

# MINUTES

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## COUNCIL MEETING

**Tuesday 26 April 2022**  
**6.00 pm**

**City Hall**  
**57 Little Malop Street, Geelong 3220**

**LIVE STREAMED ON THE CITY'S WEBSITE:**

**[www.geelongaustralia.com.au/meetings](http://www.geelongaustralia.com.au/meetings)**

**COUNCIL:**

Cr S Asher (Bellarine Ward) - Mayor  
Cr T Sullivan (Bellarine Ward) - Deputy Mayor  
Cr J Mason (Bellarine Ward)  
Cr E Kontelj (Brownbill Ward)  
Cr S Mansfield (Brownbill Ward)  
Cr P Murrihy (Brownbill Ward)  
Cr B Harwood (Kardinia Ward)  
Cr B Moloney (Kardinia Ward)  
Cr R Nelson (Kardinia Ward)  
Cr A Aitken (Windermere Ward)  
Cr K Grzybek (Windermere Ward)

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## 2.7. Amendment C391ggee Ash Road East Leopold Rezoning - Consideration of Panel Report and Adoption of Amendment

**Source:** City Planning & Economy  
**Director:** Gareth Smith

### Purpose

1. To consider the independent panel report about Planning Scheme Amendment C391ggee and Planning Permit 39/2019 and adopt Amendment C391ggee – Ash Road (East) Leopold.

### Background

2. The amendment primarily rezones land at 73-85, 87-101, 103-127, 129-141 and 143-155 Ash Road, Leopold from Farming Zone to the General Residential Zone Schedule 1 and applies a Design and Development Overlay Schedule 46 to the land. The Planning Permit 39/2019 allows the staged subdivision of the properties at 87-101 and 103-127 Ash Road only.
3. The amendment and permit implement the recommendations of the Leopold Structure Plan for the future urban growth of the south eastern area of Leopold in Ash Road. **Attachment 1** provides a background summary of the amendment process including consideration of the panel report.

### Key Matters

4. Exhibition of the amendment and draft planning permit in May and June 2021 resulted in 29 written submissions addressing issues including storm water, impacts on Lake Connewarre, impacts on the surrounding area, the extent of residential development and the form of development.
5. The submissions were considered by Council at its meeting of September 2021 where it was resolved to refer all submissions to an independent panel appointed by the Minister for Planning.
6. Following a 3-day hearing on 22, 23 and 25 November 2021, the panel's report was received on 17 December 2021. Under Section 27 of the *Planning and Environment Act 1987* the Planning Authority must consider the panel's report before deciding on whether or not to adopt the amendment.
7. The independent panel found the amendment to be strategically supported by policy and recommended that the amendment be adopted with one change to the Design and Development Overlay. The panel also recommended the form of the planning permit to be adopted by Council.
8. Whilst the panel's recommendation is supported, this report at **Attachment 1** provides the City's response.

**RESOLUTION - Item 2.6**

**Cr Mason moved, Cr Sullivan seconded -**

**That Council:**

- 1. Adopt Amendment C391ggee – Ash Road (East) Leopold in the form outlined in Attachment 2 of this report;**
- 2. Submit the adopted Amendment C391ggee together with the prescribed information to the Minister for Planning requesting approval;**
- 3. Recommend to the Minister for Planning that Planning Permit 39/2019 be approved in the form outlined in Attachment 3 of this report;**
- 4. Authorise the signing and sealing of the Section 173 Agreements accompanying this Amendment C391ggee to formalise development contributions arrangements (the agreement is in Attachment 4 to this report); and**
- 5. Authorise the signing and sealing of a Section 173 Agreement to accompany Amendment C391ggee to formalise a social and affordable housing contribution.**

**Carried**

### ***Financial Sustainability***

9. The amendment is accompanied by an agreement under Section 173 of the *Planning and Environment Act 1987*. This is a voluntary agreement between Council and a landowner and includes requirements relating to the use and development of the land and runs with the title of the land.
10. In this case, the agreement requires the landowners deliver infrastructure when the land is developed including the open space, drainage basins, roundabout, extension to the signalled intersection at Ash Road and the Bellarine Highway, and two connector roads.
11. The agreement also requires the landowners to pay Council a community infrastructure contribution of \$40,000 per net developable hectare when the land is subdivided. Council will be obliged to spend this funding on community facilities within the Leopold area.
12. A separate Section 173 Agreement with the developers of the permit land will provide for a social and affordable housing contribution on site, adjacent to the proposed one hectare park along Ash Road.

### ***Community Engagement***

13. Amendment C391ggee and the draft Planning Permit 39/2019 were exhibited in accordance with the requirements of the *Planning and Environment Act 1987*.
14. All submitters had an opportunity to be heard before an independent panel. The panel considered all submissions referred to it, not just the submissions presented at the hearing.
15. The City has advised submitters of the release of the independent panel report. Submitters will be notified of the final decision of Council and the Minister for Planning.

### ***Social Equity and Sustainability***

16. The amendment will provide social benefits through the establishment of a new residential development supported by conveniently located open space. Community infrastructure contributions will be allocated to community infrastructure projects within Leopold.
17. A social and affordable housing contribution by the developers of the permit land has been achieved in support of Council's Social Housing Plan 2020. This will be offered as an affordable housing option on site with a 5 per cent contribution of total dwellings provided at a 25 per cent discount on the market value, with first offer to the Geelong Housing Trust, second offer to a registered housing association or thirdly direct to the market provision.

### ***Relevant Law/Policy/Legal Implications***

18. The amendment is consistent with the Greater Geelong Planning Scheme Policy Framework, in particular Clauses 21.06 and 21.14, which support the residential growth of this area of Leopold.

19. The amendment is also consistent with the declaration of the Bellarine as a Distinctive Area and Landscape and the subsequent draft Bellarine Peninsula Statement of Planning Policy. As a district town, the subject land is within the settlement boundary of the district town of Leopold and rezoning to residential is supported.

***Alignment to Community Plan and Vision***

20. This report aligns with Our Community Plan 2021-2025 strategic priority:  
Sustainable growth and environment.
21. This report aligns with the Community led 30-year Vision, “Greater Geelong: A Clever and Creative Future” community aspiration:  
Sustainable development that supports population growth and protects the natural environment.

***Conflict of Interest***

22. No officer involved in the preparation of this report declared a general or material conflict of interest.

***Risk Assessment***

23. Delay in adopting Amendment C391ggee will impact on the timeline for the subdivision development and bringing onto the market of one of the last large greenfield growth areas in Leopold.
24. A delay to adoption may also impact on the approval timeline of the Minister for Planning in the lead up to the caretaker period before the November state election.

***Environmental Sustainability***

25. The planning permit includes conditions to conserve and manage the local environment, including downstream in Lake Connewarre, the retention of some existing vegetation and off-sets for native vegetation being lost in the development.

**Attachments**

1. Background [2.6.1 - 14 pages]
2. Amendment for Adoption [2.6.2 - 7 pages]
3. Panel Recommendation for Adoption [2.6.3 - 19 pages]
4. Section 173 Agreement [2.6.4 - 23 pages]

**Background**

1. Amendment C391ggee and permit application 39/2019 is a combined planning permit application and planning scheme amendment under section 96A of the *Planning and Environment Act 1987*.
2. The land subject to the amendment is 73-85 Ash Road, 87-101 Ash Road, 103-127 Ash Road, 129-141 Ash Road and 143-155 Ash Road, Leopold.
3. The land subject to the concurrent planning permit is 87-101 Ash Road and 103-127 Ash Road, Leopold.
4. The amendment proposes to rezone the land at 73-85 to 143-155 Ash Road, Leopold to residential to facilitate future subdivision and development of the area in accordance with the Council adopted Leopold Structure Plan September 2011 (amended January 2013).
5. Specifically, the amendment will:
  - Rezone all the land from Farming Zone (FZ) to the General Residential Zone Schedule 1 (GRZ1); and
  - Insert a new schedule 46 to Clause 43.02 Design and Development Overlay that will apply to the land proposed to be rezoned.
6. The planning permit application proposes to allow, subject to conditions:
  - seeks approval for the multi-lot staged subdivision of 87-101 and 103-127 Ash Road, Leopold, for 206 residential lots;
  - removal of native vegetation; and
  - removal of easement(s).
7. The combined proposal seeks to facilitate the residential subdivision of land in the south eastern growth area of Leopold. The land is within the settlement boundary shown on the map in the Leopold Structure Plan map and in the clause 21.14 of the planning policy framework in the planning scheme.
8. A draft Section 173 Agreement relating to development contributions for community infrastructure was exhibited with the amendment. Landowners were to agree to a contribution of \$40,000 per net developable hectare to be used by Council for the purpose of providing community facilities within Leopold. Landowners were further to agree that they were responsible for the delivery of the open space, drainage, roads, and intersection upgrade as part of the subdivision.
9. Owners of the five properties subject to the agreement have signed the Section 173 Agreement (a model Agreement, with individual landowner details removed, is at **Attachment 4**).



**Discussion**

10. Amendment C391ggee was exhibited between 27 May and 28 June 2021. As a result of this public exhibition of the proposal, 29 submissions were received comprising 13 opposing, 9 supporting and 7 making comments about the amendment and draft planning permit.
11. The main issues the panel identified in the submissions were:
  - 11.1 Planning context (policy, strategic framework, statutory considerations);
  - 11.2 Infrastructure (subdivision layout, public open space, drainage and stormwater, traffic, and access);
  - 11.3 Environment (vegetation, contamination);
  - 11.4 Other matters (housing diversity and affordability, Section 173 Agreement); and
  - 11.5 Resolution of the Amendment and planning permit application.
12. The Council report dated 28 September 2021 both summarised all the submissions and provided a detailed City response to the issues raised.
13. All submissions were considered pursuant to Sections 22 (1) & (2) of the *Planning and Environment Act 1987* and referred to an independent panel appointed by the Minister for Planning.
14. The City and the proponent have agreed on a position with the terms of a Section 173 Agreement being finalised. As agreed with the proponent, the planning permit recommended for adoption does not include the social housing condition.
15. The panel has now presented its report to Council and recommended that Amendment C391ggee be adopted subject to some changes. The Executive Summary of the Panel Report is included later in this **Attachment 1**.
16. A complete copy of the panel's report is available on the Geelong Australia website [www.geelongaustralia.com.au/amendments](http://www.geelongaustralia.com.au/amendments) under the C391ggee webpage.

**Key Panel Findings and City Responses**

17. The panel report provided discussion and a series of findings and recommendations about all the issues associated with the amendment. A summary and response to the key matters is provided below.
18. Overall, the panel considers that the amendment's intent is consistent with the policies of the planning scheme.

**Issue – Planning Context for the Amendment**

19. The panel noted the strategic support for this amendment at the hearing and concluded the case before it was not about the strategic planning issues per se, but rather how this site was appropriately integrated with its neighbouring sites to ensure the area reads as a whole, not as separate parts. This is particularly relevant for drainage, water, and road linkages.
20. The panel considers the amendment and permit will assist in implementing policy objectives set out in the act by providing for the rezoning and subdivision of land to achieve an orderly, well planned outcome consistent with the strategic direction of Leopold.

21. Panel Conclusion: The panel concludes that the amendment has strong strategic support, implements relevant sections of the Planning Policy Framework, and is well founded and strategically justified.
22. City Response: The City concurs with the view of the panel which supports the preparation of this combined amendment and planning permit.

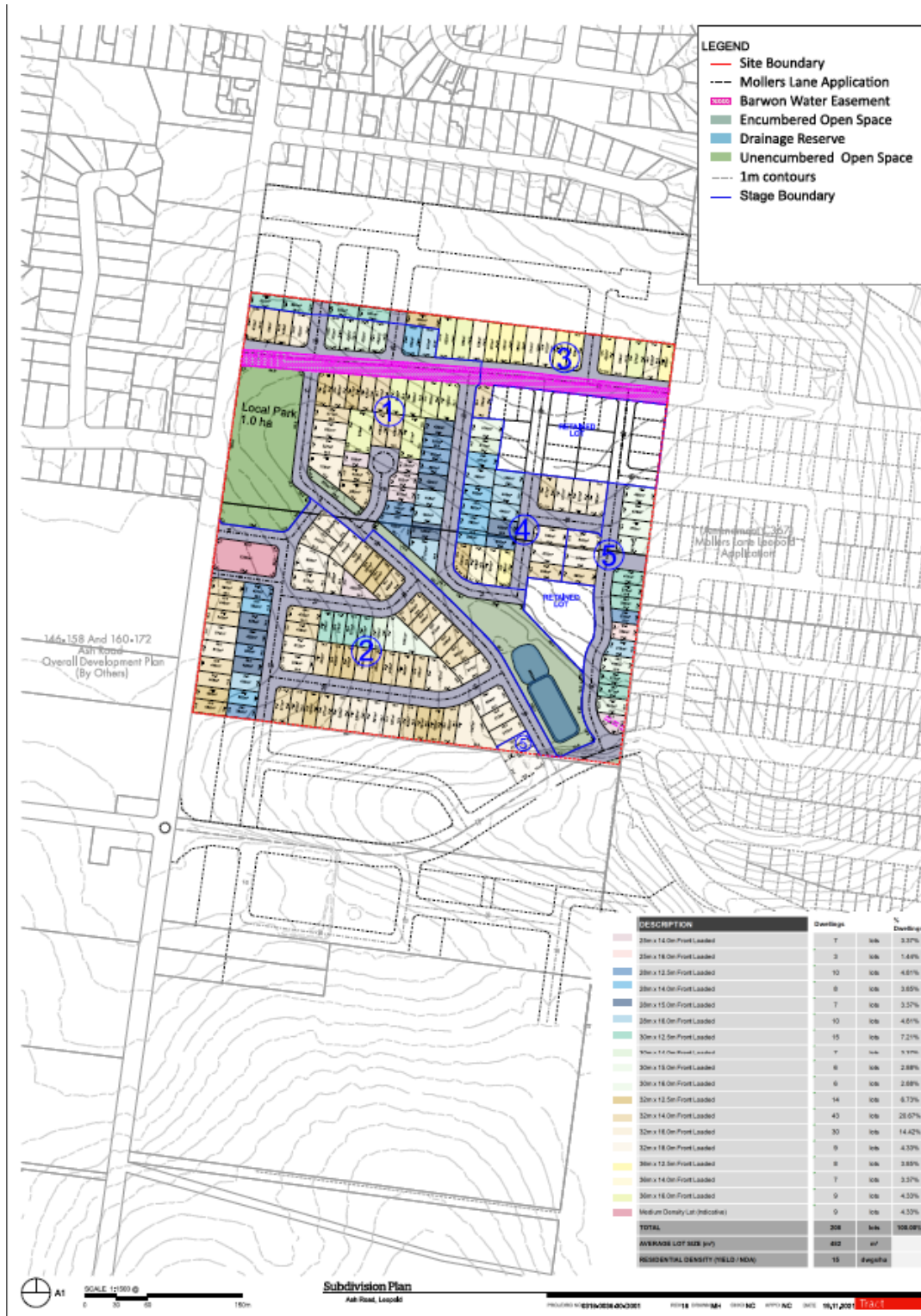
#### **Issue – Form of the Amendment**

23. A key consideration for the panel was whether the rezoning and the use and form of the Design and Development Overlay is appropriate. The panel questioned the use of the DDO instead of a Development Plan Overlay (DPO) which has been used in some of the earlier Leopold growth areas and is foreshadowed by the Leopold Structure Plan. The panel commented that the DPO is the correct planning tool for growth areas with a DDO more predominantly used for built form control.
24. Panel Conclusion: The conclusion of the panel is that the amendment rezoning to General Residential Zone 1 is strategically justified. The panel did not consider that the use of the DDO is the most appropriate overlay concluding however its use is not fatal to the amendment, especially considering the adjacent Mollers Lane area to the east has been approved with the application of the same zone and overlay.
25. City Response: The comments of the panel on the overlay used are noted and that there is no recommendation to change to a DPO. The DDO46 maintains the consistency with the planning tools to the east in the Mollers Lane area and is supported by the City.

#### **Issue – Subdivision Layout**

26. Whether the subdivision layout results in an acceptable outcome for the site and appropriately integrates with other developing areas of Leopold was a central consideration for the panel.
27. The exhibited permit application was for a multi-lot subdivision into 196 lots across six stages. The proponent submitted a revised layout reflecting ongoing discussions between them and the City.
28. The revised plan submitted with this submission documents that the open space provision of unencumbered land is 8.8 per cent with encumbered land being 6.58 per cent. The shortfall between the proposed provision and the 10 per cent requirement under Clause 53.01. This will need to be paid in cash as outlined in condition 37 of the draft planning permit.
29. In considering the submissions, Council was generally supportive of the changes in the revised plan (Council report 28 September 2021) however noting the need to make several adjustments:
  - site lines for pedestrians/cyclists crossing from around the south eastern edge of the proposed one hectare local park need further work;
  - the apex of the bend in the road may require some 'smoothing' so that crossing on a road bend is avoided;
  - there is incomplete integration with the Mollers Lane area on the eastern side, in that there is a road connection planned from Mollers Lane into the Ash Road area with no commensurate road in Revision 18;
  - the eastern most north-south road connection to the property at 73-85 Ash Road needs to be moved eastward, closer to Mollers Lane to remove a potential long court bowl on that property;

- the plan needs to demonstrate that all services can be accommodated within the road verges adjacent to the open space;
  - sediment drying areas need to be provided in encumbered open space outside of the 1 in 100 year flood (Q100 extent<sup>12</sup>);
  - consideration is required to avoid a long length of side paling fences along the northern side of the encumbered drainage reserve/corridor, this could be addressed through unit development access from the adjoining north-south side minor streets; and
  - clarification is required on the subterranean pipe works in the proposed 1 hectare park.
30. The 5 metre wide strip of land around the perimeter of the retention basin outside the 1:100 flood level was identified as unencumbered open space by the proponent. With roads surrounding the drainage reserve on most sides, the City considered that maintenance of this strip was questionable. Removal of it was supported noting that it would result in a small shift of the plan.
31. In response, the proponent tabled a Revision 18 of the subdivision layout to the panel. This mostly included the changes sought by Council. The lot yield increased to 208 lots reducing the average lot size from 508 square metres to 482.
32. The Mollers Lane developers opposed the proposed planning permit and subdivision layout on the grounds that:
- did not demonstrate it would appropriately integrate with the land to the east that has approval for subdivision;
  - was substantially incomplete and did not include the detail required to support subdivision of the land;
  - did not accord with the planning permit requirements for the subdivision in the General Residential Zone; and
  - was inconsistent with DDO46 because it did not:
    - demonstrate integration with the Mollers/Parker land;
    - provide a range of lot sizes and densities to encourage the provision of a variety of housing types; and
    - provide a pedestrian/cycle network that encourages safe walking and cycling access throughout the area and connects areas of open space.
33. The panel noted that other submissions expressed concerns regarding over-development, road treatments, inconsistent open space and subdivision connectivity, and the preference for small acreage lots. Supporting submissions noted that this conventional residential development was planned for and appropriate in Leopold.



Revised Subdivision Layout - Revision 18

34. Panel Conclusion: The panel supports the continued residential development of this part of Leopold in accord with the structure plan.
35. The panel considered that the subdivision layout in Revision 18 was an acceptable outcome for the permit site, noting future refinements in accordance with the permit conditions as more detailed planning progresses on civil infrastructure.
36. The overarching Council policy requirement of 15 dwellings per hectare is met in Revision 18, with the panel commenting that the retained two 'existing home lots' could be further subdivided in the future if and when the owners are ready to develop their land.
37. The subdivision layout provides for an appropriate integration with existing and other developing areas of Leopold.
38. City Response: The City supports the revised subdivision layout as shown in Revision 18. It includes the road connections into Mollers Lane area to properly integrate the two developments.

#### **Issue – Traffic and Access**

39. The key issues to be considered by the panel on traffic and access were the length of the right turning lane at the Bellarine Highway-Ash Road intersection and whether development would result in additional traffic in the south Leopold area causing adverse impacts to existing residents.
40. The Department of Transport (DoT) submission sought the planning permit to include a condition that the length of the turning lane to be extended to 195 metres, and this was keenly contested by the proponent. Their expert traffic evidence was that an extension to 120 metres (inclusive of the 25-metre taper) was adequate to cater for the additional traffic generated by future development of the amendment land. Following the presentation of this expert traffic evidence during the hearing, DoT reconsidered the matter and advised the panel that a shortened length of 130 metres (inclusive of the taper) would be adequate.
41. Some objecting submitters held concerns about the impact of 7,000 to 8,000 additional vehicles per day in Ash Road and the local area would be detrimental to amenity and road safety.
42. The panel accepted the opinion of the expert traffic evidence that the predicted additional volume of traffic can be accommodated by the local road network and the proposed upgrade to Ash Road. The east-west connector routes across the amendment land between Melaluka Road and Mollers Lane will be critical, especially the east-west route via Walkers Road and Estuary Boulevard. The panel commenting that this will be crucial to be established prior to the final stages of both the Ash Road east and Mollers Lane developments being completed.
43. The panel has commented that further detailed design of the location and alignment of the southern connector road where it crosses the boundary between the Ash Road and Mollers Lane development areas may be required at the final approval stage to ensure sight lines and good traffic management outcomes for the future bus route and pedestrian crossing.
44. Panel Conclusion: Having considered the submissions and evidence, the panel concluded that the length of the turning lane at the highway-Ash Road intersection should be 130 metres inclusive of a 25 metre taper as determined by DoT which is a determining authority.

45. The panel also concluded that an increase in traffic in Leopold is inevitable as it is a designated growth area but it will be manageable.
46. City Response: The City supports the panel recommendation for a 130 metre length of the turning lane at the highway intersection. This is to be funded by the development through the Section 173 Agreement and is included as a condition in the planning permit for adoption. The City concurs with the panel comments on traffic increases being managed in the growth area.
47. Final design consideration will be given to the alignment of the southern connector road as commented by the panel. The road connectivity between the two development areas of Ash Road east and Mollers Lane is aligned through Revision 18 to the subdivision layout and changes to the draft planning permit.

#### **Issue – Drainage and Stormwater**

48. Drainage and stormwater issues were the most contested matters during the hearing. The panel has considered the key issues of whether the proposal complies with the catchment and storm water planning clauses of the planning scheme, whether an updated Storm Water Management Plan (SWMP) is required and whether potential downstream impacts upon the Mollers Lane development have been adequately considered.
49. The Mollers Lane developers had expressed concern in their submissions and to the panel at the hearing that the proposed amendment and planning permit lacked the required detail to ascertain the potential impact upon its land, with particular concern about the civil design of the drainage basins and adjoining connector road, afflux (flooding) on their areas of open space and development, and drainage to the north east of the amendment land.
50. Council and the Mollers Lane developers acknowledged that drainage in the northeast corner of the amendment land generally flows in a north to eastly direction and that these flows could impact upon the Mollers Lane development if not addressed in the Ash Road east SWMP. The options considered to deal with this flow are direction into the Mollers Lane development, or alternatively, piped southwards into the drainage basins to be developed in the Ash Road development. It was agreed that these can be dealt with when the SWMP is updated. The addition of a requirement in the DDO for the SWMP to deal with this has been supported by the parties and the panel.
51. The SWMP considered the proposed Ash Road east drainage assets together with the approved Mollers Lane development drainage assets and were shown to function efficiently with a 1 per cent annual exceedance probability (AEP) peak discharge rates to be kept at or below existing conditions. The proposal demonstrates that the proposed drainage basins were appropriate and together with the Mollers Lane infrastructure, would work well as an overall system. The panel noted that the CCMA has agreed to piping of the waterway in this circumstance, provided best practice environmental management guidelines were exceeded and that piping did not represent a decrease in storm water treatment.
52. This would be supplemented by a linear drainage reserve for storm water runoff from the upstream catchment piped under the open space linkage and road reserves to avoid encumbering open space. Delivery of the drainage infrastructure would be developed across the five stages of the subdivision of the permit land.
53. The CCMA recommended that a volume reduction be explored further, as any increased freshwater flows into Lake Conneware have been identified as a threat to the RAMSAR listed wetlands. CCMA also recommended an assessment of the freeboard for the retention basin under increased rainfall intensity predictions to the year 2100 and that a

300mm freeboard be provided. The expert evidence stated that the CCMA requirements can be met through implementation of the SWMP design and that the proposed mitigation elements and water sensitive urban design mean any downstream impacts on Lake Connewarre are minor.

54. The panel considered that both projects would benefit from discussion and design collaboration to ensure that the drainage basin design on the permit land was optimised to the benefit of both developments. At the end of the second hearing day the panel suggested that Council, the proponent and the Mollers Lane development representatives meet to try and reconcile the differences on the drainage and storm water issues. This subsequently took place and an agreed statement provided to the panel. On the final hearing day, the Mollers Lane developments confirmed that it would no longer be pursuing matters regarding the location of the retention basins subject to the inclusion of conditions 4f and 4g in the final permit.
55. The two parties committed to continue to work together on this design into the future and have done so, including the City as a participant.
56. Panel Conclusion: Having considered the submissions and evidence, the panel concluded that there will be no adverse storm water or drainage impacts from the proposed development on the Mollers Lane residential area and that the proponent should update the SWMP to reflect the subdivision layout as part of its permit obligations.
57. The panel is satisfied that the changes to the DDO and planning permit will provide appropriate controls for dealing with storm water flow in the northeast of the amendment area.
58. The panel is satisfied that the final civil design will need to be undertaken collaboratively with the Mollers Lane development and that the freeboard provision in the proposed retention basin to accord with the CCMA's recommendation is included as a new permit condition.
59. The panel concluded that the underground piping of the drainage would be a positive outcome for the linear open space to remove the encumbrance and produce more useable open space.
60. City Response: The City supports the change to the DDO to ensure that the SWMP considers the management of the drainage flow in the north eastern corner of the amendment area.
61. An updated SWMP will be required as part of the consideration of the final plans under the planning permit.
62. The City continues to have discussions with both the Ash Road east and the Mollers Lane developers to deliver the storm water drainage system and downstream outfall to meet the needs of both developments.

#### **Issue – Public Open Space**

63. On this matter, the panel has considered whether the provision of public open space is adequate and if the reconfiguration in Revision 18 subdivision layout results in an acceptable outcome.
64. The panel noted that the exhibited subdivision plan provided for a lineal area of open space running diagonally across the site from its northwest boundary to the drainage basin in the southeast. This space would be wide enough for various recreation pockets and opportunities, but not in a form that would allow for more structured activity such as a small oval or ball court spaces. The City submitted to the panel that changes were sought to be made to that plan to enable a larger single area of open space in the order

- of a rectangular one hectare at the northwest corner of the permit land and to ensure the allocation of open space was appropriately designed as unencumbered space.
65. The exhibited plan provided for a five metre wide open space strip around the perimeter of the drainage basin on the permit land, which sat as a buffer to the 1 in 100-year flood inundation line.
  66. The Revision 18 of the subdivision layout responded primarily to Council's objective of achieving a regular shaped one hectare park, embellished with relevant infrastructure, and a lessened long, narrow reserve that has limited recreational/open space function. This larger open space would be adjacent to Ash Road and in a location where strands of existing trees in good arboricultural condition could be retained.
  67. The panel has noted that further revised landscape plans would be submitted for Council's approval prior to works commencing for each relevant stage of the subdivision, as required by condition 19 of the draft permit, and that any changes to the landscaping concepts illustrated in the Landscape Greater Geelong Planning Scheme Amendment C391ggee and Planning Permit Application PP39/2019 Masterplan would be made to account for the final subdivision plan endorsed in accordance with condition 1.
  68. The proponent's submission was that Revision 18 removed the five metre wide strip from the perimeter of the drainage basin, as this issue was no longer in contention. As a result of the changes, the amended plan proposed 6.1 per cent unencumbered land and 5.81 per cent encumbered land. The proponent acknowledged Council would require the shortfall between unencumbered land and the 10 per cent requirement under clause 53.01 to be paid cash, as secured by condition 39 of the draft permit.
  69. The Mollers Lane developers submitted that the width of the exhibited linear reserve would be approximately 30 metres in total, which it contended, was inconsistent with Council and CCMA requirement for its adjacent development. It suggested this should be increased to provide an improved integrated landscape response with land to the east. They further opposed that there was a requirement to provide 10 per cent unencumbered open space contribution as being inconsistent with Council's response to the provision of open space to its development, which required over 10 per cent unencumbered open space.
  70. Panel Conclusion: The panel has commented that the agreement of the proponent to meet the 10 per cent of Net Developable Area (NDA) requirement or pay Council a cash contribution for any shortfall in the final layout outcome is a matter that Council can finalise after the detailed design stage.
  71. The panel makes no comment on whether this matches or is consistent with the arrangements reached for the Mollers Lane development permit. The panel considers a higher degree of consistency should be achieved across the various residential developments in south Leopold, notwithstanding that public open space is used by its local residents and by others external to south Leopold.
  72. The panel commented that the one hectare area of the local park sought may not be optimal, if the park is used for structured sport (rather than passive) recreation purposes. The panel noted that Council has sought the park be delivered in stage one of the subdivision development. Seeking an area larger than one hectare may be being influenced by the current availability of public open space to the west of the subject site. A series of linked smaller discrete park areas might produce environments that are more conducive to passive recreation. This would assist in establishing the areas of significant vegetation plantings envisaged in the Landscape Masterplan, for example trees and shrubs.

73. The panel considered that the most appropriate planning outcome for the residents should be for the 10 per cent minimum NDA requirement to be achieved entirely within the permit land area, and not be offset by a cash contribution by the proponent. The panel made no comment on whether this is equitable compared with the Mollers Lane development as it is beyond the panel's remit.
74. Final calculations with respect to NDA will in part be influenced by the size and location of the detention basin in the southeast of the site. These are considerations at the detailed design stage, and the panel finds Revision 18 is generally in accordance with the Leopold Structure Plan and the SELFP, as well as the exhibited DDO46 Map 1.
75. The panel concludes that the Revision 18 is an acceptable outcome for the delivery and provision of public open space. The panel has also concluded that the 10 per cent of NDA should be physically delivered on land within the subdivision.
76. City Response: The City supports the revised subdivision layout Revision 18 reflecting the lengthy negotiations with the proponent and the achievement of gaining a fit for purpose one hectare park which is much more usable for a range of passive recreation activities than the long strip of space originally proposed. This space is not intended for structured sport recreation purposes – a concern for the panel. The sporting reserve on Melaluka Road within the Estuary Estate provides the location in the south of Leopold for structured sport/active recreation. There is potential that the community infrastructure contributions to be gained from this development will be put towards the pavilion at that reserve. The proposed one hectare park on the permit land is for local passive pursuits such as a children play area, dog walking etc and will likely feature some of the existing on site vegetation.
77. As a general proposition, the City agrees with the panel conclusion that best planning outcome is for the 10 per cent NDA requirement to be achieved within the permit land area rather than offset by a cash contribution. This has however been a long negotiated outcome and is permitted through the condition in the permit. Part land and part cash contributions are a legitimate practice and produce an acceptable planning outcome.
78. As part of their submission in response to exhibition of the amendment, the proponent's revised plan included an unencumbered open space provision of 8.8 per cent, fairly close to the 10 per cent requirement under clause 53.01 of the scheme. The shortfall was identified to be paid in cash as outlined in condition 37 of the exhibited draft planning permit. Subdivision layout Revision 18 has removed the five metre strip of 'unencumbered' open space around the perimeter of the proposed retention basin as supported by Council as it doesn't serve any useful passive recreation purpose. The impact of this removal is approximately 2 per cent which is higher than anticipated and will add to the shortfall to be paid in cash.
79. Further iterations of the subdivision layout to provide a series of linked smaller discrete park areas for environments more conducive to passive recreation as suggested by the panel are not supported. This would necessitate considerable change to the layout and impact on the work that has and continues to be done on the design of the civil works for the drainage and stormwater infrastructure. There is no requirement in the panel preferred version of the planning permit to make this change.
80. The City notes the panel conclusions that the final calculations for the NDA will be partly influenced by the detention basin design which will be undertaken at the detailed design stage.
81. The design response for the Ash Road east area differs to that in the Mollers Lane area. Treatment of the waterway is via a piped response freeing up the need to have an expansive lineal space along its length.

**Issue – Native Vegetation**

82. The issue considered was whether the removal of native vegetation and associated habitat is appropriate and will be appropriately offset. Some submissions expressed concerns regarding the environmental impact of the rezoning and development on the local environment.
83. The Biodiversity Assessment Report (BAR) in support of the amendment and application noted that biodiversity offsets would be required for the removal of native vegetation equating to 0.278 hectares. The report identified that the offset will be 0.053 General Habitat Units, with a minimum Strategic Biodiversity Score of 0.368 and are to be located within the Corangamite catchment or City of Greater Geelong area. The BAR raised no concern about the rezoning and development of the land but included recommendations such as removal of noxious weeds, offset requirements, and a construction environmental management plan.
84. There was a difference in the Native Vegetation Removal Report (NVR) originally submitted with the application and the updated BAR that was included with the exhibited amendment documents. The City submitted that the condition in the exhibited permit was based on the most recent NVR, with the correct figure for offsets contained in permit condition 61.
85. The BAR did not record the presence of the Growling Grass Frog (GGF) at the study area although identified potential moderate to high habitat within the existing dam and drainage lines. There were few records of the GGF in the vicinity and that a referral under the EPBC Act 1999 (Commonwealth) was not required.
86. Panel Conclusion: The panel considered the amount of native vegetation offset required for the subdivision of the permit site and whether the level proposed was based on the most recent Native Vegetation Removal Report. The panel concluded that the native vegetation removal offsets should comprise 0.053 General Habitat Unit with a minimum biodiversity score of 0.368.
87. City Response: The City concurs with the view of the panel and this is required in the planning permit.

**Issue – Soil Contamination**

88. The panel considered whether the asbestos contamination identified at 143-155 Ash Road requires an Environmental Audit Overlay (EAO) to be applied.
89. The panel commented that the environmental sustainability assessment has identified the level of contamination at 143-155 Ash Road being specifically fragments of compressed cement sheet and was of low potential for contamination. The panel noted Council's submissions that clean up works were being undertaken, and a further environmental sustainability assessment would be required under the DDO46.
90. The gazettal of the *Environment Protection Act 2017* requires the environmental sustainability assessment to be updated to accord with the updated framework governing site audits and the new form Planning Practice Note 30.
91. Panel Conclusion: The panel concluded that the low level of asbestos containing material at 143-155 Ash Road does not require the application of an EAO.
92. The environmental sustainability assessment within the Coffey Contamination Report will need to be updated to accord with the updated framework governing suite audits and the revised Planning Practice Note 30.
93. City Response: The City accepts the conclusion of the panel.

94. The proponent has updated the Coffey Contamination Report to accord with the Practice Note 30 and submitted this to the City. This will be provided to DELWP as part of the package of documents in support of the request for approval of the amendment.

**Issue – The Planning Permit**

95. As part of its review, the panel considered whether a planning permit should issue, and if so, the conditions that pertain to it.
96. There was considerable discussion during the hearing about the permit conditions between the three key parties (Council, the proponent and the Mollers Lane developers). Without prejudice discussions were held by the parties at the end of the hearing to work through points of difference, including conditions related to storm water management, amended plans, changing the right turn lane approach to Ash Road from Bellarine Highway from 120 to 130 metres and CCMA & Barwon Water requirements. The panel was provided with updated conditions from this discussion, which the panel adopted.
97. Panel Conclusion: The panel considered that the permit should be granted as outlined in its report. It is consistent with the policy intent of the Planning Scheme and will develop the new growth area in Leopold.
98. City Response: The City accepts the panel version of the report and this is included in **Attachment 3** to the Council adoption report.

## Extract – Executive Summary from C391ggee Panel Report

Greater Geelong Planning Scheme Amendment C391ggee and Planning Permit Application PP39/2019  
[Panel Report] 17 December 2021

### Executive summary

Leopold is a district town within the City of Greater Geelong that has been designated as an area for limited residential growth since the early 2000s. The Leopold Structure Plan was approved and included in the Greater Geelong Planning Scheme in 2011, it was updated in 2013 and has guided its residential development since that time.

This Amendment seeks to rezone land in the south-east quadrant of Leopold from the Farming Zone to General Residential Zone Schedule 1 to provide for conventional residential development in one of the last pockets of land to be developed within the Leopold settlement boundary. In addition, a planning permit application is sought to subdivide the land into approximately 206 lots, and to remove a small portion of native vegetation as well as some easements.

From the public exhibition process, 29 submissions were received, some in support, others in objection and some making various comments about the Amendment and/or the permit application. A three day Panel Hearing was held to consider the Amendment, planning permit application and issues raised, to hear from submitters and to provide advice to the Council about the proposal.

The Panel heard from Council, the Proponent and two neighbouring property owners (one representative for both). While no individual sought to be heard, the Panel has reviewed all submissions and has considered all relevant issues in providing its advice to Council.

The key issues to be reconciled relate to the layout and impact of the proposed subdivision on existing stormwater and drainage; traffic; the size and location of the public open space; vegetation loss and potential for contamination. Some submitters did not want further residential development in Leopold, but from a policy perspective, the proposal is consistent with State and local policy and more particularly, the Leopold Structure Plan 2013.

The Panel considers the Amendment is well founded, strategically supportable and that subject to conditions, the Amendment should be approved, and a planning permit should issue.

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

1. Adopt Amendment C391ggee to the Greater Geelong Planning Scheme, as exhibited subject to:
  - a) Adopting Design and Development Overlay Schedule 46 as amended (Document 77) and modified as follows:
    - Amend the last dot point under Stormwater Management of Clause 3.0 Subdivision to read *“Subdivision of the land at 73-85 Ash Road should have regard to the need to accommodate the drainage of the northern catchment”*.
2. Issue Planning Permit PP39/2019 for the multi-lot subdivision of 87-101 and 103-127 Ash Road, Leopold, the removal of native vegetation and the removal of easements, subject to the revised permit conditions contained in Appendix D.

**ATTACHMENT 2 – AMENDMENT FOR ADOPTION**

*Planning and Environment Act 1987*

**GREATER GEELONG PLANNING SCHEME**

**AMENDMENT C391ggee**

**INSTRUCTION SHEET**

The planning authority for this amendment is 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 map sheets.

**Zoning Maps**

1. Amend Planning Scheme Map No.69 in the manner shown on the one attached map marked "Greater Geelong Planning Scheme, Amendment C391ggee".

**Overlay Maps]**

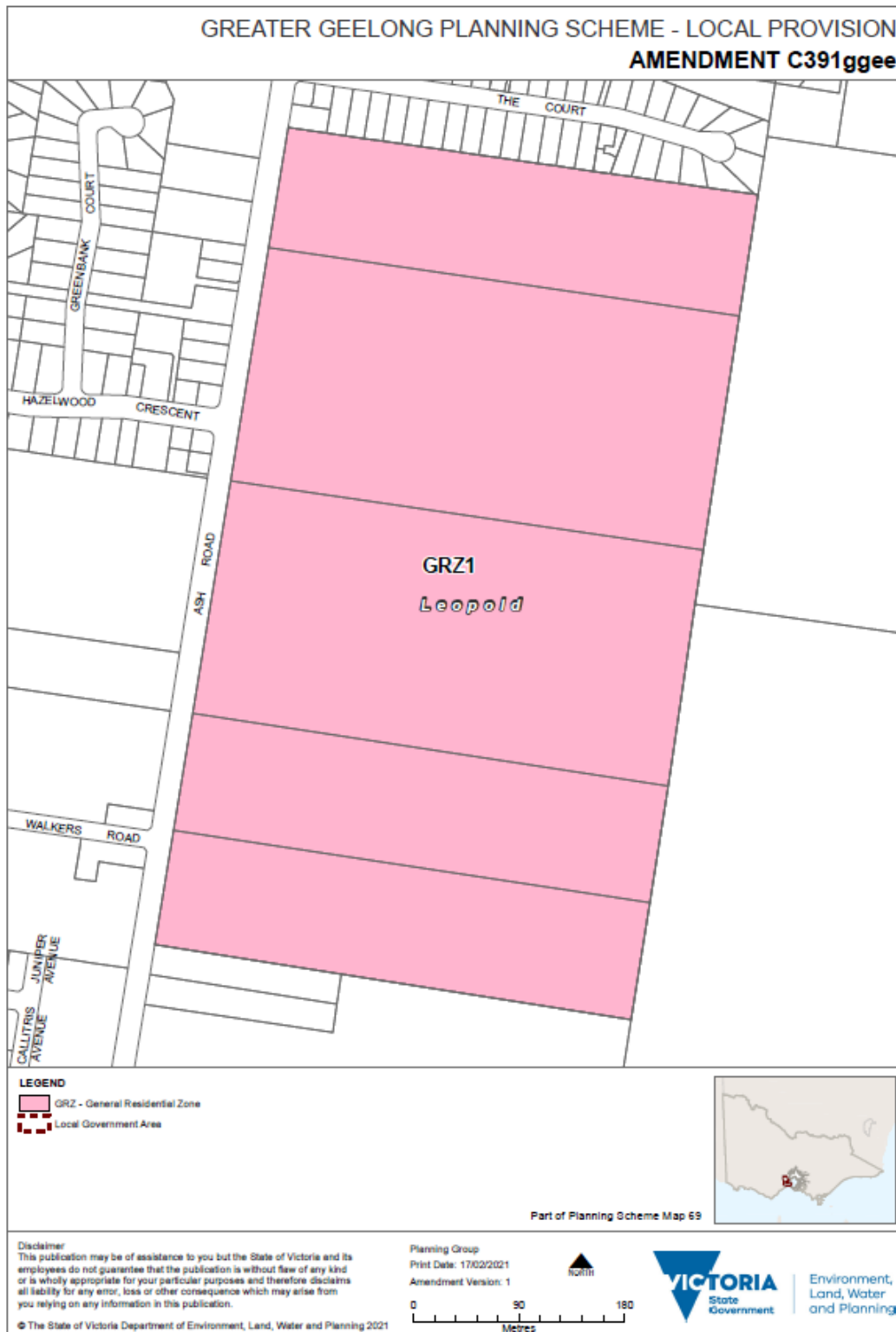
2. Amend Planning Scheme Map No 69DDO in the manner shown on the one attached map marked "Greater Geelong Planning Scheme, Amendment C391ggee".

**Planning Scheme Ordinance**

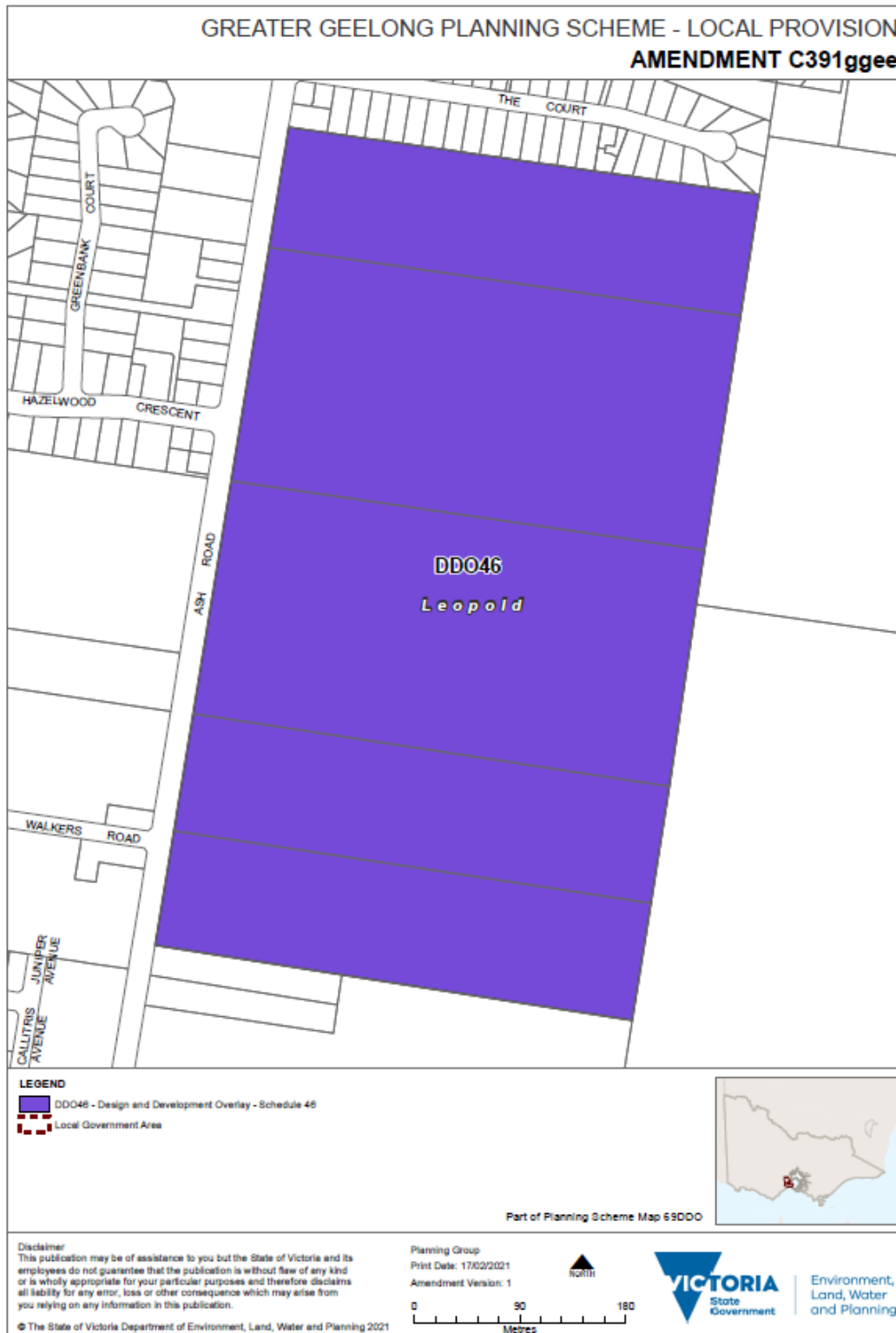
The Planning Scheme Ordinance is amended as follows:

3. In Overlays – Clause 43.02, insert a new Schedule 46 in the form of the attached document.

End of document



002



## GREATER GEELONG PLANNING SCHEME

~~Proposed C391ggee~~ **SCHEDULE 46 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY**  
Shown on the planning scheme map as DDO46.

**ASH ROAD (EAST), LEOPOLD****1.0 Design objectives**~~Proposed C391ggee~~

- To implement the Ash Road (East) Outline Development Plan as attached to this schedule and facilitate the orderly and integrated residential development of the area.
- To create a safe and integrated road network that provides two east-west connector roads between Ash Road and the Mollers Lane growth area.
- To provide a shared pathway network and on-road bicycle links that establish safe and interconnected walking and cycling routes.
- To ensure local parks are conveniently located and provide connections between areas of open space.
- To ensure best practice stormwater management and water quality treatment to prevent any adverse impact on downstream areas, in particular on Lake Connewarre and the Mollers Lane growth area.
- See 43.02-1 for relevant provisions.

**2.0 Buildings and works**~~Proposed C391ggee~~

A permit is not required to construct a building or construct or carry out works or construct a fence.

**3.0 Subdivision**~~Proposed C391ggee~~

A permit to subdivide land must meet the following requirements:

**General**

- Subdivision should be generally in accordance with Map 1 to this schedule - Ash Road (East) Outline Development Plan 2021 unless otherwise agreed by the Responsible Authority.
- Subdivision should demonstrate integration with the land to the east, known as the Mollers Lane land.
- Subdivision should 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 should generally support the efficient delivery of service infrastructure and road connections.
- Subdivision design should provide a range of lot sizes and densities to encourage the provision of a variety of housing types.
- Subdivision design should provide a pedestrian/cycle network that encourages safe walking and cycling access throughout the area and connects areas of open space.

**Stormwater Management**

- Subdivision should 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 City of Greater Geelong Design Notes.
- A stormwater management system should be designed to ensure that:

#### GREATER GEELONG PLANNING SCHEME

- no adverse impacts to any surrounding land, upstream or downstream including to Lake Connewarre.
- 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.
- Easements should be created, widened and/or realigned as necessary to ensure adequate provision for pipe-laying and maintenance, and identification of overland flow paths, both within the development area and to external affected land.
- The design of the retarding basins should have sufficient land area set aside for heavy vehicle access and sediment drying, and measures to mitigate mosquito breeding in accordance with best practice guidelines.
- Subdivision of the land at 73-85 Ash Road should have regard to the need to accommodate the drainage of the northern catchment.

#### Traffic and Pedestrian Movements

- Subdivision design should provide a movement network that:
  - promotes a high degree of safe internal permeability for a variety of transport modes, including the provision of two east-west connector roads; one generally located in the north and one across the south of the area. The northern most connector road should generally align with the existing Barwon Water pipeline easement. The southern connector road must connect with the intersection of Ash Road and Walkers Road. Both connector roads must seamlessly connect across into the Mollers Lane area.
  - provides an integrated and continuous network of safe and convenient footpaths and shared paths.
  - enables the integration of the road, pedestrian and cycle network to the east into the area known as the Mollers Lane area.

#### 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.
- Shared pathways of 2.5 metres width should be provided to facilitate future pedestrian/cycle connections between Mollers Lane and Ash Road and between areas of open space.
- Subdivision should provide for open space and local parks generally as shown in Map 1 in this schedule.
- Subdivision should provide for open space to connect to the open space within the Mollers Lane area to the east.
- Public open space and drainage reserves should be interfaced by roads on at least three sides.

#### Environmental Management

- Subdivision should include the retention, where possible, of some existing vegetation in future road reserves and/or open space reserves for landscape, amenity and biodiversity value.
- An application for the subdivision of the land at 143-155 Ash Road, Leopold must be accompanied by the following information to the satisfaction of the Responsible Authority:
  - An environmental audit statement under Part 8.3 of the Environment Protection Act 2017 must be issued stating that the land is suitable for the sensitive use and land subdivision.

#### 4.0

Proposed C301ggee

#### Signs

None specified.

**GREATER GEELONG PLANNING SCHEME**

See 43.02-4 for relevant provisions.

**5.0 Application requirements**

~~43.02~~  
Proposed C391ggee None specified.

**6.0 Decision guidelines**

~~43.02~~  
Proposed C391ggee The following decision guidelines apply to an application for a permit under Clause 43.02, in addition to those specified in Clause 43.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- Whether the subdivision design is generally in accordance with the Ash Road (East) Outline Development Plan 2021.

GREATER GEELONG PLANNING SCHEME



See 43.02-6 for relevant provisions.

**ATTACHMENT 3 – PLANNING PERMIT FOR ADOPTION**

**Panel recommendation for adoption**

**Permit No. PP-39-2019**

**PLANNING PERMIT GRANTED UNDER SECTION 96I OF THE PLANNING AND ENVIRONMENT ACT 1987**

**Planning Scheme Greater Geelong Planning Scheme**

**Responsible Authority Greater Geelong City Council**

**ADDRESS OF THE LAND 87-101 & 103-127 ASH ROAD, LEOPOLD**

**THE PERMIT ALLOWS MULTI LOT STAGED SUBDIVISION, REMOVAL OF NATIVE VEGETATION, AND REMOVAL OF EASEMENT(S) GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS**

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

**Amended Plans**

1. Prior to certification for the first stage of the subdivision, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans submitted with the application (Revision 15 dated 28 October 2020) and the maps shown in the Design and Development Overlay – Schedule 46 and 43, but modified to show:
  - a) A one hectare Northern Open Space Reserve which is of suitable dimensions (broadly square or rectangular with sides no greater than 2:1);
  - b) Identify areas of encumbered and unencumbered open space. This should be shown on the map and also include a land use budget to demonstrate compliance with 10% unencumbered open space provision. Linear Links should not be included as unencumbered open space;
  - c) Provision of an off road connection (direct, shared path or other format) to the southern local park shown as part overall open space network;
  - d) Consistency with approved house lot retention subdivision layouts of PP-261-2020 and 263-2020;
  - e) Lot numbers.

**Endorsed Plans**

2. The layout and site dimensions of the proposed subdivision as shown on the endorsed plan(s) shall not be altered or modified without the written consent of the Responsible Authority. There are no requirements to alter or modify the endorsed plan if a plan is certified under the provisions of the Subdivision Act 1988 that is generally in accordance with the endorsed plans.
3. Unless otherwise approved in writing by the Responsible Authority, the subdivision must be staged in accordance with the endorsed staging plan.

Date Issued:

Signature of the Responsible Authority: -----

Planning and Environment Regulations 1988

**Engineering Conditions****Stormwater Management Plan and Outfall Impact Assessment**

4. Prior to the lodgement of the Functional Layout Plan for the first stage of subdivision, an updated *Ash Road East Stormwater Management Plan* and *Ash Rd Development - Flows to Lake Connewarre Impact Assessment* for the South East Leopold Growth Area must be submitted and approved by the Responsible Authority. The assessment must include but not be limited to an assessment of:
- a) the adopted ultimate stormwater management plan for Mollers Lane development PP-1463-2016, approved by the City of Greater Geelong;
  - b) any interim stormwater measures approved;
  - c) the constructed outfall infrastructure to Lake Connewarre;
  - d) a stormwater strategy design response to the ultimate stormwater management plan and constructed assets;
  - e) recommendations of the Corangamite Catchment Management Authority and their conditions of this permit;
  - f) siting and design of stormwater basins and associated civil works to demonstrate:
    - i. that they do not have an adverse impact on land at 92-120 Mollers Lane, Leopold and provide for appropriate connectivity and integration;
    - ii. no potential downstream detrimental impacts on the creek system and loss of land set aside for public open space and residential development at 92-120 Mollers Lane, Leopold; and;
    - iii. that the siting and design of stormwater basins do not impact on the east-west road design that will cause impact to the orderly development of land at 92-120 Mollers Lane, Leopold.
  - g) An analysis of the impact of any additional stormwater volumes on the waterway at 92-100 Mollers Lane to determine whether any additional mitigation and alteration measures will be required;

The assessment must be submitted to and approved by the Responsible Authority, to the satisfaction of the Responsible Authority.

**Creation of Restriction on Title**

5. Unless otherwise approved in writing by the Responsible Authority, prior to works commencing, a Plan of Subdivision must be submitted and approved by the Responsible Authority under Section 35 of the Subdivision Act 1988, creating restrictions on Lots (to be identified). The restrictions must benefit the reserve lot and burden the residential lots and dictate that boundary fences abutting the open space must be no more than 1.2m in height for the first 6m from the lot frontage, and no higher than 1.8m for the balance.

Unless otherwise approved in writing by the Responsible Authority, the plan of subdivision creating the restrictions must be registered with Land Victoria within 60 days of planning approval by the Responsible Authority and all associated costs and compensation are at the landowners expense, or there must be an agreement in writing to the satisfaction of the Responsible Authority which secures its creation prior to commencement of works.

**Creation of Reserve on 129-141 Ash Rd – Prior to Commencement of Works**

6. Unless otherwise approved in writing by the Responsible Authority, prior to works commencing, a Plan of Subdivision must be submitted and approved by the Responsible Authority under Section 35 of the Subdivision Act 1988, creating a reserve for drainage purposes on 129-141 Ash Road generally in accordance with the endorsed subdivision plan and in favour of the City of Greater Geelong, at the landowners expense.

Unless otherwise approved in writing by the Responsible Authority, the plan of subdivision creating the reserve must be registered with Land Victoria within 60 days of planning approval by the Responsible Authority and all associated costs and compensation are at the landowners expense, or there must be an agreement in writing to the satisfaction of the Responsible Authority which secures its creation prior to commencement of works.

**Engineering Plans Required**

7. Prior to the commencement of site works for any stage of the subdivision, the developer is required to submit detailed road and drainage construction plans for that stage to the Responsible Authority for approval. The plans shall include details of pits and pipes sizes, finished and existing surface levels, location of appropriate easements, detention basin(s) including any required drainage reserves, water quality treatment and connection to the legal point of discharge. The Consulting Engineer must show that the design for the drainage system

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Responsible Authority: -----

Planning and Environment Regulations 2015

complies with the requirements of the Infrastructure Design Manual (Local Government Infrastructure Design Association, Version 5.30, March 2020, or as amended from time to time) and any other relevant standards.

The plans must include, but not limited to:

- a) The stormwater drainage system on the site must be designed such that stormwater run-off exiting the land meets the current best practice performance objectives for stormwater quality as follows:
  - i. 80% retention of the typical annual load of suspended solids;
  - ii. 45% retention of the typical annual load of total phosphorous;
  - iii. 45% retention of the typical annual load of total nitrogen; and
  - iv. 70% retention of the typical annual load of gross pollutants.
- b) Site run-off shall be limited to equivalent pre-developed levels for rainfall events up to and including the critical 1% AEP event, to the satisfaction of the Responsible Authority.
- c) Minimum finished surface levels on all lots must be 300mm above the relevant 1% AEP flood level.
- d) Detailed methodology for the removal of existing dams.
- e) Risk assessment of drainage structures, in accordance with relevant ANCOLD guidelines.
- f) Reference to Corangamite Catchment Management Authority recommendations and conditions of this permit;
- g) Construction of Ash Road including concrete kerb and channel, footpath, intersection treatments and sealed road pavement where it abuts the subject site, unless otherwise approved in writing by the Responsible Authority;
- h) Footpaths on both sides of roads unless otherwise approved in writing by the Responsible Authority;
- i) All footpath treatments showing DDA compliance at all designated crossing points;
- j) Suitable road reserve cross sections to convey major drainage flows;
- k) Turning areas suitable for the safe and efficient turning of service and emergency vehicles;
- l) Construction of an east-west connector road that demonstrates road network integration and no detrimental impacts on the subdivision of land at 92-120 Mollers Lane, Leopold.

#### Note

1. Detailed Road and Drainage Design Plans for any stage that result in flood levels on existing properties being adversely affected by the proposed works will not be approved for construction.

#### Prior to Certification - Easements

8. Any plan of subdivision submitted for certification must include all easements deemed necessary to protect existing or future drainage lines within the subject site, and any easements required between the subject site and the nominated legal point of discharge must be created in favour of the City of Greater Geelong to the satisfaction of the Responsible Authority.
9. Unless otherwise approved in writing by the Responsible Authority, prior to certification of each relevant stage of the Plan of Subdivision, the following easements and/or reserves must be created and registered with Land Victoria, or there must be an agreement in writing to the satisfaction of the Responsible Authority which secures their creation:
  - a) Drainage easements and/or reserves as required by the land use between the subject site and the outfall at Lake Connewarre that demonstrates no adverse impacts to receiving waterways;
  - b) Carriageway easements on adjoining land where required to facilitate the construction of drainage infrastructure and works;
  - c) Carriageway easements in favour of relevant authorities where access to assets is required;
  - d) Carriageway easement over any private property that is required to facilitate a vehicle turnaround area for waste services/fire services and to create the Temporary Hammerhead Turnaround at the dead end of a street or streets. The use of private property driveways to create a hammerhead is acceptable and must be approved by the Responsible Authority unless other options are agreed to and approved by the Responsible Authority. The Temporary Hammerhead Turnarounds of each stage must be maintained by the applicant until the connecting road network is completed and the kerbside collection trucks can undertake all collections in a forward motion.

All to the satisfaction of the Responsible Authority.

#### Local Area Traffic Management and Road Name Plan

10. Unless otherwise approved in writing by the Responsible Authority, prior to the lodgement of Functional Layout Plans for Stage 1:

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Responsible Authority: -----

Planning and Environment Regulations 2015

- a) A Local Area Traffic Management (LATM) Plan must be developed with Council's Traffic Development Engineer's and submitted to and approved by the Responsible Authority. The LATM treatments may include, but not limited to: traffic management devices, modified intersection priorities, indented car parking, signage, linemarking, and vehicle crossing locations. All treatments shown on the LATM Plan on subsequent construction plans for each stage must be consistent with the approved LATM Plan.
- b) When the LATM plan has been finalised, a Road Naming Plan must be developed with Council's Traffic Development Engineer's and submitted to and approved by the Responsible Authority. The Road Naming Plan must respect the LATM plan and the *Naming Rules For Places in Victoria* document. Pre-approved road names and descriptors shall be applied to a color-coded length of road on the Road Naming Plan. All road naming on subsequent plans of subdivision for each stage must be consistent with the approved Road Naming Plan.

All to the satisfaction of the Responsible Authority.

### Road Names and Signs

11. Prior to the development of the Road Naming Plan and lodgement of the Functional Layout Plan for Stage 1, the permit holder must provide a list of all proposed road names within the subdivision for approval by Council's Properties and Valuations unit. The permit holder must provide and place all relevant street signs and are consistent with the road names shown on all approved plans, to the satisfaction of the Responsible Authority.

### Functional Layout Plan

12. Unless otherwise approved in writing by the Responsible Authority, prior to works commencing for each relevant stage of the Plan of Subdivision, a detailed Functional Layout Plan for that stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must be in accordance with the Infrastructure Design Manual and submitted with the Design Engineers Checklist - Request for functional layout approval. Plans are to include:
  - a) Locations of High voltage cable routes, sub-stations and property/NBN services pits;
  - b) All Local Area Traffic Management items along with waste bin presentation plan, maintenance vehicle access points, maintenance vehicle access tracks, tree protection measures, footpaths and utility installations on or adjacent to public reserves.

All to the satisfaction of the Responsible Authority.

### Interim Works

13. The engineering construction plans must show with each stage the extent of any proposed interim measures associated with road, drainage or other infrastructure and must detail construction to a standard that achieves a functional design with no adverse external impacts and achieves an acceptable standard of aesthetics including landscaping and is maintainable in perpetuity, or until the next stage requires its removal, to the satisfaction of the Responsible Authority. The Responsible Authority may approve modifications to the execution of this requirement upon receipt of an application in writing that successive stages are to immediately follow on with construction and a guarantee that should this not occur within a prescribed time.
14. All temporary road connections to existing roads must be maintained by the landowner until the ultimate alignment is constructed, to the satisfaction of the Responsible Authority.
15. Prior to the commencement of site works for any stage of the subdivision, a Construction Environmental Management Plan (CEMP) must be submitted to and approved by the Responsible Authority. When approved this Construction Environmental Management Plan will form part of this permit. The plan will be reviewed and updated to include each stage of development. This plan must incorporate, but is not limited to, the following information:
  - a) Measures to protect all vegetation nominated to be retained;
  - b) A Traffic Management Plan with proposed access and routes of construction vehicles to and from the site must submitted and approved to ensure that no traffic hazards are created in and around the site;
  - c) An outline of requests to occupy public footpaths or roads, and anticipated disruptions to traffic on Ash Road and utility services – updated regularly to include copies of Consents, Notifications or MOUs from Authorities;
  - d) A dilapidation survey of authority assets within and immediately adjoining the site must be documented and reviewed prior to Practical Completion for each Stage.

Date Issued:

Signature of the  
Responsible Authority: -----

Planning and Environment Regulations 2015

- e) All appropriate control of site emissions during construction and the defects liability period;
  - f) A staging plan for all construction phases including indicative dates for commencement and completion;
  - g) Engineering assessment of assets that will be impacted on by construction and recommended techniques to minimise any adverse impact;
  - h) Details of actions to be implemented in the event of damage to abutting assets;
  - i) Details of where construction personnel will park; Planning and Environment Regulations 2015 - Form 9. Section 963
  - j) Lined and bunded concrete washout area
  - k) Designated Hydrocarbon filling area and spill kit
  - l) Hours/days of construction, including deliveries, that are consistent with applicable Environment Protection Authority (EPA) legislation/guidelines;
  - m) Phone numbers of on-site personnel or other supervisory staff to be contactable in the event of issues arising on site;
  - n) Details of site cleanliness and clean up regimes;
  - o) Location of material storage;
  - p) Dust suppression management;
  - q) Details of measures to be maintained during the housing construction phase of development to prevent sediment entering downstream drainage infrastructure.
16. The Construction Environmental Management Plan must include measures to ensure the following requirements are met:
- a) No polluted water and/or sediment laden runoff is to be discharged directly or indirectly into stormwater drains or watercourses during the construction period.
  - b) No polluted stormwater runoff from the development site shall impact upon the Lake Connewarre State Game Reserve Ramsar wetland.
  - c) Any construction stockpiles, fill and machinery must be placed away from those areas supporting native vegetation and drainage lines.
  - d) All vehicles, earthmoving equipment and other machinery must be cleaned of soil and plant material before entering and leaving the site to prevent the spread of weeds and pathogens.
  - e) Any other measures that are consistent with the following EPA publications: 'Environmental Management Guidelines for Major Construction Sites', 'Construction Techniques for Sediment and Pollution Control' and 'Doing it Right on Subdivisions'
  - f) Any other measures that are consistent with the following EPA publications: 'Environmental Management Guidelines for Major Construction Sites', 'Construction Techniques for Sediment and Pollution Control' and 'Doing it Right on Subdivisions'
- The CEMP must be prepared in accordance with the EPA — Guideline for Environmental Management, Doing it Right on Subdivisions, Publication 960, September 2004 and CCF Environmental Guidelines for Civil Construction, 2010.
17. All development and works must be carried out in accordance with the approved CEMP, to the satisfaction of the Responsible Authority.
18. All sediment and erosion measures must be fully implemented prior to the commencement of earthworks on the development site.

#### **Water Sensitive Urban Design (WSUD) Landscape Plans**

19. Unless otherwise approved in writing by the Responsible Authority, prior to works commencing for each relevant stage of the subdivision, plans which outline the WSUD landscaping elements must be submitted for the review of Council's Engineering Services and Environment Units and approved by the Responsible Authority. The plans must include, but are not limited to:
- a) Construction details of all water sensitive urban design elements including materials and plantings required for effective stormwater pollutant removal in accordance with the drainage design criteria specified in the conditions of this permit;
  - b) Planting and establishment schedule for all water sensitive urban design planting, including species and densities in accordance with the drainage design criteria specified in this permit;
  - c) Q10 and Q100 levels, and associated flow rates;
  - d) Details of existing and finished surface levels;

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- e) Construction and establishment methodology and associated staging of the WSUD works specific to the site, in accordance with relevant industry standards of the City of Greater Geelong to the satisfaction of the Responsible Authority;
- f) Design standards that meet the Growling Grass Frog Habitat Design Standards (DELWP 2017).

All to the satisfaction of the Responsible Authority.

#### **Water Sensitive Urban Design (WSUD) Landscape Works**

20. Unless otherwise approved by the Responsible Authority, prior to the issue of statement of compliance for the relevant stage, the Water Sensitive Urban Design works shown on the approved landscape plan must be carried out and completed to the satisfaction of the Responsible Authority.
- Practical Completion for the WSUD works can only be awarded when the ultimate landscape design is complete and subject to:
- a) Civil works within the treatment device being issued Practical Completion; and
  - b) Landscape works within the treatment device being completed; and
  - c) The final stage of the development draining to that treatment device is issued Statement of Compliance; and;
  - d) A relevant maintenance bond being in place for the planting works.
- A Practical Completion inspection is required and must be arranged by the permit holder with a two week notice period provided prior to onsite inspections. Any incomplete landscape works bond for WSUD will be returned on award of Practical Completion.

#### **Water Sensitive Urban Design (WSUD) Maintenance**

21. Unless otherwise approved by the Responsible Authority, Water Sensitive Urban Design works must be maintained in accordance with Council's Landscape Standards Manual (June 2013), or any replacement landscape standard guidelines or manual which may be adopted by the Council, to the satisfaction of the Responsible Authority until:
- a) The end of a period of no less than two (2) years from the date of Practical Completion of the landscaping unless otherwise agreed in writing by the Responsible Authority; or;
  - b) Statement of Compliance is issued for the final stage of the development draining to that treatment device; whichever is the latter.

A Handover inspection is required and must be organised by the permit holder with a two week notice period provided prior to onsite inspections. No handovers will be accepted during summer months from 1 December to 29 February inclusive. Any landscape maintenance bond for WSUD will be returned on award of Handover.

#### **Completion of Earthworks**

22. At the completion of the bulk earthworks and at the completion of the works for each stage, all disturbed areas must be hydro mulched with an approved seed to the satisfaction of the Responsible Authority to suppress dust and minimise erosion, unless otherwise approved in writing by the Responsible Authority.
- During the construction phase of the development, the following conditions must be met to the satisfaction of the Responsible Authority:
- a) only clean rainwater shall be discharged to the stormwater drainage system;
  - b) stormwater drainage system protection measures shall be installed as required to ensure that no solid waste, sediment, sand, soil, clay or stones from the premises enters the stormwater drainage system;
  - c) vehicle borne material from the premises shall not accumulate on the roads abutting the site;
  - d) all machinery and equipment must be cleaned (if required) on site and not on adjacent footpaths or roads;
  - e) fencing is to be fitted and installed so as to ensure safe access for pedestrians; and
  - f) all litter must be contained on site.

#### **Prior to Statement of Compliance – Roads and Drainage**

23. Prior to the issuing of a Statement of Compliance for any stage of the subdivision, all road and drainage works, including basin(s), must be constructed for that stage in accordance with the approved plans and specifications to the satisfaction of the Responsible Authority.
24. The design and construction of civil infrastructure to become council assets must be approved and supervised by council. A fee of 3.25% of the cost of the works is to be paid to council for the checking and supervision of these

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works, payable prior to the issue of statement of compliance for the relevant stage, unless otherwise approved in writing by the Responsible Authority.

25. A maintenance bond of 5% of the cost of the works is to be paid to council and will be returned after successful completion of a 12 month maintenance period for civil works. The bond is payable prior to the issue of statement of compliance for the relevant stage, unless otherwise approved in writing by the Responsible Authority.
26. Prior to the issue of a Statement of Compliance for the relevant stage of subdivision, relevant street sign/s must be erected to the satisfaction of the Responsible Authority.
27. Prior to the issue of a Statement of Compliance for the relevant stage of subdivision, street lighting must be provided within the site and along external frontages in accordance with the relevant Australian Standard(s), unless otherwise agreed in writing by the Responsible Authority and unless it can be demonstrated that existing street lighting is sufficient for public safety to the satisfaction of the Responsible Authority.

#### **Fill**

28. Excavated material shall not be carted off the site except with the written approval of the Responsible Authority.
29. No material shall be brought onto the site for use as filling within the subject area under this Permit, unless with the written approval of the Responsible Authority. Prior to any approval being issued by the Responsible Authority for imported filling to be used on the site, the applicant must submit for approval to the Responsible Authority, samples of proposed filling, details of the source of the filling, details of proposed traffic routes to be traversed, soil testing results and reports in regard to the presence of contaminants in the filling, and the suitability of filling to be placed on site.
30. All areas to be filled shall be stripped of vegetation and any top soil shall be removed and stockpiled for reuse over the filled areas. Only approved filling material shall be placed on the site. The filling shall be placed in maximum 150 mm layers, or as otherwise approved by the Responsible Authority, and compacted to the applicable level for filling on allotments and within future roadways in accordance with AS3798, to the satisfaction of the Responsible Authority.
31. All works must be undertaken in accordance with the recommendations of any geotechnical reports.

#### **Redundant Crossovers**

32. Prior to the issuing of a Statement of Compliance for each relevant stage of the subdivision, any vehicular crossovers which are redundant as a result of this subdivision shall be removed, and the kerb and channel, footpath and nature strip shall be reinstated as required, at the expense of the Landowner and to the satisfaction of the Responsible Authority.

#### **Council Assets**

33. Prior to the issuing of a Statement of Compliance for each relevant stage of the subdivision, repair and reinstatement necessitated by any damage to Council assets caused by or as a result of the subdivision construction is required to be carried out at the Landowners expense to the satisfaction of the Responsible Authority.

#### **Provision for Waste Collection Services**

34. Prior to the issue of a Statement of Compliance for the relevant stage of the subdivision, relevant street signs must be erected to the satisfaction of the Responsible Authority, including any signs required to prevent parking on the street on days of recycling and waste kerbside collections to allow the collection contractor to service the courts and streets.
35. During construction of the development, the waste and recycling kerbside collection trucks shall not be required to reverse a distance greater than 20 metres. Temporary turnarounds or constructed carriageways must be provided at the end of each temporary dead end road of each stage where the reversing distance exceeds 20 metres. The temporary dead end turnaround of each stage must be maintained by the applicant until the connecting road network is completed and the kerbside collection trucks can undertake all collections in a forward motion.

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36. Prior to certification of the plan of subdivision for any relevant stage, a carriageway easement must be provided over any private property that is required to create the Temporary Hammerhead Turnaround at the dead end of a street or streets. The required hammerhead length is 26.5 metres and a width of 5.5 to 6 metres. The use of private property driveways to create a hammerhead is acceptable and must be approved by the Responsible Authority unless other options are agreed to and approved by the Responsible Authority. The carriageway easement over the private property must remain in place for the duration that the temporary turnaround is required.
37. Where cul de sacs are to be created, they must be a minimum of 21 metres from face of kerb to face of kerb no parking signs to apply on the day of residential kerbside collection.
38. Unless otherwise approved in writing by the Responsible Authority, prior to commencement of works for any relevant stage of the subdivision, a Bin Presentation Plan must be provided to the satisfaction Responsible Authority where bin pads are required:
- on the through street for properties which front onto a Place (a short cul de sac without a turning circle);
  - to courts with four or less dwellings and garbage collection is to occur at the mouth of the court;
  - at the corner of through traffic where a stage creates an ending, that is not a court or a hammerhead, that services a number of dwellings;
  - for bins from lots whose frontage is used for the bin pads.
- When bin pad is more than 20 metres from a lot frontage a section 173 agreement is required for the property indicating where the bin placement is according to the Bin Presentation Plan.
- Swept path information for kerbside collection trucks shall also be submitted, using a "Checking Vehicle" with no clearance from Kerbs and overhang permitted over the internal islands and Road Centreline.
- Garbage collection vehicles are 10.2 metres long, dual rear axle. The "Design Vehicle" – which design guidelines require no overhang and 0.5m clearance (Back of Kerb) in the road reserve. Swept path diagrams using recognised software must be provided to show all egress movements from the development so that these vehicles can exit the site in a forward direction, to the satisfaction of the RA.

#### **Developer Contributions**

##### **Public Open Space Contribution**

39. Prior to the issue of Statement of Compliance for each stage of the subdivision, a public open space contribution, as specified in the Schedule to Clause 53.01 of the Greater Geelong Planning Scheme must be made to the Responsible Authority. The land must be provided in a manner which is consistent with the endorsed plan of subdivision and associated Section 173 Agreement applying to the land. Any shortfall in the 10% contribution must be agreed to by the Responsible Authority and made as a cash contribution.
- Land identified as public open space as approved by this permit must be transferred to or vested in Council at no cost to Council. Any public open space provided at the applicants request in addition to the requirements here, must be transferred to or vested in Council at no cost to Council and is not subject to compensation.

##### **Community Infrastructure Contribution**

40. Prior to the issue of Statement of Compliance for any stage of the subdivision, a Community Infrastructure contribution must be made to the Responsible Authority in accordance with the Section 173 Agreement applying to the land.

#### **Open Space Reserves and Streetscape Landscaping**

##### **Tree Protection Management Plan**

41. A Tree Protection Management Plan must be prepared by a suitably qualified arborist and submitted for approval by the Responsible Authority prior to any work commencing. The plan must be prepared in accordance with the relevant Australian Standards and address all:
- council-owned trees
  - privately owned trees and
  - trees owned by other parties that are located within 4 metres of the property boundary.
- Once approved, the Tree Protection Management Plan and its recommendations will form part of the Planning Permit and must be distributed and communicated to neighbouring properties that may be affected by the works

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42. All works must be in accordance with the endorsed Tree Protection Management Plan, unless otherwise approved in writing by the Responsible Authority.

#### Works within Tree Protection Zones

43. All works within the nominated Tree Protection Zones must be:
- carried out in accordance with Australian Standard 4373–2007 *Pruning of amenity trees* and Australian Standard 4970–2009 *Protection of trees on development sites*
  - overseen by a suitably qualified, level-5 arborist
  - carried out to our satisfaction (as the Responsible Authority) by suitably trained and qualified arboricultural staff
  - Tree Protection Fencing must be installed prior to the development starting (including any demolition works) and
  - maintained until works are completed, or for two years.

Works encroaching the nominated Tree Protection Zones must not be undertaken without the written consent of the Responsible Authority. All requests to amend or encroach a Tree Protection Zone must be directed to and carried out under the supervision of the Project Arborist.

Failure to adhere to the above conditions may result in the applicant being held fully liable for all costs associated with the following items:

- amenity tree value
- tree removal
- stump removal
- remedial pruning
- offset replanting and establishment of replacement trees, as determined by us (as the Responsible Authority).

At the conclusion of the works and prior to seeking Statement of Compliance the Project Arborist must submit a written statement to the Responsible Authority that certifies that the following items have been addressed as part of the works:

- Establishment of correct placement and installation of tree protection fencing
- Attendance during Tree Protection Zone incursions
- Adherence to Australian Standard 4970–2009 *Protection of trees on development sites*

#### Note

- An inspection is required to satisfy this condition, please contact Council's Parks Planner's on 5272 5272 ([treeplanning@geelongcity.vic.gov.au](mailto:treeplanning@geelongcity.vic.gov.au)) to discuss this requirement and provide adequate notice of any request.
- In the instance that minor pruning is anticipated the applicant must contact Council's Parks Planner's on 5272 5272 ([treeplanning@geelongcity.vic.gov.au](mailto:treeplanning@geelongcity.vic.gov.au)) to lodge a request and provide adequate notice.

#### Landscape Master Plan

44. Prior to issue of Statement of Compliance for the first stage of the subdivision, unless otherwise approved in writing by the Responsible Authority, a landscape master plan (incorporating street tree master plan detail) for the entire permit area must be prepared by a qualified landscape architect and submitted and approved by the Responsible Authority. The plan must be submitted electronically. When approved, the plan will be endorsed and form part of the permit.

The landscape master plan must show and include, but is not limited to:

- The location, size (including area and dimensions) and primary function of all land to be developed as reserves, including Public Open Space Reserves (identifying if encumbered or unencumbered), Conservation Reserves, Greenways, Road Reserves and Drainage Reserves;
- A survey (including the location, size and botanical name) of all existing vegetation proposed to be retained on the land. Trees to be retained must be accompanied by an arboricultural assessment to allow Council's Tree Management Unit to determine if individuals can be safely kept in any reserves. Further detail to be supplied in accordance with condition 39 for Tree Protection Management Plan;
- Any open space or landscaped areas to be common property must be distinguished from public open space areas;
- Current reserve area grades and any proposed changes to site gradients for all reserve areas.
- The ultimate 1% and 10% Annual Exceedance Probability storm event extents;

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- f) The location and size of any water sensitive urban design (WSUD) assets;
- g) Location of any proposed services in open space – services will not to be allowed in credited open;
- h) A general indication of what recreation infrastructure is proposed and its location, including but not limited to: playgrounds, furniture, and exercise equipment, kick about areas, paths, shelters, vehicle exclusion barriers and maintenance access points;
- i) The style and location of all fencing for all boundaries abutting reserves (excluding road reserves other than paper roads);
- j) Street Tree Master Plan
- k) The principles and graphical concepts of any proposed Public Art, which complies with the requirements of the City's Arts and Culture Department;
- l) Mechanisms for the exclusion of vehicles from landscaped areas, as and where agreed with the Responsible Authority. Where vehicle access barriers to public open space are deemed appropriate, a maintenance access gate must be provided. The location of these barriers will be determined with the Responsible Authority;
- m) Pedestrian and cyclist movement plan – including shared path locations, widths and surface treatments.

The Street Tree Masterplan must include but not be limited to, the following:

- a) Street tree planting using semi-advanced trees with a minimum container size of 45 litres that comply with AS2303 - 2018 *Tree Stock for Landscape Use*;
- b) One tree per standard property frontage and no more than two (2) trees on side boundaries;
- c) Pedestrian linkages;
- d) Street closures;
- e) Land created for the purposes of creating a buffer zone (i.e. rural interface or main road);
- f) The estimated canopy of the mature trees (at 20 years) must be shown to scale.

Notes:

1. Street tree species selection within the Masterplan is subject to approval by Powercor in accordance with the requirements of the Distribution Construction Standard, Underground Trenching. Please consult with the Electrical Designer regarding this requirement.
2. Consultation with the City's Open Space Planning Unit during early concept design is encouraged to help facilitate efficient approval processes.
3. Any pathway within the open space reserves should be located having regard to the protection of existing vegetation worthy of retention.

### Detailed Landscape Plans

45. Prior to the Statement of Compliance being issued for each applicable stage of the subdivision, unless otherwise agreed in writing by the Responsible Authority, a detailed landscape plan for that stage must be prepared and submitted to the Responsible Authority for approval. When approved, the plan will be endorsed and form part of the permit. The landscape plan must be drawn to scale with dimensions and submitted electronically. The plan must address and be consistent with any endorsed landscape master plan applying to the site and show, but not be limited to:
  - a) The name and stage of the estate and the Planning Permit Number.
  - b) Location of all services or encumbrances (including drainage infrastructure/WSUD);
  - c) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls;
  - d) Any reserve containing gradients 1 in 14 or steeper must include a minimum of two (2) individual cross sections that stipulate the proposed treatment options;
  - e) The ultimate 1% and 10% Annual Exceedance Probability storm event extents;
  - f) The proposed layout including all paths, structures, furniture, play equipment, bike parking, signage, maintenance vehicle access crossovers and maintenance access gate/s – including materials and finish of all surfaces;
  - g) Details of all other infrastructure within the road reserve (e.g. underground services, street lights, stormwater pits, fire plugs etc.);
  - h) Specifications for all proprietary products shown on the plan. Construction details for all nonproprietary furniture, play equipment, shelters etc;
  - i) A detailed planting schedule and proposed planting layout of all areas of open space, road reserves and traffic management devices (e.g. medians, islands, and roundabouts) including proposed trees, shrubs, groundcovers and aquatic planting (if applicable, with zonation detail), and showing botanical names,

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- common names, pot sizes, sizes at maturity, quantities and densities of each plant. Note: Street tree planting must be achieved in no less than 85% of the lots for that particular stage of the development;
- j) All proposed groundcover and shrub planting with a minimum container size of 150mm and must not exceed 400 mm in height at maturity;
  - k) The maintenance schedule for all proposed planting;
  - l) The estimated canopy of the mature trees (at 20 years) must be shown to scale;
  - m) All road cross sections applicable to the site;
  - n) Tree Protection Zones on all plans.
  - o) Detailed planting and hardscaping construction drawings;
  - p) Permeable fence design details for lots abutting all reserves except road reserves. Fencing detail must be to the satisfaction of the Responsible Authority;
  - q) A detailed schedule of quantities showing accurate cost estimates of each item included in the plan;
  - r) The removal of any existing disused structures, foundations, pipelines, farm dams or stockpiles and the eradication of weeds;
  - s) Additional supporting information as required, such as certified structural designs;

Landscape plan changes must be identified on any amended plans with a revision cloud. Any changes not identified on a plan that is subsequently endorsed will not be accepted and Council has the right to require rectification.

#### Notes

1. Streetscape plans must be submitted separately to plans for adjoining land nominated as Council reserves.
2. Proposed entry signage must not be located on public land.
3. Landscape treatments within traffic control devices such as medians and roundabouts are subject to specific control measures.
4. Street tree species selection within the master plan is subject to approval by Powercor in accordance with the requirements of the Distribution Construction Standard, Underground Trenching. Tree location and species type shall be determined, in consultation with CitiPower/Powercor, based on the specific site and the ability of the tree to both enhance the local amenity and co-exist with utility services infrastructure — with all trees to be identified on a 'master services plan' provided by the party planting the trees.
5. The applicant must obtain and provide evidence to the Responsible Authority that Powercor and Barwon Water have been consulted and have agreed with the proposed street tree species palette.

#### No Utility Services On Public Open Space

46. Utility service substations, kiosk sites and the like must not be located on any land identified as open space unless otherwise agreed in writing by the Responsible Authority. Any existing or future easements affecting all land which is to be vested in council must be clearly identified on the detailed landscape plans.

#### Council Reserves — Vehicle Access Barriers

47. Unless otherwise approved in writing by the Responsible Authority, prior to the issuing of a Statement of Compliance for any relevant stage of the subdivision which includes a Council reserve, suitable vehicle access must be provided across the entrance of the Reserve, to allow access to City of Greater Geelong maintenance vehicles to the satisfaction of the Responsible Authority. The location of any barriers shall be determined by the Responsible Authority.

#### Fencing of Council Reserves

48. Unless otherwise approved in writing by the Responsible Authority, prior to the issuing of a Statement of Compliance for any relevant stage of the subdivision which includes, or is adjacent to, a Council reserve, the subdivider must erect an appropriate fence on the boundaries of the Council Reserve to the satisfaction of the Responsible Authority and at no cost to the City. Design detail of the fencing to be provided to the satisfaction of the Open Space Planning Unit.

#### Restriction on title – Fencing of Council Reserves

49. Unless otherwise approved in writing by the Responsible Authority, the plan of subdivision submitted for certification for any stage that includes a lot that is to be provided with fencing where the lot adjoins a Council reserve must show a restriction on title. The land to be burdened by the restriction must be all lots that are both:
  - a) Within that stage of the subdivision; and

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- b) To be provided with fencing where the lot adjoins the Council reserve,

The land to be benefitted by the restriction must be the Council reserve(s) within that stage of the subdivision. The restriction must prohibit the owner of the burdened land from:

- a) Removing the boundary fence along the boundary between the Council reserve and the adjoining lot; or
- b) Altering the boundary fence along the boundary between the Council reserve and the adjoining lot, if the alterations would result in a different fence material, height or level of visual permeability;

Except with the written consent of the owner of the benefitting land.

**Completion of Landscape Works**

- 50. Unless otherwise approved in writing by the Responsible Authority, prior to the issue of Statement of Compliance, the landscaping works shown on the approved landscape plan for that stage must be completed to the satisfaction of the Responsible Authority.

A practical completion inspection is required and must be arranged by the permit holder with two weeks' notice provided for the responsible authority. The completion of works must be to a standard to the satisfaction of the Responsible Authority to pass this inspection. If applicable, the landscape works bond will be returned following the award of practical completion.

- 51. Prior to the issue of practical completion of landscaping works, or any other time as agreed by the Responsible Authority, the following must be provided to the Responsible Authority:

- a) The vesting of the reserve in Council, at no cost to Council;
- b) Building permits and structural engineering compliance, as-built construction plans, and materials detail where necessary;
- c) Landscaping maintenance plan;
- d) Schedule of Quantities showing the financial value of all hard assets;
- e) As-built landscaping plans in PDF and GIS-ready AutoCAD (DXF) format;
- f) An independent playground auditors report with evidence of rectification of any identified defects. The report must relate to all playground equipment, fitness equipment, natural play area, soft fall areas and edging to ensure that all aspects of playground construction meet Playground Standards AS/NZ4422 1996 and AS4685 parts 1-6 2004 and is in good working order and safe for use.

**Landscaping Bonds**

- 52. If the Responsible Authority agrees to issue Statement of Compliance prior to the landscaping works being completed for the relevant stage, the entire landscaping works must be bonded to the satisfaction of the Responsible Authority. The landscape works bond or bank guarantee must be 125 per cent of the estimated cost of entire landscape works as shown in the schedule of quantities submitted as part of the landscape plans. Unless otherwise agreed in writing by the Responsible Authority, the bonded works must be completed within one (1) year of the date of statement of compliance being awarded for that stage.

- 53. Unless otherwise agreed in writing by the Responsible Authority, a maintenance bond must be submitted to the Responsible Authority on application for practical completion of landscaping works. The maintenance bond or bank guarantee must be 125 per cent of the estimated cost of maintenance of landscape works for a two (2) year period.

**Maintenance of Landscaping**

- 54. The landscaping shown on any endorsed landscape plan for a particular stage must be maintained to the satisfaction of the Responsible Authority for a period of no less than two (2) years from the date of practical completion of the landscaping unless otherwise agreed in writing by the Responsible Authority.

During this period, any dead, diseased or damaged plants are to be replaced and any landscaped area and hard assets and equipment are to be repaired as required to ensure the landscaping is maintained to the same standard as when practical completion was awarded.

Should the permit holder default on landscape maintenance requirements which leads to a partial or full replanting, the Responsible Authority will determine an appropriate extension of the maintenance period as necessary to provide for establishment of replacements.

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A handover inspection is required and must be arranged by the permit holder with two weeks' notice provided for the responsible authority. The maintenance of the completed works must be at a standard to the satisfaction of the Responsible Authority to pass this inspection. The maintenance bond will be returned following award of Handover.

The developer and contractors who will construct and maintain the subject reserves and associated landscaping must obtain and maintain appropriate public liability insurance (with the responsible authority's interest noted on the certificate of insurance) over the entire reserve area for the duration of the construction and maintenance period.

Notes:

1. The Responsible Authority will not be responsible for the reserve and its assets or public liability until a handover inspection has taken place and written acceptance of handover has been issued.
2. At the conclusion of the maintenance period all maintenance responsibilities will be transferred to the responsible authority.
3. No handovers will be accepted during the summer months from 01 December to 28 February inclusive.

### **Native Vegetation Removal**

#### **Notification of permit conditions**

55. Before works start, the permit holder must advise all persons undertaking the vegetation removal or works on site of all relevant permit conditions and associated statutory requirements or approvals.

#### **No Removal of Native Vegetation**

56. No native vegetation shall be removed other than that marked on the endorsed plan, to the satisfaction of the Responsible Authority.

#### **Vegetation Removal and Protection**

57. Removal, including pruning, of native trees must be undertaken using a suitably qualified arborist and be carried out in accordance with AS4373 – 2007; '*Pruning of Amenity Trees to the satisfaction of the Responsible Authority*'. The use of an excavator, backhoe, bulldozer blade or loader to trim branches of trees is not permitted.
58. Prior to any vegetation removal, vegetation to be removed must be clearly marked on site and accord with the endorsed plan. The vegetation to be retained must be protected in accordance with the endorsed Tree Protection Management Plan and its recommendations. An inspection is required once the Tree/Vegetation Protection Fencing has been erected. Please contact the City's Environment Unit to arrange this inspection.
59. All work within the drip line of any tree to be retained above or below ground must be supervised by a suitably qualified level 5 arborist to ensure that the works are done in a manner which protects and minimises damage to those trees to the satisfaction of the Responsible Authority.
60. Water run-off must be designed to ensure that native vegetation to be protected is not compromised, to the satisfaction of the Responsible Authority.

### **Native vegetation offsets**

#### **Offset requirement**

61. To offset the removal of 0.463 hectares of native vegetation, the permit holder must secure a native vegetation offset, in accordance with the *Guidelines for the removal, destruction or lopping of native vegetation* (DELWP 2017) as specified below:

#### **General offset**

A general offset of 0.219 general habitat units:

- a) located within the Corangamite Catchment Management Authority boundary or the City of Greater Geelong municipal district
- b) with a minimum strategic biodiversity score of at least 0.365

#### **Offset evidence and timing**

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62. Before any native vegetation is removed, evidence that the required offset for the project has been secured must be provided to the satisfaction of the Responsible Authority. This evidence is one or both of the following:
- an established first party offset site including a security agreement signed by both parties, and a management plan detailing the 10 year management actions and ongoing management of the site and/or
  - credit extract(s) allocated to the permit from the Native Vegetation Credit Register.

A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit. Within 30 days of endorsement of the offset evidence by the responsible authority, a copy of the endorsed offset evidence must be provided to the Department of Environment, Land, Water and Planning.

#### **Monitoring and reporting for onsite offset implementation**

63. In the event that a security agreement is entered into as per the preceding condition, the applicant must provide the annual offset site report to the responsible authority by the anniversary date of the execution of the offset security agreement, for a period of 10 consecutive years. After the tenth year, the landowner must provide a report at the reasonable request of a statutory authority.

#### **Fauna and Habitat**

##### **Stag Relocation Plan**

64. Any Eucalypt tree nominated for removal that has a Diameter at Breast Height >70 centimetres, and dead stags to be removed must be used as habitat to the satisfaction of the Responsible Authority. These trees must be salvaged so that they can achieve maximum habitat value. Prior to the commencement of works for any relevant stage containing trees to be removed, a Stag Relocation Plan for each stage of subdivision must be submitted and approved by the Responsible Authority. The plan must include the following:
- Identification of each tree proposed for relocation.
  - Species identification and size of each individual tree.
  - Identification of the relocation sites.
  - The proposed site preparation and protection measure to ensure each tree's structural integrity and protection after relocation is maximised.

##### **Fauna Protection**

65. Prior to the commencement of any tree removal or other potential fauna habitat, the permit holder must appoint an ecologist to conduct a pre-clearing survey to assess the presence of fauna. Where fauna is likely to be present in trees or vegetation proposed for removal, a suitably qualified wildlife handler must be present to ensure that native fauna is managed in accordance with DELWP guidance and all necessary authorisations must be obtained prior to removing native fauna. Dams filled as part of the approved development must be drained at least 48 hours prior to works commencing to enable the relocation or translocation of fauna.

#### **CFA Conditions**

##### **Subdivision plan not to be altered**

66. The subdivision as shown on the endorsed plans must not be altered without the consent of CFA

##### **Hydrants**

67. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* the following requirements must be met to the satisfaction of the CFA:
- Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 90 metres and the hydrants must be no more than 120 metres apart. These distances must be measured around lot boundaries.
  - The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.
- Note – CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au))

##### **Roads**

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68. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
  - Curves must have a minimum inner radius of 9 metres.
  - Have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least 0.5 metres on each side and 4 metres above the access way.
  - Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

#### **Corangamite Catchment Management Authority Conditions**

69. Stormwater Management Infrastructure must be constructed in accordance with the endorsed Stormwater Management Plan unless with the written consent and approval of the Responsible Authority, specifically:
- The central catchment sediment pond shall provide a minimum 1000m<sup>2</sup> treatment area;
  - The central catchment wetland shall provide a minimum of 2,800m<sup>2</sup> treatment area;
  - Flow retardation must be provided generally in accordance with the endorsed Stormwater Management Plan, and must ensure no adverse impacts for properties downstream for storm events up to and including a 1% AEP event;
  - An assessment of the freeboard for the retention basins under increased rainfall intensity predictions to year 2100 be undertaken, and 300 millimetre freeboard be provided for the future projected scenario.
70. Construction techniques must incorporate the provisions within the Guidelines for Environmental Management – Doing it right on Subdivisions (EPA Publication 960).
71. The requirements of Standard C25 (Clause 56.07-4 of the Planning Scheme) must be met for the subdivision.

Note: A works on waterway permit must be obtained from the Authority prior to commencement of works on the waterway on site.

#### **Barwon Water**

##### General

72. The permit holder shall create easements for Pipelines or Ancillary Purposes and or reserves in favour of Barwon Region Water Corporation on the plan of subdivision in accordance with Barwon Water's Land Development Servicing Requirements Manual, without cost to Barwon Water, over existing and proposed potable water and sewerage infrastructure within the land. If further easements or reserves are required following design of the required infrastructure these must be added to the plan of subdivision prior to seeking Barwon Water's consent to the issue of a statement of compliance for the subdivision.
73. A restriction is to be created on title for any land where an existing or proposed sewer main is located within. The restriction is to allow for "reasonable access" as required under the adopted sewer design code. Should Barwon Water agree to partial or no gravity control of sewer to any allotment, a separate restriction is to be created highlighting the limit of gravity control or the reliance on a non-gravity sewer connection.
74. For the economical and efficient servicing of this development, Barwon Water may require the owner or permit holder to acquire an easement through other land in the vicinity of this development not owned by the applicant to connect this development to Barwon Water sewerage system. This clause empowers the permit holder to acquire these easements compulsorily on behalf of Barwon Region Water Corporation in accordance with section 36 of the Subdivision Act 1988. These easements shall be for Pipelines or Ancillary Purposes and shall be made in favour of and without cost to Barwon Region Water Corporation; that is, the owner or permit holder shall pay all costs associated with creating these easements including payment of any compensation to other land owners for the easements.

Note: The developer is to apply to Barwon Water for details relating to servicing requirements and costing for the provision of a potable water supply and sewerage services to the proposal. It would be appreciated if all communication between the developer/agent and Barwon Water quote Barwon Water reference number L018821.

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**Potable Water**

75. The provision and installation of a potable water supply to the development.
76. Reticulated potable water mains are required. This work must be undertaken by a Barwon Water accredited Consultant and accredited Contractor following the "Developer Works" process.
77. Strategic potable water infrastructure is required. The process to deliver and funding of these assets will be determined at the time a Developer Deed is issued for the development.
78. The owner of each retained home site must to apply to Barwon Water to enter into a temporary Water Supply By Agreement (WSBA) for each house site if water services are to be maintained prior to construction of reticulation mains in those Stages.

Note: Terms and Conditions of these temporary WSBA's and the end date of the WSBA's will be determined at the time of the applications/subdivision. Barwon Water will require formal agreement from the developer and owners of these retained home sites to these conditions for this temporary servicing to be supplied prior to acceptance.

79. The permit holder will also be required to relocate and reconnect each water supply meter for the retained home sites until water mains are constructed to each home site if WSBA's are entered into.
80. A dimensioned plan showing the location of existing meters, and the location of the meter relative to the existing boundaries, and its number, must be submitted to Barwon Water for approval. Private potable water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments unless in accordance with temporary Water Supply By Agreements for retained home sites.
81. The payment of a standardised New Customer Contribution is required for any new connection.
82. Nature-strip trees must not be planted over Barwon Water's two existing strategic water mains within the land. Should relocation of these assets be required this will be at the permit holder's cost.

**Sewer**

83. The provision and installation of a sewerage service to the development.
84. Reticulated sewer mains are required. This work must be undertaken by a Barwon Water accredited Consultant and accredited Contractor following the "Developer Works" process.
85. Strategic sewerage infrastructure is required. Strategic sewerage assets include a sewerage pumping station which is to be located external to this land and a rising main. The sewerage pumping station and rising main are to be delivered following Barwon Water's Developer Works Process. The process to deliver and funding of these assets will be determined at the time a Developer Deed is issued for the development.

**Powercor**

86. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to the Distributor in accordance with Section 8 of that Act.
87. The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.  
**Notes:** Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.
88. The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR).  
**Notes:** Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.
89. The applicant shall, when required by the Distributor, set aside areas with the subdivision for the purposes of establishing a substation or substations.

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**Notes:** Areas set aside for substations will be formalised to the Distributor’s requirements under one of the following arrangements:

- i. RESERVES established by the applicant in favour of the Distributor.
- ii. SUBSTATION LEASE at nominal rental for a period of 30 years with rights to extend the lease for a further 30 years.

The Distributor will register such leases on title by way of a caveat prior to the registration of the plan of subdivision.

90. The applicant shall establish easements on the subdivision, for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements.

**Notes:**

- i. Existing easements may need to be amended to meet the Distributor’s requirements
- ii. Easements required by the Distributor shall be specified on the subdivision and show the Purpose, Origin and the In Favour of party as follows:

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
	Power Line		Section 88 - Electricity Industry Act 2008	Powercor Australia Ltd

**Telecommunications**

91. The owner of the land must enter into agreements with:
- a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.
92. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - b) a suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**Transport for Victoria**

93. Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the Certification of a Plan of Subdivision for any stage which contains a bus stop nominated in writing by the Head, Transport for Victoria, construction engineering plans relevant to that stage of the subdivision must be submitted to the Head, Transport for Victoria. The plan must be to the satisfaction of the Head, Transport for Victoria and the Responsible Authority and show the following;
- a) Concrete hard stand area for passengers, and barrier kerb, (based upon PTV standard drawings STD\_0064, STD\_0065, STD\_0066 or STD\_0067 (where applicable) in accordance with the attached 'Ash Road Bus Stop Plan' document prepared by TN;
  - b) A design compliant with the Disability Discrimination Act - Disability Standards for Accessible Public Transport 2002 (but not including the construction of tactile);
  - c) Direct and safe pedestrian access to a shared/pedestrian path
94. Before the certification of a Plan of Subdivision, or other time agreed in writing with the Head, Transport for Victoria, an Integration Plan to the satisfaction of the Head, Transport for Victoria, must be submitted to and approved by the Responsible Authority. When approved, the Integration Plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan

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must be generally in accordance with the Proposed Road Network Plan prepared by Cardno dated 4 December 2018 but modified to show:

- a) how the proposed development within the subdivision connects to the existing road network to the east of the site;
  - b) both shared user paths (off road) on the southern and northern connector roads; and
  - c) a shared user path (off road) of a minimum of 3.5 metres width through the linear park reserve and connecting Ash Road and the southern Connector road.
95. Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the Certification of a Plan of Subdivision, construction engineering plans for any subdivision stages which contain or abut a road nominated as a bus capable road must be submitted to the Head, Transport for Victoria for approval. The plan must be to the satisfaction of the Head, Transport for Victoria and the Responsible Authority and must depict the road cross section, including shared user paths (off road), to be constructed as outlined in the endorsed plans.
  96. Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the issue of a Statement of Compliance for any subdivision stage which contains a bus stop nominated in writing by the Head, Transport for Victoria, concrete hard stand pads for passengers and barrier kerbing must be constructed in accordance with the endorsed plans at the full cost of the permit holder.
  97. Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the issue of a Statement of Compliance for any subdivision stages that contain or abut a road nominated as bus capable, that portion of road must be constructed to accommodate public transport access for buses, in accordance with its corresponding cross sections and shared user paths (off road).
  98. Any roundabouts constructed on roads designated as bus capable within the subdivision, must be designed to accommodate ultra-low floor buses, to the satisfaction of Public Transport Victoria.
  99. Intersections, slow points, splitter islands and any other local area traffic management treatments must be designed and constructed in accordance with the Public Transport Guidelines for Land Use and Development. The use of speed humps, raised platforms, one-way road narrowing and 'weave points' must not be constructed on any portion of a road identified as a potential bus route.
  100. Before the issue of a Statement of Compliance for the first stage of the subdivision, the following roadworks on Bellarine Highway at the Ash Road intersection must be completed at no cost to and to the satisfaction of the Head, Transport for Victoria and the Responsible Authority:
    - a) Extension of the Bellarine Highway right turn lane on the west approach to the intersection so that the total length is 120m 130m including a 25m taper;
    - b) Extension and alteration to the Bellarine Highway right turn lane street lighting (as required by lighting design).
  101. Prior to the works commencing on the Bellarine Highway reserve, the applicant must enter into a works agreement with Head, Transport for Victoria, confirming design plans and works approvals processes, including the determination of fees and the level of service obligations of the Head, Transport for Victoria.

#### **SUBDIVISION EXPIRY**

102. This permit will expire if one of the following circumstances applies:
  - a) The first stage of the plan of subdivision has not been certified within two (2) years of the date of this permit.
  - b) All stages of the plan of subdivision have not been certified within ten (10) years of the date of this permit.
  - c) A statement of compliance is not issued within five (5) years of the date of certification of a particular stage of subdivision.

Note:

#### Wadawurrung Cultural Heritage

Having regard to the provisions of the Aboriginal Heritage Act 2006 and Regulations 2018, if any Aboriginal cultural heritage issues or artefacts are encountered during the course of construction activity on the subject land then works should immediately cease within 10 m of the area of concern and the Registered Aboriginal Party should be immediately contacted to investigate, and to issue any instructions under the provisions of the Aboriginal Heritage Act 2006 and Regulations 2018 that must be complied with.

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Responsible Authority: -----



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Date / /

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

Subject Land: [REDACTED] Ash Road, Leopold VIC 3224

**Purpose of Agreement: Payment of Infrastructure Contributions and Delivery of Infrastructure Projects**

City of Greater Geelong

and

[REDACTED]

Interstate offices  
Canberra Sydney

Affiliated offices around the world through the  
Advoc network - [www.advoc.com](http://www.advoc.com)

**Maddocks****NOTE**

This Agreement requires:

- each Owner (who has entered into an identical agreement) to pay an Infrastructure Contribution Liability which is payable in stages based on the Net Developable Area in that Stage; and
- the provision of one or more Infrastructure Projects before specified milestones.

This Agreement **does not** specifically identify which owner is required to deliver any particular Infrastructure Project however, the obligation to provide the *land component* of any Infrastructure Project falls on the owner of the land in which the *land component* resides.

All owners of "Subject Land" contained in this or an identical Agreement are expected to agree among themselves as to who will be responsible for the delivery of the specified Infrastructure Projects where it comprises works as set out in Schedule 3 to this Agreement. One of the Infrastructure Projects comprises a signalised intersection which is not on Subject Land but the responsibility for funding and delivery of the signalised intersection is to be borne across all of the owners of Subject Land and it is up to the owners to agree between themselves who will be responsible for delivery of that Infrastructure Project noting that it must be delivered before the issue of a statement of compliance for the first stage of any subdivision unless completed prior by others.

Council will not issue a statement of compliance for any stage of subdivision that contains an Infrastructure Project if it is not satisfied that the Infrastructure Project has been provided unless otherwise agreed by Council.

This Agreement contains legal obligations . Owners should seek their own legal advice in relation to the obligations contained in this Agreement.

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

**Dated**        /        / **2022**

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### Parties

Name	<b>City of Greater Geelong</b>
Address	City Hall, 30 Gheringhap Street, Geelong, Victoria
Short name	<b>Council</b>
Name	<b>The Owner set out in Schedule 1</b>
Address	As set out in Schedule 1
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme. Council is also the planning authority for Amendment C391ggee 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 C391ggee 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 other planning controls as appropriate to the Subject Land –
- to give effect to the Leopold Structure Plan.
- D. The Owner and Council have agreed that the Owner will:
- D.1 pay the Infrastructure Contribution;
- D.2 carry out and complete the Infrastructure Projects; and
- D.3 transfer Open Space Land to Council.
- E. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.
- F. The parties enter into this Agreement to:



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- F.1 record the terms and conditions on which Council and the Owner have agreed for the Owner to pay the Infrastructure Contribution; and
- F.2 record the terms and conditions on which the Owner is required to provide 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 annual Consumer Price Index (all groups) Melbourne as published by the Australian Bureau of Statistics.

**Agreement** means this agreement.

**Amendment C391ggee** means Amendment C391ggee to the Planning Scheme prepared by Council in its capacity as the Planning Authority.

**Approval Date** means the date on which a notice of approval is published under section 36 of the Act or Amendment C391ggee commences to operate, whichever is the later.

**Approved Plans** means plans and specifications of an Infrastructure Project endorsed by Council in accordance with clause 4.2.3.

**Endorsed Plan(s)** means the plans endorsed under the Planning Permit.

**Infrastructure Contribution** means the contribution specified in Schedule 2 required to be made in accordance with clause 3.1.

**Infrastructure Contribution Liability** means the Owner's liability for the Infrastructure Contribution payable under clause 3.1.

**Infrastructure Project** means the infrastructure projects listed in Schedule 3.

**Land Project** means the land component of any Infrastructure Project.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices together with the associated land.

**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.

**Net Developable Area** means land available for development. This excludes encumbered land, arterial roads, community facilities and public open space. It includes lots, local streets and connector streets. Net Developable Area may be expressed in terms of hectare units namely Net Developable Hectares.



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**Northern Open Space** means the northern 1Ha parcel of public open space adjacent to Ash Road as shown in the Endorsed Plans.

**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.

**Open Space Land** is any Land Project which comprises land for public open space.

**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 Permit** means a planning permit to be issued for the subdivision of the Subject Land.

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

**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 house lot without further subdivision.

**Schedule** means a schedule to this Agreement.

**Southern Open Space** means the southern parcel of public open space adjacent to the southern basin as shown in the plan attached to Design and Development Overlay Schedule 46 in the Planning Scheme.

**Stage** means a stage identified in the Staging Plan.

**Staging Plan** means a plan which forms part of the Endorsed Plans under a Planning Permit and which shows the proposed staging of development of the Subject Land.

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

**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.

---

## 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.



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- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### **3. Obligations of the Owner to pay infrastructure contributions.**

#### **3.1 Infrastructure Contribution**

The Owner covenants and agrees that in addition to the obligations in clause 4 of this Agreement, the Owner must pay the Infrastructure Contribution in respect of that part of a plan of subdivision that proposes to create Net Developable Area:

- 3.1.1 prior to the issue of a Statement of Compliance in respect of any plan of subdivision; or
- 3.1.2 prior to the issue of an Occupancy Permit or the like under the *Building Act 1993* if there is no subdivision.

#### **3.2 Indexation of Infrastructure Contribution**

The Owner agrees that the amount of the Infrastructure Contribution is to be adjusted each year on 1 July by the Adjustment Index.

### **4. Obligation of Owner to deliver Infrastructure Projects**

#### **4.1 Owner to carry out Infrastructure Project**

The Owner covenants and agrees that unless the Owner has been notified in writing by Council that an Infrastructure Project is to be delivered by a third party, the Owner must:

- (a) carry out and construct each Infrastructure Project generally in accordance with the Approved Plans;
- (b) provide by a process of transfer or vesting, the part of the Land Project which is on that Owner's land to Council at no cost to Council in any respect; and
- (c) all prior to the Provision Trigger identified in Schedule 3 unless Council has agreed to an alternative time.

#### **4.2 Design and construction of Infrastructure Projects**

The Owner agrees that, except with the prior written consent of Council:



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- 4.2.1 the Owner will, at its cost, prepare detailed engineering plans and specifications of each Infrastructure Project and submit those plans and specifications to Council for approval;
- 4.2.2 the plans and specifications of each Infrastructure Project must:
  - (a) be to the satisfaction of Council; and
  - (b) comply with any conditions or requirements of any relevant planning permit or the Planning Scheme;
- 4.2.3 approval of the plans and specifications of each Infrastructure Project by Council will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans; and
- 4.2.4 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects;
- 4.2.5 the Owner will construct the Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;

---

### **5. Acknowledgement by the Owner**

The Owner acknowledges and agrees that:

- 5.1.1 this Agreement contains obligations for the delivery of infrastructure namely the Infrastructure Projects but this Agreement does not specify which Owner is responsible for delivery of any particular item of Infrastructure Projects;
- 5.1.2 Council will not issue a Statement of Compliance for any plan of subdivision unless Council is satisfied that the Infrastructure Project has been delivered by the Provision Trigger for any particular item of Infrastructure;
- 5.1.3 it is the responsibility of the Owner or where the owner is more than one person the Owners to arrange between themselves who will be responsible for the delivery of any particular Infrastructure Project;
- 5.1.4 this Agreement does not relate to Localised Infrastructure; and
- 5.1.5 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

---

### **6. Acknowledgements of Council**

Council acknowledges that it will apply any amount received under this Agreement for the purpose of providing community facilities within Leopold.

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### **7. Further obligations of the Parties**

#### **7.1 Notice and registration**



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

### 7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 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.

### 7.3 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 drafting execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

### 7.4 Interest for overdue moneys

- 7.4.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate referenced in section 172 of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing.
- 7.4.2 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.

### 7.5 Localised Infrastructure

The Parties acknowledge and agree that:

- 7.5.1 this Agreement does not relate to Localised Infrastructure; and
- 7.5.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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## 8. 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.



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### 9. Owner's Warranties

- 9.1 The Owner warrants that apart from the Owner and 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.
- 9.2 The Owner warrants that the Open Space Land and any Land Project is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be put.

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### 10. 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:

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

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### 11. General matters

#### 11.1 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:

- 11.1.1 personally on the person;
- 11.1.2 by leaving it at the person's current address for service;
- 11.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 11.1.4 by facsimile to the person's current number for service; or
- 11.1.5 by email to the person's current email address for service.

#### 11.2 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.

#### 11.3 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.

#### 11.4 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



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certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

### 11.5 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.

### 11.6 Governing law

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

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## 12. GST

### 12.1 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.

### 12.2 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.

### 12.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 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.

### 12.4 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 12.3.

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## 13. Foreign resident capital gains withholding

### 13.1 Definitions

For the purposes of this clause, the following definitions apply:

**Clearance Certificate** means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

**Consideration** means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of Open Space Land under this Agreement.

**Excluded Transaction** has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

**Statement of Compliance** has the same meaning as in the Subdivision Act 1988



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**Tax Act** means the *Taxation Administration Act 1953* (Cth)

**Variation Amount** means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

**Variation Notice** means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

### 13.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

### 13.3 Excluded transaction

13.3.1 Clause 13.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

13.3.2 Without limiting clause 13.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

### 13.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 13.5 below) in accordance with the Variation Notice.

### 13.5 Withholding

13.5.1 This clause 13.5 applies if the Owner is taken to be foreign residents under clause 13.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project and Open Space Land is an Excluded Transaction under clause 13.3.

13.5.2 Subject to clauses 13.5.3 and 13.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 13.4,

**(withholding amount).**

13.5.3 Subject to clause 13.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:



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- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 13.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

13.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 13.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

### 13.6 Council to remit withholding amount

13.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 13.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
  - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
  - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

### 13.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 13.5.

### 13.8 Owner to co-operate

13.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
  - (i) a Clearance Certificate has been provided to Council; or



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- (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 13.5;
  - (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
  - (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.
- 13.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

### 13.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 13 is true and correct.

### 13.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 13.

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## 14. Commencement of Agreement

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

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## 15. Amendment of Agreement

- 15.1 This Agreement may be amended in accordance with the Act.
- 15.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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## 16. Ending of Agreement

- 16.1 This Agreement ends:
- 16.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
  - 16.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 16.2 Upon the issue of a Statement of Compliance for a plan of subdivision for any Residential Lot 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



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section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

- 16.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 16.4 Once this Agreement ends as to part of the Subject Land, 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(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 16.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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### **17. Electronic execution**

#### **17.1 Consent to electronic execution**

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.



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## Schedule 1

### Subject Land

- o [REDACTED] Ash Road, Leopold VIC 3224

Subject Land and Certificate of title details and Owner details:

Subject Land	Certificate of Title	Name of Registered Proprietor on Title	Address of Registered Proprietor on Title
[REDACTED] Ash Road, Leopold VIC 3224	Volume [REDACTED] Folio [REDACTED]	[REDACTED]	[REDACTED]



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## Schedule 2

### Infrastructure Contribution

\$40,000 per hectare of Net Developable Area as contained in a Plan of Subdivision. (, the Infrastructure Contribution is subject to Indexation )



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### Schedule 3

#### INFRASTRUCTURE PROJECTS

TABLE TO SCHEDULE 3			
Project Number	Infrastructure Project <sup>1</sup> Description	Extent of Project	Provision Trigger for the completion of the Infrastructure Project
1.	The upgrade of the existing signalised intersection at Bellarine Highway and Ash Road, to increase the length of the right turn lane into Ash Road from Bellarine Highway. All works are to be carried out in accordance with the Planning Permit and the Endorsed Plans.	Upgrade to signalised intersection at Bellarine Highway and Ash Road as per Cardno concept drawing V171945-CI-SK03_v2 as revised by Council pursuant to the recommendation of the Planning Panel for the Amendment C391 ggee .	Prior to the issue of Statement of Compliance for the first Stage, unless completed prior.
2.	Construction of a roundabout at the intersection of Walkers Road and Ash Road. All works are to be carried out in accordance with the Planning Permit and the Endorsed Plans.	Construction of Ash Road / Walkers Road roundabout to the extent shown in Cardno concept drawing V171945-CI-SK01_v2 or as otherwise amended by Council.	At the time the planned southern internal connector road reaches Ash Road.
3.	The 1 Ha Northern Open Space, including seating, paths, landscaping and vegetation in accordance with the open space and landscape plans forming part of the Endorsed Plans .	To the extent shown on the open space plans forming part of the Endorsed Plans which will be generally in accordance with the Tract Landscape Masterplan 0317-0697-60_R001_V07 or as otherwise amended by Council.	The Northern Open Space and the associated landscaping is to be delivered prior to the issue of a Statement of Compliance for the relevant Stage (or as otherwise agreed in writing by Council or at such other time which is agreed by Council and in any event before the issue of the last Statement of Compliance for the development of the Subject Land..
4.	The Southern Open Space including play equipment,	To the extent shown on the open space	The Southern Open Space and associated

<sup>1</sup> *Infrastructure Project* is defined phrase in this Agreement which includes Land Projects where applicable.



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TABLE TO SCHEDULE 3			
	shelters, seating, paths, landscaping and vegetation in accordance with the open space and landscape plans forming part of the Endorsed Plans.	plans forming part of the Endorsed Plans which will be generally in accordance with the Tract Landscape Masterplan 0317-0697-60_R001_V07 or as otherwise amended by Council.	landscaping is to be delivered sequentially in conjunction with the development of adjacent lots, as per any future staging plan approved under the Planning Permit.  The Southern Open Space and associated landscaping is to be delivered prior to the issue of a Statement of Compliance for the relevant Stage (or as otherwise agreed in writing by the Responsible Authority), or at such other time which is agreed by Council and in any event before the issue of the last Statement of Compliance for the development of the Subject Land.
5.	The Northern basin drainage infrastructure, retention basin, wetland and associated landscaping and planting generally in accordance with Spiire plan 305162CE104_vA (or as otherwise amended by Council) and in accordance with the Planning Permit and Endorsed Plans.	To the extent shown on the Spiire plan 305162CE104-vA (or as otherwise amended by Council) and Endorsed Plans.	The Northern drainage infrastructure, wetland and retention basin must be constructed and completed prior to the issue of Statement of Compliance for the first Stage which drains to the Northern basin.
6.	The Southern basin drainage infrastructure, retention basin, wetland and associated landscaping and planting generally in accordance with Spiire plan 305162CE104_vA (or as otherwise amended by Council ) and in accordance with the Planning Permit and Endorsed Plans.	To the extent shown in the Endorsed Plans.	The Southern drainage infrastructure, wetland and retention basin to be constructed and completed prior to the issue of Statement of Compliance for the first Stage which drains to the Southern basin
7.	The construction of the shared external drainage outfall including a share of the drainage outfall along Mollers Lane.	To the extent shown on the Endorsed Plans.	To be delivered in conjunction with the delivery of the Northern basin or Southern basin, whichever occurs first.



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TABLE TO SCHEDULE 3			
8.	The construction of the Sewer Pump Station and rising main.	To the extent shown on the Endorsed Plans.	To be delivered prior to the Statement of Compliance the first lot which drains to the Sewer Pump Station or as otherwise required by Barwon Water.
9.	The construction of the shared sewer outfall from the eastern boundary of the development, along the approved alignment to the location of the sewer pump station.	To the extent shown in the Endorsed Plans.	To be delivered prior to the Statement of Compliance for the first lot which drains to the Sewer Pump Station or as otherwise required by Barwon Water.



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## 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 [REDACTED]  
pursuant to an instrument of delegation  
authorised by Council resolution, in the presence  
of: .....

.....  
Witness

**Signed, sealed and delivered** by [REDACTED] )  
[REDACTED] in the presence of: ) .....

.....  
Signature of Witness

.....  
Full name of Witness



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**Caveator's Consent**

████████████████████ as caveator under instrument no. ██████████ consents to recording of this Agreement on each of the relevant Certificates of Title comprising Subject Land.

.....  
Signature of Sole Director and Sole Company Secretary

.....  
Print full name