

SOUTHERN
MIDLANDS
COUNCIL



ATTACHMENTS

ORDINARY COUNCIL MEETING

Wednesday, 26th May 2021
Oatlands Municipal Office, 71 High Street, Oatlands
10.00 a.m.

Item 4.1	Draft Council Meeting Minutes (Open) – 28 th April 2021
Item 12.1.1	Grant Deed – VRUP 2020-2021

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ORDINARY COUNCIL MEETING

Wednesday, 28th April 2021
10.00 a.m.

Campania Hall
Reeve Street, Campana

INDEX

1. PRAYERS	4
2. ATTENDANCE	4
3. APOLOGIES	4
4. MINUTES	4
4.1 Ordinary Council meeting.....	4
4.2 Special Committees of Council Minutes	5
4.2.1 Special Committees of Council - Receipt of Minutes.....	5
4.2.2 Special Committees of Council - Endorsement of Recommendations	6
4.3 Joint Authorities (Established Under Division 4 Of The Local Government Act 1993)...	7
4.3.1 Joint authorities - Receipt of Minutes.....	7
4.3.2 Joint Authorities - Receipt of Reports (Annual & Quarterly)	7
5. NOTIFICATION OF COUNCIL WORKSHOPS	8
6. COUNCILLORS – QUESTION TIME	8
6.1 Questions (On Notice).....	8
6.2 Questions Without Notice.....	9
7. DECLARATIONS OF PECUNIARY INTEREST	12
8. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA	12
18.1 Woodsdale Cemetery (2003 Woodsdale Road, Woodsdale PID 5840316)	13
18.2 Kempton Community Health Centre – Tasmania Police	14
9. PUBLIC QUESTION TIME (SCHEDULED FOR 10.30 A.M.)	15
9.2 Permission to Address Council	15
10. MOTIONS OF WHICH NOTICE HAS BEEN GIVEN UNDER REGULATION 16 (5) OF THE LOCAL GOVERNMENT (MEETING PROCEDURES) REGULATIONS 2015	15
11. COUNCIL ACTING AS A PLANNING AUTHORITY PURSUANT TO THE LAND USE PLANNING AND APPROVALS ACT 1993 AND COUNCIL’S STATUTORY LAND USE PLANNING SCHEME	16
11.1 DEVELOPMENT APPLICATIONS	16
11.1.1 Development Application (DA2020/164) for Distillery Structures & Works at 99 High Street, Oatlands owned by Lake Frederick Inn Pty Ltd	16
11.2 SUBDIVISIONS.....	20
11.3 MUNICIPAL SEAL (PLANNING AUTHORITY)	20
11.4 PLANNING (OTHER).....	20
11.4.1 Amendment to Southern Tasmanian Regional Land Use Strategy.....	20
12. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE) ..	21
12.1 ROADS	21
12.2 BRIDGES	21
12.3 WALKWAYS, CYCLE WAYS AND TRAILS.....	21
12.4 LIGHTING.....	21
12.5 BUILDINGS.....	21
12.6 SEWERS / WATER	22
12.6.1 TasWater Corporate Plan FY 2022-2026	22
12.7 DRAINAGE	22
12.8 WASTE.....	22
12.9 INFORMATION, COMMUNICATION TECHNOLOGY	22
12.10 OFFICER REPORTS – INFRASTRUCTURE & WORKS.....	23
12.10.1 Manager – Infrastructure & Works Report.....	23
13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)	26
13.1 RESIDENTIAL	26
13.2 TOURISM.....	26
13.3 BUSINESS.....	26
13.4 INDUSTRY.....	26

14.	OPERATIONAL MATTERS ARISING (STRATEGIC THEME –LANDSCAPES).....	27
14.1	HERITAGE	27
14.1.1	<i>Heritage Project Program Report</i>	<i>Error! Bookmark not defined.</i>
14.1.2	<i>Review of Heritage Collections Policy</i>	27
14.1.3	<i>Review of Artist in Residence Policy</i>	28
14.2	NATURAL.....	29
14.2.1	<i>NRM Unit – General Report.....</i>	29
14.3	CULTURAL.....	29
14.4	REGULATORY (DEVELOPMENT).....	29
14.5	REGULATORY (PUBLIC HEALTH)	29
14.6.2	<i>2021/22 Animal Management Fees (including dog registration)</i>	30
14.7	ENVIRONMENTAL SUSTAINABILITY.....	30
15.	OPERATIONAL MATTERS ARISING (STRATEGIC THEME – COMMUNITY)	30
15.1	COMMUNITY HEALTH AND WELLBEING	30
15.2	RECREATION	30
15.3	ACCESS	30
15.4	VOLUNTEERS.....	31
15.5	FAMILIES	31
15.6	EDUCATION	31
15.7	CAPACITY & SUSTAINABILITY.....	31
15.7.1	<i>Proposed Master Plan Campania Bushland Reserve</i>	31
15.8	SAFETY	32
15.9	CONSULTATION & COMMUNICATION.....	32
16.	OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION).....	33
16.1	IMPROVEMENT	33
16.1.1	<i>Donations & Community Support Policy.....</i>	33
16.1.2	<i>Procedures – Public Interest Disclosures Act 2000.....</i>	33
16.2	SUSTAINABILITY	34
16.2.1	<i>Tabling of Documents.....</i>	34
16.2.2	<i>Elected Member Statements</i>	34
16.2.3	<i>Local Government Shared Services – Quarterly Update – Information Only.....</i>	35
16.2.4	<i>SMC External Grant Projects – Quarterly Update</i>	35
16.3	FINANCES.....	36
16.3.1	<i>Monthly Financial Statement (period ending 31 MARCH 2021).....</i>	36
16.3.2	<i>Monthly Oatlands Aquatic Centre Capital Expenditure Report (period ending 31 March 2021) 36</i>	
17.	MUNICIPAL SEAL	37
18.	CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA.....	37
19.	BUSINESS IN “CLOSED SESSION”	39
19.1	<i>Closed Council Minutes - Confirmation.....</i>	39
19.2	<i>Applications for Leave of Absence.....</i>	39
19.3	<i>Tender – Design & Reconstruction of the Woodsdale Road Bridge, over the Nutting Garden Rivulet, Bridge B4084 at Woodsdale</i>	40
20.	CLOSURE	41



OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL
HELD ON WEDNESDAY, 28th APRIL 2021 AT THE CAMPANIA HALL, CAMPANIA
COMMENCING AT 10:04 A.M.

1. PRAYERS

Rev Dennis Cousens recited prayers.

2. ATTENDANCE

Mayor AO Green, Deputy Mayor E Batt, Clr A Bantick, Clr A Bisdee OAM, Clr K Dudgeon, Clr D Fish, Clr R McDougall

Mr T Kirkwood (General Manager), Mr A Benson (Deputy General Manager), Mrs W Young (Manager Community & Corporate Development), Ms G Smith (Administrative Officer/Development & Environmental Services), Mr D Richardson (Manager, Infrastructure & Works), Mr J Lyall (Project Manager), Mr D Cundall (Manager Development & Environmental Services), Mrs J Crosswell (Executive Assistant).

3. APOLOGIES

Nil.

4. MINUTES

4.1 Ordinary Council meeting

DECISION

Moved by Clr D Fish, seconded by Clr A Bisdee OAM

THAT the Minutes (Open Council Minutes) of the previous meeting of Council held on the 24th March 2021, as circulated, be confirmed.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

4.2 Special Committees of Council Minutes

4.2.1 Special Committees of Council - Receipt of Minutes

The Minutes of the following Special Committee of Council, as circulated, are submitted for receipt:

- Lake Dulverton & Callington Park Management Committee – Monday 19th April 2021
- Kempton Streetscape Committee – Monday 19th April 2021

RECOMMENDATION

THAT the minutes of the above special committees of Council be received.

DECISION

Moved by Cllr R McDougall, seconded by Cllr K Dudgeon

THAT the minutes of the above special committees of Council be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

4.2.2 Special Committees of Council - Endorsement of Recommendations

- Lake Dulverton & Callington Park Management Committee – Monday 19th April 2021
- Kempton Streetscape Committee – 19th April 2021

RECOMMENDATION

THAT the recommendations contained within the minutes of the above Special Committees of Council be endorsed.

DECISION

Moved by Cllr D Fish, seconded by Cllr A Bisdee OAM

THAT the recommendations contained within the minutes of the above special committees of Council be endorsed.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

4.3 Joint Authorities (Established Under Division 4 Of The Local Government Act 1993)

4.3.1 Joint authorities - Receipt of Minutes

The Minutes of the following Joint Authority Meetings, as circulated, are submitted for receipt:

- Southern Tasmanian Councils Authority – Meeting held 22nd February 2021

RECOMMENDATION

THAT the minutes of the above Joint Authority be received.

DECISION

Moved by Clr K Dudgeon, seconded by Clr A Bisdee OAM

THAT the minutes of the above Joint Authority be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

4.3.2 Joint Authorities - Receipt of Reports (Annual & Quarterly)

Reports prepared by the following Joint Authorities, as circulated, are submitted for receipt:

- Nil

DECISION NOT REQUIRED

5. NOTIFICATION OF COUNCIL WORKSHOPS

DECISION

Moved by Deputy Mayor E Batt, seconded by Cllr R McDougall

THAT the information be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

6. COUNCILLORS – QUESTION TIME

6.1 Questions (On Notice)

Regulation 30 of the *Local Government (Meeting Procedures) Regulations 2015* relates to Questions on notice. It states:

- (1) *A councillor, at least 7 days before an ordinary council meeting or a council committee meeting, may give written notice to the general manager of a question in respect of which the councillor seeks an answer at that meeting.*
- (2) *An answer to a question on notice must be in writing.*

Nil.

6.2 Questions Without Notice

Section 29 of the *Local Government (Meeting Procedures) Regulations 2015* relates to Questions without notice.

It states:

“29. Questions without notice

(1) A councillor at a meeting may ask a question without notice –

- (a) of the chairperson; or
- (b) through the chairperson, of –
 - (i) another councillor; or
 - (ii) the general manager.

(2) In putting a question without notice at a meeting, a councillor must not –

- (a) offer an argument or opinion; or
- (b) draw any inferences or make any imputations – except so far as may be necessary to explain the question.

(3) The chairperson of a meeting must not permit any debate of a question without notice or its answer.

(4) The chairperson, councillor or general manager who is asked a question without notice at a meeting may decline to answer the question.

(5) The chairperson of a meeting may refuse to accept a question without notice if it does not relate to the activities of the council.

(6) Questions without notice, and any answers to those questions, are not required to be recorded in the minutes of the meeting.

(7) The chairperson of a meeting may require a councillor to put a question without notice in writing.

An opportunity is provided for Councillors to ask questions relating to Council business, previous Agenda items or issues of a general nature.

Deputy Mayor E Batt – questioned the removal of the dead Tree opposite the Kempton Post Office.

The General Manager advised that it has been suggested that the tree be removed due to the limited parking in this location.

Resolved that the tree be removed and pavement reinstated.

Deputy Mayor E Batt – Requested an update on the Bagdad Community Centre and questioned whether it will be discussed for this year's budget.

The General Manager advised that an allocation will be included in the draft Budget which relates to assisting the Community Club prepare a 'precinct development' plan for the property. This proposal as raised at the time that Council was considering a request for funding for expansion of the Child Care Centre.

The proposal to prepare a 'precinct development' plan has the support of the Management Committee. It is intended to engage a suitably qualified person to facilitate consultative sessions with the community and the individual working groups.

Clr K Dudgeon – Requested an update on Tunbridge Bridge.

David Cundall responded that, as part of the development approval process, Council sent a request for additional information (i.e. Heritage related planning documents) in December 2020. To date a response has not been received and planning assessment is on hold.

Clr K Dudgeon – Requested an update on the parking outside Oatlands Commonwealth Bank.

Deputy General Manager responded with information that the sign is done and ready to be installed. David Richardson to follow up.

Clr A Bantick – Requested an update on Levendale School.

Deputy General Manager advised that there have been discussions with Kerry Vincent and Janice McConnon. There is an interested party keen to make use of the venue but there is currently no advice as to what it will be used for. Wendy Young and Andrew Benson to meet with interested party.

It was suggested that we discuss the school's use with Community Development Officers in neighbouring areas to maximise benefits of the site. Could potentially be used as a training facility for cooking, catering etc.

Clr A Bantick – Raised the issue of the Bagdad School Carpark.

Deputy General Manager advised this is about to go to tender. Tender process was due to go ahead September 2020 but was delayed due to owner and occupier disagreement. Deputy GM will contact the Asset Manager at the Department of Education for an update.

Clr R McDougall – Requested an update on repair works at Tunbridge Community Hall after damage from car accident.

General Manager responded that a funding agreement has yet to be received – likely delayed due to the current elections. Funding has however been confirmed but it is not known whether this will be directed to Council or direct to the Community Hall.

Clr R McDougall – Requested an update on new public toilets on Kempton roadside stopover.

General Manager advised that a sign has been ordered and should be ready for installation this week.

Clr A Bisdee OAM – Raised the issue of the Mahers Point Recreation area and asked whether we can do anything with the site.

General Manager indicated that the landscape plan will be reviewed to determine options for improvement.

DECISION

Moved by Clr D Fish, seconded by Clr A Bisdee OAM

THAT the meeting be adjourned for morning tea at 11.06 a.m.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

DECISION

Moved by Deputy Mayor E Batt, seconded by Clr K Dudgeon

THAT the meeting reconvene at 11.26 a.m.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

7. DECLARATIONS OF PECUNIARY INTEREST

Nil.

8. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

In accordance with the requirements of Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2015*, the Council, by absolute majority may decide at an ordinary meeting to deal with a matter that is not on the agenda if the General Manager has reported –

- (a) the reason it was not possible to include the matter on the agenda; and
- (b) that the matter is urgent; and
- (c) that advice has been provided under section 65 of the Act.

1. Woodsdale Cemetery – (2003 Woodsdale Road, Woodsdale PID 5840316)
2. Kempton Community Health Centre – Temporary use by Tasmania Police

RECOMMENDATION

THAT the Council resolve by absolute majority to deal with any supplementary items not appearing on the agenda, as reported by the General Manager in accordance with the provisions of the *Local Government (Meeting Procedures) Regulations 2015*.

DECISION

Moved by Clr A Bisdee, seconded by Clr K Dudgeon

THAT the Council resolve by absolute majority to deal with any supplementary items not appearing on the agenda, as reported by the General Manager in accordance, with the provisions of the *Local Government (Meeting Procedures) Regulations 2015*.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

DECISION

The meeting resolved to immediately consider the above Supplementary Items.

18.1 Woodsdale Cemetery (2003 Woodsdale Road, Woodsdale PID 5840316)

DECISION

Moved by Cllr K Dudgeon, seconded by Deputy Mayor E Batt

- a) The information be received;
- b) Council acknowledge, and agree on the need to comply with Division 4 of Part 4 of the *Burial and Cremations Act 2019* in order to advance the transfer of ownership of the property
- c) It be Council's position that all costs associated with the process to be undertaken by the 'person selling the cemetery' be borne by the Crown;
- d) Council confirm its intention to become the appointed cemetery manager going forward; and
- e) Council advises that it does not have any evidence or documentation relating to the appointment of the current cemetery manager, but would assume that the Levensdale and Woodsdale History Rooms Inc. would be viewed as such.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

18.2 Kempton Community Health Centre – Tasmania Police

DECISION

Moved by Deputy Mayor E Batt, seconded by Clr A Bisdee

THAT:

- a) Initially, it would be Council's preference to identify an alternative premises;
- b) However, should this not be possible, then a further understanding of the planned use would assist Council to give more detailed consideration of this proposal.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

9. PUBLIC QUESTION TIME (SCHEDULED FOR 10.30 A.M.)

There were no members of the public in attendance.

9.2 Permission to Address Council

Permission has been granted for the following person(s) to address Council:

- Anthony McConnon – Southern Central Subregion Workforce Development Project
Deputy General Manager, Andrew Benson, as Project Manager of the Workforce Development Project, provided an introduction to the project, which is a collaboration between Southern Midlands Council, Central Highlands Council, Derwent Valley Council and Brighton Council. Anthony undertook the presentation.

A copy of Mr McConnon's presentation is included as an enclosure for information and noting.

10. MOTIONS OF WHICH NOTICE HAS BEEN GIVEN UNDER REGULATION 16 (5) OF THE LOCAL GOVERNMENT (MEETING PROCEDURES) REGULATIONS 2015

Nil.

11. COUNCIL ACTING AS A PLANNING AUTHORITY PURSUANT TO THE LAND USE PLANNING AND APPROVALS ACT 1993 AND COUNCIL'S STATUTORY LAND USE PLANNING SCHEME

Session of Council sitting as a Planning Authority pursuant to the Land Use Planning and Approvals Act 1993 and Council's statutory land use planning schemes.

11.1 Development Applications

11.1.1 Development Application (DA2020/164) for Distillery Structures & Works at 99 High Street, Oatlands owned by Lake Frederick Inn Pty Ltd

DECISION

Moved by Cllr D Fish, seconded by Deputy Mayor E Batt

THAT, in accordance with the provisions of the *Southern Midlands Interim Planning Scheme 2015* and section 57 of the *Land Use Planning & Approvals Act 1993*, Council APPROVE the Development Application (DA 2020/164) distillery structures & works at 99 High Street, Oatlands, owned by Lake Frederick Inn Pty Ltd and that a permit be issued with the following conditions:

CONDITIONS

- 1 The use or development must be carried out substantially in accordance with the application for planning approval, the endorsed drawings and with the conditions of this permit and must not be altered or extended without the further written approval of Council.
- 2 This permit shall not take effect and must not be acted on until 15 days after the date of receipt of this letter or the date of the last letter to any representor, whichever is later, in accordance with section 53 of the Land Use Planning and Approvals Act 1993

Hours of Operation

- 3 The hours of operation are to coincide with the approved hours of operation for the Whiskey Distillery as approved in the Planning Permit DA2018/90, as detailed below and must only operate between the following hours:

Monday to Saturday	6:00 a.m. to 10:00 p.m.
Sunday and State-wide public holidays	7:00 a.m. to 9:00 p.m.

Heritage

- 4 Demolition and any rebuilding works to existing drystone walls should be undertaken or supervised by a suitably qualified person(s) with specialist expertise in drystone walls. Competent and experienced drystone wall builders are encouraged to be engaged for such a task to ensure that the integrity of the drystone walls remain. Rebuilding shall be mean restoration or reconstruction as defined by the Burra Charter. The rebuilding of walls should follow the same construction and rock placement methodology of existing unaltered drystone walls on the site. Any excess

stones should be appropriately stored on site to be used for any future repair or restoration work.

- 5 In the event of the uncovering potentially significant archaeology, during the works, the developer must cease the activity immediately contact Council's Manager of Heritage Projects (Mr Brad Williams, 6254 5000) for further advice and procedure before works, related to the particular site, can continue. Any subsequent documentation and management of archaeology must be to the satisfaction of the Manager of Heritage Projects.

Environment

- 6 Noise emissions from the use of development must be managed to the degree necessary to ensure that an environmental nuisance is not caused

Landscaping

- 7 Prior to building approval being issued by Council, a landscape plan is to be submitted by a suitably qualified and experienced person, to the satisfaction of the Manager of Development and Environmental Services. The focus of this landscaping plan is to provide suitable landscape screening and visual softening of the development that is driven by the heritage values of the site and surrounding area. This landscape plan must detail appropriate visual screening of the development from the neighbouring residential properties, the Esplanade and include screening of the proposed Structures. Planting must provide a visual softening of the development from the Esplanade by using a mix of species (deciduous and evergreen) appropriate for the heritage values of the site and also available planting conditions. This landscape plan must also provide details of:

- i) Plant numbers and species (common and botanical names) to be used;
- ii) Details of all proposed hard or paved surfacing, clearly demonstrating that the selected materials, colours and finishes are appropriate for the heritage values of the site and surrounding heritage precinct;
- iii) Details of colours, materials and finishes for any retaining walls or screens on site, clearly demonstrating that those selected are appropriate for the heritage values of the site and surrounding heritage precinct;
- iv) Details of proposed mulching, staking and watering systems;
- v) Details of proposed maintenance of landscaping to ensure its longevity and also appropriate replanting and replacement in the event of plants failing;
- vi) Timeframes for undertaking landscaping works in conjunction with the proposed development. All proposed landscaping should be completed within 12 months of the occupation of the proposed development.

- 8 The landscaping works must be completed in accordance with the endorsed landscape plan and to the satisfaction of Council's Development Assessment Committee within three (3) months of the first use of the development. All landscaping must continue to be maintained to the satisfaction of Council.

Services

- 9 The developer must pay the cost of any alterations and/or reinstatement to existing services, Council infrastructure or private property incurred as a result of the development. Any work required is to be specified or undertaken by the authority concerned.

Protection of Water Quality

- 10 Before any work commences a soil and water management plan (SWMP) prepared in accordance with the guidelines *Soil and Water Management on Building and Construction Sites*, by the Derwent Estuary Programme and NRM South, must be approved by Council's Development and Environmental Services before development of the land commences (refer to advice below). The SWMP shall form part of this permit when approved.
- 11 Before any work commences install temporary run-off, erosion and sediment controls in accordance with the recommendations of the approved SWMP and maintain these controls at full operational capacity until the land is effectively rehabilitated and stabilised after completion of the development in accordance with the guidelines *Soil and Water Management on Building and Construction Sites*, by the Derwent Estuary Programme and NRM South and to the satisfaction of Council's Development and Environmental Services.

Construction of Amenity

- 12 The development must only be carried out between the following hours unless otherwise approved by the Council's Manager of Development and Environmental Services:

Monday to Friday	7:00 a.m. to 6:00 p.m
Saturday	8:00 a.m. to 6:00 p.m
Sunday and State wide public holidays	10:00 a.m. to 6:00 p.m

- 13 All works associated with the development of the land shall be carried out in such a manner so as not to unreasonably cause injury to, or prejudice or affect the amenity, function and safety of any adjoining or adjacent land, and of any person therein or in the vicinity thereof, by reason of:
- a) Emission of noise, artificial light, vibration, odour, fumes, smoke, vapour, steam, ash, dust, waste water, waste products, grit or otherwise
 - b) The transportation of materials, goods and commodities to and from the land.
 - c) Obstruction of any public footway or highway.
 - d) Appearance of any building, works or materials.
 - e) Any accumulation of vegetation, building debris or other unwanted material must be disposed of by removal from the site in an approved manner. No burning of such materials on site will be permitted unless approved in writing by the Council's Manager of Development and Environmental Services.
- 14 Public roadways or footpaths must not be used for the storage of any construction materials or wastes, for the loading/unloading of any vehicle or equipment; or for the carrying out of any work, process or tasks associated with the project during the construction period.

- 15 The developer must make good and/or clean any footpath, road surface or other element damaged or soiled by the development to the satisfaction of the Council's Manger of Works and Technical Services.

The following advice applies to this permit:

- A Planning Permit does not imply that any other approval required under any other legislation has been granted.
- B This Planning Permit is in addition to the requirements of the Building Act 2016. Approval in accordance with the Building Act 2016 is required to be obtained prior to construction.
- C A separate permit is required for any signs, including any commercial signage or branding associated with any structures or equipment, unless otherwise exempt under Council's planning scheme.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

11.2 Subdivisions

Nil.

11.3 Municipal Seal (Planning Authority)

Nil.

11.4 Planning (Other)**11.4.1 Amendment to Southern Tasmanian Regional Land Use Strategy****DECISION***Moved by Deputy Mayor E Batt, seconded by Clr A Bisdee OAM***THAT**

- A Council Supports** he request to extend the Southern Tasmanian Regional Land Use Strategy's Urban Growth Boundary to include the portion of the land at 69 Brighton Road, Brighton.
- B Council is concerned** that continued ad hoc expansion of the urban growth boundary at the fringes has potential to prejudice the implementation of established settlement strategies and accordingly requests for an urgent review of the Regional Strategy.
- C That the details and conclusions** included in the Associated Report be recorded as the reasons for Council's decision in respect of this matter.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

**[THIS CONCLUDES THE SESSION OF COUNCIL
ACTING AS A PLANNING AUTHORITY]**

12. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE)

12.1 Roads

Strategic Plan Reference 1.1

Maintenance and improvement of the standard and safety of roads in the municipal area.

Nil.

12.2 Bridges

Strategic Plan Reference 1.2

Maintenance and improvement of the standard and safety of bridges in the municipality.

Nil.

12.3 Walkways, Cycle ways and Trails

Strategic Plan Reference 1.3

Maintenance and improvement of the standard and safety of walkways, cycle ways and pedestrian areas to provide consistent accessibility.

Nil.

12.4 Lighting

Strategic Plan Reference 1.4

Ensure adequate lighting based on demonstrated need / Contestability of energy supply.

Nil.

12.5 Buildings

Strategic Plan Reference 1.5

Maintenance and improvement of the standard and safety of public buildings in the municipality.

Nil.

12.6 Sewers / Water**Strategic Plan Reference(s) 1.6**

Increase the capacity of access to reticulated sewerage services / Increase the capacity and ability to access water to satisfy development and Community to have access to reticulated water.

12.6.1 TasWater Corporate Plan FY 2022-2026**DECISION**

Moved by Clr A Bisdee OAM, seconded by Clr R McDougall

THAT Council receive the draft TasWater Corporate Plan FY 2022-26 noting that no issues were identified for the purpose of providing feedback to TasWater.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

12.7 Drainage**Strategic Plan Reference 1.7**

Maintenance and improvement of the town storm-water drainage systems.

Nil.

12.8 Waste**Strategic Plan Reference 1.8**

Maintenance and improvement of the provision of waste management services to the Community.

Nil.

12.9 Information, Communication Technology**Strategic Plan Reference 1.9**

Improve access to modern communications infrastructure.

Nil.

The General Manager left the meeting at 12.24pm

12.10 Officer Reports – Infrastructure & Works

12.10.1 Manager – Infrastructure & Works Report

Author: MANAGER INFRASTRUCTURE & WORKS (JACK LYALL & DAVID RICHARDSON)

Date: 21 APRIL 2021

Roads Program

One grader has been working on Rhyndaston Road and is heading to Lovely Banks and then on to Kempton roads as required. The other grader is preparing York Plains Road for dust suppressant seal and general grading maintenance in that area with an aim to then attend Stonehenge Road.

The restabilisation program is almost completed. The only outstanding road to be sealed is Rhyndaston Road through the township (weather permitting).

The 2021 Road Reseal Program is almost complete with Woodsdale and Rhyndaston roads still to be sealed. It is anticipated they will be completed in the coming weeks (weather permitting).

The footpath at East Bagdad Road is due to be poured on 22nd April.

Kempton Hall

Kerb works have been completed with correctional overlay to be applied to the road sections. Pavers are being laid at present.

Campania Bush Reserve

Gravel installation adjacent to path to allow emergency vehicles is being installed this week.

Waste Management Program

Ongoing safety improvements are being completed as a result of risk assessments that have been undertaken. Further works are required over the coming period.

Capital Works Projects Report

Councillors were provided with their quarterly project report in the form of four A3 pages showing the completion as well as WiP of all Capital Works projects. Councillors had not questions in relation to the Capital Works Projects Report.

QUESTIONS WITHOUT NOTICE TO MANAGER, INFRASTRUCTURE & WORKS

Deputy Mayor E Batt - a marked crossing for Kempton Primary School children at the junction of Old Hunting Ground Road and Main Street, Kempton.

To be inspected during Bus Tour scheduled for 10th May 2021.

Mayor A Green – Campania Waste Transfer Station – investigate suitable surveillance options for the site, including signage.

Clr A Bisdee – Pelham Road – commented on the number of potholes appearing on the road.

The Manager Infrastructure & Works advised that the road is now a logging route which has drastically increased the amount of trucks using the road which is causing pot holes.

Clr D Fish – Inglewood road – large pot hole reported in the vicinity of the rail viaduct.

Clr D Fish - Bagdad Community Club – Road was damaged from flooding. Asked if the drain could be deepened along Hall Lane, Bagdad.

Andrew Benson advised that an inspection has been undertaken and a broader assessment has been carried out in a catchment analysis. Negotiations are ongoing with the Department of State Growth, recognising that the waterway on the eastern side of the Midland Highway is the Department's responsibility to maintain.

Andrew Benson to follow up with the Department of State Growth (DSG) in respect of the status of the assessment which was due to be completed at the end of March 2021 by DSG.

Clr A Bantick – commended employees at the Dysart Waste Transfer Station for the standard of presentation at the site.

Clr K Dudgeon – Roberts Road, Mangalore – requested update.

Mr Lyall advised that the box culverts are ready for instalment – week commencing 3rd May 2021.

Clr K Dudgeon – Woodsdale Road – above Prosser River Bridge – questioned why it wasn't sealed.

Advised that there is a small section of road that requires isolated pavement repairs prior to resealing.

RECOMMENDATION

THAT the Infrastructure & Works Report be received and the information noted.

DECISION

Moved by Clr McDougall, seconded by Clr K Dudgeon

THAT the Infrastructure & Works Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)

13.1 Residential

Strategic Plan Reference 2.1

Increase the resident, rate-paying population in the municipality.

Nil.

13.2 Tourism

Strategic Plan Reference 2.2

Increase the number of tourists visiting and spending money in the municipality.

Nil.

13.3 Business

Strategic Plan Reference 2.3

Increase the number and diversity of businesses in the Southern Midlands / Increase employment within the municipality / Increase Council revenue to facilitate business and development activities (social enterprise).

Nil.

13.4 Industry

Strategic Plan Reference 2.4

Retain and enhance the development of the rural sector as a key economic driver in the Southern Midlands / Increase access to irrigation water within the municipality.

Nil.

14. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – LANDSCAPES)

14.1 Heritage

Strategic Plan Reference – Page 22

- 3.1.1 Maintenance and restoration of significant public heritage assets.
- 3.1.2 Act as an advocate for heritage and provide support to heritage property owners.
- 3.1.3 Investigate document, understand and promote the heritage values of the Southern Midlands.

DECISION

Moved by Cllr K Dudgeon, seconded by Cllr R McDougall

THAT the Heritage Projects Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

14.1.2 Review of Heritage Collections Policy

DECISION

Moved by Deputy Mayor E Batt, seconded by Cllr R McDougall

THAT the Heritage Collections Policy be endorsed.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

14.1.3 Review of Artist in Residence Policy

DECISION

Moved by Cllr K Dudgeon, seconded by Cllr A Bisdee OAM

THAT Council endorse the Artist in Residence Policy and review the policy in December 2022.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

14.2 Natural**Strategic Plan Reference – page 23/24**

- 3.2.1 Identify and protect areas that are of high conservation value.
3.2.2 Encourage the adoption of best practice land care techniques.

14.2.1 NRM Unit – General Report**DECISION**

Moved by Clr D Fish, seconded by Clr A Bisdee OAM

THAT the Landcare Unit Report be received and the information be noted

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

14.3 Cultural**Strategic Plan Reference 3.3**

Ensure that the cultural diversity of the Southern Midlands is maximised.

Nil.

14.4 Regulatory (Development)**Strategic Plan Reference 3.4**

A regulatory environment that is supportive of and enables appropriate development.

Nil.

14.5 Regulatory (Public Health)**Strategic Plan Reference 3.5**

Monitor and maintain a safe and healthy public environment.

Nil.

14.6.2 2021/22 Animal Management Fees (including dog registration)

DECISION

Moved by Deputy Mayor E Batt, seconded by Cllr R McDougall

THAT Council adopt the Animal Management Fees documented in the Report, for the 2021/2022 period.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

14.7 Environmental Sustainability

Strategic Plan Reference 3.7

Implement strategies to address the issue of environmental sustainability in relation to its impact on Councils corporate functions and on the Community.

Nil.

15. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – COMMUNITY)

15.1 Community Health and Wellbeing

Strategic Plan Reference 4.1

Support and improve the independence, health and wellbeing of the Community.

Nil.

15.2 Recreation

Strategic Plan Reference 4.2

Provide a range of recreational activities and services that meet the reasonable needs of the community.

Nil.

15.3 Access

Strategic Plan Reference 4.3

Continue to explore transport options for the Southern Midlands community / Continue to meet the requirements of the Disability Discrimination Act.

Nil.

15.4 Volunteers

Strategic Plan Reference 4.4
Encourage community members to volunteer.

Nil.

15.5 Families

Strategic Plan Reference 4.5
Ensure that appropriate childcare services as well as other family related services are facilitated within the community / Increase the retention of young people in the municipality / Improve the ability of seniors to stay in their communities.

Nil.

15.6 Education

Strategic Plan Reference 4.6
Increase the educational and employment opportunities available within the Southern Midlands

Nil.

15.7 Capacity & Sustainability

Strategic Plan Reference 4.7
Build, maintain and strengthen the capacity of the community to help itself whilst embracing social inclusion to achieve sustainability.

15.7.1 Proposed Master Plan Campania Bushland Reserve

DECISION

Moved by Cllr R McDougall, seconded by Cllr K Dudgeon

THAT Council:

- A. Endorse the draft Master Plan for the Campania Bushland Reserve to go to Community Consultation on Wednesday 12th May 2021 from 2.00pm to 7.00pm at the Campania War Memorial Hall; and**
- B. Council be provided with a report to in relation to the Consultation process along with the Community input at the May Council meeting.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

15.8 Safety

Strategic Plan Reference 4.8

Increase the level of safety of the community and those visiting or passing through the municipality.

Nil.

15.9 Consultation & Communication

Strategic Plan Reference 4.8

Improve the effectiveness of consultation & communication with the community.

Nil.

16. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)**16.1 Improvement****Strategic Plan Reference 5.1**

Improve the level of responsiveness to Community & Developer needs / Improve communication within Council / Improve the accuracy, comprehensiveness and user friendliness of the Council asset management system / Increase the effectiveness, efficiency and use-ability of Council ICT systems / maintain the Business Process Improvement & Continuous Improvement framework

16.1.1 Donations & Community Support Policy**DECISION**

Moved by Deputy Mayor E Batt, seconded by Clr K Dudgeon

THAT Council:

- 1. Receive and note the report; and**
- 2. Consider the draft Donations & Community Support Policy for adoption at May 2021 Council meeting.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

16.1.2 Procedures – Public Interest Disclosures Act 2000**DECISION**

Moved by Clr A Bisdee OAM, seconded by Clr D Fish

THAT Council adopt the ‘Procedures – Public Interest Disclosures Act 2002’.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

16.2 Sustainability

Strategic Plan Reference 5.2

Retain corporate and operational knowledge within Council / Provide a safe and healthy working environment / Ensure that staff and elected members have the training and skills they need to undertake their roles / Increase the cost effectiveness of Council operations through resource sharing with other organisations / Continue to manage and improve the level of statutory compliance of Council operations / Ensure that suitably qualified and sufficient staff are available to meet the Communities need / Work co-operatively with State and Regional organisations / Minimise Councils exposure to risk / Ensure that exceptional customer service continues to be a hallmark of Southern Midlands Council

16.2.1 Tabling of Documents

Nil.

16.2.2 Elected Member Statements

An opportunity is provided for elected members to brief fellow Councillors on issues not requiring a decision.

Deputy Mayor E Batt

The Deputy Mayor informed Council that the Labor Party, if elected, has committed the following funding to projects within the Southern Midlands Council area:

- Campania Cemetery Development - \$75,000
- Kempton Off Leash Dog Park - \$25,000
- Bagdad Footpath (north of Community Club) - \$50,000
- Development of 'Precinct Pan' for the Bagdad Community Club - \$25,000

Clr K Dudgeon

Double glazing work of the windows has begun at the Oatlands Bargain Centre. Very happy with results so far.

Informed Council that she had received a phone call from a Sydney investor who is looking to purchase a block of land in Oatlands. They would be looking at potentially building 10-12 units for rental/sale.

Mayor A Green

Additional funds have been released for the State Government Housing Program. Centacare have been in contact with council and Mayor Green is meeting with Ben Wilson from Wilson Homes to see how Council can assist with the project.

16.2.3 Local Government Shared Services – Quarterly Update – Information Only**DECISION**

Moved by Deputy Mayor E Batt, seconded by Clr K Dudgeon

THAT the Local Government Shared Services Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

16.2.4 SMC External Grant Projects – Quarterly Update**DECISION**

Moved by Clr A Bisdee OAM, seconded by Clr R McDougall

THAT Council receive and note the report.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

16.3 Finances**Strategic Plan Reference 5.3**

Community's finances will be managed responsibly to enhance the wellbeing of residents / Council will maintain community wealth to ensure that the wealth enjoyed by today's generation may also be enjoyed by tomorrow's generation / Council's financial position will be robust enough to recover from unanticipated events, and absorb the volatility inherent in revenues and expenses.

16.3.1 Monthly Financial Statement (period ending 31 MARCH 2021)**DECISION**

Moved by Clr A Bisdee OAM, seconded by Clr K Dudgeon

THAT the Financial Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

16.3.2 Monthly Oatlands Aquatic Centre Capital Expenditure Report (period ending 31 March 2021)**DECISION**

Moved by Clr A Bisdee OAM, seconded by Clr K Dudgeon

THAT the Financial Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

17. MUNICIPAL SEAL

Nil.

18. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

Council considered the supplementary items (accepted onto the Agenda) earlier in the meeting.

DECISION

Moved by Clr K Dudgeon, seconded by Clr A Bisdee OAM

THAT in accordance with Regulation 15 of the Local Government (Meeting Procedures) Regulations 2015, the following items are to be dealt with in Closed Session.

Matter	Local Government (Meeting Procedures) Regulations 2015 Reference
<i>Closed Council Minutes - Confirmation</i>	15(2)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Tender – Woodsdale Road Bridge</i>	15(2)(a)

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

RECOMMENDATION

THAT in accordance with Regulation 15(2) of the Local Government (Meeting Procedures) Regulations 2015, Council move into Closed Session and the meeting be closed to members of the public.

DECISION

Moved by Clr A Bsdee OAM, seconded by Clr R McDougall

THAT in accordance with Regulation 15(2) of the *Local Government (Meeting Procedures) Regulations 2015*, Council move into Closed Session and the meeting be closed to members of the public.

CARRIED

DECISION (MUST BE BY ABSOLUTE MAJORITY)		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr D F Fish	✓	
Clr K Dudgeon	✓	
Clr R McDougall	✓	

CLOSED COUNCIL MINUTES

19. BUSINESS IN “CLOSED SESSION”

19.1 Closed Council Minutes - Confirmation

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15 (2) of the Local Government (Meeting Procedures) Regulations 2015.

19.2 Applications for Leave of Absence

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15 (2) (h) of the Local Government (Meeting Procedures) Regulations 2015.

19.3 Tender – Design & Reconstruction of the Woodsdale Road Bridge, over the Nutting Garden Rivulet, Bridge B4084 at Woodsdale**DECISION***Moved by Clr A Bisdee OAM, seconded by Clr D Fish***THAT Council:**

- 1. Receive and not the report**
- 2. Endorse the processes undertaken;**
- 3. Accept the Tender received from TasSpan Pty Ltd for the sum of \$136,966.00 excl. GST; and**
- 4. Sign and seal the Formal Instrument of Agreement with TasSpan Pty Ltd for the contractual requirements detailed in the Request For Tender 01/2021 and provided in their Tender submission, for the total sum of \$136,966.00 excl. GST; and**
- 5. Release this Report and the associated decision for inclusion within the Public Minutes of the meeting.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

RECOMMENDATION**THAT Council move out of “Closed Session”.****DECISION***Moved by Clr R McDougall, seconded by Clr K Dudgeon***THAT Council move out of “Closed Session”.****CARRIED**

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

OPEN COUNCIL MINUTES

20. CLOSURE

The meeting closed at 1.26 p.m



Grant deed

VULNERABLE ROAD USER PROGRAM 2020-2021
COUNCIL ROAD

The Crown in Right of Tasmania
(represented by the Department of State Growth)
(Grantor)

and

Southern Midlands Council
(Recipient)

OCS NS PRECEDENTS
Grant Docs-Grant deed (short form) template-3-2014
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: State Growth
Contact officer: Emily Morrison
Telephone: (03) 6166 4901
Email: Emily.Morrison@stategrowth.tas.gov.au

Doc Ref: VRUP-2021-3-019

Contents

1	Definitions and interpretation	2
1.1	Definitions	2
1.2	Interpretation	6
1.3	Headings	7
1.4	No rule of construction applies to disadvantage party	7
1.5	Information Table	7
2	Grant	8
2.1	Agreement to provide Grant	8
2.2	Acknowledgments	8
3	Payment of Grant to Recipient	8
3.1	Method of Grant payment	8
3.2	Conditions affecting Grant payment	8
4	Application of Grant and related matters	8
4.1	Application of Grant for Approved Purpose	8
4.2	Commencement of Approved Purpose	9
4.3	Completion of Approved Purpose	9
4.4	Compliance with Law	9
4.5	Financial records	9
4.6	Notice by Recipient of adverse matters	9
5	Publicity concerning Grant and Approved Purpose	9
6	Repayment of Grant by Recipient	9
6.1	Repayment obligation	9
7	Review, monitoring, audit, reports and related matters	9
7.1	Review, monitoring or audit of Relevant Matters	9
7.2	Reporting	9
8	Representations and warranties	10
8.1	Warranties	10
8.2	No reliance by the Recipient	10
9	Default Events and termination	10
9.1	Default Events	10
9.2	Termination - Default Events	10
10	Special terms and conditions	10
11	GST	10
12	Notices	10
12.1	Notice requirements	10
12.2	Method and address for delivery	10
12.3	Time of receipt	10

13	Miscellaneous	10
13.1	Governing law	13
13.2	Dispute jurisdiction	14
13.3	Entire agreement clause	14
13.4	Liability	14
13.5	Benefit	14
13.6	Severance	14
13.7	Counterparts	14
13.8	Further assurance	14
13.9	No partnership or agency	14
13.10	Legal costs	15
13.11	Amendment	15
13.12	Waiver	15
13.13	Successors and assigns	15
13.14	Rights cumulative	15
13.15	Set-off	15
13.16	No assignment	15
13.17	Disclosure	15
13.18	Determination	16
13.19	Consent and approvals	16
13.20	Doctrine of merger	16
13.21	No interference with executive duties or powers	16
13.22	Surviving provisions and termination	16

Grant deed

Details and recitals

Date:

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of State Growth)
Short form name	Grantor
Notice details	C/- Department of State Growth, GPO Box 536 Hobart TAS 7001 Email: craig.hoey@stategrowth.tas.gov.au Attention: Craig Hoey, Manager Road Safety – Road User Services

Name	Southern Midlands Council
ACN/ARBN/ABN	68 653 459 589
Short form name	Recipient
Notice details	71 High Street Oatlands TAS 7120 Email: abenson@southernmidlands.tas.gov.au Attention: Andrew Benson

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To construct a footpath, kerb and channel, boxing out shoulders and resheeting of pavement on Reeve Street at the intersection of Native Corners Road and Climie Street in Campania, all in accordance with the Application.	
Item 2 (clause 2.1):	Grant Amount
\$200,000 (Two Hundred Thousand Dollars) (excluding GST), is payable in accordance with Item 3.	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant amount will be paid upon execution of this Deed. The Grant will be paid by electronic funds transfer (EFT) into the Recipient's nominated bank account.	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
Not Applicable.	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
As soon as practical after the date of this deed.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
30 June 2021.	
Item 7 (clause 7.2):	Reporting requirements
(a) Final Report and Acquittal: a report due no later than 20 business days of the date for completion of the Approved Purpose, including: <ul style="list-style-type: none">• a final report that details completion of the Approved Purpose; and• an income and expenditure statement for the grant deed funds.	
(b) Any other reporting as requested by the Grantor within 20 business days.	
Each financial statement and report must be in a form and substance satisfactory to the Grantor.	
Item 8 (clause 10):	Special terms and conditions
The Recipient agrees: <ul style="list-style-type: none">(a) to complete the Approved Purpose by the Date for completion of the Approved Purpose. If the Recipient is unable to complete the Approved Purpose by the Date for completion of the Approved Purpose, the Recipient must make an application to the Grantor requesting an extension of time. The application must be in writing and detail the reasons why an extension	

to the Date for completion of the Approved Purpose is being sought and provide any further or supplementary information as the Grantor may reasonably request in relation to the Recipient's application.

- (b) to be responsible for the ongoing maintenance of the Approved Purpose pursuant to any Law including, but not limited to, those contained in the *Roads and Jetties Act 1935* (Tas).
- (c) that if the Recipient desires a Significant Change to the Approved Purpose then it must first make a written application to the Grantor. The application must include detailed revised plans and a schedule of work. The Recipient must obtain the written approval of the Grantor before undertaking the Significant Change to the Approved Purpose.
- (d) that in the event the Recipient requires additional funds from the Grantor in order to complete the Approved Purpose the Recipient must make a written application to the Grantor prior to undertaking or continuing the Approved Purpose, noting that nothing in this clause requires or obligates the Grantor to provide any additional funds other than the Grant or otherwise derogates from the operation of clause 2.2.
- (e) to submit to the Grantor any application for changes to the scope of the Approved Purpose, application for cost increases, application for timeline adjustments, submission of milestone and final reports (if requested by the Grantor), and submission of interim and final invoices in accordance with clause 12.
- (f) that without limiting the operation of any other provision in this Deed, the Recipient must ensure that all the Approved Purpose are carried out in accordance with any and all relevant work, health and safety Laws and any requirements imposed by any relevant Government Body.
- (g) to obtain, at its own cost, any and all necessary approvals from any relevant Government Body required to undertake the Approved Purpose including those relating to environmental, cultural, flora, fauna, and heritage matters.
- (h) to ensure that the design of the Approved Purpose is in accordance with the relevant Austroads' - Guide to Road Design.
- (i) to ensure that the design and installation of the Approved Purpose is in accordance with any applicable Australian Standard.
- (j) to participate in any funding evaluation that may be undertaken by the Grantor.
- (k) to ensure that signage (where practical to the nature of the works), indicates the source of funding in accordance with Australian Government guidelines. Signage will be funded by the Department of State Growth.
- (l) that in the event the full Grant amount is not required, the Recipient agrees to return all unspent funds to the Grantor.

GLOSSARY

“Acquittal” means the accurate reporting on the funded expenditure at the completion of the Approved Purpose.

“Application” means the Recipient's Application and designs as approved by the Grantor.

“Australian Standards” means a standard published by Standards Australia Limited.

“Austroads” means the peak organisation representing Australian and New Zealand road authorities.

“Final Report” means a report provided by the Recipient to the Grantor detailing completion of the Approved Purpose.

“Government Body” means any body politic, any government (federal, state, or local), or any governmental, administrative, or judicial body, department, authority, commission, tribunal, delegate, instrumentality, or agency.

“Significant Change” means a material change to any of the scope, program, or cost of the Approved Purpose from that approved by the Grantor, including the use of different infrastructure treatments from those detailed in the Application

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (a) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (h) the singular includes the plural and vice versa;
- (i) words importing a gender include all genders;
- (j) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (k) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (l) a reference to a group of persons includes a reference to any one or more of those persons;
- (m) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (n) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (o) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (p) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (q) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (r) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (s) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (t) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (u) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (v) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (w) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (x) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (y) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (z) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (aa) An Item that has not been completed will be taken to be 'not applicable'.
- (bb) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (cc) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (dd) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (ee) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (ff) (**Conditions precedent**): If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (gg) (**Default Events**): The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (hh) (**Requirement for tax invoice**): If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (ii) The Recipient must only use the Grant to undertake the Approved Purpose.
- (jj) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (kk) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (ll) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (mm) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (nn) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (oo) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (pp) any breach of this Deed by the Recipient; or
- (qq) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (rr) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (ss) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (tt) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (v) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (vi) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (vii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (uu) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (vv) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (ww) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (xx) **(Failure to remedy breach):** If:
 - (viii) the Recipient breaches any of its obligations under this Deed;
 - (ix) the breach is capable of being remedied; and
 - (x) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (yy) **(Repudiation):** If the Recipient repudiates this Deed.
- (zz) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (xi) dies;
 - (xii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (xiii) ceases to be of full legal capacity.
- (aaa) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (xiv) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (xv) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (xvi) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (xvii) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (bbb) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (ccc) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (ddd) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (eee) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (fff) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (ggg) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (hhh) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (iii) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (jjj) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (kkk) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (lll) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (mmm) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (nnn) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
- (xviii) in legible writing in the English language;
 - (xix) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (xx) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (xxi) left or sent in accordance with clause 12.2.

- (ooo) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (ppp) A Notice sent by email is taken to have been signed by the sender.
- (qqq) A Notice must not be given orally.

12.2 Method and address for delivery

- (rrr) Subject to clause 12.2(b), a Notice must be:
 - (xxii) left at the intended recipient's address set out in the Details;
 - (xxiii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (xxiv) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (xxv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (sss) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (ttt) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (xxvi) if left at the intended recipient's address, at the time of delivery;
 - (xxvii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (xxviii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (xxix) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (uuu) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (vvv) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

(www) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.

(xxx) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

(yyy) continue to be enforceable; and

(zzz) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

(aaa) This Deed may be entered into in any number of counterparts.

(bbb) A party may execute this Deed by signing any counterpart.

(ccc) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

(ddd) Nothing contained or implied in this Deed will:

(xxx) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

(xxxi) create, or be taken to create, a partnership or joint venture; or

(xxxii) create, or be taken to create, an agency or trust.

(eeee) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

(ffff) A failure or delay in exercising a Right does not operate as a waiver of that Right.

(gggg) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.

(hhhh) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

(iiii) operates independently of any other Right of the Grantor provided for in this Deed; and

(jjjj) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

(kkkk) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.

(llll) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

(mmmm) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.

(nnnn) A request for consent or approval must be made in writing.

(oooo) A consent or approval for the purposes of this Deed is not effective unless given in writing.

(pppp) A consent or approval may be given subject to reasonable conditions.

(qqqq) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

(rrrr) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:

(xxxiii) that are expressed to survive the termination of this Deed;

(xxxiv) that, at Law, survive the termination of this Deed; or

(xxxv) that are necessary to survive the termination of this Deed:

(A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;

(B) to enable a party to make, enforce or defend any claims related to this Deed; or

(C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).

(ssss) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

(ttt) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature: →	<input type="text"/>		
	Being a person who has authority to sign this Deed on behalf of the Grantor		
*Print name and position:	<input type="text"/>	Witness' signature: →	<input type="text"/>
		*Witness print name and position:	Public Servant
*Use BLOCK LETTERS		*Witness print address:	4 Salamanca Place Hobart Tas 7000

Signing by the Recipient

The common seal of **Southern Midlands Council** has been hereunto affixed
this day of
pursuant to a resolution of Council delegating authority to the General
Manager to affix the Corporation's Seal:

	a)		
General Manager's signature: →	<input type="text"/>		
Print Name*	<input type="text"/>	Seal: →	<input type="text"/>

*Use BLOCK LETTERS