

Appendix 3 – Assessment against relevant Planning Scheme controls

Planning Scheme Reference	Assessment
Planning Policy Framework	
Clause 11 (Settlement)	<p>Planning is to facilitate sustainable development that takes full advantage of existing settlement patterns and investment in transport, utility, social, community and commercial infrastructure and services.</p> <p>Planning is to recognise the need for, and as far as practicable contribute towards diversity of choice, accessibility, economic viability, a high standard of urban design and amenity and land use and transport integration.</p> <p>The proposal is contrary to this clause as it is not located in an area that is fully serviced with a range of infrastructure and services.</p>
Clause 11.11-1R2 (Green wedges – Metropolitan Melbourne).	<p>The objective of this clause is to protect the green wedges of Metropolitan Melbourne from inappropriate development.</p> <p>The proposal is contrary to this clause as it will change the character and nature of the primary rural land use.</p>
Clause 12.01-1S (Protection of biodiversity)	<p>The objective of this clause is to assist the protection and conservation of Victoria's biodiversity.</p> <p>The proposal complies with this clause.</p>
Clause 12.01-2S (Native vegetation management)	<p>The objective of this clause is to ensure that there is no net loss to biodiversity as a result of the removal, destruction or lopping of native vegetation.</p> <p>The proposal complies with this clause.</p>
Clause 13.02-1S (Bushfire planning)	<p>The objective of this clause is to strengthen the resilience of settlements and communities to bushfire through risk-based planning that prioritises the protection of human life.</p> <p>The submitted bushfire management report concludes that the bushfire risk on the subject site can be managed through mowing of grass to less than 5 centimetres in height and locating habitable buildings within the required setbacks to comply with the Bushfire Attack Level (BAL) 12.5 requirements. The proposal therefore complies with this clause.</p>
Clause 13.05-1S (Noise abatement)	<p>The objective of this clause is to assist the control of noise effects on sensitive land uses.</p> <p>Melbourne Airport has reviewed the submitted acoustic report prepared by Watson Moss Growcott Pty Ltd and objects to the proposal as it is not satisfied that the acoustic report adequately addresses the requirements for accommodation under the Australian Standard.</p>

	<p>According to Melbourne Airport, the current noise conditions on the subject site will not represent the longer term conditions.</p> <p>The proposal does not comply with clause.</p>
Clause 13.07-1S (Land use compatibility)	<p>The objective of this clause to safeguard community amenity while facilitating appropriate commercial, industrial or other uses with potential off-site effects.</p> <p>The proposal is not supported as it will not complement the surrounding environment in terms of character and visual amenity.</p>
Clause 14.01-1S (Protection of agricultural land)	<p>The objective of this clause is to protect the state's agricultural base by preserving productive farmland.</p> <p>The proposal is contrary to this clause as it would result in loss of agricultural land.</p>
Clause 14.01-1R (Protection of agricultural land – Metropolitan Melbourne)	<p>The strategy of this clause is to protect agricultural land in Metropolitan Melbourne's green wedges and peri-urban areas to avoid the permanent loss of agricultural land in those locations.</p> <p>The proposal is contrary to this clause as it would result in loss of agricultural land.</p>
Clause 15.01-6S (Design for rural areas)	<p>The objective of this clause is to ensure development respects valued areas of rural character.</p> <p>The proposed location, scale and design of the camping and caravan park will have a significant adverse effect on the rural character of the green wedge area and is therefore not supported.</p>
Clause 15.03-1S (Heritage Conservation)	<p>The objective of this clause is to ensure the conservation of places of heritage significance.</p> <p>The proposal is well setback from the significant dwelling which will be retained. However, It is recommended by Council's Heritage Advisor that the proposal be developed on the northern corner of the property, close to the existing heritage dwelling which could be activated and adapted.</p>
Clause 15.03-2S (Aboriginal cultural heritage)	<p>The objective of this clause is to ensure the protection and conservation of places of Aboriginal cultural heritage significance.</p> <p>The proposal complies with this clause.</p>
Clause 17.04-1S (Facilitating tourism)	<p>The objective of this clause is to encourage tourism development to maximise employment and long term economic, social and cultural benefits of developing the State as a competitive domestic and international tourist destination.</p> <p>Promote tourism facilities that preserve, are compatible with and build on the assets and qualities of surrounding activities and attractions.</p>

	The proposal does not comply with this clause.
Clause 17.04-1R (Tourism in Metropolitan Melbourne)	<p>The objective of this clause is maintain and develop Metropolitan Melbourne as a desirable tourist destination.</p> <p>The proposal will not contribute to the tourism appeal of Diggers Rest Township as the scale of development will not complement and respect the rural landscape character of the area. The proposal will also compromise the Diggers Rest township boundary.</p>
Clause 18.02-4S (Car parking)	<p>The objective of this clause is to ensure an adequate supply of car parking that is appropriately designed and located.</p> <p>The proposed 30 car parking spaces are satisfactory.</p>
Clause 18.04-1R (Melbourne Airport)	<p>The strategies of this clause is to:</p> <ul style="list-style-type: none"> • Protect the curfew-free status of Melbourne Airport and ensure any new use or development does not prejudice its operation. • Ensure any new use or development does not prejudice the optimum usage of Melbourne Airport. <p>The proposal is inconsistent with this clause. Melbourne Airport has objected to the proposal.</p>
Local Planning Policy Framework	
Clause 21 (Municipal Strategic Statement (MSS))	The Melton City Council Municipal Strategic Statement contains a description of present day Melton City and then looks to the future to see what the City may be in 2015. It also explains Council's key planning objectives, and shows how these will be used to evaluate and assess all applications for use and development. The MSS provides strategic direction for various land use units and activity areas in the City. The MSS finally explains how the Melton Planning Scheme will be implemented, its linkages with other plans and policies and when it will be reviewed and re-evaluated.
Clause 21.01-3 (Rural areas)	The non urban areas of Melton perform a vital role in providing a buffer between the outward spread of Melbourne and the rural hinterland of Gisborne, Bacchus Marsh and beyond. These areas which lie outside of the Urban Growth Boundary are known as Green Wedge areas. Council has two Green Wedges, with the Western Freeway forming the boundary between the Western Plains North Green Wedge (which is wholly in the City of Melton), and the Western plains South Green Wedge (which is shared with the City of Wyndham).

	The scale of development will not complement and respect the rural landscape character of the area. The proposal does not accord with this clause.
Clause 21.03-2 (Planning Objectives)	<p>The objective of this clause is to preserve the integrity of the City's rural land for sustainable and efficient rural land use.</p> <p>The proposal is contrary to this clause as it will change the character and nature of the primary rural land use.</p>
Clause 22.08 (Rural land use policy)	<p>It is local policy to:</p> <p>Ensure that the density of dwellings is not increased in those areas affected by the Airport Environs Overlay schedule Nos. 1 and 2.</p> <p>Discourage proposals on freeways and highways which lessen the level of service, safety and function of the road; which result in a lessening in appearance and visual amenity of the area; which result in a loss of vegetation; and which extend linear or ribbon forms of development.</p> <p>The proposal is contrary to this clause as it will change the character and nature of the primary rural land use. The proposal will visually compromise the non-urban gateway to Diggers Rest.</p>
Zone	
Clause 35.04 (Green Wedge Zone)	<p>The purpose of this clause is:</p> <ul style="list-style-type: none"> • To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies. • To provide for the use of land for agriculture. • To recognise, protect and conserve green wedge land for its agricultural, environmental, historic, landscape, recreational and tourism opportunities, and mineral and stone resources. • To encourage use and development that is consistent with sustainable land management practices. • To encourage sustainable farming activities and provide opportunity for a variety of productive agricultural uses. • To protect, conserve and enhance the cultural heritage significance and the character of open rural and scenic non-urban landscapes. • To protect and enhance the biodiversity of the area. <p>The proposal is contrary to the purpose of the zone.</p>

Particular Provisions	
Clause 52.06 (Car parking)	<p>This purpose of Clause 52.06 includes the need to ensure the provision of an appropriate number of car spaces having regard to the activities on the land and the nature of the locality.</p> <p>Where a use of land is not specified in Table 1, car parking spaces must be provided to the satisfaction of the responsible authority. The use 'camping and caravan park' is not specifically listed, and as such the car parking spaces must be provided on site to the satisfaction of the Responsible Authority.</p> <p>The proposed 30 visitor car spaces are considered satisfactory.</p>
Clause 52.17 (Native Vegetation)	<p>The purpose of this clause is to protect and conserve native vegetation by avoiding or minimising removal and ensuring appropriate offsets.</p> <p>The removal of vegetation complies with this Clause. A Flora and Fauna Assessment prepared by Brett Lane and Associates Pty Ltd dated March 2018 concludes that as no remnant patches or scattered trees are located in the application area, no offsets are required.</p>
Clause 57 (Metropolitan Green Wedge Land)	<p>The purpose of this clause:</p> <ul style="list-style-type: none"> • To protect metropolitan green wedge land from uses and development that would diminish its agricultural, environmental, cultural heritage, conservation, landscape natural resource or recreation values. • To protect productive agricultural land from incompatible uses and development. • To ensure that the scale of use is compatible with the non-urban character of metropolitan green wedge land. • To encourage the location of urban activities in urban areas. To provide transitional arrangements for permit applications made to the responsible authority before 19 May 2004. To provide deeming provisions for metropolitan green wedge land. <p>The proposal does not comply with this clause.</p>
Clause 65 Decision Guidelines	<p>Because a permit can be granted does not imply that a permit should or will be granted. The responsible authority must decide whether the proposal will produce acceptable outcomes in terms of the decision guidelines of this clause.</p> <p>The proposal does not comply with the decision guidelines of Clause 65.</p>