

2. Objectives

The primary objective 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 2020 - 2023. It updates and replaces previous agreements between CASBE Councils and the MAV.

A secondary objective is to define the governance of the Built Environment Sustainability Scorecard (BESS), including the decision-making framework that supports the ongoing use, enhancement and maintenance of BESS by the CASBE group of councils.

Specifically, this document has been prepared to establish:

- Council's membership commitment to CASBE;
- The roles and responsibilities of each party and;
- The ongoing governance and management structure of the Built Environment Sustainability Scorecard (BESS).

This MoU will remain operational from date of signing to 30 June 2023.

3. Support of Parties for the Memorandum of Understanding

The parties acknowledge and support this MoU and further acknowledge and agree that they will work in a co-operative manner with the common intention of achieving the work of CASBE, as defined in the CASBE Strategic Plan, in accordance with the principles described in this MoU.

4. Key principles

The key principles of the MoU are as follows:

- The parties will work collaboratively to achieve the desired outcomes;
- 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.

5. Council's obligations

- Council agrees to cooperate with 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.
- Councils who are subscribers to BESS are invited and encouraged to become a member of the BESS Governance Board at least once during the three-year period of the MoU. This is a voluntary role. Council agrees to the role of members of the BESS Governance Board as defined in the BESS Governance Board Terms of Reference in Appendix B. These Terms of Reference may be revised from time to time as agreed by the Steering Committee.

6. 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 publish CASBE approved public information regarding BESS.
- Subject to payment of the annual BESS subscription fee, Council has the right to have full council access to BESS.
- Subject to payment of the annual BESS subscription fee, Council has the right to put forward nominations for a representative on the BESS Governance Board.

7. 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 as proposed by the CASBE Steering Committee and approved by the MAV using 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 subscription fee by Council.
- The MAV agrees to manage, through the CASBE Executive Officer and/or other CASBE staff, the BESS Governance Board.
- The MAV agrees to nominate a representative on the BESS Governance Board to remain on the board for the duration of this agreement.
- The MAV acknowledges that the BESS Governance Board is the decision-making body for the direction and management of BESS, under the direction of the CASBE Steering Committee.

8. 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 BESS Governance Board.

9. Operational Arrangements

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

A. 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 and ensure their needs are met.
- To co-ordinate the delivery of key projects and initiatives undertaken by CASBE, including advocacy and education initiatives.
- To develop and strengthen partnerships with local government, associated government agencies and other stakeholders.
- To monitor implementation of, and encourage consistent approaches to, SDAPP in local government.
- 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.

CASBE Officer remuneration will be reviewed from time to time as the need arises by the relevant MAV Manager in collaboration with the CASBE Remuneration Subcommittee. Refer to Appendix D for the CASBE Remuneration Subcommittee Terms of Reference which define the roles and responsibilities of this committee.

B. Council Membership and Subscription Contributions

CASBE membership

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

Level 1		
Income from rates is greater than \$50m		
2020/2021	2021/2022	2022/2023
\$7,000.00 +GST	\$8,000.00 + GST	\$8,000.00 + GST
Level 2		
Income from rates is between \$20 - \$50m		
2020/2021	2021/2022	2022/2023
\$3,250.00 +GST	\$4,000.00 + GST	\$4,000.00 + GST
Level 3		
Income from rates is less than \$20m		
2020/2021	2021/2022	2022/2023
\$600.00 +GST	\$800.00 + GST	\$800.00 + GST

A pro-rata membership option is available for a new council joining any time after 1st January of that financial year. These pro-rata fees are outlined below:

Pro-rata payments		
Level 1		
2020/2021	2021/2022	2022/2023
\$3,500.00 + GST	\$4,000.00 + GST	\$4,000.00 + GST
Level 2		
2020/2021	2021/2022	2022/2023
\$1,625.00 + GST	\$2,000.00 + GST	\$2,000.00 + GST
Level 3		
2020/2021	2021/2022	2022/2023
\$300.00 + GST	\$400.00 + GST	\$400.00 + GST

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.

BESS subscription

Level 1		
Income from rates is greater than \$50m		
2020/2021	2021/2022	2022/2023
\$9,000.00 +GST	\$10,000.00 + GST	\$10,000.00 + GST
Level 2		
Income from rates is between \$20 - \$50m		
2020/2021	2021/2022	2022/2023
\$4,500.00 +GST	\$5,000.00 + GST	\$5,000.00 + GST
Level 3		
Income from rates is less than \$20m		
2020/2021	2021/2022	2022/2023
\$1,000.00 +GST	\$1,000.00 + GST	\$1,000.00 + GST
Gold Subscriber		
Open to any council. A Gold Supporter subscribing council can 'sponsor' a Level 3 member council to access BESS for the same period of time as the subscribing council.		
2020/2021	2021/2022	2022/2023
\$10,000.00 +GST	\$11,000.00 + GST	\$11,000.00 + GST

A pro-rata subscription option is available for a new council subscribing any time after 1st January of that financial year. These pro-rata fees are outlined below:

Pro-rata payments		
Level 1		
2020/2021	2021/2022	2022/2023
\$4,500.00 + GST	\$5,000.00 + GST	\$5,000.00 + GST
Level 2		
2020/2021	2021/2022	2022/2023
\$2,250.00 + GST	\$2,500.00 + GST	\$2,500.00 + GST
Level 3		
2020/2021	2021/2022	2022/2023
\$500.00 + GST	\$500.00 + GST	\$500.00 + GST
Gold Subscriber		
Open to any council. A Gold Supporter subscribing council can 'sponsor' a Level 3 member council to access BESS for the same period of time as the subscribing council.		
2020/2021	2021/2022	2022/2023
\$5,000.00 +GST	\$5,500.00 + GST	\$5,500.00 + GST

Note:

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 subject to approval of the MAV board based on the advice of the CASBE Executive Officer.

C CASBE funding and budget arrangements

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

A draft annual financial year budget is developed by the CASBE Executive Officer in October of the previous year and adopted by the CASBE Steering Committee. 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 (sick leave, annual leave, 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).
- Hosting, maintenance and upgrade costs of the Built Environment Sustainability Scorecard (BESS). The maximum amount for these costs is limited by CASBE's capacity to pay (which may include external grants).
- Other items as determined by the CASBE Steering Committee.

D CASBE Steering Committee

The **CASBE Steering Committee** Terms of Reference define the roles and responsibilities of this committee. Refer to Appendix A for the **CASBE Steering Committee** Terms of Reference. It 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 the BESS Governance Board.

E BESS Governance Board

The **BESS Governance Board** Terms of Reference define the roles and responsibilities of this committee. Refer to Appendix B for the **BESS Governance Board** Terms of Reference. It includes the following:

- The BESS Governance Board members must be members of the CASBE Steering Committee.
- The BESS Governance Board will strategically plan and manage BESS as outlined in the BESS Governance Board Terms of Reference.
- Membership of the BESS Governance Board is outlined in the BESS Governance Board Terms of Reference.

- The BESS Governance Board will report back to the CASBE Steering Committee at each Steering Committee meeting.
- The BESS Governance Board is supported by the BESS Working Group. The BESS Working Group Terms of Reference define the roles and responsibilities of this committee. Refer to Appendix C for the BESS Governance Board Terms of Reference.

10. Achievement of Policy Objectives

In participating in the work of CASBE, Council seeks to contribute to the achievement of CASBE's Vision and Purpose as outlined in the 2018-2020 CASBE Strategic Plan:

Vision: *"A sustainable and sustaining built environment in Victoria".*

Purpose: *"We inspire and enable broad scale positive change to Victoria's built environment through collaborative local government led action."*

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

11. Public & 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.

12. 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.

13. 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.

14. Dispute Resolution

The parties agree 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 two 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 two 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.

15. Termination of MoU

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 twenty-one days' notice, and

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 its 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.

16. 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.

17. Signatory

.....
Chief Executive Officer (or delegate)

.....
KERRY THOMPSON
Chief Executive Officer
Municipal Association of Victoria

DATE:

DATE:

APPENDIX A

CASBE Steering Committee Terms of Reference 2020 - 2023

*Revision: **

Date: Feb 2020

Purpose

To actively lead Victoria towards a sustainable built environment.

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 the Built Environment Sustainability Scorecard (BESS) through the BESS Governance Board.
- 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.
- 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. Expenditure on financial variations made by Out-of-Session decisions must be reported to the next Steering Committee meeting.
- 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 located at the MAV 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 2020-2023 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 Work Plan at every meeting.
- CASBE Executive Officer to prepare an Annual Outcomes Report at the end of each financial year.

APPENDIX B

Built Environment Sustainability Scorecard (BESS) Governance Board

Terms of Reference 2020-2023

Revision: *

Date: Feb 2020

Purpose

To provide a forum for the governance of the Built Environment Sustainability Scorecard (BESS), including the funding and decision-making framework that supports the ongoing use, enhancement and maintenance of BESS by CASBE financial members and the MAV.

Role of board

- To provide a decision-making forum for all aspects of BESS, including but not limited to:
 - Defining, reviewing and guiding the strategic direction of BESS.
 - Developing a model for setting, reviewing and updating sustainability performance objectives and standards. This model will address any future relationships with State and Local planning provisions;
 - Developing a model for resourcing, scheduling and implementing enhancements (upgrades); and
 - Developing a model for resourcing and implementing regular ongoing maintenance needs.
- The BESS Governance Board will oversee a technical support process which will identify responsibilities on a rotating basis.
- The BESS Governance Board will communicate on an agreed social media platform.
- The BESS Governance Board will establish the scorecard's finance strategy, prepare the annual budget and prepare submissions regarding expenditure on BESS, to present to the CASBE Steering Committee.
- The BESS Governance Board will oversee the BESS Working Group, BESS Technical Reference Panel and other BESS stakeholder groups.
- Members of the Board must comply with MAV's policies, including Conflict of Interest Policy.
Note: Where members of the Governance Board are in a private capacity concurrently involved in preparing BESS reports for the development industry for the purposes of a planning permit submission, they are considered to have a perceived conflict of interest. This perceived conflict of interest is not considered to be able to be managed and therefore precludes that member from participating on the board.

Membership

- The BESS Governance Board is to be a subset of the CASBE Steering Committee.
- Members of the Governance Board are to be subscribers to the BESS tool.
- Members are to be nominated and elected on an annual basis, in October, or on an as needs basis for the following financial year period. Current members can renominate. Members can leave and join at any time of the year.
- Membership of the BESS Governance Board will comprise of at least 4 and up to 8 councils and the MAV.
- Membership of the BESS Governance Board will include the council members of the BESS Working Group.
- The BESS Governance Board is to include members with expertise in governance, communications and business development.
- Each council and the MAV will have one vote of equal weighting.
- A member may designate another member to cast their vote by proxy.

- The BESS Governance Board is to include a MAV representative for the duration of this agreement (ie 2020-2023).
- To achieve quorum, at least 50% of member organisations are to be present.
- The BESS Governance Board is to include the BESS Manager and CASBE Executive Officer as representatives of the MAV.
- *Note: It is estimated that participation in the BESS Governance Board will require an equivalent commitment of up to one day every six weeks.*

Meeting Frequency and Location

- The BESS Governance Board will meet every 6 weeks.
- 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 located at the MAV or other locations as agreed by members.
- Participants other than members may be invited to attend the meetings as the need arises.

Review

- The Governance Board will review its progress annually.
- There is no pre-determined sunset for this board.
- The BESS Governance Board will cease to exist if and when CASBE chooses to dissolve.
- This Terms of Reference is to be reviewed on an as needs basis and at the end of the 2020-2023 CASBE MoU period.

Secretariat and Chair

- The BESS Governance Board will be convened by the BESS Manager through the MAV until such time as the alliance is dissolved.
- Agendas and meeting notes will be provided through the BESS Manager.
- Meetings will be chaired by the BESS Manager.

Media and communications

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

Reporting

- The BESS Governance Board will report back to the CASBE Steering Committee at each Steering Committee meeting.

APPENDIX C

Built Environment Sustainability Scorecard (BESS) Working Group

Terms of Reference 2020-2023

Revision: *

Date: Feb 2020

Purpose

To provide a forum for the implementation of the Built Environment Sustainability Scorecard (BESS), including supporting the ongoing use and organising the enhancement and maintenance of BESS.

Role of Working Group

- To provide recommendations to the BESS Governance Board and implement all aspects of BESS, including but not limited to:
 - Defining, reviewing and guiding the strategic direction of BESS.
 - Implementing a model for setting, reviewing and updating sustainability performance objectives and standards. This model will address any future relationships with State and Local planning provisions;
 - Identifying, scheduling and implementing enhancements (upgrades); and
 - Developing a model for resourcing and implementing regular ongoing maintenance needs.
- The BESS Working Group will communicate on an agreed social media platform.
- The BESS Working Group will provide recommendations to the BESS Governance Board on the scorecard's finance strategy, annual budget and submissions regarding expenditure on BESS for presenting to the CASBE Steering Committee.
- Members of the Working Group must comply with MAV's policies, including Conflict of Interest Policy. *Note: Where members of the Working Group are in a private capacity concurrently involved in preparing BESS reports for the development industry for the purposes of a planning permit submission, they are considered to have a perceived conflict of interest. This perceived conflict of interest is not considered to be able to be managed and therefore precludes that member from participating on the board.*

Membership

- The BESS Working Group is to be a subset of the BESS Governance Board.
- Members of the Working Group are to be subscribers to the BESS tool.
- Members are to be nominated and elected on an annual basis, in October, for the following financial year period. Current members can renominate. Members can leave and join at any time of the year.
- Membership of the BESS Working Group will comprise of at least 4 and up to 8 councils and the BESS Manager representing the MAV. Each member will have one vote of equal weighting.
- A member may designate another member to cast their vote by proxy.
- The BESS Working Group is to include a MAV representative for the duration of this agreement (ie 2020-2023).
- *Note: It is estimated that participation in the BESS Working Group will require an equivalent commitment of up to one day per fortnight.*

Meeting Frequency and Location

- The BESS Working Group Board will meet on an agreed scheduled basis.
- To achieve quorum, at least 50% of members are to be present.
- Special meetings for particular purposes may be convened from time to time.
- Meetings will be located at the MAV or other locations as agreed by members.

- Participants other than members may be invited to attend the meetings as the need arises.

Review

- The Working Group will review its progress annually.
- There is no pre-determined sunset for this group.
- The BESS Working Group will cease to exist if and when CASBE chooses to dissolve.
- This Terms of Reference is to be reviewed on an as needs basis and at the end of the 2020-2023 CASBE MoU period.

Secretariat and Chair

- The BESS Working Group will be convened by the BESS Manager through the MAV until such time as the alliance is dissolved.
- Agendas and meeting notes will be provided through the BESS Manager.
- Meetings will be chaired by the BESS Manager.

Media and communications

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

Reporting

- The BESS Working Group will report back to the BESS Governance Board at each BESS Governance Board meeting.

APPENDIX D

CASBE Remuneration subcommittee Terms of Reference 2020-2023

*Revision: **

Date: Feb 2020

Background

In July 2018, in order to streamline decisions regarding CASBE officer remuneration, the CASBE Steering Committee agreed to establish a Remuneration subcommittee. It was agreed that limitations be placed on the subcommittee's decision-making to enable the broader steering committee to participate in decisions that involved significant changes to an officer's salary.

Purpose

To work directly with the relevant Municipal Association of Victoria (MAV) manager to approve or otherwise determine changes to CASBE officer salary levels.

Membership

The CASBE remuneration subcommittee comprises representatives of four CASBE member councils. Members are to be nominated and elected by the CASBE Steering Committee (SC) on an annual basis or when there is a requirement to review a CASBE officers salary level.

Process and scope

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 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 increased, remuneration discussions will occur.

The CASBE remuneration 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 his or her 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

Subcommittee approval is not required for any annual CPI increase provided to all MAV staff. The subcommittee 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

Reporting

The subcommittee 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. Employment costs will continue to be itemised in the CASBE budget.