh and Ballan Open Space Framework

Status: Master planning stage
Total Project Cost: \$12.9 million
Existing Commitments: \$2.1 million
Financial Ask: \$10.8 million

Splash Parks Development

Mill Park in Ballan and Peppertree Park in Bacchus Marsh are community spaces situated within close proximity to Moorabool’s two outdoor pools. The addition of these elements will activate each space and provide for the families in these growing communities.

Strategic Alignment

- › Council Plan 2017-2021
- › Municipal Public Health and Wellbeing Plan 2017-2021
- › Recreation and Leisure Strategy 2015-2021
- › Splashparks Feasibility Study Bacchus Marsh

Status: Design Stage
Total Project Cost: \$1.5 million
Existing Commitments: \$0.5 million
Financial Ask: \$1 million

Active Sports Facilities Upgrades

Moorabool’s need for facilities continues to expand to support participation growth and the changing profile of participation across all sports in the municipality. This project will increase the capacity of grounds and upgrade facilities that welcome all participants. The oval upgrades include

- › Maddingley Park › Gordon
- › Darley Park › Springbank
- › Darley Civic Hub › Bungaree
- › Masons Lane › Dunnstown Reserves.
- › Ballan

Female Friendly Facilities improvements include upgrade of Dunnstown Recreation Reserve pavilion and netball court resurfacing for

- › Bungaree › Maddingley
- › Gordon › Wallace

Strategic Alignment

- › Council Plan 2017-2021
- › Municipal Public Health and Wellbeing Plan 2017-2021
- › Recreation and Leisure Strategy 2015-2021

Status: Planning Phase
Total Project Cost: \$9.25 million
Existing Commitments: \$0.25 million
Financial Ask: \$9 million

Darley Park Pavilion

Development of the pavilion at the Darley Park Recreation Reserve will provide a multi purpose, female friendly facility which will ensure clubs with growing female participation are able to use safe and accessible amenities. Having a pavilion that can cater to all user groups, regardless of ability or gender, will allow usage of the reserve to be maximised.

Strategic Alignment

- › Council Plan 2017-2021
- › Municipal Public Health and Wellbeing Plan 2017-2021
- › Recreation and Leisure Strategy 2015-2021
- › Moorabool 2041
- › Community Infrastructure Framework

Status: Planning Phase
Total Project Cost: \$4.5 million
Existing Commitments: \$1 million
Financial Ask: \$3.5 million

AquaLink: Two Rivers Park

The AquaLink: Two Rivers Park will provide open space and a dedicated pedestrian and cycling connection through the township of Bacchus Marsh, between the iconic Lerderberg and the Werribee Rivers.

The connection will increase access for local residents current lacking access to open space within 400m of their home. The connection has also been identified by VicRoads as the preferred Strategic Cycling Corridor for Bacchus Marsh to support the shift from car dependent trips within the town to more walking and cycling journeys.

Strategic Alignment

- › Council Plan 2017-2021
- › Municipal Public Health and Wellbeing Plan 2017-2021
- › Bacchus Marsh Integrated Transport Strategy
- › Moorabool Hike and Bike Strategy
- › Bacchus Marsh Urban Growth Framework
- › Bacchus Marsh & Ballan Open Space Framework
- › Community Infrastructure Framework

Status: Concept stage
Total Project Cost: \$4.5 million
Existing Commitments: \$200,000
Financial Ask: \$4.3 million

Northern Grampians Shire Council

Infrastructure Priority Projects Detail



Stawell Sports and Aquatic Centre

Project to deliver outcomes of the feasibility study to include key participation initiatives such as aquatic facility upgrade, accessibility improvements, female friendly and unisex changerooms and amenities, dry sports facility upgrades, reception and engagement space development and relocation for a modern accessible facility.

Strategic Alignment

- › Council Plan 2017/21
- › Municipal Health and Wellbeing Plan 2017/21
- › Open Space Sport and Recreation Strategy 2013/22

Status: Feasibility Study currently being developed for Council endorsement due by September 2020

Total Project Cost: <\$10 million

Existing Commitments: \$1.175 million

Financial Ask: \$7 million

North Park Netball Courts Development

Remove existing courts with structural faults and reconstruct the subsurface with concrete and playing surface including an upgrade to Rebound Ace for longer term sustainability. The courts will also be relocated adjacent to the new clubroom facility and aligned north south orientation.

Strategic Alignment

- › Council Plan 2017/21
- › Municipal Health and Wellbeing Plan 2017/21
- › Open Space Sport and Recreation Strategy 2013/22
- › NGSC Netball Strategy 2017

Status: Shovel ready subject to funding

Total Project Cost: \$800,000

Existing Commitments: \$300,000

Financial Ask: \$500,000

Central Park Sports Redevelopment

Remove existing court with structural faults and reconstruct two courts with concrete substructure and playing surface including an upgrade to Rebound Ace for longer term sustainability.

Female friendly change rooms/amenities and clubroom development for women's football, athletics and netball.

Road realignment to facilitate project development.

Strategic Alignment

- › Council Plan 2017/21
- › Municipal Health and Wellbeing Plan 2017/21
- › Open Space Sport and Recreation Strategy 2013/22
- › NGSC Netball Strategy 2017
- › Stawell Parks Precinct Plan 2019/28

Status: Outcome of Stawell Parks Precinct Plan 2019/28 with concept designs due 2020/21

Total Project Cost: \$2 million

Existing Commitments: \$345,000

Financial Ask: \$1 million

Lord Nelson Park Oval Lighting and Surface Upgrade

The project will deliver training compliant lighting for AFL and Hockey located on the oval reserve within the harness track facility. The project will also provide for an upgraded oval surface that will be drought tolerant.

Strategic Alignment

- › Council Plan 2017/21
- › Municipal Health and Wellbeing Plan 2017/21
- › Open Space Sport and Recreation Strategy 2013/22
- › Lord Nelson Park Precinct Plan 2015/24

Status: Planning

Total Project Cost: \$300,000

Existing Commitments: \$100,000

Financial Ask: \$200,000

Great Western Football Netball Clubrooms and Oval Lighting

Project will deliver female friendly changerooms/amenities and social space to support the newly developed netball court and lighting upgrade. The project will also upgrade the current inadequate football oval lighting to a training standard.

Strategic Alignment

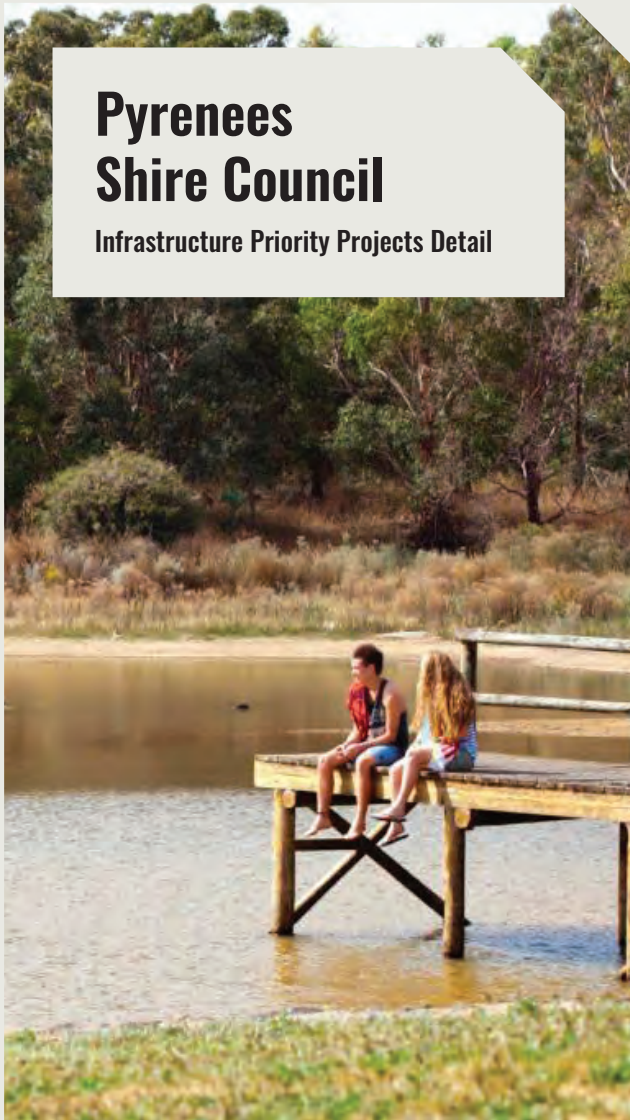
- › Council Plan 2017/21
- › Municipal Health and Wellbeing Plan 2017/21
- › Open Space Sport and Recreation Strategy 2013/22
- › Great Western Public Park and Garden Reserve Master Plan 2018/28
- › NGSC Netball Strategy 2017

Status: Master plan completed and concept designs to be developed.

Total Project Cost: \$750,000

Existing Commitments: \$80,000

Financial Ask: \$500,000



**Pyrenees
Shire Council**
Infrastructure Priority Projects Detail

Master Planning Beaufort and Goldfields Recreation Reserve

Develop a new master plan for Goldfields Recreation Reserve, Beaufort and also undertake future planning/feasibility study for the provision of additional recreation facilities for Beaufort.

Strategic Alignment

- › Recreation Strategy 2017-2027

Status: Not Commenced
Total Project Cost: \$120,000
Financial Ask: TBC

Beaufort Walkability Stage 2

Continue to roll out the identified priority walking infrastructure projects as identified in the Beaufort Walkability Study.

Strategic Alignment

- › Beaufort Walkability Study
- › Recreation Strategy 2017-2027

Status: Not Commenced
Total Project Cost: \$500,000
Financial Ask: TBC

Sportsground Floodlighting

Installation of floodlighting compliant to Australian Standards for Football training at the following:

- › Goldfields Recreation Reserve (Beaufort)
- › Carngham Recreation Reserve
- › Waubra Recreation Reserve
- › Lexton Recreation Reserve

Strategic Alignment

- › Recreation Strategy 2017-2027

Status: Not Commenced
Total Project Cost: \$1,400,000
Financial Ask: TBC

Pyrenees Accessible Pools

Upgrade changerooms and accessibility including upgrades to existing facilities, construction of disabled changerooms and disabled accessibility into swimming pools and entrances.

Strategic Alignment

- › Recreation Strategy 2017-2027

Status: Not Commenced
Total Project Cost: \$800,000
Financial Ask: TBC

Mountain Bike Trail Development

Development of Mountain Bike trails across the Shire. This will include on ground works as well as development of a feasibility study, concepts and implementation of on ground works.

Strategic Alignment

- › Recreation Strategy 2017-2027
- › 2020 Economic Development Strategy

Status: Not Commenced
Total Project Cost: \$800,000
Financial Ask: TBC





10.6. BALLARAT CRICKET ASSOCIATION STRATEGIC PARTNERSHIP

Division: Development and Growth
Director: James Guy
Author/Position: Mark Patterson - Executive Manager Recreation Services

OFFICER RECOMMENDATION

Council resolves to:

- 1. Acknowledge the significant value of the contribution the Ballarat Cricket Association (BCA) and its member clubs will be making through this agreement by taking on responsibility for preparing the turf cricket pitches and providing the maintenance of hard wickets across the municipality. The total estimated forecast savings in the annual pitch preparation program alone is \$171,500.**
- 2. Acknowledge the good will and cooperation that the BCA executive has brought to negotiations across a broad spectrum of issues that has enabled this new operating agreement and strategic partnership to be developed and considered.**
- 3. Approve a five-year strategic partnership between the City of Ballarat and the BCA valued at \$100,000 per year, commencing in the 2020/21 financial year which will deliver a series of junior development, player pathway, cricket for people with disabilities and women's cricket programs across Ballarat.**

EXECUTIVE SUMMARY

City of Ballarat (CoB) officers have been working closely with the Ballarat Cricket Association (BCA) over the past eight months to consider how the two organisations can more effectively work in the future to achieve shared goals.

The BCA represents more than 1,730 players, has been in existence for more than 155 years, and represents one of the strongest most sustainable sporting programs in Ballarat. Cricket plays an integral role in the sporting fabric and culture of the City.

The process of reviewing the existing operational relationship between the CoB and the BCA was undertaken with a focus on developing solutions together. The proposal saves Council money and recommends the establishment of an unprecedented strategic partnership due to the BCA's significant investment. It is structured in a way that the savings fund the strategic partnership that enables the BCA to invest in the future development of cricket. The direct savings are made possible by the commitment of the BCA and its member clubs to invest time and effort into preparing turf pitches, a role historically only undertaken by paid CoB staff.

The key benefits that will be delivered by the strategic partnership will be as follows:

- An increase in junior participation;
- Enhanced programs and fixtures for female cricketers;
- The provision of more opportunities for cricketers of all abilities; and
- The development of improved pathways and future opportunities for senior and junior cricketers where they can follow their individual high-performance dreams.

The total estimated forecast saving in the annual pitch preparation program is \$171,500. In addition to offsetting the strategic partnership's financial impact on Council these savings will

also enable CoB to re-allocate resources of its grounds staff to some of the new and recently upgraded sporting facilities without employing additional staff.

The savings are an important justification for the implementation of the first strategic partnership between CoB and the BCA that will support the ongoing growth and sustainability of cricket in Ballarat. A win / win for both organisations and possibly a forerunner to future partnerships between sporting bodies and Council in the future.

RATIONALE

This report provides the context and rationale for the establishment of a unique strategic partnership between the Ballarat Cricket Association (BCA) and the City of Ballarat. (CoB)

Historically there has been a strong partnership between cricket and Council, primarily established through Council's commitment to providing high quality playing facilities for Ballarat's cricketers. While this relationship has been successful, some inequities have evolved which this agreement can resolve. This proposal resolves the inequities between clubs and establishes an innovative program to support the future growth, development and sustainability of cricket in Ballarat.

The CoB currently facilitates the provision of five turf wickets for senior cricket whilst two clubs (Mt. Clear CC and East Ballarat CC) currently prepare their own turf wickets at the direct cost of each club. There is an historic basis for why this situation exists, however it does cause inequities as the costs to these clubs is not replicated for every club. It should also be noted that the BCA pays the CoB a nominal fee of about \$11,000 per year that goes towards turf wicket preparation.

The BCA continues to be responsible for the maintenance of hard wickets across the municipality which is part of an historic agreement. It should be acknowledged that the estimated value of this in kind and practical support is approximately \$93,000 per year which is fully met by cricket.

It was initially these inequities that prompted discussions between the BCA and the CoB officers from the Sport and Active Living (SAL) business unit and which have culminated in the development of the proposal presented in this report.

It should also be noted that the proposed program which requires cricket clubs to maintain turf wickets is a common practice across the sport throughout Victoria. The proposed arrangements benchmark well against examples explored, specifically the arrangements that apply in the City of Greater Geelong.

During discussions which commenced in late 2019 clear parameters and objectives were agreed to frame negotiations to ensure that any final agreement maximized the outcomes for both parties. The key negotiating boundaries were as follows;

- An acknowledgement that any agreement should resolve inequities between clubs;
- That there should be a focus on achieving outcomes that could reduce costs, noting the existence of the rate capping policy and then later in negotiations noting the impact of the Covid 19 pandemic; and
- That any outcome should share the benefits derived fairly between the two parties in the interests of increasing participation in cricket and the sustainability of clubs.

In addition to resolving inequities between clubs, the BCA was also interested in exploring how this agreement could improve access to turf cricket wickets earlier in their season and how the BCA – through its executive strategy committee - could advise and assist CoB to prioritise and develop future capital investment strategies for the sport. Such an approach will ensure that a broader sport wide strategic approach to investment is implemented in preference to a club lead “self-interest” driven approach. Each of these strategic objectives will be included in the proposed strategic partnership. This philosophy is supported by CoB officers. It is an approach that is consistent with similar facilities investment strategies that operate within other community sports such as AFL Goldfields.

As discussions evolved so did the opportunities to consider the entire relationship between the sport and Council and how broader objectives could be met and this is why the strategic partnership is crucial to the overall agreement.

Key outcomes

The key agreements reached between City of Ballarat officers and the BCA which form part of the new way of working include:

- The BCA, through its clubs will be responsible for the preparation and maintenance of all turf wickets across the municipality throughout the season. This will be achieved under a management plan and the initial guidance of CoB grounds staff. The total cost savings to CoB estimated at \$171,500 per year;
- The CoB will continue to be responsible for preparation and maintenance of the regional cricket hub facility turf wickets at Eastern Oval. This is the host venue for national level cricket (WBBL), regional championships and BCA finals matches;
- This new arrangement will enable the CoB to implement a process to re-allocate grounds staff resources to some of the new and upgraded facilities across the municipality without increasing staffing requirements;
- A five-year strategic partnership with the BCA to the value of \$100,000 p.a. would deliver specific development outcomes for the sport and delivery of CoB objectives for increasing participation with a focus on women and girls and broader inclusive participation in cricket; and
- Cricket venues would continue to be considered in the future SAL core capital investment program – subject to annual budget approvals – for capital improvement projects as prioritised by the BCA executive in conjunction with SAL planners.

The Strategic Partnership Application

The full application for a strategic partnership is attached to this report separately however in summary the core components of the partnership will deliver the following program outcomes:

- Cost savings to CoB through the BCA’s commitment to the preparation and maintenance of turf cricket facilities at each club venue – other than Eastern Oval.
- Equitable arrangements for all BCA clubs.

Implementation of the development programs will;

- Increase junior participation;
- Enhance programs and fixtures for female cricketers;
- Provide opportunities for cricketers of all abilities; and
- Provide a clear pathway and future opportunities for senior and junior cricketers to follow their individual high-performance dreams.

The specific programs that will deliver outcomes under each of the objectives listed above are fully outlined in the attached application.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- City of Ballarat Sport and Recreation Strategy 2014
- Ballarat is Active action plan 2019
- City of Ballarat Active Women and Girls Strategy 2018
- *Local Government Act 1989*
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/Cultural	Yes	Yes
Environmental/Sustainability	Yes	No
Economic	Yes	No
Financial/Resources	Yes	Yes
Risk Management	Yes	Yes
Implementation and Marketing	Yes	Yes
Evaluation and Review	Yes	Yes

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural – Cricket is an important component of the sporting fabric and culture of Ballarat. This project aims to improve and grow the participation rates in Ballarat and improve the viability and sustainability of the sport in Ballarat

Financial/Resources – The acceptance of this recommendation will result in cost savings of an estimated \$171,500 due to the BCA taking on responsibilities for turf wicket preparation and maintenance. There is a cost of \$100,000 for each year of the strategic partnership that will be funded through the strategic partnership budget.

Risk Management – There have been a number of risks identified throughout the process of developing this strategic partnership between the BCA and the CoB. The transition to BCA clubs maintaining turf wickets will need to initially be overseen by qualified staff of the CoB. Procedures and guidelines will be established, and all matters managed through a formal agreement between the BCA and the CoB. The strategic partnership also resolves a risk that some clubs were operating at a disadvantage in Ballarat. This inequitable circumstance has been resolved through this program. These arrangements should serve to also assist with the ongoing viability of cricket clubs across Ballarat.

Implementation and Marketing – The BCA and CoB will finalise an agreement to manage all of the matters regarding the preparation and maintenance of turf wickets that will include a role for CoB grounds personnel to monitor and mentor club personnel in the early stages of the plan. The strategic partnership will be managed through the standard CoB contract that will be drafted and executed between CoB and BCA. This will clearly articulate the objectives

of the partnership and the acquittal process that the BCA will be required to follow on an annual basis.

Evaluation and Review – An annual acquittal process will be established to ensure that all aspects of the strategic partnership are being achieved.

CONSULTATION

External

The negotiations regarding this proposal have been between the BCA executive representing all the clubs and players who play cricket across Ballarat and CoB Sport and Active Living officers.

Internal

The changes being recommended in this proposal impact several business units across the CoB. Accordingly, it has been crucial that these groups have been consulted during the process so that any issues could be carefully considered in designing the proposal. The key areas that have been consulted include;

- Fleet services;
- Grounds staff; and
- Risk and compliance

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- BCA application, incorporating a summary of its strategic plan

ATTACHMENTS

1. BCA Strategic Partnership Proposal JUNE 4 2020 [**10.6.1** - 5 pages]

BALLARAT CRICKET ASSOCIATION



STRATEGIC PARTNERSHIP PROPOSAL

Entity: BALLARAT CRICKET ASSOCIATION LTD

Address: 1 Ebdon Street (Eastern Oval)
Ballarat VIC 3350

Postal Address: PO Box 4N
North Ballarat VIC 3350

Website: www.ballaratcricket.com

Contact Persons: Rob Florence – President
Nathan Yates – Vice President
Peter LeLievre – Board Member

Primary Phone Number(s): Rob Florence 0412 178 842

Email contacts: Rob Florence president@ballaratcricket.com
Nathan Yates nathan.yates@austcommunitymedia.com.au
Peter LeLievre phantom1957@outlook.com

ABN: 69 004 282 955

Bank: Bendigo Bank
1302 Sturt Street West
BALLARAT VIC 3350

Structure: Ballarat Cricket Association is a Company Limited by Guarantee and is a Not-for-Profit organisation

Governance: The Ballarat Cricket Association is governed/managed by a Board of Directors consisting of 7 volunteer Directors. An employed Operations Officer is responsible for day-to-day management of the Association

Background to Proposal:

The Ballarat Cricket Association (BCA) has a proud history spanning beyond 155 years and has contributed significantly to the sporting culture of Ballarat over those years. The Association currently involves the participation of 750 Senior players on weekends within the 1st October to 31st March each year, and approx. 980 Junior players (including 125 girls) playing their games on Wednesday evenings, Friday evenings and Saturday mornings within the above time period.

The BCA acknowledges the support of the City of Ballarat in contributing to the facilities enabling the Association to play its games throughout the City of Ballarat. The grounds and facilities are maximised throughout the cricket season.

The Ballarat Cricket Association has developed a Strategic Plan that includes a number of strategies to attain its objectives of 6 key Pillars:

Structure – Apply appropriate governance procedures to ensure the long term viability of the BCA board. Ensure that the structure and format of the game is one that allows growth, considers the best interests of cricket and considers the needs of all stakeholders by providing pathways for clubs, juniors, elite and participation players.

Juniors – Recognising that for the long term future of our competition we need to have the structure, coaching and engagement aligned to build and maintain a vibrant inclusive competition.

Clubs – Fundamental is having strength within our Clubs, providing Clubs with the required tools, advice and guidance to support growth and succeed.

Community – Recognise that we are part of a greater community and have a responsibility to create and build relationships and partnerships with all stakeholders strengthening the position of Ballarat Cricket.

Brand – Understand and develop the brand of Ballarat cricket in line with community expectations, ensuring that we can create leverage, attract sponsorship and build revenue streams.

Financial Viability – Maintain financial viability of the BCA to underpin the future sustainability of the organisation.

Over recent months the BCA Board has reviewed its operations in light of its objectives, and also in light of changing circumstances within the cricket community both locally and nationally. Club sustainability is paramount within the BCA and an equitable cost structure for the Clubs within the BCA is critical, as is the delivery of relevant beneficial cricket programs and pathways. In light of these objectives and aims, the BCA seeks investment from the City of Ballarat through a Strategic Partnership with the City of Ballarat.

Proposal Details:

The BCA seeks a Strategic Partnership to enable the BCA to reach its objectives relating to equitable turf wicket cost sharing, recognition of costs met by the BCA for hard wicket maintenance and replacement, and cricket programs to be retained or implemented. As an Association representing a large number of community members, the BCA seeks the support of the City of Ballarat in achieving its objectives of being part of the greater community and providing avenues for the ongoing health and well-being of community members. The specific Strategic Partnership proposal is outlined below:-

Turf Wicket Preparation/Maintenance

The BCA has submitted a detailed proposal to the City of Ballarat outlining the desired outcome of transferring the during the season turf maintenance and wicket preparation to the Clubs of the BCA as opposed to being the responsibility of the City of Ballarat (excluding the Eastern Oval). Significant discussions and negotiation has taken place, culminating in the paper prepared by Council Officers – refer attached “CoB and Ballarat Cricket Association and Partnership Proposal ‘A New Way of Working’ “ (May 2020)

The proposal has the outcome of being a ‘win-win’ proposal:

1. Cost savings are achieved by the City of Ballarat in the contribution made to cricket being less than the costs of providing the current services, together with the re-allocation of resources to other Council operations or programs.
2. Equitable cost allocation is achieved amongst Clubs within the BCA with contributions being made to the Clubs to assist in meeting turf wicket preparation costs.

The investment by the City of Ballarat through the Strategic Partnership is requested to introduce this win-win way forward.

(It has been considered not necessary to include all documentation relating to the proposal previously submitted by the BCA in the understanding that City of Ballarat Officers have access to all relevant documentation)

Cricket Programs

The BCA constantly reviews the need for new initiatives to enhance the delivery of cricket programs within the community, as well as to continue with programs currently in place.

Elements that are fundamental to the growth of cricket in the Association include the following:

- Increased participation in cricket by Juniors
- Enhancement of programs/fixtures for Women
- Availability of programs to encourage participation of All Abilities cricketers
- Pathways to develop cricketers at both senior and junior levels

The BCA had embarked on a number of projects to meet the objectives relating to the above, either by continuing and enhancing current programs, or by introducing new programs. These programs have relied on, and will rely on, the support and management by the BCA and Clubs, and also the support by Cricket Victoria.

The current Covid-19 crisis and the recent major restructure of Cricket Victoria has impacted greatly on the potential of our proposed and continuing programs. Clubs will be impacted by having reduced revenue sources from sponsors. Similarly within the BCA, and funding and manpower support from Cricket Victoria has been significantly reduced.

Funding from a Strategic Partnership from the City of Ballarat is requested to enable the BCA to introduce or continue the following:

Juniors

Continue the grass root level programs to Juniors within the Association/community:

- Junior Blasters program,
- Master Blasters program
- The BCA Under 11s (Stage 1) program.

To a large extent, these programs have been supported by Cricket Victoria, and that level of support will now decrease and the programs will become the responsibility of the Association and Clubs.

The objective of these programs is to increase participation in cricket from juniors, who have been identified to be the future of Clubs in our Association. Funding is required for these programs to progress and will assist Clubs and the Association in meeting the financial requirements of running such programs.

Womens (Girls) Cricket

The BCA prides itself on its encouragement of female participation in cricket. Over recent seasons the number of girls playing within two designated Junior grades has grown from no teams at all to 11 teams playing in those two grades. It is a major objective of the BCA to enable that growth to continue.

Womens cricket in the region has also been greatly enhanced by the introduction of a BCA-aided Club (Ballarat Bolts), playing within a metropolitan competition. This Club provides a pathway for the girls to stay in cricket and progress to the level they wish to attain.

Plans are in place to extend the programs available to girls by introducing new junior levels and seek alignment with boys cricket programs and age groups, but remain separate. New competitions will require some additional equipment and facilities availability that will incur expense.

Access All Abilities

Very much in its infancy at present, the BCA plans to support the introduction of Club All Abilities teams to the extent that Clubs require support. These plans include a partnership arrangement with the AAA Sports Ballarat, a not-for-profit organisation which provides grass roots sporting opportunities for children with special needs and disabilities. Previous support and funding for AAA Sports Ballarat has been provided by Cricket Victoria and that level of support will decrease.

The BCA acknowledges the benefits of providing opportunities to these members of our community and would like to access funding to enable programs to continue and increase.

Pathways

Recent discussions with Cricket Victoria have indicated that traditional pathways for Junior cricketers will be impacted by Covid-19 outcome of the restructure of CV.

In particular, the Youth Premier League (Under 17) program and regional Under 15 and 16 programs, and related development programs, will no longer be in place and as such reduce the pathways of players into higher level cricket.

The BCA acknowledges the benefits of providing formally structured pathways for boys and girls to develop their cricket and to strive towards playing cricket at higher levels.

The BCA has committed to working with other Associations and Regions to support other means of providing representative cricket and provide programs at various age levels for boys and girls to enable selection into higher level cricket.

Representative cricket will require to be funded by the Association with the aim of developing boys and girls from the Ballarat community so as to play cricket at more elite levels.

Partnership Funding Request:

The Ballarat Cricket Association is seeking a Strategic Partnership arrangement with the City of Ballarat and requests a 5 year partnership agreement that covers all aspects of cricket.

This agreement is supported by an annual CPI indexed amount of **\$100,000 (excl GST)**. This funding will provide an equitable system for Clubs to prepare and maintain turf wickets at Council venues throughout the cricket season, and to introduce and maintain quality programs within the BCA to promote participation in the sport of cricket in Ballarat, and develop the players within the Clubs of our Association

Benefits of the Strategic Partnership include:

- Significant cost savings to the City of Ballarat in turf wicket preparation and maintenance estimated by council to be \$78,000, and the re-allocation of resources to alternative Council operations
- Enhance the ability of the BCA to provide quality programs throughout the season
- Create increased participation contributing to the health and well-being of the community
- Facilitate the pursuit of excellence in the sport at a range of levels for both juniors (male and female and all abilities) and seniors (male and female and all abilities)

Submitted on behalf of the Ballarat Cricket Association by:

*Rob Florence
Nathan Yates
Peter LeLievre*

10.7. TOURISM EVENT GRANT PROGRAM 2021 - ATHLETIC VICTORIA COUNTRY CHAMPIONSHIPS

Division: Community Wellbeing
Director: Neville Ivey
Author/Position: Jeff Johnson – Executive Manager Events and Tourism

OFFICER RECOMMENDATION

Council resolves to:

Approve a one-year \$6,250 (Excl. GST) Tourism Event Grant to Athletics Victoria for the 2021 Athletics Victoria Country Championships.

EXECUTIVE SUMMARY

The Athletics Victoria Country Championships is a three-day track and field championship event, which showcases regional athletics from across Victoria. The 2021 event is planned to take place at Llanberris Reserve, Ballarat, over the 2021 January long weekend. The event provides an opportunity for Athletics Victoria to promote Ballarat as a premier sporting destination to its 6,000 plus membership base.

Athletics Victoria has requested \$25,000 (Excl. GST) in cash funding and anticipates a total attendance of 1,460 delivering a projected economic impact of \$229,870.

RATIONALE

On 24 June 2020 Council adopted amendments to the City of Ballarat Grant Policy with resolution R160/20. However due to the timing of this resolution and officers receiving the grant application addressed by this report, the process for evaluating the application has employed the conditions of the original grant policy adopted by Council 22 February 2017 (R66/17). The changes to City of Ballarat Grant Policy 2020 following R160/20 are procedural, the purpose remains the same.

The purpose of the grant policy is to ensure that recipients are able to deliver quality programs, events, products and services which are of great benefit to Ballarat and which bring a wide range of social, environmental and economic returns to the City. Included in the Grants Policy is the Tourism Event Grants Program.

Council received a Tourism Event Grant Program application from Athletics Victoria for the 2021 Athletics Victoria Country Championships, planned for Saturday 23 to Monday 25 January 2021. This is an annual event organised by Athletics Victoria that is hosted in a different location each year.

Athletics Victoria has requested \$25,000 in cash funding, to be allocated to marketing and promotions, equipment upgrade, competition team catering, administration, medals, community engagement luncheon, and a budget allocation for accommodation for staff.

The 2021 Athletics Victoria Country Championships submission demonstrates a good business case for funding. The event has the potential to generate a positive economic impact for the visitor economy, primarily the hospitality and accommodation sectors; and utilises the existing Llanberris sporting infrastructure demonstrating Ballarat as a premier destination for

sporting events. Furthermore, the event may be one of the first athletics carnivals to be delivered in Victoria since the COVID-19 pandemic hit in March 2020 and therefore a larger than expected level of interest and attendance by athletes and spectators may be anticipated.

Funding Options

Whilst funding is recommended, officers recommend a reduced amount from the requested \$25,000. The recommended funding amount, listed below, has been calculated using a scoring system based on the Tourism Event Grant assessment criteria. This has taken into consideration the following factors:

- The moderate scale of the event and its subsequent economic impact for Ballarat; and
- It is not an annual ongoing event for Ballarat, it may only return to Ballarat every several years.

Three funding options were identified by Officers:

1. Approve the requested one-year Tourism Event Grant to the Athletics Victoria Country Championships for \$25,000 (excl. GST).
2. Approve a one-year Tourism Event Grant to the Athletics Victoria Country Championships for \$6,250 (excl. GST). **(Recommended)**
3. Do not approve a one-year Tourism Event Grant to the Athletics Victoria Country Championships.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- Ballarat Events Strategy 2018 – 2028
- *Local Government Act 1989*
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/Cultural	Yes	Yes
Environmental/Sustainability	No	No
Economic	Yes	Yes
Financial/Resources	Yes	Yes
Risk Management	Yes	Yes
Implementation and Marketing	No	No
Evaluation and Review	No	No

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural – The event aligns with key outcomes of the Council Plan, which aims to create a welcoming, inclusive, active and socially connected city for all ages and abilities.

Economic – An economic impact report prepared by Council officers using the REMPLAN economic modelling software calculated the potential economic impact of the event. Using the tourist visitation data provided by the applicant, the event may provide an injection of \$229,870 into the Ballarat economy.

ROI based on requested funding of \$25,000 - 1:9

ROI based on recommended funding of \$6,250 – 1:37

Typically, Officers seek an ROI of 1:20 as an acceptable base level.

Financial/Resources – The funding of Athletics Victoria will require the allocation of funds from the Tourism Event Grant Program budget. There are sufficient funds within the Tourism Event Grant Program budget for the two identified funding options.

Risk Management – If Council were not to provide grant funding for Athletics Victoria, there is a likelihood the event would not run in the same format.

Furthermore, if funding is provided to the event, officers will facilitate a funding agreement that allows for the responsible management of public money. This will be pertinent if, due to Covid 19 restrictions, the event does not proceed or is delivered in a format or size that is significantly different to the original funding application.

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Nil

ATTACHMENTS

1. 2021 Athletics Victoria Country Championships Assessment [**10.7.1** - 1 page]
2. 2021 Athletics Victoria Country Championships REMPLAN [**10.7.2** - 3 pages]

TOURISM EVENT GRANT PROGRAM ASSESSMENT

Event: 2021 Athletics Victoria Country Championships
 Event duration: 3 day
 Date: 23 January - 25 January 2021
 Venue: Llanberris Oval, Ballarat

	Evaluation	Points Avail.
1. Quality		
Does the event or activity fill a gap in the event calendar and provide benefit to the Ballarat community?		
Type of event: Does this type of event align with the strategic direction of the City of Ballarat Council Plan?	4	4
Is the event (or proposed event) generally well supported and/or beneficial to the community?	3	4
Event date: Is there room for this event in the calendar?	3	4
Event location: Is the location appropriate?	4	4
Inclusiveness and accessibility of the event: Does the event appeal to a broad cross section of audiences?	3	4
2. Feasibility		
Can the project be delivered on time, on budget and to a high standard?		
Is the Project Budget complete, realistic and proportionally allocated to key areas?	4	4
Is the Risk Management Plan appropriate?	3	4
Is the Event Management Plan appropriate?	4	4
Is there proven ability to deliver the project successfully on time?	3	4
Is the allocated staffing and resources appropriate to deliver the event?	4	4
3. Reach		
Will the event raise the profile of Ballarat to state, national or international audiences?		
Does the event add value to the brand equity of Ballarat?	9	10
Is the Marketing Plan appropriate to achieve tourism attendance targets?	4	5
Does the event plan to run in Ballarat in the future?	3	5
4. Investment		
Does the event warrant funding?		
Does it intend to bring increased visitation to Ballarat?	7	10
Does the event have intentions of becoming self-sustainable from Council funding in the future?	7	10
investment?	0	20
^ Additional/reduced points (PCG re-assessment of visitation)		N/A
TOTAL POINTS		65

VISITATION	Application	PCG Evaluation
Estimated local attendance	190	
Estimated out of town attendance - day trip	635	
Estimated out of town attendance - overnight	635	
Average night stay	2.0	
TOTAL ATTENDANCE	1,460	

ECONOMIC IMPACT	ROI	Econ. Impact
Estimates based on application and \$25k funding	8:1	\$ 229,870.00

Cash funding sought	\$ 25,000.00	\$	6,250.00
Cash funding recommended (based on assessment)			
	\$ 6,250.00		

Table 1: Guide for Return on Investment (ROI)

ROI LEVELS	Points
1:1 – 15:1	0 points
16:1 – 20:1	Up to max. 5 points
21:1 – 25:1	Up to max. 10 points
26:1 – 30:1	Up to max. 15 points
31:1 +	Up to max. 20 points

Table 2: Calculation of TOTAL points gained from the assessment.

Total Points	
0-55	Not recommended for funding
56-65	0-25%
66-75	25-50%
76-85	50-75%
86 +	75-100%

Assessment Comments

- National event at purpose built facility showcasing Ballarat's world class sporting facilities.
- Additional spectators predicted to attend above provided attendee figures.
- Event further builds on strong athletic industry and events within Ballarat.
- Event provides opportunities for support and promotion of local Ballarat businesses through marketing promotions to attendees
- Event is inclusive and includes para events, with the venue highlighting accessibility features to allow this competition to occur.



Data derived from the 2021 Athletic Country Championships Submission

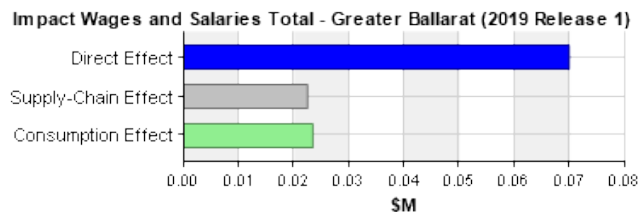
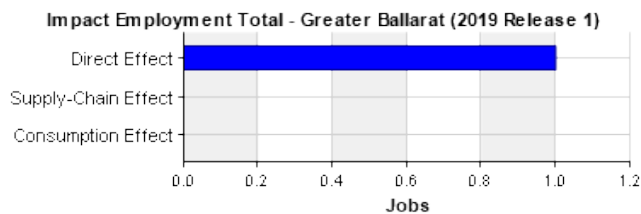
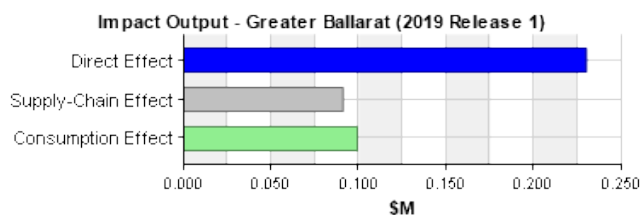
Tourism Impact Summary Report for Greater Ballarat (Tourism Activity:3 days)

Tourism Impact Scenario

Name	Athletics Country Championships
Duration	3 days

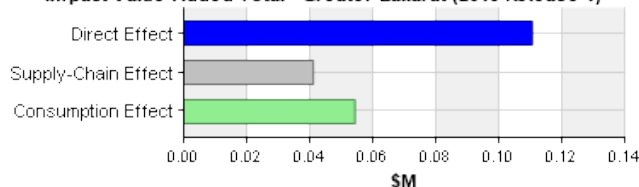
Direct Impact	Domestic Day	Domestic Overnight	International	Total
Number of Visitors	635	635	0	1,270
Number of Nights	n/a	2.00	0.00	
Estimated Expenditure per Visitor (\$)	\$90	\$272	\$0	
Total Estimated Expenditure (\$)	\$57,150	\$172,720	\$0	\$229,870

Tourism Impacts





Impact Value-Added Total - Greater Ballarat (2019 Release 1)



Under this scenario Gross Regional Product is estimated to increase by \$0.206 million (0.00%) to \$8,073.216 million. Contributing to this is a direct increase in output of \$0.230 million, 1 additional job, \$0.070 million more in wages and salaries and a boost in value-added of \$0.111 million.

From this direct expansion in the economy, flow-on supply-chain effects in terms of local purchases of goods and services are anticipated, and it is estimated that these indirect impacts would result in a further increase to output valued at \$0.091 million, 0 more jobs, \$0.022 million more paid in wages and salaries, and a gain of \$0.041 million in terms of value-added.

These supply-chain effects represent the following Type 1 economic multipliers:

Impact	Type 1 Multipliers
Output	1.396
Employment	1.000
Wages and Salaries	1.321
Value-added	1.372

The increase in direct and indirect output and the corresponding creation of jobs in the economy are expected to result in an increase in the wages and salaries paid to employees. A proportion of these wages and salaries are typically spent on consumption and a proportion of this expenditure is captured in the local economy. The consumption effects under the scenario are expected to further boost output by \$0.099 million, employment by 0 jobs, wages and salaries by \$0.023 million, and value-added by \$0.054 million.

Under this scenario, total output is expected to rise by \$0.420 million. Corresponding to this are anticipated increases in employment of 1 job, \$0.116 million wages and salaries, and \$0.206 million in terms of value-added.

The total changes to economic activity represent the following Type 2 economic multipliers:

Impact	Type 2 Multipliers
Output	1.827
Employment	1.000
Wages and Salaries	1.656
Value-added	1.864

Tourism Impact Summary (Tourism Activity: 3 days)

Impact	Direct Effect	Supply-Chain Effect	Consumption Effect	Total Effect	Type 1 Multiplier	Type 2 Multiplier
Output (\$M)	\$0.230	\$0.091	\$0.099	\$0.420	1.396	1.827
Long Term Employment (Jobs)	1	0	0	1	1.000	1.000
Wages and Salaries (\$M)	\$0.070	\$0.022	\$0.023	\$0.116	1.321	1.656
Value-added (\$M)	\$0.111	\$0.041	\$0.054	\$0.206	1.372	1.864



Disclaimer

All figures, data and commentary presented in this report are based on data sourced from the Australia Bureau of Statistics (ABS), most of which relates to the 2016, 2011, 2006 and 2001 Censuses, and data sourced from the National Visitor Survey (NVS) and International Visitor Survey (IVS) published by Tourism Research Australia.

Using ABS datasets and an input / output methodology industrial economic data estimates for defined geographic regions are generated.

This report is provided in good faith with every effort made to provide accurate data and apply comprehensive knowledge. However, REMPLAN does not guarantee the accuracy of data nor the conclusions drawn from this information. A decision to pursue any action in any way related to the figures, data and commentary presented in this report is wholly the responsibility of the party concerned. REMPLAN advises any party to conduct detailed feasibility studies and seek professional advice before proceeding with any such action and accept no responsibility for the consequences of pursuing any such action.

10.8. PLANNING SCHEME AMENDMENT C224BALL - ZONING ANOMALY CORRECTION - 200, 200A AND 200B VICTORIA STREET, BALLARAT EAST

Division: Development and Growth
Director: James Guy
Author/Position: Virginia McLeod - Senior Strategic Planner

RECOMMENDATION**Council resolves to:**

- 1. Request the Minister for Planning prepare and approve Amendment C224ball to the Ballarat Planning Scheme to correct the zoning of land at 200, 200A and 200B Victoria Street, Ballarat East, pursuant to Section 20A of the *Planning and Environment Act 1987*, and generally in accordance with the documentation provided at Attachments 1-3.**

EXECUTIVE SUMMARY

Proposed amendment C224ball to the zoning of land at 200, 200A and 200B Victoria Street, Ballarat East, is a 'Prescribed' amendment pursuant to Section 20A of the *Planning and Environment Act 1987*. A prescribed amendment allows Council to make corrections of an obvious or technical nature to the planning scheme.

The prescribed amendment is required to correct zoning anomalies to allow the development of the land to proceed in accordance with the endorsed Development Plan and valid planning permits.

The list of prescribed classes of amendment are set out in Regulation 8 of the *Planning and Environment Regulations 2015*. Amendment C224ball proposes to make changes that will not alter the effect of planning scheme provisions or result in policy changes. On that basis, it meets the criteria for a prescribed amendment.

RATIONALE

The former Ballarat Orphanage site at 200, 200A and 200B Victoria Street, Ballarat East, was rezoned through Planning Scheme Amendment C164 in 2015. Amendment C164 rezoned the land to a mixture of Commercial 1 Zone, Mixed Use Zone and General Residential Zone and included a Development Plan Overlay. The Development Plan was subsequently endorsed in December 2017 and several planning permits have been issued consistent with the Development Plan.

One planning permit matter is currently being considered by the Victorian Civil and Administrative Tribunal, relating to funding for signalisation of the Victoria and Stawell Street intersection. In preparation for the hearing for this matter, it was identified that the zones do not align with the lot boundaries (Attachment 1).

The error is required to be corrected to ensure the land can be used in accordance with the approved Development Plan.

As a prescribed amendment, C224ball is exempt from statutory notification requirements located at Section 19 of the *Planning and Environment Act 1987*. The Explanatory Report and

Instruction Sheet detail the changes required to the Ballarat Planning Scheme (Attachment 2 and 3).

Consultation has been undertaken with the owner of the land in the preparation of the Amendment.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017 – 2021
- *Planning and Environment Act 1987*
- *Planning and Environment Regulations 2015*
- Ballarat Planning Scheme
- *Local Government Act 1989*
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	No	Yes/No
Social/Cultural	No	Yes/No
Environmental/Sustainability	No	Yes/No
Economic	Yes	Yes
Financial/Resources	Yes	No
Risk Management	Yes	No
Implementation and Marketing	No	Yes/No
Evaluation and Review	Yes	No

Economic – Planning Scheme Amendment C224ball is required to allow the continued development of the site, as approved by the Development Plan and planning permits. If this technical error is not corrected there could be economic implications for the developer which may impact on the ongoing development of the entire site. The Amendment is required to ensure the planning controls are correct and to mitigate the risk of the development not proceeding.

Financial/Resources – The expenses associated with proceeding with the proposed amendment are included within Council’s budget for planning scheme amendment costs. As this is a prescribed amendment there will be no costs incurred for exhibition/community consultation/independent panel hearing.

Risk Management – No significant risk implications have been identified in relation to the processing of the amendment. The amendment will be processed in accordance with the requirements of the *Planning and Environment Act 1987*.

Evaluation and Review – City of Ballarat is required to ensure the Ballarat Planning Scheme is up-to-date and accurate. Being responsive to requests to review anomalies benefits all users of the planning system.

CONSULTATION

The landowner has been consulted as part of the preparation of the amendment.

OFFICERS DECLARATIONS OF INTEREST

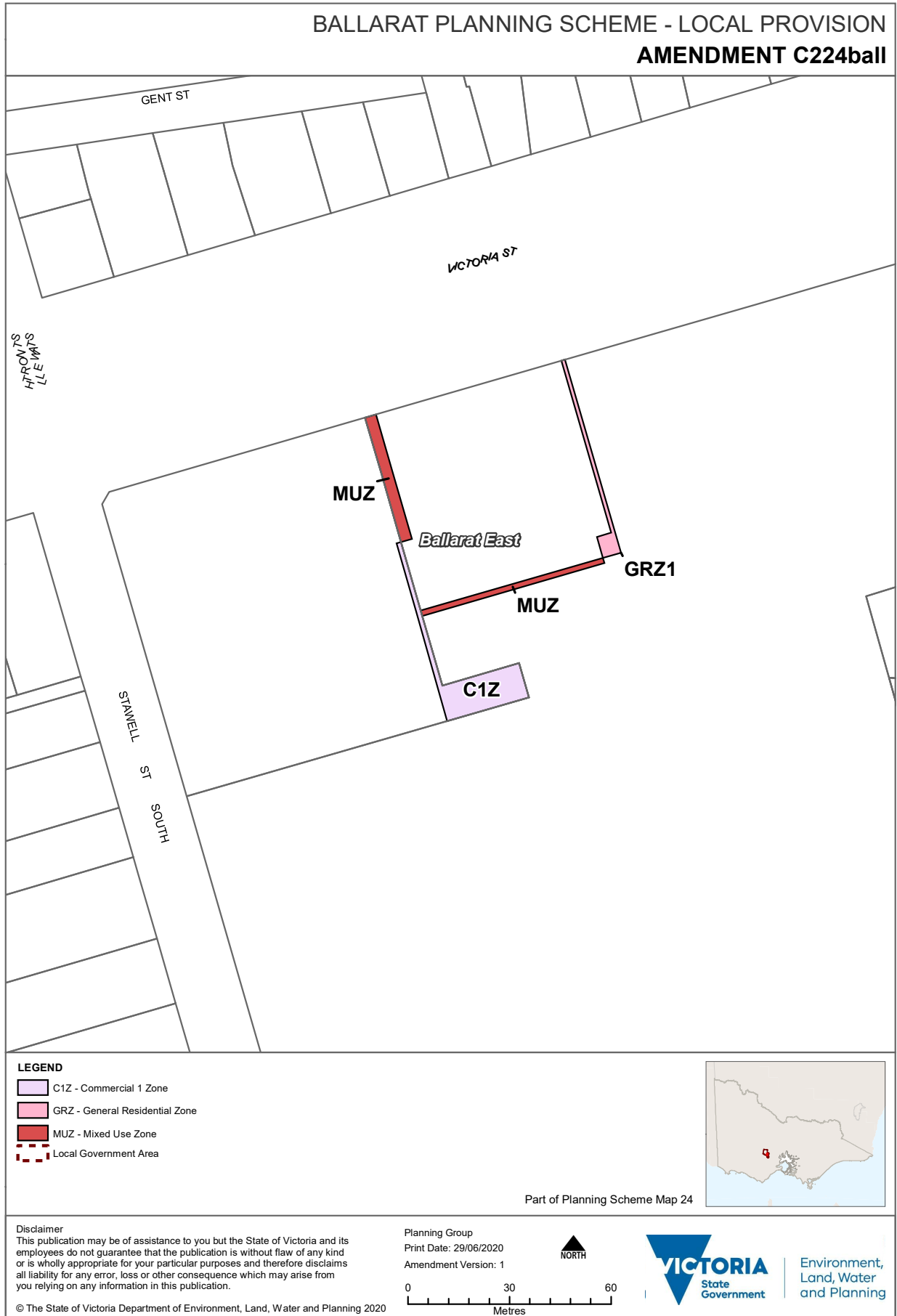
Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Nil

ATTACHMENTS

1. Attachment 1- Ballarat C 224 ball 001 zn Map 24 Exhibition [**10.8.1** - 1 page]
2. Attachment 2 - Ballarat C 224 ball Explanatory Report Exhibition [**10.8.2** - 1 page]
3. Attachment 3 - Ballarat C 224 ball Instruction Sheet Exhibition [**10.8.3** - 1 page]



Planning and Environment Act 1987

**BALLARAT PLANNING SCHEME
AMENDMENT C224BALL
PRESCRIBED AMENDMENT
EXPLANATORY REPORT**

Who is the planning authority?

This amendment has been prepared by the Minister for Planning who is the planning authority for this amendment.

The amendment has been made at the request of City of Ballarat.

Land affected by the amendment

The Amendment applies to 200, 200A and 200B Victoria Street, Ballarat East.

What the amendment does

The Amendment proposes to make technical corrections to part of Planning Scheme Map Number 24 of the Ballarat Planning Scheme.

Specifically the Amendment aligns zones to title boundaries of land at 200, 200A and 200B Victoria Street, Ballarat East.

Prescribed amendment

The Amendment is a prescribed class of amendment listed in regulation 8 of the Planning and Environment Regulations 2015. The amendment has been prepared under section 20A of the *Planning and Environment Act 1987* (the Act). Exhibition and notification requirements of sections 17, 18 and 19 of the Act do not apply in respect of this amendment.

Where you may inspect this Amendment

The amendment can be inspected free of charge at City of Ballarat website at www.ballarat.vic.gov.au.

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

Planning and Environment Act 1987

BALLARAT PLANNING SCHEME

AMENDMENT C224ball

INSTRUCTION SHEET

The planning authority for this amendment is the Minister for Planning.

The Ballarat Planning Scheme is amended as follows:

Planning Scheme Maps

The Planning Scheme Maps are amended by a total of one attached maps sheet.

Zoning Maps

1. Amend Planning Scheme Map No. 24 in the manner shown on the attached map marked "Ballarat Planning Scheme, Amendment C224ball".

End of document

10.9. 2020 BROWN HILL POOL

Division: Development and Growth
Director: James Guy
Author/Position: Michael Riseley – Acting Manager Ballarat Aquatic and Lifestyle Centre

OFFICER RECOMMENDATION

Council resolves to:

- 1. Receive and note the Brown Hill Pool report 2020.**
- 2. Acknowledge the significant contribution of the Brown Hill Progress Association over the last 14 years, and the successful and positive partnership between the Brown Hill Progress Association (BHPA) and Council over this period.**
- 3. Continue to work with the Brown Hill Progress Association to maintain community-based activities such as Zoomba and to enter into an MOA with BHPA to continue those services to the community.**

EXECUTIVE SUMMARY

The Brown Hill Progress Association (BHPA) have operated the Brown Hill Pool since the 2003/04 pool season. During this time, the BHPA have grown patronage numbers through effective community engagement and an established calendar of community events within the Centre. The association has also improved the facility through cooperative funding with Council, grant monies and self-funding opportunities.

In an email dated 30 March 2020 and confirmed at a subsequent onsite meeting on 12 May 2020, the BHPA have advised that they are no longer in a position to manage the facility, citing increased legislative and regulatory burden surrounding responsibility as an employer and OH&S compliance needed to successfully operate the facility.

Council now considers its position to maintain operations of the facility.

1. *Brown Hill Pool Attendance Figures*

As shown in Table 2, the Brown Hill Pool has accounted for 13% of the total attendance to outdoor pools within the Ballarat municipality over the last five years. When compared to other Aquatic Centres of a similar size within the Ballarat municipality, Brown Hill Pool attendances show 42% higher than Buninyong Aquatic Centre and 49% higher than the Black Hill Aquatic Centre.

These attendances have derived from the continued efforts of the BHPA to effectively engage the community while hosting events such as Learn to Swim classes, Water Zumba, Community Party for Australia Day and Valentine's Day events. BHPA also host several schools who regularly use the facility for physical education classes and swimming carnivals.

2. *Financial Implications*

Currently, Council provides funding of \$39,000 per annum to BHPA to assist in the management of the facility. It also provides support and maintenance of plant and equipment.

Comparable facilities in Black Hill and Buninyong Aquatic Centres which are operated by Council incur an average annual operational cost over the last five years of \$ 63,351.00 and \$57,396.00 respectively. When average revenue is considered, the net annual position of both pools is \$ 41,851.20 and \$33,646.60 respectively.

It is estimated that operating the Brown Hill pool will achieve a similar net position, comparable to the current annual cost to Council of \$39,000.

3. *Review of the facility*

The Brown Hill Pool facility has been assessed and opportunities identified in consultation with BHPA are as follows:

- Improve signage within the centre;
- Irrigate lawns to efficiently maintain the presentation and amenity of the centre;
- Painting; and
- Concrete ground back

It is estimated that these works can be completed with an approximate investment of \$30,000 (TBC).

Potential further investment, pending successful budget bids include:

- Upgrade / Replacement of water slide; and
- Public toilet facilities that could service the broader precinct.

4. *Detailed review of the facility*

A leading consultant has been engaged to perform a full structural report on pool structures and plant and equipment within the centre.

This review will take place on Wednesday 22nd July, with the report being produced 2-3 weeks later.

RATIONALE

The following details outline attendance and cost figures for the 2019/20 season at each of Council's facilities.

Table 1. Financial Results over five-year average

Facility	Income	Expenses	Net
Eureka	\$169,266.60	\$381,213.60	\$211,947.00
Brown Hill	\$0	\$39,000.00	\$39,000.00
Black Hill	\$21,499.80	\$63,351.00	\$41,851.20
Buninyong	\$23,749.40	\$57,396.00	\$33,646.60
TOTAL	\$214,515.80	\$540,960.60	\$326,444.80

Table 2. Attendance Trends per pool over the last five years

TOTAL VISITS	2015/16	2016/17	2017/18	2018/19	2019/20
Eureka	47,438	44,020	38,155	54,929	40,000
Black Hill	5,743	7,324	6,194	4,847	3,162
Buninyong	6,640	4,860	6,669	6,402	4,104
Brown Hill	9,033	7,599	8,218	9,427	6,450
TOTAL	68,854	63,803	59,236	75,605	53,716

Table 4. Net cost per visit

TOTAL VISITS	Four-year average
Eureka	\$4.73
Black Hill	\$6.84
Buninyong	\$5.20
Brown Hill	\$5.35
TOTAL	\$5.03

Table 6. Attendance benchmarking with other Council operated outdoor facilities of a comparable size

Facility name	3-5 year average attendance
Terang	11,263
Camperdown	10,416
Timboon	9,499
Tatura	8,364
Mooroopna	8,146
Brown Hill	7,924
Orbost	7,821
Woodend	6,969
Buninyong	5,509
Black Hill	5,382
Cobden	5,000
Lismore	4,286
Skipton	4,003
Merrigum	3,466

Lancefield	2,813
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Note: Average attendance obtained over the last 3-5 years where possible

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- *Local Government Act 1989*
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	Yes
Social/Cultural	Yes	No
Environmental/Sustainability	Yes	No
Economic	Yes	No
Financial/Resources	Yes	Yes
Risk Management	Yes	No
Implementation and Marketing	Yes	No
Evaluation and Review	Yes	Yes

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Finance – Council invests significant funds in the provision of outdoor pool facilities for the community. The costs associated with this provision is accounted for annually through the Council budget.

Evaluation and Review - An annual report is provided to Council on the performance and usage of all outdoor pools operated by the City of Ballarat. Further updates can be provided on request.

CONSULTATION

Nil

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Nil

ATTACHMENTS

Nil

10.10. COMMUNITY ASSET COMMITTEES

Division: Executive Unit
Director: Janet Dore
Author/Position: Darren Whitford – Coordinator Risk and Compliance

OFFICER RECOMMENDATION

In exercise of the powers conferred by s65 of the *Local Government Act 2020*, Council resolves that:

1. From the date of this resolution the following Community Asset Committees be established:
 - Ascot Hall Community Asset Committee
 - Brown Hill Hall Community Asset Committee
 - Miners Rest Mechanics Institute Hall Community Asset Committee
 - Warrenheip Hall Community Asset Committee
 - Scotsburn Hall Community Asset Committee
 - Cardigan Village Centre Community Asset Committee
 - Burrumbeet Memorial Soldiers Hall Community Asset Committee
 - Sebastopol RSL Hall Community Asset Committee
 - Buninyong Hall Community Asset Committee
 - Invermay Recreation Reserve Community Asset Committee

 2. The members of the listed Community Asset Committees are:
 - Ascot Hall: Peter Wrigley, Stuart Sobey, Geoff Dean, Ivan Thomas, Bruce Spittle, Ian Thomas, Marg Thomas, Norman Grills, Keith Mason, Joanne Wrigley, Julie Spittle and Fiona Blair.
 - Brown Hill Hall: Scott Antonio, Dianne Eden, Reg Eden, Steve Holmes, Brendan Stephens and Merrilyn Harlock.
 - Miners Rest Mechanics Institute Hall: Peter Loader, Karen Grose, Diane Jennings, Lynette Rock, Bill Loader, Margaret Adams and Simone Morgan.
 - Warrenheip Hall: Julie Blackmore, Angela Beattie, Emma Carter, Malcolm McCann and Julian Prendergast.
 - Scotsburn Hall: Celia Burnham, Darryl Palmer, Evan Ould, Phillip Allen, Rowan Jones, Nigel Prior, Roland Nam, John Allen, Gabrielle Murphy, Bill Whiteside and Graham Shearer.
 - Cardigan Village Centre: Francis Litwin, Blake Curran, Bev Penberthy, Alicia Bond, Sarah Britt, Janna Mayall and Mary Tipping.
 - Burrumbeet Soldiers Memorial Hall: Cr Grant Tillett, Paul Beechey, Desley Beechey, Alan McCartney, Bernard Hyland, Brendan Cahill, Ian Smith, Gwen Smith, Angela Smith, Ian Marshall, Shirley Marshall, Alison Briody and Lauren Briody.
 - Sebastopol RSL Hall: David MacKay, Mark Azzopardi and Cr Des Hudson.
 - Buninyong Hall: Simon Dennis, Vic Bradley, Sharele Pilmore, Miranda Donald and Anne Gooding.
 - Invermay Recreation Reserve: Geoffrey Fraser, Ruth Nunn, Ian Martin, Ian Daniel, Peter Nunn, Lachlan Pryor and Jabez Armstrong.

 3. Endorse the Terms of Reference for the listed Community Asset Committees.
-

4. **Dissolve the following Advisory Committees of Council:**
 - **Ascot Hall Advisory Committee**
 - **Brown Hill Hall Advisory Committee**
 - **Miners Rest Hall Advisory Committee**
 - **Warrenheip Hall Advisory Committee**
 - **Scotsburn Hall Advisory Committee**
 - **Cardigan Village Community Centre Advisory Committee**
 - **Burrumbeet Soldiers Memorial Hall Advisory Committee**
 - **Sebastopol RSL Hall Advisory Committee**
 - **Buninyong Community Hall Advisory Committee**

5. **Revoke the Terms of Reference for the Advisory Committees endorsed by Council as below:**
 - **Ascot Hall Advisory Committee**
 - **Brown Hill Hall Advisory Committee**
 - **Miners Rest Hall Advisory Committee**
 - **Warrenheip Hall Advisory Committee**
 - **Scotsburn Hall Advisory Committee**
 - **Cardigan Village Community Centre Advisory Committee**
 - **Burrumbeet Soldiers Memorial Hall Advisory Committee**
 - **Sebastopol RSL Hall Advisory Committee**
 - **Buninyong Community Hall Advisory Committee**

6. **Dissolve the S86 Invermay Recreation Reserve Special Committee**

7. **Revoke the Terms of Reference for the Invermay Recreation Reserve Special Committee**

EXECUTIVE SUMMARY

The purpose of this report is to establish the following Community Asset Committees:

- Ascot Hall Community Asset Committee
- Brown Hill Hall Community Asset Committee
- Miners Rest Mechanics Institute Hall Community Asset Committee
- Warrenheip Hall Community Asset Committee
- Scotsburn Hall Community Asset Committee
- Cardigan Village Centre Community Asset Committee
- Burrumbeet Memorial Soldiers Hall Community Asset Committee
- Sebastopol RSL Hall Community Asset Committee
- Buninyong Hall Community Asset Committee
- Invermay Recreation Reserve Community Asset Committee

The report is also to adopt the Terms of Reference for those Committees, endorse the appointment of the Committee members, dissolve the relevant Advisory Committees, dissolve the Invermay Recreation Reserve Special Committee, revoke the Terms of Reference for the relevant Advisory Committees and revoke the Terms of Reference for the Invermay Recreation Reserve Special Committee.

RATIONALE

The *Local Government Act 2020* (the Act) received Royal Assent on 24 March 2020. Under section 65 of the Act, Council may establish a Community Asset Committee and appoint as many members to the Community Asset Committee as the Council considers necessary to enable the Community Asset Committee to achieve the purpose of managing a community asset in the municipal district.

Historically these Community Assets have been managed by Council appointed Advisory Committees. Advisory Committees no longer have any formal recognition under the 2020 Act and as such it is recommended that the Advisory Committees are transitioned to Community Asset Committees. There is no requirement for Councillors to be appointed to Community Asset Committees.

Section 47 of the Act empowers the Chief Executive Officer, by instrument of delegation, to delegate any power, duty or function of the Council that has been delegated to the Chief Executive Officer by the Council to a Community Asset Committee.

Section 47 also stipulates that a delegation to the members of a Community Asset Committee is to be exercised subject to the terms and conditions specified by the Chief Executive Officer, which must include the following—

- (a) the specified limit on any financial delegation and the specified purpose for which the financial delegation may be used;
- (b) compliance with specified governance requirements to ensure appropriate standards of probity are met;
- (c) specified monitoring and reporting of the activities and performance of the Community Asset Committee.
- (5) A member of a Community Asset Committee to whom a delegation is given under this section can only exercise the delegation while acting as a member of the Community Asset Committee at a meeting of the Community Asset Committee.

The financial delegation would consist of the historical practice of the Committee receiving funds for Hall hirings and the expenditure associated with utilities, maintenance etc. Any capital expenditure required would require an application to Council's Facilities Maintenance Unit.

The Chief Executive Officer must submit an annual report to the Council in relation to the activities and performance of a Community Asset Committee.

The establishment of these Community Asset Committees will enable the Committees to continue to operate the Community Assets for the benefit of local communities.

Council's Statutory Compliance unit has liaised with the relevant Committees in relation to the transition to a Community Asset Committee, membership, as well as the relevant Terms of Reference which stipulate the purpose and objectives for each Committee.

The Invermay Recreation Reserve Special Committee has requested a transition to a Community Asset Committee.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/Cultural	Yes	Yes
Environmental/Sustainability	Yes	No
Economic	Yes	No
Financial/Resources	Yes	No
Risk Management	Yes	No
Implementation and Marketing	No	No
Evaluation and Review	Yes	No

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural – The continuation of the management of these Community Assets allows for continuity of availability for the benefit of local communities utilising the Halls for social and cultural events.

Environmental/Sustainability – There are no environmental impacts in the transitioning of these Advisory Committees to Community Asset Committees.

Economic – There are no economic impacts to Council in the transitioning of these Advisory Committees to Community Asset Committees.

Financial/Resources – The financial management of the Halls will continue to be the responsibility of the Committees. The delegation from the CEO will now formalise the authority of the Committees for the financial management, something which has not been previously formalised.

Risk Management – There are no risk implications in the transitioning of these Advisory Committees to Community Asset Committees.

Evaluation and Review – The Chief Executive Officer will provide an annual report to Council on the finances and operations of the Community Asset Committees. Council may review membership and status of the Committees as it sees fit.

CONSULTATION

Council's Statutory Compliance Unit has liaised with all Hall Committees in relation to the transition to Community Asset Committees and the relevant Terms of Reference.

OFFICERS DECLARATIONS OF INTEREST

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

REFERENCE DOCUMENTS

- Ascot Hall Community Asset Committee Terms of Reference
- Brown Hill Hall Community Asset Committee Terms of Reference
- Miners Rest Mechanics Institute Hall Community Asset Committee Terms of Reference
- Warrenheip Hall Community Asset Committee Terms of Reference
- Scotsburn Hall Community Asset Committee Terms of Reference
- Cardigan Village Centre Community Asset Committee Terms of Reference
- Burrumbeet Memorial Soldiers Hall Community Asset Committee Terms of Reference
- Sebastopol RSL Hall Community Asset Committee Terms of Reference
- Buninyong Hall Community Asset Committee Terms of Reference
- Invermay Recreation Reserve Community Asset Committee Terms of Reference

ATTACHMENTS

1. Ascot Hall Community Asset Committee [10.10.1 - 6 pages]
2. Brown Hill Community Asset Committee [10.10.2 - 6 pages]
3. Buninyong Hall Community Asset Committee [10.10.3 - 6 pages]
4. Burrumbeet Soldiers Memorial Hall Community Asset Committee [10.10.4 - 6 pages]
5. Cardigan Village Community Asset Committee [10.10.5 - 6 pages]
6. Invermay Recreation Reserve Asset Committee [10.10.6 - 6 pages]
7. Miners Rest Community Asset Committee [10.10.7 - 6 pages]
8. Scotsburn Community Asset Committee [10.10.8 - 6 pages]
9. Sebastopol RSL Community Hall Asset Committee [10.10.9 - 6 pages]
10. Warrenheip Community Asset Committee [10.10.10 - 6 pages]

Ascot Hall Community Asset Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Ascot Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as Ascot Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Ascot Hall by the local community and to promote the role played by the hall in enabling engaged participation in community life.

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the hall.
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the hall.
- 3.3 Manage bookings for the hall.
- 3.4 Draft, with the agreement of Council, a hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).
- 3.7 Ensure that Council is made aware of any matters that could have an impact on the hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis.



4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1 The Committee will consist of a minimum ofcommunity members appointed by Council.
- 6.2 The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election.
- 6.3 Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee; and are not considered Committee members and thus, do not have voting rights.
- 6.4 Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5 Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6 The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7 If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.



7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.



- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Brown Hill Hall Community Asset Committee

Terms of Reference



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9.	Creation and Dissolution	5



1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Brown Hill Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Brown Hill Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Brown Hill Hall by the local community and to promote the role played by the hall in enabling engaged participation in community life.

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the hall.
- 3.2 Develop a public awareness and advertising program relating to the hall designed to increase community use of the hall.
- 3.3 Manage bookings for the hall.
- 3.4 Draft, with the agreement of Council, a hall hiring agreement
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council
- 3.6 Be responsible for specific maintenance of the hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).
- 3.7 Ensure that Council is made aware of any matters that could have an impact on the Hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis.



4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum ofcommunity members appointed by Council
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.



7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet *[# insert frequency – e.g. at a minimum on a monthly basis]* as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.



- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Buninyong Hall Community Asset Committee

Terms of Reference



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9.	Creation and Dissolution	5



1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Buninyong Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Buninyong Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Buninyong Hall by the local community and to promote the role played by the hall in enabling engaged participation in community life

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the Hall
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the Hall.
- 3.3 Manage bookings for the Hall.
- 3.4 Draft, with the agreement of Council, a Hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the Hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).
- 3.7 Ensure that Council is made aware of any matters that could have an impact on the Hall or its users.
- 3.8 Operate , as far as possible, on a self-sufficient basis..



4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum ofcommunity members appointed by Council.
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.

7. Meetings



- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
- 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
- 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.



- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Burrumbeet Soldiers Memorial Hall Community Asset Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Burrumbeet Soldiers Memorial Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Burrumbeet Soldiers Memorial Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Burrumbeet Soldiers Memorial Hall by the local community and to promote the role played by the hall in enabling engaged participation in community life with the support of Council.

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the Hall
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the Hall with the support of Council.
- 3.3 Manage bookings for the Hall.
- 3.4 Draft, with the agreement of Council, a Hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the Hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).



- 3.7 Ensure that Council is made aware of any matters that could have an impact on the Hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis..

4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum of twelve (12) community members appointed by Council.
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election.
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.



- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.

7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet every 2 months or as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee policy
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference



- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
- 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Cardigan Village Centre Community Asset Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Cardigan Village Centre Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as Cardigan Village Community Centre.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Cardigan Village Community Centre by the local community and to promote the role played by the Hall in enabling engaged participation in community life

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the hall
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the hall.
- 3.3 Manage bookings for the hall.
- 3.4 Draft, with the agreement of Council, a hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).
- 3.7 Ensure that Council is made aware of any matters that could have an impact on the hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis..



4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum ofcommunity members appointed by Council.
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.



7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
- 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
- 9.2.2 remain in force until Council determines to vary or revoke it.



- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Invermay Recreation Reserve Community Asset Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Invermay Recreation Reserve Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Invermay Recreation Reserve.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Determining the use of the Reserve
- 2.2 Encouraging use of the Reserve by the local community and to promote the role played by the Reserve in enabling engaged participation in community life.
- 2.3 Undertaking the day to day management of the Reserve

3. Objectives

The objectives of the Committee are:

- 3.1 Develop a public awareness and advertising program relating to the Reserve designed to increase community use of the Reserve.
- 3.2 Ensure that the Council is made aware of any matters that could have an impact on the Reserve.
- 3.3 As far as possible become self-sufficient.

4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and



- 4.2 determine fees for use of the Reserve
- 4.3 Identify maintenance needs, prioritize maintenance actions and provide details of remedial actions in annual report to Council.
- 4.4 Be responsible for specific maintenance of the reserve as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum ofcommunity members appointed by Council
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.

7. Meetings



- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
- 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
- 9.2.2 remain in force until Council determines to vary or revoke it.



- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

**Miners Rest
Mechanics Institute

Hall Community Asset
Committee**

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Miners Rest Mechanics Institute Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Miners Rest Mechanics Institute Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Miners Rest Mechanics Institute Community Hall by the local community and to promote the role played by the hall in enabling engaged participation in community life.

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the hall
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the hall.
- 3.3 Manage bookings for the hall.
- 3.4 Draft, with the agreement of Council, a hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).



- 3.7 Ensure that Council is made aware of any matters that could have an impact on the hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis..

4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum ofcommunity members appointed by Council
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.



- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.

7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
 - Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
 - 9.1.1 Committee is established; and



- 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
 - 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Scotsburn Hall Community Asset Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Scotsburn Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Scotsburn Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Scotsburn Hall by the local community and to promote the role played by the hall in enabling engaged participation in community life

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the hall
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the hall.
- 3.3 Manage bookings for the hall.
- 3.4 Draft, with the agreement of Council, a hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).
- 3.7 Ensure that Council is made aware of any matters that could have an impact on the Hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis..



4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum of ...community members appointed by Council.
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.



7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and



- 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Sebastopol RSL Hall Community Asset Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Sebastopol RSL Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Sebastopol RSL Community Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Sebastopol RSL Hall by the local community and to promote the role played by the hall in enabling engaged participation in community life.

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the hall
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the hall.
- 3.3 Manage bookings for the hall.
- 3.4 Draft, with the agreement of Council, a hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).
- 3.7 Ensure that Council is made aware of any matters that could have an impact on the Hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis..



4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 oversee the effective operation of the hall.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum ofcommunity members appointed by Council.
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.



7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.



- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Warrenheip Hall Community Asset Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Warrenheip Hall Community Asset Committee (Committee) pursuant to section 65 of the *Local Government Act 2020* (the Act). The Committee is established for the management of the Community Asset known as the Warrenheip Hall.
- 1.2. The members of a Community Asset Committee have the powers, duties and functions as contained in the Instrument of Delegation from the Chief Executive Officer under section 47(1)(b) of the Act and as set out in these Terms of Reference. These Terms of Reference set out the structure and basis on which the Committee can operate on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Encouraging use of the Warrenheip Community Hall (Hall) by the Local community and to promote the role played by the hall in enabling engaged participation in community life

3. Objectives

The objectives of the Committee are:

- 3.1 Determine hiring fees for the hall.
- 3.2 Develop a public awareness and advertising program relating to the Hall designed to increase community use of the hall.
- 3.3 Manage bookings for the hall.
- 3.4 Draft, with the agreement of Council, a hall hiring agreement.
- 3.5 Identify maintenance needs, prioritise maintenance actions and provide details of remedial actions in annual report to Council.
- 3.6 Be responsible for specific maintenance of the hall and grounds as outlined in the City of Ballarat Facility Maintenance Schedule (addendum1).
- 3.7 Ensure that Council is made aware of any matters that could have an impact on the hall or its users.
- 3.8 Operate, as far as possible, on a self-sufficient basis.



4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise the duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 to be responsible for all maintenance on improvements.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives the Chief Executive Officer may delegate to the members of the Community Asset Committee, pursuant to section 47(1)(b) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum ofcommunity members appointed by Council.
- 6.2. The term of membership will be for a Council term. A re-appointment of committee members must occur by 30 June after each Council election
- 6.3. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.4. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.5. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.6. The Committee will elect a Chairperson at its first meeting. The election will be conducted in accordance with Council's Governance Rules.
- 6.7. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.



7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- Council's Committee Policy; and
 - At the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet [*# insert frequency – e.g. at a minimum on a monthly basis*] as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules as determined by Council;
- 8.2 Council's Committee Policy;
- 8.3 the Committee's discretion, as exercised from time to time;
- 8.4 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.5 An annual report on the Committees activities and finances must be reported to Statutory Compliance no later than 30 August each year

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference
- 9.2.1 *come into force immediately when the resolution of Council adopting them is made;* and
 - 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.



- 9.4 These Terms of Reference may be reviewed at the Council's discretion from time to time.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

10.11. AUDIT AND RISK COMMITTEE

Division: Executive Unit
Director: Janet Dore
Author/Position: Cameron Montgomery – Executive Manager Governance and Risk

OFFICER RECOMMENDATION

Council resolves to:

1. From the date of this resolution, the Audit and Risk Committee be established.
2. Adopt the Audit and Risk Committee Charter.
3. Appoint the following members:
 - John Watson to the Audit and Risk Committee commencing 1 September 2020 till 29 September 2022.
 - Jason Hargreaves to the Audit and Risk Committee commencing 1 September 2020 till 31 December 2022.
 - Linda McNeill to the Audit and Risk Committee commencing 1 September 2020 till 8 February 2023.
4. Disband the Audit Advisory Committee established by Council.
5. Revoke the Terms of Reference for the Audit Advisory Committee endorsed by Council on 22 April 2020 (R105/20).
6. Note that recruitment for the place vacated by Peter le Lievre will be undertaken through the CEO and recommended to Council
7. Thank Mr le Lievre for his service to the Audit Committee.

EXECUTIVE SUMMARY

The purpose of this report is to present the new Audit and Risk Committee Charter (“the Charter”) as required by the *Local Government Act 2020* to Council for adoption. It is also proposed to appoint the existing members of the current Audit Advisory Committee to the new Committee.

RATIONALE

Upon the introduction of the *Local Government Act 2020* (Act), section 53 (1) of the Act specifies that Council must establish an Audit and Risk Committee. Section 54 (1) of the Act specifies that Council must prepare an Audit and Risk Committee Charter.

The Audit and Risk Committee is not a delegated committee and must include a majority of members who are not Councillors.

Section 54 (2) of the Act specifies the functions and responsibilities of the Audit and Risk Committee

The current Audit Advisory Committee continue in operation until such time as Council establishes a new Audit and Risk Committee pursuant to section 53 of the Act.

As the Audit and Risk Committee is a new committee, it must be formally established. As new members have recently been appointed to the current Audit Advisory Committee, it is proposed to appoint all members, with their consent, to the new Audit and Risk Committee. The current Chair Peter le Lievre has recently resigned so a recruitment process will be instigated and recommendation made to Council.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/Cultural	No	No
Environmental/Sustainability	No	No
Economic	No	No
Financial/Resources	Yes	Yes
Risk Management	Yes	Yes
Implementation and Marketing	No	No
Evaluation and Review	No	No

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Financial/Resources – The operation of the Audit and Risk Committee is provided for in the annual budget.

Risk Management – The Audit and Risk Committee Charter is required under section 54 of the Act. The charter plays a key role in ensuring that the Committee has defined roles and responsibilities and is able to monitor its performance. The Committee provides Council with external review of policies and procedures to assist in mitigating risks to Council.

CONSULTATION

The Audit and Risk Committee Charter has been developed after reviewing charters through the industry. A copy of the Charter has been provided to the current Audit Advisory Committee for input. The comments/suggestions from the independent members of the Audit Advisory Committee are attached.

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Audit and Risk Committee Charter

ATTACHMENTS

1. Audit and Risk Committee Charter [**10.11.1** - 12 pages]

Audit and Risk Committee Charter

August 2020

Adopted by Council on XX



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1. Purpose of this Charter

The purpose of this charter is to facilitate the operation of the Council's Audit and Risk Committee (the Committee). This charter is prepared and approved by the Ballarat City Council (Council) pursuant to section 54 (1) of the Local Government Act 2020 (the Act).

2. Introduction

The Committee plays an important role in providing oversight of the Council's governance, risk management, and internal control practices. This oversight mechanism also serves to provide confidence in the integrity of these practices.

The Committee is established as an advisory committee by the Council in accordance with section 53 (1) of the Act and is responsible to the Council. The Committee is not a delegated committee of Council and does not have executive powers or authority to implement actions in areas over which Council management (management) has responsibility and does not have any delegated financial responsibility. The Committee does not have any management functions and is therefore independent of management.

The Committee's role is to report to the Council and provide appropriate advice and recommendations on matters relevant to its charter in order to facilitate decision making by the organisation comprising Council and management, in relation to the discharge of its responsibilities.

3. Objectives

The objectives of the Committee, in relation to Council and its subsidiaries, are to oversee:

- 3.1 The integrity of external financial reporting, including accounting policies.
- 3.2 The scope of work, objectivity, performance and independence of the external and internal auditors.
- 3.3 The establishment, effectiveness and maintenance of controls and systems to safeguard financial and physical resources.
- 3.4 The systems or procedures that are designed to ensure compliance with relevant statutory and regulatory requirements.
- 3.5 The process for recognising risks arising from operations and strategies and consider the adequacy of measures taken to manage those risks.
- 3.6 The process and systems which protect against fraud and improper activities including the procedures to achieve compliance with the *Public Interest Disclosure Act 2012*.
- 3.7 The Committee seeks also to add to the credibility of Council and its subsidiaries by promoting ethical standards through its work.



4. Authority

The Committee has the authority to:

- 4.1 Oversee all audit and non-audit services performed by the internal audit contractor.
- 4.2 Review the internal and external auditor's annual audit plans and the outcomes/results of all audits undertaken.
- 4.3 Recommend the annual internal audit plan to the Council.
- 4.4 Seek any information or advice it requires from Council members, and management via the Chief Executive Officer and external parties.
- 4.5 Formally meet with management, internal and external auditors as necessary.
- 4.6 Seek resolution on any differing views between management and the external auditors on financial reporting and recommendations pertaining to key financial systems and controls.
- 4.7 Seek resolution on any differing views between management and the internal auditors on audit findings and recommendations.
- 4.8 The Committee will assist the organisation in the Assessment of tenders for the internal audit.
- 4.9 The Committee has the authority to advise Council on any or all of the above or any other matter as deemed necessary by the committee within the scope and limitations of the audit plan and charter.

5. Membership

- 5.1 The Committee will comprise seven members, four being independent and three being Councillors.
- 5.2 In accordance with section 53(3c) of the Act, the Committee will not include any person who is a member of Council staff.
- 5.3 The Council will appoint Committee members. In appointing members to the Committee, the Council will consider gender balance.
- 5.4 The Council will appoint the Chair of the Committee, who in accordance with section 53 of the Act:
 - must not be a Councillor (section 53(4)); and
 - must not be a member of Council staff (section 53(3c)).
 - will be appointed for a three-year term and may be reappointed consistent with the provisions of 5.7 of this charter.
- 5.5 The Committee is authorised to appoint an Acting Chair, from the independent members, when required.
- 5.6 The members, taken collectively, will have a broad range of skills and experience relevant to the operations of the Council including expertise in financial management, audit and risk, governance and experience in public sector management.



- 5.7 The Chair or if not available, another Independent Member will be invited to participate in the selection process to fill an Independent Member vacancy on the Committee.
- 5.8 Independent members will be appointed for an initial period not exceeding three years with the periods staggered to assist continuity of the committee. Members may be re-appointed at the discretion of Council for a total period of up to six years including their initial term. Independent Members may be appointed for a further final term not exceeding three years subject to competitive advertising.
- 5.9 A quorum will be a majority of members that must include at least one Councillor. The number of independent members at each meeting must equal or exceed the number of Councillors.
- 5.10 Independent members will be remunerated at a per meeting rate set by Council. The Council will review the meeting rate annually by bench marking against councils of similar size and complexity. The meeting rate will be adjusted annually by at least the percentage movement in allowances for councillors of the Ballarat City Council. In addition, each independent member will be entitled to claim up to \$500.00 per annum in travel expenses based on the per Kilometre rate set by the Commissioner of Taxation.
- 5.11 Section 123 (Misuse of position), section 125 (Confidential information) and Division 2 of Part 6 (Conflict of interest) of the Act, apply to an independent member of the Committee as if the member were a member of a delegated Committee of Council. (Refer to Appendix for further information).
- 5.12 Independent Members are required by The Act to lodge an initial personal return of interests and subsequent biannual personal return of interests and to declare any conflicts of interest that apply to any matter to be considered at each meeting. (Refer Appendix for further information).
- 5.13 New members will receive induction information and briefings on their appointment to assist them to meet their Committee responsibilities.
- 5.14 In the event that an independent public member is not physically present for any three (3) meetings in any twelve (12) month period, unless Council at an open meeting resolves otherwise, a vacancy occurs, and the position shall be filled following public advertising.
- 5.15 If Council proposes to remove an independent member of the Committee, it must afford the member an opportunity to be heard by the Council meeting which is open to the public unless the member proposed to be removed requests to be heard at a closed meeting.
- 5.16 The Council will indemnify and keep indemnified each independent member of the committee against all actions or claims whether arising during or after their term of appointment in respect of anything necessarily done or reasonably done or omitted to be done in good faith –
 - a. In the performance of a duty or function or the exercise of an any matter under the Act, regulations, a local law or this charter.
 - b. In the reasonable belief that the act or omission was in the performance of a duty or a function or the exercise of a matter under the Act, regulations, a local law or this charter.

6. Meetings



- 6.1 The Committee will meet at least four times a year, with authority to convene additional meetings, as circumstances require. Audit Committee members are obligated to prepare for and participate in meetings.
- 6.2 The duration of meetings shall be set to ensure that the Committee can properly discharge its responsibilities pursuant to this Charter.
- 6.3 At the discretion of the Chair or if requested by any Committee Member, the Chief Executive Officer, the Internal Auditors or the External Auditors, a Members only part of a meeting may be convened at which the Members may require the attendance of the Chief Executive Officer, Internal Auditors or External Auditors or any other officer to also attend.
- 6.4 Additional meetings may be called by the Chair of the Committee, or at the request of the Mayor or Chief Executive Officer.
- 6.5 Committee meetings are confidential and closed to all non-members unless a person is invited to attend by the committee.
- 6.6 All non-member Councillors have a standing invitation to attend Committee meetings as observers.
- 6.7 Meetings can be conducted via video conference only in the event that Council cannot host the meeting onsite.
- 6.8 All Committee members are expected to attend each meeting in person however due to special circumstances the Chair may agree to a member participating in a meeting via video conference or telephone.
- 6.9 A representative(s) of the VAGO will be invited to attend meetings of the committee to present and discuss relevant matters and otherwise as an observer/s.
- 6.10 A representative(s) of the appointed internal audit contractor will be invited to attend meetings of the committee to present on matters related to internal audit and otherwise as an observer/s.
- 6.11 The Chief Executive Officer:
 - a. Will facilitate and provide all necessary support for meetings of the Committee and invite members of management, internal and external auditors or others to attend meetings as observers and to provide pertinent information, as necessary.
 - b. Has responsibility to provide any necessary induction material for Members in relation to their responsibilities under the Act and this charter.
 - c. To provide any information or advice required by the committee to enact its responsibilities under the Act and this charter.
 - d. To facilitate formal meetings with Council staff, the internal auditors or the external auditors as requested by the committee.
- 6.12 The Chief Executive Officer will endeavour to attend all meetings of the committee and their direct management reports are expected to also attend. Other relevant staff will be required to attend meetings of the committee when matters relating to their responsibilities (e.g. internal audit reports and recommendations) are scheduled to be discussed.
- 6.13 The Chair will be consulted on the proposed agenda for each meeting of the Committee and the list of necessary management attendees.



- 6.14 Management will ensure meeting agendas are prepared and provided at least one week in advance to members, along with appropriate briefing materials.
- 6.15 The Chief Executive Officer will arrange for minutes to be taken at each meeting. As soon as possible following each meeting, the draft minutes will be provided to the Committee for review and incorporate any changes required by the Committee circulated to committee members for confirmation out of session by circular resolution (per 6.17).
- 6.16 Decisions of the Committee may at the discretion of the Chair be decided by consensus.
- 6.17 The committee may from time to time determine processes and arrangements for dealing with some business out of session. This may include email circulation of documents for review and approval by circular resolution (e.g. Internal Audit Scope).

7. Functions and Responsibilities

As per Section 54(3) of the Local Government Act 2020, the Committee will collaborate with management to establish a work plan to ensure that the responsibilities of the Committee are appropriately scheduled and will be carried out over the annual meeting cycle.

The Committee functions and responsibilities include:

7.1 Risk Management and Fraud Prevention

- 7.1.1 Monitor and provide advice on Council's strategic risk register, risk management systems and controls.
- 7.1.2 Review whether management has in place a current and comprehensive enterprise risk management framework and associated procedures for effective identification and management of Council's business and financial risks.
- 7.1.3 Determine whether a sound and effective approach has been followed in managing Council's major risks including those associated with individual projects, program implementation, and activities.
- 7.1.4 Assess the impact of the Council's enterprise risk management framework on its control environment and insurance arrangements.
- 7.1.5 Monitor and provide advice on fraud prevention systems and controls to assist Council in ensuring it has appropriate processes and systems in place to detect, capture and effectively respond to fraud and improper activities.

7.2 Business Continuity

- 7.2.1 Consider whether a sound and effective approach has been followed in establishing Council's business continuity planning arrangements, including whether business continuity and disaster recovery plans have been periodically updated and tested.

7.3 Internal Control

- 7.3.1 Review whether management's approach to maintaining an effective internal control framework is sound and effective.



- 7.3.2 Review whether management has in place relevant policies and procedures, including Chief Executive Officer's Instructions or their equivalent, and that these are periodically reviewed and updated.
- 7.3.3 Consider whether the appropriate processes are in place to assess, at least once a year, whether key policies and procedures are complied with.
- 7.3.4 Review whether appropriate policies and supporting procedures are in place for the management and exercise of delegations.
- 7.3.5 Consider how management identifies any required changes to the design or implementation of key internal controls.

7.4 Compliance

- 7.4.1 Monitor the compliance of Council's policies and procedures with the overarching governance principles set out in section 9(2) of the Act and the regulations and any ministerial directions under the Act.
- 7.4.2 Review the systems and processes to monitor the effectiveness of the system for monitoring compliance with legislation and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.
- 7.4.3 Keep informed of the findings of any examinations by regulatory agencies and any auditor (internal or external) observations and monitor management's response to these findings.
- 7.4.4 Obtain regular updates from management about compliance matters.

7.5 Internal Audit

- 7.5.1 Review with management and the internal auditor the charter, activities, resourcing, and organisational structure of the internal audit function.
- 7.5.2 Review the specifications for the Provision of Internal Audit Services contract and participate in the tender evaluation process.
- 7.5.3 Review and recommend the annual internal audit plan for endorsement by the Council and all major changes to the plan.
- 7.5.4 Monitor that the internal auditor's annual plan is aligned to and covers the material business risks
- 7.5.5 Monitor processes and practices to ensure that the independence of the internal audit function is maintained.
- 7.5.6 Annually review the performance of internal audit including the level of satisfaction with the internal audit function having consideration of the Institute of Internal Auditors' International Standards for the Professional Practice of Internal Auditing.
- 7.5.7 Provide an opportunity for the Committee to meet with the internal auditor to discuss any matters that the Committee or internal auditor believes should be discussed privately.



- 7.5.8 Review all internal audit reports and provide advice to the Council on significant issues identified in audit reports and action to be taken on issues raised, including identification and dissemination of good practice.
- 7.5.9 Monitor management's implementation of internal audit recommendations.

7.6 External Audit

- 7.6.1 Note the external auditor's proposed audit scope and approach for financial and performance audits, including any reliance on internal auditor activity.
- 7.6.2 Consider the findings and recommendations of relevant Performance Audits undertaken by the external auditor and monitor Council's implementation of relevant recommendations.
- 7.6.3 Monitor processes and practices to ensure that the independence of the external audit function is maintained.
- 7.6.4 Provide an opportunity for the Committee to meet with the external auditors to discuss any matters that the Committee or the external auditors believe should be discussed privately.
- 7.6.5 Review all external audit reports and provide advice to the Council on significant issues identified in audit reports and action to be taken on issues raised, including identification and dissemination of good practice.
- 7.6.6 Annually review the performance of external audit including the level of satisfaction with the external audit function.
- 7.6.7 Monitor management's implementation of external audit recommendations.

7.7 Financial Report

- 7.7.1 Monitor and review the appropriateness of the framework and content of periodic management financial and performance reporting to Council.
- 7.7.2 Review significant accounting and reporting issues, including complex or unusual transactions and areas requiring expert judgement, and recent accounting, professional and regulatory pronouncements and legislative changes, and understand their effect on the financial report.
- 7.7.3 Review with management and the external auditors, the results of the audit, including any difficulties encountered.
- 7.7.4 Review the annual financial report and performance report of the Council and its subsidiaries, and consider whether it is complete, consistent with information known to Committee members, and reflects appropriate accounting principles and standards.
- 7.7.5 Review the process for the consolidation of financial information of Council related entities into the financial reports of Council.
- 7.7.6 Review with management and the external auditors all matters required to be communicated to the Committee under the Australian Auditing Standards.
- 7.7.7 Recommend in principle that Council approve the annual Financial Statements and Performance Statements.



7.8 Reporting Responsibilities

- 7.8.1 Undertake an annual assessment of its performance against the Audit and Risk Committee Charter as required by section 54(4)(a).
- 7.8.2 Provide a copy of the annual assessment to the Chief Executive Officer for tabling at the next Council meeting as required by section 54(4)(b).
- 7.8.3 Prepare a biannual audit and risk report that describes the activities of the Audit and Risk Committee and includes its findings and recommendations as required by section 54(5)(a).
- 7.8.4 Provide a copy of the biannual audit and risk report to the Chief Executive Officer for tabling at the next Council meeting as required by section 54(5)(b).
- 7.8.5 The Chief Executive Officer must table reports and annual assessments of the Audit and Risk Committee at the next Council meeting as required by section 54(6)(a); and when requested by the Chairperson of the Audit and Risk Committee per 54(6)(b).

7.9 Other Responsibilities

- 7.9.1 Perform other activities related to this charter as requested by the Council.

7.10 Transparency Measures Adopted

- 7.10.1 The Committee Performance Report is to be presented to Council annually and published on the Council's website.
- 7.10.2 Commencing following the 2020 council elections a 'one-off' End of Council Term Report is to be presented prior to the end of each Council term to a closed session of Council, before the caretaker period commences and also to a closed session of the new Council following council elections.
- 7.10.3 Management will ensure a briefing paper or report is provided to Councillors after each Committee meeting summarising progress, matters discussed and any issues the Committee wishes to share or bring to the attention of the council.



- 7.10.4 The Chair of the Committee will present a summary of the Committees activities and findings to a Councillor Briefing annually, followed by an in-camera session with Councillors immediately after the conclusion of Councillor Briefing.

Appendix

1. Conflicts of Interest and Personal Interests Returns

- 1.1 Members of the Committee must be fully aware of their responsibilities with regard to the management of interests in relation to the discharge of their duties as a member of the Committee. Management of interests includes the proper management of any conflicts of interest as and when they may arise.
- 1.2 Members of the Committee must also be fully aware of the statutory definitions of a general conflict of interest and a material conflict of interest. These are set out in Division 2 of Part 6 of the Act. Members of the Committee are required to comply with section 123 (misuse of position), Division 2 of Part 6 (disclosure of conflict of interest) and Division 3 of Part 6 (personal interest's returns of the Act, which include, among other things, the following requirements:
- a. Lodgement of personal interest returns on the forms specified by Council in accordance with the Act;
 - b. Declaration and management of any conflicts of interest which arise in accordance with the Act;
- 1.3 In addition, members of the Committee shall comply with Council's Code of Conduct in carrying out their duties as a member of the Committee. In broad terms, and for guidance to members of the Committee:
- a. Committee members must disclose any conflicts or perceived conflicts of interest at the commencement of each meeting;
 - b. Where members are deemed to have a conflict of interest, they will be excused from discussions and deliberations on the matter. Failure to comply with the provisions of the Act regarding conflicts of interest may result in prosecution and the member's appointment being terminated by Council.

2. Confidentiality



All information received by Committee members in the course of their work as Committee members is confidential and must not be shared with any party outside the Committee.

Members must comply with the requirements of section 125 of the Act in this regard. Section 53(5) of the Act provides that sections 123 (misuse of power) and 125 (confidential information) and Division 2 of Part 6 (Conflict of interest) apply to a member of the Audit and Risk Committee who is not a Councillor as if they were a member of a delegated committee. Failure to comply with the provisions of the Act with regard to confidential information may result in prosecution and the member's appointment being terminated by Council.

10.12. DELEGATED COMMITTEES

Division: Executive Unit
Director: Janet Dore
Author/Position: Sarah Anstis - Statutory Compliance Officer

OFFICER RECOMMENDATION

In exercise of the powers conferred by s63 of the *Local Government Act 2020* (the Act), Council resolves that:

1. From the date of this resolution, the following Delegated Committees be established:
 - Contracts Approval Delegated Committee;
 - Her Majesty's Theatre Board Delegated Committee;
 - Planning Delegated Committee.
 2. From the date of this resolution, the Ballarat Friends of Ainaro Community Advisory Committee be established.
 3. The members of the Delegated Committees are:
 - a. Contracts Approval Delegated Committee: Cr Tillett, Cr Taylor, Cr Harris.
 - b. Her Majesty's Theatre Board Delegated Committee: Cr McIntosh, Cr Moloney, Cr Johnson, Emma Blee, Mary-Rose McLaren, Pete Zala, Ronald Harrington, Scott Sherritt, Virginia Wise and Timothy Gay.
 - c. Planning Delegated Committee: Cr Taylor, Cr Moloney, Cr Harris, Cr Hudson, Cr Johnson, Cr McIntosh, Cr Tillett, Cr Coates, Cr Rinaldi.
 4. The members of the Ballarat Friends of Ainaro Community Advisory Committee are: Cr Coates, Andrew Miller, Christopher Bluett, Desley Beechey, Dianne McGrath and Robert Gray.
 5. The Chairpersons of the Delegated Committees are:
 - Contracts Approval: Cr ____
 - Her Majesty's Theatre Board: Cr ____
 - The Chairperson of the Planning: Cr ____
 6. A quorum for the Committee is a whole number that is an absolute majority, which is the number of members that is greater than half the total number of members of the Delegated Committee.
 7. All members of the Delegated Committee have voting rights on the Delegated Committee.
 8. Endorse the Terms of Reference as follows:
 - a. Contracts Approval Delegated Committee;
 - b. Her Majesty's Theatre Board Delegated Committee;
 - c. Planning Delegated Committee; and
 - d. Ballarat Friends of Ainaro Community Advisory Committee.
-

9. **Disband the Special Committees established by Council as below:**
 - a. **Ballarat Friends of Ainaro Special Committee;**
 - b. **Her Majesty's Theatre Board Special Committee established on 19 September 1994;**
 - c. **Invermay Recreation Reserve Special Committee established on 3 March 1998;**
 - d. **Contracts Approval Special Committee established on 14 October 2009 (R339/09); and**
 - e. **Planning Special Committee established on 3 July 2019 (R162/19).**

10. **Revoke the Terms of Reference for Special Committees endorsed by Council as below:**
 - a. **Ballarat Friends of Ainaro Special Committee endorsed 25 October 2017 (R391/17);**
 - b. **Contracts Approval Special Committee endorsed 24 October 2018 (R309/18);**
 - c. **Her Majesty's Theatre Board Special Committee endorsed 12 December 2018 (R372/18);**
 - d. **Invermay Recreation Reserve Special Committee endorsed 25 October 2017 (R391/17); and**
 - e. **Planning Special Committee Special Committee endorsed 3 July 2019 (R162/19).**

11. **Revoke the C4. Instruments of Delegation for Special Committees endorsed by Council as below:**
 - a. **Ballarat Friends of Ainaro Special Committee endorsed on 23 August 2017 (R280/17);**
 - b. **Her Majesty's Theatre Board Special Committee endorsed on 23 August 2017 (R280/17);**
 - c. **Invermay Recreation Reserve Special Committee endorsed on 23 August 2017 (R280/17);**
 - d. **Contracts Approval Special Committee endorsed on 24 October 2018 (R309/18); and the**
 - e. **Planning Special Committee endorsed on 3 July 2019 (R162/19).**

EXECUTIVE SUMMARY

The purpose of the report is to establish the following committees:

- **Contracts Approval Delegated Committee;**
- **Her Majesty's Theatre Board Delegated Committee;**
- **Planning Delegated Committee; and the**
- **Ballarat Friends of Ainaro Community Advisory Committee.**

The report is to also adopt the Terms of Reference, endorse the members, determine the Chairpersons for the delegated committees, disband the Special Committees and revoke their C4 Instrument of Delegations and Terms of Reference.

RATIONALE

Section 63 of the *Local Government Act 2020* allows Council to establish Delegated Committees. Council have reviewed the Special Committees and transitioned them to Delegated Committees. Following this review, Ballarat Friends of Ainaro Community resolved

to transition to an Advisory Committee and the Invermay Recreation Reserve resolved to transition to a Community Asset Committee. The Community Grants Special Committee is undertaking a further review and will be established at the next Council Meeting.

The Terms of Reference for each Committee have been updated into the new template to meet the requirements in the *Local Government Act 2020*.

Section 63(1)(a) of the *Local Government Act 2020* stipulates that Council must appoint at least two Councillors to a delegated Committee. Council had no requirement under the *Local Government Act 1989* to appoint a minimum of two Councillors to a Special Committee. Council have reviewed the Councillors appointed to each Delegated Committee to ensure compliance.

Section 63(2)(a) of the *Local Government Act 2020* requires the Chair of the Delegated Committees to be endorsed by Council and must be either the Mayor or a Councillor appointed to the Committee. Council had no requirements under the *Local Government Act 1989* to appoint a Councillor as the Chairperson and the Chairperson did not need to be endorsed by Council. Council have consulted with the Special Committees that have community members appointed as Chairpersons and Councillors have been briefed about being required to chair the Delegated Committees.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*;
- City of Ballarat Council Plan 2017-2021; and
- *Local Government Act 2020*.

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/Cultural	Yes	Yes
Environmental/Sustainability	No	No
Economic	No	No
Financial/Resources	No	No
Risk Management	Yes	Yes
Implementation and Marketing	No	No
Evaluation and Review	No	No

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural – The inclusion of community members in Delegated Committee increases awareness of Council. The Terms of Reference outline the inclusion and access of community members to the Committees.

Risk Management – The endorsement of the Terms of Reference ensures that Delegated Committees function within a framework meeting essential legislative requirement.

Endorsement of committee members and chairpersons ensure compliance with section 63(1) and 63(2) of the *Local Government Act 2020*.

CONSULTATION

Cameron Montgomery, Executive Manager Safety Risk and Compliance Services met with Ballarat Friends of Ainaro Special Committee on 15 and 29 June 2020, Invermay Recreation Reserve Special Committee on 15 June 2020, Her Majesty's Theatre Board Special Committee on 1 June and 6 July 2020 to review their committee structures.

The Community Impact Special Committee have been briefed about the structure changes and officers associated with each Special Committee have been consulted.

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Council Meeting Minutes from 14 October 2009.
- Council Meeting Minutes from 27 January 2011.
- Ballarat Friends of Ainaro Special Committee Terms of Reference that was adopted by Council on 25 October 2017.
- Community Impact Special Committee Terms of Reference that was adopted by Council on 25 October 2017.
- Contracts Approval Special Committee Terms of Reference that was adopted by Council on 24 October 2018.
- Her Majesty's Theatre Board Special Committee Terms of Reference that was adopted by Council on 12 December 2018.
- Invermay Recreation Reserve Special Committee Terms of Reference that was adopted by Council on 25 October 2017.
- Planning Special Committee Terms of Reference that was adopted by Council on 3 July 2019.

ATTACHMENTS

1. Terms of Reference - Ballarat Friends of Ainaro Advisory Committee [**10.12.1** - 5 pages]
2. Terms of Reference - Contracts Approval Delegated Committee [**10.12.2** - 6 pages]
3. Terms of Reference - Her Majesty's Theatre Delegated Committee [**10.12.3** - 6 pages]
4. Terms of Reference - Planning Delegated Committee [**10.12.4** - 6 pages]

Ballarat Friends of Ainaro Community Advisory Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Ballarat Friends of Ainaro Community Advisory Committee (Committee).
- 1.2. Council will establish from time to time various Advisory Committees. The purpose of the Committee is to provide Council with expertise in relevant matters to assist its decision making for the Ballarat Community.
- 1.3. The Committee has the functions and responsibilities as set out in this Terms of Reference document. The Terms of Reference document sets out the structure and basis on which the Committee can make recommendations to Council.
- 1.4. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [*insert date of the Council meeting the ToR were endorsed, after the Council meeting*].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Auspice, promote and strengthen the relationship between Ballarat and Ainaro.

3. Objectives

The objectives of the Committee are:

- 3.1 To promote friendship activities between Ballarat and Ainaro;
- 3.2 To provide expertise where possible and appropriate;
- 3.3 Through consultation with the Ainaro community, to identify and support projects within and external to Ballarat, that will assist the Ainaro community;
- 3.4 Active participation from members to inform, develop and implement community to community initiatives through Ainaro's involvement in the committee; and
- 3.5 To promote and raise awareness for the relationship between Ballarat and Ainaro.

4. Roles and Responsibility

The role of the Committee is:

- 4.1 Liaise with Council and its staff to ensure continuing cooperation and coordination of friendship activities between Ballarat and Ainaro.



5. Duties and Functions

- 5.1 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum of four (4) members comprising:
- 6.1.1 Three (3) community members' representatives that cover a broad range of interests and representation which will be sought in constituting the Committee to cater for a diverse range of interest and expertise that may include the following:
- Interest Group Delegate/s
 - Community Group and Agency Delegate/s;
 - Ballarat Ainaro Community Development Organisation Delegate;
 - Ryder Cheshire Foundation Delegate;
 - Friendship Schools Projects;
 - Business Interests; and
 - Community Members
- 6.1.2 One (1) Councillor of Council.
- As appointed by Council from time to time.
- 6.2. The Chief Executive Officer shall appoint a Council Officer to provide administrative support and guidance to the Committee.
- 6.2.1 Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.3. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.4. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.5. A Chairperson will be elected at the first meeting of the Committee.
- 6.6. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.

7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- 7.1.1 the Committee's discretion, as exercised from time to time.



- 7.2 The Committee will meet monthly, February – November, for a minimum of nine meetings.
- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.2 In accordance with Council's Governance Rules, a Council Record of the matters discussed at meetings organised or hosted by Ballarat that involve Councillors and Council staff will be kept. The Record must be completed and sent to Statutory Compliance within 48 hours of the meeting.

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
 - 9.1.1 Committee is established.
- 9.2 These Terms of Reference
 - 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 The Terms of Reference will be reviewed as required.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Contracts Approval Delegated Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Contracts Approval Delegated Committee (Committee) pursuant to section 63 of the *Local Government Act 2020* (LGA). The Committee is established as an ongoing Delegated Committee.
- 1.2. The members of a Delegated Committee have the powers, duties and functions of Council as set out in these Terms of Reference and the Instrument of Delegation. These Terms of Reference set out the structure and basis on which the Committee can make decisions for and on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [*insert date of the Council meeting the ToR were endorsed, after the Council meeting*].
- 1.4. Prior to this date, under Council's delegations to the CEO, contract approvals were limited to \$250,000, meaning that all contracts over this value required the approval of Council. The Council meeting cycle meant that contract approvals required three weeks to go through Leadership Team, Councillor Briefing and an Ordinary Council meeting before being approved.

2. Purpose

The Committee is established for the purpose of:

- 2.1 Making decisions on Council contracts between \$250,000 and \$1,000,000, thereby expediting the contract approval process.

3. Objectives

The objectives of the Committee are:

- 3.1 To specifically streamline decision-making processes of Council.

4. Roles and Responsibility

The role of the Committee is:

- 4.1 To exercise Council's powers and carry out Council's duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation; and
- 4.2 To only consider contracts that meet the following criteria:
 - 4.2.1 Contracts of value between \$250,000 and \$1,000,000;
 - 4.2.2 Recommended contracts within the Council approved budget;



- 4.2.3 Full contract evaluation reports have been prepared in accordance with Council's procurement policy, including the consideration of local content;
- 4.2.4 Contract evaluation reports are authorised by the relevant Director and the Chief Executive Officer.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives Council delegates to the members of the Delegated Committee, pursuant to section 11(1)(a) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1. The Committee will consist of a minimum of three (3) members comprising:
 - 6.1.1 Three (3) Sustainability Portfolio Councillors.
- 6.2. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.3. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.4. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.5. The Councillor appointed by the Council or the Mayor will be the Chairperson of the Committee in accordance with section 63(2)(a) of the *Local Government Act 2020*.
- 6.6. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.
- 6.7. All of the Committee members must submit primary and ordinary returns to Council in accordance with section 81 of the *Local Government Act 1989* and after 24 October 2020, initial personal returns and biannual personal returns in accordance with sections 133 and 134 of the *Local Government Act 2020*.
- 6.8. The Committee has the discretion to refer any contract submitted to it to the full Council for decision if the Committee so determines.



7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
 - 7.1.1 Council's Governance Rules;
 - 7.1.2 section 61 *Local Government Act 2020*; and
 - 7.1.3 the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet weekly or as agreed by the Committee from time to time.
- 7.3 A quorum of the Committee will be two (2) Councillors.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.
- 7.5 Administrative support to the Committee will be provided by the Business Services Executive Assistant.

8. Reporting

- 8.1. The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:
 - 8.1.1 Council's Governance Rules;
 - 8.1.2 the Committee's discretion, as exercised from time to time;
- 8.2 The Committee can report to Council as required.
- 8.3 Where requested by Council, the Committee must report its activities and performance to a meeting of Council.

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
 - 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference and the Instrument of Delegation:
 - 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.



9.3 The Committee must be dissolved by a resolution of Council.

9.4 The Terms of Reference will be reviewed as required.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Her Majesty's Theatre Board Delegated Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Her Majesty's Theatre Board Delegated Committee (Committee) pursuant to section 63 of the *Local Government Act 2020* (LGA). The Committee is established to provide advice on matters relating to the performing arts in Ballarat and the management of Her Majesty's Theatre.
- 1.2. The members of a Delegated Committee have the powers, duties and functions of Council as set out in these Terms of Reference and the Instrument of Delegation. These Terms of Reference set out the structure and basis on which the Committee can make decisions for and on behalf of Council.
- 1.3. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of providing advice to Council on:

- 2.1 the strategic direction regarding Her Majesty's Theatre;
- 2.2 industry trends and focus within the performing arts; and
- 2.3 setting the priorities for performing arts activities at Her Majesty's Theatre Ballarat and other venues that will enhance Ballarat as a place for the performing arts.

3. Objectives

The objectives of the Committee are:

- 3.1 Provide a critical link between Council, staff, the people of Ballarat, and the performing arts community;
- 3.2 Contribute advice from a skills-based perspective to ensure that Council's policies, strategies and programs are relevant to Her Majesty's Theatre and the performing arts;
- 3.3 Stimulate community dialogue and debate through raising contemporary issues with staff, patrons, users and consistent with all Council policies;
- 3.4 Advise on the development and implementation of a strategy for the Theatre that provides for a range of cultural experience that support Ballarat and district residents and stakeholders, including local theatre companies and Royal South Street Society;
- 3.5 Advise and advocate for the central importance of performing arts of the Ballarat community;
- 3.6 Provide advice and guidance around programming and events to ensure they are managed in a financially responsible manner; and



- 3.7 Support the City of Ballarat in its leadership role in the performing arts.

4. Roles and Responsibility

The role of the Committee is:

- 4.1 To exercise Council's powers and carry out Council's duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation, for Her Majesty's Ballarat;
- 4.2 Provide strategic guidance to Council and Council officers on the management of Her Majesty's Theatre;
- 4.3 Advise on the Theatre operations to enhance the delivery of a safe and welcoming environment for staff, users and patrons consistent with all Council Policies;
- 4.4 Advise on the development and implementation of a strategy for Her Majesty's Ballarat that provides for a range of cultural experiences that support Ballarat and district residents and stakeholders, including local theatre companies and the Royal South Street Society;
- 4.5 Provide advice and recommendation to Council on the development of strategies, policies and projects pertaining to Her Majesty's Theatre and the performing arts in Ballarat;
- 4.6 Promote the participation of Her Majesty's Theatre and the performing arts in the strategic planning and development of activities within Ballarat;
- 4.7 Review and advise on how Theatre operates in a financially responsible manner and delivers good value to stakeholders; and
- 4.8 Support the work of Council in developing partnerships with the wider community and government sector to promote and development the performing arts within Ballarat.

5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives Council delegates to the members of the Delegated Committee, pursuant to section 11(1)(a) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.



6. Membership

- 6.1. The Committee will consist of 12 (Twelve) members comprising:
 - 6.3.1 Four (4) external skills-based community members, sought through publicly Invited Expressions of interest;
 - 6.3.2 Four (4) members nominated by the Royal South Street Society Inc;
 - 6.3.3 One (1) User Group representative nominated by consensus of local user groups; and
 - 6.3.4 Three (3) Councillors appointed by the City of Ballarat.
- 6.2. Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.3. Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.4. Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.5. The Councillor appointed by the Council or the Mayor will be the Chairperson of the Committee in accordance with section 63(2)(a) of the *Local Government Act 2020*.
- 6.6. If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.
- 6.7. All of the Committee members must submit primary and ordinary returns to Council in accordance with section 81 of the *Local Government Act 1989*.
- 6.8. Membership is for a three (3) year period, Board members have an option to reapply to the Board for a further 3-year term with the approval of Council with a limitation of 2 consecutive terms, with the exception of the Royal South Street Society CEO who may serve additional terms.
- 6.9. Terms of membership will expire in December on a triennial basis.

7. Meetings

- 7.1. Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
 - 7.1.1 Council's Governance Rules;
 - 7.1.2 section 61 *Local Government Act 2020*; and
 - 7.1.3 the Committee's discretion, as exercised from time to time.
- 7.2. The Committee will meet at least six (6) times per year or as agreed by the Board from time to time.
- 7.3. A quorum of the Committee will be half of the members plus one.



- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.

8. Reporting

- 8.1. The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:
- 8.1.1 Council's Governance Rules;
 - 8.1.2 the Committee's discretion, as exercised from time to time;
 - 8.1.3 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
- 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference and the Instrument of Delegation:
- 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 These terms of reference will be reviewed as required.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

Planning Delegated Committee

Terms of Reference



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1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Planning Delegated Committee (Committee) pursuant to section 63 of the *Local Government Act 2020* (LGA). The Committee is established to oversee the implementation of matters as they relate to Statutory Planning and Strategic Planning under delegation from Council as the responsible Authority under the *Planning and Environment Act 1987*.
- 1.2. The purpose of the Planning Delegated Committee is to:
 - 1.2.1 Assess and determine planning permit applications which cannot be assessed and determined by Council officers under delegation and/or which are 'called in' by Councillors or are otherwise referred at the discretion of the Council officer;
 - 1.2.2 provide Council with advice and recommendations with respect to relevant strategic planning matters to assist its decision making for the community in Ballarat; and
 - 1.2.3 make decisions in relation to proposed Planning Scheme amendments as permitted by the *Planning and Environment Act 1987*, in particular to seek authorisation of an amendment and to refer submissions to a panel.
- 1.3. The members of a Delegated Committee have the powers, duties and functions of Council as set out in these Terms of Reference and the Instrument of Delegation. These Terms of Reference set out the structure and basis on which the Committee can make decisions for and on behalf of Council.
- 1.4. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

2. Purpose

The Committee is established for the purpose of:

- 2.1 Considering applications for planning permits which cannot be assessed and determined by Council officers under delegation and/or which are 'called in' by Councillors or are otherwise referred at the discretion of the Council officer;
- 2.2 Hearing submissions on matters relating to proposed Planning Scheme amendments;
- 2.3 Making decisions in relation to proposed Planning Scheme amendments as permitted by the *Planning and Environment Act 1987*, in particular seeking authorisation of an amendment and to refer submissions to a panel; and
- 2.4 Considering broader strategic planning policy directions/proposals and making recommendation to Council about such matters.



3. Objectives

The objectives of the Committee are:

- 3.1 To establish a process for consideration of applications for planning permits which are 'called in' by a Councillor or referred by a Council officer in their discretion (eg where they determine that the matter is of community interest or significant); and
- 3.2 To consider broader strategic planning policy directions/proposals, to make decisions under the *Planning and Environment Act 1987* (as far as possible), and to make recommendations to Council.

4. Roles and Responsibility

The role of the Committee is:

- 4.1 to exercise Council's powers and carry out Council's duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation, for:
 - a. the assessment and determination of any applications for planning permits as the responsible authority under the *Planning and Environment Act 1987*;
 - b. in relation to strategic planning matters, the:
 - i. consideration of strategic planning matters;
 - ii. hearing from submitters;
 - iii. seeking of authorisation from the Minister for Planning to proceed with a proposed Planning Scheme amendment;
 - iv. referral; of submissions to a panel under Part 8 of the *Planning and Environment Act 1987*; and
 - v. making recommendations to Council in respect of strategic planning issues; and
 - c. the referral of any planning submission to Council for decision;
- 4.2 to support the delivery of Council's obligations under the *Planning and Environment Act 1987*; and
- 4.3 to manage the implementation and ongoing review of strategic planning policies and strategies.



5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives Council delegates to the members of the Delegated Committee, pursuant to section 11(1)(a) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on [# insert date and resolution number] and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

6. Membership

- 6.1 The Committee will consist of all nine (9) Councillors:
- 6.2 Council Officers who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.3 Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.4 Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.5 The Councillor appointed by the Council or the Mayor will be the Chairperson of the Committee in accordance with section 63(2)(a) of the *Local Government Act 2020*.
- 6.6 If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.
- 6.7 All of the Committee members must submit primary and ordinary returns to Council in accordance with section 81 of the *Local Government Act 1989* and after 24 October 2020, initial personal returns and biannual personal returns in accordance with sections 133 and 134 of the *Local Government Act 2020*.

7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
 - 7.1.1 Council's Governance Rules;
 - 7.1.2 section 61 *Local Government Act 2020*; and
 - 7.1.3 the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet once each month, or with frequency as determined by resolution of Council, or in the absence of such a resolution, with such greater frequency as agreed by the Committee from time to time.



- 7.3 A quorum of the Committee will be half of the members plus one.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.
- 7.5 Sub committees may be appointed by the Committee and meet between general meetings and as authorised by the full Committee. Sub committees do not have any delegated powers.

8. Reporting

The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:

- 8.1 Council's Governance Rules;
- 8.2 the Committee's discretion, as exercised from time to time;
- 8.3 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.

9. Creation and Dissolution

- 9.1 By these Terms of Reference, the:
 - 9.1.1 Committee is established; and
 - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference and the Instrument of Delegation:
 - 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
 - 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 The Terms of Reference will be reviewed as required.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

10.13. GOVERNANCE REVIEW OF POLICIES

Division: Executive Unit
Director: Janet Dore
Author/Position: Cameron Montgomery – Executive Manager Governance and Risk

OFFICER RECOMMENDATION

Council resolves to:

- 1. Rescind the following policies:**
 - **Committees Policy (R287/19)**
 - **Councillor Reimbursement Policy (R366/18)**

- 2. Adopt the following revised policies:**
 - **Committee Policy**
 - **Council Expenses Policy**

EXECUTIVE SUMMARY

The purpose of the report is for Council to adopt the revised Committee Policy and Council Expenses Policy.

RATIONALE

The City of Ballarat Council Plan 2017 – 2021, outlines four main goals for the Council: Liveability, Prosperity, Sustainability and Accountability. The aim of the accountability goal is 'to provide strong and decisive leadership, and transparent governance'. Over the years, the City of Ballarat have created a large and diverse number of documents in the form of policies, procedures and guidance material that help assist Council to meet their statutory obligations, but also drive delivery against Council's strategic goals.

Section 41 of the *Local Government Act 2020* (the Act) stipulates that Council must adopt and maintain an expenses policy in relation to the reimbursement of the out-of-pocket expenses for Councillors and members of delegated committees by 1 September 2020. Until Council adopts a policy under section 41 of the Act, the policy adopted by Council under section 75 of the *Local Government 1989* applies as if it has been adopted under this Act. Council have created the Council Expenses Policy to align with the Act and have populated into the policy template. As a result, the Councillor Reimbursement Policy adopted by Council on 12 December 2018 (R366/18) must be rescinded.

The Committee Policy has been extensively reviewed to include Delegated Committees, Community Asset Committees, the removal of Special Committees and the removal of the replication of information already included in Council's Governance Rules and Committee Terms of References'.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- *Local Government Act 2020*

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/Cultural	Yes	Yes
Environmental/Sustainability	No	No
Economic	No	No
Financial/Resources	Yes	Yes
Risk Management	Yes	Yes
Implementation and Marketing	Yes	Yes
Evaluation and Review	Yes	Yes

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural – Providing accurate, clear and accountable policies enables Council ‘to provide strong and decisive leadership, and transparent governance’ to the community.

Financial/Resources – There are no budget implications associated with the review of governance policies, outside of normal operating expenditure.

Risk Management – Regularly reviewing and ensuring accurate and up to date policies is a risk mitigation approach that assists Council to meet statutory requirements imposed by the *Local Government Act 2020*.

Implementation and Marketing – A copy of the revised policies will be available on Council’s website and Intranet site.

Evaluation and Review – The revised policies will be reviewed within 4 years.

CONSULTATION

There has been consultation with relevant staff to ensure the correct responsibilities under the Act have been appointed. The revision and adoption of revised policies does not require any public consultation.

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Committee Policy that was adopted by Council Resolution (R287/19)
- Councillor Expenses Policy that was adopted by Council Resolution (R366/18)

ATTACHMENTS

1. Committee Policy [**10.13.1** - 6 pages]
2. Council Expenses Policy [**10.13.2** - 8 pages]



COMMITTEE POLICY

1.0 Purpose

This policy is intended to provide a consistent basis for the establishment and operation of Council Committees and provide:

- Support and direction in the formation of Committees and distinction between the roles and responsibilities of different Committees; and
- Council with an opportunity to monitor the performance and relevance of all Committees against the Council Plan, the documented Terms of Reference and objectives of each Committee to ensure that Committees do not operate in perpetuity beyond achieving their purpose.

This policy intends to promote a collaborative environment with Council and the community; and it is expected that all members will contribute to the Committee on equal terms, openly, honestly and without fear of discrimination.

2.0 Scope

In accordance with Section 63 of the *Local Government Act 2020* (the Act), Council may establish Delegated Committees to provide forums for the community to engage with Council, present views and support Ballarat City Council on issues relevant to Council activities.

In accordance with Section 65 of the Act, Council may establish a Community Asset Community for the purpose of managing a community asset in the municipal district.

Councillors, Delegated Committee members, Community Asset Committee members and Council Officers are to comply with this policy to meet legislative requirements.

3.0 Policy Statement

3.1 Delegated Committees

In accordance with section 63 of the Act, Council may establish one or more Delegated Committees. Council defines the purpose and membership of a Delegated Committee as a formally appointed Committee established under section 63 of the Act. The Council may formally delegate decision-making powers and responsibility to Delegated Committee members through an Instrument of Delegation. This Instrument spells out the Committee member's roles and enables them to exercise functions and powers of Council, within certain constraints.

3.1.1 Terms of Reference

A standard Terms of Reference template creates a common ground for all Committees. The Terms of Reference will provide a framework within which the Committee operates. A template is available from the Risk & Compliance Team. The Terms of Reference for a Delegated Committee must:

- Be presented to Council for consideration and adoption;
- Include a clear statement of purpose and the Committee's objectives. Objectives should be supported by measurable outcomes that are reported to Council; and



- Be reviewed by the Committee as it sees fit. Any proposed changes to the Terms of Reference resulting from a review must be agreed on by the Committee and be presented to the Council for formal approval; and
- Be available on the Council's website and electronic record system.

The Terms of Reference are subject to Council resolution and are not effective until that approval through a resolution has been received.

3.1.2 Membership, Period of Membership and Method of Appointment

As per Council's Governance Rules, Councillors are appointed to Delegated Committees annually. Council Officers are appointed to Committees at the discretion of the Chief Executive Officer.

A Delegated Committee may comprise solely of Councillors, Officers or other persons; or a combination thereof. The most appropriate mix of membership for each Delegated Committee will be determined by the Council at the formation of the Delegated Committee.

Council may appoint or remove members of the Delegated Committees at any time pursuant to section 63(1)(b) of the Act and in accordance with the Terms of Reference. Membership changes need to be adopted by Council.

Council Officers are there to provide advice and support to the Committee where appointed.

Delegated Committee members are obligated to lodge Returns of Interests that disclose information about personal circumstances that may give rise to conflicts of interests in certain circumstances to ensure compliance with section 81 of the *Local Government Act 1989*.

3.1.3 Delegated Authority and Decision Making

The formal Instrument of Delegation provides Delegated Committee members with the delegated authority to make decisions as if it were Council. The Instrument of Delegation will define the Delegated Committee's Terms of Reference/purpose. A decision of a Delegated Committee which does not relate to a matter delegated to that Delegated Committee cannot be given effect to until formally approved by the Council.

The Instrument of Delegation is not effective until approval through a resolution has been received and the document is signed and sealed with Council's Common Seal, however, the previous Instrument of Delegation will remain in force until the seal has been fixed on the approved Instrument of Delegation. The Risk & Compliance Team will arrange for Signing and Sealing.

3.1.4 Production of Agendas and Minutes

In accordance with Council's Governance Rules, an agenda must be prepared and distributed prior to each meeting of the Delegated Committee at least two business days before the meeting. The agenda serves to list the matters to be discussed at the meeting in order to keep the discussion focused and to assist with time management of the meeting. The agenda should address meeting formalities such as:

- Time, date, location, meeting name;
- Attendances and apologies;
- Declaration of conflicts of interests;
- Acceptance of minutes from the previous meeting;
- Note of actions from previous meeting;
- Reports (special projects, correspondence, etc.);
- Matters arising not on the agenda;
- Action items from this meeting; and



- Date of next meeting.

The Chairperson must prepare and circulate the minutes of all meetings and forward to the Committee members within 14 days of holding the meeting. The minutes of the Delegated Committee must:

- a) Contain details of the proceedings and resolutions made;
- b) Be clearly expressed;
- c) Be self-explanatory;
- d) In relation to resolutions recorded in the minutes, incorporate relevant reports or a summary of the relevant reports considered in the decision-making process; and
- e) Resolutions made at the meeting must clearly state the intention and effect of the resolution.

The Chairperson must arrange for minutes of each meeting to be kept. The Chairperson must submit the minutes of a Committee meeting to the next meeting of the Committee for confirmation and adoption. On adoption, the Chairperson at the meeting must sign the minutes and certify that they have been confirmed.

In addition, the minutes must be provided to the Risk and Compliance Unit by post, email or by hand to:

City of Ballarat – Risk and Compliance
Governance@ballarat.vic.gov.au

PO Box 655
Ballarat, Vic 3353

Agendas and minutes are to be lodged in and made available on Council's electronic document management system and will be placed on Council's website unless the details on the decisions are confidential.

3.1.5 Dissolution

Delegated Committees may at any meeting agree to disband and return its responsibilities to Council. In this instance, Council requires immediate notification in writing of the Committee's intention before dissolution. Alternatively, if the Delegated Committee does not fulfil its obligations, Council may disband the Delegated Committee. In either case, the Chairperson is obliged to make the following arrangements within one month of disbanding:

- The Delegated Committee bank account must be closed, and the balance immediately forwarded to Council; and
- All keys to buildings must be returned to Council.

Dissolution requires a formal resolution of Council. In order for this to occur the Committee must pass a resolution to disband or change its status from a Delegated Committee to an Advisory Committee of Council. The Risk & Compliance Team will be able to provide assistance and the following is required:

- Recommendation to endorse that the Delegated Committee disband or change its status from a Section 63 Delegated Committee to an Advisory Committee;
- Recommendation to revoke the Instrument of Delegation; and
- If changing status, recommendation to endorse the Advisory Committee Terms of Reference.

3.1.7 Council expenses

In accordance with section 41 of the Act, Council must reimburse out of pocket expenses for Councillors and members of Delegated Committees.



3.1.8 Indemnity provision

In accordance with section 43 of the Act, Council must indemnify and keep indemnified each Councillor, member of a Delegated Committee and a member of a Community Asset Committee against all actions or claims whether arising during or after their term of office in respect of anything necessarily done or reasonably done or omitted to be done in good faith:

- In the performance of a duty or function or the exercise of power under this Act, the regulations or a local law or any other Act; or
- In the reasonable belief that the act or omission was in the performance of a duty or a performance or the exercise of a power under the Act, the regulations or a local law or any other Act.

3.2 Community Asset Committees

The main function of a Community Asset Committee is to assist the Council in managing a community asset in the municipal district. A Community Asset Committee lifespan should be aligned with and be focussed on the Council Plan and Strategy. The Chief Executive Officer may by Instrument of Delegation delegate any power, duty or function of the Council that has been delegated to the Chief Executive Officer to members of the Community Asset Committee.

3.2.1 Terms of Reference

A standard Terms of Reference template creates a common ground for all Committees. The Terms of Reference will provide a framework within which the Committee operations. A template is available from the Risk & Compliance Team. The Terms of Reference for a Community Asset Committee must:

- Include a clear statement of purpose and the Committee's objectives. Objectives should be supported by measurable outcomes that are reported to the Council;
- Be reviewed by the Committee as seen fit. Any proposed changes to the Terms of Reference resulting from a review must be agreed on by the Committee and be presented to the Council for formal approval; and
- Be available on the Council's website and electronic record system.

The Terms of Reference are subject to Council resolution and are not effective until that approval through a resolution has been received.

3.2.2 Membership, Period of Membership and Appointment

In accordance with section 65(1) of the Act, Committee members are appointed by Council. Council Officers are appointed to Committees at the discretion of the Chief Executive Officer. The Chief Executive Officer may formally delegate decision-making powers and responsibility to Community Asset Committee members through an Instrument of Delegation. This Instrument spells out the Committee member's roles and enables them to exercise functions and powers of Council, within certain constraints.

All appointments to Community Asset Committees are subject to Council resolution and are not effective until that endorsement has been received via a report to Council.

Council may appoint or remove members in accordance with the Terms of Reference.

Council Officers are there to provide advice and support to the Committee where necessary and have no voting rights.

3.2.3 Delegated Authority and Decision-Making Powers

Community Asset Committee members have delegations from the Chief Executive Officer in accordance with section 47(1) of the Act. To comply with section 47(4) of the Act the delegation to the members of a



Community Asset Committee to be subject to the terms and conditions specified by the Chief Executive Officer, which must include the following:

- The specified limit on any financial delegation and the specified purpose for which the financial delegation may be used;
- Compliance with specified governance requirements to ensure appropriate standards of probity are met; and
- Specified monitoring and reporting of the activities and performance of the Community Asset Committee.

3.2.4 Production of Agendas and Minutes

Agendas and minutes must be prepared for each meeting of a Community Asset Committee. The agenda must be provided to members of the Committee at least two days before the time fixed for the holding of the meeting.

The Chairperson must arrange for minutes of each meeting to be kept. The minutes of a meeting of a Community Asset Committee must:

- Contain details of the proceedings and resolutions made;
- Be clearly expressed;
- Be self-explanatory; and
- In relation to resolutions recorded in the minutes, incorporate relevant reports or a summary of the relevant reports considered in the decision-making process.

Minutes must be approved by the Chairperson before being published or distributed and then formally endorsed at a subsequent meeting.

The minutes, once adopted at the next meeting are to be submitted to Council via the Risk and Compliance Unit by post, email or by hand to:

City of Ballarat – Risk and Compliance
Governance@allarat.vic.gov.au
PO Box 655
Ballarat, Vic 3353

The Chief Executive Officer must submit an annual report in relation to the activities and the performance of the established Community Asset Committees.

3.2.5 Dissolution

Community Asset Committees may at any meeting agree to disband. In this event, Council requires immediate notification in writing of the Committee's intention before dissolution. Alternatively, if the Community Asset Committee does not fulfil its obligations, Council may disband the Community Asset Committee.

Dissolution requires a formal resolution of Council. In order for this to occur, the Committee must pass a resolution to disband. The Risk and Compliance Unit will be able to provide assistance and the following is required:

- The record of the meeting disbanding needs to be forward to governance@ballarat.vic.gov.au;
- A Council report recommendation to endorse that the Community Asset Committee disband;
- A recommendation to revoke the Terms of Reference; and
- The Instrument of Delegation from the CEO would need to be revoked by the CEO.



4.0 Supporting documents and references

4.1 Legislation

- *Local Government Act 1989*
- *Local Government Act 2020*
- *Local Government (General) Regulations 2015*

4.2 Associated Documents

- Governance Rules
- Councillor Code of Conduct
- Employee Code of Conduct
- *The Role and Future of Citizen Committees in Australian Local Government 2013*

5.0 Policy owner

Executive Manager Safety, Risk and Compliance

6.0 Authorisation

Adopted by xxx on xxxx.



COUNCIL EXPENSES POLICY

1.0 Purpose

This policy specifies procedures to be followed regarding the reimbursement of reasonable out of pocket expenses for Councillors and members of Delegated Committees as required under Section 41 of the *Local Government Act 2020* (the Act).

This policy also provides guidance on:

- entitlements
- processes for reimbursement
- reporting requirements.

This policy is intended to ensure that Councillors and members of Delegated Committees are supported to perform their duties without disadvantage.

2.0 Scope

This policy applies to:

- Councillors of Ballarat City Council
- members of Delegated Committees of Ballarat City Council.

Councillor duties are those performed by a Councillor as a necessary part of their role, in achieving the objectives of Council.

These duties may include (but are not limited to):

- attendance at meetings of Council and its committees;
- attendance at briefing sessions, workshops, civic events or functions convened by Council;
- attendance at conferences, workshops and training programs related to the role of Councillor, Mayor or Deputy Mayor;
- attendance at meetings, events or functions representing Council; or
- duties in relation to constituents concerning council business.

Members of Delegated Committees exercise powers of Councillors, under delegation. This policy also applies to those members in the course of undertaking their role as Delegated Committee members.

3.0 Policy Statement

3.1 Council Expenses

Councillors and members of Delegated Committees are entitled, under section 40 of the Act, to reimbursement of expenses reasonably incurred in the performance of their duties.

This policy ensures that the reimbursement of these expenses is in accordance with the Act and meets the Act's principles of public transparency; achieving the best outcomes for the municipal community; and ensuring the ongoing financial viability of the Council.



Councillors and members of Delegated Committees will be reimbursed for out-of-pocket expenses that are:

- bona fide expenses; and
- have been reasonably incurred in the performance of the role of Councillor; and
- are reasonably necessary for the Councillor and member of a Delegated Committee to perform this role.

3.2 Travel and Related Expenses

Upon the completion and forwarding of a travelling claim form to Council (Appendix 3), travelling expenses, once approved, will be paid to Councillors and members of a Delegated Committee under the following circumstances:

- To attend Council and Delegated Council meetings and meetings of Committees of Council.
- To attend formal briefing sessions and civic or ceremonial functions convened by Council or the Mayor.
- To attend meetings scheduled by Council.
- To attend meetings necessary for the Councillor or member of a Delegated Committee to exercise a delegation given by Council.
- To attend a meeting, function or undertake other official duties as a representative of Council or the Mayor.
- To attend meetings of community groups, organisations and statutory authorities to which the Councillor or member of a Delegated Committee has been appointed Council's delegate or is authorised by Council to attend, but the reimbursement by Council is to be diminished by however much the external party pays travelling expenses directly.
- To attend an inspection of a street, property or area or to discuss with any person any matter related to Council business, and/or to carry out activities in the capacity of a Councillor or member of a Delegated Committee.
- To attend discussions with Council officers on any matters relating to the city.
- To attend meetings or to participate in delegations or deputations to which the Councillor or member of a Delegated Committee has been appointed as a representative of Council or the Mayor.
- Accommodation and related expenses required for attendance at seminars, conferences or attendance at functions will be included in expense entitlement for Councillors.

Claims are to be submitted monthly to Council using the Claim Form for Councillors or Member of Delegated Committee.

Reimbursement of motor vehicle expenses shall be paid based on the rate set out in the City of Ballarat Enterprise Agreement No 8, 2019, where vehicles used for business purposes. In the case where Council business is carried out before or after travelling to the normal place of business, the normal kilometres travelled to and from the normal place of work shall be excluded from the number of kilometres claimed. The minimum details required for the claiming of travelling expenses are:

- Date
- Time



- Starting Point
- Destination
- Purpose of business
- Starting kilometres
- Ending kilometres
- Kilometres claimed

3.3 Interstate and International Traveling Expenses

As part of their duties the Mayor and Councillors may be required to undertake interstate and international travel on behalf of Council. Representation of Council at national and international levels is an important part of developing, communicating and implementing Council policy. The following provides guidance regarding interstate and international travel:

- When Councillors are travelling interstate the mode of transport is to be determined on the advice of the Chief Executive Officer based on the most cost and time effective form of transport.
- Traveling expenses associated with conference airfares, accommodation and taxi is available.
- The reimbursement requires the Chief Executive Officer's authorisation prior to payment.
- All international travel proposed to be undertaken by a Councillor during their duties requires prior approval by the Council and must be within budget and directly related to the Council Plan objectives.
- A post travel report is required for all approved international travel undertaken.
- Others accompanying Councillors (such as spouses, children, partners) to conferences or other events, travel and attend at their own expense.
- Travel must be undertaken in the most cost-effective manner and all travel plans must consider appropriate Occupational Health and Safety.
- Any time occupied in other than authorised Council business is not to be included in the calculation of any expenses to be paid.
- Where travel is by flight within Australia, the standard form of travel will be economy class.
- Where travel is by flight outside of Australia, the standard form of travel will be premium economy class.
- Claims will only be paid on the basis of the actual form of transport used in the form of reasonable allowances towards or reimbursement of necessary out of pocket expenses.
- Council maintains travel insurance and Council Risk and Compliance Unit will assist with any claims.

3.4 Professional Development

Councillors will be reimbursed for attendance at courses, seminars and conferences and associated fees and materials. All professional development must relate to the duties of Councillor and comply with the 'Councillor Professional Development' Policy. Use of this allowance requires the Chief Executive Officer and Mayor's authorisation prior to attendance and payment.

3.5 Stationery

Council shall, upon request, provide Councillors with standard stationery held or obtained generally for the organisation's requirements. The stationery may include, but not necessarily be limited to, paper,



business cards, writing implements, writing pads, envelopes and the like. Requests for stationery should be made to the Civic Support team.

3.6 Memberships

Councillors will be reimbursed for payment of memberships. Memberships must relate to the duties of a Councillor and require the Chief Executive Officer's authorisation prior to reimbursement.

3.7 Protective Clothing

Council shall, upon request, lend/purchase for Councillors items of protective clothing required to assist in carrying out the duties of the Councillor. All purchases must be approved by the Chief Executive Officer.

3.8 Attendance by Spouse or Partner at Seminars, Conferences and Civic Functions

Where a Councillor is attending a conference or seminar, Council will only fund the Councillor. Where a Councillor's partner is named on an invitation to attend an event with the Councillor the spouse/partner will be funded under this policy. This requires the Chief Executive Officer's authorisation prior to payment or reimbursement.

The spouse/partner of any Councillor is to be invited to any functions hosted by the Mayor and/or Chief Executive Officer at the expense of Council.

3.9 Carer and Dependent-related Expenses

Council will provide reimbursement of costs where the provision of childcare is reasonably required for a Councillor or member of a Delegated Committee to perform their role (s 41(2)(c)).

This applies to the care of a dependent, while the Councillor or Delegated committee member is undertaking their official duties; and may include expenses such as hourly fees and booking fees, if applicable.

Council will provide reimbursement of costs where the provision of carer services is reasonably required when a councillor or Delegated committee member who is a carer (see Definitions) incurs reasonable expenses in the performance of their duties (s 41(2)(d)).

Payments for carer and childcare services will not be made to a person who resides with the Councillor or Delegated committee member; has any financial or pecuniary interest with the Councillor or Delegated committee member; or has a relationship with the Councillor, Delegated Committee member or their partner.

These costs must be necessarily incurred under the following circumstances:

- To attend Council and Delegated Council meetings and meetings of Committees of Council.
- To attend formal briefing sessions and civic or ceremonial functions convened by Council or the Mayor.
- To attend meetings scheduled by Council.
- To attend meetings necessary for the Councillor to exercise a delegation given by Council.
- To attend a meeting, function or undertake other official duties as a representative of Council or the Mayor.
- To attend meetings of community groups, organisations and statutory authorities of which the Councillor has been appointed Council's delegate or is authorised by Council to attend, but the



reimbursement by Council is to be diminished by however much the Body pays any expenses directly.

- To attend an inspection of a street, property or area or to discuss with any person any matter related to Council business, and/or to carry out activities in the capacity of a Councillor.
- To attend discussions with Council officers on any matters relating to the city.
- To attend meetings or to participate in delegations or deputations to which the Councillor has been appointed as a representative of Council or the Mayor.

Reimbursement is however, subject to the following conditions:

- The hourly rate a Councillor or member of a Delegated Committee will be reimbursed for informal child care expense is \$15.00 per hour.
- In the case of care provided through an approved program by a registered provider, the amount on the official tax invoice will be paid by Council.
- Child care/carer costs are not eligible for reimbursement if paid for a child or person cared by an individual who normally or regularly lives with the Councillor.
- All claims for reimbursement are to be supported by a completed claim form and forwarded to Council on a monthly basis.

3.10 Communication Expenses

Councillors shall be provided with communication equipment which may include:

- Mobile Phone
- Laptop computer
- Tablet

This equipment will have internet connection to ensure that they can adequately and efficiently perform their duties as a Councillor. This is outlined in the Councillor Communication Equipment Policy.

Council will meet the purchase, initial installation, maintenance costs, connection fees, rental charges and all Council business call charges. All accounts for such equipment will be in the names of the Ballarat City Council.

All equipment/services provided by Council is deemed for Council business and minimal personal use will be applied. Accounts will be paid by Council and an audit conducted every six (6) months on usage fluctuations. Minimal personal use is defined as telephoning\emails\social media to home or family members while undertaking the duties as a Councillor. Excessive personal use of a Council provided communication equipment is to be reimbursed to Council.

Where a Councillor has opted to move their personal mobile phone number to Council's account and use the phone for personal calls, the Councillor must validate Council use and private use on that phone. Councillors will be provided with a Broadband internet connection of appropriate size. Where usage is over this limit an invoice will be sent to the Councillor. The Councillor will reimburse Council for these expenses. Councillors will be required to sign a statement confirming that the use of the mobile phone, Internet is for Council business with minimal personal use and there is no reimbursement applicable to Council. This form is in appendix 4.



Where a Councillor has opted to use their personal device for Council business as per the Councillor Communication Equipment Policy, the following shall apply:

- Councillors are entitled to reimbursement of Council business related communication expenses.
- Councillors will provide itemised records for reimbursement of expenses or
- Councillors will provide details of legitimacy of communication expenses that relate to Council business expenses.

3.11 Making a Claim for Reimbursement

- All claims must be made on the approved re-imbusement form available from Civic Support.
- Out-of-pocket expenses are those costs necessarily and reasonably incurred by Councillors or members of Delegated Committees for the purpose of Council business.
- Any claims for reimbursement must be completed on the prescribed form and forwarded to civicsupport@ballarat.vic.gov.au or Civic Support PO Box 655 Ballarat 3353
- The basic test that will be applied to determine whether or not an expense is lawfully incurred is whether the expenditure is necessary and reasonable to complete duties as a Councillor or member of a Delegated Committee. This determination will be made by the Chief Executive Officer.
- When claiming out-of-pocket expenses, original receipts or supporting documentation must be provided to support claims.
- Any costs incurred by a Councillor or member of a Delegated Committee which are not deemed necessary for the purpose of Council business will not be reimbursed.
- As part of Council's commitment to open and transparent governance and to meet the requirements of the Act and *Local Government (Planning and Reporting) Regulations 2014*, details of expenses incurred by Councillors are made public on an annual basis. The regulations outline the Councillor expense categories which form the basis of the reporting. All registers related to interests, travel and gifts that relate to this policy will be kept and made available as required.
- Councillors will be provided with the reports on Councillor expenses at least 14 days prior to publication to review and seek clarification where required.
- All expense claims must be lodged within three (3) months of expenses being incurred. At the end of the financial year all claims must be received no later than one month after the financial year. Any claims received after this time will require a Council resolution to pay in the current financial year.
- Reimbursements are recorded in a register providing sufficient detail of the nature of the expense incurred.
- Reimbursements will be made via direct debit to nominated bank accounts once approved on a monthly basis.
- Council must provide details of all reimbursements under this policy to the Audit and Risk Committee.



3.12 Roles and Responsibilities

Party/parties	Roles and responsibilities	Timelines
Council	Comply with the requirements of this policy.	Ongoing
Delegated Committee Member	Comply with the requirements of this policy.	Ongoing
Chief Executive Officer	To monitor implementation of this policy and conduct periodic reviews to drive continuous improvement.	Ongoing
Civic Support Staff	Manage areas of responsibility to ensure requests for reimbursements and payment of expenses are completed in accordance with this policy.	Ongoing

4.0 Supporting documents and references

4.1 Legislation

- *Carers Recognition Act 2012*
- *Charter of Human Rights and Responsibilities Act 2006*
- *Equal Opportunity Act 2010*
- *Freedom of Information Act 1982*
- *Gender Equity Bill 2020*
- *Local Government Act 1989*
- *Local Government Act 2020*
- *Privacy and Data Protection Act 2014*

4.2 Associated Documents

Council's:

- a) Governance and Integrity Framework;
- b) Governance Rules;
- c) Public Transparency Policy;
- d) Privacy Policy; and
- e) Open Data Policy.

4.3 Definitions

Carer	A carer is defined under section 4 of the <i>Carers Recognition Act 2012</i> .
Delegated Committee	Delegated Committees are defined under section 63 of the Act.



5.0 Monitoring, evaluation and review

Council commits to monitoring processes related to Council expenses, reimbursements and transparent reporting such expenses to understand the overall level of success in the policy's implementation.

A periodic review of this policy will be undertaken to ensure any changes required to strengthen or update the policy are made in a timely manner.

6.0 Human Rights Charter

This policy has been reviewed against and complies with section 13 of the *Charter of Human Rights and Responsibilities Act 2006*, as this policy aligns with and provides for the protection of an individual's right not to have their privacy unlawfully or arbitrarily interfered with. It is also in line with section 18 which recognises a person's right to participate in the conduct of public affairs.

7.0 Policy owner

The owner of this policy is the Chief Executive Officer. All enquiries regarding this policy should be initially directed to the Director Business Services or for statutory compliance requirements to the Executive Manager Safety Risk and Compliance Services.

8.0 Applicability

The policy applies to all Councillors, Members of Delegated Committees, Council Officers of the City of Ballarat.

9.0 Authorisation

Adopted by Ballarat City Council, R.../

10.14. S5 INSTRUMENT OF DELEGATION - COUNCIL TO CEO

Division: Executive Unit
Director: Janet Dore
Author/Position: Cameron Montgomery – Executive Manager Governance and Risk

OFFICER RECOMMENDATION

In the exercise of the powers conferred by section 11(1)(b) of the *Local Government Act 2020*, Ballarat City Council resolves that:

- 1. There be delegated to the person holding the position, acting in or performing the duties of Chief Executive Officer the powers, duties and functions set out in the attached Instrument of Delegation to the Chief Executive Officer, subject to the conditions and limitations specified in that Instrument.**
- 2. The Instrument comes into force immediately the common seal of Council is affixed to the Instrument.**
- 3. On the coming into force of the Instrument all previous delegations to the Chief Executive Officer are revoked.**
- 4. The duties and functions set out in the Instrument must be performed, and the powers set out in the instruments must be executed, in accordance with any guidelines or policies of Council that it may from time to time adopt.**

EXECUTIVE SUMMARY

The purpose of this report is to enable Council to revoke all previous S5. Instruments of Delegation (Instrument) to the Chief Executive Officer (CEO) and to endorse the attached S5. Instrument of Delegation (Instrument) to the Chief Executive Officer (CEO).

Whilst there are legislated conditions and limitations applicable to the Chief Executive Officer's delegation, a Council may impose additional conditions and limitations as it sees fit.

Upon review of the S5 Delegation, and to provide additional surety to Councillors regarding the powers they have delegated to the Chief Executive Officer, an additional limitation of expenditure unrelated to contracts not exceeding \$250,000 has been included.

RATIONALE

Section 11 of the *Local Government Act 2020* (the 2020 Act) enables Councils to delegate any power, duty or function of a Council under this Act or any other Act other than:

- The power of delegation;
- The power to elect a Mayor or Deputy Mayor;
- The power to grant a reasonable request for leave under section 35;
- Subject to subsection (3), the power to appoint the Chief Executive Officer, whether on a permanent or acting basis;
- The power to make any decision in relation to the employment, dismissal or removal of the Chief Executive Officer;

- The power to approve or amend the Council Plan;
- The power to adopt or amend any policy that the Council is required to adopt under the Act;
- The power to adopt or amend the Governance rules;
- The power to appoint the chair or the members to a delegated committee
- The power to make, amend or revoke a Local Law;
- The power to approve the budget or revised budget;
- The power to borrow money;
- Subject to section 181H(1)(b) of the *Local Government Act 1989* (the 1989 Act), the power to declare general rates, municipal charges, service rates and charges and special rates and charges; and
- Any power, duty, or function prescribed by the regulation for the purposes of this subsection.

Council is a legal entity composed of its Councillors, which acts in one of two ways, by resolution or through another acting on Council's behalf. Where Council chooses to act through others, this must be formalised through a written means known as an Instrument of Delegation. Wherever practical, that Instrument clearly articulates the nature of the delegation and any condition or limitation under which the delegation is to be exercised.

The changes to the S5 Instrument of Delegation to the Chief Executive Officer reflect the changes to the *2020 Act* and are as follows:

- Updated Condition and Limitations Schedule (see above from section 11(2) of the *2020 Act*);
- Inclusion of the power to appoint an Acting Chief Executive Officer for a period not exceeding 28 days in accordance with section 11(3) of the *2020 Act*;
- Removal of "*The member of Council staff occupying the position or title of or acting in position of the 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*" as the Chief Executive Officer and Acting Chief Executive Officer no longer require delegation from Council in order to delegate to staff as this is now specially authorised in section 47 of the *2020 Act*; and
- Updated references from the 1989 Act to the *2020 Act*.
- The inclusion of an expenditure limitation unrelated to contracts of \$250,000.

The impact of COVID-19 pandemic is still developing and could result in the inability to conduct the business of Council via Ordinary Council meetings due to restrictions imposed externally; or the failure to gain a quorum owing to Councillors not able to participate in person due to an inability to attend, illness or complying with isolation requirements. This clause remains in the Instrument and will be removed after the COVID-19 pandemic.

The new powers of delegation outlined in the *2020 Act* commenced on 1 May 2020. However, unless revoked sooner, existing delegations made by Council or the Chief Executive Officer under the 1989 Act continue in force until 1 September 2020 which is when Council is required to update the delegations.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*;
- *Local Government Act 1989*;
- *Local Government Act 2020*;
- City of Ballarat Council Plan 2017-2021.

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/Cultural	No	No
Environmental/Sustainability	No	No
Economic	No	No
Financial/Resources	No	No
Risk Management	Yes	No
Implementation and Marketing	Yes	No
Evaluation and Review	Yes	No

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Risk Management - The endorsement of a revised Instrument of Delegation to the Chief Executive Officer ensures that the core operational functions of the Council are not impeded.

Council's delegations are continuously maintained and periodically monitored to ensure that appropriate Council Officers have the power to carry out their duties lawfully. This is a key component in Council meeting its essential legislative compliance obligations.

Section 11(7) of the *Local Government Act 2020* requires Council to review all delegations within 12 months of a general election. Section 11(9) of the *Local Government Act 2020* also requires Council to update all their delegations by 1 September 2020.

Implementation/Marketing - Section 11(8) of the *Local Government Act 2020* requires Council to keep a public register of delegations which will be made available on Council's website.

Evaluation and Review - Council has conducted a substantial review of all Council delegations to align with the new *Local Government Act 2020* requirements.

CONSULTATION

The revocation and conferring of delegations does not require any public consultation, however, Council is required to keep a public register of all delegations.

Council subscribes to the Maddocks Delegations and Authorisations Service which allows for regular updates to keep abreast of changes in legislation and to ensure the effective allocation and control of decision-making powers.

OFFICERS DECLARATIONS OF INTEREST

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

ATTACHMENTS

1. S5 Instrument of Delegation - Council to CEO [10.14.1 - 4 pages]



S5 Instrument of Delegation to Chief Executive Officer

Ballarat City Council

Instrument of Delegation

to

The Chief Executive Officer



Instrument of Delegation

In exercise of the power conferred by s 11(1) of the *Local Government Act 2020 (the Act)* and all other powers enabling it, the Ballarat **City Council (Council)** delegates to the member of Council staff holding, acting in or performing the position of Chief Executive Officer, the powers, duties and functions set out in the Schedule to this Instrument of Delegation,

AND declares that

- 1. this Instrument of Delegation is authorised by a Resolution of Council passed on **##date**;
- 2. the delegation
 - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
 - 2.2 is subject to any conditions and limitations set out in the Schedule;
 - 2.3 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
 - 2.4 remains in force until Council resolves to vary or revoke it.

Date:

The Common Seal of Ballarat City Council)
 was affixed by authority of the Council in the)
 presence of:)

..... Mayor/Councillor

..... Chief Executive Officer



SCHEDULE

The power to

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

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

Conditions and Limitations

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

1. if the issue, action, act or thing is an issue, action, act or thing which involves
 - 1.1 entering into a contract exceeding the value of \$250,000 unless:
 - (a) the Contracts Delegated Committee is unable to meet to consider and approve contracts with a value of up to \$1,000,000; and/or
 - (b) Council is unable to meet to consider and approve contracts exceeding \$250,000, in which case, the financial limit that applies under this condition is \$5,000,000;
 - 1.2 making any expenditure that exceeds \$250,000 (unless it is expenditure made under a contract already entered into or is expenditure which Council is, by or under legislation, required to make in which case it must not exceed \$250,000);
 - 1.3 appointing an Acting Chief Executive Officer for a period exceeding 28 days;
 - 1.4 electing a Mayor or Deputy Mayor;
 - 1.5 granting a reasonable request for leave under s 35 of the Act;
 - 1.6 making any decision in relation to the employment, dismissal or removal of the Chief Executive Officer;
 - 1.7 approving or amending the Council Plan;
 - 1.8 adopting or amending any policy that Council is required to adopt under the Act;
 - 1.9 adopting or amending the Governance Rules;
 - 1.10 appointing the chair or the members to a delegated committee;
 - 1.11 making, amending or revoking a local law;
 - 1.12 approving the Budget or Revised Budget;
 - 1.13 approving the borrowing of money;
 - 1.14 subject to section 181H(1)(b) of the *Local Government Act 1989*, declaring general rates, municipal charges, service rates and charges and specified rates and charges;



2. 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;
3. 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;
4. 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
 - 4.1 policy; or
 - 4.2 strategyadopted by Council;
5. if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of s 11(2)(a)-(n) (inclusive) of the Act or otherwise; or
6. 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.

10.15. S6 INSTRUMENT OF DELEGATION - MEMBERS OF STAFF

Division: Executive Unit
Director: Janet Dore
Author/Position: Sarah Anstis - Statutory Compliance Officer

OFFICER RECOMMENDATION

In the exercise of the powers conferred by the legislation referred to in the attached instrument of delegation, Ballarat City 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 the common seal of Council is affixed to the instrument.
3. On the coming into force of the instrument all previous delegations to members of Council staff (other than 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.

EXECUTIVE SUMMARY

The purpose of this report is to present the revised changes to the S6 Instrument of Delegation – Members of Staff for Council’s considerations. Changes to the Instrument of delegation since the last approved iteration include:

- Changes to legislative provisions within the *Residential Tenancies Act 1997*;
- Provisions for the new role Technical Officer Building Services (TOBS) under the *Food Act 1984*, *Residential Tenancies Act 1997* and the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010*;
- Change of position title Director Development and Planning (DDP) to Director Development and Growth (DDG);
- Removal of Director Infrastructure and Environment (DIE) from the below Acts as a result of an Organisational restructure and inclusion of Director Development and Growth (DDG). Development and Facilitation and Regulatory Services have been moved to Development and Growth resulting in the requirement to replace the Director Infrastructure and Environment with Director Development and Growth;
 - *Environment Protection Act 1970*;
 - *Food Act 1984*;
 - *Local Government Act 1989*;
 - *Planning and Environment (Fees) Regulations 2016*;
 - *Planning and Environment Act 1987*;

- *Planning and Environment Regulations 2015.*
- Change of position title Executive Manager Operations and Environment (EMOE) to Executive Manager Operations (EMO);
- Change of position title Director Business Services (DBS) to Director Corporate Services (DCS);
- Change of position title Executive Manager Economic Partnerships (EMEP) to Executive Manager Economic Growth (EMEG);
- Change of position title Executive Manager Safety, Risk and Compliance Services (EMSRCS) to Executive Manager Governance and Risk (EMGR); and
- Provisions of the position Statutory Compliance Officer (SCO) to the *Cemeteries and Crematoria Act 2003, Planning and Environment Act 1987, Residential Tenancies Act 1997 and Road Management Act 2004*

The revised delegation has been reviewed at officer level and is considered appropriate for the ongoing administrative efficiency of Council. The draft revised Instrument is presented at Attachment 1. Attachment 2 outlines the legislative changes. Attachment 3 outlines the deleted provisions. Attachment 4 represents the required delegations for the new role of Technical Officer Building Services (TOBS). Attachment 5 represents the changes to the Director Infrastructure and Environment (DIE) and Director Development and Growth (DDG). Attachment 6 represents the provisions for the position Statutory Compliance Officer (SCO).

The S6 Instrument of Delegation has been updated to align with the recent legislative changes and to align with Council's new organisation structure.

RATIONALE

Section 11 of the *Local Government Act 2020* (the Act) enables Councils to delegate any power, duty or function of a Council under this Act or any other Act other than:

- The power of delegation;
- The power to elect a Mayor or Deputy Mayor;
- The power to grant a reasonable request for leave under section 35;
- Subject to subsection (3), the power to appoint the Chief Executive Officer, whether on a permanent or acting basis;
- The power to make any decision in relation to the employment, dismissal or removal of the Chief Executive Officer;
- The power to approve or amend the Council Plan;
- The power to adopt or amend any policy that the Council is required to adopt under the Act;
- The power to adopt or amend the Governance rules;
- The power to appoint the chair or the members to a delegated committee
- The power to make, amend or revoke a Local Law;
- The power to approve the budget or revised budget;
- The power to borrow money;
- Subject to section 181H(1)(b) of the *Local Government Act 1989* (the 1989 Act), the power to declare general rates, municipal charges, service rates and charges and special rates and charges; and
- Any power, duty, or function prescribed by the regulation for the purposes of this subsection.

Council is a legal entity composed of its Councillors, which acts in one of two ways – by resolution or through another acting on Council’s behalf. Where Council chooses to act through others, this must be formalised through a written means known as an *Instrument of Delegation* wherever practical, which articulates the nature of the delegation, and any condition or limitation under which the delegation is to be exercised.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*;
- *Cemeteries and Crematoria Act 2003*
- *Environment Protection Act 1970*;
- *Residential Tenancies Act 1997*;
- *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010*;
- *Food Act 1984*,
- *Local Government Act 2020*;
- *Planning and Environment (Fees) Regulations 2016*;
- *Planning and Environment Act 1987*;
- *Planning and Environment Regulations 2015*;
- City of Ballarat Council Plan 2017-2021.

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in report	Implications Identified
Human Rights	Yes	No
Social/Cultural	No	No
Environmental/Sustainability	No	No
Economic	No	No
Financial Resources	No	No
Risk Management	Yes	Yes
Implementation and Marketing	Yes	Yes
Evaluation and Review	Yes	Yes

Human Rights – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Risk Management - The endorsement of a revised S6 Instrument of Delegation ensures that the core operational functions of the Council are not impeded.

Council’s delegations are continuously maintained and periodically monitored to ensure that appropriate Council officers have the power to carry out their duties lawfully. This is a key component in Council meeting its essential legislative compliance obligations.

Section 11(7) of the *Local Government Act 2020* requires Council to review all delegations within 12 months of a general election. Section 11(9) of the *Local Government Act 2020* also requires Council to update all their delegations by 1 September 2020.

Implementation/Marketing - Section 11(8) of the *Local Government Act 2020* requires Council to keep a public register of delegations.

Evaluation and Review - Council has conducted a substantial review of all Council delegations to align with the new *Local Government Act 2020* requirements.

CONSULTATION

There has been consultation with relevant managers to ensure the correct delegations have been included.

The revocation and conferring of delegations does not require any public consultation, however, Council is required to keep registers of all delegations and authorisations made and revoked.

Council subscribes to the Maddocks Delegations and Authorisations Service which allows for regular updates to keep abreast of changes in legislation and to ensure the effective allocation and control of decision-making powers.

OFFICERS DECLARATIONS OF INTEREST

Council officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

- Council report and minutes from 11 March 2020.

ATTACHMENTS

1. S6 Instrument of Delegation [**10.15.1** - 121 pages]
2. Changed Provisions [**10.15.2** - 1 page]
3. Deleted Provisions [**10.15.3** - 1 page]
4. New Position Technical Officer Building Services (TOBS) [**10.15.4** - 1 page]
5. Changes to DIE and DDG [**10.15.5** - 43 pages]
6. Provisions for Statutory Compliance Officer (SCO) [**10.15.6** - 1 page]



Ballarat City Council

Instrument of Delegation

S6 Instrument of Delegation - Members of Staff



Instrument of Delegation

In exercise of the powers conferred by the legislation referred to in the attached Schedule, the Council:

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

Title	Position
AOBS	Administration Officer Building Services
AOEH	Administration Officer Environmental Health
AOGAF	Administration Officer Growth Areas Facilitation
AOLLT	Administration Officer Local Laws and Traffic
AOSC	Administration Officer Statutory Compliance
AOSTP	Administration Officer Statutory Planning
CAM	Coordinator Asset Management
CBS	Coordinator Building Services
CCPE	Coordinator Compliance and Parking Enforcement
CEH	Coordinator Environmental Health
CGAF	Coordinator Growth Areas Facilitation
CID	Coordinator Infrastructure Delivery
CIT	Coordinator Integrated Transport
CO	Compliance Officer
CPG	Coordinator Parks and Gardens
CRC	Coordinator Risk and Compliance



Title	Position
CRM	Coordinator Road Maintenance
CSS	Construction Site Supervisor
CSTP	Coordinator Statutory Planning
CSTPO	Coordinator Statutory Planning Operations
DCS	Director Corporate Services
DDG	Director Development and Growth
DIE	Director Infrastructure and Environment
EHO	Environmental Health Officer
EMDF	Executive Manager Development Facilitation
EMEG	Executive Manager Economic Growth
EMGR	Executive Manager Governance and Risk
EMI	Executive Manager Infrastructure
EMO	Executive Manager Operations
EMPSFM	Executive Manager Property Services and Facilities Management
EMRS	Executive Manager Regulatory Services
GAFO	Growth Areas Facilitation Officer
HSO	Health Services Officer
LLEO	Local Laws Events Officer
MBS	Municipal Building Surveyor
MED	Manager Economic Development



Title	Position
MSP	Manager Strategic Planning
MSTP	Manager Statutory Planning
Not Applicable	Not Applicable
Not Delegated	Not Delegated
PMUR	Project Manager Urban Renewal
POC	Project Officer Compliance
PPSP	Principal Planner Strategic Projects
PSTP	Principal Statutory Planner
RMCS	Road Maintenance Contract Supervisor
RMS	Road Maintenance Scheduler
RSSO	Regulatory Services Support Officer
SAO	Subdivision Administration Officer
SASO	Senior Asset Surveillance Officer
SASU	Supervisor Asset Surveillance
SCO	Statutory Compliance Officer
SO	Subdivision Officer
SP	Strategic Planner
SPAO	Strategic Planning Administration Officer
SSP	Senior Strategic Planner
SSTP	Senior Statutory Planner



Title	Position
STP	Statutory Planner
TLEH	Team Leader Environmental Health
TLPD	Team Leader Pathways and Drainage
TLPSE	Team Leader Parking Services
TLRS	Team Leader Road Safety
TLRSATS	Team Leader Regulatory Services Administration/Technical Support
TLSR	Team Leader Sealed Roads
TLUR	Team Leader Unsealed Roads
TOBS	Technical Officer Building Services
TOEH	Technical Officer Environmental Health
TSODF	Technical Support Officer Development Facilitation

3. declares that:

3.1 this Instrument of Delegation is authorised by [#insert "a resolution" or "resolutions"#] of Council passed on [#date#] [#add "and [date]", if appropriate#]; and

3.2 the delegation:

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

3.2.2 remains in force until varied or revoked;

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

and

3.2.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and

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

3.3.1 if the issue, action, act or thing is an issue, action or thing which Council has previously designated as an issue, action, act or thing which must be the subject of a Resolution of Council;



3.3.2 if the determining of the issue, taking of the action or doing of the act or thing would or would be likely to involve a decision which is inconsistent with a

(a) policy; or

(b) strategy

adopted by Council;

3.3.3 if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation; or

3.3.4 the determining of the issue, the taking of the action or the doing of the act or thing is already the subject of an exclusive delegation to another member of Council staff or delegated committee.

The Common Seal of Ballarat City Council)
was affixed by authority of the Council in the)
presence of:)

..... Mayor/Councillor

..... Chief Executive Officer



Delegation Sources

- Cemeteries and Crematoria Act 2003
- Domestic Animals Act 1994
- Environment Protection Act 1970
- Food Act 1984
- Heritage Act 2017
- Local Government Act 1989
- Planning and Environment Act 1987
- Residential Tenancies Act 1997
- Road Management Act 2004
- Cemeteries and Crematoria Regulations 2015
- Planning and Environment Regulations 2015
- Planning and Environment (Fees) Regulations 2016
- Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010
- Road Management (General) Regulations 2016
- Road Management (Works and Infrastructure) Regulations 2015



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 8(1)(a)(ii)	Power to manage one or more public cemeteries	CPG, DIE, EMO, EMPSFM	Where Council is a Class B cemetery trust
s 12(1)	Function to properly and efficiently manage and maintain each public cemetery for which responsible and carry out any other function conferred under this Act	CPG, DIE, EMO, EMPSFM	Where Council is a Class B cemetery trust
s 12(2)	Duty to have regard to the matters set out in paragraphs (a) - (c) in exercising its functions	CPG, DIE, EMO, EMPSFM	Where Council is a Class B cemetery trust
s 13	Duty to do anything necessary or convenient to enable it to carry out its functions	CPG, DIE, EMO, EMPSFM	
s 14	Power to manage multiple public cemeteries as if they are one cemetery.	CPG, DIE, EMO, EMPSFM	
s 15(1) and (2)	Power to delegate powers or functions other than those listed	CPG, DIE, EMO, EMPSFM	
s 15(4)	Duty to keep records of delegations	AOSC, CRC, DCS, EMGR, SCO	
s 17(1)	Power to employ any persons necessary	DIE, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 17(2)	Power to engage any professional, technical or other assistance considered necessary	CPG, DIE, EMO, EMPSFM	
s 17(3)	Power to determine the terms and conditions of employment or engagement	DIE, EMPSFM	Subject to any guidelines or directions of the Secretary
s 18(3)	Duty to comply with a direction from the Secretary	CPG, DIE, EMO, EMPSFM	
s 19	Power to carry out or permit the carrying out of works	CPG, DIE, EMO, EMPSFM	
s 20(1)	Duty to set aside areas for the interment of human remains	CPG, DIE, EMO, EMPSFM	
s 20(2)	Power to set aside areas for the purposes of managing a public cemetery	CPG, DIE, EMO, EMPSFM	
s 20(3)	Power to set aside areas for those things in paragraphs (a) - (e)	CPG, DIE, EMO, EMPSFM	
s 24(2)	Power to apply to the Secretary for approval to alter the existing distribution of land	CPG, DIE, EMO, EMPSFM	
s 36	Power to grant licences to enter and use part of the land or building in a public cemetery in accordance with s 36	CPG, DIE, EMO, EMPSFM	Subject to the approval of the Minister



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 37	Power to grant leases over land in a public cemetery in accordance with s 37	CPG, DIE, EMO, EMPSFM	Subject to the Minister approving the purpose
s 40	Duty to notify Secretary of fees and charges fixed under s 39	CPG, DIE, EMO, EMPSFM	
s 47	Power to pay a contribution toward the cost of the construction and maintenance of any private street adjoining or abutting a cemetery	DCS	Provided the street was constructed pursuant to the Local Government Act 1989
s 57(1)	Duty to submit a report to the Secretary every financial year in respect of powers and functions under the Act	CPG, DIE, EMO, EMPSFM	Report must contain the particulars listed in s 57(2)
s 59	Duty to keep records for each public cemetery	CPG, DIE, EMO, EMPSFM	
s 60(1)	Duty to make information in records available to the public for historical or research purposes	DIE, EMPSFM	
s 60(2)	Power to charge fees for providing information	DCS	
s 64(4)	Duty to comply with a direction from the Secretary under s 64(3)	CPG, DIE, EMO, EMPSFM	
s 64B(d)	Power to permit interments at a reopened cemetery	CPG, DIE, EMO, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 66(1)	Power to apply to the Minister for approval to convert the cemetery, or part of it, to a historic cemetery park	CPG, DIE, EMO, EMPSFM	The application must include the requirements listed in s 66(2)(a)-(d)
s 69	Duty to take reasonable steps to notify of conversion to historic cemetery park	DIE, EMPSFM	
s 70(1)	Duty to prepare plan of existing places of interment and make a record of any inscriptions on memorials which are to be removed	CPG, DIE, EMO, EMPSFM	
s 70(2)	Duty to make plans of existing place of interment available to the public	CPG, DIE, EMO, EMPSFM	
s 71(1)	Power to remove any memorials or other structures in an area to which an approval to convert applies	CPG, DIE, EMO, EMPSFM	
s 71(2)	Power to dispose of any memorial or other structure removed	CPG, DIE, EMO, EMPSFM	
s 72(2)	Duty to comply with request received under s 72	CPG, DIE, EMO, EMPSFM	
s 73(1)	Power to grant a right of interment	CPG, DIE, EMO, EMPSFM	
s 73(2)	Power to impose conditions on the right of interment	CPG, DIE, EMO, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 75	Power to grant the rights of interment set out in s 75(a) and (b)	CPG, DIE, EMO, EMPSFM	
s 76(3)	Duty to allocate a piece of interment if an unallocated right is granted	CPG, DIE, EMO, EMPSFM	
s 77(4)	Power to authorise and impose terms and conditions on the removal of cremated human remains or body parts from the place of interment on application	DIE, EMPSFM	
s 80(1)	Function of receiving notification and payment of transfer of right of interment	CPG, DIE, EMO, EMPSFM	
s 80(2)	Function of recording transfer of right of interment	CPG, DIE, EMO, EMPSFM	
s 82(2)	Duty to pay refund on the surrender of an unexercised right of interment	DCS	
s 83(2)	Duty to pay refund on the surrender of an unexercised right of interment (sole holder)	DCS	
s 83(3)	Power to remove any memorial and grant another right of interment for a surrendered right of interment	CPG, DIE, EMO, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 84(1)	Function of receiving notice of surrendering an entitlement to a right of interment	CPG, DIE, EMO, EMPSFM	
s.85(1)	Duty to notify holder of 25 year right of interment of expiration at least 12 months before expiry	CPG, DIE, EMO, EMPSFM	The notice must be in writing and contain the requirements listed in s 85(2)
s 85(2)(b)	Duty to notify holder of 25 year right of interment of expiration of right at least 12 months before expiry	CPG, DIE, EMO, EMPSFM	Does not apply where right of interment relates to remains of a deceased veteran.
85(2)(c)	Power to leave interred cremated remains undistributed in perpetuity and convert right of interment to perpetual right of interment or; remove interred remains and re-inter at another location within cemetery grounds and remove any memorial at that place and re-establish at new or equivalent location.	DIE, EMPSFM	May only be exercised where right of interment relates to cremated human remains of a deceased identified veteran, if right of interment is not extended or converted to a perpetual right of interment
s 86	Power to remove and dispose of cremated human remains and remove any memorial if no action taken by right holder within time specified	DIE, EMPSFM	
s 86(2)	Power to leave interred cremated human remains undisturbed or convert the right of interment to a perpetual right of interment	DIE, EMPSFM	
s 86(3)(a)	Power to leave interred cremated human remains undisturbed in perpetuity and convert the right of interment to a perpetual right of interment	DIE, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 86(3)(b)	Power to remove interred cremated human remains and take further action in accordance with s 86(3)(b)	DIE, EMPSFM	
s.86(4)	power to take action under s.86(4) relating to removing and re-interring cremated human remains	DIE, EMPSFM	
s.86(5)	duty to provide notification before taking action under s.86(4)	DIE, EMPSFM	
s 86A	Duty to maintain place of interment and any memorial at place of interment, if action taken under s 86(3)	DIE, EMPSFM	
s 87(3)	Duty, if requested, to extend the right for a further 25 years or convert the right to a perpetual right of interment	DIE, EMPSFM	
s 88	Function to receive applications to carry out a lift and re-position procedure at a place of interment	DIE, EMPSFM	
s 91(1)	Power to cancel a right of interment in accordance with s 91	DIE, EMPSFM	
s 91(3)	Duty to publish notice of intention to cancel right of interment	CPG, DIE, EMO, EMPSFM	
s 92	Power to pay refund or grant a right of interment in respect of another place of interment to the previous holder of the cancelled right of interment	CPG, DCS, DIE, EMO, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 98(1)	Function of receiving application to establish or alter a memorial or a place of interment	CPG, DIE, EMO, EMPSFM	
s 99	Power to approve or refuse an application made under s 98, or to cancel an approval	CPG, DIE, EMO, EMPSFM	
s 99(4)	Duty to make a decision on an application under s 98 within 45 days after receipt of the application or within 45 days of receiving further information where requested	CPG, DIE, EMO, EMPSFM	
s 100(1)	Power to require a person to remove memorials or places of interment	DIE, EMPSFM	
s 100(2)	Power to remove and dispose a memorial or place of interment or remedy a person's failure to comply with s 100(1)	DIE, EMPSFM	
s 100(3)	Power to recover costs of taking action under s 100(2)	CPG, DIE, EMO, EMPSFM	
s 101	Function of receiving applications to establish or alter a building for ceremonies in the cemetery	CPG, DIE, EMO, EMPSFM	
s 102(1)	Power to approve or refuse an application under section 101, if satisfied of the matters in (b) and (c)	CPG, DIE, EMO, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 102(2) & (3)	Power to set terms and conditions in respect of, or to cancel, an approval granted under s 102(1)	CPG, DIE, EMO, EMPSFM	
s 103(1)	Power to require a person to remove a building for ceremonies	CPG, DIE, EMO, EMPSFM	
s 103(2)	Power to remove and dispose of a building for ceremonies or remedy the failure to comply with s 103(1)	CPG, DIE, EMO, EMPSFM	
s 103(3)	Power to recover costs of taking action under s 103(2)	CPG, DIE, EMO, EMPSFM	
s 106(1)	Power to require the holder of the right of interment of the requirement to make the memorial or place of interment safe and proper or carry out specified repairs	CPG, DIE, EMO, EMPSFM	
s 106(2)	Power to require the holder of the right of interment to provide for an examination	CPG, DIE, EMO, EMPSFM	
s 106(3)	Power to open and examine the place of interment if s 106(2) not complied with	DIE, EMPSFM	
s 106(4)	Power to repair or - with the approval of the Secretary - take down, remove and dispose any memorial or place of interment if notice under s 106(1) is not complied with	DIE, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 107(1)	Power to require person responsible to make the building for ceremonies safe and proper or carry out specified repairs	CPG, DIE, EMO, EMPSFM	
s 107(2)	Power to repair or take down, remove and dispose any building for ceremonies if notice under s 107(1) is not complied with	DIE, EMPSFM	
s 108	Power to recover costs and expenses	CPG, DIE, EMO, EMPSFM	
s 109(1)(a)	Power to open, examine and repair a place of interment	DIE, EMPSFM	Where the holder of right of interment or responsible person cannot be found
s 109(1)(b)	Power to repair a memorial or, with the Secretary's consent, take down, remove and dispose of a memorial	DIE, EMPSFM	Where the holder of right of interment or responsible person cannot be found
s 109(2)	Power to repair the building for ceremonies or, with the consent of the Secretary, take down, remove and dispose of a building for ceremonies	CPG, DIE, EMO, EMPSFM	Where the holder of right of interment or responsible person cannot be found
s 110(1)	Power to maintain, repair or restore a memorial or place of interment from other funds if unable to find right of interment holder. with consent of the Secretary	CPG, DIE, EMO, EMPSFM	
s 110(2)	Power to maintain, repair or restore any building for ceremonies from other funds if unable to find responsible person and with consent of the Secretary	CPG, DIE, EMO, EMPSFM	



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 110A	Power to use cemetery trust funds or other funds for the purposes of establishing, maintaining, repairing or restoring any memorial or place of interment of any deceased identified veteran	DCS	
s 111	Power to enter into agreement with a holder of the right of interment to maintain a memorial or place of interment	CPG, DIE, EMO, EMPSFM	
s 112	Power to sell and supply memorials	CPG, DIE, EMO, EMPSFM	
s 116(4)	Duty to notify the Secretary of an interment authorisation granted	CPG, DIE, EMO, EMPSFM	
s 116(5)	Power to require an applicant to produce evidence of the right of interment holder's consent to application	CPG, DIE, EMO, EMPSFM	
s 118	Power to grant an interment authorisation if satisfied that the requirements of Division 2 of Part 8 have been met	CPG, DIE, EMO, EMPSFM	
s 119	Power to set terms and conditions for interment authorisations	DIE, EMPSFM	
s 131	Function of receiving an application for cremation authorisation	DIE, EMPSFM	
s 133(1)	Duty not to grant a cremation authorisation unless satisfied that requirements of s 133 have been complied with	CPG, DIE, EMO, EMPSFM	Subject to s 133(2)



Cemeteries and Crematoria Act 2003			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 145	Duty to comply with an order made by the Magistrates' Court or a coroner	CPG, DIE, EMO, EMPSFM	
s 146	Power to dispose of bodily remains by a method other than interment or cremation	DIE, EMPSFM	Subject to the approval of the Secretary
s 147	Power to apply to the Secretary for approval to dispose of bodily remains by a method other than interment or cremation	DIE, EMPSFM	
s 149	Duty to cease using method of disposal if approval revoked by the Secretary	DIE, EMPSFM	
s 150 & 152(1)	Power to authorise the interment or cremation of body parts if the requirements of Division 1 of Part 11 are met	DIE, EMPSFM	
s 151	Function of receiving applications to inter or cremate body parts	DIE, EMPSFM	
s 152(2)	Power to impose terms and conditions on authorisation granted under s 150	CPG, DIE, EMO, EMPSFM	
sch 1 cl 8(3)	Power to permit members to participate in a particular meeting by telephone, closed-circuit television or any other means of communication	CPG, DIE, EMO, EMPSFM	
sch 1 cl 8(8)	Power to regulate own proceedings	CPG, CSS, DIE, EMO, EMPSFM	Subject to cl 8



Domestic Animals Act 1994			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 41A(1)	Power to declare a dog to be a menacing dog	CCPE, DIE, EMRS	Council may delegate this power to a Council authorised officer

Environment Protection Act 1970			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 53M(3)	Power to require further information	CEH, CSTP, CSTPO, DDG, EHO, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, TLEH, TOEH	
s 53M(4)	Duty to advise applicant that application is not to be dealt with	CEH, CSTP, CSTPO, DDG, EHO, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, TLEH, TOEH	



Environment Protection Act 1970			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 53M(5)	Duty to approve plans, issue permit or refuse permit	CEH, EHO, TLEH, TOEH	Refusal must be ratified by Council or it is of no effect
s 53M(6)	Power to refuse to issue septic tank permit	CEH, DDG, EHO, TLEH, TOEH	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)	CEH, EHO, TLEH, TOEH	Refusal must be ratified by Council or it is of no effect

Food Act 1984			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 19(2)(a)	Power to direct by written order that the food premises be put into a clean and sanitary condition	CEH, DDG, EHO, TLEH	If s 19(1) applies
s 19(2)(b)	Power to direct by written order that specified steps be taken to ensure that food prepared, sold or handled is safe and suitable	CEH, DDG, EHO, TLEH	If s 19(1) applies
s 19(3)	Power to direct by written order that the food premises not be kept or used for the sale, or handling for sale, of any food, or for the preparation of any food, or for any other specified purpose, or for the use of any specified equipment or a specified process	CEH, DDG, EHO, TLEH	If s 19(1) applies Only in relation to temporary food premises or mobile food premises



Food Act 1984			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 19(4)(a)	Power to direct that an order made under s 19(3)(a) or (b), (i) be affixed to a conspicuous part of the premises, and (ii) inform the public by notice in a published newspaper or otherwise	DDG	If s 19(1) applies
s 19(6)(a)	Duty to revoke any order under section 19 if satisfied that an order has been complied with	CEH, EHO, TLEH	If s 19(1) applies
s 19(6)(b)	Duty to give written notice of revocation under section 19(6)(a) if satisfied that an order has been complied with	CEH, EHO, TLEH	If s 19(1) applies
s 19AA(2)	Power to direct, by written order, that a person must take any of the actions described in (a)-(c).	CEH, DDG, EHO, TLEH	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	CEH, EHO, TLEH	Note: the power to direct the matters under s 19AA(4)(a) and (b) not capable of delegation and so such directions must be made by a Council resolution
s 19AA(7)	Duty to revoke order issued under s 19AA and give written notice of revocation, if satisfied that that order has been complied with	CEH, EHO, TLEH	Where Council is the registration authority
s 19CB(4)(b)	Power to request copy of records	CEH, DDG, EHO, TLEH	Where Council is the registration authority



Food Act 1984			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 19E(1)(d)	Power to request a copy of the food safety program	CEH, DDG, EHO, TLEH	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	CEH, DDG, EHO, TLEH	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	Not Delegated	Where Council is the registration authority
s 19NA(1)	Power to request food safety audit reports	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSATS, TOBS	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	Not Delegated	
s 19UA	Power to charge fees for conducting a food safety assessment or inspection	CEH, DDG, EMRS	Except for an assessment required by a declaration under s 19C or an inspection under ss 38B(1)(c) or 39.
s 19W	Power to direct a proprietor of a food premises to comply with any requirement under Part IIIB	CEH, DDG, EHO, TLEH	Where Council is the registration authority



Food Act 1984			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 19W(3)(a)	Power to direct a proprietor of a food premises to have staff at the premises undertake training or instruction	CEH, TLEH	Where Council is the registration authority
s 19W(3)(b)	Power to direct a proprietor of a food premises to have details of any staff training incorporated into the minimum records required to be kept or food safety program of the premises	CEH, TLEH	Where Council is the registration authority
	Power to register, renew or transfer registration	CEH, DDG, EHO, TLEH	Where Council is the registration authority refusal to grant/renew/transfer registration must be ratified by Council or the CEO (see s 58A(2))
s 38AA(5)	Power to (a) request further information; or (b) advise the proprietor that the premises must be registered if the premises are not exempt	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRATS, TOBS	Where Council is the registration authority
s 38AB(4)	Power to fix a fee for the receipt of a notification under s 38AA in accordance with a declaration under s 38AB(1)	CEH, EHO	Where Council is the registration authority
s 38A(4)	Power to request a copy of a completed food safety program template	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH,	Where Council is the registration authority



Food Act 1984			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		TLRSATS, TOBS	
s 38B(1)(a)	Duty to assess the application and determine which class of food premises under s 19C the food premises belongs	CEH, DDG, EHO, TLEH	Where Council is the registration authority
s 38B(1)(b)	Duty to ensure proprietor has complied with requirements of s 38A	CEH, DDG, EHO, TLEH	Where Council is the registration authority
s 38B(2)	Duty to be satisfied of the matters in s 38B(2)(a)-(b)	CEH, DDG, EHO, TLEH	Where Council is the registration authority
s 38D(1)	Duty to ensure compliance with the applicable provisions of s 38C and inspect the premises if required by s 39	CEH, DDG, EHO, TLEH	Where Council is the registration authority
s 38D(2)	Duty to be satisfied of the matters in s 38D(2)(a)-(d)	CEH, DDG, EHO, TLEH	Where Council is the registration authority
s 38D(3)	Power to request copies of any audit reports	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSATS, TOBS	Where Council is the registration authority



Food Act 1984			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 38E(2)	Power to register the food premises on a conditional basis	CEH, DDG, EHO, TLEH	Where Council is the registration authority not exceeding the prescribed time limit defined under s 38E(5)
s 38E(4)	Duty to register the food premises when conditions are satisfied	CEH, DDG, EHO, TLEH	Where Council is the registration authority
s 38F(3)(b)	Power to require proprietor to comply with requirements of this Act	CEH, DDG, EHO, TLEH	Where Council is the registration authority
s 39A	Power to register, renew or transfer food premises despite minor defects	CEH, DDG, EHO, TLEH	Where Council is the registration authority Only if satisfied of matters in s 39A(2)(a)-(c)
s 40(2)	Power to incorporate the certificate of registration in one document with any certificate of registration under Part 6 of the Public Health and Wellbeing Act 2008	CEH, DDG, EHO, TLEH	
s 40C(2)	Power to grant or renew the registration of food premises for a period of less than 1 year	CEH, DDG, TLEH	Where Council is the registration authority
s 40D(1)	Power to suspend or revoke the registration of food premises	CEH, DDG, TLEH	Where Council is the registration authority
s 43F(6)	Duty to be satisfied that registration requirements under Division 3 have been met prior to registering, transferring or renewing registration of a component of a food business	CEH, EHO, TLEH	Where Council is the registration authority



Food Act 1984			
Provision	Powers and Functions Delegated	Delegate	Conditions and 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	CEH, DDG, EHO, TLEH	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	CEH, DDG, EHO, TLEH	Where Council is the registration authority

Heritage Act 2017			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 116	Power to sub-delegate Executive Director's functions, duties or powers	DDG, DIE	Must first obtain Executive Director's written consent Council can only sub-delegate if the Instrument of Delegation from the Executive Director authorises sub-delegation



Local Government Act 1989			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 181H	Power to enter into an environmental upgrade agreement on behalf of Council and declare and levy an environmental upgrade charge	DDG, EMDF	
s 185L(4)	Power to declare and levy a cladding rectification charge	Not Delegated	

Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 4B	Power to prepare an amendment to the Victorian Planning Provisions	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	If authorised by the Minister
s 4G	Function of receiving prescribed documents and a copy of the Victorian Planning Provisions from the Minister	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 4H	Duty to make amendment to Victoria Planning Provisions available	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SPAO, SSP, SSTP, STP	
s 4I	Duty to keep Victorian Planning Provisions and other documents available	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 8A(2)	Power to prepare amendment to the planning scheme where the Minister has given consent under s 8A	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 8A(3)	Power to apply to Minister to prepare an amendment to the planning scheme	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 8A(5)	Function of receiving notice of the Minister's decision	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
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	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 8B(2)	Power to apply to the Minister for authorisation to prepare an amendment to the planning scheme of an adjoining municipal district	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP	
s 12A(1)	Duty to prepare a municipal strategic statement (including power to prepare a municipal strategic statement under s19 of the Planning and Environment (Planning Schemes) Act 1996)	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP	
s 12B(1)	Duty to review planning scheme	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 12B(2)	Duty to review planning scheme at direction of Minister	CSTP, CSTPO, DDG, EMDF,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		EMEG, MSP, MSTP, PSTP	
s.12B(5)	duty to report findings of review of planning scheme to Minister without delay	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 14	duties of a Responsible Authority as set out in s 14(a) to (d)	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 17(1)	Duty of giving copy amendment to the planning scheme	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 17(2)	Duty of giving copy s 173 agreement	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 17(3)	Duty of giving copy amendment, explanatory report and relevant documents to the Minister within 10 business days	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 18	Duty to make amendment etc. available	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 19	Power to give notice, to decide not to give notice, to publish notice of amendment to a planning scheme and to exercise any other power under s 19 to a planning scheme	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 19	Function of receiving notice of preparation of an amendment to a planning scheme	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	Where Council is not the planning authority and the amendment affects land within Council's municipal district; or Where the amendment will amend the planning scheme to designate Council as an acquiring authority.



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 20(1)	Power to apply to Minister for exemption from the requirements of s 19	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 21(2)	Duty to make submissions available	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 21A(4)	Duty to publish notice	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 22	Duty to consider all submissions	CSTP, CSTPO, DDG, EMDF, EMEG, EMO, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	Except submissions which request a change to the items in s 22(5)(a) and (b)



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 23(1)(b)	Duty to refer submissions which request a change to the amendment to a panel	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 23(2)	Power to refer to a panel submissions which do not require a change to the amendment	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 24	Function to represent Council and present a submission at a panel hearing (including a hearing referred to in s 96D)	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP	
s 26(1)	Power to make report available for inspection	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 26(2)	Duty to keep report of panel available for inspection	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 27(2)	Power to apply for exemption if panel's report not received	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	
s 28	Duty to notify the Minister if abandoning an amendment	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP	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	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 30(4)(b)	Duty to provide information in writing upon request	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SP, SPAO, SSP, SSTP, STP	
s 32(2)	Duty to give more notice if required	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP	
s 33(1)	Duty to give more notice of changes to an amendment	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP	
s 36(2)	Duty to give notice of approval of amendment	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 38(5)	Duty to give notice of revocation of an amendment	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		PPSP, PSTP, SP, SPAO, SSP	
s 39	Function of being a party to a proceeding commenced under s 39 and duty to comply with determination by VCAT	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP	
s 40(1)	Function of lodging copy of approved amendment	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 41	Duty to make approved amendment available	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	
s 42	Duty to make copy of planning scheme available	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SP, SPAO, SSP, SSTP, STP	
s 46AAA	Duty to prepare an amendment to a planning scheme that relates to Yarra River land that is not inconsistent with anything in a Yarra Strategic Plan which is expressed to be binding on the responsible public entity	Not Applicable	Where Council is a responsible public entity and is a planning authority Note: this provision is not yet in force, and will commence on the day on which the initial Yarra Strategic Plan comes into operation. It will affect a limited number of councils
s 46AW	Function of being consulted by the Minister	DDG, EMDF, EMEG	Where Council is a responsible public entity
s 46AX	Function of receiving a draft Statement of Planning Policy and written direction in relation to the endorsement of the draft Statement of Planning Policy Power to endorse the draft Statement of Planning Policy	DDG, EMDF, EMEG	Where Council is a responsible public entity
s 46AZC(2)	Duty not to prepare an amendment to a declared area planning scheme that is inconsistent with a Statement of Planning Policy for the declared area that is expressed to be binding on the responsible public entity	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP	Where Council is a responsible public entity
s 46AZK	Duty not to act inconsistently with any provision of the Statement of Planning Policy that is expressed to be binding on the public entity	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR,	Where Council is a responsible public entity



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
	when performing a function or duty or exercising a power in relation to the declared area	PPSP, PSTP, SP, SPAO, SSP	
s 46GI(2)(b)(i)	Power to agree to a lower rate of standard levy for a class of development of a particular type of land than the rate specified in a Minister's direction	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the planning authority, the municipal Council of the municipal district in which the land is located and/or the development agency
s 46GJ(1)	Function of receiving written directions from the Minister in relation to the preparation and content of infrastructure contributions plans	DDG, EMDF	
s 46GK	Duty to comply with a Minister's direction that applies to Council as the planning authority	DDG, EMDF	
s 46GN(1)	Duty to arrange for estimates of values of inner public purpose land	AOGAF, CGAF, DDG, EMDF, GAFO	
s 46GO(1)	Duty to give notice to owners of certain inner public purpose land	DDG, EMDF	
s 46GP	Function of receiving a notice under s 46GO	DDG, EMDF	Where Council is the collecting agency
s 46GQ	Function of receiving a submission from an affected owner who objects to the estimated value per hectare (or other appropriate unit of measurement) of the inner public purpose land	AOGAF, CGAF, DDG, EMDF, GAFO	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46GR(1)	Duty to consider every submission that is made by the closing date for submissions included in the notice under s 46GO	AOGAF, CGAF, DDG, EMDF, GAFO	
s 46GR(2)	Power to consider a late submission Duty to consider a late submission if directed to do so by the Minister	DDG, EMDF	
s 46GS(1)	Power to accept or reject the estimate of the value of the inner public purpose land in a submission made under s 46GQ	DDG, EMDF	
s 46GS(2)	Duty, if Council rejects the estimate of the value of the inner public purpose land in the submission, to refer the matter to the valuer-general, and notify the affected owner of the rejection and that the matter has been referred to the valuer-general	DDG, EMDF	
s 46GT(2)	Duty to pay half of the fee fixed by the valuer-general for arranging and attending the conference	DDG, EMDF	
s 46GT(4)	Function of receiving, from the valuer-general, written confirmation of the agreement between the planning authority's valuer and the affected owner's valuer as to the estimated value of the inner public purpose land	AOGAF, CGAF, DDG, EMDF, GAFO	
s 46GT(6)	Function of receiving, from the valuer-general, written notice of a determination under s 46GT(5)	AOGAF, CGAF, DDG, EMDF, GAFO	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46GU	Duty not to adopt an amendment under s.29 to an infrastructure contributions plan that specifies a land credit amount or a land equalisation amount that relates to a parcel of land in the ICP plan area of the plan unless the criteria in s 46GU(1)(a) and (b) are met	AOGAF, CGAF, DDG, EMDF, GAFO	
s 46GV(3)	Function of receiving the monetary component and any land equalisation amount of the infrastructure contribution Power to specify the manner in which the payment is to be made	DCS, DDG, EMDF	Where Council is the collecting agency
s 46GV(3) (b)	Power to enter into an agreement with the applicant	DDG, EMDF	Where Council is the collecting agency
s 46GV(4) (a)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	DDG, EMDF	Where Council is the development agency
s 46GV(4) (b)	Function of receiving the inner public purpose land in accordance with s 46GV(5) and (6)	DDG, EMDF	Where Council is the collecting agency
s 46GV(7)	Duty to impose the requirements set out in s 46GV(3) and (4) as conditions on the permit applied for by the applicant to develop the land in the ICP plan area	DDG, EMDF	
s 46GV(9)	Power to require the payment of a monetary component or the provision of the land component of an infrastructure contribution to be secured to Council's satisfaction	DDG, EMDF	Where Council is the collecting agency



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46GX(1)	Power to accept works, services or facilities in part or full satisfaction of the monetary component of an infrastructure contribution payable	AOGAF, CGAF, DDG, EMDF, GAFO	Where Council is the collecting agency
s 46GX(2)	Duty, before accepting the provision of works, services or facilities by an applicant under s 46GX(1), to obtain the agreement of the development agency or agencies specified in the approved infrastructure contributions plan	DDG, EMDF	Where Council is the collecting agency
s 46GY(1)	Duty to keep proper and separate accounts and records	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency
s 46GY(2)	Duty to keep the accounts and records in accordance with the Local Government Act 2020	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency
s 46GZ(2) (a)	Duty to forward any part of the monetary component that is imposed for plan preparation costs to the planning authority that incurred those costs	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is that planning authority
s 46GZ(2) (a)	Function of receiving the monetary component	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where the Council is the planning authority This duty does not apply where Council is also the collecting agency



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46GZ(2) (b)	Duty to forward any part of the monetary component that is imposed for the provision of works, services or facilities to the development agency that is specified in the plan, as responsible for those works, services or facilities	AOGAF, CGAF, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan This provision does not apply where Council is also the relevant development agency
s 46GZ(2) (b)	Function of receiving the monetary component	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the development agency under an approved infrastructure contributions plan This provision does not apply where Council is also the collecting agency
s 46GZ(4)	Duty to use any land equalisation amounts to pay land credit amounts under s 46GZ(7), except any part of those amounts that are to be forwarded to a development agency under s 46GZ(5)	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZ(5)	Duty to forward any part of a land equalisation amount required for the acquisition of outer public purpose land by a development agency specified in the approved infrastructure contributions plan to that development agency	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	Where Council is the collecting agency under an approved infrastructure contributions plan This provision does not apply where Council is also the relevant development agency
s 46GZ(5)	Function of receiving any part of a land equalisation amount required for the acquisition of outer public purpose land	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the development agency specified in the approved infrastructure contributions plan This provision does not apply where Council is also the collecting agency



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46GZ(7)	Duty to pay to each person who must provide an infrastructure contribution under the approved infrastructure contributions plan any land credit amount to which the person is entitled under s 46GW	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZ(9)	Duty to transfer the estate in fee simple in the land to the development agency specified in the approved infrastructure contributions plan as responsible for the use and development of that land	AOGAF, CGAF, DDG, EMDF, GAFO	If any inner public purpose land is vested in Council under the Subdivision Act 1988 or acquired by Council before the time it is required to be provided to Council under s 46GV(4) Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is also the development agency
s 46GZ(9)	Function of receiving the fee simple in the land	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the development agency under an approved infrastructure contributions plan This duty does not apply where Council is also the collecting agency
s 46GZA(1)	Duty to keep proper and separate accounts and records	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZA(2)	Duty to keep the accounts and records in accordance with the Local Government Act 2020	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	Where Council is a development agency under an approved infrastructure contributions plan



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46GZB(3)	Duty to follow the steps set out in s 46GZB(3)(a) – (c)	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is a development agency under an approved infrastructure contributions plan
s 46GZB(4)	Duty, in accordance with requirements of the VPA, to report on the use of the infrastructure contribution in the development agency's annual report and provide reports on the use of the infrastructure contribution to the VPA	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	If the VPA is the collecting agency under an approved infrastructure contributions plan Where Council is a development agency under an approved infrastructure contributions plan
s 46GZD(2)	Duty, within 6 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZD(2)(a) and (b)	AOGAF, CGAF, DDG, EMDF, GAFO	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZD(3)	Duty to follow the steps set out in s 46GZD(3)(a) and (b)	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZD(5)	Duty to make payments under s 46GZD(3) in accordance with ss 46GZD(5)(a) and 46GZD(5)(b)	AOGAF, CGAF, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZE(2)	Duty to forward the land equalisation amount back to the collecting agency within 6 months after the expiry date if any part of a land equalisation amount paid or forwarded to a development agency for acquiring outer public purpose land has not been expended by the development agency to acquire that land at the date on which the approved infrastructure contributions plan expires	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	Where Council is the development agency under an approved infrastructure contributions plan This duty does not apply where Council is also the collecting agency



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46GZE(2)	Function of receiving the unexpended land equalisation amount	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is also the development agency
s 46GZE(3)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZE(3)(a) and (b)	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZF(2)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to use the public purpose land for a public purpose approved by the Minister or sell the public purpose land	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the development agency under an approved infrastructure contributions plan
s.46GZF(3)	Duty, if land is sold under s.46GZF(2)(b), to follow the steps in s.46GZF(3)(a) and (b)	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the development agency under an approved infrastructure contributions plan
s 46GZF(3)	s 46GZF(3)(a) function of receiving proceeds of sale	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collection agency under an approved infrastructure contributions plan This provision does not apply where Council is also the development agency
s 46GZF(4)	Duty to divide the proceeds of the public purpose land among the current owners of each parcel of land in the ICP plan area and pay	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
	each current owner a portion of the proceeds in accordance with s 46GZF(5)		
s 46GZF(6)	Duty to make the payments under s 46GZF(4) in accordance with s 46GZF(6)(a) and (b)	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZH	Power to recover the monetary component, or any land equalisation amount of the land component, payable under Part 3AB as a debt in any court of competent jurisdiction	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is the collecting agency under an approved infrastructure contributions plan
s 46GZI	Duty to prepare and give a report to the Minister at the times required by the Minister	AOGAF, CGAF, DDG, EMDF, GAFO	Where Council is a collecting agency or development agency
s 46GZK	Power to deal with public purpose land which has vested in, been acquired by, or transferred to, Council	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	Where Council is a collecting agency or development agency
s 46LB(3)	Duty to publish, on Council's Internet site, the payable dwelling amount for a financial year on or before 1 July of each financial year for which the amount is adjusted under s 46LB (2)	AOGAF, CGAF, DCS, DDG, EMDF, GAFO	
s 46N(1)	Duty to include condition in permit regarding payment of development infrastructure levy	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		PSTP, SSTP, STP	
s 46N(2)(c)	Function of determining time and manner for receipt of development contributions levy	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP, PSTP	
s 46N(2)(d)	Power to enter into an agreement with the applicant regarding payment of development infrastructure levy	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP, PSTP	
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	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP, PSTP	
s 46O(1)(d) & (2)(d)	Power to enter into agreement with the applicant regarding payment of community infrastructure levy	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP, PSTP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 46P(1)	Power to require payment of amount of levy under s 46N or s 46O to be satisfactorily secured	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP, PSTP	
s 46P(2)	Power to accept provision of land, works, services or facilities in part or full payment of levy payable	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP, PSTP	
s 46Q(1)	Duty to keep proper accounts of levies paid	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	
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	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	
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	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		GAFO, MSTP, PSTP	
s 46Q(3)	Power to refund any amount of levy paid if it is satisfied the development is not to proceed	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	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)	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP	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	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	Must be done in accordance with Part 3
s46Q(4)(e)	Duty to expend that amount on other works etc.	AOGAF, CGAF, CSTP, CSTPO, DDG, EMDF, GAFO, MSTP, PSTP	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	AOGAF, CGAF, CSTP, CSTPO, DCS, DDG,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		EMDF, GAFO, MSTP, PSTP	
s 46QD	Duty to prepare report and give a report to the Minister	CGAF, DDG, EMDF, GAFO	Where Council is a collecting agency or development agency
s 46Y	Duty to carry out works in conformity with the approved strategy plan	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 47	Power to decide that an application for a planning permit does not comply with that Act	CO, CSTP, CSTPO, DDG, EMDF, MSTP, POC, PSTP	
s 49(1)	Duty to keep a register of all applications for permits and determinations relating to permits	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 49(2)	Duty to make register available for inspection	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SSTP, STP, TSODF	
s 50(4)	Duty to amend application	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 50(5)	Power to refuse to amend application	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 50(6)	Duty to make note of amendment to application in register	AOSC, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SCO, SO, STP, TSODF	
s 50A(1)	Power to make amendment to application	CSTP, CSTPO, DDG, EMDF, EMEG, MSTP, PMUR, PPSP, PSTP, SAO, SO, SP, SPAO,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SSP, SSTP, STP, TSODF	
s 50A(3)	Power to require applicant to notify owner and make a declaration that notice has been given	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SO, SP, SPAO, SSP, SSTP, STP, TSODF	
s 50A(4)	Duty to note amendment to application in register	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 51	Duty to make copy of application available for inspection	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
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	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 52(1)(b)	Duty to give notice of the application to other municipal council where appropriate	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 52(1)(c)	Duty to give notice of the application to all persons required by the planning scheme	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
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	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
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	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SSTP, STP, TSODF	
s 52(1)(d)	Duty to give notice of the application to other persons who may be detrimentally effected	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s.52(1AA)	Duty to give notice of an application to remove or vary a registered restrictive covenant	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 52(3)	Power to give any further notice of an application where appropriate	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 53(1)	Power to require the applicant to give notice under s 52(1) to persons specified by it	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SSTP, STP, TSODF	
s 53(1A)	Power to require the applicant to give the notice under s 52(1AA)	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 54(1)	Power to require the applicant to provide more information	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 54(1A)	Duty to give notice in writing of information required under s 54(1)	CSTP, CSTPO, DDG, EMDF, MSTP, PMUR, PPSP, PSTP, SO, SSTP, STP, TSODF	
s 54(1B)	Duty to specify the lapse date for an application	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SSTP, STP, TSODF	
s 54A(3)	Power to decide to extend time or refuse to extend time to give required information	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 54A(4)	Duty to give written notice of decision to extend or refuse to extend time under s 54A(3)	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 55(1)	Duty to give copy application, together with the prescribed information, to every referral authority specified in the planning scheme	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 57(2A)	Power to reject objections considered made primarily for commercial advantage for the objector	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, TSODF	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 57(3)	Function of receiving name and address of persons to whom notice of decision is to go	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 57(5)	Duty to make available for inspection copy of all objections	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 57A(4)	Duty to amend application in accordance with applicant's request, subject to s 57A(5)	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 57A(5)	Power to refuse to amend application	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 57A(6)	Duty to note amendments to application in register	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 57B(1)	Duty to determine whether and to whom notice should be given	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 57B(2)	Duty to consider certain matters in determining whether notice should be given	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 57C(1)	Duty to give copy of amended application to referral authority	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 58	Duty to consider every application for a permit	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		PSTP, SO, SSTP, STP, TSODF	
s 58A	Power to request advice from the Planning Application Committee	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 60	Duty to consider certain matters	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 60(1A)	Duty to consider certain matters	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 60(1B)	Duty to consider number of objectors in considering whether use or development may have significant social effect	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
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	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP,	The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SO, SSTP, STP, TSODF	
s 61(2)	Duty to decide to refuse to grant a permit if a relevant determining referral authority objects to grant of permit	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 61(2A)	Power to decide to refuse to grant a permit if a relevant recommending referral authority objects to the grant of permit	CSTP, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 61(3)(a)	Duty not to decide to grant a permit to use coastal Crown land without Minister's consent	Not Delegated	
s 61(3)(b)	Duty to refuse to grant the permit without the Minister's consent	Not Delegated	
s 61(4)	Duty to refuse to grant the permit if grant would authorise a breach of a registered restrictive covenant	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 62(1)	Duty to include certain conditions in deciding to grant a permit	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 62(2)	Power to include other conditions	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 62(4)	Duty to ensure conditions are consistent with paragraphs (a),(b) and (c)	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 62(5)(a)	Power to include a permit condition to implement an approved development contributions plan or an approved infrastructure contributions plan	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, TSODF	
s 62(5)(b)	Power to include a permit condition that specified works be provided on or to the land or paid for in accordance with s 173 agreement	CSTP, CSTPO, DDG, EMDF,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		MSTP, PSTP, SO, TSODF	
s 62(5)(c)	Power to include a permit condition that specified works be provided or paid for by the applicant	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, TSODF	
s 62(6)(a)	Duty not to include a permit condition requiring a person to pay an amount for or provide works except in accordance with ss 46N(1), 46GV(7) or 62(5)	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, TSODF	
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)	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, TSODF	
s 63	Duty to issue the permit where made a decision in favour of the application (if no one has objected)	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 64(1)	Duty to give notice of decision to grant a permit to applicant and objectors	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP,	This provision applies also to a decision to grant an amendment to a permit - see s 75



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		PSTP, SSTP, STP	
s 64(3)	Duty not to issue a permit until after the specified period	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64(5)	Duty to give each objector a copy of an exempt decision	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	This provision applies also to a decision to grant an amendment to a permit - see s 75
s 64A	Duty not to issue permit until the end of a period when an application for review may be lodged with VCAT or until VCAT has determined the application, if a relevant recommending referral authority has objected to the grant of a permit	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	This provision applies also to a decision to grant an amendment to a permit - see s 75A
s 65(1)	Duty to give notice of refusal to grant permit to applicant and person who objected under s 57	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SSTP, STP, TSODF	
s 66(1)	Duty to give notice under s 64 or s 65 and copy permit to relevant determining referral authorities	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 66(2)	Duty to give a recommending referral authority notice of its decision to grant a permit	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	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	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	If the recommending referral authority objected to the grant of the permit or the recommending referral authority recommended that a permit condition be included on the permit
s 66(6)	Duty to give a recommending referral authority a copy of any permit which Council decides to grant and a copy of any notice given under s 64 or 65	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SSTP, STP	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



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 69(1)	Function of receiving application for extension of time of permit	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 69(1A)	Function of receiving application for extension of time to complete development	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 69(2)	Power to extend time	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 70	Duty to make copy permit available for inspection	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 71(1)	Power to correct certain mistakes	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 71(2)	Duty to note corrections in register	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 73	Power to decide to grant amendment subject to conditions	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 74	Duty to issue amended permit to applicant if no objectors	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 76	Duty to give applicant and objectors notice of decision to refuse to grant amendment to permit	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 76A(1)	Duty to give relevant determining referral authorities copy of amended permit and copy of notice	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF	
s 76A(2)	Duty to give a recommending referral authority notice of its decision to grant an amendment to a permit	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SSTP, STP	If the recommending referral authority objected to the amendment of the permit or the responsible authority decided not to include a condition on the amended permit recommended by the recommending referral authority
s 76A(4)	Duty to give a recommending referral authority notice of its decision to refuse a permit	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SSTP, STP	If the recommending referral authority objected to the amendment of the permit or the recommending referral authority recommended that a permit condition be included on the amended permit



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 76A(6)	Duty to give a recommending referral authority a copy of any amended permit which Council decides to grant and a copy of any notice given under s 64 or 76	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SSTP, STP	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	AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 83	Function of being respondent to an appeal	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 83B	Duty to give or publish notice of application for review	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 84(1)	Power to decide on an application at any time after an appeal is lodged against failure to grant a permit	CSTP, CSTPO, DDG, EMDF,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		MSTP, PSTP, SO, TSODF	
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	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, TSODF	
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	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 84(6)	Duty to issue permit on receipt of advice within 3 working days	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 84AB	Power to agree to confining a review by the Tribunal	AOGAF, CGAF, DCS, DDG, EMDF, GAFO, SO, TSODF	
s 86	Duty to issue a permit at order of Tribunal within 3 working days	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SO, SSTP, STP, TSODF	
s 87(3)	Power to apply to VCAT for the cancellation or amendment of a permit	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, TSODF	
s 90(1)	Function of being heard at hearing of request for cancellation or amendment of a permit	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 91(2)	Duty to comply with the directions of VCAT	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 91(2A)	Duty to issue amended permit to owner if Tribunal so directs	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 92	Duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under s 90	CSTP, CSTPO, DDG, EMDF,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		MSTP, PSTP, SO, SSTP, STP, TSODF	
s 93(2)	Duty to give notice of VCAT order to stop development	CCPE, CSTP, CSTPO, DDG, EMDF, EMRS, MSTP, PSTP, SO, SSTP, STP, TSODF	
s 95(3)	Function of referring certain applications to the Minister	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 95(4)	Duty to comply with an order or direction	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 96(1)	Duty to obtain a permit from the Minister to use and develop its land	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 96(2)	Function of giving consent to other persons to apply to the Minister for a permit to use and develop Council land	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 96A(2)	Power to agree to consider an application for permit concurrently with preparation of proposed amendment	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP	
s 96C	Power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s 96C	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 96F	Duty to consider the panel's report under s 96E	Not Delegated	
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)	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 96H(3)	Power to give notice in compliance with Minister's direction	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 96J	Power to issue permit as directed by the Minister	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 96K	Duty to comply with direction of the Minister to give notice of refusal	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
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	CO, CSTP, CSTPO, DDG, EMDF, MSTP, POC, PSTP	
s 97C	Power to request Minister to decide the application	DDG, EMDF	
s 97D(1)	Duty to comply with directions of Minister to supply any document or assistance relating to application	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
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	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 97G(6)	Duty to make a copy of permits issued under s 97F available for inspection	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 97L	Duty to include Ministerial decisions in a register kept under s 49	CSTP, CSTPO, DDG, EMDF,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		MSTP, PSTP, SSTP, STP	
s 97MH	Duty to provide information or assistance to the Planning Application Committee	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 97MI	Duty to contribute to the costs of the Planning Application Committee or subcommittee	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 97O	Duty to consider application and issue or refuse to issue certificate of compliance	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 97P(3)	Duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 97Q(2)	Function of being heard by VCAT at hearing of request for amendment or cancellation of certificate	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 97Q(4)	Duty to comply with directions of VCAT	CSTP, CSTPO, DDG, EMDF,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		MSTP, PSTP, SSTP, STP	
s 97R	Duty to keep register of all applications for certificate of compliance and related decisions	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SAO, SSTP, STP	
s 98(1)&(2)	Function of receiving claim for compensation in certain circumstances	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 98(4)	Duty to inform any person of the name of the person from whom compensation can be claimed	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 101	Function of receiving claim for expenses in conjunction with claim	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 103	Power to reject a claim for compensation in certain circumstances	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s.107(1)	function of receiving claim for compensation	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 107(3)	Power to agree to extend time for making claim	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 114(1)	Power to apply to the VCAT for an enforcement order	CCPE, CSTP, CSTPO, DDG, EMDF, EMRS, MSTP, PSTP	
s 117(1)(a)	Function of making a submission to the VCAT where objections are received	CCPE, CSTP, CSTPO, DDG, EMDF, EMRS, MSTP, PSTP	
s 120(1)	Power to apply for an interim enforcement order where s 114 application has been made	CCPE, CSTP, CSTPO, DDG, EMDF, EMRS, MSTP, PSTP	
s 123(1)	Power to carry out work required by enforcement order and recover costs	CCPE, CSTP, CSTPO, DDG, EMDF, EMRS, MSTP, PSTP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 123(2)	Power to sell buildings, materials, etc salvaged in carrying out work under s 123(1)	CSTP, CSTPO, DCS, DDG, EMDF, MSTP, PSTP	Except Crown Land
s 129	Function of recovering penalties	CSTP, CSTPO, DCS, DDG, EMDF, MSTP, PSTP	
s 130(5)	Power to allow person served with an infringement notice further time	CCPE, CSTP, CSTPO, DCS, DDG, EMDF, EMRS, MSTP, PSTP	
s 149A(1)	Power to refer a matter to the VCAT for determination	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 149A(1A)	power to apply to VCAT for the determination of a matter relating to the interpretation of a s.173 agreement	CCPE, CSTP, CSTPO, DDG, EMDF, EMRS, MSTP, PSTP	
s 156	Duty to pay fees and allowances (including a payment to the Crown under s 156(2A)), and payment or reimbursement for reasonable costs and expenses incurred by the panel in carrying out its functions	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	Where Council is the relevant planning authority



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
	unless the Minister directs otherwise under s 156(2B)power to ask for contribution under s 156(3) and power to abandon amendment or part of it under s 156(4)		
s 171(2)(f)	Power to carry out studies and commission reports	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 171(2)(g)	Power to grant and reserve easements	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, STP	
s 172C	Power to compulsorily acquire any outer public purpose land that is specified in the approved infrastructure contributions plan	DCS, DDG, EMDF	Where Council is a development agency specified in an approved infrastructure contributions plan
s 172D(1)	Power to compulsorily acquire any inner public purpose land that is specified in the plan before the time that the land is required to be provided to Council under s 46GV(4)	DCS, DDG, EMDF	Where Council is a collecting agency specified in an approved infrastructure contributions plan
s 172D(2)	Power to compulsorily acquire any inner public purpose land, the use and development of which is to be the responsibility of Council under the plan, before the time that the land is required to be provided under s 46GV(4)	DCS, DDG, EMDF	Where Council is the development agency specified in an approved infrastructure contributions plan
s 173(1)	Power to enter into agreement covering matters set out in s 174	CSTP, CSTPO, DCS, DDG,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		EMDF, MSTP, PSTP	
s 173(1A)	Power to enter into an agreement with an owner of land for the development or provision of land in relation to affordable housing	DCS, DDG, MED	Where Council is the relevant responsible authority
	Power to decide whether something is to the satisfaction of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires something to be to the satisfaction of Council or Responsible Authority	CSTP, CSTPO, DCS, DDG, EMDF, MSTP, PSTP	
	Power to give consent on behalf of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires that something may not be done without the consent of Council or Responsible Authority	CSTP, CSTPO, DCS, DDG, EMDF, MSP, MSTP, PSTP	
s 177(2)	Power to end a s 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
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	CSTP, CSTPO, DCS, DDG, EMDF, MSTP, PSTP	
s 178A(1)	Function of receiving application to amend or end an agreement	CSTP, CSTPO, DDG, EMDF, MSP, MSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 178A(3)	Function of notifying the owner as to whether it agrees in principle to the proposal under s 178A(1)	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 178A(4)	Function of notifying the applicant and the owner as to whether it agrees in principle to the proposal	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 178A(5)	Power to propose to amend or end an agreement	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 178B(1)	Duty to consider certain matters when considering proposal to amend an agreement	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	
s 178B(2)	Duty to consider certain matters when considering proposal to end an agreement	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 178C(4)	Function of determining how to give notice under s 178C(2)	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 178E(1)	Duty not to make decision until after 14 days after notice has been given	CSTP, CSTPO, DDG, EMDF, MSP, MSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	
s.178E(2) (a)	Power to amend or end the agreement in accordance with the proposal	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	If no objections are made under s 178D Must consider matters in s 178B
s 178E(2) (b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP,	After considering objections, submissions and matters in s 178B



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		PSTP, SP, SSP, SSTP, STP	
s 178E(3) (b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	After considering objections, submissions and matters in s.178B
s 178E(3) (d)	Power to refuse to amend or end the agreement	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	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)	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SPAO, SSP, SSTP, STP	
s 178F(2)	Duty to give notice of its decision under s 178E(2)(c) or (3)(d)	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 178G	Duty to sign amended agreement and give copy to each other party to the agreement	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SPAO, SSP, SSTP, STP	
s 178(3)	Duty to notify, in writing, each party to the agreement of the ending of the agreement relating to Crown land	CSTP, CSTPO, DDG, EMDF, EMPSFM, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 179(2)	Duty to make available for inspection copy agreement	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 181	Duty to apply to the Registrar of Titles to record the agreement and to deliver a memorial to Registrar-General	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 181(1A) (a)	Power to apply to the Registrar of Titles to record the agreement	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
s 181(1A) (b)	Duty to apply to the Registrar of Titles, without delay, to record the agreement	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 182	Power to enforce an agreement	CSTP, CSTPO, DDG, EMDF, EMRS, MSTP, PSTP	
s 183	Duty to tell Registrar of Titles of ending/amendment of agreement	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SPAO, SSP, SSTP, STP	
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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	
s 184G(2)	Duty to comply with a direction of the Tribunal	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 184G(3)	Duty to give notice as directed by the Tribunal	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP	
s 198(1)	Function to receive application for planning certificate	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		SAO, SSTP, STP	
s 199(1)	Duty to give planning certificate to applicant	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SPAO, SSTP, STP	
s 201(1)	Function of receiving application for declaration of underlying zoning	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SSTP, STP	
s 201(3)	Duty to make declaration	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
	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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP	
	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	CSTP, CSTPO, DDG, EMDF, EMEG, MSP,	



Planning and Environment Act 1987			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		MSTP, PPSP, PSTP	
	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	CSTP, CSTPO, DDG, EMDF, MSTP, PSTP	
	Power to give written authorisation in accordance with a provision of a planning scheme	CSTP, CSTPO, DDG, MSTP, PSTP	
s 201UAB (1)	Function of providing the Victoria Planning Authority with information relating to any land within municipal district	DDG, EMEG, MSP, PMUR, PPSP	
s 201UAB (2)	Duty to provide the Victoria Planning Authority with information requested under s 201UAB(1) as soon as possible	DDG, EMEG, MSP, PMUR, PPSP	



Residential Tenancies Act 1997			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 91ZU(1)	Power to give a renter a notice to vacate rented premises	DIE, EMPSFM	Where Council is a public statutory authority engaged in the provision of housing
s 91ZZC(1)	Power to give a renter a notice to vacate rented premises	DIE, EMPSFM	Where Council is a public statutory authority authorised to acquire land compulsorily for its purposes
s 91ZZE(1)	Power to give a renter a notice to vacate rented premises	DIE, EMPSFM	Where Council is a public statutory authority engaged in the provision of housing
s 91ZZE(3)	Power to publish Council's criteria for eligibility for the provision of housing	DIE, EMPSFM	Where Council is a public statutory authority engaged in the provision of housing
s 142D	Function of receiving notice regarding an unregistered rooming house	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRATS, TOBS, TOEH	
s 142G(1)	Duty to enter required information in Rooming House Register for each rooming house in municipal district	CEH, EMRS, TLEH	
s 142G(2)	Power to enter certain information in the Rooming House Register	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO,	



Residential Tenancies Act 1997			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		TLEH, TLRATS, TOBS, TOEH	
s 142I(2)	Power to amend or revoke an entry in the Rooming House Register if necessary to maintain the accuracy of the entry	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRATS, TOBS, TOEH	
s 206AZA(2)	Function of receiving written notification	DIE, EMPSFM	
s 207ZE(2)	Function of receiving written notification	DIE, EMPSFM	
s 311A(2)	Function of receiving written notification	DIE, EMPSFM	
s 317ZDA(2)	Function of receiving written notification	DIE, EMPSFM	
s 518F	Power to issue notice to caravan park regarding emergency management plan if determined that the plan does not comply with the requirements	CEH, EHO, EMPSFM, EMRS, TLEH, TOEH	
s 522(1)	Power to give a compliance notice to a person	CBS, CEH, EHO, EMRS, MBS, TLEH, TOEH	



Residential Tenancies Act 1997			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 525(2)	Power to authorise an officer to exercise powers in s 526 (either generally or in a particular case)	DIE	
s 525(4)	Duty to issue identity card to authorised officers	AOSC, CRC, EMGR, SCO	
s 526(5)	Duty to keep record of entry by authorised officer under s 526	CBS, CEH, EHO, EMPSFM, EMRS, MBS, TLEH, TOEH	
s 526A(3)	Function of receiving report of inspection	AOEH, CEH, EHO, HSO, TLEH, TLRATS, TOEH	
s 527	Power to authorise a person to institute proceedings (either generally or in a particular case)	CBS, CEH, DDG, EHO, EMPSFM, EMRS, MBS, TLEH, TOEH	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 11(1)	Power to declare a road by publishing a notice in the Government Gazette	DDG, DIE, EMDF, EMI, EMO	Obtain consent in circumstances specified in s 11(2)
s 11(8)	Power to name a road or change the name of a road by publishing notice in Government Gazette	DDG, DIE, EMDF, EMI, EMO	
s 11(9)(b)	Duty to advise Registrar	DDG, DIE, EMDF, EMI, EMO	
s 11(10)	Duty to inform Secretary to Department of Environment, Land, Water and Planning of declaration etc.	DDG, DIE, EMDF, EMI, EMO	Subject to s 11(10A)
s 11(10A)	Duty to inform Secretary to Department of Environment, Land, Water and Planning or nominated person	DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
s 12(2)	Power to discontinue road or part of a road	DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
s 12(4)	Power to publish, and provide copy, notice of proposed discontinuance	DDG, DIE, EMDF, EMI, EMO	Power of coordinating road authority where it is the discontinuing body Unless s 12(11) applies
s 12(5)	Duty to consider written submissions received within 28 days of notice	DDG, DIE, EMDF, EMI, EMO	Duty of coordinating road authority where it is the discontinuing bod Unless s 12(11) applies



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 12(6)	Function of hearing a person in support of their written submission	DDG, DIE, EMDF, EMI, EMO	Function of coordinating road authority where it is the discontinuing body Unless s 12(11) applies
s 12(7)	Duty to fix day, time and place of meeting under s 12(6) and to give notice	DDG, DIE, EMDF, EMI, EMO	Duty of coordinating road authority where it is the discontinuing body Unless s 12(11) applies
s 12(10)	Duty to notify of decision made	DDG, DIE, EMDF, EMI, EMO	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	DDG, DIE, EMDF, EMI, EMO	Power of coordinating road authority and obtain consent under s 13(3) and s 13(4) as appropriate
s 14(4)	Function of receiving notice from the Head, Transport for Victoria	CIT, DDG, DIE, EMDF, EMI, EMO	
s 14(7)	Power to appeal against decision of the Head, Transport for Victoria	CAM, CIT, DDG, DIE, EMDF, EMI, EMO	
s 15(1)	Power to enter into arrangement with another road authority, utility or a provider of public transport to transfer a road management function of the road authority to the other road authority, utility or provider of public transport	CAM, DDG, DIE, EMDF, EMI, EMO	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 15(1A)	Power to enter into arrangement with a utility to transfer a road management function of the utility to the road authority	CAM, DDG, DIE, EMDF, EMI	
s 15(2)	Duty to include details of arrangement in public roads register	CAM, DDG, DIE, EMDF, EMI	
s 16(7)	Power to enter into an arrangement under s 15	CAM, DDG, DIE, EMDF, EMI	
s 16(8)	Duty to enter details of determination in public roads register	CAM, DDG, DIE, EMDF, EMI	
s 17(2)	Duty to register public road in public roads register	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
s 17(3)	Power to decide that a road is reasonably required for general public use	CAM, DDG, DIE, EMDF, EMI	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	CAM, DDG, DIE, EMDF, EMI	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	CAM, DDG, DIE, EMDF, EMI	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	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 18(1)	Power to designate ancillary area	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority, and obtain consent in circumstances specified in s 18(2)
s 18(3)	Duty to record designation in public roads register	CAM, DDG, DIE, EMDF, EMI	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	CAM, DDG, DIE, EMDF, EMI	
s 19(4)	Duty to specify details of discontinuance in public roads register	CAM, DDG, DIE, EMDF, EMI	
s 19(5)	Duty to ensure public roads register is available for public inspection	CAM, DDG, DIE, EMDF, EMI	
s 21	Function of replying to request for information or advice	CAM, DDG, DIE, EMDF, EMI	Obtain consent in circumstances specified in s 11(2)
s 22(2)	Function of commenting on proposed direction	CAM, DDG, DIE, EMDF, EMI	
s 22(4)	Duty to publish a copy or summary of any direction made under s 22 by the Minister in its annual report.	DIE, EMO	
s 22(5)	Duty to give effect to a direction under s 22	DIE, EMO	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 40(1)	Duty to inspect, maintain and repair a public road.	CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR	
s 40(5)	Power to inspect, maintain and repair a road which is not a public road	CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR	
s 41(1)	Power to determine the standard of construction, inspection, maintenance and repair	CAM, CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLRS, TLSR, TLUR	
s 42(1)	Power to declare a public road as a controlled access road	CAM, DDG, DIE, EMDF, EMI	Power of coordinating road authority and sch 2 also applies
s 42(2)	Power to amend or revoke declaration by notice published in Government Gazette	CAM, DDG, DIE, EMDF, EMI	Power of coordinating road authority and sch 2 also applies



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 42A(3)	Duty to consult with VicRoads before road is specified	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority If road is a municipal road or part thereof
s 42A(4)	Power to approve Minister's decision to specify a road as a specified freight road	CIT, DDG, DIE, EMDF, EMI, EMO	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)	DDG, DIE, EMDF, EMI, EMO	Where Council is the responsible road authority, infrastructure manager or works manager
s 48M(3)	Function of consulting with the relevant authority for purposes of developing guidelines under s 48M	DDG, DIE, EMDF, EMI, EMO	
s 49	Power to develop and publish a road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
s 51	Power to determine standards by incorporating the standards in a road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
s 53(2)	Power to cause notice to be published in Government Gazette of amendment etc of document in road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 54(2)	Duty to give notice of proposal to make a road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
s 54(5)	Duty to conduct a review of road management plan at prescribed intervals	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
s 54(6)	Power to amend road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
s 54(7)	Duty to incorporate the amendments into the road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
s 55(1)	Duty to cause notice of road management plan to be published in Government Gazette and newspaper	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
s 63(1)	Power to consent to conduct of works on road	CAM, CRM, EMI, EMO, RMCS, RMS, SASU, TLPD, TLRS, TLSR, TLUR	Where Council is the coordinating road authority



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 63(2)(e)	Power to conduct or to authorise the conduct of works in, on, under or over a road in an emergency	CAM, CEH, CRM, EMI, RMCS, RMS, SASU, TLPD, TLRs, TLSR, TLUR	Where Council is the infrastructure manager
s 64(1)	Duty to comply with cl 13 of sch 7	CAM, DDG, DIE, EMDF, EMI	Where Council is the infrastructure manager or works manager
s 66(1)	Power to consent to structure etc	CAM, DDG, DIE, EMDF, EMI	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	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
s 67(3)	Power to request information	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
s 68(2)	Power to request information	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
s 71(3)	Power to appoint an authorised officer	CAM, CID, CIT, CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLPSE,	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
		TLRS, TLSR, TLUR	
s 72	Duty to issue an identity card to each authorised officer	AOSC, CRC, DCS, EMGR, SCO	
s 85	Function of receiving report from authorised officer	DDG, DIE, EMDF, EMI	
s 86	Duty to keep register re s 85 matters	DDG, DIE, EMDF, EMI	
s 87(1)	Function of receiving complaints	CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR	
s 87(2)	Duty to investigate complaint and provide report	CRM, DCS, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 112(2)	Power to recover damages in court	DDG, DIE, EMDF, EMI, EMO	
s 116	Power to cause or carry out inspection	CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR	
s 119(2)	Function of consulting with the Head, Transport for Victoria	DDG, DIE, EMDF, EMI, EMO	
s 120(1)	Power to exercise road management functions on an arterial road (with the consent of the Head, Transport for Victoria)	CAM, DDG, DIE, EMDF, EMI, EMO, SASU	
s 120(2)	Duty to seek consent of the Head, Transport for Victoria to exercise road management functions before exercising power in s 120(1)	CAM, CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLRS, TLSR, TLUR	
s 121(1)	Power to enter into an agreement in respect of works	CAM, DDG, DIE, EMDF, EMI, EMO	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 122(1)	Power to charge and recover fees	CAM, DDG, DIE, EMDF, EMI, EMO	
s 123(1)	Power to charge for any service	CRM, DCS, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRs, TLSR, TLUR	
sch 2 cl 2(1)	Power to make a decision in respect of controlled access roads	CAM, DDG, DIE, EMDF, EMI	
sch 2 cl 3(1)	Duty to make policy about controlled access roads	Not Delegated	
sch 2 cl 3(2)	Power to amend, revoke or substitute policy about controlled access roads	Not Delegated	
sch 2 cl 4	Function of receiving details of proposal from the Head, Transport for Victoria	CAM, DDG, DIE, EMDF, EMI	
sch 2 cl 5	Duty to publish notice of declaration	CAM, DDG, DIE, EMDF, EMI	



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
sch 7 cl 7(1)	Duty to give notice to relevant coordinating road authority of proposed installation of non-road infrastructure or related works on a road reserve	CAM, DDG, DIE, EMDF, EMI	Where Council is the infrastructure manager or works manager
sch 7 cl 8(1)	Duty to give notice to any other infrastructure manager or works manager responsible for any non-road infrastructure in the area, that could be affected by any proposed installation of infrastructure or related works on a road or road reserve of any road	CAM, DDG, DIE, EMDF, EMI	Where Council is the infrastructure manager or works manager
sch 7 cl 9(1)	Duty to comply with request for information from a coordinating road authority, an infrastructure manager or a works manager responsible for existing or proposed infrastructure in relation to the location of any non-road infrastructure and technical advice or assistance in conduct of works	CAM, CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLR, TLUR	Where Council is the infrastructure manager or works manager responsible for non-road infrastructure
sch 7 cl 9(2)	Duty to give information to another infrastructure manager or works manager where becomes aware any infrastructure or works are not in the location shown on records, appear to be in an unsafe condition or appear to need maintenance	CAM, DDG, DIE, EMDF, EMI	Where Council is the infrastructure manager or works manager
sch 7 cl 10(2)	Where Sch 7 cl 10(1) applies, duty to, where possible, conduct appropriate consultation with persons likely to be significantly affected	CAM, DDG, DIE, EMDF, EMI	Where Council is the infrastructure manager or works manager



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
sch 7 cl 12(2)	Power to direct infrastructure manager or works manager to conduct reinstatement works	CAM, DDG, DIE, EMDF, EMI, SASU	Where Council is the coordinating road authority
sch 7 cl 12(3)	Power to take measures to ensure reinstatement works are completed	CAM, DDG, DIE, EMDF, EMI, SASU	Where Council is the coordinating road authority
sch 7 cl 12(4)	Duty to ensure that works are conducted by an appropriately qualified person	CAM, CRM, DDG, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLRs, TLRs, TLUR	Where Council is the coordinating road authority
sch 7 cl 12(5)	Power to recover costs	CAM, DDG, DIE, EMDF, EMI, SASU	Where Council is the coordinating road authority
sch 7 cl 13(1)	Duty to notify relevant coordinating road authority within 7 days that works have been completed, subject to sch 7 cl 13(2)	CAM, DDG, DIE, EMDF, EMI	Where Council is the works manager
sch 7 cl 13(2)	Power to vary notice period	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
sch 7 cl 13(3)	Duty to ensure works manager has complied with obligation to give notice under sch 7 cl 13(1)	CAM, DDG, DIE, EMDF, EMI	Where Council is the infrastructure manager



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
sch 7 cl 16(1)	Power to consent to proposed works	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
sch 7 cl 16(4)	Duty to consult	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority, responsible authority or infrastructure manager
sch 7 cl 16(5)	Power to consent to proposed works	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
sch 7 cl 16(6)	Power to set reasonable conditions on consent	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
sch 7 cl 16(8)	Power to include consents and conditions	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
sch 7 cl 17(2)	Power to refuse to give consent and duty to give reasons for refusal	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
sch 7 cl 18(1)	Power to enter into an agreement	CAM, DDG, DIE, EMDF, EMI	Where Council is the coordinating road authority
sch 7 cl 19(1)	Power to give notice requiring rectification of works	CAM, DDG, DIE, EMDF, EMI, SASU	Where Council is the coordinating road authority



Road Management Act 2004			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
sch 7 cl 19(2) & (3)	Power to conduct the rectification works or engage a person to conduct the rectification works and power to recover costs incurred	CAM, DDG, DIE, EMDF, EMI, SASU	Where Council is the coordinating road authority
sch 7 cl 20(1)	Power to require removal, relocation, replacement or upgrade of existing non-road infrastructure	CAM, DDG, DIE, EMDF, EMI, SASU	Where Council is the coordinating road authority
sch 7A cl 2	Power to cause street lights to be installed on roads	DDG, DIE, EMDF, EMI	Power of responsible road authority where it is the coordinating road authority or responsible road authority in respect of the road
sch 7 cl 3(1)(d)	Duty to pay installation and operation costs of street lighting - where road is not an arterial road	DDG, DIE, EMDF, EMI	Where Council is the responsible road authority
sch 7A cl 3(1)(e)	Duty to pay installation and operation costs of street lighting - where road is a service road on an arterial road and adjacent areas	DDG, DIE, EMDF, EMI	Where Council is the responsible road authority
sch 7A cl (3)(1)(f)	Duty to pay installation and percentage of operation costs of street lighting - for arterial roads in accordance with cls 3(2) and 4	DDG, DIE, EMDF, EMI	Duty of Council as responsible road authority that installed the light (re: installation costs) and where Council is relevant municipal council (re: operating costs)



Cemeteries and Crematoria Regulations 2015			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 24	Duty to ensure that cemetery complies with depth of burial requirements	DIE, EMPSFM	
r 25	Duty to ensure that the cemetery complies with the requirements for interment in concrete-lined graves	DIE, EMPSFM	
r 27	Power to inspect any coffin, container or other receptacle if satisfied of the matters in paragraphs (a) and (b)	DIE, EMPSFM	
r 28(1)	Power to remove any fittings on any coffin, container or other receptacle if the fittings may impede the cremation process or damage the cremator	DIE, EMPSFM	
r 28(2)	Duty to ensure any fittings removed of are disposed in an appropriate manner	DIE, EMPSFM	
r 29	Power to dispose of any metal substance or non-human substance recovered from a cremator	DIE, EMPSFM	
r 30(2)	Power to release cremated human remains to certain persons	DIE, EMPSFM	Subject to any order of a court
r 31(1)	Duty to make cremated human remains available for collection within 2 working days after the cremation	DIE, EMPSFM	
r 31(2)	Duty to hold cremated human remains for at least 12 months from the date of cremation	DIE, EMPSFM	



Cemeteries and Crematoria Regulations 2015			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 31(3)	Power to dispose of cremated human remains if no person gives a direction within 12 months of the date of cremation	DIE, EMPSFM	
r 31(4)	Duty to take reasonable steps notify relevant people of intention to dispose of remains at expiry of 12 month period	DIE, EMPSFM	
r 32	Duty to ensure a mausoleum is constructed in accordance with paragraphs (a)-(d)	DIE, EMPSFM	
r 33(1)	Duty to ensure that remains are interred in a coffin, container or receptacle in accordance with paragraphs (a)-(c)	DIE, EMPSFM	
r 33(2)	Duty to ensure that remains are interred in accordance with paragraphs (a)-(b)	DIE, EMPSFM	
r 34	Duty to ensure that a crypt space in a mausolea is sealed in accordance with paragraphs (a)-(b)	DIE, EMPSFM	
r 36	Duty to provide statement that alternative vendors or supplier of monuments exist	DIE, EMPSFM	
r 40	Power to approve a person to play sport within a public cemetery	DIE, EMPSFM	
r 41(1)	Power to approve fishing and bathing within a public cemetery	DIE, EMPSFM	



Cemeteries and Crematoria Regulations 2015			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 42(1)	Power to approve hunting within a public cemetery	DIE, EMPSFM	
r 43	Power to approve camping within a public cemetery	DIE, EMPSFM	
r 45(1)	Power to approve the removal of plants within a public cemetery	CPG, DIE, EMPSFM	
r 46	Power to approve certain activities under the Regulations if satisfied of regulation (1)(a)-(c)	CPG, DIE, EMO, EMPSFM	
r 47(3)	Power to approve the use of fire in a public cemetery	DIE, EMPSFM	
r 48(2)	Power to approve a person to drive, ride or use a vehicle on any surface other than a road, track or parking area	CPG, DIE, EMO, EMPSFM	
	Note: Schedule 2 contains Model Rules – only applicable if the cemetery trust has not made its own cemetery trust rules	CPG, DIE, EMO, EMPSFM	
sch 2 cl 4	Power to approve the carrying out of an activity referred to in rules 8, 16, 17 and 18 of sch 2	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 5(1)	Duty to display the hours during which pedestrian access is available to the cemetery	CPG, DIE, EMO, EMPSFM	See note above regarding model rules



Cemeteries and Crematoria Regulations 2015			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
sch 2 cl 5(2)	Duty to notify the Secretary of, (a) the hours during which pedestrian access is available to the cemetery; and (b) any changes to those hours	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 6(1)	Power to give directions regarding the manner in which a funeral is to be conducted	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 7(1)	Power to give directions regarding the dressing of places of interment and memorials	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 8	Power to approve certain mementos on a memorial	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 11(1)	Power to remove objects from a memorial or place of interment	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 11(2)	Duty to ensure objects removed under sub rule (1) are disposed of in an appropriate manner	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 12	Power to inspect any work being carried out on memorials, places of interment and buildings for ceremonies	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 14	Power to approve an animal to enter into or remain in a cemetery	CPG, DIE, EMO, EMPSFM	See note above regarding model rules



Cemeteries and Crematoria Regulations 2015			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
sch 2 cl 16(1)	Power to approve construction and building within a cemetery	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 17(1)	Power to approve action to disturb or demolish property of the cemetery trust	CPG, DIE, EMO, EMPSFM	See note above regarding model rules
sch 2 cl 18(1)	Power to approve digging or planting within a cemetery	CPG, DIE, EMO, EMPSFM	See note above regarding model rules

Planning and Environment Regulations 2015			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r.6	function of receiving notice, under section 19(1)(c) of the Act, from a planning authority of its preparation of an amendment to a planning scheme	DDG, EMDF, EMEG, MSP, MSTP	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	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP, SAO, SP, SSP, SSTP, STP	



Planning and Environment Regulations 2015			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r.25(a)	duty to make copy of matter considered under section 60(1A)(g) available for inspection free of charge	CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP, SAO, SP, SSP, SSTP, STP	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	CSTP, CSTPO, DDG, EMDF, EMEG, MSP, MSTP, PSTP, SAO, SP, SSP, SSTP, STP	where Council is not the responsible authority but the relevant land is within Council's municipal district
r.42	function of receiving notice under section 96C(1)(c) of the Act from a planning authority of its preparation of a combined application for an amendment to a planning scheme and notice of a permit application	DDG, EMDF, EMEG, MSP, MSTP	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the planning scheme to designate Council as an acquiring authority.

Planning and Environment (Fees) Regulations 2016			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 19	Power to waive or rebate a fee relating to an amendment of a planning scheme	DDG, EMEG, MSP	



Planning and Environment (Fees) Regulations 2016			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 20	Power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme	DDG, EMDF, MSTP	
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	DDG, EMDF, EMEG, MSP, MSTP	

Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 7	Function of entering into a written agreement with a caravan park owner	CEH, EHO, EMPSFM, TLEH, TOEH	
r 11	Function of receiving application for registration	AOBS, AOEH, AOLLT, CEH, EHO, EMRS, HSO, LLEO, RSSO, TLEH, TLRSA, TOBS, TOEH	
r 13(1)	Duty to grant the registration if satisfied that the caravan park complies with these regulations	CEH, EHO, TLEH, TOEH	



Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 13(2)	Duty to renew the registration if satisfied that the caravan park complies with these regulations	CEH, EHO, TLEH, TOEH	
r.13(2)	power to refuse to renew the registration if not satisfied that the caravan park complies with these regulations	CEH, EHO, TLEH	
r 13(4) & (5)	Duty to issue certificate of registration	CEH, EHO, TLEH, TOEH	
r 15(1)	Function of receiving notice of transfer of ownership	AOBS, AOEH, AOLLT, CEH, EHO, EMRS, HSO, LLEO, RSSO, TLEH, TLRATS, TOBS, TOEH	
r 15(3)	Power to determine where notice of transfer is displayed	CEH, EHO, TLEH, TOEH	
r 16(1)	Duty to transfer registration to new caravan park owner	CEH, EHO, TLEH, TOEH	
r 16(2)	Duty to issue a certificate of transfer of registration	CEH, EHO, TLEH, TOEH	



Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 17(1)	Power to determine the fee to accompany applications for registration or applications for renewal of registration	CEH, EHO, EMPSFM, TLEH	
r 18	Duty to keep register of caravan parks	CEH, TLEH	
r 19(4)	Power to determine where the emergency contact person's details are displayed	CEH, EHO, TLEH, TOEH	
r 19(6)	Power to determine where certain information is displayed	CEH, EHO, TLEH, TOEH	
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	CEH, EHO, TLEH, TOEH	
r 22A(2)	Duty to consult with relevant emergency services agencies	CEH, EHO, TLEH, TOEH	
r 23	Power to determine places in which caravan park owner must display a copy of emergency procedures	CEH, EHO, TLEH, TOEH	
r 24	Power to determine places in which caravan park owner must display copy of public emergency warnings	CEH, EHO, TLEH, TOEH	
r 25(3)	Duty to consult with relevant floodplain management authority	CEH, EHO, TLEH, TOEH	



Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 26	Duty to have regard to any report of the relevant fire authority	CEH, EHO, TLEH, TOEH	
r 28(c)	Power to approve system for the collection, removal and disposal of sewage and waste water from a movable dwelling	CEH, EHO, TLEH, TOEH	
r 39	Function of receiving notice of proposed installation of unregistrable movable dwelling or rigid annexe	AOBS, AOEH, AOLLT, CBS, CEH, EHO, EMPSFM, EMRS, HSO, LLEO, MBS, RSSO, TLEH, TLRATS, TOBS, TOEH	
r 39(b)	Power to require notice of proposal to install unregistrable movable dwelling or rigid annexe	CBS, DDG, DIE, EMPSFM, EMRS, MBS	
r 40(4)	Function of receiving installation certificate	CBS, DDG, DIE, EMPSFM, EMRS, MBS	
r 42	Power to approve use of a non-habitable structure as a dwelling or part of a dwelling	CBS, DDG, DIE, EMPSFM, EMRS, MBS	



Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
sch 3 cl4(3)	Power to approve the removal of wheels and axles from unregistrable movable dwelling	DDG, DIE, EMRS	

Road Management (General) Regulations 2016			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 8(1)	Duty to conduct reviews of road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
r 9(2)	Duty to produce written report of review of road management plan and make report available	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
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)	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	Where Council is the coordinating road authority
r.10	Duty to give notice of amendment which relates to standard of construction, inspection, maintenance or repair under s 41 of the Act	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	



Road Management (General) Regulations 2016			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 13(1)	Duty to publish notice of amendments to road management plan	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	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	CAM, CRC, DDG, DIE, EMDF, EMGR, EMI, EMO	
r 16(3)	Power to issue permit	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
r 18(1)	Power to give written consent re damage to road	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
r 23(2)	Power to make submission to Tribunal	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
r 23(4)	Power to charge a fee for application under s 66(1) Road Management Act	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the coordinating road authority
r 25(1)	Power to remove objects, refuse, rubbish or other material deposited or left on road	CAM, DDG, DIE, EMDF, EMI, EMO, SASU	Where Council is the responsible road authority
r 25(2)	Power to sell or dispose of things removed from road or part of road (after first complying with regulation 25(3))	CAM, DDG, DIE, EMDF, EMI, EMO	Where Council is the responsible road authority



Road Management (General) Regulations 2016			
Provision	Powers and Functions Delegated	Delegate	Conditions and Limitations
r 25(5)	Power to recover in the Magistrates' Court, expenses from person responsible	CAM, DDG, DIE, EMDF, EMI, EMO	

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

Changed Provisions

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate
Residential Tenancies Act 1997	s 91ZU(1)	Power to give a renter a notice to vacate rented premises	Where Council is a public statutory authority engaged in the provision of housing _____	DIE, EMPSFM
Residential Tenancies Act 1997	s 91ZZC(1)	Power to give a renter a notice to vacate rented premises	Where Council is a public statutory authority authorised to acquire land compulsorily for its purposes _____	DIE, EMPSFM
Residential Tenancies Act 1997	s 91ZZE(3)	Power to publish Council’s criteria for eligibility for the provision of housing	Where Council is a public statutory authority engaged in the provision of housing _____	DIE, EMPSFM
Residential Tenancies Act 1997	s 206AZA(2)	Function of receiving written notification		DIE, EMPSFM
Residential Tenancies Act 1997	s 207ZE(2)	Function of receiving written notification		DIE, EMPSFM

Deleted Provisions

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate
Residential Tenancies Act 1997	s 252	Power to give tenant a notice to vacate rented premises if s 252(1) applies	Where Council is a public statutory authority engaged in the provision of housing Note: this provision will be repealed on 1 July 2020, unless proclaimed earlier _____	DIE, EMPSFM
Residential Tenancies Act 1997	s 262(1)	Power to give tenant a notice to vacate rented premises	Where Council is a public statutory authority engaged in the provision of housing Note: this provision will be repealed on 1 July 2020, unless proclaimed earlier _____	DIE, EMPSFM
Residential Tenancies Act 1997	s 262(3)	Power to publish its criteria for eligibility for the provision of housing by Council	Where Council is a public statutory authority engaged in the provision of housing Note: this provision will be repealed on 1 July 2020, unless proclaimed earlier _____	DIE, EMOE, EMPSFM

Provisions for Technical Officer Building Services (TOBS)

Section	Delegation Source	Powers and Functions Delegated	Delegate	Conditions and Limitations
s 19NA(1)	Food Act 1984	Power to request food safety audit reports	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u>	Where Council is the registration authority
s 38AA(5)	Food Act 1984	Power to (a) request further information; or (b) advise the proprietor that the premises must be registered if the premises are not exempt	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u>	Where Council is the registration authority
s 38A(4)	Food Act 1984	Power to request a copy of a completed food safety program template	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u>	Where Council is the registration authority
s 38D(3)	Food Act 1984	Power to request copies of any audit reports	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u>	Where Council is the registration authority
s 142D	Residential Tenancies Act 1997	Function of receiving notice regarding an unregistered rooming house	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u> , TOEH	
s 142G(2)	Residential Tenancies Act 1997	Power to enter certain information in the Rooming House Register	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u> , TOEH	
s 142I(2)	Residential Tenancies Act 1997	Power to amend or revoke an entry in the Rooming House Register if necessary to maintain the accuracy of the entry	AOBS, AOEH, AOLLT, CEH, EHO, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u> , TOEH	
r 11	Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010	Function of receiving application for registration	AOBS, AOEH, AOLLT, CEH, EHO, EMRS, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u> , TOEH	
r 15(1)	Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010	Function of receiving notice of transfer of ownership	AOBS, AOEH, AOLLT, CEH, EHO, EMRS, HSO, LLEO, RSSO, TLEH, TLRSA TS, <u>TOBS</u> , TOEH	
r 39	Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010	Function of receiving notice of proposed installation of unregistrable movable dwelling or rigid annexe	AOBS, AOEH, AOLLT, CBS, CEH, EHO, EMPSFM, EMRS, HSO, LLEO, MBS, RSSO, TLEH, TLRSA TS, <u>TOBS</u> , TOEH	

Position Titles

- Director Infrastructure and Environment (DIE)
- Director Development and Growth (DDG)

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Environment Protection Act 1970	s 53M(3)	Power to require further information		CEH, CSTP, CSTPO, DDG , EHO, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, TLEH, TOEH, DIE
Environment Protection Act 1970	s 53M(4)	Duty to advise applicant that application is not to be dealt with		DDG , CEH, CSTP, CSTPO, EHO, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, TLEH, TOEH, DIE
Environment Protection Act 1970	s 53M(6)	Power to refuse to issue septic tank permit	Refusal must be ratified by Council or it is of no effect	CEH, DDG , EHO, TLEH, TOEH, DIE
Food Act 1984	s 19(2)(a)	Power to direct by written order that the food premises be put into a clean and sanitary condition	If s 19(1) applies	CEH, EHO, TLEH, DDG , DIE
Food Act 1984	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	If s 19(1) applies	CEH, EHO, DDG , TLEH, DIE
Food Act 1984	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	If s 19(1) applies Only in relation to temporary food premises or mobile food premises	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 19(4)(a)	Power to direct that an order made under s 19(3)(a) or (b), (i) be affixed to a conspicuous part of the premises, and (ii) inform the public by notice in a published newspaper or otherwise	If s 19(1) applies	DDG , DIE
Food Act 1984	s 19AA(2)	Power to direct, by written order, that a person must take any of the actions described in (a)-(c).	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 19CB(4)(b)	Power to request copy of records	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Food Act 1984	s 19E(1)(d)	Power to request a copy of the food safety program	Where Council is the registration authority	CEH, DDG EHO, TLEH, DIE
Food Act 1984	s 19GB	Power to request proprietor to provide written details of the name, qualification or experience of the current food safety supervisor	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 19UA	Power to charge fees for conducting a food safety assessment or inspection	Except for an assessment required by a declaration under s 19C or an inspection under ss 38B(1)(c) or 39.	CEH, DDG , EMRS, DIE
Food Act 1984	s 19W	Power to direct a proprietor of a food premises to comply with any requirement under Part IIIB	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984		Power to register, renew or transfer registration	Where Council is the registration authority refusal to grant/renew/transfer registration must be ratified by Council or the CEO (see s 58A(2))	CEH, DDG EHO, TLEH, DIE
Food Act 1984	s 38B(1)(a)	Duty to assess the application and determine which class of food premises under s 19C the food premises belongs	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 38B(1)(b)	Duty to ensure proprietor has complied with requirements of s 38A	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 38B(2)	Duty to be satisfied of the matters in s 38B(2)(a)-(b)	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 38D(1)	Duty to ensure compliance with the applicable provisions of s 38C and inspect the premises if required by s 39	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 38D(2)	Duty to be satisfied of the matters in s 38D(2)(a)-(d)	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 38E(2)	Power to register the food premises on a conditional basis	Where Council is the registration authority not exceeding the prescribed time limit defined under s 38E(5)	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 38E(4)	Duty to register the food premises when conditions are satisfied	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE
Food Act 1984	s 38F(3)(b)	Power to require proprietor to comply with requirements of this Act	Where Council is the registration authority	CEH, DDG , EHO, TLEH, DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Food Act 1984	s 39A	Power to register, renew or transfer food premises despite minor defects	Where Council is the registration authority Only if satisfied of matters in s 39A(2)(a)-(c)	CEH, <u>DDG</u> , EHO, TLEH, <u>DIE</u>
Food Act 1984	s 40(2)	Power to incorporate the certificate of registration in one document with any certificate of registration under Part 6 of the Public Health and Wellbeing Act 2008		CEH, <u>DDG</u> , EHO, TLEH, <u>DIE</u>
Food Act 1984	s 40C(2)	Power to grant or renew the registration of food premises for a period of less than 1 year	Where Council is the registration authority	CEH, <u>DDG</u> , TLEH, <u>DIE</u>
Food Act 1984	s 40D(1)	Power to suspend or revoke the registration of food premises	Where Council is the registration authority	CEH, TLEH, <u>DDG</u> , <u>DIE</u>
Food Act 1984	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	Where Council is the registration authority	CEH, EHO, TLEH, <u>DDG</u> , <u>DIE</u>
Food Act 1984	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	Where Council is the registration authority	CEH, EHO, TLEH, <u>DDG</u> , <u>DIE</u>
Local Government Act 1989	s 181H	Power to enter into an environmental upgrade agreement on behalf of Council and declare and levy an environmental upgrade charge		EMDF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 4B	Power to prepare an amendment to the Victorian Planning Provisions	If authorised by the Minister	CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 4G	Function of receiving prescribed documents and a copy of the Victorian Planning Provisions from the Minister		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 4H	Duty to make amendment to Victoria Planning Provisions available		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 4I	Duty to keep Victorian Planning Provisions and other documents available		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO,

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
				SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 8A(2)	Power to prepare amendment to the planning scheme where the Minister has given consent under s 8A		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 8A(3)	Power to apply to Minister to prepare an amendment to the planning scheme		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 8A(5)	Function of receiving notice of the Minister's decision		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 8A(7)	Power to prepare the amendment specified in the application without the Minister's authorisation if no response received after 10 business days		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 8B(2)	Power to apply to the Minister for authorisation to prepare an amendment to the planning scheme of an adjoining municipal district		CSTP, CSTPO, EMDF, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 12A(1)	Duty to prepare a municipal strategic statement (including power to prepare a municipal strategic statement under s19 of the Planning and Environment (Planning Schemes) Act 1996)		CSTP, CSTPO, EMDF, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 12B(1)	Duty to review planning scheme		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 12B(2)	Duty to review planning scheme at direction of Minister		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s.12B(5)	duty to report findings of review of planning scheme to Minister without delay		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 14	duties of a Responsible Authority as set out in s 14(a) to (d)		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 17(1)	Duty of giving copy amendment to the planning scheme		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 17(2)	Duty of giving copy s 173 agreement		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 17(3)	Duty of giving copy amendment, explanatory report and relevant documents to the Minister within 10 business days		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 18	Duty to make amendment etc. available		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 19	Power to give notice, to decide not to give notice, to publish notice of amendment to a planning scheme and to exercise any other power under s 19 to a planning scheme		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 19	Function of receiving notice of preparation of an amendment to a planning scheme	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.	CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 20(1)	Power to apply to Minister for exemption from the requirements of s 19		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 21(2)	Duty to make submissions available		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 21A(4)	Duty to publish notice		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, <u>DDG</u> , <u>DIE</u>

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 22	Duty to consider all submissions	Except submissions which request a change to the items in s 22(5)(a) and (b)	CSTP, CSTPO, EMDF, EMEG, EMO, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG, DIE
Planning and Environment Act 1987	s 23(1)(b)	Duty to refer submissions which request a change to the amendment to a panel		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG, DIE
Planning and Environment Act 1987	s 23(2)	Power to refer to a panel submissions which do not require a change to the amendment		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG, DIE
Planning and Environment Act 1987	s 24	Function to represent Council and present a submission at a panel hearing (including a hearing referred to in s 96D)		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, DDG, DIE
Planning and Environment Act 1987	s 26(1)	Power to make report available for inspection		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG, DIE
Planning and Environment Act 1987	s 26(2)	Duty to keep report of panel available for inspection		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 27(2)	Power to apply for exemption if panel's report not received		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 28	Duty to notify the Minister if abandoning an amendment	Note: the power to make a decision to abandon an amendment cannot be delegated	CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 30(4)(a)	Duty to say if amendment has lapsed		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 30(4)(b)	Duty to provide information in writing upon request		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP,

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
				PSTP, SP, SPAO, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 32(2)	Duty to give more notice if required		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, DDG , DIE
Planning and Environment Act 1987	s 33(1)	Duty to give more notice of changes to an amendment		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, DDG , DIE
Planning and Environment Act 1987	s 36(2)	Duty to give notice of approval of amendment		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG , DIE
Planning and Environment Act 1987	s 38(5)	Duty to give notice of revocation of an amendment		CSTP, CSTPO, D, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG , DIE
Planning and Environment Act 1987	s 39	Function of being a party to a proceeding commenced under s 39 and duty to comply with determination by VCAT		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, DDG , DIE
Planning and Environment Act 1987	s 40(1)	Function of lodging copy of approved amendment		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, , DIE SP, SPAO, SSP, DDG
Planning and Environment Act 1987	s 41	Duty to make approved amendment available		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG , DIE
Planning and Environment Act 1987	s 42	Duty to make copy of planning scheme available		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 46AW	Function of being consulted by the Minister	Where Council is a responsible public entity	DDG , EMDF, EMEG, DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 46AX	Function of receiving a draft Statement of Planning Policy and written direction in relation to the endorsement of the draft Statement of Planning Policy Power to endorse the draft Statement of Planning Policy	Where Council is a responsible public entity	EMDF, EMEG, DDG , DIE
Planning and Environment Act 1987	s 46AZC(2)	Duty not to prepare an amendment to a declared area planning scheme that is inconsistent with a Statement of Planning Policy for the declared area that is expressed to be binding on the responsible public entity	Where Council is a responsible public entity	CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG , DIE
Planning and Environment Act 1987	s 46AZK	Duty not to act inconsistently with any provision of the Statement of Planning Policy that is expressed to be binding on the public entity when performing a function or duty or exercising a power in relation to the declared area	Where Council is a responsible public entity	CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, DDG , DIE
Planning and Environment Act 1987	s 46GI(2)(b)(i)	Power to agree to a lower rate of standard levy for a class of development of a particular type of land than the rate specified in a Minister's direction	Where Council is the planning authority, the municipal Council of the municipal district in which the land is located and/or the development agency	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GJ(1)	Function of receiving written directions from the Minister in relation to the preparation and content of infrastructure contributions plans		EMDF, DDG , DIE
Planning and Environment Act 1987	s 46GK	Duty to comply with a Minister's direction that applies to Council as the planning authority		EMDF, DDG , DIE
Planning and Environment Act 1987	s 46GN(1)	Duty to arrange for estimates of values of inner public purpose land		AOGAF, CGAF, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GO(1)	Duty to give notice to owners of certain inner public purpose land		EMDF, DDG , DIE
Planning and Environment Act 1987	s 46GP	Function of receiving a notice under s 46GO	Where Council is the collecting agency	DDG , EMDF, DIE
Planning and Environment Act 1987	s 46GQ	Function of receiving a submission from an affected owner who objects to the estimated value per hectare (or other appropriate unit of measurement) of the inner public purpose land		AOGAF, CGAF, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GR(1)	Duty to consider every submission that is made by the closing date for submissions included in the notice under s 46GO		AOGAF, CGAF, DDG , DIE EMDF, GAFO

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

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 46GV(7)	Duty to impose the requirements set out in s 46GV(3) and (4) as conditions on the permit applied for by the applicant to develop the land in the ICP plan area		EMDF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GV(9)	Power to require the payment of a monetary component or the provision of the land component of an infrastructure contribution to be secured to Council's satisfaction	Where Council is the collecting agency	EMDF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GX(1)	Power to accept works, services or facilities in part or full satisfaction of the monetary component of an infrastructure contribution payable	Where Council is the collecting agency	AOGAF, CGAF, EMDF, GAFO, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GX(2)	Duty, before accepting the provision of works, services or facilities by an applicant under s 46GX(1), to obtain the agreement of the development agency or agencies specified in the approved infrastructure contributions plan	Where Council is the collecting agency	EMDF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GY(1)	Duty to keep proper and separate accounts and records	Where Council is the collecting agency	AOGAF, CGAF, DCS, EMDF, GAFO, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GY(2)	Duty to keep the accounts and records in accordance with the Local Government Act 2020	Where Council is the collecting agency	AOGAF, CGAF, DCS, EMDF, GAFO, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GZ(2)(a)	Duty to forward any part of the monetary component that is imposed for plan preparation costs to the planning authority that incurred those costs	Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is that planning authority	AOGAF, CGAF, DCS, EMDF, GAFO, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GZ(2)(a)	Function of receiving the monetary component	Where the Council is the planning authority This duty does not apply where Council is also the collecting agency	AOGAF, CGAF, DCS, EMDF, GAFO, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 46GZ(2)(b)	Duty to forward any part of the monetary component that is imposed for the provision of works, services or facilities to the development agency that is specified in the plan, as responsible for those works, services or facilities	Where Council is the collecting agency under an approved infrastructure contributions plan This provision does not apply where Council is also the relevant development agency	AOGAF, CGAF, EMDF, GAFO, <u>DDG</u> , <u>DIE</u>

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 46GZ(2)(b)	Function of receiving the monetary component	Where Council is the development agency under an approved infrastructure contributions plan This provision does not apply where Council is also the collecting agency	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZ(4)	Duty to use any land equalisation amounts to pay land credit amounts under s 46GZ(7), except any part of those amounts that are to be forwarded to a development agency under s 46GZ(5)	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZ(5)	Duty to forward any part of a land equalisation amount required for the acquisition of outer public purpose land by a development agency specified in the approved infrastructure contributions plan to that development agency	Where Council is the collecting agency under an approved infrastructure contributions plan This provision does not apply where Council is also the relevant development agency	AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 46GZ(5)	Function of receiving any part of a land equalisation amount required for the acquisition of outer public purpose land	Where Council is the development agency specified in the approved infrastructure contributions plan This provision does not apply where Council is also the collecting agency	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZ(7)	Duty to pay to each person who must provide an infrastructure contribution under the approved infrastructure contributions plan any land credit amount to which the person is entitled under s 46GW	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZ(9)	Duty to transfer the estate in fee simple in the land to the development agency specified in the approved infrastructure contributions plan as responsible for the use and development of that land	If any inner public purpose land is vested in Council under the Subdivision Act 1988 or acquired by Council before the time it is required to be provided to Council under s 46GV(4) Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DDG, EMDF, GAFO, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
			This duty does not apply where Council is also the development agency	
Planning and Environment Act 1987	s 46GZ(9)	Function of receiving the fee simple in the land	Where Council is the development agency under an approved infrastructure contributions plan This duty does not apply where Council is also the collecting agency	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZA(1)	Duty to keep proper and separate accounts and records	Where Council is the development agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZA(2)	Duty to keep the accounts and records in accordance with the Local Government Act 2020	Where Council is a development agency under an approved infrastructure contributions plan	AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DIE , DDG
Planning and Environment Act 1987	s 46GZB(3)	Duty to follow the steps set out in s 46GZB(3)(a) – (c)	Where Council is a development agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZB(4)	Duty, in accordance with requirements of the VPA, to report on the use of the infrastructure contribution in the development agency's annual report and provide reports on the use of the infrastructure contribution to the VPA	If the VPA is the collecting agency under an approved infrastructure contributions plan Where Council is a development agency under an approved infrastructure contributions plan	AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 46GZD(2)	Duty, within 6 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZD(2)(a) and (b)	Where Council is the development agency under an approved infrastructure contributions plan	AOGAF, CGAF, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZD(3)	Duty to follow the steps set out in s 46GZD(3)(a) and (b)	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZD(5)	Duty to make payments under s 46GZD(3) in accordance with ss 46GZD(5)(a) and 46GZD(5)(b)	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZE(2)	Duty to forward the land equalisation amount back to the collecting agency within 6 months after the expiry date if any part of a land equalisation amount paid or forwarded to a development agency for acquiring outer public purpose land	Where Council is the development agency under an approved infrastructure contributions plan	AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
		has not been expended by the development agency to acquire that land at the date on which the approved infrastructure contributions plan expires	This duty does not apply where Council is also the collecting agency	
Planning and Environment Act 1987	s 46GZE(2)	Function of receiving the unexpended land equalisation amount	Where Council is the collecting agency under an approved infrastructure contributions plan This duty does not apply where Council is also the development agency	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZE(3)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to follow the steps set out in s 46GZE(3)(a) and (b)	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZF(2)	Duty, within 12 months after the date on which the approved infrastructure contributions plan expires, to use the public purpose land for a public purpose approved by the Minister or sell the public purpose land	Where Council is the development agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s.46GZF(3)	Duty, if land is sold under s.46GZF(2)(b), to follow the steps in s.46GZF(3)(a) and (b)	Where Council is the development agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZF(3)	s 46GZF(3)(a) function of receiving proceeds of sale	Where Council is the collection agency under an approved infrastructure contributions plan This provision does not apply where Council is also the development agency	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZF(4)	Duty to divide the proceeds of the public purpose land among the current owners of each parcel of land in the ICP plan area and pay each current owner a portion of the proceeds in accordance with s 46GZF(5)	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZF(6)	Duty to make the payments under s 46GZF(4) in accordance with s 46GZF(6)(a) and (b)	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZH	Power to recover the monetary component, or any land equalisation amount of the land component, payable under Part 3AB as a debt in any court of competent jurisdiction	Where Council is the collecting agency under an approved infrastructure contributions plan	AOGAF, CGAF, DCS, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46GZI	Duty to prepare and give a report to the Minister at the times required by the Minister	Where Council is a collecting agency or development agency	AOGAF, CGAF, EMDF, GAFO, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 46GZK	Power to deal with public purpose land which has vested in, been acquired by, or transferred to, Council	Where Council is a collecting agency or development agency	AOGAF, CGAF, DCS, EMDF, GAFO, DDG, DIE
Planning and Environment Act 1987	s 46LB(3)	Duty to publish, on Council's Internet site, the payable dwelling amount for a financial year on or before 1 July of each financial year for which the amount is adjusted under s 46LB (2)		AOGAF, CGAF, DCS, EMDF, GAFO, DDG, DIE
Planning and Environment Act 1987	s 46N(1)	Duty to include condition in permit regarding payment of development infrastructure levy		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 46N(2)(c)	Function of determining time and manner for receipt of development contributions levy		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 46N(2)(d)	Power to enter into an agreement with the applicant regarding payment of development infrastructure levy		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	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		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 46O(1)(d) & (2)(d)	Power to enter into agreement with the applicant regarding payment of community infrastructure levy		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 46P(1)	Power to require payment of amount of levy under s 46N or s 46O to be satisfactorily secured		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 46P(2)	Power to accept provision of land, works, services or facilities in part or full payment of levy payable		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 46Q(1)	Duty to keep proper accounts of levies paid		AOGAF, CGAF, CSTP, CSTPO, DCS, DDG, EMDF, GAFO, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	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		AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DDG, DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	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		AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 46Q(3)	Power to refund any amount of levy paid if it is satisfied the development is not to proceed	Only applies when levy is paid to Council as a 'development agency'	AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 46Q(4)(c)	Duty to pay amount to current owners of land in the area if an amount of levy has been paid to a municipal council as a development agency for plan preparation costs incurred by the Council or for the provision by the Council of works, services or facilities in an area under s 46Q(4)(a)	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	AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 46Q(4)(d)	Duty to submit to the Minister an amendment to the approved development contributions plan	Must be done in accordance with Part 3	CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s46Q(4)(e)	Duty to expend that amount on other works etc.	With the consent of, and in the manner approved by, the Minister	AOGAF, CGAF, CSTP, CSTPO, EMDF, GAFO, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 46QC	Power to recover any amount of levy payable under Part 3B		AOGAF, CGAF, CSTP, CSTPO, DCS, EMDF, GAFO, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 46QD	Duty to prepare report and give a report to the Minister	Where Council is a collecting agency or development agency	CGAF, EMDF, GAFO, DDG , DIE
Planning and Environment Act 1987	s 46Y	Duty to carry out works in conformity with the approved strategy plan		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 47	Power to decide that an application for a planning permit does not comply with that Act		CO, CSTP, CSTPO, EMDF, MSTP, POC, PSTP, DDG , DIE
Planning and Environment Act 1987	s 49(1)	Duty to keep a register of all applications for permits and determinations relating to permits		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 49(2)	Duty to make register available for inspection		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO,

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
				SSTP, STP, TSODF, DDG, DIE
Planning and Environment Act 1987	s 50(4)	Duty to amend application		AOSTP, CSTP, CSTPO, , EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG, DIE
Planning and Environment Act 1987	s 50(5)	Power to refuse to amend application		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 50(6)	Duty to make note of amendment to application in register		AOSC, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, STP, TSODF, DDG, DIE
Planning and Environment Act 1987	s 50A(1)	Power to make amendment to application		CSTP, CSTPO, EMDF, EMEG, MSTP, PMUR, PPSP, PSTP, SAO, SO, SP, SPAO, SSP, SSTP, STP, TSODF, DDG, DIE
Planning and Environment Act 1987	s 50A(3)	Power to require applicant to notify owner and make a declaration that notice has been given		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PMUR, PPSP, PSTP, SO, SP, SPAO, SSP, SSTP, STP, TSODF, DDG, DIE
Planning and Environment Act 1987	s 50A(4)	Duty to note amendment to application in register		CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG, DIE
Planning and Environment Act 1987	s 51	Duty to make copy of application available for inspection		CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG, DIE
Planning and Environment Act 1987	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		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 52(1)(b)	Duty to give notice of the application to other municipal council where appropriate		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 52(1)(c)	Duty to give notice of the application to all persons required by the planning scheme		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	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		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	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		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, DIE , TSODF, DDG
Planning and Environment Act 1987	s 52(1)(d)	Duty to give notice of the application to other persons who may be detrimentally effected		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s.52(1AA)	Duty to give notice of an application to remove or vary a registered restrictive covenant		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 52(3)	Power to give any further notice of an application where appropriate		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 53(1)	Power to require the applicant to give notice under s 52(1) to persons specified by it		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 53(1A)	Power to require the applicant to give the notice under s 52(1AA)		AOSTP, CSTP, CSTPO, DEMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 54(1)	Power to require the applicant to provide more information		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 54(1A)	Duty to give notice in writing of information required under s 54(1)		CSTP, CSTPO, DEMDF, MSTP, PMUR, PPSP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 54(1B)	Duty to specify the lapse date for an application		AOSTP, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 54A(3)	Power to decide to extend time or refuse to extend time to give required information		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 54A(4)	Duty to give written notice of decision to extend or refuse to extend time under s 54A(3)		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 55(1)	Duty to give copy application, together with the prescribed information, to every referral authority specified in the planning scheme		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 57(2A)	Power to reject objections considered made primarily for commercial advantage for the objector		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG , DIE
Planning and Environment Act 1987	s 57(3)	Function of receiving name and address of persons to whom notice of decision is to go		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 57(5)	Duty to make available for inspection copy of all objections		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 57A(4)	Duty to amend application in accordance with applicant's request, subject to s 57A(5)		CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 57A(5)	Power to refuse to amend application		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 57A(6)	Duty to note amendments to application in register		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 57B(1)	Duty to determine whether and to whom notice should be given		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 57B(2)	Duty to consider certain matters in determining whether notice should be given		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 57C(1)	Duty to give copy of amended application to referral authority		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 58	Duty to consider every application for a permit		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 58A	Power to request advice from the Planning Application Committee		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 60	Duty to consider certain matters		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 60(1A)	Duty to consider certain matters		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 60(1B)	Duty to consider number of objectors in considering whether use or development may have significant social effect		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 61(1)	Power to determine permit application, either to decide to grant a permit, to decide to grant a permit with conditions or to refuse a permit application	The permit must not be inconsistent with a cultural heritage management plan under the Aboriginal Heritage Act 2006	CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 61(2)	Duty to decide to refuse to grant a permit if a relevant determining referral authority objects to grant of permit		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 61(2A)	Power to decide to refuse to grant a permit if a relevant recommending referral authority objects to the grant of permit		CSTP, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 61(4)	Duty to refuse to grant the permit if grant would authorise a breach of a registered restrictive covenant		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 62(1)	Duty to include certain conditions in deciding to grant a permit		CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG, DHE
Planning and Environment Act 1987	s 62(2)	Power to include other conditions		CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG, DHE
Planning and Environment Act 1987	s 62(4)	Duty to ensure conditions are consistent with paragraphs (a),(b) and (c)		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, DHE , TSODF, DDG
Planning and Environment Act 1987	s 62(5)(a)	Power to include a permit condition to implement an approved development contributions plan or an approved infrastructure contributions plan		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG, DHE
Planning and Environment Act 1987	s 62(5)(b)	Power to include a permit condition that specified works be provided on or to the land or paid for in accordance with s 173 agreement		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG, DHE
Planning and Environment Act 1987	s 62(5)(c)	Power to include a permit condition that specified works be provided or paid for by the applicant		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG, DHE
Planning and Environment Act 1987	s 62(6)(a)	Duty not to include a permit condition requiring a person to pay an amount for or provide works except in accordance with ss 46N(1), 46GV(7) or 62(5)		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG, DHE
Planning and Environment Act 1987	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)		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG, DHE
Planning and Environment Act 1987	s 63	Duty to issue the permit where made a decision in favour of the application (if no one has objected)		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG, DHE
Planning and Environment Act 1987	s 64(1)	Duty to give notice of decision to grant a permit to applicant and objectors	This provision applies also to a decision to grant an amendment to a permit - see s 75	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DHE
Planning and Environment Act 1987	s 64(3)	Duty not to issue a permit until after the specified period	This provision applies also to a decision to grant an amendment to a permit - see s 75	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DHE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 64(5)	Duty to give each objector a copy of an exempt decision	This provision applies also to a decision to grant an amendment to a permit - see s 75	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	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	This provision applies also to a decision to grant an amendment to a permit - see s 75A	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 65(1)	Duty to give notice of refusal to grant permit to applicant and person who objected under s 57		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 66(1)	Duty to give notice under s 64 or s 65 and copy permit to relevant determining referral authorities		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 66(2)	Duty to give a recommending referral authority notice of its decision to grant a permit	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	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 66(4)	Duty to give a recommending referral authority notice of its decision to refuse a permit	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	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 66(6)	Duty to give a recommending referral authority a copy of any permit which Council decides to grant and a copy of any notice given under s 64 or 65	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	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 69(1)	Function of receiving application for extension of time of permit		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 69(1A)	Function of receiving application for extension of time to complete development		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 69(2)	Power to extend time		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 70	Duty to make copy permit available for inspection		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 71(1)	Power to correct certain mistakes		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 71(2)	Duty to note corrections in register		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 73	Power to decide to grant amendment subject to conditions		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 74	Duty to issue amended permit to applicant if no objectors		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, <u>DDG</u> SSTP, STP, TSODF, <u>DIE</u>
Planning and Environment Act 1987	s 76	Duty to give applicant and objectors notice of decision to refuse to grant amendment to permit		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 76A(1)	Duty to give relevant determining referral authorities copy of amended permit and copy of notice		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SO, SSTP, STP, TSODF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 76A(2)	Duty to give a recommending referral authority notice of its decision to grant an amendment to a permit	If the recommending referral authority objected to the amendment of the permit	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP,

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
			or the responsible authority decided not to include a condition on the amended permit recommended by the recommending referral authority	SAO, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 76A(4)	Duty to give a recommending referral authority notice of its decision to refuse a permit	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	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 76A(6)	Duty to give a recommending referral authority a copy of any amended permit which Council decides to grant and a copy of any notice given under s 64 or 76	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	AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 76D	Duty to comply with direction of Minister to issue amended permit		AOSTP, CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 83	Function of being respondent to an appeal		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 83B	Duty to give or publish notice of application for review		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 84(1)	Power to decide on an application at any time after an appeal is lodged against failure to grant a permit		CSTP, CSTPO, D, EMDF, MSTP, PSTP, SO, TSODF, DDG , DIE
Planning and Environment Act 1987	s 84(2)	Duty not to issue a permit or notice of decision or refusal after an application is made for review of a failure to grant a permit		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG , DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 84(6)	Duty to issue permit on receipt of advice within 3 working days		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 84AB	Power to agree to confining a review by the Tribunal		AOGAF, CGAF, DCS, EMDF, GAFO, SO, TSODF, DDG , DIE
Planning and Environment Act 1987	s 86	Duty to issue a permit at order of Tribunal within 3 working days		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 87(3)	Power to apply to VCAT for the cancellation or amendment of a permit		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, TSODF, DDG , DIE
Planning and Environment Act 1987	s 90(1)	Function of being heard at hearing of request for cancellation or amendment of a permit		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, DDG , TSODF, DIE
Planning and Environment Act 1987	s 91(2)	Duty to comply with the directions of VCAT		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 91(2A)	Duty to issue amended permit to owner if Tribunal so directs		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 92	Duty to give notice of cancellation/amendment of permit by VCAT to persons entitled to be heard under s 90		CSTP, CSTPO, EMDF, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 93(2)	Duty to give notice of VCAT order to stop development		CCPE, CSTP, CSTPO, EMDF, EMRS, MSTP, PSTP, SO, SSTP, STP, TSODF, DDG , DIE
Planning and Environment Act 1987	s 95(3)	Function of referring certain applications to the Minister		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 95(4)	Duty to comply with an order or direction		CSTP, CSTPO, DEMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 96(1)	Duty to obtain a permit from the Minister to use and develop its land		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 96(2)	Function of giving consent to other persons to apply to the Minister for a permit to use and develop Council land		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 96A(2)	Power to agree to consider an application for permit concurrently with preparation of proposed amendment		CSTP, CSTPO, EMDF, MSP, MSTP, PSTP, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 96C	Power to give notice, to decide not to give notice, to publish notice and to exercise any other power under s 96C		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	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)		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 96H(3)	Power to give notice in compliance with Minister's direction		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 96J	Power to issue permit as directed by the Minister		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 96K	Duty to comply with direction of the Minister to give notice of refusal		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	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		CO, CSTP, CSTPO, EMDF, MSTP, POC, PSTP, DDG , DIE
Planning and Environment Act 1987	s 97C	Power to request Minister to decide the application		EMDF, DDG , DIE
Planning and Environment Act 1987	s 97D(1)	Duty to comply with directions of Minister to supply any document or assistance relating to application		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 97G(6)	Duty to make a copy of permits issued under s 97F available for inspection		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 97L	Duty to include Ministerial decisions in a register kept under s 49		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 97MH	Duty to provide information or assistance to the Planning Application Committee		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 97MI	Duty to contribute to the costs of the Planning Application Committee or subcommittee		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 97O	Duty to consider application and issue or refuse to issue certificate of compliance		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 97P(3)	Duty to comply with directions of VCAT following an application for review of a failure or refusal to issue a certificate		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 97Q(2)	Function of being heard by VCAT at hearing of request for amendment or cancellation of certificate		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 97Q(4)	Duty to comply with directions of VCAT		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 97R	Duty to keep register of all applications for certificate of compliance and related decisions		CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 98(1)&(2)	Function of receiving claim for compensation in certain circumstances		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 98(4)	Duty to inform any person of the name of the person from whom compensation can be claimed		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 101	Function of receiving claim for expenses in conjunction with claim		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 103	Power to reject a claim for compensation in certain circumstances		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s.107(1)	function of receiving claim for compensation		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 107(3)	Power to agree to extend time for making claim		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 114(1)	Power to apply to the VCAT for an enforcement order		CCPE, CSTP, CSTPO, EMDF, EMRS, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 117(1)(a)	Function of making a submission to the VCAT where objections are received		CCPE, CSTP, CSTPO, EMDF, EMRS, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 120(1)	Power to apply for an interim enforcement order where s 114 application has been made		CCPE, CSTP, CSTPO, EMDF, EMRS, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 123(1)	Power to carry out work required by enforcement order and recover costs		CCPE, CSTP, CSTPO, EMDF, EMRS, MSTP, PSTP, DDG, DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 123(2)	Power to sell buildings, materials, etc salvaged in carrying out work under s 123(1)	Except Crown Land	CSTP, CSTPO, DCS, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 129	Function of recovering penalties		CSTP, CSTPO, DCS, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 130(5)	Power to allow person served with an infringement notice further time		CCPE, CSTP, CSTPO, DCS, EMDF, EMRS, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 149A(1)	Power to refer a matter to the VCAT for determination		CSTP, CSTPO, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 149A(1A)	power to apply to VCAT for the determination of a matter relating to the interpretation of a s.173 agreement		CCPE, CSTP, CSTPO, EMDF, EMRS, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 156	Duty to pay fees and allowances (including a payment to the Crown under s 156(2A)), and payment or reimbursement for reasonable costs and expenses incurred by the panel in carrying out its functions unless the Minister directs otherwise under s 156(2B)power to ask for contribution under s 156(3) and power to abandon amendment or part of it under s 156(4)	Where Council is the relevant planning authority	CSTP, CSTPO, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 171(2)(f)	Power to carry out studies and commission reports		CSTP, CSTPO, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 171(2)(g)	Power to grant and reserve easements		CSTP, CSTPO, EMDF, MS, <u>DDG</u> TP, PSTP, STP, <u>DIE</u>
Planning and Environment Act 1987	s 172C	Power to compulsorily acquire any outer public purpose land that is specified in the approved infrastructure contributions plan	Where Council is a development agency specified in an approved infrastructure contributions plan	DCS, EMDF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 172D(1)	Power to compulsorily acquire any inner public purpose land that is specified in the plan before the time that the land is required to be provided to Council under s 46GV(4)	Where Council is a collecting agency specified in an approved infrastructure contributions plan	DCS, EMDF, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 172D(2)	Power to compulsorily acquire any inner public purpose land, the use and development of which is to be the responsibility of Council under the plan, before the time that the land is required to be provided under s 46GV(4)	Where Council is the development agency specified in an approved infrastructure contributions plan	DCS, EMDF, <u>DDG</u> , <u>DIE</u>

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 173(1)	Power to enter into agreement covering matters set out in s 174		CSTP, CSTPO, DCS, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 173(1A)	Power to enter into an agreement with an owner of land for the development or provision of land in relation to affordable housing	Where Council is the relevant responsible authority	DCS, MED, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987		Power to decide whether something is to the satisfaction of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires something to be to the satisfaction of Council or Responsible Authority		CSTP, CSTPO, DCS, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987		Power to give consent on behalf of Council, where an agreement made under s 173 of the Planning and Environment Act 1987 requires that something may not be done without the consent of Council or Responsible Authority		CSTP, CSTPO, DCS, EMDF, MSP, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 177(2)	Power to end a s 173 agreement with the agreement of all those bound by any covenant in the agreement or otherwise in accordance with Division 2 of Part 9		CSTP, CSTPO, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	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		CSTP, CSTPO, DCS, EMDF, MSTP, PSTP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 178A(1)	Function of receiving application to amend or end an agreement		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 178A(3)	Function of notifying the owner as to whether it agrees in principle to the proposal under s 178A(1)		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, <u>DDG</u> , <u>DIE</u>
Planning and Environment Act 1987	s 178A(4)	Function of notifying the applicant and the owner as to whether it agrees in principle to the proposal		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, <u>DDG</u> , <u>DIE</u>

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 178A(5)	Power to propose to amend or end an agreement		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178B(1)	Duty to consider certain matters when considering proposal to amend an agreement		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178B(2)	Duty to consider certain matters when considering proposal to end an agreement		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178C(2)	Duty to give notice of the proposal to all parties to the agreement and other persons who may be detrimentally affected by decision to amend or end		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178C(4)	Function of determining how to give notice under s 178C(2)		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	s 178E(1)	Duty not to make decision until after 14 days after notice has been given		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s.178E(2)(a)	Power to amend or end the agreement in accordance with the proposal	If no objections are made under s 178D Must consider matters in s 178B	CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, DIE , PPSP, PSTP, SP, SSP, SSTP, STP, DDG
Planning and Environment Act 1987	s 178E(2)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	If no objections are made under s 178D Must consider matters in s 178B	CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178E(2)(c)	Power to refuse to amend or end the agreement	If no objections are made under s 178D Must consider matters in s 178B	CSTP, CSTPOEMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178E(3)(a)	Power to amend or end the agreement in accordance with the proposal	After considering objections, submissions and matters in s 178B	CSTP, CSTPO, EMDF, MSP, MSTP, PMUR,

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
				PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178E(3)(b)	Power to amend or end the agreement in a manner that is not substantively different from the proposal	After considering objections, submissions and matters in s 178B	CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s.178E(3)(c)	power to amend or end the agreement in a manner that is substantively different from the proposal	After considering objections, submissions and matters in s.178B	CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178E(3)(d)	Power to refuse to amend or end the agreement	After considering objections, submissions and matters in s 178B	CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178F(1)	Duty to give notice of its decision under s 178E(3)(a) or (b)		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	s 178F(2)	Duty to give notice of its decision under s 178E(2)(c) or (3)(d)		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG , DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, , DIE , PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG
Planning and Environment Act 1987	s 178G	Duty to sign amended agreement and give copy to each other party to the agreement		CSTP, CSTPO, EMDF, MSP, MSTP, PSTP, DDG , DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 178I(3)	Duty to notify, in writing, each party to the agreement of the ending of the agreement relating to Crown land		CSTP, CSTPO, EMDF, EMPSFM, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	s 179(2)	Duty to make available for inspection copy agreement		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 181	Duty to apply to the Registrar of Titles to record the agreement and to deliver a memorial to Registrar-General		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 181(1A)(a)	Power to apply to the Registrar of Titles to record the agreement		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 181(1A)(b)	Duty to apply to the Registrar of Titles, without delay, to record the agreement		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 182	Power to enforce an agreement		CSTP, CSTPO, EMDF, EMRS, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	s 183	Duty to tell Registrar of Titles of ending/amendment of agreement		CSTP, CSTPO, EMDF, MSTP, PSTP, DDG, DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, DIE , PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, DDG, DIE
Planning and Environment Act 1987	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		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, DDG, DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 184G(2)	Duty to comply with a direction of the Tribunal		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, <u>DDG</u> , DIE
Planning and Environment Act 1987	s 184G(3)	Duty to give notice as directed by the Tribunal		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SPAO, SSP, SSTP, STP, <u>DDG</u> , DIE
Planning and Environment Act 1987	s 198(1)	Function to receive application for planning certificate		CSTP, CSTPO, EMDF, MSTP, PSTP, SAO, SSTP, STP, <u>DDG</u> , DIE
Planning and Environment Act 1987	s 199(1)	Duty to give planning certificate to applicant		CSTP, CSTPO, EMDF, MSTP, PSTP, SPAO, SSTP, STP, <u>DDG</u> , DIE
Planning and Environment Act 1987	s 201(1)	Function of receiving application for declaration of underlying zoning		CSTP, CSTPO, EMDF, MSTP, PSTP, SSTP, STP, <u>DDG</u> , DIE
Planning and Environment Act 1987	s 201(3)	Duty to make declaration		CSTP, CSTPO, EMDF, MSTP, PSTP, <u>DDG</u> , DIE
Planning and Environment Act 1987		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		CSTP, CSTPO, EMDF, MSP, MSTP, PMUR, PPSP, PSTP, SP, SSP, SSTP, STP, <u>DDG</u> , DIE
Planning and Environment Act 1987		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		CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PPSP, PSTP, <u>DDG</u> , DIE
Planning and Environment Act 1987		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		CSTP, CSTPO, EMDF, MSTP, PSTP, <u>DDG</u> , DIE
Planning and Environment Act 1987		Power to give written authorisation in accordance with a provision of a planning scheme		CSTP, CSTPO, MSTP, PSTP, <u>DDG</u> , DIE
Planning and Environment Act 1987	s 201UAB(1)	Function of providing the Victoria Planning Authority with information relating to any land within municipal district		EMEG, MSP, PMUR, PPSP, <u>DDG</u> , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Planning and Environment Act 1987	s 201UAB(2)	Duty to provide the Victoria Planning Authority with information requested under s 201UAB(1) as soon as possible		EMEG, MSP, PMUR, PPSP, <u>DDG</u> , <u>DIE</u>
Residential Tenancies Act 1997	s 91ZU(1)	Power to give a renter a notice to vacate rented premises	Where Council is a public statutory authority engaged in the provision of housing	DIE, EMPSFM
Residential Tenancies Act 1997	s 527	Power to authorise a person to institute proceedings (either generally or in a particular case)		CBS, CEH, EHO, EMPSFM, EMRS, MBS, TLEH, TOEH, <u>DDG</u>
Road Management Act 2004	s 11(1)	Power to declare a road by publishing a notice in the Government Gazette	Obtain consent in circumstances specified in s 11(2)	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 11(8)	Power to name a road or change the name of a road by publishing notice in Government Gazette		DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 11(9)(b)	Duty to advise Registrar		DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 11(10)	Duty to inform Secretary to Department of Environment, Land, Water and Planning of declaration etc.	Subject to s 11(10A)	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 11(10A)	Duty to inform Secretary to Department of Environment, Land, Water and Planning or nominated person	Where Council is the coordinating road authority	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 12(2)	Power to discontinue road or part of a road	Where Council is the coordinating road authority	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 12(4)	Power to publish, and provide copy, notice of proposed discontinuance	Power of coordinating road authority where it is the discontinuing body Unless s 12(11) applies	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 12(5)	Duty to consider written submissions received within 28 days of notice	Duty of coordinating road authority where it is the discontinuing body Unless s 12(11) applies	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 12(6)	Function of hearing a person in support of their written submission	Function of coordinating road authority where it is the discontinuing body Unless s 12(11) applies	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 12(7)	Duty to fix day, time and place of meeting under s 12(6) and to give notice	Duty of coordinating road authority where it is the discontinuing body Unless s 12(11) applies	DIE, EMDF, EMI, EMO, <u>DDG</u>

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management Act 2004	s 12(10)	Duty to notify of decision made	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	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 13(1)	Power to fix a boundary of a road by publishing notice in Government Gazette	Power of coordinating road authority and obtain consent under s 13(3) and s 13(4) as appropriate	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 14(4)	Function of receiving notice from the Head, Transport for Victoria		CIT, DIE, EMDF, EMI, EMOE, <u>DDG</u>
Road Management Act 2004	s 14(7)	Power to appeal against decision of the Head, Transport for Victoria		CAM, CIT, DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 15(1)	Power to enter into arrangement with another road authority, utility or a provider of public transport to transfer a road management function of the road authority to the other road authority, utility or provider of public transport		CAM, DDG, DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management Act 2004	s 15(1A)	Power to enter into arrangement with a utility to transfer a road management function of the utility to the road authority		CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 15(2)	Duty to include details of arrangement in public roads register		CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 16(7)	Power to enter into an arrangement under s 15		CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 16(8)	Duty to enter details of determination in public roads register		CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 17(2)	Duty to register public road in public roads register	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 17(3)	Power to decide that a road is reasonably required for general public use	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 17(3)	Duty to register a road reasonably required for general public use in public roads register	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 17(4)	Power to decide that a road is no longer reasonably required for general public use	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, <u>DDG</u>
Road Management Act 2004	s 17(4)	Duty to remove road no longer reasonably required for general public use from public roads register	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, <u>DDG</u>

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management Act 2004	s 18(1)	Power to designate ancillary area	Where Council is the coordinating road authority, and obtain consent in circumstances specified in s 18(2)	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 18(3)	Duty to record designation in public roads register	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 19(1)	Duty to keep register of public roads in respect of which it is the coordinating road authority		CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 19(4)	Duty to specify details of discontinuance in public roads register		CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 19(5)	Duty to ensure public roads register is available for public inspection		CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 21	Function of replying to request for information or advice	Obtain consent in circumstances specified in s 11(2)	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 22(2)	Function of commenting on proposed direction		CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 40(1)	Duty to inspect, maintain and repair a public road.		CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 40(5)	Power to inspect, maintain and repair a road which is not a public road		CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 41(1)	Power to determine the standard of construction, inspection, maintenance and repair		CAM, CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 42(1)	Power to declare a public road as a controlled access road	Power of coordinating road authority and sch 2 also applies	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 42(2)	Power to amend or revoke declaration by notice published in Government Gazette	Power of coordinating road authority and sch 2 also applies	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 42A(3)	Duty to consult with VicRoads before road is specified	Where Council is the coordinating road authority If road is a municipal road or part thereof	CAM, DIE, EMDF, EMI, EMO, DDG

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management Act 2004	s 42A(4)	Power to approve Minister's decision to specify a road as a specified freight road	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	CIT, DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	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)	Where Council is the responsible road authority, infrastructure manager or works manager	DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	s 48M(3)	Function of consulting with the relevant authority for purposes of developing guidelines under s 48M		DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	s 49	Power to develop and publish a road management plan		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 51	Power to determine standards by incorporating the standards in a road management plan		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 53(2)	Power to cause notice to be published in Government Gazette of amendment etc of document in road management plan		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 54(2)	Duty to give notice of proposal to make a road management plan		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 54(5)	Duty to conduct a review of road management plan at prescribed intervals		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 54(6)	Power to amend road management plan		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 54(7)	Duty to incorporate the amendments into the road management plan		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 55(1)	Duty to cause notice of road management plan to be published in Government Gazette and newspaper		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management Act 2004	s 64(1)	Duty to comply with cl 13 of sch 7	Where Council is the infrastructure manager or works manager	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 66(1)	Power to consent to structure etc	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 67(2)	Function of receiving the name & address of the person responsible for distributing the sign or bill	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management Act 2004	s 67(3)	Power to request information	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 68(2)	Power to request information	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	s 71(3)	Power to appoint an authorised officer		CAM, CID, CIT, CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLPSE, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 85	Function of receiving report from authorised officer		DIE, EMDF, EMI, DDG
Road Management Act 2004	s 86	Duty to keep register re s 85 matters		DIE, EMDF, EMI, DDG
Road Management Act 2004	s 87(1)	Function of receiving complaints		CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 87(2)	Duty to investigate complaint and provide report		CRM, DCS, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 112(2)	Power to recover damages in court		DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	s 116	Power to cause or carry out inspection		CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 119(2)	Function of consulting with the Head, Transport for Victoria		DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	s 120(1)	Power to exercise road management functions on an arterial road (with the consent of the Head, Transport for Victoria)		CAM, DIE, EMDF, EMI, EMO, SASU, DDG
Road Management Act 2004	s 120(2)	Duty to seek consent of the Head, Transport for Victoria to exercise road management functions before exercising power in s 120(1)		CAM, CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLRS, TLSR, TLUR, DDG
Road Management Act 2004	s 121(1)	Power to enter into an agreement in respect of works		CAM, DIE, EMDF, EMI, EMO, DDG

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management Act 2004	s 122(1)	Power to charge and recover fees		CAM, DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	s 123(1)	Power to charge for any service		CRM, DCS, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRs, TLSR, TLUR, DDG
Road Management Act 2004	sch 2 cl 2(1)	Power to make a decision in respect of controlled access roads		CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 2 cl 4	Function of receiving details of proposal from the Head, Transport for Victoria		CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 2 cl 5	Duty to publish notice of declaration		CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 7(1)	Duty to give notice to relevant coordinating road authority of proposed installation of non-road infrastructure or related works on a road reserve	Where Council is the infrastructure manager or works manager	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 8(1)	Duty to give notice to any other infrastructure manager or works manager responsible for any non-road infrastructure in the area, that could be affected by any proposed installation of infrastructure or related works on a road or road reserve of any road	Where Council is the infrastructure manager or works manager	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 9(1)	Duty to comply with request for information from a coordinating road authority, an infrastructure manager or a works manager responsible for existing or proposed infrastructure in relation to the location of any non-road infrastructure and technical advice or assistance in conduct of works	Where Council is the infrastructure manager or works manager responsible for non-road infrastructure	CAM, CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, TLPD, TLRs, TLSR, TLUR, DDG
Road Management Act 2004	sch 7 cl 9(2)	Duty to give information to another infrastructure manager or works manager where becomes aware any infrastructure or works are not in the location shown on records, appear to be in an unsafe condition or appear to need maintenance	Where Council is the infrastructure manager or works manager	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 10(2)	Where Sch 7 cl 10(1) applies, duty to, where possible, conduct appropriate consultation with persons likely to be significantly affected	Where Council is the infrastructure manager or works manager	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 12(2)	Power to direct infrastructure manager or works manager to conduct reinstatement works	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, SASU, DDG
Road Management Act 2004	sch 7 cl 12(3)	Power to take measures to ensure reinstatement works are completed	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, SASU, DDG

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management Act 2004	sch 7 cl 12(4)	Duty to ensure that works are conducted by an appropriately qualified person	Where Council is the coordinating road authority	CAM, CRM, DIE, EMDF, EMI, EMO, RMCS, RMS, SASU, TLPD, TLRs, TLSR, TLUR, DDG
Road Management Act 2004	sch 7 cl 12(5)	Power to recover costs	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, SASU, DDG
Road Management Act 2004	sch 7 cl 13(1)	Duty to notify relevant coordinating road authority within 7 days that works have been completed, subject to sch 7 cl 13(2)	Where Council is the works manager	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 13(2)	Power to vary notice period	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 13(3)	Duty to ensure works manager has complied with obligation to give notice under sch 7 cl 13(1)	Where Council is the infrastructure manager	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 16(1)	Power to consent to proposed works	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 16(4)	Duty to consult	Where Council is the coordinating road authority, responsible authority or infrastructure manager	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	sch 7 cl 16(5)	Power to consent to proposed works	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	sch 7 cl 16(6)	Power to set reasonable conditions on consent	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	sch 7 cl 16(8)	Power to include consents and conditions	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management Act 2004	sch 7 cl 17(2)	Power to refuse to give consent and duty to give reasons for refusal	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 18(1)	Power to enter into an agreement	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 19(1)	Power to give notice requiring rectification of works	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, SASU, DDG
Road Management Act 2004	sch 7 cl 19(2) & (3)	Power to conduct the rectification works or engage a person to conduct the rectification works and power to recover costs incurred	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, SASU, DDG
Road Management Act 2004	sch 7 cl 20(1)	Power to require removal, relocation, replacement or upgrade of existing non-road infrastructure	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, SASU, DDG

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management Act 2004	sch 7A cl 2	Power to cause street lights to be installed on roads	Power of responsible road authority where it is the coordinating road authority or responsible road authority in respect of the road	DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7 cl 3(1)(d)	Duty to pay installation and operation costs of street lighting - where road is not an arterial road	Where Council is the responsible road authority	DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7A cl 3(1)(e)	Duty to pay installation and operation costs of street lighting - where road is a service road on an arterial road and adjacent areas	Where Council is the responsible road authority	DIE, EMDF, EMI, DDG
Road Management Act 2004	sch 7A cl (3)(1)(f)	Duty to pay installation and percentage of operation costs of street lighting - for arterial roads in accordance with cls 3(2) and 4	Duty of Council as responsible road authority that installed the light (re: installation costs) and where Council is relevant municipal council (re: operating costs)	DIE, EMDF, EMI, DDG
Planning and Environment Regulations 2015	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	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.	EMDF, EMEG, MSP, MSTP, DDG , DIE
Planning and Environment Regulations 2015	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		CSTP, CSTPO, DDG, EMDF, MSP, MSTP, PSTP, SAO, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Regulations 2015	r.25(a)	duty to make copy of matter considered under section 60(1A)(g) available for inspection free of charge	where Council is the responsible authority	CSTP, CSTPO, EMDF, MSP, MSTP, PSTP, SAO, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Regulations 2015	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	where Council is not the responsible authority but the relevant land is within Council's municipal district	CSTP, CSTPO, EMDF, EMEG, MSP, MSTP, PSTP, SAO, SP, SSP, SSTP, STP, DDG , DIE
Planning and Environment Regulations 2015	r.42	function of receiving notice under section 96C(1)(c) of the Act from a planning authority of its preparation of a combined application for an amendment to a planning scheme and notice of a permit application	where Council is not the planning authority and the amendment affects land within Council's municipal district; or where the amendment will amend the	DDEMDF, EMEG, MSP, MSTP, DDG , DIE

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
			planning scheme to designate Council as an acquiring authority.	
Planning and Environment (Fees) Regulations 2016	r 19	Power to waive or rebate a fee relating to an amendment of a planning scheme		EMEG, MSP, DDG , DIE
Planning and Environment (Fees) Regulations 2016	r 20	Power to waive or rebate a fee other than a fee relating to an amendment to a planning scheme		EMDF, MSTP, DDG , DIE
Planning and Environment (Fees) Regulations 2016	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		EMDF, EMEG, MSP, MSTP, DDG , DIE
Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010	r 39(b)	Power to require notice of proposal to install unregistrable movable dwelling or rigid annexe		CBS, DIE, EMPSFM, EMRS, MBS, DDG , DIE
Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010	r 40(4)	Function of receiving installation certificate		CBS, DIE, EMPSFM, EMRS, MBS, DDG
Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010	r 42	Power to approve use of a non-habitable structure as a dwelling or part of a dwelling		CBS, DIE, EMPSFM, EMRS, MBS, DDG
Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010	sch 3 cl4(3)	Power to approve the removal of wheels and axles from unregistrable movable dwelling		DIE, EMRS, DDG
Road Management (General) Regulations 2016	r 8(1)	Duty to conduct reviews of road management plan		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management (General) Regulations 2016	r 9(2)	Duty to produce written report of review of road management plan and make report available		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management (General) Regulations 2016	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)	Where Council is the coordinating road authority	CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management (General) Regulations 2016	r.10	Duty to give notice of amendment which relates to standard of construction, inspection, maintenance or repair under s 41 of the Act		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management (General) Regulations 2016	r 13(1)	Duty to publish notice of amendments to road management plan	where Council is the coordinating road authority	CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management (General) Regulations 2016	r 13(3)	Duty to record on road management plan the substance and date of effect of amendment		CAM, CRC, DIE, EMDF, EMI, EMO, EMGR, DDG
Road Management (General) Regulations 2016	r 16(3)	Power to issue permit	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management (General) Regulations 2016	r 18(1)	Power to give written consent re damage to road	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management (General) Regulations 2016	r 23(2)	Power to make submission to Tribunal	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management (General) Regulations 2016	r 23(4)	Power to charge a fee for application under s 66(1) Road Management Act	Where Council is the coordinating road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management (General) Regulations 2016	r 25(1)	Power to remove objects, refuse, rubbish or other material deposited or left on road	Where Council is the responsible road authority	CAM, DIE, EMDF, EMI, EMO, SASU, DDG
Road Management (General) Regulations 2016	r 25(2)	Power to sell or dispose of things removed from road or part of road (after first complying with regulation 25(3))	Where Council is the responsible road authority	CAM, DIE, EMDF, EMI, EMO, DDG
Road Management (General) Regulations 2016	r 25(5)	Power to recover in the Magistrates' Court, expenses from person responsible		CAM, DIE, EMDF, EMI, EMO, DDG

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Road Management (Works and Infrastructure) Regulations 2015	r 15	Power to exempt a person from requirement under cl 13(1) of sch 7 of the Act to give notice as to the completion of those works	Where Council is the coordinating road authority and where consent given under s 63(1) of the Act	DIE, EMDF, EMI, EMO, <u>DDG</u>
Road Management (Works and Infrastructure) Regulations 2015	r 22(2)	Power to waive whole or part of fee in certain circumstances	Where Council is the coordinating road authority	DIE, EMDF, EMI, EMO, <u>DDG</u>

Statutory Compliance Officer (SCO)

Delegation Source	Section	Powers and Functions Delegated	Conditions and Limitations	Delegate or Sub-Delegate
Cemeteries and Crematoria Act 2003	s 15(4)	Duty to keep records of delegations		AOSC, CRC, DCS, EMGR, SCO
Planning and Environment Act 1987	s 50(6)	Duty to make note of amendment to application in register		AOSC, CSTP, CSTPO, DDG, EMDF, MSTP, PSTP, SO, STP, TSODF, SCO
Residential Tenancies Act 1997	s 525(4)	Duty to issue identity card to authorised officers		AOSC, CRC, EMGR, SCO
Road Management Act 2004	s 72	Duty to issue an identity card to each authorised officer		AOSC, CRC, DCS, EMGR, SCO

10.16. CONTRACTS SPECIAL COMMITTEE MINUTES - 17 JUNE, 1, 15 AND 22 JULY 2020

Division: Corporate Services
Director: Sean Portelli
Author/Position: Lorraine Sendall - Executive Assistant, Director Corporate Services

OFFICER RECOMMENDATION**Council resolves to:**

1. Note, as per the *Local Government Act 2020* Section 66 that this matter is designated confidential.
2. Receive the Special Contracts Committee minutes of the meetings held on 17th June, 1st July, 15th July and 22nd July, 2020.

EXECUTIVE SUMMARY

The purpose of this report is to provide Council with copies of minutes of Council's Special Contracts Committee in accordance with the adopted Terms of Reference. At the meetings of these Committees held on 17th June, 1st July, 15th July and 22nd July, 2020, seven contracts were endorsed by the Committee and variations to one contract. This report provides a copy of these minutes of these meetings as well as detailing summary information in relation to these Contracts.

RATIONALE

To ensure good governance and transparent decision making, minutes of meetings of the Special committees are presented to Council and kept in accordance with the adopted Terms of Reference and Meeting Procedure Local Law 2018. This report advises that minutes of the Special Contracts Committee (the Committee) are attached to this report for the meetings held on 17th June, 1st, 15th and 22nd July, 2020

The Committee has been established to more effectively facilitate Council's Capital Works Program. To that end, the Committee has been established and will meet weekly, as required, in order to provide Council Officers with necessary decisions of Council to enable procurement processes to be completed.

LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- *Local Government Act 1989*
- *Local Government Act 2020*
- City of Ballarat Council Plan 2017-21
- City of Ballarat Industry Participation Program
- City of Ballarat Purchasing/Procurement Policies and Procedures

LOCAL CONTENT

Contract	Awarded to	Value	Outcomes	Local Content Outcome
2019/20-422	S.J. Weir (Ballarat) Pty Ltd	\$370,074.10 (excluding GST)	Ballarat Aquatic Centre Heat Recovery and AHU's Upgrade Project	Yes
2019/20-230	Viatek Pty Ltd	\$54,990.60 (excluding GST)	Supply, Installation and Maintenance of Multi Function Photocopiers/Printers	Yes
2019/20-271	Panel of Suppliers		Arboricultural and Horticultural Services	No
PA 2110-0503	Combination of Tenderers		Mobile Bins	No
2019/20-340	On Track Earthworks	\$347,058.16 (excluding GST)	Soho Road road pavement construction	Partial
2019/20-453	RECivil Pty Ltd	\$360,356.00 (excluding GST)	Jasmine Drive Reconstruction	Partial
2019/20-452	RECivil Pty Ltd	\$399,349.00 (excluding GST)	Havelock Street Reconstruction	Partial
Variation to Contract				
2016/17-84	Cleanaway Solid Waste Pty Ltd	\$233,730 (GST exclusive)	Ballarat Regional Landfill	
Extension of Contract				
2016/17-84	Extend these contracts by four months			
2015/16-85				
2016/17-37				

REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
Human Rights	Yes	No
Social/cultural	Yes	Yes
Environmental/Sustainability	No	No
Economic	No	No
Financial/Resources	Yes	Yes
Risk Management	Yes	Yes
Implementation and Marketing	No	No
Evaluation and Review	No	No

Human Rights - It is considered that this Report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

Social/Cultural - The inclusion of the minutes in the Council agenda and their availability to the public will increase awareness of the activities of the Special Contracts Committee and could increase community involvement in decision making at Council.

Risk Management – To ensure good governance and transparent decision making, minutes of meetings of the Special committees are presented to Council and kept in accordance with the adopted Terms of Reference and Meeting Procedure Local Law 2018.

Financial – As contained within the report.

OFFICER' DECLARATIONS OF INTEREST

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

REFERENCE DOCUMENTS

- City of Ballarat Purchasing/Procurement Policy
- Contracts Approval Special Committee Terms of Reference

ATTACHMENTS

1. Contracts Minutes Wednesday 22 July 2020 [**10.16.1** - 5 pages]
2. Contracts Minutes Wednesday 15 July 2020 [**10.16.2** - 6 pages]
3. Contracts Minutes Wednesday 1 July 2020 [**10.16.3** - 5 pages]
4. Contracts Minutes Wednesday 17 June 2020 [**10.16.4** - 4 pages]



CONTRACTS SPECIAL COMMITTEE

MINUTES

22 July 2020

**MINUTES OF THE MEETING OF THE SPECIAL CONTRACTS COMMITTEE
OF THE BALLARAT CITY COUNCIL, HELD BY A VIRTUAL MEETING
ON WEDNESDAY 22 JULY 2020 AT 4:30PM**

**Janet Dore
(Chief Executive Officer)**

MINUTES

ORDER OF BUSINESS:

PRESENT

Cr Mark Harris
Cr Ben Taylor
Cr Grant Tillett

IN ATTENDANCE

Ms Janet Dore (Chief Executive Officer)
Mr Sean Portelli (Acting Director Business Services)
Mr Darren Sadler (Acting Director Infrastructure and Environment)
Mr Vaugh Notting (Executive Manager Infrastructure)
Ms Lorraine Sendall (Minutes)

APOLOGIES

Nil

DECLARATIONS OF INTEREST

No conflicts of interest were recorded.

CONFIRMATION OF MINUTES

RESOLUTION:

That the minutes of the Contracts meeting held on 15 July, 2020 as circulated, be confirmed.

Moved Cr Grant Tillett
Seconded Cr Ben Taylor

CARRIED

SECTION 89 MATTERS

RESOLUTION:

That the Committee resolves, pursuant to Section 89(2) of the Local Government Act 1989, that the meeting be closed to members of the public, whilst the Committee is dealing with the following matters, that may include matters that are Commercial in Confidence that may prejudice Council: -

Moved Cr Mark Harris
Seconded Cr Grant Tillett

CARRIED

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5.2 TENDER 2019/20-453 JASMINE DRIVE RECONSTRUCTION (RO DARREN SADLER/ ROBIN HAND)	4
5.3 TENDER 2019/20-452 HAVELOCK STREET RECONSTRUCTION (RO DARREN SADLER / ROBIN HAND)	5

5.1 TENDER 2019/20-340 SOHO ROAD
(RO – Darren Sadler / Robin Hand)

SUMMARY

This report recommends that the Contracts Special Committee approves awarding a Contract for the construction of road pavement to extend Soho road for further development of the Ballarat West Employment Zone.

RESOLUTION

The Contracts Approval Special Committee resolves to:

- 1. Award Tender 2019/20-340 'Soho Road (North) Extension' to On Track Earthworks for the total tendered price of \$347,058.16 (excluding GST).**
- 2. Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.**

Moved Cr Grant Tillett
Seconded Cr Ben Taylor

CARRIED

5.2 TENDER 2019/20-453 JASMINE DRIVE RECONSTRUCTION
(RO – Darren Sadler / Robin Hand)

SUMMARY

This report recommends that the Contracts Special Committee approves awarding a Contract for the reconstruction of 300 metres of road pavement in Jasmine Drive, between Greenhalghs Road and James Drive.

RESOLUTION

The Contracts Approval Special Committee resolves to:

- 1. Award Tender 2019/20-453 'Jasmine Drive Reconstruction' to RECivil Pty Ltd for a total tendered price of \$360,356.00 (excluding GST).**
- 2. Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.**

Moved Cr Ben Taylor
Seconded Cr Mark Harris

CARRIED

5.3 TENDER 2019/20-452 HAVELOCK STREET RECONSTRUCTION
(RO – Darren Sadler / Robin Hand)

SUMMARY

This report recommends that the Contracts Special Committee approves awarding a Contract for the reconstruction of approximately 270 metres of road pavement in Havelock Street, between Norman Street and Orkney Court.

RESOLUTION

The Contracts Approval Special Committee resolves to:

1. Award Tender 2019/20-452 'Havelock Street Reconstruction' to RECivil Pty Ltd for a total tendered price of \$399,349.00 (excluding GST).
2. Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.

Moved Cr Ben Taylor
Seconded Cr Mark Harris

CARRIED

RESOLUTION:

That the Committee resolves to come out of committee and adopt the resolutions made therein.

Moved Cr Ben Taylor
Seconded Cr Mark Harris

CARRIED

There being no further business, the Chairperson declared the meeting closed at 4.37pm

Confirmed this day of _____, 2020

.....

Chairperson



CONTRACTS SPECIAL COMMITTEE

MINUTES

15 July 2020

**MINUTES OF THE MEETING OF THE SPECIAL CONTRACTS COMMITTEE
OF THE BALLARAT CITY COUNCIL, HELD BY A VIRTUAL MEETING
ON WEDNESDAY 15 JULY 2020 AT 4:30PM**

**Janet Dore
(Chief Executive Officer)**

MINUTES

ORDER OF BUSINESS:

PRESENT

Cr Mark Harris
Cr Ben Taylor
Cr Grant Tillett

IN ATTENDANCE

Ms Janet Dore (Chief Executive Officer)
Mr Sean Portelli (Acting Director Business Services)
Mr Darren Sadler (Acting Director Infrastructure and Environment)
Amy Boyd (Program Director Strategy and Implementation)
Ms Lorraine Sendall (Minutes)

APOLOGIES

Nil

ELECTION OF CHAIR

RESOLUTION:

That Cr Taylor be elected as Chair for this meeting.

Moved Cr Mark Harris
Seconded Cr Grant Tillett

CARRIED

DECLARATIONS OF INTEREST

No conflicts of interest were recorded.

CONFIRMATION OF MINUTES

RESOLUTION:

That the minutes of the Contracts meeting held on 1 July, 2020 as circulated, be confirmed.

Moved Cr Grant Tillett
Seconded Cr Mark Harris

CARRIED

SECTION 89 MATTERS

RESOLUTION:

That the Committee resolves, pursuant to Section 89(2) of the Local Government Act 1989, that the meeting be closed to members of the public, whilst the Committee is dealing with the following matters, that may include matters that are Commercial in Confidence that may prejudice Council: -

Moved Cr Grant Tillett
Seconded Cr Mark Harris

CARRIED

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5.2 PANEL OF APPROVED SUPPLIERS – ARBORICULTURE AND HORTICULTURAL SERVICES (RO DARREN SADLER/ DARYL WALLIS)	4
5.3 PROCUREMENT AUSTRALIA – MOBILE BIN CONTRACT 2110-0503 (RO DARREN SADLER / AMY BOYD)	5

5.1 WASTE CONTRACTS – 2016/17-84, 2015/16-85, AND 2016/17-37
(RO – Darren Sadler / Amy Boyd)

SUMMARY

This report recommends that the Contracts Special Committee approves extension to existing Council Contracts for the Ballarat Regional Landfill; Green Waste; Waste Transfer Station and a variation to Ballarat Regional Landfill Contract.

RESOLUTION

The Contracts Approval Special Committee resolves to:

1. **Extend the Ballarat Regional Landfill contract (2016/17-84); Green Waste contract (2015/16-85) and Waste Transfer Station contract (2016/17-37) by four (4) months (1 July 2020 – 1 November 2020).**
2. **Agree to the variation of \$233,730 (GST exclusive) for the 2020/21 budget period for contract (2016/17-84) for the Ballarat Regional Landfill.**
3. **Note the request for Ministerial exemption to extend contracts for 12 months and support extension subject to approval.**
4. **Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.**

Moved Cr Grant Tillett
Seconded Cr Mark Harris

CARRIED

5.2 PANEL OF APPROVED SUPPLIERS – ARBORICULTURE AND HORTICULTURAL SERVICES– CONTRACT 2019/20-271

(RO – Darren Sadler / Daryl Wallis)

SUMMARY

This report recommends that the Contracts Special Committee approves Council to enter into a Contract with suitably qualified companies and/or individuals with expertise and resources to provide a range of professional maintenance services for Arboriculture and Horticultural services.

RESOLUTION

The Contracts Approval Special Committee resolves to:

1. Enter into Contract Number 2019/20 - 271 for the provision of Arboricultural maintenance services and Horticultural maintenance services with:
 - a. Cutting Edge Tree Management Pty Ltd
 - b. Asplundh Tree Expert (Australia) t/a Summit Open Space Services
 - c. Tom McLoughlan Contracting Pty Ltd t/a TMC Enviro
 - d. Carter Family Trust t/a Carter's Tree Services
 - e. S.H.A.E. Enterprises Pty Ltd
 - f. Arbourspray Pty Ltd
 - g. Environmental Tree Technologies Pty Ltd t/a Elmsavers
 - h. SW Vermin and Weed Control Pty Ltd
 - i. Central Spraying
 - j. Environmental Vegetation Management Australia Pty Ltd
 - k. AMLA Services Pty Ltd
 - l. E.L.M.M. Pty Ltd t/a Lee's Trees
 - m. Rapid Mini Chip & Tree Removal Pty Ltd
 - n. Tree Solutions Pty Ltd atf The LUAP Trust
 - o. Ballarat Tree Fella Pty Ltd
 - p. ELZUK Enterprises Pty Ltd
 - q. Environmental Mulching & Earthworks Pty Ltd
 - r. Flick Anticimex Pty Ltd
 - s. G & S Plantation Services Pty Ltd
 - t. GMZ Trading Pty Ltd atf GMZ Gardens Family Trust t/a GMZ Gardens
 - u. Skyrider Tower Hire Pty Ltd
 - v. Tree Top Tower Hire Pty Ltd

for a period of three (3) years with the provision of two (2) x one (1) years extension subject to an annual review of performance at Council's sole discretion.

2. Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.

Moved Cr Grant Tillett
Seconded Cr Mark Harris

CARRIED

5.3 PROCUREMENT AUSTRALIA – MOBILE BINS
(RO – Darren Sadler / Amy Boyd)

SUMMARY

This report recommends that the Contracts Special Committee approves Council to enter into a Procurement Australia Contract for the supply and delivery of mobile bins.

RESOLUTION

The Contracts Approval Special Committee resolves to:

1. **Note the Procurement Australia recommendations for Mobile Bin (2110-0503) Contract that “Members consider the contents of this report and acquire/purchase their required products from any one or any combination of the awarded Tenders listed in the accepted panel with Trident Plastics (SA) P/L, SULO MGB Australia P/L, Mastec Australia P/L and Viscount Plastics]**
2. **Enter into the Procurement Australia contract to utilise the supplier/s that provides best service delivery, quality, pricing and compatibility with the current bin fleet, effective from 30 July 2020 until 31 October 2021 with potential for 2 x 1 year options to extend.**
3. **Delegate the Chief Executive Officer authority to execute the associated contract through Procurement Australia on behalf of Council.**
4. **Note that Council is able to withdraw from this Contract at any time by providing a letter advising Procurement Australia of the withdrawal.**

Moved Cr Mark Harris
Seconded Cr Grant Tillett

CARRIED

RESOLUTION:

That the Committee resolves to come out of committee and adopt the resolutions made therein.

Moved Cr Mark Harris
Seconded Cr Grant Tillett

CARRIED

There being no further business, the Chairperson declared the meeting closed at 4.47pm

Confirmed this day of , 2020

.....
Chairperson



CONTRACTS SPECIAL COMMITTEE

MINUTES

1 July 2020

**MINUTES OF THE MEETING OF THE SPECIAL CONTRACTS COMMITTEE
OF THE BALLARAT CITY COUNCIL, HELD BY A VIRTUAL MEETING
ON WEDNESDAY 1 JULY 2020 AT 4:30PM**

**Janet Dore
(Chief Executive Officer)**

MINUTES

ORDER OF BUSINESS:

PRESENT

Cr Mark Harris (Chair)
Cr Ben Taylor
Cr Grant Tillett

IN ATTENDANCE

Ms Janet Dore (Chief Executive Officer)
Mr Sean Portelli (Acting Director Business Services)
Mr Darren Sadler (Acting Director Infrastructure and Environment)
Mr John McKenna (Facilities Management Contract Facilitator)
Ms Lorraine Sendall (EA to Director Business Services)

APOLOGIES

Nil

DECLARATIONS OF INTEREST

Cr Taylor declared a perceived conflict of interest in that he worked for one of the tenderers four years ago.

CONFIRMATION OF MINUTES

RESOLUTION:

That the minutes of the Contracts meeting held on 17 June, 2020 as circulated, be confirmed.

Moved Cr Mark Harris
Seconded Cr Grant Tillett

CARRIED

SECTION 89 MATTERS

RESOLUTION:

That the Committee resolves, pursuant to Section 89(2) of the Local Government Act 1989, that the meeting be closed to members of the public, whilst the Committee is dealing with the following matters, that may include matters that are Commercial in Confidence that may prejudice Council: -

Moved Cr Ben Taylor
Seconded Cr Grant Tillett

CARRIED

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5.2 SUPPLY, INSTALLATION AND MAINTENANCE OF MULTI-FUNCTION PHOTOCOPIERS/PRINTERS – CONTRACT 2019/20-230 TENDER 2019/20-422 (RO SEAN PORTELLI / LORRAINE SENDALL)	4

**5.1 BALLARAT AQUATIC LIFESTYLE CENTRE – MECHANICAL PLANT
UPGRADE TENDER 2019/20-422**
(RO – Darren Sadler / John McKenna)

SUMMARY

This report recommends that the Contracts Special Committee approves Council to enter into a Contract for the upgrade for to the Heat Recovery and AHU's at the Ballarat Aquatic Centre.

RESOLUTION

The Contracts Approval Special Committee resolves to:

1. **Enter into Contract number 2019/20-422 for the provision of Ballarat Aquatic Centre – Heat Recovery and AHU's Upgrade Project with SJ Weir (Ballarat) Pty Ltd for the total tendered price of \$370,074.10 (excl GST).**
2. **Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.**

Moved Cr Grant Tillett
Seconded Cr Mark Harris

CARRIED

**5.2 SUPPLY, INSTALLATION AND MAINTENANCE OF MULTI-FUNCTION
PHOTOCOPIERS/PRINTERS – CONTRACT 2019/20-230**
(RO – Sean Portelli / Lorraine Sendall)

SUMMARY

This report recommends that the Contracts Special Committee approves Council to enter into a Contract for the supply, installation and maintenance of Multi-function Photocopiers/printers for the whole of the organisation.

RESOLUTION

The Contracts Approval Special Committee resolves to:

1. **Award Contract 2019/20-230 for the provision of supply, installation and maintenance of Multi-function Photocopiers/Printers to Viatek Pty Ltd (trading as Viatek Western Victoria) for the anticipated annual spend of \$54,990.60 (ex GST). This pricing is subject to the amount of actual prints used over the term of the Contract and may reduce if the number of prints is reduced. The Contract term is for five years, commencing 22 August, 2020.**
2. **Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.**

Moved Cr Grant Tillett
Seconded Cr Ben Taylor

CARRIED

RESOLUTION:

That the Committee resolves to come out of committee and adopt the resolutions made therein.

Moved Cr Grant Tillett

Seconded Cr Mark Harris

CARRIED

There being no further business, the Chairperson declared the meeting closed at 4:40pm

Confirmed this day of _____, 2020

.....
**Cr Mark Harris
Chairperson**



CONTRACTS SPECIAL COMMITTEE

MINUTES

17 June 2020

**MINUTES OF THE MEETING OF THE SPECIAL CONTRACTS COMMITTEE
OF THE BALLARAT CITY COUNCIL, HELD IN TOWN HALL, STURT STREET, BALLARAT
ON WEDNESDAY 17 JUNE 2020 AT 4:30PM**

**Janet Dore
(Chief Executive Officer)**

MINUTES

ORDER OF BUSINESS:

PRESENT

Cr Mark Harris (Chair)

Cr Ben Taylor

Cr Grant Tillett

IN ATTENDANCE

Darren Sadler (Acting Director Infrastructure and Environment)

Glenn Kallio (Director Business Services)

APOLOGIES

Nil

DECLARATIONS OF INTEREST

No declarations of interest were received.

CONFIRMATION OF MINUTES

RESOLUTION:

That the minutes of the Contracts meeting held on 6 May, 2020 as circulated, be confirmed.

Moved Cr Ben Taylor

Seconded Cr Grant Tillett

CARRIED

SECTION 89 MATTERS

RESOLUTION:

That the Committee resolves, pursuant to Section 89(2) of the Local Government Act 1989, that the meeting be closed to members of the public, whilst the Committee is dealing with the following matters, that may include matters that are Commercial in Confidence that may prejudice Council: -

Moved Cr Grant Tillett

Seconded Cr Ben Taylor

CARRIED

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5.1 PROCUREMENT AUSTRALIA – SUPPLY OF MOBILE BINS
(RO – Darren Sadler / Louise Turner)

SUMMARY

This report recommends that the Contracts Special Committee approves Council to enter into a Contract for the supply of mobile bins on a Procurement Australia Contract 2110-0503

RESOLUTION

The Contracts Approval Special Committee resolves to:

- 1. Defer the consideration of this contract subject to more information being provided.**

Moved Cr Mark Harris
Seconded Cr Ben Taylor

CARRIED

There being no further business, the Chairperson declared the meeting closed at 4.42 pm

Confirmed this 1st day of July, 2020

.....
Cr Mark Harris
Chairperson

10.17. OUTSTANDING QUESTION TIME ITEMS

Division: Executive Unit
Director: Janet Dore
Author/Position: Sarah Anstis -Statutory Compliance Officer

OFFICER RECOMMENDATION

Council resolves to:

Endorse the Outstanding Question Time report.

EXECUTIVE SUMMARY

This report provides Council with an update of responses to questions taken on notice and outstanding unanswered questions from public question time.

RATIONALE

The City of Ballarat Meeting Procedure Local Law, Division 8, calls for a standard agenda item at each Council Meeting that reflects unanswered questions from public question time.

LEGISLATION, COUNCIL PLAN, STRATEGY AND POLICY IMPLICATIONS

- City of Ballarat Meeting Procedure Local Law

CONSULTATION

Nil

OFFICERS DECLARATION OF INTERESTS

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

REFERENCE DOCUMENTS

Nil

ATTACHMENTS

1. Outstanding Question Time Items [**10.17.1** - 1 page]
2. QT58/20 & QT59/20 - Gerald Jenzen [**10.17.2** - 1 page]
3. QT60/20 & QT61/20 - Stuart Kelly [**10.17.3** - 2 pages]

Outstanding Question Time Items					
Meeting	Status	Requested	Question	Officer Responsible	Response
QT56/20 22/7/2020	Open	John Barnes	An officers report on Ballarat Airport Redevelopment to the council meeting on December 11 2019 did not detail staging of works. The Business case did not even consider it. The report said that, "The project will be subject to a detailed risk analysis and risk management plan if the funding application is successful." Has this been done and when will it be presented to council? Will that report include detailed costs and timelines for stage 1?	Darren Sadler, Acting Director Infrastructure and Environment	A written response to be provided
QT57/20 22/7/2020	Open	John Barnes	When will you be in a position to explain whether they include the costs of providing an alternative access road to the airport and what the costs of that road upgrade are, to outline when all works are scheduled to begin and be completed, what constraints will apply to aircraft using the runway once this first stage is completed, and how long your revised business case allows for completion of the full project?	Darren Sadler, Acting Director Infrastructure and Environment	A written response to be provided
QT58/20 22/7/2020	Closed	Gerald Jenzen	I note at the Councillor Assembly on 30/06/2020 on Strategic Planning that "Ballarat Station Precinct-South Side Masterplan" was discussed. What are these plans and when will the public and other stakeholders be involved in the planning process?	Angelique Lush Director Development and Planning	Angelique Lush, Director Development and Planning provided a written response (see attached)
QT59/20 22/7/2020	Closed	Gerald Jenzen	As the Lydiard Street Railway Gates are an important heritage asset of the precinct and Lydiard Street North is a vital and important North/South access can Council advise what they are doing to advocate for restoration and repair of the operating gates and opening of the street to traffic? Does Council have a formal position on these matters and if not when will it do so?	Angelique Lush Director Development and Planning	Angelique Lush, Director Development and Planning provided a written response (see attached)
QT60/20 22/7/2020	Closed	Stuart Kelly	What, in laymen's terms, is the difference between an "Instrument of Appointment and Authorisation" and an "Instrument of Delegation"?	Sean Portelli, Director Business Services	Darren Whitford, Coordinator Risk and Compliance provided a written response (see attached)
QT61/20 22/7/2020	Closed	Stuart Kelly	In January Council approved an Instrument of Delegation under the Planning and Environment Act 1987 provision s 61(1), which delegated "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" to a total of 10 officers. Why is it necessary for so many officers to have such a delegation which could conceivably lead to inconsistent decision making?	Sean Portelli, Director Business Services	Darren Whitford, Coordinator Risk and Compliance provided a written response (see attached)

PO Box 655
Ballarat Vic 3353
AUSTRALIA

Telephone: 03 5320 5500
Facsimile: 03 5333 4061



Date: 29 July 2020

Our Ref: AL:jg;kr

Your Ref: QT58/20 & QT59/20

Enquiries: (61) 03 5320 5500

Direct Email: info@ballarat.vic.gov.au

Mr Gerald Jenzen

Email: gmjenzen@bigpond.com

Dear Mr Jenzen,

RE: OUTSTANDING QUESTION TIME ITEM – QT58/20 & QT59/20

Thank you for your questions. The City of Ballarat applied for and was successful in receiving funding and in-kind support from the Victorian Planning Authority to progress a masterplan for south side of Ballarat Station. This project is in the initial scoping phase. Stakeholders will be engaged in due course as the project progresses.

City of Ballarat considered a Notice of Motion at its meeting of 24 June 2020 regarding the damaged Lydiard Street rail gates. Consideration of that item was deferred, and the matter has not yet formally been re-considered by the Council.

Yours sincerely

A handwritten signature in black ink, appearing to read "A. Lush".

Angelique Lush
Director Development and Planning

Sarah Anstis

From: Darren Whitford
Sent: Tuesday, 4 August 2020 3:08 PM
To: Stuart Kelly
Cc: Sean Portelli
Subject: Council question

Dear Mr Kelly, apologies for the delay in my response to your query at the last Council meeting.

What, in laymen’s terms, is the difference between an “Instrument of Appointment and Authorisation” and an “Instrument of Delegation”?

A Delegation is an instrument appointing a power, duty or function of Council to a Council Officer. Council operates in one of two ways – either through resolution (decision making) during a Council meeting or by delegation. The vast majority of decisions relating to Council operations are made under delegation as this is necessary for Council to operate efficiently and effectively. Council’s delegations are constantly managed and updated to ensure they are appropriate.

An Instrument of Appointment and Authorisation is to a specific person rather than a position title within Council. Authorisations are required under specific legislation where an Authorisation to an individual is stipulated. Ie Public Health and Wellbeing Act – An Authorised Officer of Council may be empowered to do a certain act.

In January Council approved an Instrument of Delegation under the Planning and Environment Act 1987 provision s 61(1), which delegated “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” to a total of 10 officers. Why is it necessary for so many officers to have such a delegation which could conceivably lead to inconsistent decision making?

Within City of Ballarat, delegations are made to a position title. The reason why there are 10 positions delegated to section 61(1) of the Planning and Environment Act 1987 and other sections within in the Planning and Environment Act 1987 is due to the number of different position titles within the Stat Planning team ie, Coordinator Statutory Planning, Manager Statutory Planning, Statutory Planner, Senior Statutory Planner, Principal Statutory Planner etc. The Officers in these positions have the qualifications, knowledge and skills to make decisions relating to the determination of a permit application. We do not include irrelevant positions and the positions delegated are always reviewed to ensure we do not include positions that are not required. Many delegations, depending on the nature of the power or duty, are only delegated to more senior positions as required. Delegations are in most instances are provided to more than one officer to allow for efficiency and continuity of decision making.

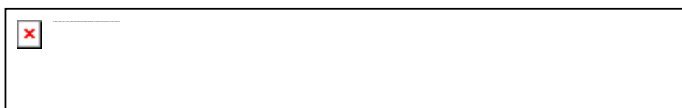
Happy for you to email me directly should you require any further clarifications.

Cheers

Darren Whitford | Coordinator Risk and Compliance Services

City of Ballarat | PO Box 655, Ballarat VIC 3353
P: (03) [REDACTED] | www.ballarat.vic.gov.au





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The City of Ballarat acknowledges the Traditional Custodians of the land we live and work on, the Wadawurrung and Dja Dja Wurrung People, and recognises their continuing connection to the land and waterways. We pay our respects to their Elders past, present and emerging and extend this to all Aboriginal and Torres Strait Islander People

Please consider the environment before printing this email.

11. NOTICE OF MOTION

Nil

12. URGENT BUSINESS

Nil

13. SECTION 66 (IN CAMERA)

10.7 TOURISM EVENT GRANT PROGRAM 2021 - ATHLETIC VICTORIA COUNTRY CHAMPIONSHIPS

Division: Development and Growth
Director: James Guy
Author/Position: Jeff Johnson – Executive Manager Events and Tourism

(confidential information)

10.16 CONTRACTS SPECIAL COMMITTEE AGENDA - 17 JUNE, 1,15 & 22 JULY 2020

Division: Corporate Services
Director: Sean Portelli
Author/Position: Lorraine Sendall - Executive Assistant, Director Corporate Services

(confidential information)

13.1 AUDIT ADVISORY COMMITTEE MINUTES

Division: Corporate Services
Director: Sean Portelli
Author/Position: Lorraine Sendall - Executive Assistant, Director Corporate Services

(confidential information)

13.2 COVID-19 FINANCIAL HARDSHIP

Division: Corporate Services
Director: Sean Portelli
Author/Position: Rod Leith – Manager Revenue and Procurement
Sean Portelli – Director Corporate Services

(confidential information)

14. CLOSE

