

1.4 ENVIRONMENTALLY SUSTAINABLE DEVELOPMENT (ESD) MEMBERSHIPS

(CS:SH:PP:JD: F17-1442)

Responsible Directors: Peter Panagakos and Jarrod Doake

RECOMMENDATION*That Council:*

1. *Resolves to continue membership of the Council Alliance for a Sustainable Built Environment (CASBE) through signing a three-year Memorandum of Understanding with the Municipal Association of Victoria (MAV).*
2. *Delegates authority to the Chief Executive Officer to sign the Memorandum of Understanding to formalise the membership over its three-year term.*
3. *Notes that remaining a member of CASBE will enable Council's continued access to the Built Environment Sustainability Scorecard (BESS) tool to enable Environmentally Sustainable Design assessments of planning applications, in compliance with the Environmentally Sustainable Development Policy (Clause 22.13) of the Monash Planning Scheme.*
4. *That officers update Council of the progress of the project through the Environmental Advisory Committee.*

INTRODUCTION

The purpose of this report is to seek Council support to enter into a new three-year Memorandum of Understanding (MoU) with the Municipal Association of Victoria (MAV) for membership of the Council Alliance for a Sustainable Built Environment (CASBE).

Membership will allow Council's continued access to the Built Environment Sustainability Scorecard (BESS) tool, an assessment tool for planning developments.

BACKGROUND

On 29 September 2016, the Minister for Planning approved Amendment C113 to the Monash Planning Scheme which introduced an Environmentally Sustainable Development (ESD) Policy (Clause 22.13). The Policy requires certain types of planning applications to be accompanied by information that demonstrates how relevant ESD policy objectives will be achieved within the development proposed.

The Policy states that an ESD assessment must be submitted with a residential development of three or more dwellings; and non-residential developments of more than 500 square metres of floor area. The degree of information intensifies as the development scale increases. CASBE has collaborated with over 28 member councils to successfully have this policy or similar in place, using the CASBE template.

At the 27 June 2017 Council meeting, Council resolved to become a member of CASBE and entered a three-year MoU with the MAV in 2020. This was renewed and the current MoU expires on 30 June 2023 and a new MoU needs to be entered into to continue the membership from 2023-2026 (Attachment A). Access to the BESS tool is only available through CASBE membership. This is most relevant for the assessment of 3 or more dwelling developments which is approximately a third of multi-dwelling planning applications received.

DISCUSSION

CASBE membership and access to the BESS assessment tool

The ESD Policy requires that applicants complete an ESD assessment, either a Sustainable Design Assessment (SDA) or a Sustainability Management Plan (SMP), depending on the size of the project. The SDA and SMP both require the use of suitable assessment tools, or an appropriate alternative assessment method to demonstrate that their development has the design potential to achieve the relevant environmental performance outcomes.

BESS is an online assessment tool that assists builders, developers and planners to undertake a consistent approach to assessment and is listed as an example tool in the policy. In order to gain access to BESS, Council is required to sign a three-year MoU with the MAV to become a member of CASBE (2023-2026). BESS is funded through a Council-based subscription model. The tool is free for planning permit applicants but can only be used within subscribing municipalities.

The CASBE network provides the opportunity for planners to share and learn from other councils in regard to implementing the ESD policy. The membership therefore provides professional development opportunities for the planning unit. Membership with CASBE also provides the benefit of access to training on the modules of BESS, STORM (a calculator used to design small residential, commercial, and industrial developments, ensuring they achieve the stormwater treatment objectives required by state and local government planning provisions), and other relevant assessment tools.

To date, training has been provided to the planning unit on the BESS tool by Organica. Online access is also available to refresh skills and for those joining the planning unit. Free training offered by CASBE is also available to members.

Considerations

Access to the BESS tool is considered critical to the assessment of ESD performance in planning applications. Access to the tool is only available through CASBE and as it provides a consistent and streamlined process for Councils and planning permit applicants. It is necessary that membership is renewed as a large portion of planning applications rely on this tool, for example: applications of three to nine dwellings that use BESS as an assessment tool are about a third of the applications received each year.

POLICY IMPLICATIONS**CASBE membership and access to the BESS assessment tool**

The Environmentally Sustainable Development Policy is integral to the assessment of planning applications for certain types of development. The introduction of the Policy into the Monash Planning Scheme in 2016 has imposed upon applicants the requirement to submit an ESD assessment and for Council officers to assess. Membership of the CASBE network and access to the BESS tool particularly, will continue to support a consistent approach to assessment and reduce the risk of not satisfying the Monash Planning Scheme, for both applicants and officers alike.

SOCIAL IMPLICATIONS

This report will not result in any identified environmental, economic or social impacts. However, it will have a long-term benefit to the environment and the community through awareness and application of current policy and assessment tools.

HUMAN RIGHTS CONSIDERATIONS

All matters relevant to the Charter of Human Rights and Responsibilities have been considered in the preparation of this report and are consistent with the standards set by the Charter.

The Charter of Human Rights and Responsibilities has been considered in the preparation of this report but is not relevant to the content of the report. It is considered there will not be any human rights implications with the proposal.

CONSULTATION

No consultation was considered necessary with the consideration of this report.

FINANCIAL IMPLICATIONS

There are costs associated with CASBE membership, and access to the online tool BESS attracts an annual subscription fee. Funding for CASBE membership has been allowed for in the Statutory Planning and Sustainability Budgets for financial years 2023/24, 2024/25, and 2025/26, as it delivers on a strategic objective of the Council Plan 2022-26.

The table below outlines the 3-year financial commitment to CASBE and BESS access. It is considered that these two elements are critical at a minimum to support the assessment of planning applications where BESS is the primary tool. BESS can only be accessed with a CASBE membership.

Funding				
	2022/23	2023/24	2024/25	2025/26
CASBE membership	\$8,000	\$8,000	\$10,000	\$10,000
BESS license	\$10,000	\$10,000	\$10,000	\$10,000

Total Annual Expenditure	\$18,000	\$ 18,000	\$20,000	\$ 20,000
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Fees are shared with Statutory Planning paying for CASBE membership and Sustainable Monash paying for the BESS licence.

CONCLUSION / RECOMMENDATION

To comply with the requirements of Clause 22.13, Environmentally Sustainable Development Policy, planning applicants require access to relevant tools to enable the assessment of environmentally sustainable design principles within planning applications. The BESS tool, available through membership with the CASBE is an appropriate tool that is accepted and widely used across the development industry.

In order to continue being a CASBE member, Council is required to approve the signing of the 2023-2026 MoU with the MAV, to cover membership over the next three financial years. This will support a consistent approach to assessment of planning applications with regard to the requirements of the Environmentally Sustainable Design policy.

ATTACHMENT:

Attachment A –CASBE MoU 2023-2026 (to be sent digitally for signing)

Council Alliance for a Sustainable Built Environment

2023 – 2026

Memorandum of Understanding



Council Alliance for a
Sustainable Built Environment

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Parties to the 2023 – 2026 Memorandum of Understanding Council Alliance for a Sustainable Built Environment

Dated: [insert date]

Between:

Municipal Association of Victoria of Level 5, 1 Nicholson St, East Melbourne (“MAV”)
ABN:

And

[insert council name] [insert council address] (“Council”)
ABN:

Being the parties to this Memorandum of Understanding (MoU).

1. Introduction

The Municipal Association of Victoria (MAV) is the statutory peak body for local government in Victoria. It is incorporated by the Municipal Association Act 1907, which defines the MAV’s purpose and how the organisation operates. The MAV is governed by a State Council comprised of representatives of member councils.

[insert council name] is a local government authority in [insert council suburb], Victoria.

The Council Alliance for a Sustainable Built Environment (CASBE) is a collective of Victorian municipal governments committed to the creation of a more sustainable built environment both within and beyond their municipalities. The Alliance became known as CASBE in 2007 with the focus around the joint implementation, promotion and support of the *Sustainable Design Assessment in the Planning Process* (SDAPP) Framework. In 2011 a membership structure was established, formalised by a Memorandum of Understanding (MoU) between CASBE Councils and the MAV. Under this arrangement, CASBE is auspiced by the MAV as an unincorporated governance system. This MoU will operate from the date of signing to 30 June 2026. A new MoU will be developed to extend the arrangement from July 2026.

CASBE membership is open to any Victorian local government.

2. Memorandum of Understanding - summary

Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding (MoU) is to provide a general framework for cooperation between the parties in the planning, development and delivery of Council's involvement in CASBE for the period 2023 - 2026. It updates and replaces previous agreements between CASBE Councils and the MAV.

Specifically, this document has been prepared to establish:

- Council's membership commitment to CASBE;
- The roles and responsibilities of each party;
- Council's commitment to peer-to-peer collaboration between CASBE members;
- Council's commitment to the goal of consistency in the application of CASBE programs, and;
- The ongoing governance and management structure of CASBE's programs, including but not limited to the Sustainable Design Assessment in the Planning Process (SDAPP) Framework and its components, and the Sustainable Subdivisions Framework (SSF).

Key Principles of the Memorandum of Understanding

The parties acknowledge and support the following key principles of the MoU:

- The parties will work collaboratively with the common intention of achieving the work of CASBE, as defined in the CASBE Strategic Plan, as updated from time to time;
- The parties will monitor the success or otherwise of initiatives entered into as a result of the MoU;
- The parties will work collaboratively to solve problems as they arise.

Commencement and duration

This MoU will remain operational from date of signing to 30 June 2026.

Amendment

This MoU may only be amended, varied or replaced by a document as agreed to by all the Parties.

Legal Effect

The Parties acknowledge and agree that this MoU is not legally binding on any Party, other than Clauses 9 and 13.

3. Purpose of CASBE

CASBE's purpose is to enable a community of practice around local government led action on sustainable built environments.

In doing so, CASBE supports:

- the collaborative peer-to-peer exchange of information and resources between member councils, and
- consistency in local government led projects related to sustainability in planning.

In participating in the work of CASBE, Council seeks to contribute to the achievement of CASBE's Vision and Purpose as outlined in the 2020-2023 CASBE Strategic Plan:

Vision: *All urban living places are sustainable and liveable in a way that interconnects and regenerates social and ecological systems.*

Purpose: *We lead and facilitate transition to sustainable and regenerative urban environments through collaborative local government led action.*

Our Values

- Collaboration - Our network is mutually supportive and cohesive.
- Leadership - We are visionaries who empower others to transition to sustainable and regenerative urban environments.
- Innovation - We are creative in our approach to developing and implementing actionable policy and sustainable design solutions.

CASBE's 2021-2023 Strategic Goals

- Elevate environmental standards for new development
- Build compliance with sustainability requirements in planning
- Advance precinct scale Environmentally Sustainable Development
- Foster strategic partnerships for effective advocacy
- Share knowledge to build capacity

The 2024-2026 CASBE Strategic Plan will be developed in November 2023 in conjunction with signatories of this MoU. The Vision, Purpose, Values and Goals above will be revisited at that time.

This supports Council's own policy objectives, as follows:

[insert council's policy / strategic objectives]

4. Governance arrangements

CASBE Steering Committee

CASBE is governed by the member councils. Each member council holds a position on the CASBE Steering Committee, which is the decision-making forum for the alliance, guiding the development and implementation of the strategic plan and CASBE's key projects.

As an unincorporated alliance, legal responsibility for CASBE staff and programs rests with the MAV, as the auspicing organisation.

The **CASBE Steering Committee** Terms of Reference defines the roles and responsibilities, and the decision-making process of this committee - Refer to Appendix A.

The **CASBE Steering Committee** Terms of Reference includes the following:

- The CASBE Steering Committee will establish the CASBE finance strategy, prepare the annual budget and establish delegations regarding the expenditure of the CASBE Budget.
- The CASBE Steering Committee will establish and implement projects and strategies that further the achievement of policy objectives of its members.
- The CASBE Steering Committee will undertake other operational arrangements as defined in the CASBE Steering Committee Terms of Reference.
- The CASBE Steering Committee will oversee program-related Governance Boards.

Representatives of the Parties

Council's representative to the Steering Committee:

- May change from time to time.
- Must be a staff member of council.
- Must not be a consultant contracted to council.

Personnel Sub-Committee

The Personnel Sub-committee is a sub-committee of the Steering Committee that provides advice and guidance to the MAV on CASBE staffing issues, including issues relating to:

- Staff remuneration
- Staffing changes
- Changes to the CASBE team structure
- Budgetary impacts of remuneration or staffing changes.

The **Personnel Sub-Committee** Terms of Reference defines the roles and responsibilities, and the decision-making process of this committee - Refer to Appendix B.

The **Personnel Sub-Committee** Terms of Reference includes the following:

- The Sub-Committee will comprise one representative from 6 CASBE member councils and a MAV representative.
- Decisions to be made by majority vote of Sub-Committee members present.
- Each council member and the MAV have one vote.
- To achieve quorum, 50 per cent of council sub-committee members and the MAV are to be present.

Conflict of Interest

The CASBE Steering Committee Terms of Reference require the council representatives to abide with the MAV Conflicts of Interest (COI) Policy for employees, contractors and consultants, and all relevant MAV policies, as updated from time to time.

A copy of the relevant policies will be made available to members of the CASBE Steering Committee.

The MAV Conflicts of Interest Policy for employees, contractors and consultants *“applies to individuals (employees, contractors and/or consultants) involved in making decisions or recommendations to guide the MAV, and/or performing work in conjunction with or on behalf of the MAV, including representatives appointed to external and internal bodies such as those which operate under the auspices of the MAV.”*

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If a person believes they might have a conflict of interest, they must declare that conflict of interest every time it arises. CASBE staff will assist that person with the completion of a Disclosure of Conflict-of-Interest Plan, and any Management Plan required.

All COI declared will be recorded on the MAV's COI register and reported to the MAV's Audit and Risk Committee for their information about all COIs declared for the previous 12 months.

5. Operational arrangements

The objectives of the MOU will be achieved through a range of operational mechanisms as follows:

Funding arrangements

CASBE is funded through annual membership fees paid by CASBE member councils.

A separate subscription fee funds the Built Environment Sustainability Scorecard (BESS). A BESS subscription is available to CASBE members. It is not a compulsory part of CASBE membership.

From time to time, as agreed by member councils, CASBE may support collaborative opt-in initiatives / projects requiring a further financial contribution. Participation in these initiatives will be voluntary.

A draft annual financial year budget is developed by the CASBE Executive Officer in October of the previous year. The budget is reviewed by the Steering Committee, with the final budget adopted by the CASBE Steering Committee at the June meeting. End of financial year reports are to be provided to the Steering Committee before 30 September each year.

The MAV, through the CASBE Executive Officer, and in consultation with the CASBE Steering Committee, will manage the CASBE funds on behalf of CASBE. Operational items that will be drawn from the CASBE budget will include:

- Wages and Employment Costs of CASBE staff. Employment Costs are a fee paid to the MAV and are a percentage (%) of wages costs as determined by the MAV from time to time (currently 30%). Employment Costs include all labour on-costs (, long service leave and work cover), computer and IT services, office space, desk, chair, stationery and printing, equipment costs, insurance, postage, meeting room access, reception, telephone and voicemail (excludes mobile phones).
- Other items as determined and budgeted by the CASBE Steering Committee.

The BESS tool is largely funded by BESS subscription fees. Hosting, maintenance and upgrade costs of the Built Environment Sustainability Scorecard (BESS) are itemised separately to the general CASBE budget.

The maximum amount for expenditure on CASBE and BESS related items is limited by CASBE's capacity to pay (which may include external grants).

The MAV, through the CASBE Executive Officer and standard MAV financial procedures, can approve expenditure for a budgeted line item for amounts up to \$5000.

Council Membership and Subscription Contributions

CASBE membership and BESS subscription fees are reviewed every three years at the time of the MoU review. A three year forward budget estimate will be provided to the Steering Committee to assist with this review. Once the fees have been agreed to by the CASBE Steering Committee, they will remain fixed for the three-year MoU period.

2023-2024 fees

The following fees are for the 2023-2024 financial year.

There are three levels of Council member contributions as outlined below. The CASBE membership and BESS subscription contributions are determined by income from rates, so that councils with a reduced capacity to pay are not disadvantaged. The three levels are:

Income from rates	CASBE Membership	BESS Subscription
Level 1		
\$50 mill +	\$8,000	\$10,000
Level 2		
\$20 - \$50 mill	\$4,000	\$5,000
Level 3		
Less than \$20 mill	\$800	\$1,000

A pro-rata membership option is available for a new council joining any time after 1st January of that financial year. The pro-rate fee is 50% of the relevant fees listed above.

2024-2026 fees

The following fees are for the 2024-2025 and 2025-2026 financial years.

There are five levels of Council member contributions as outlined below. The CASBE membership and BESS subscription contributions are determined by income from rates, so that councils with a reduced capacity to pay are not disadvantaged. The five levels are:

Income from rates	CASBE Membership	BESS Subscription
Level 1		
\$80 mill +	\$10,000	\$10,000
Level 2		
\$40 - \$80 mill	\$5,000	\$5,000
Level 3		
\$25 – 40 mill	\$2,500	\$2,500
Level 4		
\$15 – 25 mill	\$1,000	\$1,000
Level 5		
Less than \$15 mill	\$500	\$incl. in CASBE membership

A pro-rata subscription option is available for a new council joining any time after 1st January of that financial year. The pro-rate fee is 50% of the relevant fees listed above.

Note:

- Income from rates is to be determined from the latest version of the Victoria Grants Commission 'Valuations and Rates' document.
- Invoices will be issued at the beginning of the financial year for payment of that financial year's contribution.

- MAV reserves the right to impose an appropriate administrative fee for any CASBE member who is not a member of the MAV or ceases to be a member of the MAV. This would be a decision of the MAV CEO based on the advice of the CASBE Executive Officer and MAV Chief Financial Officer.

In-kind support

Council will make every effort to provide in-kind support for CASBE's shared collective effort. This may include the provision of support in relevant areas of expertise, participation in Governance Boards and / or working groups, and assistance with tasks associated with advocacy, achieving project outcomes and the broader objectives of the Alliance.

Staffing

The CASBE Executive Officer manages and co-ordinates the alliance and the CASBE projects. The Executive Officer is supported by other CASBE staff.

Changes to the structure of the CASBE Team will be managed by the MAV in consultation with the CASBE Personnel Sub-Committee. The final decision regarding changes to the structure of the CASBE Team will be determined solely by the MAV, at its absolute discretion.

CASBE staff will report to the CASBE Executive Officer. The CASBE Executive Office will report to the MAV Manager, Built and Natural Environment.

CASBE Executive Officer

The CASBE Executive Officer will report directly to and work closely with the CASBE Steering Committee as well as Officers from member councils.

The position objectives of the CASBE Executive Officer are:

- To manage the operational requirements of the CASBE.
- To lead the strategic direction setting for CASBE.
- To develop a close working relationship with, and support, CASBE members.
- To co-ordinate the delivery of key projects and initiatives undertaken by CASBE, including advocacy and education initiatives.
- To develop and strengthen partnerships with state government, associated government agencies and other stakeholders.
- To support the consistent implementation of CASBE programs, such as the SDAPP Framework.
- To manage and lead a small team of policy / project staff.
- To assist with the ongoing development and operation of BESS.
- To maintain an operational work plan with identified performance outcomes.

The CASBE Executive Officer will report on the following at every Steering Committee meeting:

- CASBE staff Work Plan/s.
- CASBE Strategic Work Plan/s.

The CASBE Executive Officer will prepare an Annual Outcomes Report at the end of each financial year.

Concern Arising from Action or Inaction of the CASBE Executive Officer

Where Council has a concern as a result of action or inaction of the CASBE Executive Officer, notice will be provided to the MAV CEO (as employer) and CASBE Steering Committee of the concern.

Where Council has a concern as a result of action or inaction of a CASBE staff member, notice will be provided to the CASBE Executive Officer of the concern.

In consultation with the CASBE Steering Committee, the MAV Chief Executive Officer (CEO) will use best endeavours to resolve the concern and will keep the CASBE Steering Committee informed.

Staff Remuneration

CASBE staff remuneration will be reviewed from time to time as the need arises by the relevant MAV Manager in collaboration with the CASBE Personnel Sub-Committee. Refer to Appendix B for the CASBE Personnel Sub-Committee Terms of Reference which define the roles and responsibilities of this Sub-Committee.

6. Rights and obligations of the Parties

Council's rights

Subject to being a CASBE financial member:

- Council has the right to have a single representative on the CASBE Steering Committee.
- Council has the right to receive timely communication from the MAV and be allowed adequate time for considerations around decision making.
- Council has the right to opt in to CASBE Programs.
- Council has the right to access the SDAPP Fact Sheets.
- Council has the right to access CASBE training offerings.
- Council has the right to publish CASBE approved public information regarding BESS.
- Subject to payment of the annual BESS subscription fee and agreement to the SDAPP Framework Terms of Participation, Council has the right to have full council access to BESS.
- Subject to payment of the annual BESS subscription fee and agreement to the SDAPP Framework Terms of Participation. Council has the right to put forward nominations for a representative on the SDAPP Framework Governance Board.
- Subject to agreeing to participate in the SSF, Council has the right to put forward nominations for a representative on the SSF Governance Board.

Council's obligations

- Council agrees to cooperate with the MAV in carrying out the work of CASBE and to use its best endeavours to ensure that work is carried out.
- Council agrees to nominate a single representative for the CASBE Steering Committee. The role of the CASBE Steering Committee is defined in the CASBE Steering Committee Terms of Reference (see Appendix A). These Terms of Reference may be revised from time to time as agreed by the Steering Committee.
- Council agrees to pay an annual membership fee which is used to maintain CASBE's operational functions, as managed by the CASBE Executive Officer. Council agrees to pay invoices within 28 days of their issue. Council contributions are calculated as outlined below in *Operational Arrangements*. In making these financial contributions Council becomes a financial member of CASBE.
- Council agrees to provide a point of contact within council for enquiries relating to the use of the Built Environment Sustainability Scorecard (BESS) tool on projects within that council area.
- Council agrees to not introduce local planning policy that requires mandatory use of BESS.
- Council acknowledges that access to BESS will be subject to a subscription fee. The subscription fee will be set by the CASBE Steering Committee from time to time.
- Council agrees to the MAV using council's logo on the CASBE website membership page. Separate agreement will be sought from council for other use of the logo on the website.
- Council agrees to allow general membership data to be collated and reviewed at the end of the financial year to be utilised in the CASBE Annual Outcomes Report Project, with all council specific data to be de-identified. All data collected will be in accordance with the Privacy and Data Protection Act (Vic).
- Council agrees to allow de-identified data to be utilised for advocacy purposes.

MAV rights

- MAV has the right to have a single voting representative on the CASBE Steering Committee. The role of the CASBE Steering Committee is defined in the CASBE Steering Committee Terms of Reference (see Appendix A).
- MAV has the right to have a single voting representative on the CASBE program Governance Boards.

MAV obligations

- MAV agrees to cooperate with Council in carrying out the work of CASBE and to use its best endeavours to ensure that work is carried out.
- MAV agrees to employ and manage the CASBE Executive Officer on a day-to-day basis, towards the satisfactory completion of duties outlined in the Position Description, as updated from time to time, and to ensure that the decisions of the CASBE Steering Committee are being implemented. This is dependent on maintaining a minimum of ten financial member councils.
- MAV agrees to employ and manage other CASBE staff in consultation with the CASBE Personnel Sub-Committee, with final approval resting with the MAV, subject to available funds from the CASBE budget, as outlined below in *Operational Arrangements*.
- MAV agrees to issue annual invoices to CASBE councils and receive council financial contributions.
- MAV agrees to manage the CASBE funds in accordance with MAV procedures, and to provide quarterly reports on CASBE finances to the CASBE Steering Committee. Any interest on the CASBE funds in holding will be retained by the MAV.
- MAV agrees to nominate a single representative for the CASBE Steering Committee.
- MAV agrees to own and manage BESS using available funds from the CASBE budget, as outlined below in *Operational Arrangements*. This obligation is dependent on maintaining a minimum of ten financial subscriber councils. This does not include providing data entry technical support, or software technical support.
- MAV agrees to provide CASBE financial member Councils with full access to BESS for the duration of the agreement subject to payment of the annual BESS subscription fee by Council and Council agreeing to the SDAPP Terms of Participation.
- The MAV agrees to manage, through the CASBE Executive Officer and/or other CASBE staff, the Governance Boards for CASBE programs.
- The MAV agrees to nominate a representative on these Governance Boards for the duration of this agreement.
- The MAV acknowledges that these Governance Boards guide the decision-making for the financial direction and management of CASBE programs, under the direction of the CASBE Steering Committee.
- The MAV agrees to manage, through the CASBE Executive Officer and/or other CASBE staff, the CASBE programs.
- The MAV agrees to provide a copy of relevant MAV policies that Steering Committee members are required to abide by, to Steering Committee members.

7. Participation in CASBE Programs

A core focus of CASBE is to provide support for the consistent application of programs related to sustainability in planning for CASBE members.

Participation in CASBE programs is voluntary. A council may be a CASBE member without participating in CASBE programs.

As of July 2023, the main programs supported by CASBE are:

- The Sustainable Design Assessment in the Planning Process (SDAPP) Framework.
- The Sustainable Subdivisions Framework.

The Sustainable Design Assessment in the Planning Process (SDAPP) Framework and the Sustainable Subdivisions Framework are governed by separate Governance Boards overseen by the CASBE Steering Committee.

If a council chooses to participate in either the SDAPP Framework, or the Sustainable Subdivisions Framework, they will be asked to agree to the relevant Terms of Participation.

8. Support and openness between the parties

The parties acknowledge that they have a mutual interest in the successful planning, development and delivery of CASBE projects. Nevertheless, it is recognised that the views and objectives of the parties may not always coincide. The parties will work openly and constructively to resolve any differences which emerge.

The parties will aim, where reasonably possible, to share information relevant to CASBE with each other. In the normal course of events, the parties will work on the assumption that information should be freely exchanged.

The parties agree that it may be necessary to share confidential information to further the objectives of this MoU and that such information is to remain confidential.

The parties must keep confidentiality and not allow, make or cause any disclosure of or in relation to the confidential information without the prior written consent of the other party, which consent may be given or withheld, or given with directions, in the other party's sole discretion.

The parties must not:

- Use or permit any person to use the confidential information for any purpose other than for a purpose agreed by the parties which is in accordance with this MoU;
- Disclose or in any way communicate to any other person any of the confidential information except as authorised by the party who has disclosed the confidential information;
- Permit unauthorised persons to have access to places where confidential information is displayed, reproduced or stored; or
- Make or assist any person to make any unauthorised use of the confidential information;
- Confidential information means any information provided by one party to the other party pursuant to the MoU, which that party specifies as being confidential, or if disclosed, would be contrary to the public interest or would damage the commercial interests of the party which provided the information.

9. Intellectual property

During the normal course of CASBE work, materials will be created. The Intellectual Property (IP) of materials will be as follows:

- The IP created by external consultants will rest with the Party that engages the consultant.
- The IP of materials created by a Party will rest with that Party.

During the normal course of CASBE work, councils will share materials. Council will only share materials if:

- It owns the IP of the materials, or
- Council has permission from the IP owner to share the materials.

10. Public and media relations

The CASBE Executive Officer will be the primary contact for any public or media enquiries relating to the work of CASBE. However, any planned media events, media releases or correspondence will be prepared in consultation with Council, through the CASBE Steering Committee. MAV will be consulted in relation to any media or public enquiries that may impact MAV's reputation.

11. Dispute resolution

The parties agree to attempt to resolve disputes quickly to minimise any delay to the work of CASBE. If any dispute arises between the parties:

- The parties must meet within 5 business days of being notified in writing of a dispute to endeavour to resolve the matter promptly;
- If the matter cannot be resolved between the parties and remains unresolved within four weeks of notification of a dispute the matter may be referred to an independent mediator at the request of either party;
- An independent mediator will be selected by agreement of all parties but if such agreement is not obtained, then MAV will, after consultation with the parties, select the mediator;
- If the matter cannot be resolved by mediation and remains unresolved within four weeks of mediation the matter may be referred to an independent arbiter;
- An independent arbiter will be selected by agreement of all parties but if such agreement is not obtained, then MAV will, after consultation with the parties, select the arbiter; and
- The decision of the arbiter will be binding on all parties.

12. Termination of the Memorandum of Understanding

If a party wishes to cease being a party, they will notify the other party in writing of their intention to exit from the MoU, providing 30 working days' notice.

The party will fulfil any obligations committed to up until the time of exit and provide CASBE with information required to fulfil any contractual obligations beyond the time of exit.

Any unspent contribution made during the financial year that the party ceases to be a party, being a proportional amount effective from the date of notice of termination, will be returned to the contributor upon exit from the MoU.

If CASBE membership falls below ten councils, MAV may at its absolute discretion:

- Transfer all obligations and responsibilities to another organisation, subject to all current members agreeing to its transfer; or
- Wind up CASBE.

If CASBE is wound up, the MAV will proportion any unspent funds after covering CASBE's existing financial obligations, as follows:

- Members' current at the time CASBE is wound up will have their CASBE membership and BESS subscription fees for that year refunded in full or on a pro rata basis depending on the quantum of funds to be disbursed.
- Any remaining funds will be disbursed to the previous year's members as per their CASBE membership and BESS subscription fees for that year in full or on a pro rata basis, and so on until all funds have been disbursed.

13. Indemnity

All Council members indemnify the MAV in accordance with the following.

Council agrees to indemnify and to keep indemnified the MAV, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of, or in relation to the MoU between CASBE Members and the MAV, and be directly related to the negligent acts, errors or omissions of Council.

Council's liability to indemnify the MAV shall be reduced proportionately to the extent that any act or omission of the MAV, its servants or agents, contributed to the loss or liability.

The MAV will indemnify a Council member in accordance with the following.

The MAV agrees to indemnify and to keep indemnified council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of, or in relation to the MoU between CASBE Members and the MAV, and be directly related to the negligent acts, errors or omissions of the MAV.

The MAV's liability to indemnify council shall be reduced proportionately to the extent that any act or omission of council, its servants or agents, contributed to the loss or liability.

Signatories

.....

Chief Executive Officer (or delegate)

DATE:

.....

Chief Executive Officer
Municipal Association of Victoria

DATE:

APPENDIX A

CASBE Steering Committee Terms of Reference 2023 - 2026

*Revision: **

Date: 5 June 2023

Purpose

We lead and facilitate transition to sustainable and regenerative urban environments through collaborative local government led action.

Role of committee

To provide a decision-making forum for all aspects of CASBE business, including but not limited to:

- Defining, reviewing and guiding the implementation of the CASBE Strategic Plan;
- Reviewing the CASBE finance strategy and annual budget;
- Establishing and implementing projects and strategies that further the achievement of policy objectives of CASBE;
- Working collaboratively to achieve the desired outcomes and solve problems as they arise.
- Monitoring the success or otherwise of initiatives entered into.
- Establishing short term project or policy specific working groups as the need arises.
- Governing CASBE programs through the relevant Governance Board/s.
- All material provided for discussion and consideration is confidential unless otherwise agreed by the Steering Committee.

Membership and Decision making

- Each financial council member of CASBE must nominate one representative.
- The representative must be a staff member of council.
- Each financial member has one vote of equal weighting. A member may designate in writing, another member to cast their vote by proxy.
- The CASBE Executive Officer will represent the MAV as a voting member of the Steering Committee.
- To achieve quorum, at least 33% of member councils are to be present in the room or in attendance via video conferencing. Quorum may include votes made by proxy.
- Decision making at meetings will be made by majority vote of members present and proxy's received prior to meeting.
- For an Out of Session decision to be passed, at least 33% of member councils must respond in writing, and of those who have responded, a majority vote reached. Out of Session decisions can be made on financial variations up to \$25,000 ex GST.
- All Out-of-Session decisions must be reported to the next Steering Committee meeting via minute of the decision.
- Members of the Steering Committee must comply with MAV's policies, including Conflict of Interest Policy.

Meeting Frequency and Location

- The Steering committee will meet 3 times a year (eg after every second CASBE Network meeting).
- Notice of meetings to be at least 10 business days.
- Agenda documentation must be circulated at least 7 business days prior to the meeting
- Special meetings for particular purposes may be convened from time to time.
- Meetings will be held via video conference and in person as agreed by member councils. In person meetings will be located at the MAV office or other locations as agreed by member Councils.

- Participants other than member councils may be invited to attend the meetings from time to time as the need arises.

Review

- The Steering Committee will review its progress annually.
- There is no pre-determined sunset for this committee. Committee membership is reviewed annually.
- The Steering Committee will cease to exist if and when CASBE is wound up.
- This Terms of Reference is to be reviewed on an as needs basis and at the end of the 2023-2026 CASBE MoU period.

Secretariat and Chair

- The CASBE Steering Committee will be convened by the CASBE Executive Officer through the MAV until such time as the alliance is wound up.
- Agendas and meeting notes will be provided through the CASBE Executive Officer.
- Meetings will be chaired by the CASBE Executive Officer.

Media and communications

- The CASBE Executive Officer is responsible for communications pertaining to CASBE.
- The CASBE Executive Officer is the media spokesperson for CASBE.
- All media inquiries that occur in your capacity as a member of the CASBE Steering Committee should be redirected to MAV Communications, via the CASBE Executive Officer.

Reporting

- CASBE Executive Officer to report to Steering Committee on the CASBE staff Work Plan/s at every Steering Committee meeting.
- CASBE Executive Officer to report to Steering Committee on the CASBE Strategic Work Plan/s at every Steering Committee meeting.
- CASBE Executive Officer to prepare an Annual Outcomes Report at the end of each financial year.

APPENDIX B

Personnel Sub-Committee Terms of Reference 2023 - 2026

*Revision: **

Date: 5 June 2023

Purpose

To provide advice to the Municipal Association of Victoria (MAV) on issues related to CASBE personnel.

Role of committee

The Personnel Sub-committee is a sub-committee of the CASBE Steering Committee that provides advice and guidance to the MAV on CASBE staffing issues, including issues relating to:

- Staff remuneration
- Staffing changes
- Changes to the CASBE team structure
- Budgetary impacts of remuneration or staffing changes.

Membership and Decision Making

- The Sub-Committee will comprise one representative from each of 6 CASBE member councils and an MAV representative.
- It is preferred that representatives have a management role at council.
- Members are to be nominated and elected by the CASBE Steering Committee (SC) on an annual basis
- Decisions to be made by majority vote of sub-committee members present.
- Each council member and the MAV have one vote.
- To achieve quorum, 50% of council sub-committee members, and the MAV, are to be present.
- Members of the Personnel Sub-Committee must comply with MAV's policies, including Conflict of Interest Policy.

Process and scope for remuneration review

The MAV Performance Plan and Review Policy provides that in addition to ongoing and regular performance management, MAV managers are to complete an annual performance review with each of their direct reports. These reviews generally take place in July-August each year. As part of the review process, individuals' position descriptions and their work plan for the coming year are also discussed and agreed upon. Where an officer's responsibilities have materially increased, remuneration discussions will occur.

The Personnel Sub-Committee will work with the relevant MAV Policy Manager to approve or otherwise determine any change to a CASBE officer's salary level. It is anticipated that an officer's salary level will only be reviewed when their role or responsibilities are materially / substantially altered, which in the CASBE context may involve a change:

- in the number of member councils
- in the number of the officer's direct reports
- in the demands or technical expertise involved in the role
- a combination of the above points

Sub-Committee approval is not required for any annual CPI increase provided to all MAV staff. The Sub-Committee must consult with the broader CASBE SC for any salary increase that:

- equates to an increase of more than 5 percent or
- is not able to be met by the existing agreed CASBE budget

Meeting Frequency and Location

- The Personnel Sub-Committee will meet on an as-needs basis, as called by the CASBE Executive Officer or the relevant MAV Manager.
- Notice of meetings to be at least 10 business days.
- Agenda documentation must be circulated at least 5 business days prior to the meeting
- Meetings will be held via video conference and in person as agreed by member councils. In person meetings will be located at the MAV office or other locations as agreed by member Councils.
- Participants other than member councils may be invited to attend the meetings from time to time as the need arises.

Secretariat and Chair

- The Personnel Sub-committee will be convened by the CASBE Executive Officer and / or a MAV Manager as appropriate.
- Agendas and meeting notes will be provided through the CASBE Executive Officer and / or a MAV Manager as appropriate.
- Meetings will be chaired by the CASBE Executive Officer and / or a MAV Manager as appropriate.

Reporting

- The Sub-Committee will report any change to an officer's salary level by advising the CASBE Steering Committee at the first Steering Committee meeting held after the decision is made. CASBE officers will be asked to leave the room prior to the discussion. Where possible, the salary adjustment will be expressed in terms of a percentage change, rather than disclosing the officer's actual salary amount in dollars.