



MINUTES

ORDINARY MEETING OF COUNCIL

Tuesday, 22 November 2016

Held at the
Council Conference and Reception Centre
City Hall, Little Malop Street, Geelong
commencing at 5.30p.m.

ADMINISTRATORS:

Dr Kathy Alexander (Chair)
Laurinda Gardner
Peter Dorling

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**MINUTES OF THE ORDINARY MEETING
OF THE GREATER GEELONG CITY COUNCIL
HELD AT THE COUNCIL CONFERENCE AND RECEPTION CENTRE
CITY HALL, LITTLE MALOP STREET, GEELONG
TUESDAY, 22 NOVEMBER 2016
COMMENCING AT 5.30P.M.**

PRESENT: Dr K Alexander (Chair), L Gardner, P Dorling

Also present: K Spiller (Chief Executive Officer), W Tieppo (General Manager Strategy & Performance), P Bettess (General Manager Planning and Development), R Thomas (Acting General Manager City Services), L Quinn (General Manager Community Life), A Keen (Executive Manager People and Organisational Development), T McDonald (Manager Customer Support and Council Business)

OPENING: The Chair declared the meeting open at 5.30pm

ACKNOWLEDGEMENTS:

Council acknowledged Wadawurrung Traditional Owners of this land and all Aboriginal and Torres Strait Islander People who are part of the Greater Geelong community today.

APOLOGIES: Nil

LEAVE OF ABSENCE:

P Dorling moved, L Gardner seconded –

That Leave of Absence be granted to Laurinda Gardner and Peter Dorling from 26 December 2016 to 9 January 2017, inclusive. Dr Kathy Alexander (Chair) withdrew her leave arrangements.

Carried.

CONFIRMATION OF MINUTES:

P Dorling moved, L Gardner seconded -

That the Minutes of the Ordinary Meeting held on 25 October be confirmed.

Carried.

DECLARATIONS OF CONFLICTS OF INTEREST: Nil.

QUESTION TIME:

Question Time is an opportunity for questions to be addressed to Council and while the minutes record the general content, they do not purport to be a transcript of what was said by individuals. Likewise, the Interim Administrator or Officer verbal responses are in summary form only. Views expressed may not be the views of Council.

Council's practice is to provide a separate document on its website setting out questions and responses including any more detailed written responses which may be provided subsequent to the meeting.

Andy Richards submitted questions in relation to Asbestos Removal to which a written response will be provided within 14 days.

Colin Wallace asked the following:

Dr Alexander, in your letter to me dated 22 August 2016, you said you would not meet with me and did not mention my wife at all, even though when I asked here at public question time on 16 August if you would meet with my wife and me you said you would.

To explain this turnaround, you said in the letter you did some research. Your research did not extend to consulting me or my wife.

You had never met with us and had no communication of any sort to you from us except my questions here on 28 June and 16 August.

Since, according to your letter, the outcome of your research is that you will not meet with us despite saying you would, I am asking would you, Dr Alexander, provide a list of the resources you used in your research, such that each item of information is readily identifiable?

Kathy Alexander indicated that she would not provide the requested information.

Mary Wallace asked questions regarding personnel related matters, and as previously advised, "Council does not discuss personnel related matters in an open forum".

Priscilla Pescott asked questions regarding signage at Balyang Sanctuary:

Last time I was there, a young woman with several small children had come with a large bag full of french stick bread to feed the birds. She said she was unaware that feeding the birds was prohibited.

When I returned from my walk, there were several of the bread sticks floating in the water, and on the concourse.

The notice of prohibition is only on the bird identification signs, and not very prominent. So I would ask that more prominent signs with this message be erected fronting the car park and beside the lakes.

Rodney Thomas responded that Council will have a look at the signage with a view to improving it.

Sue Clark asked question in relation to 43 Upper Skene Street, Newtown:

Given that buildings and fences currently exist that are not in line with the overlay guidelines and that one side of the street has been excluded, what is the Heritage Overlay trying to achieve by including Upper Skene Street in the precinct?

Kathy Alexander suggested Peter Bettess have some of the planning staff meet and discuss the issues further.

Michael Loughnan asked questions regarding the Annual Global Costings of Armstrong Creek:

- so as to retrieve money from developers in keeping with real costs;
- to add weight to growing costs of delivery desirable qualities for subdivisions and efficient service delivery.

Peter Bettess advised he would ask his Executive Assistant to make contact in regard to formalising a meeting.

Jennifer Bantow asked questions in relation to the Newtown West Heritage Review and Johnstone Park Concept Plan:

Newtown West Heritage Review:

Is it planned to have any other areas reviewed in the near future?

Is there any annual budgetary allocation for this purpose until all the Outer Areas Heritage Study is completed?

Peter Bettess responded he can't say what the next areas to be reviewed are, but would be putting to the heritage strategy which will identify those areas that haven't been studied, which should be.

Johnstone Park Concept Plan:

Does Council consider the closure of Mercer Street and the demolition of the buildings within the Woolstores Heritage Overlay should be endorsed?

Brett Luxford added the Johnstone Park Concept Plan is being put out for a period of 14 days for public consultation and added he is aware of the elements mentioned and is working with Heritage Victoria for the best outcome.

PETITIONS:

Chris Auret tabled a petition requesting Council resolve the lack of action to demolish or rectify the fire damaged derelict building at 336 Ryrie Street.

1. AMENDMENT C325 ST LEONARDS GROWTH AREA 2 - CONSIDERATION OF PANEL REPORT AND ADOPTION

Source: Planning & Development - Strategic Implementation
General Manager: Peter Bettess
Index Reference: Amendment C325

Purpose

To adopt Greater Geelong Planning Scheme Amendment C325.

Background

Amendment C325 seeks to rezone land identified as 'St Leonards Growth Area 2' in the St Leonards Structure Plan March 2015 (see Appendix 1) from Farming Zone to General Residential Zone Schedule 1 (GRZ1), and apply a Development Plan Overlay to the land being rezoned and to 42 Pearl Bay Passage.

Appendix 2 is an aerial map of the immediate area and Appendix 3 shows the existing zoning.

The Amendment was initiated in November 2014 by St Quentin Consulting on behalf of some of the landowners. Exhibition occurred in October 2015 and under delegation Council resolved to refer 27 submissions to an Independent Planning Panel. The Panel Hearing was held in December 2015 and simultaneously considered Amendment C317 and Planning Permit 970/2014 ('St Leonards Growth Area 1' now zoned GRZ1).

Key Issues

- Reasons for objection included: there is an existing adequate supply of vacant residential land; lack of infrastructure to support the increased population; opposition to a road connection through 42 Pearl Bay Passage; and concerns about traffic management, flood impact and stormwater flows to Swan Bay.
- Overall the Planning Panel recommended that Amendment C325 be adopted as exhibited, and that minor revisions are made to the exhibited Design and Development Overlay Schedule. The Design and Development Overlay Schedule has been replaced by a Development Plan Overlay Schedule for reasons outlined in Attachment 1 under the heading "Design and Development Overlay".
- Section 173 Agreements to formalise development contributions for shared infrastructure and an Early Learning Community Centre in St Leonards have been prepared and signed by a majority of landowners. It is recommended that Council, as the other party to the Agreements, now also sign the Agreements.

L Gardner moved, P Dorling seconded -

That Council:

- 1) Adopts Amendment C325 in the form as outlined in Appendix 4 of this report;**
- 2) Submits the adopted Amendment together with the prescribed information to the Minister for Planning requesting approval.**
- 3) Signs and seals the Section 173 Agreements with individual landowners affected by this Amendment to formalise development contributions (Appendix 5 is a model template of these Agreements).**

Carried.

Attachment 1

Discussion

A two person Panel conducted the Hearing. Parties in attendance relevant to Amendment C325 were Greater Geelong Council officers, St Leonards Property Holdings, Department of Environment Land Water and Planning officers, J. Robinson, Gee Dee Nominees, C & L. Brown, S. Tuohy and ABC Project Management.

The Panel provided its report to Council on 9 February 2016. The time lag between the release of the Panel Report and this report is due to work required to finalise the traffic and drainage assessments, the St Leonards Growth Area 2 Final Shared Infrastructure Funding Plan and the Section 173 Agreements.

The key Panel Report findings were:

- There is strong strategic support for the Amendment.
- Matters relating to land supply/demand in Amendment C312 (*St Leonards Structure Plan implementation*) considered the additional supply added by the growth areas and that Panel concluded, provided issues of land release could be managed, that a supply of 25-33 years was appropriate. Without evidence to suggest otherwise the Panel supports this.
- Stormwater can be dealt with by appropriate stormwater modelling management and design, as required by DDO39.
- No. 42 Pearl Bay Passage provides an appropriate vehicle connection point into Sea Change Estate. There is a need for greater integration and the vehicle access is well located at a mid-point along the eastern boundary and can be designed to minimise amenity impacts.
- The internal north/south road is well located and will funnel traffic to Bluff Road and Leviens Road as the main routes into the town centre/foreshore and Geelong.
- The McBeth Street footpath should be deleted from the Growth Area 2 Outline Development Plan and replaced with an alignment consistent with the vehicle access track through Charles McCarthy Reserve. This should not impact the biodiversity values of the reserve if it is aligned with the existing track.
- Design and Development Overlay Schedule 39, as exhibited, is supported subject to changes recommended in the Panel Report.

A copy of the Panel Report's Executive Summary is copied at Appendix 6.

The Panel's findings and recommendations are supported, other than relocating the McBeth Street footpath. It is noted that the Panel Report failed to consider the objection presented at the Hearing by a landowner on Bluff Road. These matters are addressed below.

The Panel has recommended minor revisions to the DDO39 which are accepted. However, post the Hearing, Council officers decided to substitute the DDO with a Development Plan Overlay Schedule. The reasons for the change are also addressed in this report.

The Amendment can now be adopted and sent to the Minister for Planning requesting approval.

McBeth Street

The landowner on the corner of McBeth and Ward Streets presented at the Hearing outlining reasons why they did not support the proposed new footpath along the east side of McBeth Street. They were concerned about privacy, street amenity and village lifestyle and suggested the footpath could be relocated in Charles McCarthy Reserve.

The Panel supported the relocation of the footpath saying this aligns well with the future north/south Connector Road and would encourage greater use of the reserve. The Panel concluded that this should not adversely impact the biodiversity values of the reserve if it is aligned with the existing vehicle access track.

Officer response

The Panel finding is not supported and the footpath should remain for the length of the east side of McBeth Street.

The reserve contains significant ecological values that warrant the highest order protection. While the Panel correctly states that the path can be aligned with the vehicle access track, this track does not extend to Murradoc Road. The path alignment would need to be assessed to determine ecological impacts, particularly away from the Levens Road entrance. There is no guarantee that an acceptable alignment is available and vegetation off-sets would be required for any vegetation removal.

Furthermore, the entrance to the path at Levens Road would require pedestrians from the growth area Connector Road to double-back before heading up to Murradoc Road. McBeth Street will be the most convenient route of choice for pedestrians and can be delivered without impacting on remnant vegetation. A footpath on McBeth Street will also directly benefit residents of McBeth Street.

The McBeth Street footpath is an infrastructure project in the St Leonards Growth Area 2 Final Shared Infrastructure Funding Plan.

Bluff Road access

Apart from the McBeth/Ward Street landowner, the only other local resident to present at the Panel Hearing was a resident on the south side of Bluff Road. The submitter was opposed to the proposed secondary access street (located opposite the submitter's property) saying it would result in increased noise, light and pollution, reduce privacy and become an accident zone.

Officer response

The Panel Report made no reference to this submission, only recommending that the Outline Development Plan is supported subject to minor changes that are unrelated to the submitter's concerns.

While the concerns of the landowner are understandable, the location of the proposed new access street from Bluff Road to the development is considered appropriate. The Cardno expert witness at the Panel Hearing stated that this will be a low order, low volume street and the indicated access point is desirable. It is considered amenity impacts will not be unreasonable and further mitigated by the requirement to avoid or minimise removal of vegetation in the Bluff Road reserve.

Design and Development Overlay

The exhibited Amendment C325 – and the Panel that considered submissions – relied on the proposed DDO39 that formed part of the Amendment documents.

After receiving the Panel Report, it came to officer's attention that the DDO Schedule 'Exemption from notice and review' provision would not achieve its intended purpose. The DDO39 provision read:

An application to subdivide land is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Officers were concerned that the powers of this provision did not extend to exempting notice and review under the provisions of the General Residential Zone. In other words, future applications for subdivision would still need to be advertised. This concern was confirmed by legal advice from Harwood Andrews.

To rectify this unintended consequence, officers have decided to revert to the Development Plan Overlay (DPO). The DPO was originally to be applied to the St Leonards Growth Area 2 (as directed in Clause 21.14-3) but changed to a DDO due to the particulars of the site. The design objectives and requirements of the former DDO39 have been transferred to the new DPO Schedule meaning there is no change to the layout and function of St Leonards Growth Area 2.

Application of the DPO is consistent with Council's approach to other rezonings of this nature and Planning Practice Note 23. The approach accords with the purpose of the DPO which includes: "to exempt an application from notice and review if it is generally in accordance with a development plan". The amendment process has provided an opportunity to engage the local community about the desired outcomes for the site and the future form of development.

Importantly, there were no submissions about the proposed 'Exemption from notice and review' provision and the Panel merely accepted Council's selection of the DDO.

Discussions with regional officers of the Department of Environment Land Water and Planning confirm that the DPO is the appropriate tool in this instance.

Financial Implications

The Section 173 Agreements will legally bind Council to deliver an Early Learning Community Centre in St Leonards. Developers will contribute \$38,800 per net developable hectare towards the Centre, totalling over \$2.5 million. Payments will be received progressively as the growth area develops.

The Community Centre contributions mirror the terms agreed with the developer of St Leonards Growth Area 1 (totalling approximately \$1.12M). It will be the responsibility of Council to acquire land in St Leonards on which to construct the Centre.

The fundamental implications are the need to budget in the future for this acquisition and the financing costs if the Centre is built prior to all lots being developed.

Stakeholder Consultation and Communication

Council officers have notified the Amendment submitters of the release of the panel report and adoption. Submitters will be notified of the final decision of Council and the Minister for Planning

Policy/Legal/Statutory Implications

The rezoning and Development Plan Overlay Schedule 32 are consistent with a range of State and Local policies as outlined in the Amendment C325 Explanatory Report. The site is identified for rezoning to the General Residential Zone in the Municipal Strategic Statement at Clause 21.14 *The Bellarine Peninsula*.

The Section 173 Agreements will legally bind the parties to deliver on the terms of the Agreements.

Alignment to City Plan

The Amendment supports the 'Growing our Economy' strategic direction of City Plan, by providing additional residentially zoned land for housing construction and future demand for services.

Conflict of Interest

No officers involved in this report have any direct or indirect interest in accordance with Section 80C of the Local Government Act.

Risk Assessment

There are no notable risks, other than the financial risks identified, associated with implementing the recommendations contained in this report.

Environmental Implications

The primary interest is related to increases in stormwater volumes that may reach the Swan Bay component of the Port Phillip Bay Ramsar Wetlands from the southern portion of the site. The Afflux Consulting stormwater strategy includes recommendations that reduce flows to virtually zero net impact on downstream receiving water bodies.

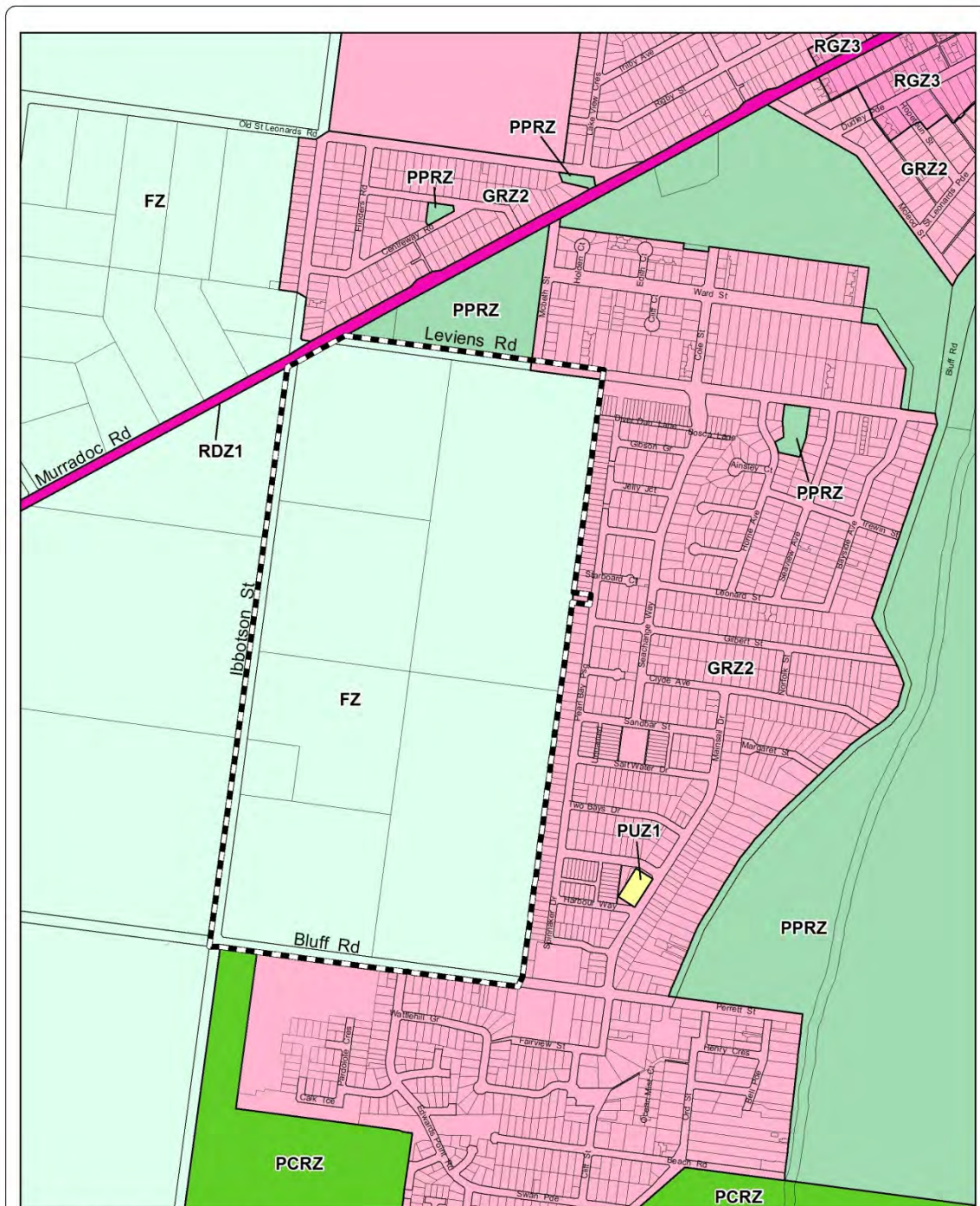
The Afflux report demonstrates that, with the construction of retarding basins, stormwater leaving the site will be no greater than pre-development conditions.

The St Leonards Growth Area 2 Outline Development Plan has been designed to safeguard remnant and valued vegetation in road reserves. Ibbotson Street will ultimately be discontinued and established as a 'greenway' to protect existing biodiversity.

Appendix 2 - Aerial Map



Appendix 3 - Existing Zoning Map



GREATER GEELONG PLANNING SCHEME - ZONES

LEGEND				
NEIGHBOURHOOD RESIDENTIAL ZONE	COMMERCIAL 1 ZONE	COMPREHENSIVE DEVELOPMENT ZONE	PUBLIC PARK & RECREATION ZONE	Prepared by City of Greater Geelong - 17 October 2016 Although all due care has been taken to ensure that this document is correct, no warranty is expressed or implied by the City of Greater Geelong or Barwon Water in its use. This map contains all Amendments to the G.G.P.S. gazetted prior to the date shown above, however, for certainty, a Planning Certificate should be obtained. This map should be read in conjunction with additional Planning Overlay maps (if applicable).
GENERAL RESIDENTIAL ZONE	COMMERCIAL 2 ZONE	ACTIVITY CENTRE ZONE	PUBLIC CONSERVATION & RESOURCE ZONE	
RESIDENTIAL GROWTH ZONE	INDUSTRIAL 1 ZONE	PORT ZONE	ROAD ZONE CATEGORY 1	
LOW DENSITY RESIDENTIAL ZONE	INDUSTRIAL 2 ZONE	PUBLIC USE ZONE - Service & Utility	ROAD ZONE CATEGORY 2	
MIXED USE ZONE	INDUSTRIAL 3 ZONE	PUBLIC USE ZONE - Education		
TOWNSHIP ZONE	SPECIAL USE ZONE	PUBLIC USE ZONE - Health & Community		
RURAL LIVING ZONE	PRIORITY DEVELOPMENT ZONE	PUBLIC USE ZONE - Transport	SUBJECT LAND	
FARMING ZONE	URBAN GROWTH ZONE	PUBLIC USE ZONE - Cemetery/Crematorium		
RURAL CONSERVATION ZONE	COMMONWEALTH LAND	PUBLIC USE ZONE - Local Government		
URBAN FLOODWAY ZONE		PUBLIC USE ZONE - Other Public Use		



Appendix 4 - Amendment C325 to be Adopted

Planning and Environment Act 1987

GREATER GEELONG PLANNING SCHEME

AMENDMENT C325

INSTRUCTION SHEET

The planning authority for this amendment is the Greater Geelong City Council.

The Greater Geelong Planning Scheme is amended as follows:

Planning Scheme Maps

The Planning Scheme Maps are amended by a total of 2 attached maps.

Zoning Maps

1. Amend Planning Scheme Map No. 62 in the manner shown on the 1 attached map marked "Greater Geelong Planning Scheme, Amendment C325".

Overlay Maps

2. Amend Planning Scheme Map No. 62DPO in the manner shown on the 1 attached map marked "Greater Geelong Planning Scheme, Amendment C325".

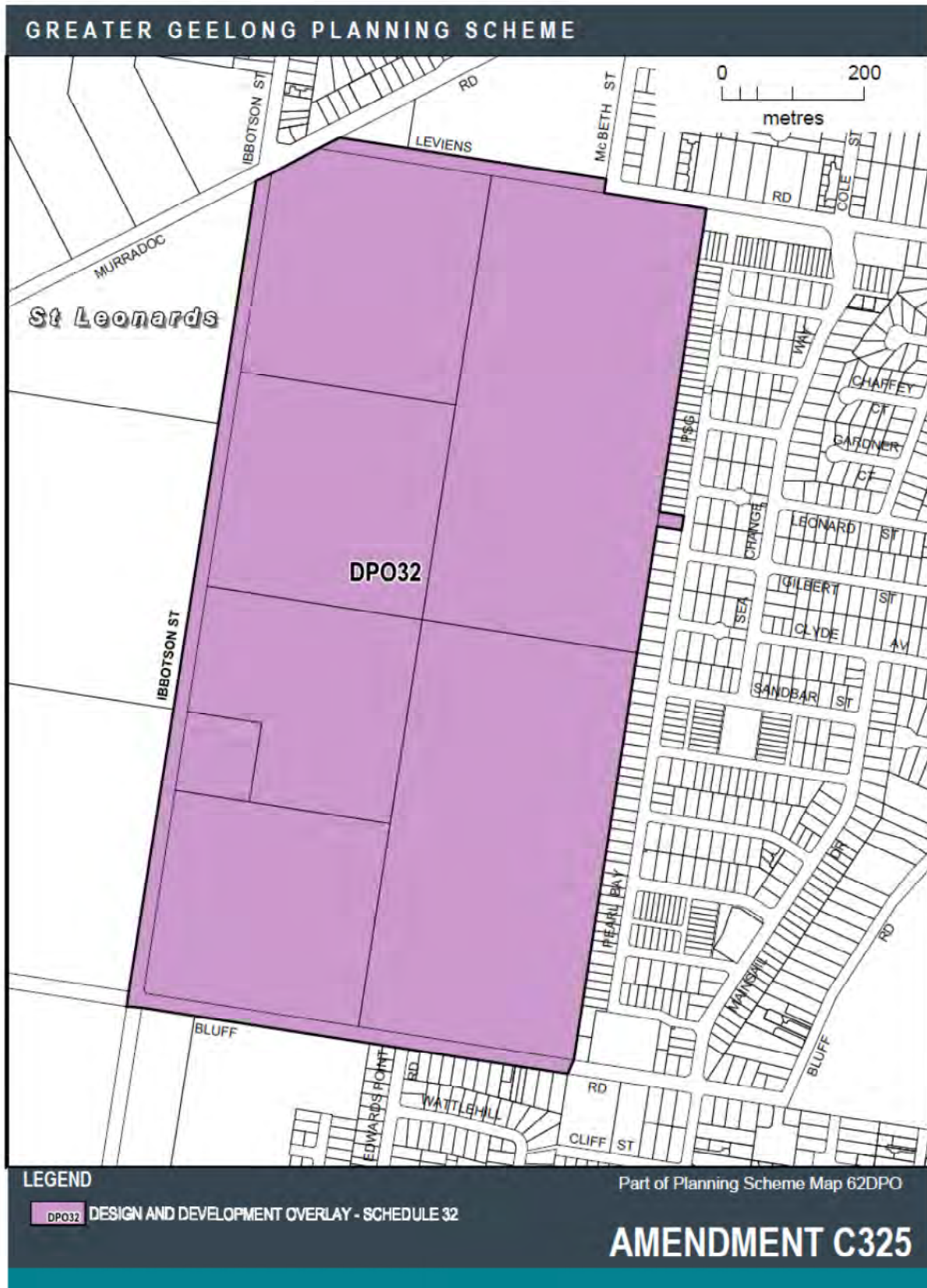
Planning Scheme Ordinance

The Planning Scheme Ordinance is amended as follows:

3. In Overlays – Clause 43.04, insert a new Schedule 32 in the form of the attached document.

End of document





DD/MM/YYYY
Proposed C325 **SCHEDULE 32 TO THE DEVELOPMENT PLAN OVERLAY**

Shown on the planning scheme map as **DPO32**

ST LEONARDS GROWTH AREA 2

The aim of this Schedule is to ensure that development occurs generally in accordance with the *St Leonards Growth Area 2 Outline Development Plan 2015* and to ensure delivery of essential community infrastructure as set out in the *St Leonards Growth Area 2 Final Shared Infrastructure Funding Plan*.

1.0 Requirement before a permit is granted

DD/MM/YYYY
Proposed C325

A permit may be granted before a Development Plan has been approved for the following:

- One dwelling on an existing lot, including outbuildings, provided it is the only dwelling on the lot;
- Agriculture and any buildings or works in association with the use of the land for agricultural purposes;
- Extensions, additions or modifications to any existing buildings and works or development.

2.0 Conditions and requirements for permits

DD/MM/YYYY
Proposed C325

A permit must contain conditions which give effect to the approved Development Plan and the *St Leonards Growth Area 2 Final Shared Infrastructure Funding Plan*.

The requirements for permits are as follows:

Objectives

General

To facilitate the orderly and integrated residential development of the area.

To promote a mix of lot sizes including higher density lots adjacent to open space.

Access

To improve vehicle and pedestrian access to and from Murradoc Road and to established residential areas.

To provide a central connector road between Leviens Road and Bluff Road.

Open Space

To ensure local parks are conveniently connected to linear open space and/or the connector road network.

To provide an off-road linear open space network and pathway around the growth area.

To encourage a subdivision design that avoids or minimises the loss of remnant vegetation both on-site and in abutting roadside reserves.

To establish Ibbotson Street as a high amenity, high conservation value open space trail.

To manage the interface between linear and buffer open space, remnant vegetation and residential development.

To ensure best practice stormwater management objectives (quantity, quality, volume) are met to prevent adverse impact on downstream areas.

Design requirements

General

- Subdivision must not result in the further fragmentation of land where it would prevent orderly development in accordance with the objectives and requirements of this schedule.
- Subdivision sequencing must generally support the efficient delivery of service infrastructure.
- Subdivision should be generally in accordance with the *St Leonards Growth Area 2 Outline Development Plan 2015* that forms part of this schedule.
- Subdivision must implement the requirements of the *St Leonards Growth Area 2 Final Shared Infrastructure Funding Plan*.

Urban Design

- Subdivision should provide a range of lot sizes and densities to encourage a variety of housing types.
- Open space and drainage reserves must be interfaced by roads and/or dwelling frontages on at least three sides.
- Subdivision should provide for the retention, where appropriate, of high arboricultural value scattered remnant River Red Gum, Drooping Sheoak and vegetation patches in future road reserves or open space reserves.

Ibbotson Street

- Subdivision should provide for the discontinuation of Ibbotson Street, between Murradoc Road and Bluff Road, and the establishment of this land as a greenway for the retention and protection of vegetation and accommodation of pedestrian and cyclist traffic.
- Subdivision must not provide direct vehicle or road access to the greenway.
- Existing vehicle access to Ibbotson Street from abutting properties shall remain until redirected into the new internal road network or Murradoc Road.
- Subdivision should provide for the inclusion of existing vegetation immediately adjacent to Ibbotson Street (i.e. on the boundary) into the greenway.
- Subdivision should ensure residential lots have frontage to the greenway.
- Subdivision should provide an open space buffer of 10 metres (generally) between Ibbotson Street and residential development. The design of the buffer should give consideration to bushfire risk, fencing treatments, vegetation (existing and proposed) and pedestrian/bicycle access.

Stormwater Management

- Subdivision must set aside land for drainage purposes to meet peak discharge limits and water sensitive urban design elements in accordance with performance objectives of Urban Stormwater: Best Practice Environmental Management Guidelines (CSIRO, 1999), Infrastructure Design Manual, and CoGG Design Notes.
- The design of retarding basins must have sufficient land area set aside for heavy vehicle access and sediment drying; as well as measures to mitigate mosquito breeding in accordance with best practice guidelines.
- Easement creation, widening and/or realignment as necessary to ensure adequate provision for pipe-laying and maintenance, and identify overland flow paths, both within the development area, and to external affected land.
- A stormwater management system must be designed to ensure that:
 - peak discharge rates and pollutant loads of all stormwater leaving the site post development are regulated to integrate with downstream infrastructure, at no greater than pre-development rates.
 - no adverse impacts to any surrounding land, upstream or downstream.
 - the volume of water discharging towards Swan Bay either as surface water or groundwater shall be maintained at or below existing to the maximum extent reasonably practicable.

Traffic and Pedestrian Movements

- Subdivision should provide a movement network that:
 - promotes a high degree of internal permeability for a variety of transport modes, including the provision of a centrally located north-south connector road.
 - enables integration with St Leonards, by utilising the surrounding road network, including a vehicle link to Pearl Bay Passage and a pedestrian link to Diver Dan Lane.
 - provides for possible future central road access to the west.
 - provides an integrated and continuous network of safe and convenient footpaths, shared paths and bicycle lanes including connections to the greenway.
 - improves connectivity to St Leonards, particularly Murradoc Road via a new footpath on McBeth Street.

Public Open Space

- Subdivision should provide an open space contribution (in cash or land or a combination of both) to a minimum of 10% of the developable residential land generally as specified in the *St Leonards Growth Area 2 Shared Infrastructure Funding Plan*. Encumbered land must not be credited as Public Open Space including land required for the future drainage basins and any unmade future road reserves.
- Subdivision should provide unencumbered open space (to form part of the open space contribution) of the following general widths:
 - 10 metres for Buffer Open Space;
 - 10 metres for Linear Open Space (Leviens Road);
 - 10 metres for Linear Open Space and 5 metres for Linear Open Space abutting stormwater retarding basins (Bluff Road).
- Footpaths (and possibly services) should not be provided in the Leviens and Bluff Road Reserves and instead constructed on parallel abutting linear open space within the growth area, subject to arboriculture assessments. This footpath (i.e. shared 2.5 metre wide reinforced concrete path) should 'loop' around the site.
- Subdivision should provide for two 1 hectare parks located generally as shown in the *St Leonards Growth Area 2 Outline Development Plan 2015*.

Application requirements

The following information must be submitted with a permit application:

Stormwater Management

- A Stormwater Management Plan responding to flooding, stormwater and drainage conditions generally in accordance with the principles outlined in the Afflux Consulting Report dated August 2016.

Traffic and Pedestrian Movements

- A Road Network and Traffic Management Plan generally in accordance with the recommendations of the Cardno Traffic and Transport Assessment dated May 2016.
- Advice from Barwon Water relating to any works to Leviens Road.

Public Open Space

- Conceptual plans for all areas of public open space, including the Ibbotson Street greenway, showing general layout and indicative landscape treatments (such as seating, play spaces and paving materials) with any infrastructure being in accordance with the standards set out in Council's Sustainable Communities Infrastructure Development Guidelines May 2010 and the use of local indigenous plant species where appropriate.
- An arboricultural assessment of the health, retention value and recommended protective measures for all:
 - native trees within the growth area; and

- Australian vegetation within Bluff Road, Leviens Road and the Ibbotson Street greenway, and immediately adjacent to these road reserves (i.e. on the boundary within the linear and buffer open space).
- Vegetation management plans for Leviens Road and Bluff Road showing how impacts on existing vegetation from new intersecting roads, road pavement widening and service installation can be avoided or minimised.

A Weed Management and Eradication Plan.

An *Environmental Assessment* that includes:

- Assessment of the land by a suitably qualified environmental professional detailing the level and location of any soil contamination. If the responsible authority is satisfied that significant levels of contamination have been found:
 - A certificate of environmental audit must be issued for the land in accordance with Part IXD of the Environment Protection Act 1970; or
 - An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part IXD of the Environment Protection Act 1970 that the environmental conditions of the land are suitable for the sensitive use.

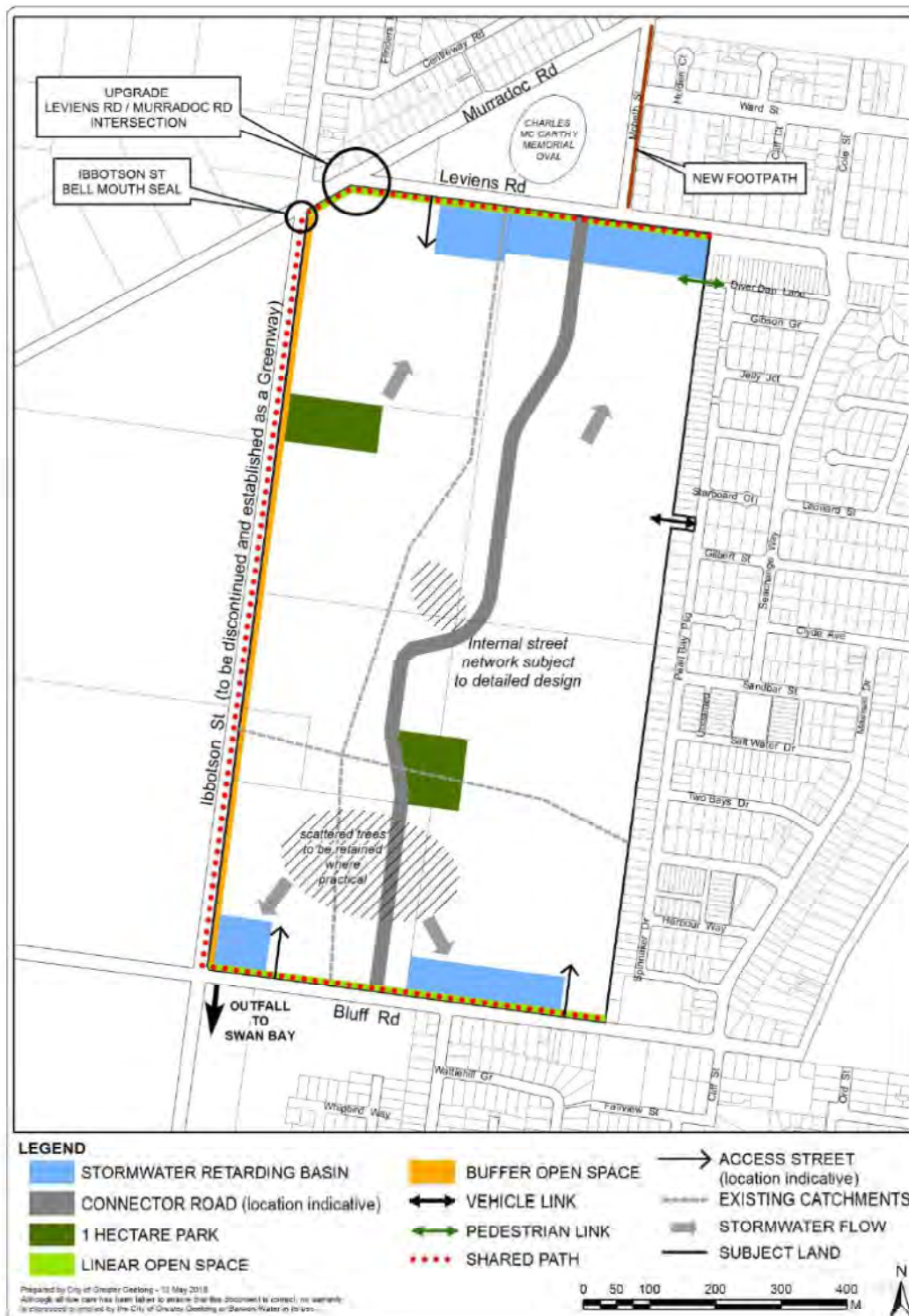
3.0 Requirements for development plan

DD/MM/YYYY
Proposed C325

Only one Development Plan shall be prepared and is to include:

- An overall plan for the area showing key land uses including residential, open space, road connections, shared paths and stormwater infrastructure generally in accordance with the *St Leonards Growth Area 2 Outline Development Plan 2015*.
- A description of the land to which it applies.
- Development objectives.

St Leonards Growth Area 2 Outline Development Plan 2015



Appendix 5 - Section 173 Agreement Template



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Facsimile 61 3 9288 0666

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www.maddocks.com.au

DX 259 Melbourne

Date / / 2016

**Agreement under section 173
of the Planning and Environment Act 1987**

Subject Land: Growth Area 2, St Leonards

Purpose of Agreement: Growth Area 2, St Leonards Infrastructure Contributions

City of Greater Geelong
and

The Owner set out in Schedule 1

Agreement under section 173 of the Planning and Environment Act 1987

Dated / / **2016**

Parties

Name	City of Greater Geelong
Address	City Hall, 30 Gheringhap Street, Geelong, Victoria
Short name	Council

Name	The Owner set out in Schedule 1
Address	The address of the Owner as set out in Schedule 1.
Short name	Owner

Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme. Council is also the planning authority for Amendment C325 to the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within an area that is being developed for urban purposes. Amendment C325 proposes to:
 - C.1 rezone the Subject Land from Farming Zone to General Residential Zone Schedule 1 under the Planning Scheme; and
 - C.2 apply a Development Plan Overlay to the Subject Land and to 42 Pearl Bay Passage, St Leonards.
- D. The Final Shared Infrastructure Funding Plan requires Infrastructure Contributions to be made to Council in respect of each Lot on the Charge Area Map including the Subject Land for the purposes of augmenting infrastructure in the vicinity of the Subject Land.
- E. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- F. The parties enter into this Agreement to:
 - F.1 implement the Final Shared Infrastructure Funding Plan;
 - F.2 record the terms and conditions on which Council and the Owner have agreed for the Owner to pay the Infrastructure Contribution and facilitate delivery of the Infrastructure Projects; and

- F.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Adjustment Index means the method of adjustment specified in the Final Shared Infrastructure Plan.

Agreement means this agreement.

Amendment C325 means Amendment C325 to the Planning Scheme prepared by Council in its capacity as the Planning Authority.

Charge Area means the area identified and delineated on the Charge Area Map and that is subject to an Infrastructure Contribution under the Final Shared Infrastructure Funding Plan.

Charge Area Map means the main catchment area map included in the Final Shared Infrastructure Funding Plan which identifies and delineates the area for the purpose of collecting development contributions.

Community Centre Cash Contribution means the Community Centre Cash Contribution specified in Schedule 2 required to be made in respect of each hectare of NDA of the Subject Land and adjusted in accordance with clause 3.3.

Final Shared Infrastructure Funding Plan means the shared infrastructure plan identified as 'St Leonards Growth Area 2 Final Shared Infrastructure Funding Plan, August 2016, Version 2.4' prepared by Urban Enterprise Pty Ltd.

Infrastructure Contribution means the Infrastructure Contribution specified in Schedule 2 required to be made in respect of each hectare of NDA of the Subject Land and adjusted in accordance with clause 3.3.

Infrastructure Contribution Liability means the Owner's liability for the Infrastructure Contribution in respect of the Subject Land under this Agreement.

Infrastructure Project means the shared infrastructure projects identified and included in the Final Shared Infrastructure Funding Plan.

Lot means a lot on the Charge Area Map.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

NDA means the Net Developable Area of the Subject Land as reflected in the Final Shared Infrastructure Funding Plan.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision of the Subject Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is intended to be used for a dwelling or can be re-subdivided.

Planning Scheme means the Greater Geelong Planning Scheme and any other planning scheme that applies to the Subject Land.

Project Land means the land required for an Infrastructure Project.

Registrar of Titles means the Victorian Registrar of Titles.

Residential Lot means a lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Specified Value means the amount specified in the Final Shared Infrastructure Funding Plan as being

- the capital cost of an Infrastructure Project; or
- the land value of the Project Land,

as the case may be subject to annual adjustment or indexation in the manner set out in the Final Shared Infrastructure Funding Plan.

Statement of Compliance means a statement of compliance issued by Council under the *Subdivision Act 1988*.

Statement of Practical Completion means a statement signed by Council's authorised representative stating that the Infrastructure Project, or part of an Infrastructure Project, has been practically completed to the satisfaction of Council.

Subject Land means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Total of the Community Infrastructure Cash Contribution means the total Community Infrastructure Cash Contribution as specified in Schedule 2 required to be made in respect of the whole of the Subject Land and adjusted in accordance with clause 3.3.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.

4.2 Infrastructure Project may be delivered in part

The Parties agree that the Owner and Council may enter into a future agreement which provides for the Owner to deliver part of an Infrastructure Project (for example, in connection with a staged subdivision of the Subject Land). If this occurs, all payments made between the Parties pursuant to this agreement and the relevant future agreement must be adjusted to take into account the part delivery of the relevant Infrastructure Project(s).

4.3 Credit or reimbursement for Project Land

4.3.1 The Parties agree that if the Owner enters into an agreement with Council to deliver an Infrastructure Project the entitlement to a credit or payment in respect of the Specified Value of the Project Land arises after the Project Land has been transferred to or vested in Council;

4.3.2 The Parties agree if the Owner enters into an agreement with Council to deliver an Infrastructure Project that all land transferred to or vested in Council or any other authority specified in Final Shared Infrastructure Funding Plan must be:

- (a) free of all encumbrances and environmental contamination and graded except as agreed by Council; and
- (b) sown to grass to the satisfaction of Council;

4.4 Payment of Claims

4.4.1 The Parties agree if the Owner enters into an agreement with Council to deliver an Infrastructure Project, when an entitlement arises under clause 4.1 or 4.3 an amount up to the maximum of the Specified Value is to be provided to the Owner as a credit, or if the value of all credits provided to the Owner will exceed that Owner's Infrastructure Contributions Liability, then as a cash payment upon the latter of the:

- (a) the issue of a Statement of Practical Completion in respect of the final Infrastructure Project(s) which Council has agreed the Owner may construct; or
- (b) issue of a Statement of Compliance for the final stage of subdivision in the development of the Subject Land.

4.4.2 The Parties agree that if the Owner enters into an agreement with Council to deliver an Infrastructure Project where a monetary payment is to be paid to the Owner it will be paid;

- (a) within 120 days of the issue of a Certificate of Title or registration of a plan of subdivision showing that the Project Land has been registered in the name of or vested in Council; or
- (b) in such other manner as is specified in any future Section 173 Agreement as required under clause 3.2.2.

4.5 Facilitation of Infrastructure Projects

The parties acknowledge and agree that:

4.5.1 it is the Owner's responsibility to facilitate the delivery of all Infrastructure Projects required to service the development of the Subject Land;

- 4.5.2 in exceptional circumstances, and provided the Owner has demonstrated to Council's satisfaction that it has made all reasonable endeavours to facilitate delivery of the Infrastructure Projects, Council will initiate the delivery of the Infrastructure Projects based on the criteria in clause 4.5.3 and clause 4.5.4;
- 4.5.3 Council will only facilitate an Infrastructure Project at a time when Council determines there are sufficient funds in Council's infrastructure contributions account, collected under the Final Shared Infrastructure Funding Plan, to meet the cost of delivering the Infrastructure Project(s); and
- 4.5.4 Council's delivery of any Infrastructure Project will be subject to:
- (a) Council's normal budgetary cycles;
 - (b) normal legislative processes and timeframes for any acquisition of land that may be required to facilitate the Infrastructure Project; and
 - (c) all costs and scope beyond those specified in the Final Shared Infrastructure Funding Plan relating to an Infrastructure Project being met by the Owner.

4.6 St Leonards Early Learning Community Centre Cash Contribution

The Owner agrees that the payment of the Community Centre Cash Contribution will be as follows:

- 4.6.1 An amount being 20% of the Total Community Infrastructure Cash Contribution must be paid to Council prior to the Statement of Compliance which provides for the subdivision of a total of 20% of the NDA of the Subject Land;
- 4.6.2 An amount being 30% of the Total Community Infrastructure Cash Contribution must be paid to Council prior to the Statement of Compliance which provides for the subdivision of a total of 35% of the NDA of the Subject Land; and
- 4.6.3 The balance of the Total Community Infrastructure Cash Contribution must be paid to Council prior to Statement of Compliance for the subdivision of a total of 50% of the NDA of the Subject Land.

5. Acknowledgements of Council

Council acknowledges that Council will:

- 5.1 apply any amount received under this Agreement for the purpose of the Infrastructure Projects as detailed in the Final Shared Infrastructure Funding Plan;
- 5.2 apply any remaining funds after the delivery of the Infrastructure Projects as detailed in the Final Shared Infrastructure Funding Plan to other infrastructure projects in or around the area at the complete discretion of Council.

6. Further obligations of the Parties

6.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

6.2 Further actions

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

6.3 Council's costs to be paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6.4 Interest for overdue payments

- 6.4.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing.
- 6.4.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

7. Agreement under section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

8. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

9. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 9.1 give effect to this Agreement; and
- 9.2 enter into a deed agreeing to be bound by the terms of this Agreement.

10. General matters

10.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 10.1.1 personally on the person;
- 10.1.2 by leaving it at the person's current address for service;
- 10.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 10.1.4 by facsimile to the person's current number for service; or
- 10.1.5 by email to the person's current email address for service.

10.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

10.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

10.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

10.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

10.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

11. GST

11.1 GST Act

In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

11.2 Exclusive of GST

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

11.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 11.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

11.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 11.3.

12. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

13. Ending of Agreement

13.1 On the issue of a Statement of Compliance for a Plan of Subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the Plan of Subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

13.2 Once this Agreement ends as to part of the Subject Land in accordance with clause 13.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

13.3 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

Schedule 2

Infrastructure Contribution and Community Centre Cash Contribution for the Subject Land
 (derived from the Final Shared Infrastructure Funding Plan)

Summary	Infrastructure Contribution	Community Centre Cash Contribution	Total
Estimated Lots	xx	xx	-
Total Area	xxx	xxx	-
NDA	xxx	xxx	-
Total	xxx	Total of the Community Infrastructure Cash Contribution = xxx	xxx
Contribution per hectare of NDA.	\$192,341.76	\$38,800.00	\$231,141.76

The above values are in December 2015 dollars.

Infrastructure Contribution and Community Centre Cash Contribution for the Charge Area (as derived from Final Shared Infrastructure Funding Plan)

Summary	Infrastructure Contribution	Community Centre Cash Contribution	Total
Estimated Lots	983	983	-
Total Area	73.78 ha	73.78 ha	-
NDA	65.54 ha	65.54 ha	-
Total	\$12,606,079	\$2,542,952	\$15,149,031
Contribution per hectare of NDA.	\$192,341.76	\$38,800.00	\$231,141.76

The above values are in December 2015 dollars.

Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED SEALED AND DELIVERED
on behalf of the **GREATER GEELONG**
CITY COUNCIL by Peter Bettess,
General Manager Planning & Development
pursuant to an instrument of delegation
authorised by Council resolution, in the presence
of:

.....
P Bettess

.....
Witness

Signed by [REDACTED] in the presence
of:

)
)

.....
Witness

Appendix 6 - Panel Report Executive Summary

Greater Geelong Planning Scheme Amendment C317, Planning Permit 970/2014 and Amendment C325
Panel Report | 9 February 2016

Executive Summary

(i) Summary

Amendment C317, Planning Permit 970/2014 and Amendment C325 to the Greater Geelong Planning Scheme apply to two growth areas in St Leonards. They seek to rezone both areas to the General Residential Zone and guide the future residential development of the land by; in Growth Area 1 by the issue of a planning permit for the subdivision; and for Growth Area 2 by applying Schedule 39 to the Design and Development Overlay.

A Section 173 Agreement for Amendment C317 (including some subdivision design requirements) and Amendment C325 (in this respect based on a Shared Infrastructure Funding Plan) are proposed to ensure the proponents contribute to local infrastructure.

Amendment C312 introduced the recommendations of the St Leonards Structure Plan in 2015 which now identifies both growth areas as 'Rezone to General Residential'. Issues of land supply were considered in detail under Amendment C312 where the Panel generally supported the rezoning of the land for residential development. The Panel accepts that analysis.

Some of the key issues raised in submissions were:

- Land supply and demand
- Stormwater and flooding impacts internally and externally (Amendment C317)
- Stormwater impacts externally on Swan Bay (Amendment C325)
- Vehicle and pedestrian connectivity (both amendments)
- Subdivision design and open space allocation (Amendment C317)
- Proposed changes to the planning permit (Amendment C317), Section 173 Agreement (Amendment C317) and Schedule 39 to the Design and Development Overlay (DDO39).

The Panel has considered all these issues and concludes:

- The rezoning of both growth areas has strong strategic support;
- Matters related to land supply/demand in Amendment C312 considered the additional supply added by the growth areas and that Panel concluded, provided issues of land release could be managed, that a land supply of 25-33 years was appropriate. Without evidence to suggest otherwise the Panel supports this
- The residential development of Growth Area 1 can be managed and, in some cases, reduce localised flood impacts. Harvesting of stormwater may assist the ongoing maintenance of the golf course to the north
- Stormwater impacts from Growth Area 2 can be managed with controlled release to Council and environmental assets including Swan Bay. The submission to conduct a more thorough hydrological investigation of subterranean freshwater flows in to Swan Bay should not be the sole responsibility of proponents and should be led by government
- Vehicle and pedestrian connectivity at both growth areas are important considerations and, where appropriate, integration with adjoining land
- The footpath connection between the Growth Area 2 and Murradoc Road is more appropriate through Charles McCarthy Reserve than along McBeth Street.

The Panel has proposed changes to Planning Permit 970/2014 and the Section 173 Agreement for Amendment C317 and the DDO39 for Amendment C325 to reflect its consideration of the above issues.

Recommendations

Based on the reasons set out in this Report, the Panel recommends:

Greater Geelong Planning Scheme Amendments C317 and C325 be adopted as exhibited subject to the following:

Amendment C317

1. Clause 3.5 of the proposed Section 173 Agreement be amended in the form contained in Appendix C.

Amendment C325

2. Schedule 39 to the Design and Development Overlay be amended in the form contained in Appendix E to:
 - a) Delete reference to the McBeth Street footpath from Clause 3.0 and replacing it with the need for a pedestrian footpath in the Charles McCarthy Reserve generally aligned with the existing vehicle access track.
 - b) Amend the St Leonards Growth Area 2 Outline Development Plan:
 - to restrict the oval shape that relates to 'intersection upgrade' to the Levens Road/Murradoc Road intersection with the notation 'upgrade Levens Road/Murradoc Road intersection'.
 - to delete the McBeth Street footpath and replace it with an alignment consistent with the vehicle access track in the Charles McCarthy Reserve.
3. The exhibited Planning Permit 970/2014 be amended in the form contained in Appendix D.
4. The exhibited subdivision plan be amended to:
 - a) Provide vehicle access into the golf course land at a mid-point in Stage 19.
 - b) Delete residential lots in the south west corner of the site and replace with an overland flow path as shown on Overall Development Plan, Plan 8 (Drawing: 5636-100-ODP-Plan 8 Revision 2 date 15/12/2015).