

# Review - Casey Community Local Law 2023

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## General

### Version control

- Include version history.
- Drafts and amendments need different version numbers to the 'as made' law.

### Notes in green boxes

- Most of these notes apply conditions or exceptions to the law. Therefore, they are part of the law and should be inserted as clauses, except for the notes immediately following clauses 32, 42 and 55, which are explanatory in nature.
- The explanatory notes should be indented or otherwise altered to visually pair them with the clauses they belong to.

## Part 1 - Preliminary

### Titles of clauses

- These are given as questions. Change these to short descriptive phrases, as with the rest of the law.

### Clause 5

- Depends on section 84 of LG Act. If this changes, clause 5 will need to change too. Suggest rewording to minimise dependency on LG Act.
- Also ensure there is a mechanism by which a change in state legislation triggers a review of dependent Council documents.

## Part 2 - Definitions

### Definition of "dangerous"

- Any event that is "likely" to occur is also "able" to occur. Therefore, if the term "able" is used, the term "likely" is unnecessary. Suggest rewording definition.

## Part 3 - Animals

### Green note before clause 12

- Refers to “this part”, but it is not situated at the start of part 3. Therefore it is not clear if this note applies to all of part 3, or only to clauses 12 and 13. If it applies to all of part 3, it should be moved to the start of part 3; otherwise, it should be reworded to clarify that it applies only to clauses 12 and 13.
- Doesn't apply to animals regulated under the Casey Planning Scheme, but it is not clear which ordinance readers should refer to. Law should specify the relevant ordinance. This would create a need to amend the clause if the planning scheme changes, but the clarity would be worth this trade-off; in its current state, it's too unclear to be useful.
- Definition of “animal”, as given in part 2, includes birds. Therefore the mention of birds is unnecessary.

### Green note after clause 13

- Implies small birds may be housed in a dog kennel or cat enclosure. Suggest rewording if this is not the intention.

### Clause 15(1)

- Would need to be amended if the committee name changes. Suggest rewording to remove this dependency.
- Somewhat unclear; gives the impression of a non-mandatory agreement between the animal owner and Council. Suggest rewording to clarify mandatory nature of the agreement e.g. “An owner or occupier of private land on which any animal is kept may be required to enter into an Animal Management Agreement if the animal has...”.

### Clause 16

- Definition of “animal”, as given in part 2, includes birds. Therefore the mention of birds is unnecessary.

## Part 5 - Land and Neighbourhood Amenity

### Clause 20(1)

- Definition of “dilapidated”, as given in part 2, includes “state of disrepair”. Therefore subclause (c) is unnecessary.

#### Clause 23

- Three-month permit expiry should be loosened or removed for large properties.
- Exceptions to the permit requirement flow from the Casey Planning Scheme. Law should specify which ordinance(s) readers should refer to. Should also briefly identify the scenarios covered in the ordinance(s), so readers can judge whether their own situations warrant checking the planning scheme.

#### Clause 25(2)

- It is unclear what constitutes normal and abnormal lighting conditions. Is nighttime a normal lighting condition? If so, must all property numbers be visible at night? What if a property is not sufficiently lit by a street light? If a tree on the nature strip blocks light from illuminating the property number, does the property number then need to self-illuminate?

#### Clause 27(1)

- It is unclear how this law should be applied. If a household owns too many cars to fit in the property's garage, carport or driveway, is a resident allowed to park on grass next to the driveway, having first entered via the driveway?
- This is particularly relevant in Casey, where households often have multiple vehicles. Adult children continue living with their parents due to high rents and property prices. In addition, people on fixed incomes, or whose incomes are constrained by visa conditions, may share-house with others.

#### Clause 27(3)

- It is unclear what is meant by “alter”. For example, is a permit required to resurface or paint an existing driveway?

#### Clause 28(1)

- Would Council ever allow detrimental amenity impacts from vehicle repairs or restoration? If not, this permit should be abolished, and activities causing detrimental impacts should be prohibited outright.

#### Clause 28(2)

- Two-vehicle limit should be loosened or removed for large properties, or properties that are isolated in low-density areas.

- As currently written, the law allows for the removal of excess unregistered vehicles that are stored in a garage, shed, or backyard out of public view. This is unfair and should be corrected.

#### Clause 30(1)

- Permit requirement for the use of recreational vehicles should be loosened or removed for large properties, taking into account local conditions such as proximity to other properties.

## Part 8 - Waste

#### Clause 47(3)

- Creates a dependency on the Council website. Assumes this is the “single source of truth” for waste collection information, and that it will always be correct. Council may be unable to enforce this clause if incorrect or outdated information on the website causes residents to incorrectly sort their waste. Suggest rewording to avoid dependency on website.

#### Clause 49(1)(d)

- It is unclear what constitutes normal and abnormal lighting conditions. Is nighttime a normal lighting condition? If so, must all commercial waste bin labels be visible at night? What if a property is not sufficiently lit? If a fixed object, that is not controllable by the property owner, blocks light from illuminating the commercial waste bin, does the bin label then need to self-illuminate?

## Part 12 - Administration

#### Clause 67(5)

- Verbal submissions can be made “if applicable”. Law should explain whether this is determined at Council’s discretion, or by fixed criteria.

#### Clause 67(6)

- This vests the CEO with unconditional discretionary power, potentially allowing him to exempt himself from permit requirements. That he’s unlikely to do so, by convention, is not a substitute for actual checks and balances. Suggest specifying limitations on this

power, or conditions the CEO must consider when making a determination to grant a permit exemption.

## Part 14 - Enforcement

### Clause 76(2)

- Strongly suggest requiring a Notice of Impounding to be served immediately, rather than up to four days after impounding. A civil society requires that transfers of goods and services are recorded; this is necessary for trust, accountability and justice. Removing property without serving a Notice violates this principle; it gives Council an unfair advantage by constraining the owner's ability to dispute the impounding, causing unnecessary distress.

### Clause 78

- This vests the CEO with unconditional power over the operation of the law. Strongly suggest the imposition of limits or conditions.

## Schedule 2 - Bunjil Place

### Text on drawing

- It is not acceptable for a law to contain unreadable text. Replace with higher-quality image, or export the entire document to a higher-quality PDF.