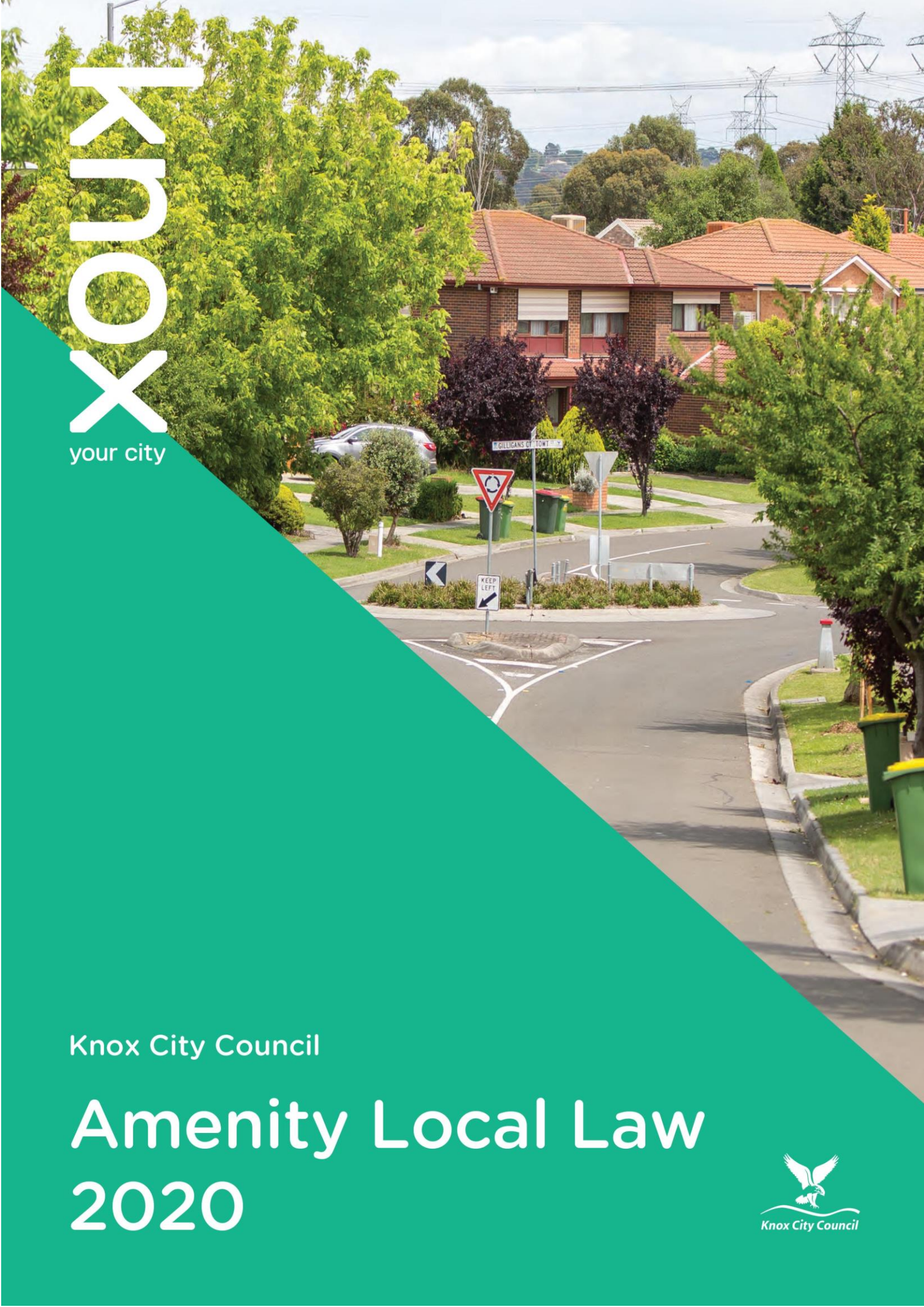


**KNOX**  
your city



Knox City Council

# Amenity Local Law 2020



# Amenity Local Law 2020

## Contents

Section A: Preliminary.....	2
Part 1 : Preliminary, Objectives and Definitions .....	2
Section B: Neighbourhood amenity and your property.....	8
Part 2 : Private Land and neighbourhood amenity .....	8
Part 3 : Private Land and the environment.....	9
Section C: Keeping of Animals .....	12
Part 4 : Animals.....	12
Section D: Use of Council Land and Roads.....	14
Part 5 : Use of <b>Council Land</b> and <b>Roads</b> .....	14
Part 6 : <b>Vehicles</b> on <b>Council Land</b> or <b>Roads</b> .....	15
Part 7 : Trading, fundraising and promotional activities on <b>Council Land</b> or <b>Roads</b> .....	15
Part 8 : <b>Alcohol</b> and Smoking on <b>Council Land</b> and <b>Roads</b> .....	17
Section E: Protection of Council Land & Assets .....	18
Part 9 : <b>Council assets</b> , trees and regulating <b>building sites</b> .....	18
Section F: Administration .....	21
Part 10 : <b>Permits</b> .....	21
Section G: Enforcement.....	24
Part 11 : Compliance and enforcement of the <b>Local Law</b> .....	24
Part 12 : Delegations.....	26
Schedule 1 — Penalties.....	27
Schedule 2 — <b>Smoke Free Areas</b> .....	30

## Section A: Preliminary

### Part 1: Preliminary, Objectives and Definitions

#### Title

1.1 This **Local Law** is called the “*Amenity Local Law 2020*”.

#### What are the objectives of this Local Law?

1.2 The objectives of this **Local Law** are to:

- (a) Provide for the peace, order and good government of the **municipal district**;
- (b) Promote a physical and social environment free from hazards to health, in which the residents of the **municipal district** can enjoy a quality of life that meets the general expectations of the community; and
- (c) Prevent and manage **nuisances** which may adversely affect the enjoyment of life within the **municipal district** or the health, safety and welfare of **persons** within the **municipal district**.  
and to achieve these objectives by:
  - (d) Regulating and managing activities of people within the **municipal district** which may be dangerous, unsafe or detrimental to the quality of life of other people in, or the environment of, the **municipal district**;
  - (e) Regulating and controlling the use and activity relating to **Council land, roads and Council assets**; and
  - (f) providing standards and conditions for specified activities to protect the safety and the welfare of people within, and the environment of, the **municipal district**.

#### What authorises this Local Law?

1.3 This **Local Law** is made under section 111(1) of the *Local Government Act 1989* and section 43 of the *Domestic Animals Act 1994*.

#### When does this Local Law commence?

1.4 This **Local Law** commences on 1 July 2020.

#### When does this Local Law end?

1.5 Unless sooner revoked, in accordance with section 122 of the *Local Government Act 1989*, this **Local Law** is revoked on 1 July 2030.

#### What does this Local Law replace?

1.6 On the commencement of this **Local Law**, the *Knox City Council General Provisions Local Law 2010* is revoked.

#### What does this Local Law apply to?

1.7 This **Local Law** applies throughout the whole of the **municipal district** of the Knox City Council.

1.8 This **Local Law** does not apply where any act or thing is authorised by or under any Act, Rule, Regulation or the **Planning Scheme**.

1.9 Council may declare, by resolution, **private land** that is being used for public purposes as **Council land**.

1.10 Any private land declared under clause 1.9 must be:

- (a) Advertised in a newspaper generally circulating within the municipality; and
- (b) Advised to the owner of the **private land** as shown on **Council’s** rates records at the time of the declaration.



## Are there any exemptions from this Local Law?

1.11 **Council** may, by resolution, **determine** specified **persons**, land or areas within the **municipal district** to be exempt from any provision of this **Local Law** for a specified time and on specified conditions.

## Definitions

1.12 The words identified in **bold** throughout this **Local Law** have the following meaning:

**Acceptable no smoking sign** has the same meaning as in the *Tobacco Act 1987*.

**Act** means the *Local Government Act 1989*.

**Alcohol** means a beverage intended for human consumption, with an Alcoholic content greater than 0.5 per cent by volume at a temperature of 20 degrees celsius.

**Animal housing** means any structure erected for the purpose of housing animals.

**Approval** has the same meaning as **permit**.

**Asset protection approval** means a written **approval** required by **Council** under Clause 9.1 for the protection of **Council land** and **Council assets** during **Building work**.

**Authorised officer** means a **person** appointed by **Council** under section 224 of the **Act** to be an **Authorised Officer** for the purposes of the administration and enforcement of this **Local Law**.

**Barbeque** means any structure or device, erected or fixed outdoors, portable or mobile, which has as its primary purpose the cooking of food for human consumption.

**Bicycle** has the same meaning as in the *Road Safety Road Rules 2017*.

**Building** includes a **building** or any part of a **building** and the whole or any part of a structure, temporary **building** or structure, fence, gate, wall, pavement light, outbuilding, service installation, mast, pole and other appurtenance to a **building**.

**Building site** means any land upon which **building work** is being carried out, or which is being prepared for **building work** to be carried out.

**Building work** includes any work for which a building **permit** is required under the *Building Act 1993* and includes any work with respect to the construction, alteration, renovation, demolition or removal of any **building**.

**Bulk rubbish container** means a bin, skip, container or other receptacle used for the deposit of waste or refuse, but excludes an approved **garbage bin** issued by **Council**.

**Busking** means to provide a form of public performance or entertainment for voluntary donations. Busking includes, but is not limited to: playing a musical instrument, singing recitations, conjuring or performing magic, performing puppetry, pavement art, juggling, miming, dancing, other theatrical or visual performance.

**Camp** means using a **caravan**, tent, sleeping bag, vehicle, shipping container, shed or like structure for residential accommodation (either temporary or permanent) by a **person**.

**Caravan** includes a campervan, motor home, moveable dwelling or similar vehicle.

**Child care centre** means a **building** located on either **Council land** or **private land** used by a **person** to care for 4 or more children under the age of 13 years, in the absence of their parents or guardians, for the payment of a fee or other consideration.

**Children's playground** means **Council land** set aside or used for the predominant purpose of a children's play area.

**Council** means Knox City Council.

**Council asset** means a physical item that is owned, maintained, managed or controlled by **Council** and provides or contributes to the local amenity and/or the provision of physical services to the community, including but not limited to:

- (a) **road**;
- (b) drain;
- (c) drainage infrastructure;
- (d) street tree;
- (e) street **sign**; or
- (f) other property vested in or under the control of **Council**.

**Council land** means land, **buildings** and facilities, excluding a **road**, which is vested in, owned or occupied, managed or controlled by **Council**.

**Declared significant tree** means a tree declared by **Council** as a significant tree.

**Declared significant vegetation** means vegetation that is declared by **Council** as significant vegetation.

**Determine** or **Determined** means decided or specified by **Council**.

**Dilapidated** means a **building** which is in a state of significant disrepair or has deteriorated or fallen into a state of partial ruin as a result of damage, age, neglect, poor maintenance or misuse. This may be characterised by a state or condition of a **building** which, in the opinion of an **authorised officer**, has:

- (a) missing, broken or deteriorated exterior cladding; and/or
- (b) deteriorated guttering or downpipes; and/or
- (c) broken or missing windows, window-awnings, eave lining or doors; and/or
- (d) missing or broken roofing; and/or
- (e) deteriorated internal gates and fences; and/or
- (f) inadequate or no maintenance; and/or
- (g) any other **building** condition in a state of significant disrepair or which is a detriment to the appearance of the surrounding area.

**Donation bin** means any bin for the purpose or apparent purpose of the collection of donated items.

**Environmental weed** means any weed that is **determined** by **Council** as an **environmental weed**.

**Event** means an organised recreational, cultural, commercial or social event or gathering of people, including a carnival, festival, street party, procession or any similar activity.

**Garbage bin** means a bin supplied or approved by **Council** for the collection of garbage.

**Incinerator** means an outside structure, device or piece of equipment which is designed, adapted, used or capable of being used for the burning of any unwanted material or substance.

**Infringement Notice** means an **infringement notice** issued under the *Infringements Act 2006*.

**Large bird** means any cockatoo or other bird of similar or larger size of any age but does not include **poultry** or pigeons.

**Livestock** has the same meaning as in the *Impounding of Livestock Act 1994*, namely an animal (including a bird) on any species used in connection with primary production or kept for recreational purposes other than a dog or a cat (including but not limited to horses, cattle, sheep, donkeys, mules, goats, pigs and deers of any age).

**Local Law** means this *Amenity Local Law 2020*.

**Model aircraft** includes any remote controlled aeroplane, helicopter, drone or similar (excluding kites).

**Motoring assistance organisation** means an organisation established to provide or which is providing roadside mechanical assistance for the sole purpose of enabling the motorist to proceed with his or her journey or to move the **vehicle** to another location, and includes any operator of tow trucks or similar **vehicles**.

**Motorised toy vehicle** means any recreational **vehicle** which may be propelled or operated (including by remote control) by internal combustion, steam, gas, oil, electricity or any other power.

**Municipal district** means the **municipal district** of **Council**.

**Net gain** means where the overall gains are greater than overall losses for vegetation and habitat.

**Notice to Comply** means a written direction prepared by an **Authorised Officer** of **Council** in accordance with Clause 11.9 of this **Local Law**.

**Nuisance** includes any behaviour or condition which is liable to be dangerous to health, offensive or injurious to personal comfort.

**Occupier** means the **person** or **persons** in charge, or having the management or control of, or legally entitled to occupy land (including premises) and includes, in relation to land which has a lot entitlement or lot liability in respect of common property, the Owners Corporation created on the registration of a Plan of Subdivision affecting that land.

**Open air** has the same meaning as in section 34A of the *Country Fire Authority Act 1958*, being any place other than within a permanent structure (ie. Structure of a permanent kind consisting of a roof and fully enclosed on all sides, or a caravan, but does not include a tent).

**Owner** in relation to land means the **person** who is registered on the Certificate of Title as the **owner** of the land, or the **person** who is or is entitled to be so registered, or the **person** who is otherwise entitled to exercise any rights of ownership of the land.

**Penalty unit** has the same meaning as in section 110(2) of the *Sentencing Act 1991*.

**Permit** means a **permit** or **approval**, authorised or required under this **Local Law**, and issued in accordance with the provisions of this **Local Law**.

**Permit holder** means a company, **person** or **persons** in whose name a **permit** has been issued.

**Person** includes a natural **person**, a corporation, an association incorporated under the *Association Incorporation Act 1981*, a partnership and an unincorporated association.

**Person in charge of building work** means:

- (a) a **person** in charge of a **building site**; or
- (b) a **person** who causes **building work** to be carried out on any **private land**; or
- (c) the **person** whose name appears on any **building permit** taken out on the subject **private land** where **building work** is to be undertaken; or
- (d) the **owner** of a **building site** or, if a company is the registered proprietor of the **building site**, each director of that company.

**Planning Scheme** means the Knox Planning Scheme.

**Poultry** means any chickens, ducks, geese, peacocks, pheasants, turkeys, bantam, squab, guinea fowls and anything similar of any age but excluding **roosters**.

**Private land** means any land which is privately owned or occupied, and structures and fixtures on such land (excluding **Council land** or land vested in the Crown).

**Property address** means the **road** name and street number allocated to a property within the **municipal district** and may include, where there are multiple tenements within a property or multiple properties at one street number, the use of lot or unit numbers.

**Public place** has the meaning ascribed to it by the *Summary Offences Act 1966*.

**Road** has the same meaning as in the Act, namely:

- (a) a street;
- (b) a right of way;
- (c) any land reserved or proclaimed as a street or **road** under the *Crown Land (Reserves) Act 1978* or the *Land Act 1958*;
- (d) a public **road** under the *Road Management Act 2004*;
- (e) a passage;
- (f) a cul de sac;
- (g) a by-pass;
- (h) a bridge or ford;
- (i) a footpath, bicycle path or nature strip; and
- (j) any culvert or kerbing or other land or works forming part of the **road**.

**Rooster** means a male fowl of any age.

**Sign** includes any letter, figure, symbol, device, poster, **sign**, banner, electronic projection or message used for notifying:

- (a) the existence of the sale or use of any goods or services; or
- (b) the holding of an **event** or function; or
- (c) the promotion of any **person**, company, organisation, industry or thing.

**Site fencing** means a temporary or permanent fence around the entire perimeter of a **building site** at the commencement and for the duration of the **building work**:

- (a) at a height of not less than eighteen hundred (1800) millimetres;
- (b) capable of preventing litter from being transported from a **building site** by wind;
- (c) capable of preventing unauthorised **persons** accessing the **building site**; and
- (d) having not more than one access opening fitted with gates, which is located to correspond with the **vehicle crossing** for the **building site**.

**Site identification** means a **sign** that is at least six hundred (600) millimetres in height and four hundred (400) millimetres in length, is erected at the entrance to the **building site** and is clearly visible from the **road**, and includes on the **sign** the:

- (a) lot number, as described on the Certificate of Title relevant to the land and house number if available;
- (b) name of the **owner**, developer or builder responsible for the **building site**;
- (c) relevant building surveyor's contact name and phone number; and
- (d) twenty-four (24) hour contact telephone number or numbers for the **owner**, developer or builder responsible for the **building site**.

**Small bird** means any budgerigar, canary, finch or other similar size or smaller bird (excluding **poultry**).

**Smoke free area** means an area:

- (a) identified in Schedule 2 to this **Local Law**; or
- (b) **determined** to be a **smoke free area** in accordance with clause 8.6 of this **Local Law**.

**Street furniture** means tables and chairs, stools and benches, umbrellas, heater, planter box, wind frames (barriers) and other items associated with trading activities.

**Temporary vehicle crossing** means any material that is used to protect a **road**, kerb, channel or footpath while **building work** is being undertaken that has been constructed and maintained to the satisfaction of **Council**.

**Tobacco product** has the same meaning as in the *Tobacco Act 1987*.

**Unmanaged honeybee swarm** means a colony of honeybees hiving or swarming in an unmanaged capacity on **private land**.

**Unightly** means a state or condition of a property characterised by the opinion of an **Authorised Officer** as having the presence of one or more of the following features or similar features:

- (a) excessive waste; and/or
- (b) discarded, rejected, surplus or abandoned solid or liquid materials; and/or
- (c) an accumulation of building waste and materials; and/or
- (d) unregistered **vehicles**; and/or
- (e) disassembled or incomplete **vehicles**, excessive machinery, machinery parts or similar; and/or
- (f) excessive dead, diseased or dying vegetation; and/or
- (g) excessively long grass and/or weeds; and/or
- (h) a disused excavation; and/or
- (i) anything being built which is left incomplete or any other thing which is a detriment to the appearance of the surrounding area.

**Vehicle** has the same meaning as in the *Road Safety Road Rules 2017*, being:

- (a) a motor **vehicle**, trailer and tram; and
- (b) a **bicycle**; and
- (c) an animal-drawn **vehicle**, and an animal that is being ridden or drawing a **vehicle**; and
- (d) a combination; and
- (e) a motorised wheelchair that can travel at over 10 kilometres per hour (on level ground) – but does not include another kind of wheelchair, a train, a **wheeled recreational device**, a **wheeled toy** or an electric personal transporter.

**Vehicle crossing** means a constructed surface for vehicular access to **private land**.

**Wheeled recreational device** has the same meaning as in the *Road Safety Road Rules 2017*, being:

Means a wheeled device, built to transport a **person**, propelled by human power or gravity (or in the case of a scooter, propelled by a **person** pushing one foot against the ground, or by an electric motor or motors, or by a combination of these), and ordinarily used for recreation or play, and –

- (a) includes rollerblades, rollerskates, a skateboard, a scooter that is not a motor **vehicle**, or similar wheeled device, but
- (b) does not include a golf buggy, pram, stroller or trolley, or a **bicycle**, an electric personal transporter, a wheelchair or **wheeled toy**, or a scooter that is a motor **vehicle**.

**Wheeled toy** has the same meaning as in the *Road Safety Road Rules 2017*, being:

Means a child's pedal car, scooter (other than a motorised scooter) or tricycle or a similar toy, but only when it is being used only by a child who is under 12 years old.

- 1.13 Where a word or phrase is given a particular meaning in the **Local Law**, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.



## Section B: Neighbourhood amenity and your property

### Part 2: Private Land and neighbourhood amenity

**Introduction:** This Part relates to the appearance and condition of **private land** and properties in the municipality, and includes properties that have been allowed to reach a **dilapidated, unsightly** or dangerous condition. This part also contains provisions to provide for clear signage of street numbers to assist in the management of the municipality and to assist emergency services.

#### Condition of private land

- 2.1 An **owner** or **occupier** of **private land** must not cause or allow that **private land** to be kept in a manner which is or is likely to constitute a danger to health or property.  
**Maximum Penalty: 20 Penalty Units**
- 2.2 An **owner** or **occupier** of **private land** must not cause or allow that **private land** to be kept in a manner which is **unsightly** or detrimental to the general amenity of the neighbourhood in which it is located.  
**Maximum Penalty: 15 Penalty Units**
- 2.3 An **owner** or **occupier** of **private land** must not cause or allow that **private land** to be used in a manner so as to be detrimental to the amenity of the immediate area.  
**Maximum Penalty: 15 Penalty Units**

#### Obstructions from private land

- 2.4 Without a **permit**, an **owner** or **occupier** of **private land** must not allow any vegetation, **sign**, fence, structure or other thing on that **private land** to:
- (a) encroach over any **Council land** or **road** to a height less than 2.5 metres;
  - (b) encroach over any **road** comprising the **road** pavement for the traffic of **vehicles** to a height less than 5 metres; or
  - (c) obstruct the clear view of traffic controls by a **person** on the adjacent **road**, or substantially interferes with **vehicle** or pedestrian use of any **Council land** or **road** or with street lighting.  
**Maximum Penalty: 15 Penalty Units**
- 2.5 Without a **permit**, an **owner** or **occupier** of **private land** must not encroach, place or allow to be placed any obstruction or other thing on **Council land** or **road**.  
**Maximum Penalty: 15 Penalty Units**

#### Dilapidated buildings

- 2.6 An **owner** or **occupier** of **private land**:
- (a) must not allow a **building** located on that **private land** to:
    - (i) become **dilapidated**; or
    - (ii) become **dilapidated** further; and
  - (b) must not fail to maintain any **building** on that **private land** in a state of good repair.  
**Maximum Penalty: 20 Penalty Units**
- 2.7 The **owner** or **occupier** of **private land** on which there is a vacant **dilapidated building** must take all reasonable steps to secure the **private land** from unauthorised access.  
**Maximum Penalty: 20 Penalty Units**

- 2.8 For the purposes of sub-clause 2.6(a), a **building** is **dilapidated** if it is in a state of disrepair or has deteriorated or fallen into a state of partial ruin as a result of age, neglect, poor maintenance or misuse.

### Heavy and long vehicles on Private Land

- 2.9 Without a **permit**, a **person** must not, on **private land** keep or do any work on a **vehicle** which is 7.5 metres or more in length or 4.5 tonne or more in gross **vehicle** mass.

**Maximum Penalty: 15 Penalty Units**

### Temporary accommodation / camping on Private Land

- 2.10 Without a **permit**, an **owner** or **occupier** of **private land** must not occupy or allow another **person** to occupy a **caravan, vehicle**, shed, tent or any other temporary, makeshift or like structure on **private land**.

**Maximum Penalty: 15 Penalty Units**

### Property numbers

- 2.11 **Council** may allocate a **property address** to each property in the **municipal district** and, from time to time, may make changes to **property addresses**.

- 2.12 For each property that has been allocated a **property address** under clause 2.11, the **owner** or **occupier** must mark the **private land** with the street number allocated, which number must be of sufficient size, in such a position, made of such material and kept in such state of repair as to be clearly readable from the **road** which the **private land** fronts, under all normal lighting conditions.

**Maximum Penalty: 10 Penalty Units**

- 2.13 An **owner** or **occupier** must not use an address other than the **property address** for the **private land**.

**Maximum Penalty: 15 Penalty Units**

### Intruder Alarms

- 2.14 An **owner** or **occupier** of **private land** must not install or **permit** to be installed or cause to be retained in an active state; at or upon that **private land**, any alarm which emits a noise audible beyond the boundary of the land, unless the alarm is so constructed or regulated as to ensure that:
- (a) whenever a detection device is activated, the intruder alarm is automatically rendered inaudible beyond the boundary of the land within ten (10) minutes of it being activated; and
  - (b) the intruder alarm cannot re-activate until the device has been re-set.

**Maximum Penalty: 15 Penalty Units**

## Part 3: Private Land and the environment

**Introduction:** *This Part contains provisions which aim to preserve the environment in the municipality, for a range of matters that are not already regulated for by other legislation.*

### Environmental weeds

- 3.1 The **Council** may **determine** any type of vegetation to be an **environmental weed** to which this **Local Law** applies.

- 3.2 An **owner** or **occupier** of **private land** of 2 hectares or less must not allow the **private land** to support the growth of any **environmental weed** as **determined** under clause 3.1.

**Maximum Penalty: 15 Penalty Units**

## Tree and Vegetation Protection

- 3.3 Without a **permit**, a **person** must not cut, trim, lop, prune or allow to be cut, trimmed, lopped or pruned on any **private land** a **declared significant tree** or **declared significant vegetation**.  
**Maximum Penalty: 20 Penalty Units**
- 3.4 Any **person** found guilty of an offence under clause 3.3 may be required by **Council** to provide restitution of vegetation based on a **net gain** principle.
- 3.5 Any **person** subject to a requirement under clause 3.4 must satisfy that requirement.  
**Maximum Penalty: 20 Penalty Units**

## Open air burning

- 3.6 Without a **permit**, a **person** must not light a fire or allow a fire to remain alight in the **open air**.  
**Maximum Penalty: 15 Penalty Units**
- 3.7 Clause 3.6 does not apply to:  
(a) a tool of trade;  
(b) a **barbeque** or similar for the purposes of cooking food for human consumption;  
(c) a brazier, chiminea or small receptacle built for containing a fire for the purposes of personal heating; or  
(d) a **person** authorised to engage in an activity for or on behalf of a public authority, providing that no **nuisance** is caused by the emission of smoke, soot, ash or odours.
- 3.8 A **person** who has lit or allowed a fire to remain alight contrary to clause 3.6 or any conditions in a **permit**, must extinguish the fire immediately on being directed to do so by an **Authorised Officer**.  
**Maximum Penalty: 20 Penalty Units**
- 3.9 No **permit** to burn will be issued during a declared fire danger period.
- 3.10 An **owner** or **occupier** of **private land** must not construct, erect, install, allow to remain, use or permit to be used an **incinerator** on any **private land**.  
**Maximum Penalty: 20 Penalty Units**

## Pests on private land

- 3.11 An **owner** or **occupier** of **private land** must, upon becoming aware of the existence of an unmanaged honey bee swarm on that **private land**, take immediate steps to cause the hive or swarm to be removed.  
**Maximum Penalty: 15 Penalty Units**
- 3.12 An **owner** or **occupier** of **private land** must, upon becoming aware of the existence of a wasp nest on that **private land**, take immediate steps to cause the nest to be destroyed.  
**Maximum Penalty: 15 Penalty Units**
- 3.13 An **owner** or **occupier** of **private land** must, upon becoming aware of the existence of rats or mice on that **private land**, take immediate steps to:  
(a) destroy any rats or mice on that **private land**; and/or  
(b) remove or rectify any conditions on the **private land** which are conducive to the harbouring, breeding or feeding of rats and mice.  
**Maximum Penalty: 15 Penalty Units**
- 3.14 Clause 3.13 does not apply to:  
(a) rats or mice bred or kept exclusively for research, scientific or educational purposes; or  
(b) rats or mice bred or kept exclusively as domestic pets.

## Council waste services

3.15 The *Use of Waste Collection Services Policy* is incorporated into and forms part of this **Local Law**.

3.16 A **person** who contravenes the *Use of Waste Collection Services Policy* is guilty of an offence.

**Maximum Penalty: 15 Penalty Units**

## Non-Council waste services

3.17 Where an **owner** or **occupier** of **private land** uses a non-**Council** managed waste collection service in respect to that **private land**, the **owner** or **occupier** of that **private land** must ensure that the:

- (a) service provided be at a standard and frequency equivalent to that provided by **Council**; and
- (b) bin/receptacle be kept in a clean and sanitary condition; and
- (c) bin/receptacle not be stored or used in any manner so as to cause a **nuisance** or become detrimental to the amenity of the immediate area.

**Maximum Penalty: 15 Penalty Units**

## Commercial or Trade waste

3.18 Without a **permit**, a **person** must not place out for collection a commercial or trade waste bin/container on a **road** or **Council land**.

**Maximum Penalty: 15 Penalty Units**

3.19 Where an **owner** or **occupier** of **private land** has or stores commercial or trade waste on that **private land**, the **owner** or **occupier** of that **private land** must ensure that the:

- (a) bin/container and the surrounding area be kept in a clean and sanitary condition; and
- (b) commercial waste be regularly removed, at the frequency required to ensure that the bin/container is not overflowing; and
- (c) bin/container be labelled with the address of the property, in accordance with any direction by an **Authorised Officer**; and
- (d) label on the bin/container be maintained and be clearly readable from the **road**, which the **private land** fronts, under all normal lighting conditions.

**Maximum Penalty: 20 Penalty Units**

3.20 A **person** must not place commercial or trade waste:

- (a) in a public litter bin;
- (b) in a public recycle bin;
- (c) on a hard-waste collection pile;
- (d) in a **Council** supplied bin that is for the purpose of residential collection;
- (e) in a **Council** supplied bin that is for commercial collection, for a property they do not own or occupy.

**Maximum Penalty: 20 Penalty Units**



## Section C: Keeping of Animals

### Part 4: Animals

*Introduction: This Part contains provisions which aim to ensure that any animals kept on **private land** do not cause a **nuisance** or adverse impact on the amenity of the area.*

#### Limits on number of animals kept

4.1 An **owner** or **occupier** of **private land**, the area of which is less than or equal to 4,000 square metres must not, without a **permit**, keep or allow to be kept on that **private land** any more in number for each animal than is set out in the following table:

Type of animal	Number
Dogs	Two (2)
Cats	Two (2)
<b>Poultry</b>	Five (5)
<b>Small birds</b>	Twenty Five (25)
<b>Large Birds</b>	Five (5)
Ferrets, Guinea Pigs, Rabbits or Rodents	Five (5)

**Maximum Penalty: 15 Penalty Units**

4.2 Unless specifically permitted under a **Planning Scheme** applicable to the **private land** or an Act, a **person** must not, without a **permit**, keep **livestock** on any **private land** which is less than 4,000 square metres.  
**Maximum Penalty: 15 Penalty Units**

4.3 Unless specifically permitted under a **Planning Scheme** applicable to the **private land** or any **Act**, a **person** must not keep a **rooster** on any **private land**.  
**Maximum Penalty: 15 Penalty Units**

#### Animal housing

4.4 The **owner** of an animal and the **owner** or **occupier** of the **private land** on which the animal is kept, must ensure that the **animal housing**:

- is constructed or altered to the satisfaction of an **Authorised Officer** with adequate roofing, flooring and drainage;
- is maintained in a clean and sanitary condition;
- provides adequate shelter for the number of and welfare needs of the **animal**;
- is maintained in good repair so as to not cause **nuisance** to neighbouring properties;
- is located at a distance from neighbouring properties and dwellings that is to the satisfaction of an **Authorised Officer**;
- is kept clear of materials which may harbour vermin.

**Maximum Penalty: 15 Penalty Units**

4.5 The **owner** of an animal and the **owner** or **occupier** of the **private land** on which the animal is housed must ensure that animal food is stored as to prevent access by vermin or insects, to the satisfaction of an **Authorised Officer**.  
**Maximum Penalty: 15 Penalty Units**

## Removal of Animal Waste

4.6 A **person** in charge of an animal on **Council land** or on a **road** must carry a facility for the effective removal of any waste that may be deposited by that animal.

**Maximum Penalty: 10 Penalty Units**

4.7 A **person** in charge of an animal on **Council land** or on a **road** must collect from the **Council land** or **road** and appropriately dispose of any waste deposited by that animal.

**Maximum Penalty: 10 Penalty Units**

## Animal noise and odour

4.8 The **owner** of an animal and the **owner** or **occupier** of the **private land** on which the animal is kept must not allow noise or odour to emanate from the animal as to interfere with the amenity of the immediate area..

**Maximum Penalty: 15 Penalty Units**

4.9 Clause 4.8 does not apply to any class of animal where another **Act** or legislation applies.

## Feeding of animals and birds

4.10 If the feeding of an uncaged bird and/or animal by a **person** interferes with the amenity of the immediate area or causes damage to property, an **Authorised Officer** may direct the **person** to cease feeding the bird and/or animal.

4.11 Any **person** who is given a direction under clause 4.10 must comply with that direction.

**Maximum Penalty: 20 Penalty Units**

## Section D: Use of Council Land and Roads

### Part 5: Use of Council Land and Roads

*Introduction: This Part contains provisions to protect the amenity of Council land or roads through controls prohibiting persons from causing damage to, or acting in a socially unacceptable manner on Council land or roads.*

#### Behaviour on Council Land and Roads

- 5.1 A **person** must not behave, on **Council land** or on a **road** in such a manner as to interfere with another **person's** reasonable use of that **Council land** or **road**.  
**Maximum Penalty: 15 Penalty Units**
- 5.2 A **person** must not behave, on **Council land** or on a **road** in such a manner as to endanger or be likely to endanger a **person's** health or life, property, or an animal.  
**Maximum Penalty: 20 Penalty Units**
- 5.3 A **person** must comply with any **sign** erected on **Council land** or **road** by **Council**.  
**Maximum Penalty: 15 Penalty Units**

#### Camping on Council Land

- 5.4 Without a **permit**, a **person** must not **camp** in or on any **Council land** or **road**.  
**Maximum Penalty: 15 Penalty Units**

#### Obstructions on Roads and Council Land

- 5.5 Without a **permit**, a **person** must not place or **permit** to be placed or allow to remain on a **road** or **Council land**:
- (a) a **bulk rubbish container**; or
  - (b) a shipping container; or
  - (c) a **donation bin**; or
  - (d) any other thing.
- Maximum Penalty: 20 Penalty Units**

#### Shopping Trolleys

- 5.6 A **person** must not leave a shopping trolley on a **road** or **Council land**, except in an area designated for the leaving of shopping trolleys.  
**Maximum Penalty: 15 Penalty Units**
- 5.7 The **owner** of a shopping trolley must ensure that their name and trading name are clearly marked on the shopping trolley.  
**Maximum Penalty: 15 Penalty Units**
- 5.8 The **owner** of a shopping trolley must not allow the **shopping trolley** to be left on a **road** or **Council land**, except in an area designated for the leaving of shopping trolleys.  
**Maximum Penalty: 15 Penalty Units**

#### Use of Toy Vehicles or Aircraft

- 5.9 A **person** must not use or allow to be used a **wheeled toy**, **wheeled recreational device**, **motorised toy vehicle** or **model aircraft** on a **road** or **Council land** so as to endanger, intimidate or unduly obstruct any other **person** or **vehicle** lawfully using or intending to use the same area, or damage property.  
**Maximum Penalty: 15 Penalty Units**

- 5.10 The **Council** may **determine** a **road** or **Council land** in which the use of a **wheeled toy, wheeled recreational device, motorised toy vehicle** or **model aircraft** is prohibited, where it considers that the use of these items is reasonably likely to cause physical damage to infrastructure, or would prevent the free passage of other users of the **road** or **Council land**, or damage property, or **Council assets**

### Fireworks on Council Land and Roads

- 5.11 Without a **permit**, a **person** must not discharge or cause or allow to be discharged any fireworks on a **road** or **Council land**.

**Maximum Penalty: 20 Penalty Units**

## Part 6: Vehicles on Council Land or Roads

*Introduction: This Part contains provisions regarding the placement of **vehicles** on **Council land** or **roads**, for matters that are not already regulated for by other legislation.*

### Vehicles on Council Land and Roads

- 6.1 Without a **permit**, a **person** must not use, or allow to remain, any **vehicle** on any **Council land** or **road** unless set aside for **vehicle** parking or is a designated roadway.

**Maximum Penalty: 15 Penalty Units**

### Repairing vehicles

- 6.2 Subject to clause 6.3, a **person** must not paint, service, carry out maintenance on, dismantle or repair a **vehicle** on a **road** or **Council land**.

**Maximum Penalty: 15 Penalty Units**

- 6.3 Clause 6.2 does not apply to a minor repair being undertaken by a **motoring assistance organisation** to enable the immediate removal of the **vehicle**.

## Part 7: Trading, fundraising and promotional activities on Council Land or Roads

*Introduction: This Part contains provisions relating to commercial, fundraising and promotional activities on **Council land** and **roads**. It establishes a **permit** system to regulate these activities, and aims to enhance the appearance and safety of streets and **public places** by controlling the placement of items on **Council land** and **roads**. It contains provisions which aim to manage and facilitate responsible trading, entertainment and promotional activities on **Council land** and **roads** - to ensure the free passage and use of these areas by all users of these areas, and to maintain the amenity of the neighbourhood.*

### Activities on Council Land or Roads

- 7.1 Without a **permit**, a **person** must not, or cause or authorise another **person** to, on or above a **road** or **Council land**:
- (a) display or sell any goods or services;
  - (b) place out, or affix to anything, any **sign**;
  - (c) place any **street furniture** or associated items;
  - (d) place any structure for the purpose of selling, promoting or offering to sell any goods or services;
  - (e) sell or trade, or offer for sale or trade, or display to give away, any:
    - (i) **vehicle**; or
    - (ii) goods or services carried about or placed on the **person** or any other movable thing.

**Maximum Penalty: 15 Penalty Units**



## Election signage

- 7.2 Without a **permit**, a **person** must not place a **sign** promoting a candidate or political party associated with a local, state or federal election on a **road** or **Council land**.  
**Maximum Penalty: 15 Penalty Units**
- 7.3 Election **signs** subject to clause 7.2 will be considered in accordance with the following criteria:
- (a) **signs** are placed in accordance with the conditions and at pre-approved locations **determined** by **Council**;
  - (b) **signs** are not to be placed at prohibited locations as **determined** by **Council**; and
  - (c) **signs** at other locations not included in clause 7.3(a) are subject to site-specific review and **approval** by an **Authorised Officer**.
- 7.4 The placement of election signage must not:
- (a) create a danger to any **person** or property or damage **Council land** or **road**; or
  - (b) interfere with a **person's** reasonable use or obstruct **Council land** or **road**.
- Maximum Penalty: 15 Penalty Units**

Note: The placement of election signage must comply with all relevant State and Federal laws. Non compliant signage may be impounded or directed to be removed by an **Authorised Officer** under section 11 of this **Local Law**. Election signage may include information about a candidate for an election.

## Appeals and Collections

- 7.5 Without a **permit**, a **person** must not or authorise another **person** to solicit or collect on any **road** or **Council land** any money, items or subscriptions for any purpose.  
**Maximum Penalty: 15 Penalty Units**
- 7.6 Without a **permit**, a **person** must not or authorise another **person** to hand out or distribute any handbill, placard, notice, pamphlet, book, paper, advertising material or similar thing, on any **road** or **Council land**.  
**Maximum Penalty: 15 Penalty Units**
- 7.7 Without a **permit**, a **person** must not or authorise another **person** to erect or place on any **road** or **Council land** any **vehicle, caravan, trailer**, table, stall or similar structure for the purpose of selling or offering for sale any goods or services or conducting a raffle or lottery.  
**Maximum Penalty: 15 Penalty Units**

## Commercial Filming and Photography on Council Land

- 7.8 Without a **permit**, a **person** must not conduct any filming or photography for commercial purposes, public exhibition or purposes associated with formal study, which involves the placement or use of a tripod, other equipment or items or **vehicles** on any **Council land** or a **road**.  
**Maximum Penalty: 15 Penalty Units**

Note: The **Council** will take into account the *Filming Approval Act 2014* in considering an application for a **permit** under clause 7.8.

## Event on Council Land

- 7.9 Without a **permit**, a **person** must not conduct a function, **event, busking** or entertainment on any **road** or **Council land** that:
- (a) substantially occupies the **road** or **Council land**; or
  - (b) encroaches or impacts or is likely to encroach or impacts, on another **person's** use and enjoyment of the **road** or **Council land**.
- Maximum Penalty: 15 Penalty Units**

## Part 8: Alcohol and Smoking on Council Land and Roads

*Introduction: This Part provides controls, related to the smoking of tobacco and consumption of **alcohol**, to achieve responsible management of **Council land** or **roads** so as to enhance the enjoyment of these areas by the community.*

### Alcohol

- 8.1 Without a **permit**, a **person** must not consume **alcohol** or have in their possession **alcohol** in an open container in or on **Council land** or **road**, except at the times and in the places **determined** by **Council**.  
**Maximum Penalty: 15 Penalty Units**
- 8.2 Where an **Authorised Officer** or Victoria Police Officer reasonably believes that a **person** has contravened or is contravening clause 8.1, the **Authorised Officer** or Victoria Police Officer may direct that **person** to:
- (a) empty any open container containing **alcohol** or reseal that open container; or
  - (b) surrender any open container containing **alcohol** to the **Authorised Officer** or Victoria Police officer.
- Maximum Penalty: 20 Penalty Units**
- 8.3 Clause 8.1 does not apply to a **person** who consumes **alcohol** in a licenced premises or authorised premises or any other place where the consumption of alcohol is permitted under the *Liquor Control Reform Act 1998*.

### Smoking in a smoke free area

- 8.4 A **person** must not smoke a **tobacco product** in a **smoke free area**.  
Note: Smoke in relation to clause 8.4 has the same meaning as in the *Tobacco Act 1987*.  
**Maximum Penalty: 15 Penalty Units**
- 8.5 Where an **Authorised Officer** believes on reasonable grounds that a **person** is contravening or has contravened clause 8.4, the **Authorised Officer** may direct the **person** to extinguish and then dispose of the **tobacco product**.
- 8.6 Any **person** who is given a direction under clause 8.5 must comply with that direction.  
**Maximum Penalty: 20 Penalty Units**
- 8.7 In addition to the **smoke-free areas** identified in Schedule 2 of this **Local Law**, the **Council** may **determine**, by resolution, any other area within the municipality to be a **smoke free area**.

## Section E: Protection of Council Land & Assets

### Part 9: Council assets, trees and regulating building sites

*Introduction: This Part protects Council land and assets, including drains, vehicle crossings and Council trees and plants. These provisions establish a system of asset protection approvals, as a means of regulating building work which has potential to damage Council land or assets.*

#### Building Management

##### Asset protection approval

9.1 Prior to commencing or causing or allowing **building work** on **private land**, the **owner** or **occupier** of **private land** must not commence or cause or allow **building work** on that **private land** without obtaining an **asset protection approval**.

**Maximum Penalty: 20 Penalty Units**

9.2 An **asset protection approval** will require the payment of an asset protection fee and may, if required by **Council**, contain conditions that:

- (a) require works to be done on or around the **building site** to protect any **Council asset**, the health and safety of the public, the environment and the amenity of the area, or to be in accordance with the relevant legislative framework; and/or
- (b) require entry to and exit from the **building site** only at designated locations; and/or
- (c) address any other matter referred to in this Part.

##### Notification upon completion of building work

9.3 The **owner** or **occupier** or **person in charge of building work** must advise **Council** within 7 days of completion of all **building work** covered by the **asset protection approval** that such works are complete and ready for inspection by an **Authorised Officer**, to enable a final inspection by **Council** and assessment of any damage to any **Council asset** that has occurred while the **asset protection approval** is in place.

**Maximum Penalty: 20 Penalty Units**

##### Inspection of Council assets

9.4 As soon as practicable after receiving notice of completion of the **building work**, **Council** will undertake an inspection of **Council assets** to **determine** any damage to **Council assets** that has been caused as a result of the execution of the **building works** the subject of the **asset protection approval**

9.5 If, as a result of any inspection under Clause 9.3 and 9.4 damage has been caused to any **Council asset** as a result of the execution of the **building work** the subject of the **asset protection approval**, **Council** may:

- (a) direct the **owner** or **occupier** or **person in charge of building work** of the **building site** to repair the damage at the **owner** or **occupier's** cost, to the satisfaction of **Council** and within a period of not more than twenty eight (28) days; and/or
- (b) if repair of any damaged **Council asset** is required under Clause 9.5(a), the **owner** must carry out the repairs to the satisfaction of, and within the timeframe specified by **Council**.

**Maximum Penalty: 20 Penalty Units**

9.6 A **person in charge of building work** must ensure and provide the following:

- (a) an onsite and functioning toilet facility;
- (b) access for the emptying and collection of temporary toilet facilities;
- (c) a maintenance program so that there are no offensive odours or any adverse visual impact on neighbouring properties from the toilet facility;
- (d) waste produced as a result of **building work** on the **building site** is:
  - (i) contained entirely within the **building site**;

- (ii) stored in a manner that does not attract the depositing of waste from sources other than the site;
  - (iii) stored in a manner that does not cause detriment to the visual amenity of the area in which the **building site** is located; and
  - (iv) disposed of regularly, and, where that waste is in the form of stormwater, to a legal point of discharge.
- (e) a litter container with lid of sufficient size;
  - (f) emergency contact details clearly displayed;
  - (g) a temporary or permanent fence to a minimum height of 1.8 metres that is fully contained within the **private land**, that secures the **private land** and is to the satisfaction of **Council**; and
  - (h) a temporary or permanent fence where gates or access points in the fence open onto the **private land**; and
  - (i) the **building site** is provided with clearly legible and clean **site identification**.

**Maximum Penalty: 20 Penalty Units**

9.7 A **person in charge of building work** must also:

- (a) undertake all approved **building work** on the **building site** unless otherwise directed by **Council**;
- (b) store all **building** related material on the **building site**;
- (c) place all litter capable of being blown from the **building site** in a suitable litter container;
- (d) prevent any sediment, mud, erosion, potential stormwater pollutants or other site run off from leaving the **building site**;
- (e) manage any dust or air pollutants from the **building site** to minimise **nuisance**;
- (f) ensure **vehicle** access to the **building site** is via a **vehicle crossing** or a **temporary vehicle crossing**;
- (g) ensure that for the duration of the **building work** the **vehicle crossing** or **temporary vehicle crossing** is maintained in a clean and safe manner for **vehicles** and pedestrians;
- (h) not allow any **vehicle** to deposit any mud, sediment, slurry or similar material from the **building site** in any **public place**; and
- (i) ensure that **building work** on the **building site** does not render pedestrian or vehicular traffic in the immediate area unsafe.

**Maximum Penalty: 20 Penalty Units**

## Soil Stockpiles

9.8 The **owner** or **occupier** of a **building site** or the **person in charge of building work** must ensure that soil that is stripped from the **building site** is stockpiled on the **building site** for re-use or is transported to a legal place of disposal.

**Maximum Penalty: 20 Penalty Units**

## Amenity Controls

9.9 The **owner** or **occupier** or **person in charge of building work** must ensure that activities on the **building site** (including **building work**) do not damage or cause detriment to the natural or built environment in which the **building site** is located.

**Maximum Penalty: 20 Penalty Units**

9.10 An **owner** or **occupier** or **person in charge of building work** must manage any dust or air pollutants from the **building site** to minimise detriment to the amenity of the area.

**Maximum Penalty: 20 Penalty Units**

## Drains

9.11 The **owner** or **occupier** or **person in charge of building work** must ensure that **building work** on the **building site** does not cause detriment to any **Council asset**.

**Maximum Penalty: 20 Penalty Units**



- 9.12 For the purposes of Clause 9.11 detriment to a **Council asset** occurs if:
- (a) material, equipment, litter, waste, mud, silt, sand or another product emanating from **building work** enters or interferes with the **Council asset**; or
  - (b) there is any alteration to or interference with a **Council asset** for which a **permit** has not been issued.
- 9.13 The **owner** or **occupier** or **person in charge of building work** must ensure that the **building site** is provided with sediment/fencing barriers that ensure the retention of silt and soil on site, and the retention of other water borne particles and pollutants for later transportation to a legal place of disposal.
- Maximum Penalty: 20 Penalty Units**

## Vehicle crossings

- 9.14 Without a **permit**, an **owner** or **occupier** of **private land** must not install, construct, alter or reconstruct a **vehicle crossing**, whether permanent or temporary, or authorise another **person** to do so.
- Maximum Penalty: 20 Penalty Units**
- 9.15 Each point of **vehicle** access from any **private land** to a **road** must have a properly constructed and maintained **vehicle crossing** approved by **Council**.
- Maximum Penalty: 20 Penalty Units**
- 9.16 Without a **permit**, an **owner** or **occupier** of **private land** must not allow any **vehicle** to enter or leave any **private land** except in accordance with clause 9.15.
- Maximum Penalty: 15 Penalty Units**
- 9.17 **Council** or an **Authorised Officer** may direct:
- (a) the construction of a **temporary vehicle crossing** or **vehicle crossing**; or
  - (b) the repair or reconstruction of a **temporary vehicle crossing** or **vehicle crossing**; or
  - (c) the removal of a redundant **temporary vehicle crossing** or **vehicle crossing**, and the reinstatement of any kerb, channel, footpath or other area to the satisfaction of **Council** by the **owner** or **occupier** of any adjacent land at his or her own cost.
- 9.18 An **owner** or **occupier** of **private land** to whom a direction is given under clause 9.17 must comply with that direction.
- Maximum Penalty: 20 Penalty Units**

## Defacing/Damaging Council Land and Assets

- 9.19 Without a **permit**, a **person** must not destroy, damage, deface, remove or interfere with:
- (a) **Council land** or **road**;
  - (b) any **building**, structure or infrastructure or any other thing on **Council land** or **road**;
  - (c) anything belonging to **Council** on **Council land** or **road** or in a **public place** unless allowed by **Council**, whether under this **Local Law** or otherwise; and
  - (d) any **Council** property or **Council assets** located on or in any **Council land** or **private land**.
- Maximum Penalty: 20 Penalty Units**
- 9.20 A **person** must not authorise or engage any other **person** to undertake any of the activities in clause 9.19.
- Maximum Penalty: 20 Penalty Units**

## Trees and Plants on Council Land and Roads

- 9.21 Without a **permit**, a **person** must not remove, lop, destroy, damage or interfere with any tree or plant on a **Council land** or **road**, or authorise another **person** to do so.
- Maximum Penalty: 20 Penalty Units**

## Section F: Administration

### Part 10: Permits

*Introduction: This Part outlines the process for obtaining and retaining **permits** under the **Local Law**. This part also provides for the requiring a security bond if required by **Council**.*

#### When is a permit required under this Local Law?

10.1 Where in this **Local Law** a **person** is prohibited from doing a thing “without a **permit**”, a **person** who does the thing which is prohibited to be done without first obtaining a **permit** from the **Council** under this Part, is guilty of an offence.

#### Permit Application and fees

- 10.2 An application for a **permit** or renewal of a **permit** under this **Local Law** must be in a form approved by **Council** and accompanied by any fee fixed by **Council** in accordance with clause 10.6.
- 10.3 The **Council** may require the applicant to give notice of the application for a **permit** or renewal of a **permit**, in the manner **determined** by the **Council**.
- 10.4 The **Council** may require an applicant to provide it with more information before it deals with the application for a **permit** or renewal of a **permit**.
- 10.5 A **permit** issued under this **Local Law** is non-transferrable to any other **person**. If a business changes ownership, the **permit** will cease and an application for a new **permit** will be required.

#### Fees and Charges

- 10.6 **Council** may, from time to time, by resolution, **determine**:
- (a) the quantum of any **permit** fee, asset protection fee, charges, guarantee or bond to apply under this **Local Law**; and
  - (b) an administrative, inspection or processing fee or charge in addition to any fee, charge, guarantee or bond applying under this **Local Law**.
- 10.7 In determining a fee or charge, **Council** may establish a system or schedule of fees and charges, including a minimum or maximum fee of charge, if it considers it appropriate to do so.
- 10.8 **Council** may waive, reduce, alter or refund, in whole or in part, any fee, charge, bond or guarantee with or without conditions.

#### Duration of permit

10.9 Except where expressly stated in this **Local Law** or in a **permit**, a **permit** operates from the date it is issued and expires one year after the date of issue.

#### Correction of permits

- 10.10 The **Council** may correct a **permit** if that **permit** contains:
- (a) an unintentional error or an omission; or
  - (b) a material miscalculation or a material mistake in the description of a **person**, thing or property.
- 10.11 The **Council** must notify a **permit holder** in writing of any correction under clause 10.10.

## Granting and refusal of a permit

10.12 **Council** may decide to:

- (a) issue a **permit**; or
- (b) issue a **permit** subject to conditions; or
- (c) refuse to issue a **permit**.

10.13 Where a **permit** has been issued subject to conditions under clause 10.12(b), a **person** who does not comply with the conditions of the **permit** is guilty of an offence.

**Maximum Penalty: 20 Penalty Units**

10.14 In determining whether to issue a **permit** and, if a **permit** is to be issued, the scope and conditions that will apply to it, **Council** may take into account any of the following where relevant:

- (a) the health and safety of the public;
- (b) the amenity of the **municipal district**;
- (c) the impacts on other **persons** or their property;
- (d) the extent to which the granting of the **permit** might affect the activities or enjoyment of another **person** or group;
- (e) the need to protect **Council** or Service Authority assets or infrastructure from damage;
- (f) legislative and policy directives of the Commonwealth and State Governments;
- (g) the need for work to occur which is authorised by Commonwealth or State Government legislation, or by **Council** or a Service Authority;
- (h) any relevant **Council** policies and guidelines;
- (i) any policies, codes of practice, standards or guidelines used as reference by **Council**; and
- (j) any submission or comments that may be received in respect of the application.

10.15 Where **Council** has refused to issue a **permit** under clause 10.12(c) of this **Local Law**, the **person** seeking the **permit** has twenty-eight (28) days from the date of **Council's** notice of refusal of **permit** under clause 10.12(c), to provide written reasons to **Council** as to why the **permit** should not be refused.

10.16 If a written submission is received by **Council** under clause 10.15 within the twenty-eight (28) days, the information provided shall be considered, and if applicable the **person** seeking the **permit** will be given an opportunity to be heard by **Council** or **Council's** delegate and any such verbal submissions have also been considered.

## Cancellation of a permit

10.17 **Council** may cancel a **permit** if it considers that:

- (a) there has been a serious or ongoing breach of any of the conditions of the **permit**; or
- (b) a **Notice to Comply** has been issued, but not complied with after the time specified in the **Notice to Comply**; or
- (c) there was a significant error or misrepresentation in the application for the **permit**; or
- (d) in the circumstances, the **permit** should be cancelled.

10.18 Where **Council** has cancelled a **permit** under clause 10.17 of this **Local Law**, the **permit holder** has twenty-eight (28) days from the date of **Council's** notice of cancellation of **permit** under clause 10.17, to provide written reasons to **Council** as to why the **permit** should not be cancelled.

10.19 If a written submission is received by **Council** under clause 10.18 within the twenty-eight (28) days, the information provided shall be considered, and if applicable the **person** seeking the **permit** will be given an opportunity to be heard by **Council** or **Council's** delegate and any such verbal submissions shall also be considered.

### Security Bonds

- 10.20 In deciding to grant a **permit**, **Council** may require the applicant to lodge with **Council** a security bond in such amount and in such a manner as **Council determines**.
- 10.21 In the **event** of a breach of any **permit** condition in respect of which a security bond is paid under this **Local Law**, **Council** may retain an amount of the security bond as is necessary to remedy that breach and/or repair any damage caused by that breach.
- 10.22 Upon expiry of a **permit**, **Council** must release any remaining security bond to the **person** who paid it.
- 10.23 If after 12 months from the date that the security bond would be released under clause 10.20, **Council** cannot locate a **person** entitled to the release of any security bond or remaining security bond, **Council** may retain the security bond or remaining security bond and pay the money into its general revenue.



## Section G: Enforcement

### Part 11: Compliance and enforcement of the **Local Law**

*Introduction: This Part provides a means for enforcing this **Local Law** and powers to impound and serve **Notices to Comply** to seek compliance.*

#### Offences

11.1 A **person** who:

- (a) fails to comply with this **Local Law**; or
- (b) fails to comply with a condition of a **permit**; or
- (c) fails to do anything directed to be done under this **Local Law**; or
- (d) fails to comply with a **Notice to Comply**;
- (e) knowingly provides erroneous, inaccurate or misleading information in an application for a **permit**;  
or
- (f) refuses or fails to obey directions of an **Authorised Officer** to leave the **Council land** or **road** where in the opinion of that **Authorised Officer** the **person** has failed to comply or is failing to comply with this **Local Law**; or
- (g) fails to comply with a **sign** erected by the **Council**,  
is guilty of an offence.

#### Offences by Corporations

- 11.2 If a **person** charged with an offence against this **Local Law** is a corporation, any **person** who is concerned or takes part in the management of that corporation may be charged with the same offence.
- 11.3 If the corporation is convicted of an offence against this **Local Law**, a **person** charged under clause 11.2 with the same offence may also be convicted of the offence and is liable to the penalty for that offence unless that **person** proves that the **Act** or omission constituting the offence took place without his or her knowledge or consent.

#### Penalties

11.4 A **person** guilty of an offence against this **Local Law** is liable to a penalty:

- (a) not exceeding 20 **penalty units**; and
- (b) in the case of a contravention which continues after a finding of guilt or conviction the penalty is 2 **penalty units** for each day after the finding of guilt or conviction for the offence during which the contravention continues

#### Infringement notices

- 11.5 Where an **Authorised Officer** reasonably believes that a **person** has committed an offence under this **Local Law**, the **Authorised Officer** may serve on that **person** an **infringement notice**.
- 11.6 The fixed penalty in respect of an **infringement notice** is the amount set out in Schedule 1 to this **Local Law**. For offences not specified in Schedule 1, the infringement penalty for that offence will be 20% of the maximum penalty for that offence.

#### Notice to Comply and directions

- 11.7 A **person** who fails to comply with any direction given by an **Authorised Officer** in connection with any matter under this **Local Law** is guilty of an offence.

**Maximum Penalty: 20 Penalty Units**

- 11.8 An **Authorised Officer** may serve a **Notice to Comply** under this clause on a **person** who the **Authorised Officer** reasonably suspects to be in breach of this **Local Law**.
- 11.9 A **Notice to Comply** under clause 11.8 must be in writing and in a form approved by the **Council**.
- 11.10 A **Notice to Comply** under clause 11.8 may do one or more of the following things:
- (a) direct the **person** to comply with this **Local Law**;
  - (b) direct the **person** to stop the conduct which constitutes the breach of this **Local Law**;
  - (c) direct the **person** to deliver up to the **Authorised Officer** or to some specified **person** or some specified location any item or property of the **person** which constitutes the breach of this **Local Law**;
  - (d) direct the **person** to remove or cause to be removed any item, goods, equipment or other thing that constitutes a breach of this **Local Law**;
  - (e) direct the **person** to leave an area within the time specified in the notice that constitutes a breach of this **Local Law**.
- 11.11 A **Notice to Comply** under clause 11.8 must specify the date by which the **person** specified in the **Notice to Comply** is required to comply with the directions stipulated in the **Notice to Comply**.
- 11.12 The period of time required by a **Notice to Comply** under clause 11.11 must be reasonable in the circumstances having regard to:
- (a) the amount of work involved; and
  - (b) the degree of difficulty; and
  - (c) the availability of necessary materials or other necessary items; and
  - (d) climatic conditions; and
  - (e) the degree of risk or potential risk; and
  - (f) any other relevant factor.
- 11.13 Any **person** to whom a **Notice to Comply** is directed under this **Local Law**, who fails or refuses to comply with it is guilty of an offence.

**Maximum Penalty: 20 Penalty Units**

#### Power of Authorised Officer to Act in urgent circumstances

- 11.14 Any **Authorised Officer** may, in urgent circumstances arising as a result of a failure to comply with this **Local Law**, take action to remove, remedy or rectify a situation provided:
- (a) he or she considered the circumstances or situation to be sufficiently urgent and that the time involved or difficulties associated with the serving of a **Notice to Comply**, may place a **person**, animal, property or thing at risk or in danger; and
  - (b) details of the circumstances and remedying action are forwarded as soon as practicable to the **person** on whose behalf the action was taken;
- 11.15 The action taken by an **Authorised Officer** under clause 11.14 must not extend beyond what is necessary to cause the immediate abatement of or to minimise the risk or danger present.

#### Power of Authorised Officer to confiscate and impound

- 11.16 Where a **person who** owns or is responsible for any item including goods, equipment, a **bicycle**, or other property or thing has:
- (a) failed to obtain a **permit** where a **permit** in respect of the item is required under this **Local Law**; or
  - (b) placed the item at or on any place in breach of this **Local Law** or in breach of a **permit** condition; or
  - (c) ignored a direction from an **Authorised Officer** to remove the item; or
  - (d) the item is in breach of this **Local Law**,
- the item may be confiscated and impounded by an **Authorised Officer**.

- 11.17 If an **Authorised Officer** has confiscated anything in accordance with this **Local Law**, the **Council** may refuse to release it until the appropriate fee or charge **determined** by the **Council** for its release has been paid to the **Council**.
- 11.18 If the **owner** or the **person** responsible for a confiscated item can be identified, as soon as it is reasonably practicable to do so, the **Authorised Officer** must serve a written notice in a form that is **determined** by the **Council** from time to time on the **owner** or **person** responsible for the confiscated item setting out the fees and charges payable and time by which the item must be retrieved.
- 11.19 If the **owner** or **person** responsible for a confiscated item is unknown, the **Authorised Officer** must take reasonable steps to ascertain the identity of the **owner** or **person** responsible for the item prior to exercising the powers in clause 11.20.
- 11.20 If after the time required in a notice, a confiscated item is not retrieved, or if a notice referred to in clause 11.18 is unable to be served, an **Authorised Officer** may take action to dispose of the confiscated item according to the following principles:
- (a) where the item has no saleable value, it may be disposed of in the most economical way; and
  - (b) where the item has some saleable value the item may be disposed of either by tender, public auction or private sale but failing sale may be treated as in sub-clause (a);
  - (c) where the **owner** has advised the **Council** in writing that the **Council** may dispose of the item because he or she does not intend to retrieve it, the **Council** may dispose of the item by either of the methods identified in sub-clauses 11.20 (a) and (b).

## Part 12: Delegations

- 12.1 The **Council** may by instrument of delegation delegate any of its powers, functions and duties under this **Local Law** to a member of its staff.
- 12.2 A reference in an instrument of delegation to a delegate by way of the delegate's position with the **Council** includes:
- (a) a **person** authorised to carry out the powers, duties and functions of that position at the **Council**;
  - (b) a **person** acting in that capacity; or
  - (c) if that position at the **Council** ceases to exist, any **person** exercising any power, duty or function which was previously a power, duty or function of the previous position.

Extract from minutes of the Ordinary Meeting of Council on 25 May 2020

## AGENDA ITEM 6.2 AMENITY LOCAL LAW 2020

### RESOLUTION

MOVED: Councillor Lockwood


SECONDED: Councillor Timmers-Leitch

#### That Council:

1. Resolve that no changes are required to the proposed Amenity Local Law 2020 resulting from the public submissions, as noted and received at the Ordinary Meeting of Council on 27 April 2020;
2. Thank submitters to the draft Amenity Local Law and provide a written response advising submitters of the decision and the reason for the decision in accordance with Section 223(1)(d) of the Local Government Act 1989;
3. Approves and makes the Amenity Local Law 2020 as contained in Attachment 1, with a commencement date of 1 July 2020;
4. Approves and incorporates the Use of Waste Collection Services Policy in the Amenity Local Law 2020, as contained in Attachment 2;
5. Prescribes the listing of Environmental Weeds in accordance with clause 3.1 of the Amenity Local Law 2020, as contained in Attachment 3;
6. Notes the changes made to the Amenity Local Law 2020 subsequent to the draft version released for public consultation, shown as tracked changes in Attachment 4;
7. Authorises the Chief Executive Officer to:
  - a. Give notice of the making of the Amenity Local Law 2020 in the Government Gazette and public notice in accordance with section 119(3) of the Act; and
  - b. Send a copy of the Amenity Local Law 2020 to the Minister for Local Government in accordance with section 119(4) of the Act.

### CARRIED

The COMMON SEAL of the  
KNOX CITY COUNCIL was  
hereunto affixed in the  
presence of:



---

Cr Nicole Seymour - Mayor



---

Tony Doyle - Chief Executive Officer



## Schedule 1 — Penalties

Clause	Offence	Infringement Notice Penalty Units	Maximum Penalty Units
2.1	Failing to ensure that land does not constitute a danger to health or property	10	20
2.2	Failing to ensure that land is not <b>unsightly</b> or detrimental to the neighbourhood	3	15
2.3	Failing to ensure that land is not used in a manner so as to be detrimental to the amenity of the immediate area	3	15
2.4	Failing to obtain a <b>permit</b> (vegetation, <b>sign</b> , fence, structure or other thing)	3	15
2.5	Failing to obtain a <b>permit</b> (obstruction or other thing)	3	15
2.6	Allowing a <b>building</b> to become <b>dilapidated</b>	5	20
2.7	Failing to secure a vacant <b>building</b> from unauthorized access	5	20
2.9	Failing to obtain a <b>permit</b> (heavy or long <b>vehicles</b> )	3	15
2.10	Failing to obtain a <b>permit</b> (camping on <b>private land</b> )	3	15
2.12	Failing to mark the land with a number so as to be clearly visible and legible from the <b>road</b> on which the land has its frontage	1	10
2.13	Failing to use the <b>property address</b> assigned by <b>Council</b>	3	15
2.14	Allowing an intruder alarm contrary to Council requirements	3	15
3.2	Allowing the growth of <b>environmental weeds</b>	3	15
3.3	Failing to obtain a <b>permit</b> (tree and vegetation pruning)	10	20
3.5	Failing to provide restitution of vegetation as required by <b>Council</b>	10	20
3.6	Failing to obtain a <b>permit</b> (open air burning)	3	15
3.8	Failing to comply with a direction (extinguishing a fire)	5	20
3.10	Constructing, erecting, installing, allowing to remain, using or permitting to be used an <b>incinerator</b>	5	20
3.11	Failing to take steps to remove an unmanaged bee swarm	3	15
3.12	Failing to take steps to destroy a wasp nest	3	15
3.13	Failing to take steps to destroy, and remove conditions, for rats & mice	3	15
3.16	Failing to comply with requirements of the <i>Use of Waste Collection Services</i> Policy	3	15
3.17	Failure to comply with requirements when using a non- <b>Council</b> managed waste collection service	3	15
3.18	Failing to obtain a permit (commercial or trade waste)	3	15
3.19	Failing to comply with requirements of Council (commercial or trade waste)	5	20
3.20	Placing commercial or trade waste in a Council or residential waste bin/ pile	5	20
4.1	Failing to obtain a <b>permit</b> (animals)	3	15
4.2	Failing to obtain a <b>permit</b> ( <b>livestock</b> )	3	15

Clause	Offence	Infringement Notice Penalty Units	Maximum Penalty Units
4.3	Keeping a <b>rooster</b> on land not permitted by <b>Council</b>	3	15
4.4	Failing to construct and maintain <b>animal housing</b>	3	15
4.5	Failure to store animal food to the satisfaction of an <b>Authorised Officer</b>	3	15
4.6	Failing to carry a facility for the effective removal of excrement	1	10
4.7	Failure to collect and appropriately dispose of excrement	1	10
4.8	Allowing noise or odour to emanate from an animal or bird	3	15
4.11	Failing to comply with a direction (feeding an animal or bird)	5	20
5.1	Behaving on <b>Council land</b> or <b>road</b> so as to interfere with another <b>person's</b> reasonable use of that space	3	15
5.2	Behaving on <b>Council land</b> or <b>road</b> so as to endanger or be likely to endanger a <b>person's</b> health, life, property or an animal	10	20
5.3	Behaving contrary to a <b>sign</b> on <b>Council land</b> or <b>road</b>	3	15
5.4	Failing to obtain a <b>permit (camping)</b>	3	15
5.5	Failing to obtain a <b>permit (bulk rubbish container, shipping container, donation bin</b> or other thing which obstructs a <b>road</b> or <b>Council land</b> )	5	20
5.6	Leaving a <b>shopping trolley</b> on <b>Council land</b> or <b>road</b>	3	15
5.7	Failing to ensure that a name is clearly marked on a <b>shopping trolley</b>	3	15
5.8	Allowing a <b>shopping trolley</b> to be left on <b>Council land</b> or <b>road</b>	3	15
5.9	Using or allowing use of a <b>wheeled toy, wheeled recreational device, motorised toy vehicle, model aircraft</b> ) on <b>Council land</b> or <b>road</b> so as to endanger, intimidate or unduly obstruct or damage property	3	15
5.11	Failing to obtain a <b>permit (fireworks)</b>	10	20
6.1	Failing to obtain a <b>permit (vehicle on Council land</b> or <b>road)</b>	3	15
6.2	Repairing or maintaining a <b>vehicle</b> on <b>Council land</b> or <b>road</b>	3	15
7.1	Failing to obtain a <b>permit (goods, services, sign, street furniture, other structures, vehicle, roadside trading)</b>	3	15
7.2	Failing to obtain a <b>permit (election signage)</b>	3	15
7.4	Failing to comply with requirements on the placement of election signage on <b>Council land</b> or <b>road</b>	3	15
7.5	Failing to obtain a <b>permit (money or item collections or subscriptions)</b>	3	15
7.6	Failing to obtain a <b>permit (distribution of handbill, placard, notice, pamphlet, book, paper, advertising material or similar thing)</b>	3	15
7.7	Failing to obtain a <b>permit (structure for selling or conducting raffle or lottery)</b>	3	15
7.8	Failing to obtain a <b>permit (commercial filming and photography)</b>	3	15
7.9	Failing to obtain a <b>permit (event)</b>	3	15
8.1	Failing to obtain a <b>permit (Alcohol)</b>	3	15



Clause	Offence	Infringement Notice Penalty Units	Maximum Penalty Units
8.2	Failing to comply with a direction of an <b>Authorised Officer</b> to empty, reseal or surrender an open container containing <b>alcohol</b>	5	20
8.4	Smoking a <b>tobacco product</b> in a <b>smoke free area</b>	3	15
8.6	Failing to comply with a direction of an <b>Authorised Officer</b> to extinguish and dispose of the <b>tobacco product</b>	5	20
9.1	Failing to obtain an asset protection <b>permit (building work)</b>	10	20
9.3 to 9.13	Failing to comply with requirements relating to the management of <b>building sites</b>	10	20
9.14	Failing to obtain a <b>permit (vehicle crossings)</b>	10	20
9.15	Failing to have a properly constructed and maintained <b>vehicle crossing</b>	5	20
9.16	Failing to obtain a <b>permit</b> (to enter or exit a property by means other than the <b>vehicle crossing</b> )	3	15
9.18	Failing to comply with a direction of an <b>Authorised Officer</b>	5	20
9.19	Failing to obtain a <b>permit</b> (defacing or damaging <b>Council land</b> or assets)	5	20
9.20	Authorising or engaging a <b>person</b> to deface or damage <b>Council land</b> or assets	5	20
9.21	Failing to obtain a <b>permit</b> (trees and plants on <b>Council land</b> or <b>road</b> )	5	20
10.13	Failing to comply with <b>permit</b> conditions	5	20
11.7	Failing to comply with a direction of an <b>Authorised Officer</b> under this <b>Local Law</b>	5	20
11.13	Failing to comply with a <b>Notice to Comply</b> served under this <b>Local Law</b>	5	20

## Schedule 2 — Smoke Free Areas

### Part A – Smoke Free Areas

The following areas are **smoke free areas** for the purposes of clause 8.4 of this **Local Law**:

1. within **Council** owned facilities and/or on **Council land**;
2. at **Council** operated festivals and **events**;
3. any **children’s playground**;
4. any parcel of land on which a **child care centre** is located; and
5. any parcel of land as **determined** by the **Council**.

### Part B – Guidelines for determining a Smoke Free Area

When considering whether to **determine** a **smoke free area** for the purposes of clause 8.6 of this **Local Law**, the **Council** must have regard to the following factors:

1. the size of the proposed **smoke free area**;
2. the opinions of any **person** who is the **owner** or **occupier** of any part of the proposed **smoke free area** or the area immediately adjoining the proposed **smoke free area**;
3. the proximity of the proposed **smoke free area** to a **public place**, part or all of which is not in a **smoke free area**;
4. the extent and outcome of any public consultation on the proposed **smoke free area**;
5. any benefits to the community which would be achieved by the **Council determining** the proposed **smoke free area**; and
6. any detriments to the community which would be caused by the **Council determining** the proposed **smoke free area**.