

Local Law Review 2025 – Submission for Round 2

Prepared by Amanjit Gill on 18 September 2025

Thank you for considering my submission. Some of these comments are in response to suggestions I made in Round 1 that remain unaddressed, while others are in response to items in the summary of changes provided in the community consultation materials.

General

Version control

I hope to see that the adopted law has a version history. If amendments are made in the future, these need to be versioned properly to ensure that members of the public know whether or not their copy of the law has been superseded.

Notes in green boxes

A provision that alters, broadens or limits the effect of a clause should itself be a clause, not shown separately in a green box. This is to enable pinpoint references to the law in literature and correspondence. Writers, when referring to the law, should not be compelled to use phrases such as “the green box under clause 20” or “the green box on page 27”.

Green boxes should be reserved for explanatory notes that don’t alter, broaden or limit the effect of a clause.

Part 1 – Preliminary

Clause 5 – When does this Local Law end?

I maintain that this clause is an unnecessary duplication of the sunset provision in *Local Government Act 2020* s 84.

Part 3 – Your Animals

Clause 11 – Animal Numbers

I maintain that the green note to this clause should specify the ordinance in the Casey Planning Scheme that residents should refer to.

Clause 12 – Animal Containment

I strongly endorse the inclusion of an explanatory note on the requirement to keep cats confined at all times. The uncontrolled roaming of cats in my neighbourhood is a chronic and worsening issue; I appreciate any steps Council can take towards addressing this.

Clause 16 – Feeding Animals and Birds

I maintain that it is unnecessary to specifically mention birds, as they are included in the part 2 definition of ‘animal’.

Part 5 – Your Property

I support the change to the title of this part, because it will make it easier for residents to locate provisions related to the use of private land.

Clause 20(1) – Dilapidated Buildings

The part 2 definition of ‘dilapidated’ starts with ‘means in a state of disrepair...’. Sub-clause (c) is thus unnecessary, as its intent is already captured in sub-clause (a).

Clause 23 – Shipping Containers

This clause remains unfair for residents whose properties are smaller than four hectares but large enough to accommodate a shipping container without impinging on the amenity rights of others. I strongly urge Council to make this clause fairer, by forfeiting the requirement of a permit if certain conditions are met (such as a minimum distance from the property boundary), or by setting a much longer permit expiry date.

I maintain that the ordinances of the Casey Planning Scheme that provide exemptions to this clause should be specified.

Clause 24 – Temporary Dwellings

The proposed two-month limit for permit-free usage of a temporary dwelling is much fairer than the previous limit of 14 days across two months. However, given recent economic difficulties and an ongoing housing crisis, I wonder if further provisions could be made, without incurring an unreasonable cost to local amenity.

Clause 25(2) – Property Numbers to be Displayed

The meaning of ‘normal lighting conditions’ remains unclear. Given nighttime occurs very frequently - once every 24 hours without exception - clarity is needed as to whether or not nighttime is a normal lighting condition. There are many properties whose numbers are hard or impossible to see at night; their legal status in regard to this clause hinges on what Council considers to be ‘normal’ lighting.

Clause 28 (Removed) – Vehicles and Machinery

I strongly endorse the removal of this clause, because its intent in regard to maintaining local amenity is sufficiently captured in Clause 18 – Unsightly Land.

Clause 29 – Recreational Vehicles

I support the amendment of this clause to remove the prohibition on all usage of recreational vehicles on private land. The focus on amenity, safety and property damage allows people to enjoy their properties in the manner they choose, provided they do not impinge on the ability of other residents to do the same.

Part 8 – Waste

Clause 44 – Domestic Waste

The removal of the 24-hour placement and removal windows may lead to bins being left out for longer periods, creating more opportunity for them to be knocked over by the wind or by

antisocial behaviour. This may result in increased litter and obstructions to vehicles that need to park or drive through.

I strongly endorse the removal of the prohibition on fossicking through hard rubbish.

Clause 46(1) – Commercial Waste

As with clause 25(2), clarity is needed on what is meant by ‘normal lighting conditions’. Moreover, if the standard of nighttime visibility is different, or more strict, for commercial waste containers than for residential waste containers, this should be explained.

Part 13 – Administration

Clause 65(5) – Granting and Refusal of a Permit

I maintain that this clause should clarify when verbal submissions are considered ‘applicable’. Residents are entitled to a clear understanding of what might be expected of them when they challenge a permit refusal, including the circumstances in which Council might find it instructive or necessary to hear a verbal submission.

Clause 65(6) – Granting and Refusal of a Permit

More information is needed as to when the CEO might consider granting an exemption from any requirement for a local law permit.

Part 14 – Enforcement

Clause 74(2) – Power of Authorised Officer to Seize and Impound

I strongly urge Council to require that a Notice of Impounding be served immediately, either by hand or - if the property owner is absent or uncooperative - by placement into a letterbox. The only exception should be if the impounding is too urgent to wait for the preparation of a Notice.

Any delay in serving a Notice of Impounding unfairly disadvantages the property owner by limiting their ability to respond to the impounding until after they have seen the information on the Notice.

Part 15 – Saving Clause

Clause 76 - Exemptions

I maintain that this clause appears to vest the CEO with unconditional power over the operation of the law. I strongly urge Council to place bounds on this power or explain the circumstances in which it might be exercised.

Schedule 2 – Bunjil Place

I maintain that it is unacceptable for a law to contain any text that is unreadable, even as part of an image. This makes clause 58(6), which relies on this image, more difficult to enforce, because a person who has committed an infringement under this provision can plausibly claim they were prevented from understanding the boundary within which the provision applies.

Council should consider replacing this image with a simpler depiction, removing extraneous detail to make room for larger text labels.