



ATTACHMENTS

ORDINARY COUNCIL MEETING

Kempton Municipal Offices, 85 Main Street, Kempton
Wednesday 28th September 2022
10.00 a.m.

Item 5.1	Draft Council Meeting Minutes (Open) – 24 th August 2022
Item 5.2.1	Attachment 1 – Chauncy Vale Management Committee Minutes – 22 nd August 2022 Attachment 2 – Woodsdale Community Memorial Hall AGM Minutes – 5 th September 2022 Attachment 3 – Oatlands Community Shed Minutes – 29 th August 2022 Attachment 4 – Facilities & Recreation Committee Minutes – 15 th September 2022 Attachment 5 – Lake Dulverton & Callington Park Management Committee Minutes – 19 th September 2022
Item 5.3.1	STCA Draft Minutes – 22 nd August 2022
Item 5.3.2	STCA Quarterly Report – September 2022
Item 12.2.1	Development Application Documents (SA2002/16) & Representation
Item 14.2.1	Attachment 1 - Partnership Agreement SMC – DST 2021/2022 Attachment 2 - Partnership Agreement SMC – DST 2022/2023 (draft)
Item 18.1	Grant Deed of Agreement – Premiers Fund for Children & Young People

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ORDINARY COUNCIL MEETING

Wednesday, 24th August 2022
10.00 a.m.

Oatlands Municipal Offices
71 High Street, Oatlands

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OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD
ON WEDNESDAY 24th AUGUST 2022 AT OATLANDS MUNICIPAL OFFICES
COMMENCING AT 10.01 A.M.

1. PRAYERS

Reverend Dennis Cousens recited prayers.

2. ACKNOWLEDGEMENT OF COUNTRY

Mayor A O Green recited acknowledgement of country.

3. ATTENDANCE

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

Mr T Kirkwood (General Manager), Mr D Richardson (Manager, Infrastructure & Works), Mrs W Young (Manager Community & Corporate Development), Mr A Briggs (Oatlands Aquatic Centre Coordinator), Miss S Smith (Pool Attendant / Fitness Instructor), Mrs J Tyson (Senior Planning Officer), Mrs A Burbury (Finance Officer), Mrs J Crosswell (Executive Officer).

4. APOLOGIES

Mr A Benson (Deputy General Manager).

5. MINUTES

5.1 Ordinary Council meeting

The Minutes (Open Council Minutes) of the previous meeting of Council held on the 27th July 2022, as circulated, are submitted for confirmation.

DECISION

Moved by Clr R McDougall, seconded by Clr K Dudgeon

THAT the Minutes (Open Council Minutes) of the previous meeting of Council held on the 27th July 2022, 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	✓	

5.2 Special Committees of Council Minutes

5.2.1 Special Committees of Council - Receipt of Minutes

Nil.

5.2.2 Special Committees of Council - Endorsement of Recommendations

Nil.

5.3 Joint Authorities (Established Under Division 4 of the *Local Government Act 1993*)

5.3.1 Joint Authorities - Receipt of Minutes

Nil.

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

Nil.

6. NOTIFICATION OF COUNCIL WORKSHOPS**DECISION**

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

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	✓	

7. COUNCILLORS – QUESTION TIME

7.1 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.

7.2 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.

Clr A Bantick – Has any correspondence been received regarding the disposal of the Levendale Community Centre (ex Primary School)?

General Manager confirmed that advice of Council’s decision has been provided to the State Government (Parks). The Department has advised that that the option for Council to dispose of the property (following boundary adjustment with the Levendale Community Hall) is not feasible, however a Licence arrangement (or similar) over the ‘tennis/netball court and playground area’ will be investigated.

Clr R McDougall – Oatlands Aquatic Centre – Footpath (southern side of building) - queried the purpose of this pathway.

Further advice to be provided following confirmation of location etc.

Clr K Dudgeon – Have re received an engineer report on the Woodsdale Recreation Ground?

General Manager – The report has now been received and will be progressed.

Clr K Dudgeon – South Parade – upgrade and ‘one-way’ traffic.

It was confirmed that a budget allocation has been provided for the construction of a kerb/footpath in South Parade. Works will be commenced following completion of the major civil works associated with the Aquatic Centre. Council has previously determined that South Parade will not be changed to ‘one-way’ at this point of time but can be reviewed in the future if necessary.

Deputy Mayor E Batt - Kempton Council Chambers – Clock – acknowledged that the Clock is now operational.

Deputy Mayor E Batt – Kempton Recreation Ground – Ground Lighting – Update

General Manager advised that an alternative quotation has been sought from an Electrician to undertake the works. This project will be progressed as a priority.

Deputy Mayor E Batt – Midland Highway / Mood Food – any update from the Department of State Growth?

General Manager informed Council that the latest communication relating to this issue was dated 13th July 2022 where it was advised that a report and briefing was being prepared for the Minister and that it was most likely that a response will be provided by the ITAS division as they are responsible for the Traffic Engineers – no further report since that date.

Deputy Mayor E Batt – Bagdad Community Club Precinct Master Plan – general update and discussion on the community consultation process to date. It was note that the period for feedback ends August 2022. Summary of feedback received will be prepared.

Deputy Mayor E Batt – October 2022 Local Government Elections – the Deputy Mayor sought confirmation that preparations were being made for any newly elected members to be provided with a current “Policy Manual” etc.

General Manager confirmed that similar to the 2018 Elections, all the required information will be provided as part of an Induction process.

Deputy Mayor E Batt – Enquired as to whether Council will provide an information session for potential elected members?

General Manager confirmed that an Information Session is to be held with details currently being finalised (i.e. date/location).

8. DECLARATIONS OF PECUNIARY INTEREST

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2015*, the chairman of a meeting is to request Councillors to indicate whether they have, or are likely to have, a pecuniary interest in any item on the Agenda.

Accordingly, Councillors are requested to advise of a pecuniary interest they may have in respect to any matter on the agenda, or any supplementary item to the agenda, which Council has resolved to deal with, in accordance with Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2015*.

Nil.

9. 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. Condolence motion for Mrs Patricia Rodgers. Patricia was a long serving member of the Chauncy Vale Reserve Management Committee.

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 D Fish, seconded by Clr R McDougall

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	✓	

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

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2015*, the agenda is to make provision for public question time.

In particular, Regulation 31 of the *Local Government (Meeting Procedures) Regulations 2015* states:

- (1) *Members of the public may give written notice to the General Manager 7 days before an ordinary meeting of Council of a question to be asked at the meeting.*
- (2) *The chairperson may –*
 - (a) *address questions on notice submitted by members of the public; and*
 - (b) *invite any member of the public present at an ordinary meeting to ask questions relating to the activities of the Council.*
- (3) *The chairperson at an ordinary meeting of a council must ensure that, if required, at least 15 minutes of that meeting is made available for questions by members of the public.*
- (4) *A question by any member of the public under this regulation and an answer to that question are not to be debated.*
- (5) *The chairperson may –*
 - (a) *refuse to accept a question; or*
 - (b) *require a question to be put on notice and in writing to be answered at a later meeting.*
- (6) *If the chairperson refuses to accept a question, the chairperson is to give reasons for doing so.*

Councillors are advised that, at the time of issuing the Agenda, four (4) questions have been received from Julia Jabour – Southern Midlands Regional News.

1. Is there a plan to revegetate and make good the Maher's Point area where the pine trees were removed? If so, what timeframe is Council working to for this work to be completed?

This question will need to be referred to the Lake Dulverton and Callington Park Management Committee for response.

2. There is a significant amount of 'hooning' going on at the Maher's Point hill just beyond where the trees were removed. Is Council able to install a 'NO VEHICLES BEYOND THIS POINT' sign on the track leading to the top of the hill? I was under the impression the track was not actually a road.

As an immediate response, it is suggested that there would be no issues with the erection of such a Sign. The exact location will be referred to the Lake Dulverton and Callington Park Management Committee for advice, together with a request to consider whether there are any other measures that can be taken to address this issue.

3. Can Council inform the public about invoking the penalty clause for non-performance for the delay in completion of the Aquatic Centre, and how much compensation Council might be owed?

It is confirmed that penalties and compensation will be payable by VOS Construction for non-compliance and failure to meet the Practical Completion Date (as amended the project construction phase based on approved variations). In terms of the amount of compensation, this is 'commercial-in-confident' and an amount yet to be finalised, however it will reflect direct costs (and loss of revenue) borne by Council associated with the delay.

4. SMRN would like to publicise which of the current Councillors are standing for re-election? Are the Councillors prepared to state whether they are or are not standing again?

Submitted for individual Councillor response.

- Mayor A O Mayor – Following 16 years of service has decided to leave local government. Would like to thank everyone for their support over the years and believes our community is very fortunate to have such a dedicated council.
- Deputy Mayor E Batt – seeking re-election as a Council and standing for the position of Mayor.
- Clr A Bantick – not seeking re-election
- Clr A Bisdee OAM – will be seeking re-election
- Clr K Dudgeon - seeking re-election as a Councillor and considering standing for the position of Deputy Mayor
- Clr D Fish – will be seeking re-election
- Clr R MCDougall – seeking re-election as a Councillor and considering standing for the position of Deputy Mayor

Julia Jabour – Southern Midlands Regional News

Is the pool opening date confirmed?

General Manager – Unable to confirm an exact date but the works program is still scheduling mid-late September 2022.

10.1 Permission to Address Council

Pat Birchall and Nan Bray, representing the Oatlands Community Association, have sought permission to address Council to provide an end of year report on the Association's activities.

Mary-Ann Orchard, as the representative of the Oatlands Community Hub, will also attend to provide a brief presentation as part of the address.

Pat Birchall – Oatlands Community Association

I am President of the Oatlands Community Association.

First I would like to thank the council staff for the assistance we receive. Also the monetary help as well.

Since becoming President and with Nan Brays assistance we have been able to work on making the Oatlands Community Association a true community association.

The art group, the meals Tuesday evening and the sewing group on Wednesday. Tressa Lodge from the Community Health Centre is working with us to assist older residents. Covid-19 stopped our casual rentals but the rentals are picking up again the two permanent rentals are the Southern Midland Regional News and the Bargain Centre. As a long term Bargain Centre volunteer I am well aware of the communities needs

Mary-Ann Orchard – Oatlands Community Hub

I work for Hobart City Mission and my role as Community Development Officer is funded by them and partly by Salvo's Community for Children program.

HCM was the first City Mission in Australia and is the third oldest Mission in the world, and we are about to celebrate our 170th birthday this year. Our main business is to assist community by providing emotion, physical and financial support and guidance.

Our vision is 'creating compassionate, resilient and connected local communities.

One of our values is innovation. We seek to find solutions where none seem to exist, to assist those in need.

It was these two statements in mind that the board decided to pilot a program in the Oatlands area, due to the small number of services available.

The Oatlands Community Hub started here in January this year and is housed in the Commissariat building, thank you to Council for this privilege. I spent the first couple of months having conversations with community members and leaders along with other services with operate locally, trying to find the gaps in services, build partnerships and map the community need. We are very mindful that to be an effective service it must listen to and be driven by the community.

These conversations have brought about services such as:

- *The Mill Patch (run by volunteers for provision of ER vegetables);*
- *Let's Go Shopping (monthly bus trips to Hobart to enable locals to shop for items no longer available in Oatlands);*
- *Digital Drop In Sessions (fortnightly provided by Bridgewater Library);*
- *Legal Information session (thank you to Clr Batt);*
- *COTA peer pressure education sessions (monthly).*

The core of HCM service has always been Emergency Relief provision. Which helps ppeople by providing food packs, food vouchers, and other support. The aim is to identify the underlying causes of hardship and homelessness to break the cycle.

One of my initial conversations was with Nan and Pat from OCA and we were all excited to learn that we were on the same page regarding ER provision. We now partner together to deliver a greater range of ER, including fire wood, frozen meals, toiletries and clothing through the Bargain Centre.

More things happening on the horizon are:

- *Partnering with Reclink to provide exercise and sport options for the whole community;*
- *Partnering with Community Radio 97.1 to bring Bingo to Oatlands;*
- *After school activities targeting children ages 8-13 in need of pastoral care.*

My role is not to do everything for the community but to build on resources, make connections, empowering locals and develop sustainable programs/services.

DECISION*Moved by Clr D Fish, seconded by Clr K Dudgeon***THAT the meeting be adjourned for morning tea at 11.01 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 R McDougall***THAT the meeting reconvene at 11.22 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	✓	

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

Nil.

12. 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.

12.1 Development Applications

DECISION

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

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 application for a Level 2 Gravel Quarry defined as an Industry (Extractive) at 475 Sugarloaf road, Dysart and that a permit be issued with the following conditions:

Concordance with the application and permit conditions:

1. The use or development must be carried out substantially in accordance with the application for planning approval, the endorsed drawings and reports and with the conditions of this permit and must not be altered or extended without the further written approval of Council or, as necessary, the Environmental Protection Authority.
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, and it is clear that an appeal has not been lodged, in accordance with section 53 of the *Land Use Planning and Approvals Act 1993*.

Environmental Protection Authority – Conditions of Approval:

3. The person responsible for the activity must comply with the conditions contained in Schedule 2 of Permit Part B No.11112 dated 3 August 2022, which the Board of the Environmental Protection Authority (EPA) has required the planning authority to include in the permit, pursuant to section 25(5)(a)(i) of the *Environmental Management and Pollution Control Act 1994*.

Parking and Access:

4. The internal access road, parking and associated turning, loading and unloading areas servicing the development must be designed and constructed to the satisfaction of Council's Manager Infrastructure & Works and must include:
 - a. Adequate turning space on site to allow that vehicles enter and leave the site in a forward direction;
 - b. An all-weather pavement constructed and surfaced to the satisfaction of the Council's Manager Infrastructure & Works;
 - c. Passing bays: and
 - d. Stormwater drainage to the satisfaction of the Council's Manager Infrastructure & Works.
5. The internal driveway accessing the quarry is to be constructed and maintained to avoid erosion and sediment transfer or de-stabilisation of the soil on site, or on adjacent properties, to the standard required by Council's Manager Infrastructure & Works.

6. All areas set-aside for parking and associated turning, loading and unloading areas and access must be completed prior to cartage of any product extracted from the quarry and must continue to be maintained to the satisfaction of the Council’s General Manager.
7. The access must be located, designed and constructed in accordance with LGAT Standard Drawing TSD-R05-v1 “Truck Access to Rural Properties ‘Type A’” (including new culvert and headwalls).
8. Truck turning signs shall be installed on either side of the junction of Clifton Vale Road and Fosters Road with exact locations to be confirmed on-site with the Manager Infrastructure & Works.
9. Any damage to Council’s infrastructure, as a consequence of any of the works associated with this development, shall be repaired by the applicant / developer at the applicant / developer’s expense.

Existing services:

10. 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 works. Any works required impacting public infrastructure is to be specified or undertaken by the authority concerned.

The following advice applies to this permit:

- A. This Planning Permit does not imply that any other approval required under any other legislation has been granted.
- B. The developer is to contact the Council’s Manager Infrastructure & Works prior to any works commencing in Council’s road reserve and to arrange final approvals of the access works.
- C. If you notify Council that you intend to commence the use or development before the date specified above you forfeit your right of appeal in relation to this permit.

* Permit Part B, Permit Conditions – Environmental N0.11112, issued by the Board of the Environment Protection Authority are included in this Permit (Enclosure, Attachment 4 – EPA Permit of this 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	✓	

12.2 Subdivisions

Nil.

12.3 Municipal Seal (Planning Authority)

Nil.

12.4 Planning (Other)

Nil.

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

13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE)

13.1 Roads

Strategic Plan Reference 1.1

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

Nil.

13.2 Bridges

Strategic Plan Reference 1.2

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

Nil.

13.3 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.

13.4 Lighting

Strategic Plan Reference 1.4

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

Nil.

13.5 Buildings

Strategic Plan Reference 1.5

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

Nil.

13.6 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.

13.6.1 TasWater – Bagdad Sewerage Scheme Upgrade / Extension (Information Only)

DECISION

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

THAT the information be received and 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	✓	

13.7 Drainage

Strategic Plan Reference 1.7

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

Nil.

13.8 Waste

Strategic Plan Reference 1.8

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

Nil.

13.9 Information, Communication Technology

Strategic Plan Reference 1.9

Improve access to modern communications infrastructure.

Nil.

13.10 Officer Reports – Infrastructure & Works

13.10.1 Manager – Infrastructure & Works Report

QUESTIONS WITHOUT NOTICE TO MANAGER, INFRASTRUCTURE & WORKS

Clr R McDougall – Wildlife signs still to be installed at Eldon Road?

Manager Works and Infrastructure to address

Clr D Fish – corner of High and Stanley Streets, Oatlands – Water seepage (sandstone retaining wall)

Manager Works and Infrastructure to address.

Clr A E Bisdee OAM – East Bagdad Road - Large tree lodged against the bridge which may cause issues for the bridge. Are we able to remove tree?

Manager Works and Infrastructure - Yes we can undertake works in order to protect our infrastructure. Has informed the resident he will investigate onsite.

Clr K Dudgeon – Nala Road, Bridge – ‘pothole’ approach to Bridge.

Manager Works and Infrastructure to address.

Deputy Mayor E Batt - Dysart Drive drainage – roadside drainage system requires investigation and maintenance. Ely and Church Streets, Dysart – pavement damage to both sections of road. Evidence of a water leak – assumed responsibility of TasWater.

Manager Infrastructure and Works advised that the area will be inspected and program of works to be prepared, including a referral to TasWater.

Mayor A O Green – Enquired whether a representative from Tas Irrigation spoken to us regarding the new pipeline north of Campania. Tas Fire are keen to install a ‘filler-point’ on the Brown Mountain Road (adjacent to the Bridge).

Manager Infrastructure and Works - Has had previous discussions with the project manager so will make contact.

RECOMMENDATION

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

DECISION

Moved by Clr AE Bisdee OAM, seconded by Clr R Mc Dougall

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	✓	

14. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)

14.1 Residential

Strategic Plan Reference 2.1

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

Nil.

14.2 Tourism

Strategic Plan Reference 2.2

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

Nil.

14.3 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.

14.4 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.

15. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – LANDSCAPES)**15.1 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.

15.1.1 Heritage Project Program Report**DECISION**

Moved by Clr R McDougall, seconded by Clr K Dudgeon

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	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

15.2 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.

15.2.1 NRM Unit – General Report**DECISION**

Moved by Clr D Fish, seconded by Clr R McDougall

THAT the NRM Unit 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	✓	

15.3 Cultural

Strategic Plan Reference 3.3

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

Nil.

15.4 Regulatory (Development)

Strategic Plan Reference 3.4

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

Nil.

15.5 Regulatory (Public Health)

Strategic Plan Reference 3.5

Monitor and maintain a safe and healthy public environment.

Nil.

15.6 Regulatory (Animals)

Strategic Plan Reference 3.6

Create an environment where animals are treated with respect and do not create a nuisance for the community

15.6.1 Animal Management Report

THAT the Animal Management report be received and the information noted.

DECISION

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

THAT the Animal Management 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	✓	

15.7 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.

16. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – COMMUNITY)

16.1 Community Health and Wellbeing

Strategic Plan Reference 4.1

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

Nil.

16.2 Recreation**Strategic Plan Reference 4.2**

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

16.2.1 Schedule of Fees for the New Oatlands Aquatic (Fitness Centre)**DECISION**

Moved by Clr R McDougall, seconded by Clr K Dudgeon

THAT in accordance with section 205 of the *Local Government Act 1993 (Fees and Charges)*, Council adopt the recommended Fee Schedule for the Fitness Centre components.

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	✓	

16.2.2 Schedule of Fees for the New Oatlands Aquatic Centre (Learn To Swim Program)**DECISION**

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

THAT in accordance with section 205 of the *Local Government Act 1993 (Fees and Charges)*, Council adopt the recommended Fee Schedule for the Learn to Swim components.

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 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.

16.4 Volunteers

Strategic Plan Reference 4.4

Encourage community members to volunteer.

Nil.

16.5 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.

16.6 Education

Strategic Plan Reference 4.6

Increase the educational and employment opportunities available within the Southern Midlands

Nil.

16.7 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.

Nil.

16.8 Safety

Strategic Plan Reference 4.8

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

Nil.

16.9 Consultation & Communication

Strategic Plan Reference 4.8

Improve the effectiveness of consultation & communication with the community.

Nil.

17. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)**17.1 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

17.1.1 Policy – ‘Election Caretaker Period’ Policy**DECISION**

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

THAT Council receive and endorse the ‘Election Caretaker Period’ Policy (noting that it will come into effect from 3rd September 2022).

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	✓	

17.2 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

17.2.1 Tabling of Documents

Nil.

17.2.2 Elected Member Statements

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

Deputy Mayor E Batt / Cllr K Dudgeon – acknowledged the organisers (i.e. Committee/sub-groups and Council staff) of the highly successful ‘Heritage and Bullock Festival’, and in particular congratulated Brian Fish and (Dr) Ras Simpson. Thoroughly enjoyed by members of the public.

Deputy Mayor E Batt – foreshadowed a proposal to establish a ‘Junior Council’ – one responsibility being the management and oversight of the Skate Park at Kempton. Terms of Reference are being prepared with the aim of getting youth involved in civic affairs.

Deputy Mayor E Batt – Advised council that four young people (gymnasts) from within the Southern Midlands Council area would be competing on the Gold Coast in the near future. Asked about the availability of Council financial support to assist the participants. Written requests to be submitted by the participants which can then be considered by Council.

Cllr K Dudgeon – Informed Council that approx. 45 persons will be attending Agfest as part of a ‘Seniors activity’ which has been organised by Council officers.

Cllr K Dudgeon – ODFA Grand Final this Saturday 27th August 2022 between Campbell Town and Bothwell at Oatlands Recreation Ground.

Cllr R McDougall – Advised Council of upcoming tree planning at Tunnack - 10am on Tuesday 7th September 2022 as part of the streetscape program. Members of the public are invited to come along help out.

Cllr R McDougall – Chauncy Vale Management Committee meeting was held Monday 22nd August 2022. An Activity Day is planned for Sunday 25th September at 10 a.m. There will be activities for children (Discovery Ranger Program, Wombat Woodland Walk), and the Day Dawn Cottage Museum will be open for inspection. All welcome.

17.3 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.

**17.3.1 Monthly Financial Statement
(Period ending 31 July 2022)****DECISION**

Moved by Clr A E 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	✓	

**17.3.2 Monthly Oatlands Aquatic Centre Capital Expenditure Report
(Period ending 31 July 2022)****DECISION**

Moved by Clr A E 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	✓	

17.3.3 2021/2022 Southern Midlands Council – Complete set of financial Statements**DECISION***Moved by Deputy Mayor E Batt, seconded by Clr A E Bisdee OAM***THAT Council receive the following:**

- 1. Southern Midlands Council - Complete set of Financial Statements 2021/22;**
- 2. Heritage Building Solutions Pty Ltd – Financial Statements for Year Ended 30 June 2022;**
- 3. Heritage Education and Skills Centre Ltd - Financial Statements for Year Ended 30 June 2022**

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	✓	

18. MUNICIPAL SEAL

Nil.

19. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

1. Condolence motion for Mrs Patricia Rodgers. Patricia was a long serving member of the Chauncy Vale Reserve Management Committee.

DECISION

Moved by Clr D Fish, seconded by Clr R McDougall

THAT Council formally records its condolences following the passing of Mrs Patricia Rodgers. Mrs Rodgers was heavily involved with the Friends of Chauncy Vale from its beginning until the nineties. She was on the committee for many years and always helped at Chauncy Vale Sanctuary Open Days.

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

DECISION

Moved by Clr R McDougall, seconded by Clr A E 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.

CARRIED

Matter	<i>Local Government (Meeting Procedures) Regulations 2015 Reference</i>
<i>Closed Council Minutes - Confirmation</i>	15(2)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Bagdad Child Care Centre</i>	15(2)

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 R McDougall, seconded by Clr D Fish

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 K Dudgeon	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	

CLOSED COUNCIL MINUTES

20. BUSINESS IN “CLOSED SESSION”

20.1 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.

20.2 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.

20.3 Bagdad Child Care Centre – Expansion of Service (Council Funding)

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.

OPEN COUNCIL MINUTES

21. CLOSURE

The meeting closed at 1.10 p.m.

CHAUNCY VALE WILDLIFE SANCTUARY MANAGEMENT COMMITTEE
SOUTHERN MIDLANDS COUNCIL
MINUTES
OF GENERAL MEETING HELD ON MON 22ND AUGUST 2022
AT CHAUNCY VALE RESERVE

Present:

Councillor Tony Bantick	Chair
Councillor Rowena McDougall	Proxy Chair
Heather Chauncy	Chauncy Family
Tony James	BF&G
Graham Green	SMC
Jamie Ward	Community
Victoria Needham	Community
Laura Young	Caretaker

Apologies: Elise Jeffery, TLC; Oliver Lawler, P&WS; Ben Masterman, Chauncy Family

1. Minutes

The minutes of the previous meeting held on June 20th 2022 were accepted as a correct record: Moved – Jamie, seconded – Heather, carried

2. Matters arising from the minutes

There were no matters arising from the minutes

3. Correspondence

Christine Laurence – bringing to our attention the bird-generated mess at the BBQ – replied to.

Bridget White – PhD student requesting use of Chauncy Vale as a site for study of creek invertebrates – replied to giving permission.

4. Financial Report

The account balance as at 15/8/22 was \$58,491.21. This balance includes recently added operating allowance for 2022-23 of \$10,000 and specific funds requested for capital improvements to Day Dawn Cottage of \$12,000.

Approximately \$15,000 in budgeted funds remain to be spent on the Wombat Woodland Walk – an invoice for \$2500 recently submitted by Andrew Evans is not reflected in the current statement.

The financial statement for 15/8/22, and the Wombat Woodland Walk budget have been supplied in separate documents.

Financial report Moved – Tony J, seconded – Jamie carried

5. Wombat Woodland Walk Project update

The rope bridge has not yet been installed on the walk however the remaining components are completed and groups have started using the attraction – notably the childcare groups Bagdad Education & Care and Adventure Patch. Feedback from these groups has been very promising and it seems the attraction is fulfilling the intended objective of providing young children with a place to connect with the bush, to play in a bush setting, to learn and to have an adventure.

A web page specifically for the Wombat Woodland Walk has been set up on the Chauncy Vale web site.

It is hoped that the rope bridge will be set up by the end of the year.

6. Community Event Planning

The community event is scheduled for Sunday 25th September between 10 am and 2 pm

Components of the event will be:

- Discovery Ranger interactive display
- Welcome to country Aboriginal community
- Kara Spence – children's activity
- Bird interpretations walk with TLC and/or native flora ID walk with Graham
- Book sales stall
- Opening of Day Dawn Cottage for viewing
- Tasmanian Land Conservancy display
- Coffee van – to be confirmed

Promotion:

- Southern Midlands News article (submitted)
- Facebook pages: Southern Midlands, TLC
- Web site page (completed – now live)
- TLC networks
- ABC radio – Graham to enquire about setting up an interview with Heather Chauncy

Other items:

- Tony J to enquire about getting a coffee van.
- Most Committee members have expressed interest in being present on the day to help with Day Dawn, book sales, parking, set up etc.
- Graham to contact Peter Geard to arrange SES presence (done).
- Donation tin required for the day (done).

7. Tasmanian Land Conservancy Flat Rock Reserve update

No update was provided

8. Other business

Day Dawn Cottage

The budget request submitted to council for work on Day Dawn Cottage was accepted. This will enable the identified works in the buildings maintenance plan to be undertaken – that is: scrape back paintwork of the timber parts of the building and repaint; repair and repaint windows; screw down the roof; and install more gutter guard. Peter Young, painting contractor, will commence work in spring.

Heather expressed that she would like some UV filtering film placed over windows to minimize deterioration of furniture etc inside.

The picket fence delineating the garden has been completed.

Risdon peppermints have been planted along the track approaching Day Dawn. Each of the 12 plants is protected in a robust guard.

Road works

Both Tony James and the Works crew have undertaken work on the road through the reserve to improve drainage and the surface. More work is required and is an ongoing process, particularly to get the appropriate gravel to fill potholes.

Management plan

The Chauncy Vale & Flat Rock Reserve Revised Joint Management Plan has been endorsed by Council and uploaded to the web site.

Chauncy Vale entrance sign and gate

Tony B brought to our attention that the phone number on the entrance sign is out of date and should be removed.

Tony J offered to fix the front gate so that it swings better.

Goats

There was recent reference to a goat sighting in the walker registration book. It was agreed that we keep going with managing the situation through Bagdad Field and Game until April at the latest by which time we should engage some assistance from the TLC volunteer shooters.

User groups

There was some discussion regarding the diversity of user groups that are visiting Chauncy Vale. Rowena suggested that it would be good to inform Southern Midlands councillors of this on a regular basis as a reminder that council investment in the reserve has wide ranging community benefits.

9. Caretaker Report

The raven situation at the Caretaker house was discussed. In the short term a 'proowler owl' and bird scaring tape will be used as a way to hopefully scare away the ravens. So far they have persisted despite a few previous attempts to scare them away.

Failing that the next step will be to install window film and perhaps bistro blinds so the crows can't see their reflection any more. The Committee authorized resources to be spent on this, inclusive of a BBQ cover at the meeting room where the crows are also active.

Moved – Heather, seconded – Victoria carried

10. Next meeting To be confirmed

Woodsdale Community Memorial Hall

Est. 1905

Minutes

FOR

Annual General Meeting

On

Monday 5th September 2022

ATTENDANCE:

Executive committee:

President; Mrs. Kaye Rowlands.
Vice president; Mrs Ann Scott
Treasurer/Secretary; Ms Kate Bourne

General Committee members: Mr Leon Scott, Ms Alyson Scott, Mrs Marion Wiggins, Mrs Ann Wiggins, Mrs Allison Scott, Mrs Sally Stubs

Council representative: Councillor Mrs Karen Dudgeon

Opening/Welcome:

Mrs. Kaye Rowlands declared the meeting open at 7.45 pm

Moved by Mr Leon Scott and seconded by Ms Alyson Scott that the minutes of the last AGM held on Monday 6th September 2021 be accepted as read and confirmed as a true and faithful record.

Motion carried.

Auditors report.

Balance brought forward		\$ 10 545.00
Total receipts to 30 th June 2022	\$ 2573.20	\$ 13 118.20
Total payments to 30 th June 2022	\$ 3752.91	\$ 9 365.29
Represented by:		
Commonwealth Bank Account - 23 rd May 2022		\$ 9 335.29
Add outstanding deposit	\$ 30.00	
Balance to 30th June 2022		\$ 9 365.29

Moved by Ms Alyson Scott and **seconded by** Mrs Karen Dudgeon that the Auditors report be accepted as read.

Motion carried

Presidents Report:

Mrs Kaye Rowlands presented the President's report for 2022. (copy attached)

Moved by Ms Kate Bourne and **seconded by** Ms Alyson Scott that the Presidents report be received.

Motion carried.

The existing committee was dissolved, and all positions were declared vacant.

Councillor Mrs Karen Dudgeon thanked all the committee members on behalf of the Southern Midlands Council for their management of the hall and the excellent manner in which is kept.

Election of Office Bearers.

Moved by Mrs Ann Scott and **seconded by** Mrs Allison Scott that Mrs Kaye Rowlands be nominated for the position of **President:**

Mrs Kaye Rowlands accepted the nomination.

Elected unopposed.

Moved by Ms Alyson Scott and **seconded by** Mr Leon Scott that Mrs Ann Scott be nominated for the position of **Vice President:**

Mrs Ann Scott accepted the nomination.

Elected unopposed.

Moved by Ms Kate Bourne and **seconded by** Mrs Sally Stubs that Mrs Marion Wiggins be nominated for the positions of **Secretary:**

Mrs Marion Wiggins accepted the nomination.

Elected unopposed.

Moved by Alyson Scott and **seconded by** Mrs Ann Scott that Sally Stubs be nominated for the position of **Treasurer:**

Mrs Sally Stubs accepted the nomination.

Elected unopposed.

Moved by Ms Alyson Scott and **seconded by** Mrs Ann Scott that the following people be nominated for the position of **General Committee Members:**

Mr Leon Scott, Mrs Alyson Scott, Mrs Ann Wiggins, Mrs Allison Scott, Ms Kate Bourne

Moved by Mr Leon Scott and seconded by **Mrs Ann Wiggins** that Mrs Sally Stubs and Mrs Marion Wiggins contact the bank and add themselves as new signatories for the account.

Motion carried

General business:

- Mrs Karen Dudgeon thanked Ms Kate Bourne for her 11 years of service as Secretary/Treasurer of the Woodsdale Community Memorial Hall. Her commitment and effort have been greatly appreciated. Karen wished Ms Bourne all the best.
- Mrs Sally Stubs and Mrs Marion Wiggins will contact the bank to organise themselves as new signatories for the account.

Annual General Meeting Closed – 8.10 p.m.

Woodsdale Community Memorial Hall

Est. 1905

Woodsdale Community Memorial Hall

Presidents Report 2021-2022

It again gives me great pleasure to present my report for the 2021 – 2022 financial year.

This year we have welcomed four new community members to the committee. Although not all are able to attend all meetings, their help and interest are still valued.

The first function after two very quiet years was a Christmas Party held at the recreation ground. Santa arrived with lollies and drinks for the children and everyone enjoyed a fish fry and salads.

A big thank you to Allan Birchall, Santa and all donated raffle prizes and salads and the committee for cleaning the clubrooms and around the ground. This event was well supported by the community.

In April we welcomed back the Central Highlands bus group for a luncheon in the hall. This was the first indoor function with less restrictions for three years. As usual the meal was enjoyed by all and they hope to return in 2023.

The reforming of the Football Club means the trophies, honour boards and memorabilia have been returned to the clubrooms at the recreation ground plus the money which was to be used to make the display cabinets.

We have started the 2022-2023 financial year by catering for the football club dinner and trophy night. A three-course meal went well and enjoyed by all. A big thank you to the committee for the preparation and cooking and to four extra ladies – Lynne, Dianne, Doreen and Lucy who came to help with serving the meal and washing up.

Thank you to the Southern Midlands Council for supporting us with the maintenance and to the committee for their generous support of food and preparation – the meals are a draw card and to Kate for keeping the books in order.

Please stay safe as we live with Covid.

Thank you

Kaye Rowlands

President



Minutes

Community Shed, Oatlands

Supported by Community & Corporate Development
a business unit of the Southern Midlands Council

Monday, 29th August 2022
Council Chambers, Oatlands - 2.00pm

COMMITTEE MEMBERS ATTENDEES	Don Fish Mary-Ann Orchard Eleanor Bjorksten Snr Sgt John Parker	SMC Councillor Oatlands Community Hub – Hobart City Mission Rep – Oatlands Community Tas Police
COMMITTEE OFFICERS	Wendy Young Michelle Webster	Manager – Community & Corporate Development Community Development Officer
INVITED GUESTS	Penny Duggan David Norgrove	Ladies Day Supervisor Mens Day Supervisor (Fri)
APOLOGIES	Karen Dudgeon Andrew Baker Gillian Bailey	SMC Councillor RAWTas Ladies Day Supervisor

Welcome

ITEM	Welcome & Previous minutes	Attached File
DISCUSSION	Minutes of the previous meeting were circulated. Small amendment required to correct Mary-Ann’s name under Business Arising. No further action. Motion moved to accept the minutes of the previous meeting. Moved by John Parker, Seconded by Mary-Ann Orchard. All in agreement, motion carried	

ITEM	BUSINESS ARISING	Attached File
DISCUSSION	<ul style="list-style-type: none"> Signage update. Michelle emailed Jacqueline Tyson, Senior Planner SMC. Her response was “If they are replacing the existing sign they do not need any approval for that”. So the replacement sign can go ahead. Terms of reference – circulated. There will need to be an AGM, with 21 days’ notice. Wendy & Penny will go through last 12 months finances & Bronwyn (SMC) will do an audit of 2021/2022. At the AGM, need to appoint specific titles/office bearers. Update to reflect two meetings per year plus any additional as required. Volunteer forms need to be filled out for all committee members. Forms will be provided at next meeting. Visits to other sheds. Mary-Ann met with Andrew Dean who is now employed by Reclink in our area. He thinks this is something he can assist with by providing the bus trips & driver. John suggested Andrew Dean be approached to participate on the Shed Committee. All in agreement. Mary-Ann to reach out to Graeme Ford re come back. No further developments as yet. 	
ACTION ITEMS		RESPO0NSIBILITY TIME LINE
<ul style="list-style-type: none"> Arrange AGM & amendments to Terms of Reference Follow up with Andrew Dean about shed visits & Shed Committee participation 	Wendy Mary-Ann	ASAP ASAP

ITEM	WISH LIST
DISCUSSION	<ul style="list-style-type: none"> Clean out guttering on Shed roof. SMC to arrange someone.

ACTION ITEMS	RESPONSIBILITY	TIME LINE
Speak To David Richardson about works crew cleaning guttering	Wendy	ASAP

ITEM	POLICY UPDATE	Attached File	
DISCUSSION	<ul style="list-style-type: none"> Terms of Reference changes addressed under Business Arising. 		

ACTION ITEMS	RESPONSIBILITY	TIME LINE

ITEM	FINANCES (bank account & petty cash)	Attached File	
DISCUSSION	<ul style="list-style-type: none"> Expenditure and income, keep ledger up to date and guidelines regarding petty cash documentation. The new spreadsheet & Cash balance handed out. Penny reported that any petty cash over the balance is banked every Monday. Monthly reporting of all financials updated to Wendy every month. Bank Balance \$6,558.06 New Signatory on bank account. Has been sorted, as per the motion from last meeting. <p>Motion moved to accept the finance report. Moved by Mary-Ann Orchard, Seconded by Eleanor Bjorksten. All in agreement, motion carried</p>		

ACTION ITEMS	RESPONSIBILITY	TIME LINE

ITEM	OTHER BUSINESS	Attached File	
DISCUSSION	<ul style="list-style-type: none"> Successful in obtaining a grant application – sea container. Just need to arrange with David Richardson on best location. Might be useful to store metal work & welding gear in there? David & Wendy to meet Friday to discuss options. Mary-Ann submitted a Community Small Grant application with SMC today on behalf of the Shed for a replacement wood heater. Will need qualified roof plumber to install. Grant is for wood heater with shed to pay for flu kit & installation. Eleanor raised the question of wood dumped at waste transfer station as a possible value to the shed for re-use? Wendy to check with David Richardson about the possibility. 		
DECISION			

ACTION ITEMS	RESPONSIBILITY	TIME LINE
<ul style="list-style-type: none"> Sea container use & location Wood dumped at Waste transfer station for re-use possibility 	<p>Wendy</p> <p>Wendy</p>	<p>ASAP</p> <p>ASAP</p>

MEETING CLOSE: 2.30pm

NEXT MEETING: 26th September, Oatlands Council Chambers 2pm



MINUTES

SOUTHERN MIDLANDS COUNCIL FACILITIES & RECREATION COMMITTEE

THURSDAY 15th SEPTEMBER 2022

Municipal Offices, 71 High Street, Oatlands

10.00 a.m.

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ATTACHMENTS

- Item 3.1 Previous Facilities and Recreation Committee Minutes*
- Item 3.2 Hall Committee Minutes (there were no minutes available at the time of distribution)*
- Item 14 -Assessment Analysis*
- Summary of Applications received*
 - Folder containing hard copy of all applications*
- Item 13 St Mary’s Community Cemetery Financial Support Request*
- Donations and Community Support Policy*

MINUTES

FACILITIES & RECREATION COMMITTEE

1. ATTENDANCE

Clr D Fish, Deputy Mayor E Batt, Clr A Bantick, Mr A Benson (Deputy General Manager), Ms W Young (Manager Community & Corporate Development), Mr A Briggs (Oatlands Aquatic Centre Coordinator), Ms G Pennicott (Oatlands Aquatic Centre Lifeguard), Mrs J Crosswell (Executive Assistant)

2. APOLOGIES

Nil.

3. RECEIPT OF MINUTES

3.1 CONFIRMATION OF SOUTHERN MIDLANDS FACILITIES AND RECREATION COMMITTEE MINUTES

The minutes of the meeting held on 8th September 2021, (attached) as previously circulated, are submitted for confirmation.

DECISION

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

THAT the Minutes of the previous meeting of held on the 8th September 2021, as previously circulated, be confirmed.

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

3.2 RECEIPT OF COUNCIL HALL COMMITTEE MINUTES

The minutes of the following Meetings of Council Hall Committees, as circulated, are submitted for information and consideration of recommendations (where necessary):

The minutes of the meeting of the Colebrook Memorial Hall Management Committee Annual General Meeting are attached for information.

The Manager of Community & Corporate Development & the General Manager attended the Annual General Meeting of the Tunbridge Hall Management Committee, the new office bearers are as follows:-

Chairman – Rodney Hazelwood
 Vice-Chair – Peter Hazelwood
 Secretary – Glenda Pengelly
 Treasurer – Joey Hazelwood

DECISION

Moved by Cllr A Bantick, seconded by Deputy Mayor E Batt

THAT the information be received.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

4. 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 committee, by simple 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;
- (b) that the matter is urgent; and
- (c) that advice has been provided under section 65 of the Act.

Nil.

5. DECLARATIONS OF PECUNIARY INTEREST

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2015*, the chairman of a meeting is to request Councillors to indicate whether they have, or are likely to have, a pecuniary interest in any item on the Agenda.

Accordingly, Councillors are requested to advise of a pecuniary interest they may have in respect to any matter on the agenda, or any supplementary item to the agenda, which Council has resolved to deal with, in accordance with Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2015*.

Deputy Mayor E Batt - Navigate Family Services

Clr D Fish - Community Shed Oatlands

Deputy Mayor E Batt and Clr D Fish declared an interest in relation to their nominated applications in the SMC Small Grants Program 2022.

6. PUBLIC QUESTION TIME

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2005*, the agenda is to make provision for public question time.

In particular, Regulation 31 of the *Local Government (Meeting Procedures) Regulations 2005* states:

- (1) *Members of the public may give written notice to the General Manager 7 days before an ordinary meeting of Council of a question to be asked at the meeting.*
- (2) *The chairperson may –*
 - (a) *address questions on notice submitted by members of the public; and*
 - (b) *invite any member of the public present at an ordinary meeting to ask questions relating to the activities of the Council.*
- (3) *The chairperson at an ordinary meeting of a council must ensure that, if required, at least 15 minutes of that meeting is made available for questions by members of the public.*
- (4) *A question by any member of the public under this regulation and an answer to that question are not to be debated.*
- (5) *The chairperson may –*
 - (a) *refuse to accept a question; or*
 - (b) *require a question to be put on notice and in writing to be answered at a later meeting.*
- (6) *If the chairperson refuses to accept a question, the chairperson is to give reasons for doing so.*

There were no members of the public in attendance.

7. BUSINESS ARISING FROM THE MINUTES OF THE PREVIOUS MEETINGS NOT COVERED IN THE AGENDA

Agenda item 14 – ‘Community Small Grants Program’ brought forward on the Agenda.

That the meeting be adjourned to undertake the Grants Assessment.

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

The Meeting was adjourned to undertake the Grants Assessment at (time) 10.10 a.m.

The Meeting is to be reconvened following the Grants Assessment (time) 12.35 p.m.

That the Meeting be reconvened following the Grants Assessment.

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

14. COMMUNITY SMALL GRANTS PROGRAM

14.1 SOUTHERN MIDLANDS COMMUNITY SMALL GRANTS PROGRAM 2022

Author: DEPUTY GENERAL MANAGER (ANDREW BENSON)

Date: 11th September 2022

Attachments:

1. *Assessment Analysis (A3 size - to be provided at the meeting)*
2. *Summary of 11 Applications received*
3. *Folder containing hard copy of all applications*

BACKGROUND

Council has conducted a Community Small Grants program twice a year since 2008, converting to an annual program in September 2009. The main aim of the program is to streamline and condense the many requests for financial support received from various community groups, charitable organisations and service providers throughout the year. The program has proven to be very popular with all the target groups and excellent goodwill is gleaned from the successful grant recipients. Additional kudos has been obtained by having presentations to successful Grantee organisations at the Australia Day function in January.

[EXTRACT FROM THE GUIDELINES]

The Southern Midlands Council's Community Small Grants program has been established to support projects, programs and activities developed for the benefit of the residents of the Southern Midlands local government area.

The Community Small Grants provide assistance to community groups to provide programs, improve safety, undertake minor capital works, facilitate small seminars, conferences and forums or purchase equipment.

The Southern Midlands Council recognises the immense community benefit provided to our residents and visitors by local community organisations through the provision of opportunity for involvement in activities in Southern Midlands.

The Community Small Grants Program is one method of supporting and assisting local organisations in providing additional opportunities for the Southern Midlands community.

Purpose

To provide financial assistance in a regulated and equitable way to community groups catering for, and responding to, the needs of the residents and visitors to Southern Midlands.

The program provides assistance to organisations to conduct a wide range of activities. The following broad categories are designed to give applicants an idea as to the types of projects which Council seeks to support through this program:

Community Building

Projects which aim to increase community participation & access to information, services & facilities while strengthening community and social well-being.

Minor Capital Works

Projects which enhance our community facilities by aiding in the development of new facilities or improvements to any existing Community/Council owned facility. It will provide assistance for projects such as fencing, roofing, ground lighting, shade sails, building refurbishments, paving, etc.

Safety/Accessibility Upgrades/Equipment

Projects that increase the capacity of local groups and clubs to cater for the needs of the community. These developments can be in the form of a construction project or the purchase of equipment.

Frequency

Council's grant program is currently held on an annual basis.

Important Dates:

*The current round for assistance opens at 8.30am on Tuesday 3rd August 2021 and **closes on Monday 29th August 2022 at 4:00pm**. Applications can be lodged at either the Oatlands or Kempton Office, or lodged electronically at mail@southernmidlands.tas.gov.au*

Projects are able to start from Monday 10th October 2022 - full acquittal is required by 30th July 2023.

Level of Funding Available

An organisation can apply for assistance up to a maximum of \$3000 per round- no minimum grant amount applies.

Eligibility

Financial Assistance WILL be considered for:

- *Any not for profit community group or voluntary association that is legally constituted as an incorporated body or under the auspice of one.*
- *The group or organisation is located in the Southern Midlands municipal area or is proposing an activity or project which will take place in the Southern Midlands municipal area, for the benefit of those who live, visit or conduct business in the municipal area.*
- *The applicant is able to demonstrate financial viability and competence.*
- *The applicant meets Council's insurance requirements.*
- *Education providers are able to apply on the condition that the project/activity is open to all residents and has a broad community benefit.*
- *For equipment grants, applicants are required to contribute at least 50% towards the cost of equipment for items considered 'consumables' eg cricket bats / balls , Footballs etc .Items of a longer term nature eg line marking*

machines , training equipment and the like would be eligible for up to 100% funding.

- *Projects that are seeking funding from \$3,001 to \$5,000 shall be required to have a matching 50% contribution from other sources.*

The following are important areas to address

- *Any application which relates to works or projects on property not under the applicants direct ownership (land tenure) or control, must provide a letter of authorisation and approval for said works / projects from the land owner with the grant application.*
- *In the case of applications from the Department of Education, where the facilities will be used by Community and school students alike, the application requires written commitment from the Department of Education / Principal that the facilities (or improvements) will be accessible by the public.*

Financial Assistance WILL NOT be given for:

- *Activities by a private person that is not a formal representative of a bona fide organisation.*
- *Activities of For-Profit organisations.*
- *Applicant organisations who have previously failed to acquit Council assisted projects in line with the agreed terms.*
- *Projects that have previously received funding from this grant program.*
- *Working Capital or straight donation purposes.*
- *Projects by local schools/education providers that are exclusive to students core school curriculum with no availability to the general public.*
- *Retrospective request for a project already fully or partially completed*
- *Community Organisations who already receive Council funds to undertake a specific activity for which funding is being sought or community organisations wanting to do a specific activity that is already funded by Council.*
- *Facilities where little or no public access is available.*
- *Travel to sporting competitions or conferences for individual or community groups.*
- *Projects/ programs that are not based in or focused on southern midlands residents*

It should be noted that meeting the eligibility criteria is not a guarantee of funding.

The following conditions apply to all financial assistance allocated through the program

Project Management

Funds will only be spent on the project for which funds were applied and as approved by the Southern Midlands Council.

Successful applicants must finalise and acquit the project within the approved time frame and approved budget as per application form.

Any variation of this agreement, such as an extension of the project completion date, shall only be made in writing between the parties. Any request for extension of time must be received in writing prior to the relevant original acquittal completion date.

Successful applicants are required to maintain a copy of all receipts of project expenditure for the term of the grant program, including copies of any advertising, media, newsletters, etc. Council will require copies of expenditure invoices / receipts as part of its acquittal procedure.

If relevant, applicants must obtain and comply with all applicable Council Permit Regulations for example planning, &/or building permit – including road closures, outdoor advertising and any health and safety programs (please ensure that costs for these permits, if required, are included in your application). Please ensure that you have allowed sufficient timeline for these approvals to be obtained and the project to be completed in a timely manner.

The Council strongly encourages that all equipment acquired through the program be insured against theft and fire or covered under your organisations insurance policy.

Although possession of current public liability insurance is not a condition of eligibility, Council strongly encourages all applicants to investigate all their insurance requirements to ensure activities are adequately covered and protected.

Financial

Should a group not be able to fulfil the grant conditions as indicated on the application form or substantial savings have been made, any unspent funds shall be returned to the Southern Midlands Council. In special circumstances, surplus funds from savings made may be authorized for redirection to fund similar projects/activities. Pre-approval in writing should be sought from Council prior to any additional funds being expended. Should the project exceed the amount estimated, groups will be required to meet the additional costs.

Promotion

The Council requests that successful applicants actively promote the support of the Southern Midlands Council. This may include (but not limited to) any of the following:

- Inclusion of the Southern Midlands Council logo in press advertising or any promotional material.*
- Acknowledgement of the Southern Midlands Council in radio or television advertising, award presentation, etc.*

- *Opportunities for the Mayor or delegate to participate in any public relations activities, launches, or proceedings associated with the project. Sufficient notice should be given in the form of an official letter of invite addressed to the General Manager.*
- *Must attend Council arranged event celebrating the provision of the grant funding, in particular providing a representative at Council's Australia Day ceremony.*
- *Prominently displaying any certificates or plaques associated with the Council's provision of any grant funding*

A version of Council's Logo is available and will be provided on request. The logo can only be used for a specific purpose to which it was requested and must be replicated in its existing form and not altered in any way.

If use of the Council logo is not practicable, the following wording should be incorporated in any material related to the funded project: "Proudly supported by the Southern Midlands Council".

Evaluation / Acquittal Process

Once the project or equipment purchase has been completed, grant recipients must submit an evaluation and provide copies of any advertising, newsletters and media releases relating to the funded project. An evaluation form will be provided with the grant approval letter.

Evidence of expenditure of funds is required to accompany the evaluation. It is preferred that the evaluation / acquittal information be forwarded as soon as the project or purchase is complete ie not left until the final acquittal date

Unsatisfactory acquittal of the grant may lead to withdrawal of the grant approval and subsequent request for return of the allocated funding.. Inability to apply for future grant funding may also apply in this circumstance. If you are having difficulties completing the acquittal obligations, please contact Council's grant staff to discuss possible solutions.

Priority Criteria

Due to the limited amount of funds available, priority will be given to projects that:

1. *Demonstrate considerable benefit to the Southern Midlands community;*
2. *Raise the awareness of or access to a service, program, group or issue or maximize the participation or use of a facility;*
3. *Demonstrate coordination with other groups in the community;*
4. *Address local issues by attempting to meet a community need or gap;*
5. *Show evidence of community support for the project;*
6. *Enhance the lifestyle options for residents and visitors in the community;*

7. *Demonstrate an ability to manage the project through resource allocation including financial resources, effective planning, clear goals and evaluation processes;*
8. *Demonstrate the ability to be ongoing [if applicable]*
9. *Is the project reliant on other funds, if so has other funding been approved (evidence of the other funding is required to accompany the application);*
10. *Includes the ability for broad Community access – Land Tenure [in the ownership of the applicant or in other ownership]*
11. *Grant funds applied for as a % of the total amount to complete the project [inc. in kind contribution] i.e. A financial contribution by the applicant/s would be favorably looked upon*
12. *The Project shall be one that has not received any previous funding for the same purpose by Council or any other funding body (i.e. no ‘double dipping’)*
13. *Demonstrate that a Risk Assessment of the project is deemed within acceptable limits*
14. *Has the Applicant received funding over the last five years (if the organisation has received funding over the last five years through this program, then a weighting will be included to provide a higher ranking for Applicants that have not received funding over the last five years)*

Final funding decisions are made on the merit of each application against the stated eligibility criteria, guidelines and an assessment against the aforementioned criteria.

Assessment

The application process is as follows:

The application forms can be accessed from the Council Chambers, Oatlands and Kempton or via the Council Website: www.southernmidlands.tas.gov.au

Applicants are encouraged to contact Council’s Deputy General Manager, Andrew Benson on 6254 5050 if you have any questions relating to completion of the forms or require information in regard to how your project meets the guidelines of the program.

The completed applications, once received within timeline parameters, will be assessed and prioritized by the assessment panel consisting of Council Officers and Councillors. The panel’s decision is final and no further correspondence shall be entered into.

The assessment panel will then make their recommendations to the next scheduled Council Meeting for adoption.

Once adopted by Council the applicants will be informed of their success or otherwise in gaining funding. Successful applicants will need to supply Council with a tax invoice [on their own letterhead preferably] for the approved grant amount

*to allow funding of grant monies to be processed .**This should be done as soon as the approved grant funding letter has been received.***

Tips for completing the Application Form

Please use the following as a guide to help you to complete the application form.

Section 1: General Information

1 – 5 As directed by the form, please provide as many details as possible about your group / organisation / club.

Section 2: Details of the Project

Tell us about your project, what you are planning and what you want to achieve.

- 6. Select the category that your project best fits under.*
- 7. Give your project a name which represents what your project/activity is about.*
- 8 Indicate where the project/activity is to be held or carried out (e.g. Hall, park, or facility).*
- 9 When answering this question think about the following:*
 - What does your group want to achieve? (e.g. raise awareness of a service program, group or local issue, improve access to and use of a community facility, maximize participation in your group or a particular activity, improve safety).*
 - What steps are you planning to take to make sure your project/activity runs smoothly?*
 - Who might you involve; (e.g.) young persons, older persons, people with different abilities, people from different cultural backgrounds).*
 - Why is this project/activity important for your group/organisation and the wider community?*
- 10 When answering this question think about the following?*
 - How things will be different for your group and/or the wider community?*
 - What might it allow them to do that they can't at present?*
 - How might it improve access to or participation in activities?*
 - Who will benefit most from your project/activity?*

Keep in mind concepts such as community pride, attracting people to the region and spending money in the community, forming new community links, etc.
- 11 Tell us how your group identified a need in the community (e.g. community consultation, public meeting, suggestion box).*
 - Why do you think the need exists?*
 - Why is it a problem/issue for your group and/or the wider community?*
 - Who have you spoken to about this need?*

- *Why has your group chosen this way to tackle the problem and/or improve the situation?*

12 *To answer these questions think about:*

- *Can you draw on volunteers from within your group or organisation? If yes, what sort of work will they be asked to do or in what way can they help?*
- *What equipment, machinery, etc. you have?*
- *What sort of skills or abilities do the individuals involved in the project/activity have? (e.g. financial management, organisational, trade skills – e.g. plumber, builder etc).*
- *What type of outside assistance will you seek to complete the project or run the event?*

13. *For example:*

- *Increased participation/membership*
 - *A well attended event or activity*
 - *Peoples comments and thoughts (how will you get these?)*
 - *Media coverage (e.g. newspaper, community newsletter)*
- You may wish to identify the main aims of your project which you can go back and review to see whether you were successful.*

14. *Please provide approximate start date, completion date, and a contact person for the project.*

Section 3: Budget

Please complete this section as accurately as possible and attach more pages if necessary.

15. *Clearly list the expenses for your project/activity and indicate which expenses you intend to use Council's contribution for.*

16. *Please provide details of the confirmed and anticipated sources of funding for your project. If available please provide with your application any documents confirming the availability of these funds (e.g. bank statements, loan details, letters, etc).*

Good luck with your Application

[END OF EXTRACT FROM THE GUIDELINES]

CURRENT POSITION

This is the sixteenth round of the Grants Program that Council have offered, with the application form and guidelines being continually refined to provide clear and concise information and criteria for community groups and organisations who apply for the grants.

The Program time table is shown below:-

TIMETABLE

Advertisement in “Mercury”	Saturday 30 July 2022
Grant Applications open (with Application Forms available from the SMC website from this date)	Tuesday 2 August 2022
Grant Applications close	Monday 29 August 2022 (4.00pm)
Confirmation letter acknowledging receipt of applications	Thursday 1 September 2022
Facilities & Recreation Committee Agenda closes	Thursday 8 September 2022
Facilities & Recreation Committee meeting [For assessment of applications] 10am start time	Thursday 15 September 2022
Full Council meeting Agenda closes	Thursday 22 September 2022
Full Council meeting – Oatlands [To consider recommendations from the Facilities & Recreation Committee]	Wednesday 28 September 2022
Successful / Unsuccessful letters to grant applicants	Week commencing Monday 3 October 2022
Grant Acquittal	30th June 2023

15 applications have been received identifying **\$62,125** worth of projects, requesting a total of \$42,362 of support from Council through the SMC Community Small Grants Program 2021. Within the application we ask,

GRANT AMOUNT REQUESTED: \$ _____ *[GST inc]*

Council may not be able to fund the full amount requested .Please advise the minimum amount that would still allow the project to continue \$ _____.

A total “Will Accept” figure of \$39,213 has been determined from the applications for this grant round. The funds available for distribution by Council for the projects being \$30,000 as per the 2022/23 budget,

ASSESSMENT PROCESS

As per the previous rounds, to assess the applications in an open, transparent and equitable manner, whilst maintaining a rigorous analysis against the established criteria, the Deputy General Manager (Andrew Benson) prepared a rational decision making process to assist the Facilities & Recreation Committee in their deliberations.

The process consisted of;

- **Firstly**, a set of criteria in a matrix format to establish the initial eligibility of the applicants. This set of criteria was extracted from the grant guidelines as issued to the Applicants. This set of criteria required a YES, NO or N/A response. These are classified as *must comply*, if an Applicant does not meet this then the application is not further assessed.

MUST - Eligibility YES
A not for profit community group or voluntary association that is legally constituted as an incorporate body
A not for profit community group or voluntary association that is not legally constituted as an incorporate body but will operate this grant under the auspice of one - Name of auspicings body
The group or organisation is located in the Southern Midlands municipal area
The group or organisation is proposing an activity or project which will take place in the Southern municipal area, for the benefit of those who live, visit or conduct business in the municipal area.
The applicant is able to demonstrate financial viability and competence.
The applicant meets Council's insurance requirements (if applicable).
Is the applicant an educational organisation
If an education provider will the project/activity be open to all residents and does it have a broad community benefit.
If the application is for an equipment grants applicants are required to contribute at least 50% towards the cost of the equipment, has this been identified in the budget.

- **Secondly**, a set of criteria in a matrix format to establish the areas in which the grant does not cover. This set of criteria was extracted from the grant guidelines as issued to the Applicants. This set of criteria required a YES, NO or N/A response. These are also classified as *must comply*, if an Applicant scores a YES in response then the application is not further assessed.

MUST - NOs	Funds not available for the following
Has the Applicant organisation previously failed to acquit Council assisted projects in line with the agreed terms.	
Actions/services previously disbursed.	
Fundraising purposes (donations).	
Program/projects by local schools/education providers that are exclusive to students Core school curriculum and activities cannot be considered.	
Projects with ongoing costs e.g. staff, salaries, administration, maintenance, insurance, rental or lease arrangements.	
Community Organisations who already receive Council funds to undertake a specific activity for which funding is being sought or community organisations wanting to do a specific activity that is already funded by Council.	

The purchase of land.
Routine and regular maintenance work to existing facilities (e.g. gardening, cleaning).
Facilities where little or no public access is available.
Travel to sporting competitions or conferences for individual or community groups.

- **Thirdly**, a set of criteria that have been called the WANTS in a matrix format that are ‘weighted’ to gauge the extent to which the assessment team believe that the application meets the criteria detailed below. This set of criteria has been extracted from the grant guidelines as they are pivotal to the decision making process, eg risk assessment, funding sought from Council as a percentage of the total project costs, etc.

This set of criteria required a “raw scoring” of between 1 and 5 (5 being the highest/best category), which is then multiplied by the weighting to achieve a “refined score”. For example in Criterion 1 on the next page, the weighting (WT) is 10 because it was felt that this criterion represents a very high priority, when the application is scored by an assessment panel member against this criterion, if the member of the assessment panel scores it as a 1, in the 1 to 5 range, this is then automatically multiplied by the weighting (WT), which arrives at a “refined score” of 10. Likewise if the member assessed it as a 5, in the 1 to 5 range which is then automatically multiplied by the weighting (WT) it comes up with a “refined score” of 50. Working this process through against each of the fourteen criteria by each of the assessment panel members it arrives at a total as shown on the A3 Summary Sheet. Affectively in this model the highest collective score is determined to be the most deserving application.

WANT
Criteria 1 Demonstrate considerable benefit to the community;
Criteria 2 Raise the awareness of or access to a service, program, group or issue or maximize the participation or use of facility;
Criteria 3 Demonstrate coordination with other groups in the community;
Criteria 4 Address local issues by attempting to meet a community need or gap;
Criteria 5 Show evidence of community support for the project;
Criteria 6 Enhance the lifestyle options for residents and visitors in the community;
Criteria 7 Demonstrate an ability to manage the project through resource allocation, effective planning, clear goals and evaluation processes;
Criteria 8 Demonstrate the ability to be ongoing (if appropriate).
Criteria 9 Is the project reliant on other funds, if so has other fund been approved
Criteria 10

Includes the ability for broad Community access – Land Tenure
Criteria 11
Grant funds applied for as a % of the total to complete the project
Criteria 12
The Project shall be one that has not received any previous funding for the same purpose by Council or any other funding body
Criteria 13
Risk Assessment of this Project
Criteria 14
Funding received over the last five years

- Potential Conflict of Interest** It is important to have at least five people that assess and score the applications because of the high level of potential ‘conflict of interest’ that is present in such a small Community. When a Councillor or officer identifies a conflict of interest (ie if an Elected Member or an Officer on the Assessment Panel is an office bearer for the organisation that is an Applicant for a grant, they are required to declare that interest and exit the meeting, they do not enter into discussions or score that application) and the automatic scoring in the spread sheet is adjusted by the averaging (ie if there is no conflict of interest with an Application the totals of all five scorers is summed and then divided by five to achieve the average. If there is one conflict of interest then the totals of all four scorers is summed and then divided by four to achieve the average). Therefore with potentially five assessors individually scoring fourteen criteria, coupled with the weightings and then the averaging, no one assessor has the ability to adversely influence the potential outcome of the scoring. In a further element of transparency the A3 Summary Sheet is available to all applicants so that they can gauge their level of success compared with the other applicants based purely on the identified criteria.

Members of the Assessment Panel who declare an interest and therefore stand aside in relation the nominated application are identified in the report to Council, to ensure the integrity of the process.

Group/Club	Auspicied by	Project	Project Cost	Grant Sought	Will Accept	Recommend to Council	Score	Remarks	Acknowledgement Letters
Bagdad Online Access Centre	BCC	Equip - Vacuum, Oven, Dining Suite, AquaStation	\$ 2,997.00	\$ 2,997.00	\$ 2,997.00			Yes GST - Yes ABN - Yes PL	✓
Bagdad VFB	SFC	Therma Imaging Camera	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00			Yes GST - Yes ABN - Yes PL	✓
Brighton & Green Ponds RSL		Heat pumps for Hall	\$ 9,036.94	\$ 3,000.00	\$ 3,000.00			No GST - Yes ABN - Yes PL	✓
Campania FC		Floor coverings	\$ 3,775.00	\$ 3,000.00	\$ 2,000.00			No GST - Yes ABN - Yes PL	✓
Central Hawks JFC		Floor coverings	\$ 5,400.00	\$ 3,000.00	\$ 3,000.00			No GST - Yes ABN - Yes PL	✓
Colebrook Golf Club		Cooker, urn and Microwave	\$ 2,614.09	\$ 2,614.09	\$ 2,614.09			No GST - Yes ABN - Yes PL	✓
Community Shed Oatlands	SMC	Replacement wood heater & install	\$ 3,148.00	\$ 2,048.00	\$ 1,599.00			Yes GST - Yes ABN - Yes PL	✓
Jericho VFB	MMRC	Audio visual equipment	\$ 3,994.00	\$ 3,000.00	\$ 3,000.00			No GST - Yes ABN - Yes PL	✓
Mount Pleasant FC		Floor Coverings	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00			Yes GST - Yes ABN - Yes PL	✓
Navigate Family Services		Pilot Community Project	\$ 4,000.00	\$ 3,000.00	\$ 2,800.00			No GST - Yes ABN - Yes PL	✓
Oatlands Ex Service & Community Club		Bar furniture upgarde	\$ 3,491.00	\$ 3,000.00	\$ 3,000.00			Yes GST - Yes ABN - Yes PL	✓
St Mary's Community Cemetery Kempton		Heritage Repairs	\$ 5,160.00	\$ 3,000.00	\$ 3,000.00			No GST - Yes ABN - Yes PL	✓
Tunbridge Town Hall		Ceiling repairs	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00			No GST - Yes ABN - Yes PL	✓
Tunnack Community Club		Furniture	\$ 4,308.80	\$ 3,000.00	\$ 2,500.00			Yes GST - Yes ABN - Yes PL	✓
Woodsdale FC		Septic tank, supply and install	\$ 6,500.00	\$ 3,000.00	\$ 2,000.00				✓
			\$ 62,124.83	\$ 42,359.09	\$ 39,210.09				

Moved: Deputy Mayor E Batt
Seconded: Clr A Bantick

That the meeting be adjourned to undertake the Grants Assessment.

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

The Meeting was adjourned to undertake the Grants Assessment at (time) 10.14

The Meeting is to be reconvened following the Grants Assessment (time) 12.20

Moved: Deputy Mayor E Batt
Seconded: Clr A Bantick

That the Meeting be reconvened following the Grants Assessment.

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

SUMMARY OF ASSESSMENT OUTCOMES

Southern Midlands Community Small Grants Program 2022								
Group/Club	Auspiced by	Project	Project Cost	Grant Sought	Will Accept	Recommend to Council	Score	Remarks
Bagdad Online Access Centre	BCC	Equip - Vacuum, Oven, Dining Suite, AquaStation	\$ 2,997.00	\$ 2,997.00	\$ 2,997.00	\$ 2,997.00	7	Yes GST - Yes ABN - Yes PL
Bagdad VFB	SFC	Therma Imaging Camera	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	3	Yes GST - Yes ABN - Yes PL
Brighton & Green Ponds RSL		Heat pumps for Hall	\$ 9,036.94	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	5	No GST - Yes ABN - Yes PL
Campania FC		Floor coverings	\$ 3,775.00	\$ 3,000.00	\$ 2,000.00	\$ -	13	No GST - Yes ABN - Yes PL
Central Hawks JFC		Floor coverings	\$ 5,400.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	10	No GST - Yes ABN - Yes PL
Colebrook Golf Club		Cooker, urn and Microwave	\$ 2,614.09	\$ 2,614.09	\$ 2,614.09	\$ -	14	No GST - Yes ABN - Yes PL
Community Shed Oatlands	SMC	Replacement wood heater & install	\$ 3,148.00	\$ 2,048.00	\$ 1,599.00	\$ 1,599.00	2	Yes GST - Yes ABN - Yes PL
Jericho VFB	MMRC	Audio visual equipment	\$ 3,994.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	6	No GST - Yes ABN - Yes PL
Mount Pleasant FC		Floor Coverings	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	8	Yes GST - Yes ABN - Yes PL
Navigate Family Services		Pilot Community Project	\$ 4,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	1	No GST - Yes ABN - Yes PL
Oatlands Ex Service & Community Club		Bar furniture upgarde	\$ 3,491.00	\$ 3,000.00	\$ 3,000.00	\$ 1,452.00	12	Yes GST - Yes ABN - Yes PL
St Mary's Community Cemetery Kempton		Heritage Repairs	\$ 5,160.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	9	No GST - Yes ABN - Yes PL
Tunbridge Town Hall		Ceiling repairs	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	4	No GST - Yes ABN - Yes PL
Tunnack Community Club		Furniture	\$ 4,308.80	\$ 3,000.00	\$ 2,500.00	\$ 1,452.00	11	Yes GST - Yes ABN - Yes PL
Woodsdale FC		Septic tank, supply and install	\$ 6,500.00	\$ 3,000.00	\$ 2,000.00	\$ -		
			\$ 62,124.83	\$ 42,359.09	\$ 39,210.09	\$ 30,000.00		

RECOMMENDATION

THAT

1. The impartial assessment process as developed by the Deputy General Manager as detailed in the Summary of Assessment Outcomes above be accepted;
2. Financial decisions that are detailed are endorsed based on the assessment;
3. The financial allocations for the sixteenth round of the Southern Midlands Council Community Small Grants be subsequently submitted to the next Full Council meeting for ratification.

DECISION

Moved by Cllr E Batt, seconded by Cllr A Bantick

THAT

1. ***The application from the Woodsdale Football Club was not considered in this grants assessment process but rather the matter of the septic tank be taken into consideration as part of any total funding package that Council may resolve, in respect of any works to be undertaken at the Woodsdale Recreation Ground site.***
2. ***The assessment process as developed by the Deputy General Manager undertaken by the Assessment Panel of the Facilities and Recreation Committee, plus four Council Officers be endorsed;***
3. ***The attached summary document (marked Southern Midlands Council Community Small Grants Program 2022 – Recommend to Council) articulates the final decisions that have been calculated and endorsed based on the Southern Midlands Council Community Small Grants Program 2022 assessment;***
4. ***The financial allocations for the sixteenth round of the Southern Midlands Council Community Small Grants be subsequently submitted to the next Full Council meeting for ratification; and***
5. ***The Committee requests Council consider that the budget for the Southern Midlands Community Small Grants Program 2023 be increased to \$40,000.***

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

RECOMMENDATION TO COUNCIL

DECISION

Moved by Cllr E Batt, seconded by Cllr A Bantick

THAT the following decisions be recommended to Council for adoption.

- 1. The application from the Woodsdale Football Club was not considered in this grants assessment process but rather the matter of the septic tank be taken into consideration as part of any total funding package that Council may resolve, in respect of any works to be undertaken at the Woodsdale Recreation Ground site.*
- 2. The assessment process as developed by the Deputy General Manager undertaken by the Assessment Panel of the Facilities and Recreation Committee, plus four Council Officers be endorsed;*
- 3. The attached summary document (marked Southern Midlands Council Community Small Grants Program 2022 – Recommend to Council) articulates the final decisions that have been calculated and endorsed based on the Southern Midlands Council Community Small Grants Program 2022 assessment;*
- 4. The financial allocations for the sixteenth round of the Southern Midlands Council Community Small Grants be subsequently submitted to the next Full Council meeting for ratification; and*
- 5. The Committee requests Council consider that the budget for the Southern Midlands Community Small Grants Program 2023 be increased to \$40,000.*

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

8. COUNCIL OWNED HALLS & BUILDINGS

8.1 GENERAL

Heritage Building Solutions undertook a building inspection and facilities maintenance assessment on all Council buildings. This report provides information on maintenance required and when it should be undertaken over the next 5 years.

8.2 CAMPANIA HALL

Fascia, window and downpipes were replaced due to vandalism.

8.3 CAMPANIA WAR MEMORIAL HALL

Nil.

8.4 COLEBROOK MEMORIAL HALL

Gutters were cleaned and repairs to the lights in supper room. Roof leaks were repaired.

8.5 VICTORIA MEMORIAL HALL, KEMPTON

Southern Midlands Community Small Grants Program 2021-2022 contributed \$2,950 for floor sanding and finishing

Minor repairs have been carried out on the roof to mend leaks and repairs to the toilets.

Windows to be looked at, it was stated they may have been painted shut.

8.6 GAY STREET HALL

Gutters were cleaned by Gutter Vac.

Council has made an allocation as per Brad Williams Oatlands Community Hall Works Program (attached).

8.7 MANGALORE COMMUNITY HALL

The gutter and roofing has been replaced on the hall.

8.8 OATLANDS COMMUNITY HALL

Southern Midlands Community Small Grants Program 2021-2022 contributed \$3,000 towards kitchen refurbishment.

8.9 OATLANDS AQUATIC CLUB BUILDING

Nil.

8.10 MIDLANDS MEMORIAL COMMUNITY CENTRE

Due to build-up of debris the gutters are routinely cleaned every 3 months. The roof over the Bargain Centre has recently been replaced.

8.11 WOODSDALE HALL

Nil.

8.12 ROCHE HALL

Nil

8.13 COMMUNITY LEARNING & DEVELOPMENT CENTRE - LEVENDALE

In February 2017 the Education Department transferred the site to Council with the following being noted:

The transfer from the Crown to the Southern Midlands Council is subject to the following conditions:

- *The estate and interest in the Land determines and reverts to the Crown upon the occurrence of any of the following:*
 - a. *The Land is not or no longer being used for the Permitted Purpose; or*
 - b. *The Transferee enters into an agreement with any other person to sell or otherwise transfer the Land (or any part thereof)*

The Permitted Purpose means the use of the Land for community use and all reasonable ancillary purposes.

While the title is being transferred to the Southern Midlands Council they will not enjoy an unencumbered freehold interest in the property rather they will have the right to utilise the property for community purposes.

Should they have no further community purpose for the property the land will revert to the Crown for no consideration.

The Southern Midlands Council will be responsible for the maintenance and upkeep of the building while it continues to be utilised for community purposes.

Two Community meetings were held to understand any community future aspirations for the site prior to making any decisions regarding the future of the property and whether ownership should revert to the State (i.e. in accordance with the Transfer Agreement).

Council has advised the State Government (Property Services, formerly known as Crown Land Services) that the property is no longer being used for “Community Purposes” as defined in the Transfer Deed which transferred ownership from the State to the Council.

Based on the reversionary clause that was included in the Transfer Deed, it be recognised that ownership of the property should revert to the State Government.

An email was sent Property Services in August to advise that the Levendale Community Centre is no longer being used for community purposes and as such, in accordance with the Transfer Deed, ownership should revert to the state.

Oatlands Aquatic Centre

An update was provided by Adam Briggs, Oatlands Aquatic Centre Coordinator:

There has been a delay in the handover of the pool to Council, predominately due to an issue with TasNetworks who are undertaking an investigation with the solar panels that needs to be assessed; nevertheless it is still on track to be open by the Oatlands School holidays, though there is no firm date.

The official opening will be the 15th November 2022 (though it was noted the pool will be open prior to this date).

Works are being done by Council on the carpark and should be completed in the next two weeks, and the signage and painting on the outside of the building will be completed by the opening date.

RECOMMENDATION

THAT the information and actions in relation to Council Owned Halls and Buildings, detailed in Item 8, be received and progressed.

DECISION

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

THAT the information and actions in relation to Council Owned Halls and Buildings, detailed in Item 8, be received and progressed.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

9. COMMUNITY OWNED HALLS

9.1 BROADMARSH ELDERSLIE COMMUNITY HALL

The Broadmarsh & Elderslie Progress Association, (BEPA) were successful in obtaining a \$1,550,000 plus GST as part of the Black Summer Bushfire Recovery Grants Program. The funding is for building improvement to enable a fully functional and accessible emergency response and recovery centre to cater for the needs of the community in the event of future emergencies and/or evacuations. This grant and the project is a joint venture between the BEPA and Council.

9.2 BADEN COMMUNITY HALL

No further action is being undertaken by Council in respect of the maintenance or upgrading of this building. The status quo appears to remain that the land owner and the local Community are not in alignment in respect of the future of the building.

9.3 MT SEYMOUR COMMUNITY HALL

Nil.

9.4 JERICHO COMMUNITY HALL

Nil.

9.5 LEVENDALE COMMUNITY HALL

Southern Midlands Community Small Grants Program 2021-2022 contributed \$2,000 for installation of a heat pump.

9.6 PARATTAH JUBILEE HALL

Nil.

9.7 STONOR COMMUNITY HALL

Nil.

9.8 TUNBRIDGE TOWN HALL

Nil.

9.9 TUNNACK VICTORIA HALL

Council has reimbursed the Tunnack Hall & Progress Association 50% of their public liability insurance for the year 2021/22

RECOMMENDATION

THAT the information and actions in relation to ‘Community Owned Halls’ detailed in Item 9, be received and progressed.

DECISION

Moved by Cllr A Bantick, seconded by Deputy Mayor E Batt

THAT the information and actions in relation to ‘Community Owned Halls’ detailed in Item 9, be received and progressed.

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

10. COUNCIL OWNED RECREATION GROUNDS

10.1 CAMPANIA RECREATION GROUND

Southern Midlands Community Small Grants Program 2021-2022 contributed \$2,790 for electrical sub board upgrade at the clubrooms.

10.2 COLEBROOK RECREATION GROUND

Nil

10.3 KEMPTON RECREATION GROUND

Southern Midlands Community Small Grants Program 2021-2022 contributed \$3,000 for replacing the carpet in the clubrooms.

10.4 MANGALORE RECREATION GROUND

Southern Midlands Community Small Grants Program 2021-2022 contributed \$3,000 towards remediation of arenas.

10.5 MT PLEASANT RECREATION GROUND

Southern Midlands Community Small Grants Program 2021-2022 contributed \$2,500 for purchase of a new fridge in clubrooms.

10.6 OATLANDS RECREATION GROUND

Due to a burst water pipe, repairs to the ceiling were undertaken

10.7 PARATTAH RECREATION GROUND

Nil

10.8 TUNNACK RECREATION GROUND

Nil

10.9 WOODSDALE RECREATION GROUND

Works has been undertaken on the path from the clubrooms to the toilets and sand was put on the ground to make safe for training purposes. Lining of the eaves and ceiling in the toilets have been carried out.

Council has engaged Freestone Building Surveying to undertake a condition report on the 4 buildings, report attached.

10.10 LEVENDALE RECREATION GROUND (FORMER LEVENDALE SCHOOL)

Nil

10.11 RUNNYMEDE RECREATION GROUND

Due to an issue with the bore, a replacement pump was required for the bore.

RECOMMENDATION

THAT the information and actions in relation to ‘Council Owned Recreation Grounds’ detailed in Item 10, be received and progressed.

DECISION

Moved by Cllr D Fish, seconded by Cllr A Bantick

THAT the information and actions in relation to ‘Council Owned Recreation Grounds’ detailed in Item 10, be received and progressed.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

11. COMMUNITY / PRIVATELY OWNED RECREATION GROUNDS

11.1 LEVENDALE RECREATION GROUND

Council continue to provide a contribution of the mowing of the ground.

11.2 BAGDAD RECREATION GROUND

A Bagdad Community Club Precinct Master Plan has been prepared and is currently out for community consultation.

Repairs to the oval has been undertaken to enable cricket to be played there this upcoming season. Damage to the oval was done during an event where vehicles were parked on the oval.

RECOMMENDATION

THAT the information and actions in relation to ‘Community / Privately Owned Recreation Grounds’ detailed in Item 11 be received and progressed.

DECISION

Moved by Clr D Fish, seconded by Clr A Bantick

THAT the information and actions in relation to ‘Community / Privately Owned Recreation Grounds’ detailed in Item 11 be received and progressed.

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

12. PARKS AND PLAYGROUNDS

12.1 GENERAL

12.2 PROGRAM FOR PLAY EQUIPMENT & RELATED INFRASTRUCTURE

12.2.1 Colebrook Park

Nil

12.2.2 Campania Recreation Ground

Nil

12.2.3 Flour Mill Park (Campania)

Nil

12.2.4 Kempton Recreation Ground

Nil

12.2.5 Station Park Kempton

Nil

12.2.6 Mt Pleasant Recreation Ground

Nil

12.2.7 Oatlands Recreation Ground

Nil

12.2.8 Parattah Recreation Ground

Nil

12.2.9 Tunnack Recreation Ground

Nil

12.2.10 Tunbridge Park

Nil

12.2.11 Woodsdale Hall

Nil

12.2.12 Public Open Space (POS) Alexander Circle Campania (Jones Subdivision)

12.2.13 POS Le Compte Place Bagdad (Finlayson Subdivision)

Nil

12.2.14 POS Justitia Court Campania (Scaife Subdivision)

Nil

12.2.15 POS Iden Drive Bagdad (Booth Subdivision)

Replacement of the swing and playground binoculars occurred.

12.2.16 Callington Park Playground

Council has installed 2 new seats and erected lighting & surveillance in the park

RECOMMENDATION

THAT the information and actions in relation to Parks & Playgrounds detailed in Item 12 be received and progressed.

DECISION

Moved by Deputy Mayor E Batt, seconded by Cllr A Bantick

THAT the information and actions in relation to Parks & Playgrounds detailed in Item 12 be received and progressed.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

13. REQUEST FOR SUPPORT BY THE ST MARYS COMMUNITY CEMETERY KEMPTON INC

Author: DEPUTY GENERAL MANAGER (ANDREW BENSON)

Date: 11th September 2022

Attachments:

- 1. Request for \$5,000 from St Mary's Community Cemetery Kempton Inc;*
- 2. Copy of the SMC Donations and Community Support Policy*

ISSUES

1. The St Mary's Community Cemetery Kempton Inc application is acknowledged, however this organisation is not named within the Donations and Support Policy;
2. The documentation attached from the Association outlines why St Mary's Community Cemetery should be included within the policy;
3. A determination is required by this Committee in respect of a recommendation to the Council of St Mary's Community Cemetery Kempton Inc., inclusion, or non-inclusion in this policy; and
4. If the recommendation is for inclusion within the policy, then consideration of the request.
5. If the recommendation is non-inclusion, the request will be not further considered

BACKGROUND

It is noted that St Mary's Community Cemetery Kempton Inc had not been formed at the time of the approval by Council of the Donations and Support Policy.

It is unfortunate that the nomenclature of the organisation does not reflect it being a Community Hall.

CURRENT

This Grant has been only issued four times since 2011. The first was to the Levendale Hall Committee Inc, the second was to the Parattah Jubilee Hall Committee Inc., the third to the Broadmarsh Hall and the last one to the Jericho Hall.

The budget allowance for an annual sum of up to \$5,000 for major upgrades / maintenance of Community owned halls is a budget item.

As can be seen from the conditional clauses on which the assessment of this grant funding is based, the criteria which are for the Facilities and Recreation Committee in making a recommendation to Council the approval of the grant. The Committee has to be satisfied that

- 'the funds to be provided by Council are for major upgrades / maintenance only'
- 'that \$5,000 in one lump sum be the maximum that can be contributed by Council over a nine year period'

- 'funds shall be assessed as being value for money as well as being a valuable contribution to building the Community capacity of the area'
- 'the requesting Community Owned Hall Committee shall be financially liquid prior to Council considering funding the project'
- 'Any such allocation of funding would not preclude the relevant Hall Committee from applying for the annual Community Small Grants program'

FOR DISCUSSION

1. **Inclusion or not of St Mary's Community Cemetery Kempton Inc in the Donations and Support Policy.**
2. **Veracity of the request.**

RECOMMENDATION OPTIONS AFTER DISCUSSIONS

A

THAT

1. The Committee recommends to Council that the St Mary's Community Cemetery Kempton Inc, be included in the Donations and Support Policy; and
2. The Committee recommends to Council the approval of a grant of \$5,000 to the St Mary's Community Cemetery Kempton Inc to enable the St Mary's Hall to undertake urgent works as outlined in the Application;

or

B

THAT

1. The Committee recommends to Council that the St Mary's Community Cemetery Kempton Inc, be not included in the Donations and Support Policy, which therefore precludes the consideration of the funding request.

or

C

THAT

1. The Committee recommends to Council that the St Mary's Community Cemetery Kempton Inc, be included in the Donations and Support Policy; and
2. The Committee recommends to Council not to approve a grant of \$5,000 to the St Mary's Community Cemetery Kempton Inc to enable works to be undertaken.

DECISION

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

THAT

1. The Committee recommends to Council that the St Mary’s Community Cemetery Kempton Inc, be included in the Donations and Support Policy; and
2. The Committee recommends to Council the approval of a grant of \$5,000 to the St Mary’s Community Cemetery Kempton Inc to enable the St Mary’s Hall to undertake urgent works as outlined in the Application; and
3. Decisions 1 and 2 be confirmed at the next Council Meeting (due to Council being in ‘Caretaker period’).

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Clr A R Bantick	✓	

15. DISABILITY ACCESS AND INCLUSION (DISABILITY DISCRIMINATION ACT)

General discussion.

The committee discussed the issues with disability access at Wallaby Park (Woodsdale Recreation Ground) as Council are the landowners. No decisions have been made but the issue will be discussed further once Council are out of 'caretaker period'.

It was noted that the new Oatlands Aquatic Centre is adequately catered for with disability access. It was also noted that the Midlands Memorial Committee Centre at 68 High Street will have a compliant access that will be provided as part of the Oatlands Aquatic Centre construction.

The Committee again raised the matter of the side access to the Oatlands Council Chambers building and seeks a resolution to this matter in the earliest possible timeframe.

RECOMMENDATION

THAT the information be received and that the Committee seek an update from Council through Council Officers in respect of the side entrance access to the Oatlands Council Chambers.

DECISION

Moved by Cllr A Bantick, seconded by Cllr D Fish

THAT the information be received.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

16. CURRENT BUDGET 2022/2023

Recreation Committee Operating Expenditure Report 2021-22

	2021-22 Budget	Expenditure	Balance	2022-23 Budget
Recreation Committee	5,500.00	3,231.82	2,268.18	5,500.00
Campania Recreation Ground		44,907.18		
Colebrook Recreation Ground		4,365.83		
Kempton Recreation Ground		30,208.65		
Levendale Recreation Ground		111.19		
Mangalore Recreation Ground		3,735.22		
Mt Pleasant Recreation Ground		15,060.21		
Oatlands Recreation Ground		47,112.50		
Parattah Recreation Ground		2,355.64		
Runnymede Recreation Ground		7,428.76		
Tunnack Recreation Ground		4,885.95		
Woodsdale Recreation Ground		11,610.95		
Recreation Grounds	144,719.00	171,782.08	-27,063.08	139,606.00
Campania Memorial Hall		13,703.16		
Campania War Memorial Hall		1,052.54		
Colebrook Hall		4,888.41		
Kempton Hall		12,230.58		
Oatlands Community Hall		7,164.73		
Council Halls	48,600.00	39,039.42	9,560.58	48,600.00
Broadmarsh Hall		40.00		
Mangalore Hall		436.83		
Tunbridge Hall		154.50		
Tunnack (Victoria Hall)		533.67		
Woodsdale Hall		6,682.62		
Community Halls	11,210.00	7,847.62	3,362.38	11,210.00
Community Centre (Oatlands)	7,410.00	10,465.54	-3,055.54	7,410.00

Recreation Committee Operating Expenditure Report 2021-22

	2021-22 Budget	Expenditure	Balance	2022-23 Budget
Community Centre (Levendale)	6,260.00	6,287.92	-27.92	6,260.00
Topiaries	3,250.00	541.92	2,708.08	3,250.00
Alexander Circle Park		790.25		
Anzac Memorial Park		199.14		
Callington Park		12,787.89		
Colebrook Park		5,836.99		
Flax Mill Park		2,867.73		
Flour Mill Park		3,096.87		
Iden Road Park		4,964.21		
Justitia Court		-		
Library Park		632.68		
Lyndon Road Park		1,158.33		
Mangalore Park		1,521.45		
Old Mangalore School Park		134.82		
Station Park		2,640.51		
Tunbridge Park		5,407.84		
Webster's Corner		1,457.01		
Parks & Reserves	170,336.00	43,495.72	126,840.28	173,799.00
Tree Removals	6,000.00	included above	6,000.00	6,000.00
Community Small Grants	30,000.00	31,240.00	-1,240.00	30,000.00
TOTAL	433,285.00	313,932.04	119,352.96	431,635.00

All figures exclude Depreciation

RECOMMENDATION

THAT the information be received.

DECISION

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

THAT the information be received.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	✓	
Deputy Mayor E Batt	✓	
Cllr A R Bantick	✓	

17. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

Nil.

18. NEXT MEETING

To be advised.

19. CLOSURE

The meeting closed at 1.07 p.m.

**LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE
MINUTES**

Monday 19th September 2022

**Council Chambers
Oatlands
3.00 p.m.**

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LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE

MINUTES

Monday 19th September 2022

3.00 p.m.
Council Chambers
Oatlands

MEMBERS:

Chairman: Councillor Don Fish (Proxy: Clr R McDougall)

Parks & Wildlife Rep: Oliver Lawler (Proxy rep: t.b.c)

Resident Representatives: Mrs Maria Weeding, Mr Athol Bennett, Dr Robert Simpson, Mrs/Clr Karen Dudgeon, Ms Helen Geard, Mrs Jenni Muxlow
Brad Williams (Council's Manager Heritage Projects) attended the meeting at 3.15p.m. for item 4.3.

The meeting opened at 3.00 p.m.

1. ATTENDANCE

Councillor Don Fish, Councillor Rowena McDougall, Athol Bennett, Maria Weeding, Robert Simpson, Helen Geard, and Karen Dudgeon (from 3.20p.m.).
Brad Williams (Council's Manager Heritage Projects) attended the meeting - 3.15 to 3.45 p.m.).

2. APOLOGIES

Oliver Lawler.

It was noted, that Oliver Lawler has advised by email that he is moving to another area in Parks and Ben Storer will now be the contact for Parks. Ben will advise as to the new representative for this Committee in due course.

3. CONFIRMATION OF MINUTES

The Committee to confirm the 11th April 2022 minutes.

RECOMMENDATION

That the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting held on 11th April 2022.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

MOVED Dr Robert Simpson

SECONDED Mr Athol Bennett

THAT the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting, held on 11th April 2022.

CARRIED

4. BUSINESS ARISING FROM PREVIOUS MEETING

4.1 FORESHORE PATHWAY - NEW PLUS EXISTING PATH UPGRADE (SECTION)

For information: The final funds from this project saw the Australian Government give approval to use these funds for repairs to the bitumen surface in the car park beside the foreshore toilet block. Conditions on the approval meant that works needed to be completed in April. The works were undertaken and the final report for the project was submitted to the Australian Government in early May 2022. A reply letter was received from the Australian Government to indicate that the project had been assessed as complete as of 14th May 2022

RECOMMENDATION

That the information be noted.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted.

4.2 VISITOR BROCHURE

Following on from the last meeting of the committee, a draft of the brochure was given to a graphic designs person. The brochure was tabled at the meeting for the committee to view and make comment.

The committee were very complimentary as to the overall design and content of the brochure. There were some small changes suggested which have been captured to pass on to the design person. It is anticipated that the final draft will be completed in the next week. Printing of the brochure has been arranged for early October.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted and the brochure printed once the minor changes have been completed.

4.3 CALLINGTON PARK – UNISEX ACCESSIBLE TOILET + BABY CHANGE TABLE – PROPOSAL

{Brad Williams attended the meeting for discussion of this item.}

Since the last meeting of the committee:

- the Terrain Group provided additional samples of colour options for the exterior cladding (as requested from our last meeting).
- a meeting was held with the Senior Planning Officer to go over the proposal, which included an on site visit re the proposed location.

- Further options on screen designs, that include Australian wildlife, have been researched.
- A meeting with the Heritage Dept Manger was held to go over the design – exterior cladding and overall profile of the building was the main discussion.
- Further meetings and research has been undertaken in regard to exterior cladding options and roof profile options. This is to make sure that we can best blend into the heritage aspects of the overall area, whilst also ensuring that we have a high standard easy clean and low maintenance toilet facility that meets the regulatory Australian standards as well as the expectations of users. All other aspects of the location and size of the proposed toilet block are as previously discussed.

The committee was briefed on the outcome of the above. Discussion ensued. It was suggested that the cladding be a heritage style brick block, (likely or similar: Sanselmo bricks – from Austral Bricks?). The Sanselmo style are the same bricks that have been used at the new distillery and at the new Aquatic Centre. Continue to pursue the skillion roof design (subservient building to the main BBQ hut on site), so as to not promote the toilet building as a feature. This way the roof line is similar in context as the pig sty building skillion roof line to the forge (pitched roof) at the adjoining Callington Mill site. Agreed on proposed galvanised roof and a screen at the front of the building. Brad Williams outlined the Planning Scheme implications and how criteria required should be addressed. Brad will assist with context and preparing information ready for a Development Application to Council. The assessment will be sent to an external consultant for evaluation. Prior to this, Maria to engage a person to draw up the building design and other information required for the planning process assessment.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted and that the process of obtaining all required for a Planning Development application be progressed.

{Brad Williams left the meeting at 3.45 p.m.}

4.4 BUDGET FOR 2022/2023

The proposed budget for 2022- 2023 was forwarded to Council for consideration. The following outlines the activities that have been funded for the committee in 22/23.

MOVED Mrs Karen Dugeon
SECONDED Dr Robert Simpson
THAT the budget be noted and accepted.

CARRIED

0	Item/Activity	Lake Dulverton & Callington Park Management Committee 22/23 Works Schedule and Budget Detail	NEW Budget Request 22/23
	Callington Park	Additional funds (mainly underground power costs) to install lighting and surveillance at Callington Park- due to increase in costs. (Currently committee has own funds for bulk of the expenses associated with this- up to \$10,000 if required).	4000
	Callington Park	Single on site toilet, D/A compliant with baby change table \$80,000. Slab works, Sewer and plumbing work, electrical works. installation of supplied toilet black building. \$60,000	140000
	Callington Park	Installation of table and seats (already purchased). Possilby funded through Operating budget of Works & Services Dept.	0
	Callington Park	Well - stone work at the top of the well	2000
	Lake Dulverton - tourism (special project)	Brochure for visitors to the area re Lake - environs, flora & fauna info. Graphic Designer and printing of flyers.	5000
	Lake Dulverton foreshore & corridor	Planting on foreshore and general work as required - \$2000. Solar lights - purchase and installation. \$1800	3800
	Midlands Water Scheme	Operating budget - purchase of water for Lake Dulverton (Note: Current budget + 10%)	25800
	Marys Island	Investigate fesibility of some form of access from end of Mahers Point across to Marys Island. Planning, public consultation and preliminary engineering.	0
			\$ 180,600

5.0 TREASURER'S REPORT

A statement detailing Receipts and Expenditure for the 2021/2022 financial year to 30th June was tabled at the meeting.

A statement detailing Receipts and Expenditure for the financial year 2022/2023 to date was tabled at the meeting.

RECOMMENDATION

That the statement detailing Receipts and Expenditure for the 2021/2022 financial year be received and noted.

That the statement detailing Receipts and Expenditure for the 2022/2023 financial year to date be received and noted.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

MOVED Mrs Karen Dudgeon

SECONDED Mr Athol Bennett

THAT the statement detailing Receipts and Expenditure for the 2021/2022 financial year be received and noted.

CARRIED

MOVED Dr Robert Simpson

SECONDED Mrs Keren Dudgeon

THAT the statement detailing Receipts and Expenditure for the 2022/2023 financial year to date be received and noted.

CARRIED

SOUTHERN MIDLANDS COUNCIL
LAKE DULVERTON / CALLINGTON PARK MANAGEMENT COMMITTEE

STATEMENT OF RECEIPTS AND PAYMENTS
FOR THE PERIOD 1st JULY 2021 TO 30th JUNE 2022

<u>RECEIPTS</u>	<u>PAYMENTS</u>	
Opening Balance 01.07.21 Commonwealth Bank Account *	\$ 20,541.69	
Lake Dulverton - Foreshore Improvements New & Upgrade	\$ 220,000.00	Project G3020006 (Lake Dulverton Pathway) \$ 221,340.68 WIP 30.06.21 \$121,583.30
Lake Dulverton - Foreshore improvements		Project C3020004 \$ 1,183.33
Callington Park - Two seats with back & arm rests	\$ 7,000.00	Project C3020002 \$ 4,686.67
Callington Park - Lighting and surveillance	\$ 6,000.00	Project C3020002 \$ 12,496.50
Lake Dulverton - Committee budget	\$ 2,000.00	Project 302 - 7053 (Lake Dulverton) \$ 314.40 Advertising Lake Dulverton Management Plan
Lake Dulverton foreshore - Solar lights	\$ 1,800.00	Project 302- 5015 (Dulverton Corridor) \$ 562.50 Panzer 540 herbicide, Streetlight
Lake Dulverton Brochures (Tourism)	\$ 5,000.00	Project 407 - 7057 (Callington Park) \$ 480.18 Bubbler, Panzer 540 herbicide
Callington Park - Repairs to well	\$ 2,000.00	
Tas Irrigation - Water operational costs	\$ 25,800.00	Operational Charge (Oct/Nov) \$ 6,450.00
		Asset Renewal Levy (Oct/Nov) \$ 2,552.05
		Water Usage (Dec) \$ 19,904.86
Interest	\$ 102.00	
Donations (Banked)	\$ 5,976.55	
Donations (Over counter SMC)	\$ 340.00	
		Bank Charges \$ -
		Total Expense to date \$ 269,971.17
		Funds on hand \$ 26,589.07
		<u>\$ 296,560.24</u>
		<u>\$ 296,560.24</u>

Funds on hand are represented by:

Comm. Bank Account No.06 7004 28003859 - 30.06.22	\$ 26,620.24
Special Projects - Unexpended Budget	-\$ 31.17
	<u>\$ 26,589.07</u>

SOUTHERN MIDLANDS COUNCIL
LAKE DULVERTON / CALLINGTON PARK MANAGEMENT COMMITTEE

STATEMENT OF RECEIPTS AND PAYMENTS

For the period 1st July 2022 to 9th September 2022

RECEIPTS	\$	\$	\$	COMMENTS
Opening Balance 01.07.22 Commonwealth Bank Account	26,620.24			
Capital				
Callington Park - Continuation of lighting and surveillance	4,000.00	Project C3020002	0.00	
Callington Park - Toilet	140,000.00	Project C4070055	0.00	
Operating				
Callington Park - Repairs to well	2,000.00	Project 302 - 7053	0.00	
Lake Dulverton foreshore - solar Lights	1,800.00	Project 302 - 5015	20.20	Cement
Lake Dulverton Brochures	5,000.00	Project 202 - 5001	1,333.33	Workhorse studio
Lake Dulverton - Committee Budget	2,000.00	Project 302 - 7053	0.00	
Tas Irrigation - Water Operational Costs	25,800.00	Operational Charge	0.00	
		Asset Renewal Levy	0.00	
		Water Usage	0.00	
Interest	0.00	Bank Charges	0.00	
Donations	0.00			
		Total Expense to date	\$ 1,353.53	
		Funds on hand	205,866.71	
		\$ 207,220.24	\$ 207,220.24	
Funds on hand are represented by:				
Comm. Bank Account No.06 7004 28003859 - 01.07.22	26,620.24			
Special Projects - Unexpended Budget	179,246.47			
	\$ 205,866.71			

6.0 OTHER MATTERS

6.1 TAS IRRIGATION WATER AUDIT

Tasmania Irrigation informed Council that the Lake Dulverton water from the Midlands Water Scheme had been selected for a random audit. Several users of the scheme each year are audited, so this is not unusual. It is our first audit since the scheme commenced in 2014. A phone meeting was held on 2nd August 2022, looking at the water usage and for the 19/20, 20/21 and 21/22 years. Maria Weeding and Helen Geard provided a lot of information as to the water levels and rainfall records and charts that had been generated as part of the monitoring of the lake levels in the 2.2Ha and 51Ha area of the Lake where the TI water is held. The management of aquatic weeds (cumbungi) and the shore weeds was also noted. Tas Irrigation audit committee raised no concerns on the range of matters covered (normal audit process questions – as applicable to water being stored in a Lake, ignoring irrigation application questions). Tas Irrigation issued their report on 31st August 2022. Southern Midlands Council have been asked to sign the report as part of the normal close out process of an audit being undertaken.

RECOMMENDATION

That the information be noted.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted.

6.2 MAHERS POINT – HISTORY IN WALKWAY BROCHURE

Recently contact was made with Council in relation to Mahers Point cottage. A relative of a Rhoda Poole was doing some research and the Poole family bought the site in 1860 from a John and Elizabeth Golder. Council had been contacted in that some of the information that was in Council's Dulverton Walking Track brochure was not 100% correct in respect to the Mahers Point item. Research data revealed that the site was not ever owned by the Maher family, rather they lived there for a number of years.

It is proposed that the walkway brochure be updated to reflect the new Mahers Point information. See attached – emails and proposed new brochure wording. It was noted for clarification – there are no plans to change the name of the land area – Mahers Point. The new wording, as proposed, was agreed.

RECOMMENDATION

That the information be noted.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted.

6.3 MAHERS POINT – PREVENTING GENERAL TRAFFIC GOING ON TO MAHERS POINT

People has been driving on a section of the fore shore land - Mahers Point land (which is owned by Council). There has been some concern from local residents in the area and they are seeking a solution to prevent access to the site by vehicles. There is a possible solution of placing some large rocks at a narrow point from the Mahers Point cottage land boundary fence across to the foreshore bank. Other options could be considered – such as an agriculture style fence with a gap where the walking track is. Alternatively – just a sign initially. For discussion

This agenda item was discussed at length. Eventually it was agreed that simply placing ex hydro poles lying flat on the ground would be an easy and less invasive (visually and physically) method vehicle control. The poles would achieve the desired outcome of preventing traffic from driving in the area, but still allow for easy access by any pedestrians.

Some of the committee members have access to good quality used poles. It was agreed that this option of placing some poles on the ground, in an alignment parallel to the old rail line walkway would be the best outcome to fit in to the landscape. See attached photos and map.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted and the poles be sourced to place in the location as described.

6.4 OTHER MATTERS.

6.4.1 Tree branches – trimmed or blown down – needing a tidy up / clean up

It was noted that there were several trees that were trimmed in the last few months on sections of the foreshore. Several branches have been left in situ to decay. There are a few that have been left partially in the lake water. There is one or two trees that have also fallen over on a steep bank area at Freds Point. It was decided that some of the committee members will have a working bee to tidy up the vegetation. Leaving the branches as they are allows for dense rank grass to grow and this can be a fire hazard and a haven for snakes.

RESOLVED

THAT the information be noted.

7.0 NEXT MEETING

To be determined – once a design and drawings for the proposed toilet block are available.

The meeting closed at 5.05 p.m.

* * * * *

CONFIRMED THIS DAY OF....., 2022

.....CHAIRMAN

Ⓐ Proposed wording.

Update to the Lake Dulverton Walking Track Information Guide, Edition 11 November 2021 (available on the Southern Midlands Council website)

DRAFT UPDATE

Mahers Point Cottage

The land, including the point, was originally 'a location' (granted) to Mr Daniel Dillon. It is understood, that the cottage was built in the late 1830s or early 1840s. The 1843 District Census records show that Mr Dillon was living in a brick cottage on the site. Ownership then changed to John and Elizabeth Golder followed by John and Rhoda Poole. In 1887, following the death of John Poole, William Gilderson (step son) inherits the property and he and later his wife Fanny own the property to at least 1910.

The valuation roll of 1895 shows that a Mr Francis (Frank) Maher and his wife Jane were the cottage tenants. It is believed, they had 14 children however a number died in infancy. It seems that the land was locally referred to as Mahers Point before later being adopted as its official name.

In 1925 the Maher family were no longer recorded as tenants. By 1950 the local baker RT Fish of Oatlands owned the property, with the cottage being rented out to tenants. There were several families that rented the cottage including the Carnes family for many years. The last tenant in the house was Phyllis Medhurst who was there until 1982. The cottage remained vacant and consequently fell into disrepair due to extensive vandalism. In 1995 the then 'ruin' was purchased by the Southern Midlands Council from the Estate of RT Fish.

Community volunteers set about renovating the cottage over the next 18 years, by carefully conserving / restoring the building back to being lockable and weather proof. In 2014 Council decided that the land parcel on the point would be kept for public use, with the cottage being put up for sale. The former rail line route determined the split of the land parcel into two discrete blocks. By 2016 the cottage was in private ownership and continues to be restored.

CURRENT WORDING

Maher's Point Cottage

Recorded in the 1842 District Census, this cottage, constructed of locally handmade bricks and since rendered, was probably built in the late 1830s or early 1840s. The land, including the point, was originally 'a location' (granted) to Daniel Dillon. One of the first residents was Denis Maher – he was a guard at the Oatlands Gaol.

The original two roomed cottage had a weatherboard annex added in the early 1900s and was the home to a number of local families, being last used as a residence in the late 1970s.

(B) Background notes/research.

Maria Weeding

From: Lisa Hutton [REDACTED]
Sent: Saturday, 6 August 2022 11:42 PM
To: SMC Mail
Subject: Lake Dulverton Walking Track brochure

Dear SMC

I refer to the brochure published by the Council as a guide to the Lake Dulverton Walking Track (Aug 2016 edition) which has been useful in researching ancestors who lived in the Oatlands district from the 1850s. The entry relating to Mahers Point Cottage was of particular interest as it seems very likely to have been the home of my GGG grandmother Rhoda Poole née Bailey, formerly Higgins.

Rhoda and her second husband John Pool(e) moved to the Oatlands district c 1854 renting first from James Brock at *Woodbank* and moving into Oatlands itself around 1858. In 1860 Pool bought from John & Elizabeth Golder a block of 3 acres, 20 perches on the Esplanade at the end of Chatham St, on modern maps shown as Mahers Point.

This land had originally been granted to Daniel Dillon and Dillon's name appears there on the Town Grant Charts overlay available from TheList website. Dillon was living in a brick cottage on the site in the 1843 census.

Rhoda and John Poole lived in a cottage on this land until Rhoda's death in 1862. John remained there for some years further.

According to the brochure Mahers Point was named in honour of Denis Maher, former Chelsea Pensioner, later Oatlands constable & shoemaker and reportedly 'one of the first residents' of the cottage on Dillon's land. However I was unable to find any primary sources confirming a link between Maher and this site. Maher did acquire some land of his own on the shores of Lake Dulverton (5 acres, 1 rood in 1858 at Freds Point) but the following year conveyed it to EF Sanderson and seems never to have lived there.

I contacted the Oatlands Historical Society to see if they could shed any light on the subject and Stephanie Burbury has been kind enough to send me the following reply:

I do agree with you that perhaps Denis Maher didn't live there, however I talked to a woman, Joan Cantwell (93 years of age) yesterday, and she said that her mother grew up in the house above Maher's cottage known as "Bleak House". She (Agnes McDermott) was born in 1899 and she could remember the Maher family of about 13 children living there when she was young.

With that information to go on it now seems that the Maher after whom Mahers Point was named was actually Francis Joseph Maher (1861-1937) a younger son of Denis Maher the Chelsea Pensioner.

Starting with the valuation roll of 1895 Frank Maher was occupying a house & 3 acres, 15 perches at Oatlands owned by 'MJ Gilbersen, Kindred.' From subsequent entries it is clear that the latter name was a mistranscription of 'WJ Gilderson'. William John Gilderson, John Pool's stepson, had inherited the property when John died in 1887.

Frank J Maher and his wife Jane Spencer Payne are reputed to have had 14 children although a number died in infancy. Quite a few of them must have been born at the Mahers Point property.

Frank and Jane seem to have separated at some point as she is named as the tenant in 1910 and the owner is now Fanny Gilderson, William Gilderson's widow. The Mahers were no longer living at the Esplanade by

the time of the 1925 valuation roll but their occupation of the property must have led to the Point being referred to locally as Mahers Point, later adopted as its official name. There's also a possibility Jane rented part of the Esplanade from the Oatlands Council, perhaps for grazing, from 1906. The Daily Telegraph of 8 Oct 1906 names the successful tenderer as 'Mrs Ian Maher'.

It occurs to me that if ever you are preparing a revised version of the walking track brochure you may wish to correct the entry for Mahers Point. I would be happy to supply references for any of the information above if that would be of interest.

Best regards

Lisa Hutton

Maria Weeding

From: Maria Weeding
Sent: Tuesday, 9 August 2022 9:12 AM
To: [REDACTED]
Cc: Helen Geard
Subject: Mahers Point - Walking track brochure

Hello Lisa

Thank you for your email 6th August 2022.

I wanted to also thank you for your thorough research re the Mahers Point cottage. Great work.

It is quite easy for us to update the walking track brochure and correct the information.

To be clear then – I am interpreting what you wrote shows that the Maher family never actually owned the cottage, but rented the house from WJ Gilderson.

Secondly – you mention Francis Joseph Maher (1861-1937). Then you write about Frank J Maher – so is it correct that Francis J Maher and Frank J Maher are the same person, and Francis has been referred to as Frank???

Just would like these two points confirmed before changing the text in the walking track brochure.

Glad that you spoke with Stephanie Burbury and also having captured Joan Cantwell's memory of the site. Joan is great as she is a well respected legend for history in the Oatlands area.

Look forward to hearing from you.

Regards

Maria

Maria Weeding
NRM Unit Manager



Note: Workdays Monday & Tuesday

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www.southernmidlands.tas.gov.au

Maria Weeding

From: Lisa Hutton [REDACTED]
Sent: Tuesday, 9 August 2022 10:58 PM
To: Maria Weeding
Subject: Re: Mahers Point - Walking track brochure

Hi Maria

Delighted to receive your positive reply.

Yes, so far as I can see from historical land transaction records available from <https://maps.thelist.tas.gov.au> and from 19th century valuation rolls the Maher family were never the owners of the cottage.

The land on which it was situated passed from Daniel Dillon to Elizabeth & John Golder/Goulder (1846) thence to John Poole (1860, although the valuation roll shows Poole as owner from 1858). William Gilderson, by then teaching at Kindred, inherited it in 1887 and his widow Fanny became owner when William died of typhoid in 1895.

And yes, Francis Joseph Maher and Frank J Maher are indeed the same person.

I have a suspicion that Jane Maher née Payne was actually the driving force in the Maher household rather than husband Frank. After the family had left the Mahers Point cottage Jane owned a couple of properties in Marlborough St in one of which Frank was her tenant after she had moved to Melbourne. Frank's biggest claim to fame seems to have been fathering all those children!

Now that I know of its existence thanks to the brochure I'm planning to visit the cottage when next in Tasmania. Rhoda Poole died there and she and two of her daughters, my ancestor Elizabeth Ransley and Mary Ann Robinson (2nd wife of businessman John Robinson), are buried across the road in the old Oatlands General Cemetery.

Further, John Poole and his second wife Sarah Gilderson were actually married at the Mahers Point cottage in 1870 so it's a site with lots of family significance.

That's way more information than you needed but that's family history nerds for you ... just press play!

Regards

Lisa

Helen Geard

From: Lisa Hutton [REDACTED]
Sent: Tuesday, 6 September 2022 2:08 AM
To: Helen Geard
Subject: Re: Mahers Point - Walking track brochure

Hi Helen & Maria

You've been busy. Good to know more about the recent history of the site.

One correction: it's Rhoda Poole not Rhonda.

I'm not actually sure how long Fanny Gilderson's ownership of the property lasted, 1910 is the last date in my notes, apart from having checked that the Mahers were no longer there in 1925 (the last valuation roll I can access on line). Don't think I checked the years 1911-1924 but perhaps you have?

Only other comment relates to the sentence:

The land was locally referred to as Mahers Point before later being adopted as its official name.

As this is just my speculation (unless you've found other evidence) it might be wise to qualify it eg 'It seems that the land was locally referred to ...'

The list website provides the information that the name was adopted thus:

Meeting 194: Approved from Names on Lake Sorell II Appendix No. 5/194.

Which is presumably a reference to meeting 194 of the Nomenclature Board but a date would be more helpful for present purposes!

Still looking forward to seeing the site in person - dispatched my brother the other day to take some photos for me but it looks like March 2023 is firming up for a visit.

Cheers for now.

Lisa

Helen Geard

From: Lisa Hutton [REDACTED]
Sent: Tuesday, 6 September 2022 6:27 PM
To: Helen Geard
Subject: Re: Mahers Point - Walking track brochure

Hi Helen

Perfect. Poole is fine - in the records both spellings are used but I prefer the longer version which sounds more like a name & less like a leisure facility! Furthermore John was transported as 'John Poole'. Unlike my ancestors who were mostly thieves, John Poole was a machine breaker, a bit in the style of the Tolpuddle Martyrs so a top of the range convict.

More than happy for my emails with my name to be made available to the Management Committee & published with the minutes. One of these days the results of my research will be published on the web in any case. If anyone would like more information about the Pooles, Ransleys or Higgins in Oatlands & Tunnack I would be happy to help if I can. There's Baileys in the mix too, including a former owner of the Kentish Hotel, John Bailey, but they take a bit of sorting out.

Cheers

Lisa

On 06/09/2022 03:15, Helen Geard wrote:

Hello Lisa

Attached is version 2 based on your comments.

Fixed Rhoda – thank you. I have changed Pool to Poole is this right for both Rhoda and John? Both spellings are used in your history.

I couldn't track down the ownership of the cottage past 1910 so have changed the wording.

I have added "it seems" that the land was locally referred to as Mahers Point.... We don't have any official proof either!

It would be nice to have a date for meeting 194 but suspect that would take some tracking down.

Any further?

One last question – Maria was wondering if she could attach your emails with/without your name (but with no contact email details) to the agenda and then minutes (publicly and permanently available) of the Lake Dulverton and Callington Park Management Committee of the Southern Midlands Council? A meeting is being held on 19 September 2022 and she would like to capture the history you have recorded within the emails.

Many thanks



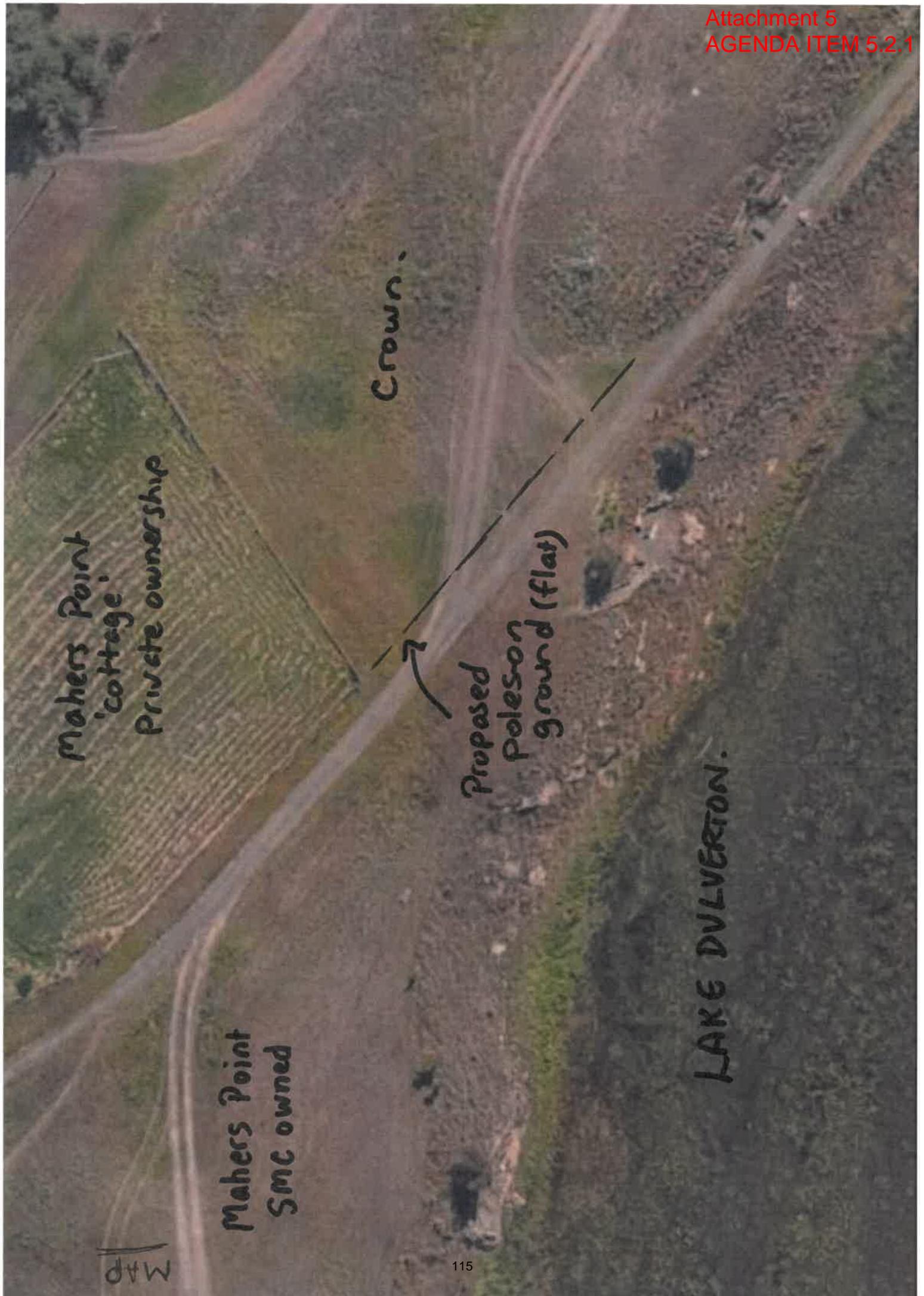
Possible fence line from base of bank parallel to walking track finishing at post in distance – approx. 55M



View looking back to bank from post.



Alternative option – fence or rocks from post directly across to Lake edge. Approx. 40M



Mahers Point
'cottage'
Private ownership

Crown.

Proposed
Poleson
ground (flat)

MAHERS POINT
SMC owned

LAKE DULVERTON.

MAP



**SOUTHERN TASMANIAN COUNCILS' AUTHORITY
DRAFT MINUTES**

**Minutes of a meeting of the Southern Tasmanian Councils Authority held on
22 August 2022 commencing at 11.00am**

- Present:**
- Brighton Council –Mayor Leigh Gray and Mr James Dryburgh**
 - Derwent Valley Council – Mayor Michelle Dracoulis and Mr Dean Griggs**
 - Huon Valley Council – Acting Mayor Sally Doyle and Jason Browne**
 - Sorell Council - Robert Higgins**
 - Central Highlands Council – Mayor Loueen Triffitt**
 - Southern Midlands Council - Mayor Alex Green and Mr Tim Kirkwood**
 - Hobart City Council – Deputy Lord Mayor Helen Burnet and Ms Kelly**
 - Grigsby Tasman Council – Mayor Kelly Spaulding and Mrs Kim Hossack**
- Apologies:**
- Glamorgan/Spring Bay Council - Mayor Robert Young and Mr Greg Ingham**
 - Central Highlands Council –Ms Lyn Eyles**
 - Sorell Council - Mayor Kerry Vincent**

1. Welcome and apologies

The Chair opened the meeting at 11.05am.

Apologies for the meeting were noted and are listed above.

Moved: Mayor Gray

Seconded: Mayor Spaulding

CARRIED



2. Presentation on Cat Management

Cat Management Coordinator of Southern Tasmania Dr Sara Balouch gave a presentation to the Board on the second phase of Tassie Cat Project.

A copy of the presentation to be provided by emailed to board members.

Further information can be found at:

<https://www.tassiecat.com/>

Here's a link to a short article that you may be interested in:

<https://www.agriculture.gov.au/about/news/media-releases/research-reveals-impact-feral-cats-agriculture>

3. Presentation on Destination Southern Tasmania

Chief Executive Alex Heroys provided the Board with an update on Destination Southern Tasmania. His presentation included a Cruise Ship update for Tasmania, A letter will be sent to Councils soon for assistance updating images and data of council assets for the Australian Tourism Date Warehouse (ATDW).

Further information can be found at:

<https://southerntasmania.com.au/>

<https://atdw.com.au/>

A copy of the presentation to be provided by emailed to board members.

4. Confirmation of the minutes of the meeting held on 23 May 2022

The minutes of the meeting of the Southern Tasmanian Councils Authority (STCA) Board held on 23 May 2022 were confirmed as a true record of that meeting. With a minor amendment to point 4 the seconded should read Deputy Mayor Curran.

Moved: Mayor Dracoulis
Seconded: Mayor Spaulding
CARRIED



5. Matters Arising

- 5.1 Correspondence from Latrobe and West Coast Councils
- 5.2 Correspondence sent to Hon, Roger Jaensch, Minister for Environment and Climate Change
- 5.3 Correspondence received from Deputy Premier Michael Ferguson MP
- 5.4 Related Party Declarations for STCA members

STCA Board note all matters arising.

Moved: Mayor Gray

Seconded: Acting Mayor Doyle

CARRIED

6. Regional Climate Change Initiative Update

The Board reviewed the Regional Climate Change Initiative (RCCI) quarterly report.

The Board endorsed the Regional Strategy – adapting to a changing coastline in Tasmania, Final Draft.

The RCCI ‘Comment/Endorsement’ document requires some minor amendments to page 3.

The Board also endorsed the document ‘Regional Strategy – Adapting to a Changing Tasmanian Coastline’ provided for Media release.

Moved: Deputy Lord Mayor Burnet

Seconded: Mayor Spaulding

CARRIED

7. STRLUS Southern Regional Planning coordinator position

The Board discussed the option of assisting the State Planning office with the new Southern Regional Planning coordinator position, with Hobart, Sorell and Brighton Councils putting their hands up to work together on the Governance.

The motion agreed on is for the STCA Board to accept the \$300,000 on offer from State Planning Office and create a sub-group of Councils to work together to create a Governance Structure to deliver the project. STCA to send a formal letter will be sent to the State Planning Office advising of this.

Moved: Mayor Gray

Seconded: Deputy Lord Mayor Burnet

CARRIED



8. Representation Updates

8.1 PESRAC – Southern Committee

No update could be provided as Mayor Vincent was an apology.

8.2 TasWater

The Chair advised there was nothing to report on TasWater,

9. Project Updates

9.1 South East Regional Development Authority (SERDA)

Robert Higgins gave the Board a brief update on the South East Regional Development Authority noting the new Jobs Hub board is finalised and up and running.

9.2 South Central Sub-region

Mayor Gray provided an update on the Jobs Hub advising there is a 2 year anniversary celebration in September.

10. Financial Statements

The Board reviewed and noted the 30 June 2022 Financial Statement Report.

Moved: *Mayor Spaulding*

Seconded: *Deputy Lord Mayor Burnet*

CARRIED

11. Governance and Audit Committee meeting minutes

The Governance and Audit Committee meeting minutes from 8 August 2022 were noted.

Moved: *Deputy Lord Mayor Helen Burnet*

Seconded: *Mayor Dracoulis*

CARRIED

12. Other Business

- The Chair spoke about the individual council budget priorities to submit before 14th October 2022 in the Stage Government Community Budget Consultation 2023/24 process. Megan is to email around the spread sheet for each Council to update and rate each budget priority, 1 being the highest priority. This information will be required before 10th October 2022.
- Mayor Dracoulis gave an update to the Board on the Derwent Valley municipality.

Moved: *Acting Mayor Sally Doyle*

Seconded: *Mayor Loueen Triffitt*

CARRIED



14. Next Meeting

It was agreed that Huon Valley Council would host the next meeting which is to take place on Monday 3rd October 2022 at 11.00am, with the Annual General Meeting straight after.

15. Meeting closed at 1.05 pm.

DRAFT



Southern Tasmanian Councils Authority

Quarterly Report to Members

September 2022



Each Joint Authority is required under Section 36B of the *Local Government Act 1993* to provide to its members a quarterly report that includes a statement of general performance and a statement of its financial performance

This report covers the three-month period ending 30 September 2022. This report with all previous quarterly reports is published on the Authority's website: www.stca.tas.gov.au

The Southern Tasmanian Councils Authority commenced on 1 July 2006

Photo: Derwent River, Credit to Mayor Dracoulis

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Derwent Valley - Photo credit to Mayor Dracoulis



Derwent Valley Town Centre - Photo credit Mayor Dracoulis

ORDINARY BOARD MEETING – 22 August 2022

A meeting of the STCA Board took place on 22 August 2022 it was hosted by Derwent Valley Council, the following matters were discussed:

Regional Climate Change Initiative (RCCI)

The Board reviewed and noted the quarterly Regional Climate Change Initiative Report. The Board also endorsed the Regional Strategy – Adapting to a Changing Tasmanian Coastline final draft.

The Council Carbon footprint project has commenced the development of the corporate Council carbon footprints for the 12 southern council, as part of the Southern Councils Climate Collaboration.

It is noted that there has been overall support for a State-Wide Proposal for implementing Climate Change Action Planning in Local Government and a meeting has been requested with the Minister.

Other updates

Updates were provided from Derwent Valley Council, Southeast Regional Development Authority, South-Central Sub-region committee and TasWater.

Presentations

The Board received a presentation from Destination Southern Tasmania (DST) regarding the re-commencement of Cruise ships into Tasmania. It was also discussed how Councils can assist in updating the Australian Tourism Data Warehouse (ATDW) as it enables tourism businesses, facilities, and places to be profiled by more than 250+ travel and tourism websites and apps across Australia.

The Board also received a presentation on the Regional Cat Management Strategy and how Councils can support Cat Management. The second phase of Tassie Cat Project was also discussed.

Financial Report

The Board noted the 30 June 2022 draft Financial Report. A copy is included with this Quarterly Report.

Next Meeting

The next Board meeting will be hosted by Huon Valley Council and will be held on 3 October 2022.

STCA - FINANCIAL STATEMENT - JUNE 2022	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	YTD VARIANCE %	FULL YEAR
Administration					
Expenses					
Website Development	4,364	4,800	436	9.1 %	4,000
Catering	318	1,000	682	68.2 %	1,000
Contractor Services - General	500	2,000	1,500	75.0 %	2,000
Consultancy - Business Management	15,455	10,000	(5,455)	(54.5 %)	10,000
Contractors - Auditors	5,630	6,075	445	7.3 %	6,075
Subtotal EXPENSES	26,266	23,875	(2,391)	(10.0 %)	23,875
Revenue					
Unspent Grants/Opening Funds B/F	(222,739)	(222,739)	0	0.0 %	(222,739)
Member Contributions 2021/22	(21,813)	(23,994)	(2,181)	9.1 %	(23,994)
Bank Interest	(1,428)	0	1,428	(100.0 %)	0
Subtotal REVENUE	(245,979)	(246,733)	(754)	(0.3 %)	(246,733)
Subtotal Administration	(219,713)	(222,858)	(3,145)	(1.4 %)	(222,858)
Climate Change Adaptation Project					
Expenses					
Contractor Services - Regional Climate Change Strategy and Council Action Plans	59,381	100,000	40,620	40.6 %	100,000
Contractor Services - Regional Coastal Strategy	3,540	6,000	2,460	41.0 %	6,000
Subtotal EXPENSES	62,921	106,000	43,080	40.6 %	106,000
Revenue					
Unspent Grants/Opening Funds B/F	(100,090)	(100,090)	0	0.0 %	(100,090)
Other Contributions - Regional Climate Change Initiative	(5,455)	(6,000)	(545)	(9.1 %)	(6,000)
Subtotal REVENUE	(105,545)	(106,090)	(545)	(0.5 %)	(106,090)
Subtotal Climate Change Adaptation Project	(42,624)	(90)	42,534	47,260.0 %	(90)
Waste Communications					
Expenses					
Communications	25,417	30,000	4,583	15.3 %	30,000
Subtotal EXPENSES	25,417	30,000	4,583	15.3 %	30,000
Revenue					
Subtotal REVENUE	0	0	0		0
Subtotal Waste Communications	25,417	30,000	4,583	15.3 %	30,000
Regional Economic Development Strategy					
Expenses					
Development of Strategy	0	20,000	20,000	100.0 %	20,000
Subtotal EXPENSES	0	20,000	20,000	100.0 %	20,000
Revenue					
Unspent Grants/Opening Funds B/F	0	0	0		0
Subtotal REVENUE	0	0	0		0
Subtotal Regional Economic Development Strategy	0	20,000	20,000	100.0 %	20,000
Regional Planning Initiative					
Expenses					
Contractor Services - Environmental	0	24,435	24,435	100.0 %	24,435
Subtotal EXPENSES	0	24,435	24,435	100.0 %	24,435
Revenue					
Unspent Grants/Opening Funds B/F	(23,007)	(23,007)	0	0.0 %	(23,007)
Subtotal REVENUE	(23,007)	(23,007)	0	0.0 %	(23,007)
Subtotal Regional Planning Initiative	(23,007)	1,428	24,435	1,711.1 %	1,428
Total Operating					
Expenditure	114,604	204,310	89,706	43.9 %	204,310
Income	(374,531)	(375,830)	(1,299)	(0.3 %)	(375,830)
Net Operating	(259,927)	(171,520)	88,407	51.5 %	(171,520)

Note: This report is for management reporting purposes only. Actual and Budget income amounts include carry forward unspent grant funds which have been received and were unspent in prior reporting periods.

STCA June Financial Statement Summary

Funds Carried Forward from 2020/21 to 2021/22

- In the 2021/22 Financial Year \$345,836 has been carried forward from unspent funds in prior periods.
- \$100,000 of these funds have been allocated to Regional Climate Change Strategy and Council Action Plans
- \$6,000 of these funds have been allocated to Regional Coastal Strategy

Expenditure:

- At the end of the 2021/22 Financial Year \$129,554 of the \$114,604 expenditure budget had been spent. This represented 56.10% of the annual budget.

Income:

- In addition to \$345,836 of funds carried forward, \$27,267 of funding has been received in the 2021/22 financial year, comprising:
 - \$21,813 for Annual Fees paid by Member Councils; and
 - \$5,454 from Non-Member Councils as contributions to the Regional Climate Change Initiative project.
- \$1,428 of Bank Interest Income was earned for the year.



Public Notice Details

Planning Application Details

Application No	SA 2022 / 00016
Application Description:	Subdivision 1 lot Plus Balance
Applicant Name (s)	PDA Surveyors

Property Details

Property Location	109 Mountford Drive, Mangalore
--------------------------	--------------------------------

Application Information

Application Type	Discretionary Development Application
Development Category	Subdivision
Advertising Commencement Date	06/09/2022
Advertising Closing Period	20/09/2022
<small>If the Council Offices are closed during normal office hours within the above period, the period for making representations is extended.</small>	

Enquiries regarding this Application can be made via to Southern Midlands Council on (03) 6254 5050 or by emailing development@southernmidlands.tas.gov.au. Please quote the development application number when making your enquiry.

Representations on this application may be made to the General Manager in writing either by

Email: PO Box 21, Oatlands Tas 7120
 Post: development@southernmidlands.tas.gov.au
 Fax: 03 6254 5014

All representations must include the authors full name, contact number and postal address and be received by the advertising closing date.



APPLICATION FOR PLANNING PERMIT – USE AND DEVELOPMENT
Subdivision Development
 Use this form to apply for planning approval in accordance with section 57 and 58 of the *Land Use Planning and Approvals Act 1993*

Applicant / Owner Details:

Owner / s Name Simon John Hobden & Jacqueline Maree Hobden

Postal Address

Phone No:

Fax No:

Email address

Applicant Name PDA Surveyors, Engineers & Planners (OBO S. & J Hobden)
 (if not owner)

Postal Address 127 Bathurst Street Phone No: 62343217

Hobart TAS Fax No:

Email address: Jane.monks@pda.com.au

Description of proposed use and/or development:

Address of new use and development: 109 Mountford Drive, Mangalore

Certificate of Title details 103721/19

Description of proposed use or development: Subdivision: 1 lot and balance

Current use of land and buildings for each title: Residential

E.g. are there any existing buildings on these titles?
 If yes, what are the main buildings used as?

Please tick ✓ answer

Is the property Heritage Listed: Yes No

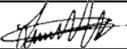
Please attach any additional information that may be required by Part 8.1 Application Requirements of the Planning Scheme.

Signed Declaration

I/we hereby apply for a planning approval to carry out the use or development described in this application and in the accompanying plans and documents, accordingly I declare that:

1. The information given is a true and accurate representation of the proposed development. I understand that the information and materials provided with this development application may be made available to the public. I understand that the Council may make such copies of the information and materials as, in its opinion, are necessary to facilitate a thorough consideration of the Development Application. I have obtained the relevant permission of the copyright owner for the communication and reproduction of the plans accompanying the development application, for the purposes of assessment of that application. I indemnify the Southern Midlands Council for any claim or action taken against it in respect of breach of copyright in respect of any of the information or material provided.
2. I am the applicant for the planning permit and I have notified the owner/s of the land in writing of the intention to make this application in accordance with Section 52(1) of the *Land Use Planning Approvals Act 1993* (or the land owner has signed this form in the box below in "Land Owner(s) signature);

Applicant Signature



Applicant Name (print)

Jane Monks

Date

10/8/22

Applicant Signature

Applicant Name (print)

Date

or

Land Owner(s) Signature

Land Owners Name (please print)

Date

Land Owner(s) Signature

Land Owners Name (please print)

Date

Our Ref: 48490CT

10th August 2022

Southern Midlands Council
Planning Department
PO BOX 21
Oatlands TAS 7120

Via Email: mail@southernmidlands.tas.gov.au

Dear Planning Department,

**RE: Development Application - Subdivision: 1 lot & Balance
109 Mountford Drive, Managalore**

This application for planning approval for a 1 lot subdivision at 109 Mountford Drive, is submitted on behalf of our clients, Simon Hobden & Jacqueline Hobden.

The application documentation consists of:

- The Title Plan and Folio - CT 103721/19
- The proposed Plan of Subdivision
- A copy of the Southern Midlands application form - completed and signed
- Planning assessment overview of the Tasmanian Planning Scheme - Southern Midlands
- Bushfire Hazard Assessment and Bushfire Hazard Management Plan

Please confirm receipt of this application & forward an invoice for the development application fee made out to Simon Hobden and it will be provided to the client for prompt payment. At the same time, the land owners will be notified of lodgement in accordance with Section 52(i)(c) of the *Land Use and Approvals Act 1993*.

Please do not hesitate to contact me at your earliest convenience should you require additional information or further clarification.

Yours faithfully,

PDA Surveyors, Engineers & Planners

Per:



Craig Terry
MANAGING DIRECTOR and REGISTERED LAND SURVEYOR

HOBART:

C.M. Terry, BSurv (Tas.), M.SSSI (Director)
H. Clement, BSurv (Tas.), M.SSSI (Director)
M.S.G. Denholm, BGeom (Tas.), M.SSSI (Director)
T.W. Walter, Dip. Surv & Map (Director)
M. Westerberg, M.E.M., M.I.E. AUST., C.P.ENG. (Director)
D. Panton, B.E. F.I.E. AUST., C.P.ENG. (Consultant)
A. Collins, Ad. Dip. Surv & Map, (Senior Associate)
L.H. Kiely, Ad. Dip. Civil Eng, Cert IV I.T., (Associate)

KINGSTON:

A.P. (Lex) McIndoe, BSurv (Tas.), M.SSSI (Director)
M.M. Stratton, BSurvSpSc, GradDipLandSurv (Tas.) (Associate)

LAUNCESTON:

J.W. Dent, OAM, B. Surv (Tas.), M.SSSI (Director)
M.B. Reid, BGeom (Hons) (Tas.), M.SSSI (Director)
J.M. Brooks, MEnvPlg, M.PIA (Director)

BURNIE/DEVONPORT:

A.W. Eberhardt, BGeom (Tas.), M.SSSI (Director)
A.J. Hudson, B. SURV. (Tas.), M.SSSI. (Consultant)

OFFICES ALSO AT:

- 6 Freeman St, Kingston, TAS 7050 (03) 6229 2131
- 10/16 Main Rd, Huonville, TAS 7109 (03) 6264 1277
- 3 Franklin St, Swansea, TAS 7190 (03) 6130 9099
- 3/23 Brisbane St, Launceston, TAS 7250 (03) 6331 4099
- 16 Emu Bay Rd, Deloraine, TAS 7304 (03) 6362 2993
- 6 Queen Street, Burnie, TAS 7320 (03) 6431 4400
- 77 Gunn St, Devonport, TAS 7310 (03) 6423 6875

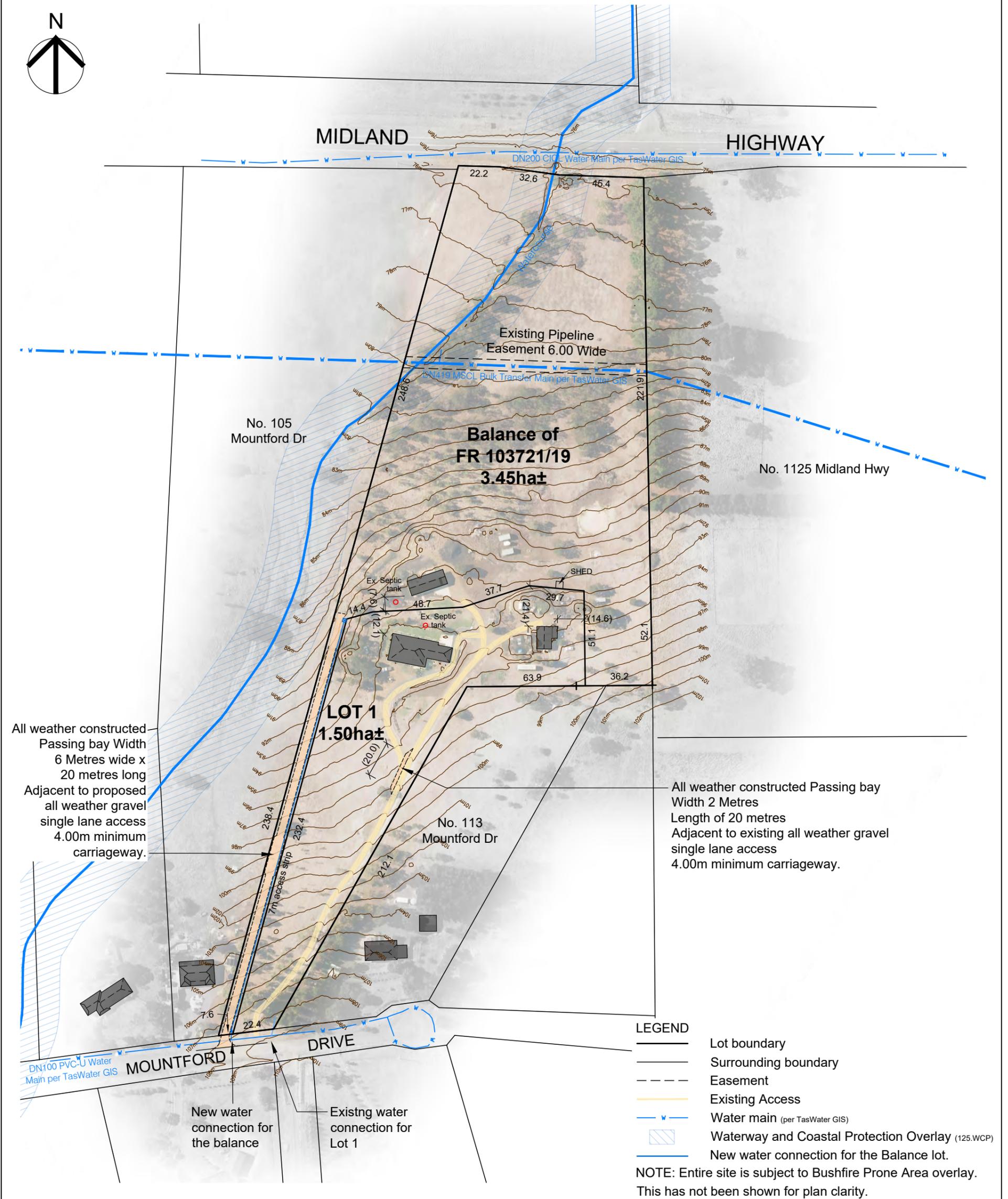
127 Bathurst Street
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www.pda.com.au
Also at: Kingston,
Launceston & Burnie



SURVEYORS, ENGINEERS & PLANNERS

PLAN OF SUBDIVISION

Owners	Simon John Hobden & Jacqueline Maree Hobden	Address	109 Mountford Drive, Mangalore	This plan has been prepared only for the purpose of obtaining preliminary subdivision approval from the Council and the information shown hereon should be used for no other purpose. All measurements and areas are subject to final survey.							
		Council	Southern Midlands Council								
		Planning Scheme	Tasmanian Planning Scheme - Southern Midlands								
Title References	FR 103721/19	Zone & Overlay	11.0 Rural Living A & 125.FRE, 125.WCP								
Schedule Of Easements	Existing Easements to be carried forward.										
Scale	1:2000	Date	28 July 2022	PDA Reference	48490CT - 1D	Map reference	5027-25	PID	7840547	Point of Interest GDA2020 MGA55	520 100 E, 5 276 675 N





PDA

SURVEYORS, ENGINEERS & PLANNERS



Planning Report

109 Mountford Drive, Mangalore
Subdivision: 1 Lot and Balance

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PDA Contributors

Planning Assessment	Jane Monks	July 2022
Review & Approval	Craig Terry	Aug 2022

Revision History

Revision	Description	Date
0	First Issue	July 2022
1	Revision	Aug 2022
2	TPS Revision	

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EXECUTIVE SUMMARY

Council approval is sought for a 1 lot subdivision at 109 Mountford Drive, Mangalore (CT103721/19). This planning assessment, combined with supplementary documentation has been provided in support of the proposed development.

Development Details:

Client/Owner	Simon John Hobden & Jacqueline Maree Hobden
Property Address	109 Mountford Drive, Mangalore
Proposal	Subdivision: 1 lot and balance
Land Area	4.95ha±

PID / CT	7840547	103721/19
Planning Ordinance	<i>Tasmanian Planning Scheme - Southern Midlands</i>	
Land Zoning	11.0 Rural Living A	
Specific Areas Plans	N/A	
Code Overlays	Bushfire Prone Area Priority Vegetation Area Waterway and Coastal Protection Area	

Use Status	Residential
Application Status	Discretionary

1. Introduction/Context

Council approval is sought for a 1 lot subdivision at 109 Mountford Drive. In support of the proposal, the following associated documents have been provided in conjunction with this planning assessment:

- The Title Plan and Folio: CT 103721/19
- Proposed Plan of Subdivision: PDA 48490CT-1D
- Bushfire Hazard Assessment & Bushfire Hazard Management Plan prepared by Mark Van den Berg of Geo-Environmental Solutions Pty Ltd: J6555v2

1.1. The Land



Figure 1. Existing aerial image of the subject land (LISTmap, 2022)

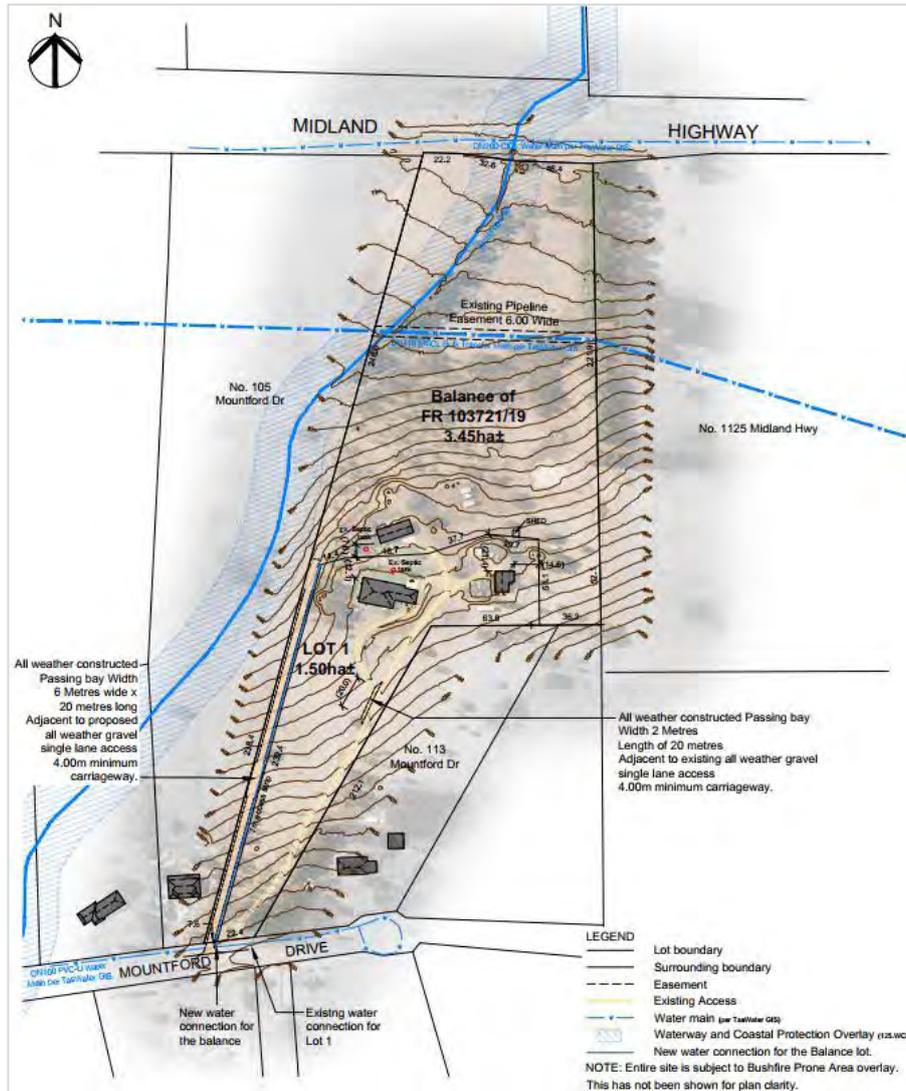
The subject land is located on 109 Mountford Drive, Mangalore. It is an irregularly shaped block with a total area of 4.95ha±. The land is bound by Midland Highway to the north west and Mountford Drive to the east, and has two centrally located residential dwellings and a large outbuilding located in the southern corner of the land. Access to the land is via a single driveway from Mountford Drive, which currently provides for all buildings on site.

1.2 Natural Values

There are no Natural Values identified on the subject land.

2. The Proposal

A Planning Permit for a 1 lot subdivision is sought, in accordance with Section 57 of the *Land Use Planning and Approvals Act 1993* and Clause 6.8 of the *Tasmanian Planning Scheme – Southern Midlands*



It is proposed that the land at 109 Mountford Drive be subdivided into 1 lot and balance, as per the Plan of Subdivision illustrated in Figure 2. The intent of this proposal is to separate the existing dwellings, with each dwelling having existing separate services, however a new water connection has been provided for the Balance. Lot 1 is to encompass the existing vehicular access driveway from Mountford Drive, whilst a new vehicular access driveway is proposed to service the balance lot.

3. Planning Assessment

This current proposal for subdivision has been developed in accordance with the *Tasmanian Planning Scheme – Southern Midlands*.

3.1. Use Class

Residential

3.2 Zoning

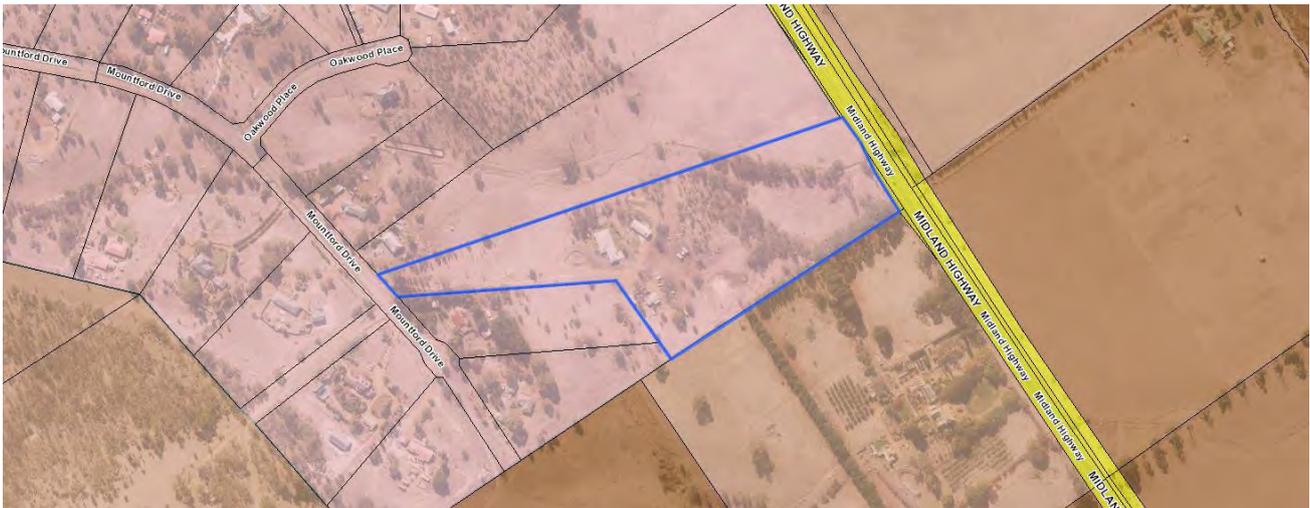


Figure 3. Zoning identification of the subject land and surrounds

The subject land is located within the Rural Living A Zone, as shown in Figure 3. Rural Living A limits subdivision of the land to minimum lot sizes of 1 ha as per Table 11.1. The Land sits adjacent to a small parcel of land zoned Rural at the south eastern boundary, with the remainder of the subject land directly surrounded by Rural Living A zoning.

3.3 Zone Standards – Rural Living A

11.5 Development standards for Subdivision

11.5.1 Lot design

Objective:	
That each lot:	
(a) has an area and dimensions appropriate for use and development in the zone;	
(b) is provided with appropriate access to a road; and	
(c) contains areas which are suitable for residential development.	
Acceptable Solutions	Performance Criteria
A1 Each lot, or a lot proposed in a plan of subdivision, must:	P1 Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must have sufficient useable area and dimensions suitable for its intended use, having regard to:
(a) have an area not less than specified in Table 11.1 and:	

<p>(i) be able to contain a minimum area of 15m x 20m clear of:</p> <ul style="list-style-type: none"> a. all setbacks required by clause 11.4.2 A2 and A3; and b. easements or other title restrictions that limit or restrict development; and <p>(ii) existing buildings are consistent with the setback required by clause 11.4.2 A2 and A3;</p> <p>(b) be required for public use by the Crown, a council or a State authority;</p> <p>(c) be required for the provision of Utilities; or</p> <p>(d) be for the consolidation of a lot with another lot provided each lot is within the same zone.</p>	<ul style="list-style-type: none"> (a) the relevant requirements for development of existing buildings on the lots; (b) the intended location of buildings on the lots; (c) the topography of the site; (d) any natural or landscape values; (e) adequate provision of private open space; and (f) the pattern of development existing on established properties in the area, and must be no more than 20% smaller than the applicable lot size required by clause 11.5.1 A1.
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Response:

P1 is met: Each proposed lot satisfies all of the performance criteria as follows:

- (a) At 1.50ha± and 3.45ha±, both lots meet the minimum lot size requirements of Table 11.1. Both lots have an existing dwelling and associated outbuildings that are consistent with the setback requirements of clause 11.4.2 A2, A3 and A4.
- (b) *Not applicable* as each lot has existing buildings and development
- (c) *Not applicable* as each lot has existing development. However, the topography of the land was taken into consideration by utilising the most favourable access opportunity for the balance lot;
- (d) There are no natural or landscape values identified on the subject land;
- (e) At 1.50ha± and 3.45ha±, each lot has adequate provision for private open space;
- (f) The pattern of development is in keeping with the established neighbouring properties and surrounding area.

<p>A2 Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must have a frontage not less than 40m.</p>	<p>P2 Each lot, or a lot proposed in a plan of subdivision, must be provided with a frontage or legal connection to a road by a right of carriageway, that is sufficient for the intended use, having regard to:</p> <ul style="list-style-type: none"> (a) the width of frontage proposed, if any; (b) the number of other lots which have the land subject to the right of carriageway as their sole or principal means of access; (c) the topography of the site; (d) the functionality and useability of the frontage; (e) the ability to manoeuvre vehicles on the site; and (f) the pattern of development existing on established properties in the area, and is not less than 3.6m wide.
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Response:

P2 is met: Each proposed lot satisfies all of the performance criteria as follows:

- (a) At 7.6m± and 22.4m±, each lot has ample frontage and access opportunities to the land;
- (b) *Not applicable* as no rights of carriageway are proposed as part of this subdivision;
- (c) The topography of the land is predominately flat with a gentle slope across the land, and taken into consideration to utilise the most favourable access opportunity for the balance lot;
- (d) At 7.6m± and 22.4m±, the frontage for each lot is both functional and useable;
- (e) At 1.50ha± and 3.45ha±, there is ample opportunity and ability to manoeuvre vehicles on the site;
- (f) The pattern of development existing on established properties in the area, and is not less than 3.6m wide.

A3

Each lot, or a lot proposed in a plan of subdivision, must be provided with a vehicular access from the boundary of the lot to a road in accordance with the requirements of the road authority.

Response:

A3 is met: Each lot has been provided with vehicular access in accordance with the requirements of the road authority.

11.5.2 Roads

Objective:

That the arrangement of new roads with a subdivision provides:

- (a) safe, convenient and efficient connections to assist accessibility and mobility of the community;
- (b) adequate accommodation of vehicular, pedestrian, cycling and public transport traffic; and
- (c) the efficient ultimate subdivision of the entirety of the land and of surrounding land.

Acceptable Solutions

Performance Criteria

A1

The subdivision includes no new road.

Response:

A1 is met: No new roads are proposed are part of this application

11.5.3 Services

Objective:	
That the subdivision of land provides services for the future use and development of the land	
Acceptable Solutions	Performance Criteria
<p>A1 Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must:</p> <p>(a) be connected to a full water supply service if the frontage of the lot is within 30m of a full water supply service; or</p> <p>(b) be connected to a limited water supply service if the frontage of the lot is within 30m of a limited water supply service, unless a regulated entity advises that the lot is unable to be connected to the relevant water supply service.</p>	
<p>Response:</p> <p>A1 is met: Lot 1 has existing water connection, whilst the balance lot is to be connected to the local water supply service, as illustrated in the Plan of Subdivision.</p>	
<p>A2 Each lot, or a lot proposed in a plan of subdivision, excluding within Rural Living Zone C or Rural Living Zone D or for public open space, a riparian or littoral reserve or Utilities, must:</p> <p>(a) be connected to a reticulated sewerage system; or</p> <p>(b) be connected to a reticulated sewerage system if the frontage of each lot is within 30m of a reticulated sewerage system and can be connected by gravity feed.</p>	<p>P2 Each lot, or a lot proposed in a plan of subdivision, excluding within Rural Living Zone C or Rural Living Zone D or for public open space, a riparian or littoral reserve or Utilities, must be capable of accommodating an on-site wastewater treatment system adequate for the future use and development of the land.</p>
<p>Response:</p> <p>P2 is met: The land is not within a reticulated sewerage serviced area. However, both lots have existing on-site wastewater treatment system servicing the existing dwellings.</p>	

3.4 Codes



Figure 4. Scheme Overlay identification of the subject land and surrounds (LISTmap, 2022)

The subject land is overlaid with a Bushfire Prone Area, Priority Vegetation Area, and Waterway and Coastal Protection Area, as illustrated in Figure 4. Whilst the proposed subdivision also requires the following Codes under the Tasmanian Planning Scheme – Southern Midlands to be considered.

Code	Comments:
C1.0 Signs Code	N/A
C2.0 Parking and Sustainable Transport Code	As this Code is relevant to this proposal, an assessment is provided below
C3.0 Road and Railway Assets Code	As this Code is relevant to this proposal, an assessment is provided below
C4.0 Electricity Transmission Infrastructure	N/A
C5.0 Telecommunications Code	N/A
C6.0 Local Historic Heritage Code	N/A
C7.0 Natural Assets Code	As this Code is relevant to this proposal, an assessment is provided below
C8.0 Scenic Protection Code	N/A
C9.0 Attenuation Code	N/A
C10.0 Coastal Erosion Hazard Code	N/A
C11.0 Coastal Inundation Hazard Code	N/A
C12.0 Flood-Prone Areas Hazard Code	N/A
C13.0 Bushfire-Prone Areas Code	Please refer to the attached <i>Bushfire Hazard Report</i> prepared by Mark Van den Berg of Geo-Environmental Solutions Pty Ltd
C14.0 Potentially Contaminated Land Code	N/A
C15.0 Landslip Hazard Code	N/A
C16.0 Safeguarding of Airports Code	N/A

3.5 Code Standards

C2.0 Parking and Sustainable Transport Code

C2.6.7 Development Standards

C2.6.3 Number of accesses for vehicles

Objective:	
That:	
<ul style="list-style-type: none"> (a) access to land is provided which is safe and efficient for users of the land and all road network users, including but not limited to drivers, passengers, pedestrians and cyclists by minimising the number of vehicle accesses; (b) accesses do not cause an unreasonable loss of amenity of adjoining uses; and (c) the number of accesses minimise impacts on the streetscape. 	
Acceptable Solutions	
A1 The number of accesses provided for each frontage must: <ul style="list-style-type: none"> (a) be no more than 1; or (b) no more than the existing number of accesses, whichever is the greater.	
Response:	
A1 is met: Each lot has no more than one vehicle access point per road frontage	

C3.0 Road and Railway Assets Code

C3.7 Development Standards for subdivision

C3.7.1 Subdivision for sensitive uses with a road or railway attenuation area

Objective:	
To minimise the effects of noise, vibration, light and air emissions on lots for sensitive uses within a road or railway attenuation area, from existing and future major roads and the rail network.	
Acceptable Solutions	
A1 A lot, or a lot proposed in a plan of subdivision, intended for a sensitive use must have a building area for the sensitive use that is not within a road or railway attenuation area.	
Response:	
A1 is met: The existing dwellings on each lot are outside of any road or railway attenuation area.	

C7.0 Natural Assets Code

C7.7 Development Standards for subdivision

C7.7.1 Subdivision within a waterway & coastal protection area or future coastal refugia area

Objective:	
That:	
<p>(a) works associated with subdivision within a waterway and coastal protection area or a future coastal refugia area will not have an unnecessary or unacceptable impact on natural assets; and</p> <p>(b) future development likely to be facilitated by subdivision is unlikely to lead to an unnecessary or unacceptable impact on natural assets.</p>	
Acceptable Solutions	Performance Criteria
<p>A1</p> <p>Each lot, or a lot proposed in a plan of subdivision, within a waterway and coastal protection area or a future coastal refugia area, must:</p> <p>(a) be for the creation of separate lots for existing buildings;</p> <p>(b) be required for public use by the Crown, a council, or a State authority;</p> <p>(c) be required for the provision of Utilities;</p> <p>(d) be for the consolidation of a lot; or</p> <p>(e) not include any works (excluding boundary fencing), building area, services, bushfire hazard management area or vehicular access within a waterway and coastal protection area or future coastal refugia area.</p>	<p>P1</p> <p>Each lot, or a lot proposed in a plan of subdivision, within a waterway and coastal protection area or a future coastal refugia area, must minimise adverse impacts on natural assets, having regard to:</p> <p>(a) the need to locate building areas and any associated bushfire hazard management area to be outside a waterway and coastal protection area or a future coastal refugia area; and</p> <p>(b) future development likely to be facilitated by the subdivision.</p>
Response:	
<p>P1 is met: Each proposed lot satisfies the performance criteria as follows:</p> <p>(a) This proposed subdivision is for the creation of separate lots for existing buildings, of which are outside of the waterway and coastal protection area;</p> <p>(b) As the proposal is for the separation of existing building, it is unlikely to have further development of the land in the future. However, due to the size and topography any further development would be unlikely to adversely impact the waterway and coastal protection area.</p>	

C3.7.2 Subdivision within a priority vegetation area

Objective:	
<p>(a) works associated with subdivision will not have an unnecessary or unacceptable impact on priority vegetation; and</p> <p>(b) future development likely to be facilitated by subdivision is unlikely to lead to an unnecessary or unacceptable impact on priority vegetation.</p>	
Acceptable Solutions	Performance Criteria
<p>A1</p> <p>Each lot, or a lot proposed in a plan of subdivision, within a priority vegetation area must:</p> <p>(a) be for the purposes of creating separate lots for existing buildings;</p> <p>(b) be required for public use by the Crown, a council, or a State authority;</p> <p>(c) be required for the provision of Utilities;</p> <p>(d) be for the consolidation of a lot; or</p> <p>(e) not include any works (excluding boundary fencing), building area, bushfire hazard management area, services or vehicular access within a priority vegetation area.</p>	<p>P1.1</p> <p>Each lot, or a lot proposed in a plan of subdivision, within a priority vegetation area must be for:</p> <p>(a) subdivision for an existing use on the site, provided any clearance is contained within the minimum area necessary to be cleared to provide adequate bushfire protection, as recommended by the Tasmanian Fire Service or an accredited person;</p> <p>(b) subdivision for the construction of a single dwelling or an associated outbuilding;</p> <p>(c) subdivision in the General Residential Zone or Low Density Residential Zone;</p> <p>(d) use or development that will result in significant long term social and economic benefits and there is no feasible alternative location or design;</p> <p>(e) subdivision involving clearance of native vegetation where it is demonstrated that on-going pre-existing management cannot ensure the survival of the priority vegetation and there is little potential for long-term persistence; or</p> <p>(f) subdivision involving clearance of native vegetation that is of limited scale relative to the extent of priority vegetation on the site.</p> <p>P1.2</p> <p>Works association with subdivision within a priority vegetation area must minimise adverse impacts on priority vegetation, having regard to:</p> <p>(a) the design and location of any works, future development likely to be facilitated by the subdivision, and any constraints such as topography or land hazards;</p> <p>(b) any particular requirements for the works and future development likely to be facilitated by the subdivision;</p> <p>(c) the need to minimise impacts resulting from bushfire hazard management measures through siting and fire-resistant design of any future habitable buildings;</p> <p>(d) any mitigation measures implemented to minimise the residual impacts on priority vegetation;</p> <p>(e) any on-site biodiversity offsets; and</p> <p>(f) any existing cleared areas on the site.</p>
Response:	

P1.1 is met: As this subdivision is for the creation of separate lots for existing buildings, the proposal satisfies (a) *subdivision for an existing use on the site*, and involves no clearance of priority vegetation.

P1.2 is met: *Not applicable* as no vegetation removal is proposed or required.

C13.0 Bushfire-Prone Areas Code

A Bushfire Hazard Assessment and Bushfire Hazard Management Plan has been prepared and supplied in support of the proposed subdivision. As seen below, Section 6.1 of Geo-Solutions Bushfire Hazard Report by Mark Van den Berg, provides a summary of planning compliance applicable to this current application. Whilst the Bushfire Hazard Management Plan can be located in Appendix C of the attached report.

6.1 Planning Compliance

Table 2 summarises the compliance requirements for subdivisions in bushfire prone areas against Code C13 as they apply to this proposal. A planning certificate has been issued for the associated BHMP as being compliant with the relevant standards as outlined below and is located in appendix D.

Table 2. Compliance with Code C13 of the Tasmanian Planning Scheme - Southern Midlands

Clause	Compliance
C13.4 Use or development exempt from this code	Not applicable.
C13.5 1 Vulnerable Uses	Not applicable.
C13.5.2 Hazardous Uses	Not applicable
C13.6.1 Subdivision: Provision of hazard management areas	<p>The Bushfire Hazard Management Plan is certified by an accredited person. Each lot within the subdivision has a building area and associated hazard management area shown which is suitable for BAL12.5 construction standards. Hazard management areas are able to be contained within each individual lot, therefore there is no requirement for part 5 agreements or easements to facilitate hazard management.</p> <p>The proposal is compliant with the acceptable solution at A1, (b).</p>
C13.6.2 Subdivision: Public and firefighting access	<p>The Bushfire Hazard Management Plan specifies minimum standards for property access consistent with the requirements of table E2. There is no proposal for public Roadways or fire trails as part of this development. The Bushfire Hazard Management Plan is certified by an accredited person.</p> <p>The proposal is compliant with the acceptable solution at A1, (b).</p>
C13.6.3 Subdivision: Provision of water supply for firefighting purposes	<p>The Bushfire Hazard Management Plan requires static water supplies to be provided. The specifications for static water supplies are provided consistent with table E5.</p> <p>The proposal is compliant with the acceptable solution at A2, (b).</p>

Conclusion

The planning assessment and supporting documentation provided, demonstrates that the development proposal for a 1 lot subdivision at 109 Mountford Drive, Mangalore meets all requirements of the Tasmanian Planning Scheme – Southern Midlands.

Yours faithfully,

PDA Surveyors, Engineers & Planners

Per:



Jane Monks

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Proposed Subdivision
109 Mountford Drive, Mangalore
Bushfire Hazard Report



Applicant: PDA Surveyors.
July 2022, J6555v2

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1.0 Introduction

This Bushfire Hazard Report has been completed to form part of supporting documentation for a planning permit application for a proposed subdivision. The proposed subdivision occurs in a Bushfire-prone Area defined by the Southern Midlands Interim Planning Scheme 2015 (the Scheme). This report has been prepared by Mark Van den Berg a qualified person under Part 4a of the *Fire Service Act 1979* of Geo Environmental Solutions Pty Ltd for PDA Surveyors.

The report considers all the relevant standards of Code E1 of the planning scheme, specifically;

- The requirements for appropriate Hazard Management Areas (HMA's) in relation to building areas;
- The requirements for Public and Private access;
- The provision of water supplies for firefighting purposes;
- Compliance with the planning scheme, and
- Provides a Bushfire Hazard Management Plan to facilitate appropriate compliant future development.

2.0 Proposal

It is proposed that a 1 lot plus balance subdivision is developed on the site described by the proposed plan of subdivision in appendix A. Public access to new lots will be provided by existing public roadways. The development is proposed to occur as a single stage. Both lots contain existing residential development.

3.0 Site Description

The subject site comprises private land on one title at 109 Mountford Drive, Mangalore, CT: 103721/19 (figure 1). The site occurs in the municipality of Southern Midlands, this application is administered through the Southern Midlands Interim planning scheme 2015 which makes provision for subdivision. The proposed development occurs within the Rural Living zone.

The site is located south of the Mangalore settled area, approximately 1.3 km north north-east of Winton Hill (figure 1) and is dominated by grassy vegetation with sparse woodland remnants. It has gentle to moderate slopes with a dominantly east north eastly aspect, surrounding lands comprise both developed and un-developed areas characterised by grassland vegetation with sparse native vegetation remnants with scattered residential development throughout (figure 2).

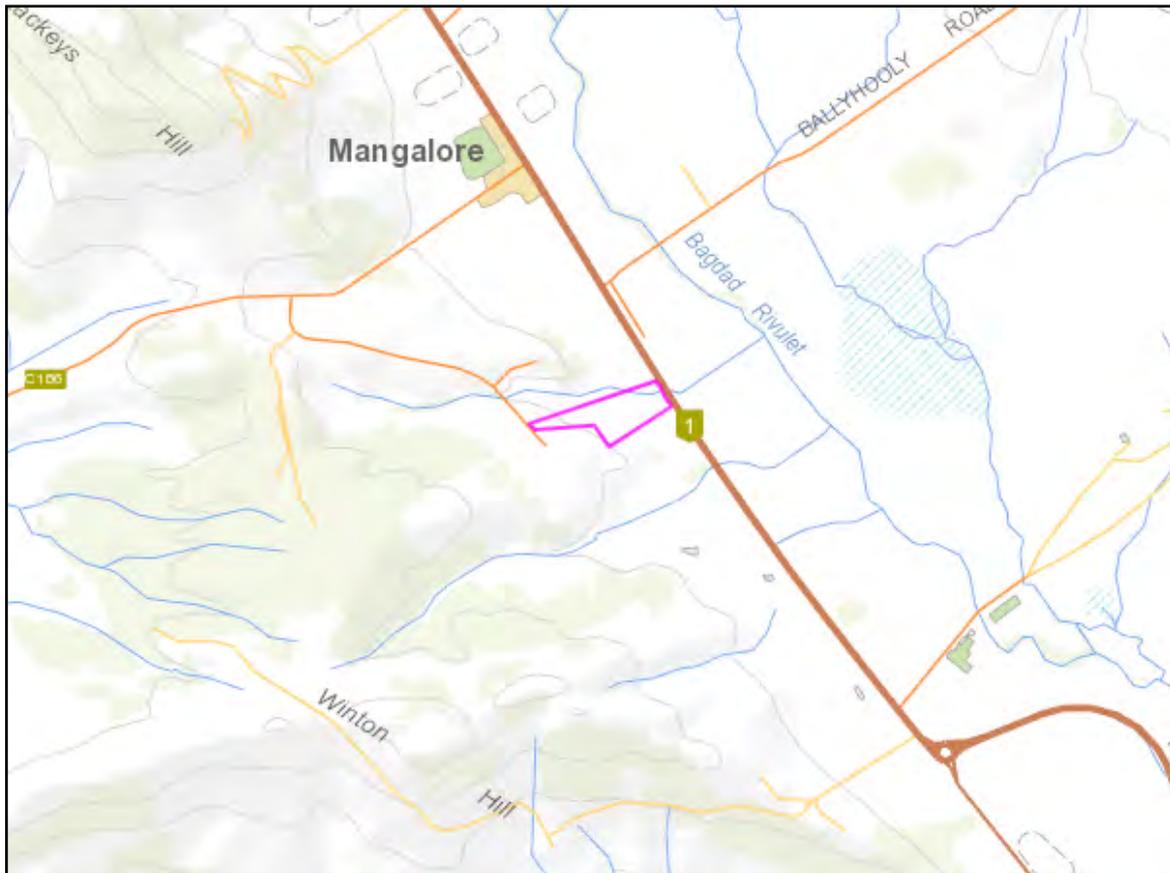


Figure 1. The site in a topographical context, pink line defines the parent lot boundary (approx.).



Figure 2. Aerial photo of the site, pink line denotes the parent lot boundary (approximate).

4.0 Bushfire Hazard Assessment

4.1 Vegetation

The site and adjacent lands within 100 metres of the proposed building areas to the north, south and west carry grassland vegetation with areas of sparse native vegetation remnants fragmented by residential development with associated low threat vegetation (figures 3 to 5). Lands to the east carry woodland vegetation which consists of an isolated patch of remnant woodland surrounded by grassland vegetation. The highest risk vegetation occurs to the north and east of the sites.

4.2 slopes

The effective slopes in relation to the proposed new lots are gentle to moderate (5 to <10 degrees) and are unlikely to have a significant impact on fire behaviour.



Figure 3. Existing residential development within lot 1 and balance lot from Lot 1.



Figure 4. Low threat and grassland vegetation looking west within lot 1.



Figure 5. Grassland vegetation within proposed balance lot looking north adjacent to existing development within balance lot.

4.3 Bushfire Attack Level

An assessment of vegetation and topography was undertaken within and adjacent to the subdivision area. A bushfire attack level assessment as per *AS3959-2018* was completed which has determined setbacks for each site from bushfire-prone vegetation such that subsequent residential development does not exceed BAL-19 of *AS3959-2018* (appendix B). The building area and bushfire attack level are identified on the BHMP. Where existing residential development occurs a building area has been defined to include the footprint of the existing residential development.

5.0 Bushfire Prone Areas Code

Code E1 of the planning scheme articulates requirements for the provision of hazard management areas, standards for access and firefighting water supplies and requirements for hazard management for staged subdivisions. Existing residential development will need to comply with sections 5.1, 5.2 and 5.3, these specifications will need to be implemented prior to the sealing of titles.

5.1 Hazard Management Areas

Hazard management areas are required to be established for each lot, they provide an area around the building within which fuels are managed to reduce the impacts of direct flame contact, radiant heat and ember attack on the site. Lot 2, with existing residential development will require the HMA's to be established prior to sealing of titles.

The Bushfire Hazard Management Plan (BHMP) shows building areas (for habitable buildings) and the associated HMA's for each lot, guidance for establishment and maintenance of HMA's is provided below.

The subdivision is to occur as a single stage. Each proposed lot can accommodate a hazard management area with sufficient separation from bushfire-prone vegetation not exceeding the requirements for BAL-19 of AS3959-2018. This means that each lot is not dependant on adjacent land use or management for bushfire mitigation.

5.1.1 Building areas

Building areas for habitable buildings on each lot are shown on the BHMP. Each lot has been assessed and a Bushfire Attack Level (BAL) assigned to it. If future buildings are located within the building area and comply with the minimum setbacks for the lot, the buildings may be constructed to the bushfire attack level assigned to that lot. If associated structures like sheds or other non-habitable buildings exist or are proposed, they do not need to conform to a BAL unless they are within 6 metres of the habitable building. Building areas for lots with existing residential development have been defined to include the footprint of the existing residential building.

5.1.3 hazard Management Area requirements

A hazard management area is the area, between a habitable building or building area and the bushfire prone vegetation which provides access to a fire front for firefighting, is maintained in a minimal fuel condition and in which there are no other hazards present which will significantly contribute to the spread of a bushfire. This can be achieved through, but is not limited to the following strategies;

- Remove fallen limbs, sticks, leaf and bark litter;
- Maintain grass at less than a 100mm height;
- Avoid or minimise the use of flammable mulches (especially against buildings);
- Thin out under-story vegetation to provide horizontal separation between fuels;
- Prune low-hanging tree branches (<2m from the ground) to provide vertical separation between fuel layers;
- Remove or prune larger trees to establish and maintain horizontal separation between tree canopies;
- Minimise the storage of flammable materials such as firewood;
- Maintain vegetation clearance around vehicular access and water supply points;
- Use low-flammability plant species for landscaping purposes where possible;
- Clear out any accumulated leaf and other debris from roof gutters and other debris accumulation points.

It is not necessary to remove all vegetation from the hazard management area, trees and shrubs may provide protection from wind borne embers and radiant heat under some circumstances if other fuels are appropriately managed.

5.2 Public and firefighting Access

5.2.1 Public Roads

There is no proposal for the construction of new public roadways, in this circumstance there are no applicable standards for the construction of new public roads.

5.2.2 Property access (for building compliance)

Property access will be required to access static water supply connection points. Both lots have existing residential development and will require property access to comply with following minimum standards prior to the sealing of titles.

The following design and construction standards apply to property access:

- All-weather construction;
- Load capacity of at least 20 tonnes, including for bridges and culverts;
- Minimum carriageway width of 4 metres;
- Minimum vertical clearance of 4 metres;
- Minimum horizontal clearance of 0.5 metres from the edge of the carriageway;
- Cross falls of less than 3° (1:20 or 5%);
- Dips less than 7° (1:8 or 12.5%) entry and exit angle;
- Curves with a minimum inner radius of 10 metres;
- Maximum gradient of 15° (1:3.5 or 28%) for sealed roads, and 10° (1:5.5 or 18%) for unsealed roads; and
- Terminate with a turning area for fire appliances provided by one of the following:
 - i. A turning circle with a minimum inner radius of 10 metres;
 - ii. A property access encircling the building; or
 - iii. A hammerhead “T” or “Y” turning head 4 metres wide and 8 metres long.
- Passing bays of 2 metres addition carriageway width and 20 metres length provided every 200 metres.

5.3 Water supplies for firefighting (for building compliance)

The subdivision is serviced by a reticulated water supply. However, due to the proximity of the existing hydrant to the building areas it is unable to be relied upon for compliance purposes. In this circumstance, a static water supply dedicated for firefighting will be required to be provided in accordance with the specifications of table 1. Both lot 1 and the balance lot will require the provision of the static water supplies prior to the sealing of titles.

Table 1. Specifications for static water supplies for firefighting.

Element		Requirement
A	Distance between building area to be protected and water supply	The following requirements apply: (a) The building area to be protected must be located within 90 metres of the firefighting water point of a static water supply; and (b) The distance must be measured as a hose lay, between the firefighting water point and the furthest part of the building area.
B	Static Water Supplies	A static water supply: (a) May have a remotely located offtake connected to the static water supply; (b) May be a supply for combined use (firefighting and other uses) but the specified minimum quantity of firefighting water must be available at all times; (c) Must be a minimum of 10,000 litres per building area to be protected. This volume of water must not be used for any other purpose including firefighting sprinkler or spray systems; (d) Must be metal, concrete or lagged by non-combustible materials if above ground; and (e) If a tank can be located so it is shielded in all directions in compliance with Section 3.5 of AS 3959-2018, the tank may be constructed of any material provided that the lowest 400 mm of the tank exterior is protected by: (i) metal; (ii) non-combustible material; or (iii) fibre-cement a minimum of 6 mm thickness.
C	Fittings, pipework and accessories (including stands and tank supports)	Fittings and pipework associated with a fire fighting water point for a static water supply must: (a) Have a minimum nominal internal diameter of 50mm; (b) Be fitted with a valve with a minimum nominal internal diameter of 50mm; (c) Be metal or lagged by non-combustible materials if above ground; (d) Where buried, have a minimum depth of 300mm (compliant with AS/NZS 3500.1-2003 Clause 5.23); (e) Provide a DIN or NEN standard forged Storz 65 mm coupling fitted with a suction washer for connection to firefighting equipment; (f) Ensure the coupling is accessible and available for connection at all times; (g) Ensure the coupling is fitted with a blank cap and securing chain (minimum 220 mm length); (h) Ensure underground tanks have either an opening at the top of not less than 250 mm diameter or a coupling compliant with this Table; and (i) Where a remote offtake is installed, ensure the offtake is in a position that is: (i) Visible; (ii) Accessible to allow connection by firefighting equipment, (iii) At a working height of 450 – 600mm above ground level; and (iv) Protected from possible damage, including damage by vehicles.
D	Signage for static water connections	Signage for static water connections The firefighting water point for a static water supply must be identified by a sign permanently fixed to the exterior of the assembly in a visible location. The sign must: (a) comply with the water tank signage requirements within <i>Australian Standard AS2304-2011 Water storage tanks for fire protection systems</i> ; or (b) comply with the Tasmania Fire Service Water Supply Guideline published by the Tasmania Fire Service
E	A hardstand area for fire appliances must be provided:	(a) no more than three metres from the firefighting water point, measured as a hose lay (including the minimum water level in dams, swimming pools and the like); (b) no closer than six metres from the building area to be protected; (c) a minimum width of three metres constructed to the same standard as the carriageway; and (d) connected to the property access by a carriageway equivalent to the standard of the property access.

6.0 Compliance

6.1 Planning Compliance

Table 2 summarises the compliance requirements for subdivisions in bushfire prone areas against Code E1 as they apply to this proposal. A planning certificate has been issued for the associated BHMP as being compliant with the relevant standards as outlined below and is located in appendix D.

Table 2. Compliance with Code E1 of the Scheme.

Clause	Compliance
E1.4 Use or development exempt from this code	Not applicable.
E1.5 1 Vulnerable Uses	Not applicable.
E1.5.2 Hazardous Uses	Not applicable
E1.6.1 Subdivision: Provision of hazard management areas	<p>The Bushfire Hazard Management Plan is certified by an accredited person. Each lot within the subdivision has a building area and associated hazard management area shown which is suitable for BAL12.5 construction standards. Hazard management areas are able to be contained within each individual lot, therefore there is no requirement for part 5 agreements or easements to facilitate hazard management.</p> <p>The proposal is compliant with the acceptable solution at A1, (b).</p>
E1.6.2 Subdivision: Public and firefighting access	<p>The Bushfire Hazard Management Plan specifies minimum standards for property access consistent with the requirements of table E2. There is no proposal for public Roadways or fire trails as part of this development. The Bushfire Hazard Management Plan is certified by an accredited person.</p> <p>The proposal is compliant with the acceptable solution at A1, (b).</p>
E1.6.3 Subdivision: Provision of water supply for firefighting purposes	<p>The Bushfire Hazard Management Plan requires static water supplies to be provided. The specifications for static water supplies are provided consistent with table E5.</p> <p>The proposal is compliant with the acceptable solution at A2, (b).</p>

6.2 Building Compliance (for future development)

Future residential development may not require assessment for bushfire management requirements at the planning application stage. Subsequent building applications will require demonstrated compliance with the Directors Determination. If future development is undertaken in compliance with the Bushfire Hazard Management Plan associated with this report, a building surveyor may rely upon it for building compliance purposes if it is not more than 6 years old.

7.0 Summary

The proposed development occurs within a bushfire-prone area. The vegetation is classified as grassland and woodland with the highest risk presented by vegetation to the north and east of the building areas.

A bushfire hazard management plan has been developed and shows hazard management areas with building areas and construction standards, the location of proposed property access and specifications for their construction and, requirements for the provision of firefighting water supplies.

If future development for an individual lot is proposed and is compliant with all the specifications of the bushfire hazard management plan, it may be relied upon for building compliance purposes. If subsequent development does not comply with all the specifications a new assessment will be required.

8.0 Limitations Statement

This Bushfire Hazard Report has been prepared in accordance with the scope of services between Geo-Environmental Solutions Pty. Ltd. (GES) and the applicant. To the best of GES's knowledge, the information presented herein represents the Client's requirements at the time of printing of the report. However, the passage of time, manifestation of latent conditions or impacts of future events may result in findings differing from that described in this report. In preparing this report, GES has relied upon data, surveys, analyses, designs, plans and other information provided by the Client and other individuals and organisations referenced herein. Except as otherwise stated in this report, GES has not verified the accuracy or completeness of such data, surveys, analyses, designs, plans and other information.

The scope of this study does not allow for the review of every possible bushfire hazard condition and does not provide a guarantee that no loss of property or life will occur as a result of bushfire. As stated in AS3959-2018 "It should be borne in mind that the measures contained in this Standard cannot guarantee that a building will survive a bushfire event on every occasion. This is substantially due to the degree of vegetation management, the unpredictable nature and behaviour of fire, and extreme weather conditions". In addition, no responsibility is taken for any loss which is a result of actions contrary to AS3959-2018 or the Tasmanian Planning Commission Bushfire code.

This report does not purport to provide legal advice. Readers of the report should engage professional legal practitioners for this purpose as required. No responsibility is accepted for use of any part of this report in any other context or for any other purpose by third party

8.0 References

Building Amendment (Bushfire-Prone Areas) Regulations 2014

Determination, Director of Building Control – Requirements for Building in Bushfire-Prone Areas, version 2.1 29th August 2017. Consumer, Building and Occupational Services, Department of Justice, Tasmania

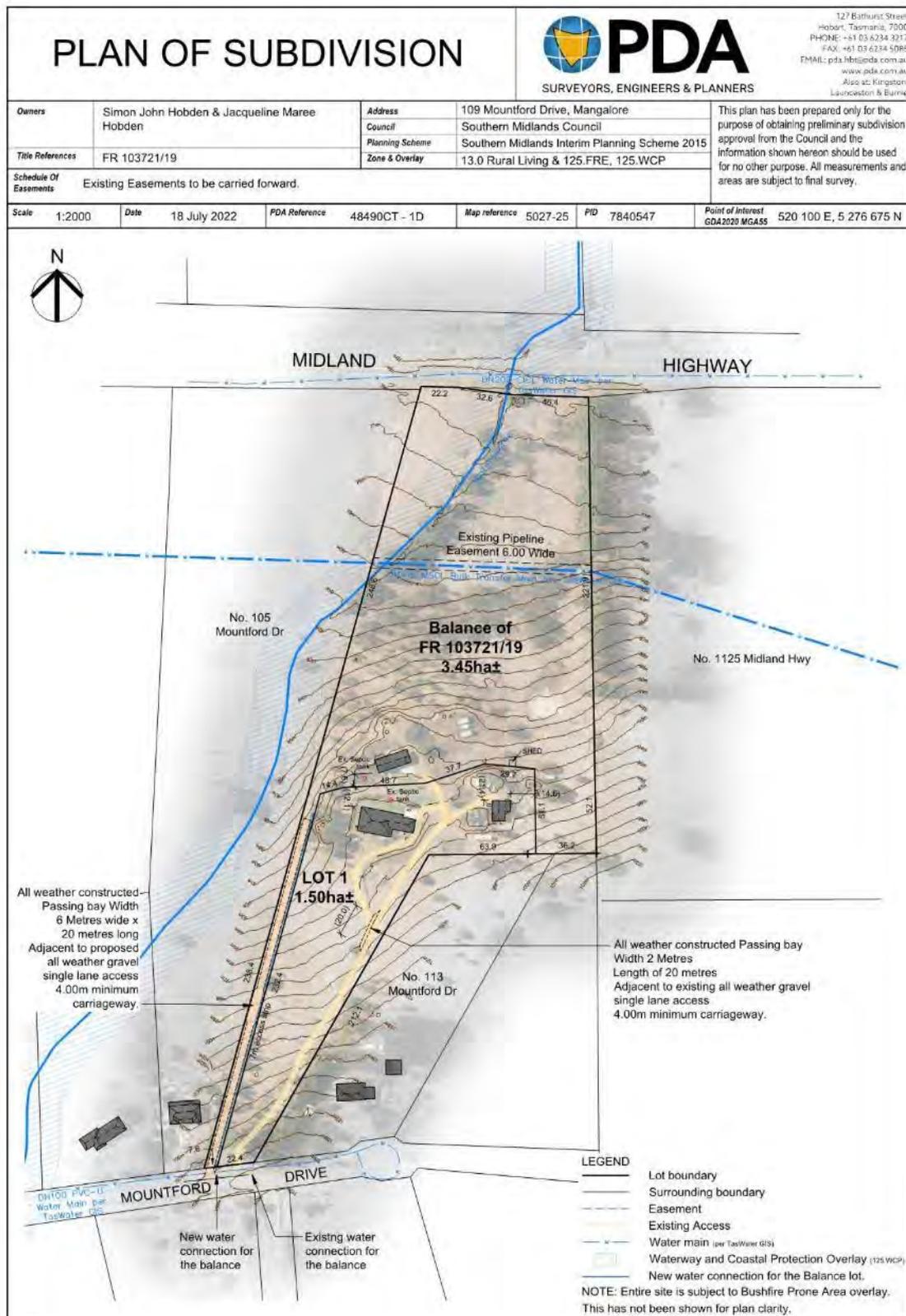
Standards Australia 2018, *Construction of buildings in bushfire prone areas*, Standards Australia, Sydney.

Tasmanian Planning Commission 2017, *Planning Directive No.5.1 – Bushfire prone Areas Code*. Tasmanian Planning Commission, Hobart. 1st September 2017.

The Bushfire Planning Group 2005, *Guidelines for development in bushfire prone areas of Tasmania – Living with fire in Tasmania*, Tasmania Fire Service, Hobart.

Southern Midlands Interim Planning Scheme 2015.

Appendix A - Site Plan



Appendix B – Bushfire Attack Level assessment tables

Table 1. Bushfire Attack Level Assessment - Lot 1.

Azimuth	Vegetation Classification	Effective Slope	Distance to Bushfire-prone vegetation	Hazard management area width	Bushfire Attack Level
North	Grassland [^]	>0 to 5° downslope	0 to <100 metres	16 metres	BAL-12.5
	--	--	--		
	--	--	--		
	--	--	--		
East	Exclusion 2.2.3.2 (e, f) [^]	>0 to 5° downslope	0 to 60 metres	12 metres	BAL-12.5
	Woodland [^]	>5° to 10° downslope	60 to >100 metres		
	--	--	--		
	--	--	--		
South	Grassland [^]	flat 0°	0 to >100 metres	14 metres	BAL-12.5
	--	--	--		
	--	--	--		
	--	--	--		
West	Grassland [^]	upslope	0 to >100 metres	14 metres	BAL-12.5
	--	--	--		
	--	--	--		
	--	--	--		

[^] Vegetation classification as per AS3959-2018 and Figures 2.6(A) to 2.6 (H).

* Low threat vegetation as per Bushfire Prone Areas Advisory Note (BHAN) No.1-2014, version 3, 8/11/2017.

^{^^} Exclusions as per AS3959-2018, section 2.2.3.2, (a) to (f).

Table 2. Bushfire Attack Level Assessment - Balance Lot

Azimuth	Vegetation Classification	Effective Slope	Distance to Bushfire-prone vegetation	Hazard management area width	Bushfire Attack Level
North	Grassland [^]	>0 to 5° downslope	0 to >100 metres	16 metres	BAL-12.5
	--	--	--		
	--	--	--		
	--	--	--		
East	Exclusion 2.2.3.2 (e, f) [^]	>5° to 10° downslope	0 to 20 metres	32 metres	BAL-12.5
	Woodland [^]	>5° to 10° downslope	20 to >100 metres		
	--	--	--		
	--	--	--		
South	Grassland [^]	flat 0°	0 to >100 metres	14 metres	BAL-12.5
	--	--	--		
	--	--	--		
	--	--	--		
West	Exclusion 2.2.3.2 (e, f) [^]	upslope	0 to 49 metres	8 metres	BAL-12.5
	Grassland [^]	upslope	49 to >100		
	--	--	--		
	--	--	--		

[^] Vegetation classification as per AS3959-2018 and Figures 2.6(A) to 2.6 (H).

* Low threat vegetation as per Bushfire Prone Areas Advisory Note (BHAN) No.1-2014, version 3, 8/11/2017.

^{^^} Exclusions as per AS3959-2018, section 2.2.3.2, (a) to (f).

Appendix C

Bushfire Hazard Management Plan



**Bushfire Hazard Management Plan, 109 Mountford Drive,
Mangalore. July 2022. J6555v2
Southern Midlands Interim Planning Scheme 2015**



GEO-ENVIRONMENTAL

SOLUTIONS

29 Kirksway Place, Battery Point.
T| 62231839 E| office@geosolutions.net.au

Compliance Requirements

Property Access

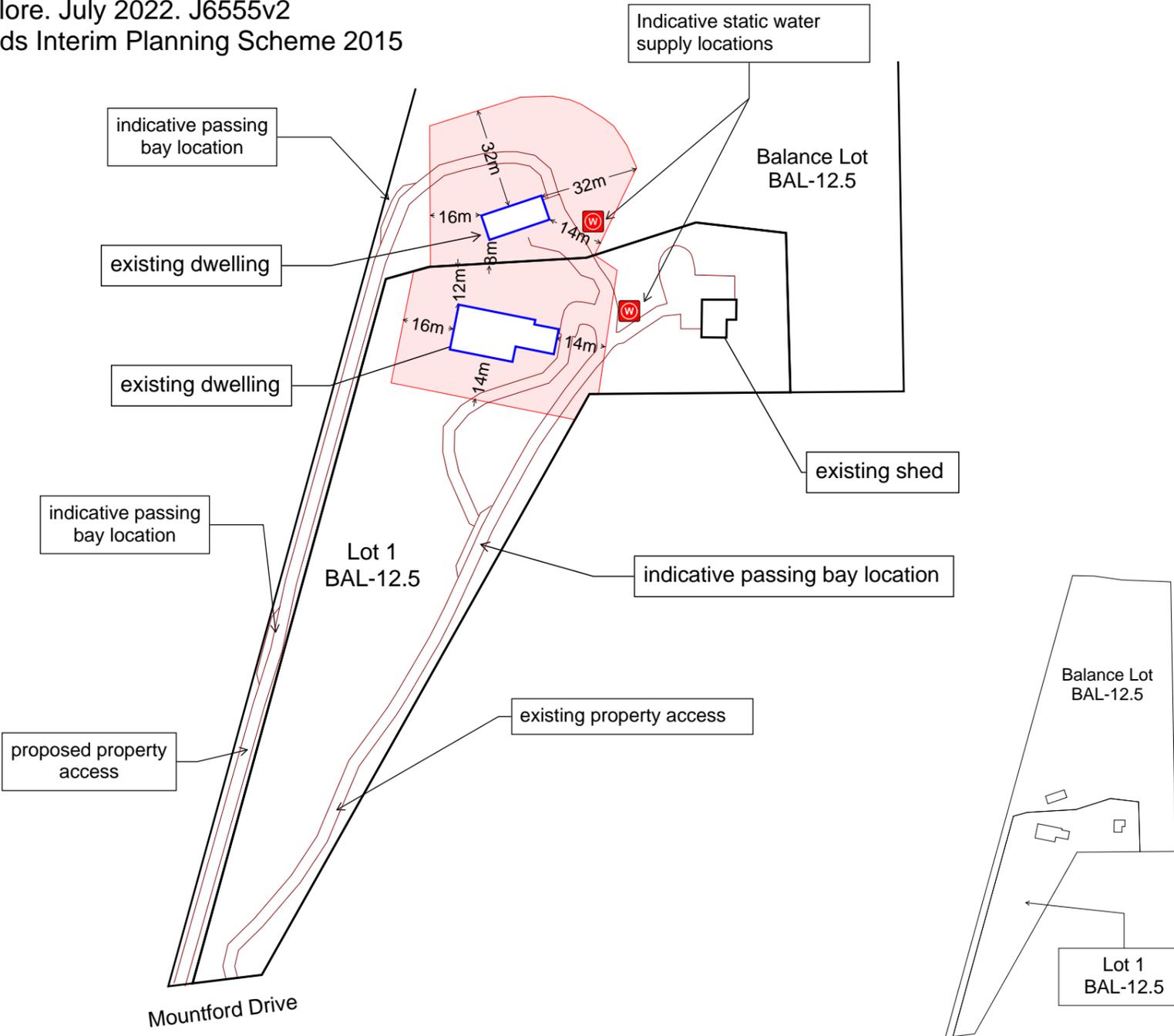
The following design and construction requirements apply to property access:
(a) All-weather construction;
(b) Load capacity of at least 20 tonnes, including for bridges and culverts;
(c) Minimum carriageway width of 4 metres;
(d) Minimum vertical clearance of 4 metres;
(e) Minimum horizontal clearance of 0.5 metres from the edge of the carriageway;
(f) Cross falls of less than 3° (1:20 or 5%);
(g) Dips less than 7° (1:8 or 12.5%) entry and exit angle;
(h) Curves with a minimum inner radius of 10 metres;
(i) Maximum gradient of 15° (1:3.5 or 28%) for sealed roads, and 10° (1:5.5 or 18%) for unsealed roads; and
(j) Terminate with a turning area for fire appliances provided by one of the following:
(i) A turning circle with a minimum outer radius of 10 metres;
(ii) A property access encircling the building; or
(iii) A hammerhead "T" or "Y" turning head 4 metres wide and 8 metres long

Water Supplies for Firefighting

The sites are not serviced by a reticulated water supply system which includes hydrants with 120 metres of the sites, therefore a dedicated, static firefighting water supply will be provided in accordance with the following;

- A) Distance between building area to be protected and water supply
The following requirements apply:
(a) The building area to be protected must be located within 90 metres of the fire fighting water point of a static water supply; and
(b) The distance must be measured as a hose lay, between the fire fighting water point and the furthest part of the building area.
- B) Static Water Supplies
A static water supply:
(a) May have a remotely located offtake connected to the static water supply;
(b) May be a supply for combined use (fire fighting and other uses) but the specified minimum quantity of fire fighting water must be available at all times;
(c) Must be a minimum of 10,000 litres per building area to be protected. This volume of water must not be used for any other purpose including fire fighting sprinkler or spray systems;
(d) Must be metal, concrete or lagged by non-combustible materials if above ground; and
(e) If a tank can be located so it is shielded in all directions in compliance with Section 3.5 of AS 3959-2009, the tank may be constructed of any material provided that the lowest 400 mm of the tank exterior is protected by:
(i) metal;
(ii) non-combustible material; or
(iii) fibre-cement a minimum of 6 mm thickness.
- C) Fittings and pipework associated with a fire fighting water point for a static water supply must:
(a) Have a minimum nominal internal diameter of 50mm; (2) Be fitted with a valve with a minimum nominal internal diameter of 50mm;
(b) Be fitted with a valve with a minimum nominal internal diameter of 50mm;
(c) Be metal or lagged by non-combustible materials if above ground;
(d) Where buried, have a minimum depth of 300mm (compliant with AS/NZS 3500.1-2003 Clause 5.23);
(e) Provide a DIN or NEN standard forged Storz 65 mm coupling fitted with a suction washer for connection to fire fighting equipment;
(f) Ensure the coupling is accessible and available for connection at all times;
(g) Ensure the coupling is fitted with a blank cap and securing chain (minimum 220 mm length);
(h) Ensure underground tanks have either an opening at the top of not less than 250 mm diameter or a coupling compliant with this Table; and
(i) Where a remote offtake is installed, ensure the offtake is in a position that is:
(i) Visible;
(ii) Accessible to allow connection by fire fighting equipment,
(iii) At a working height of 450 – 600mm above ground level; and
(iv) Protected from possible damage, including damage by vehicles.

D) Signage for static water connections
The fire fighting water point for a static water supply must be identified by a sign permanently fixed to the exterior of the assembly in a visible location. The sign must comply with the Tasmania Fire Service Water Supply Signage Guideline published by the Tasmania Fire Service



- E) Hardstand
A hardstand area for fire appliances must be provided:
(a) No more than three metres from the fire fighting water point, measured as a hose lay (including the minimum water level in dams, swimming pools and the like); (b) No closer than six metres from the building area to be protected;
(c) With a minimum width of three metres constructed to the same standard as the carriageway; and
(d) Connected to the property access by a carriageway equivalent to the standard of the property access.

Hazard Management Areas
A hazard management area is required to be established and maintained for the life of the building and is shown on this BHMP. Guidance for the establishment and maintenance of the hazard management area is also provided.

Hazard Management Area
 Building Area
 Static Water Supply Point

Note: the requirements of sections 5.1, 5.2, 5.3 of the Bushfire Hazard Report are required to be implemented for lot 2 prior to the sealing of titles.

Hazard Management Area
A hazard management area is the area, between a habitable building or building area and the bushfire prone vegetation, which provides access to a fire front for firefighting, which is maintained in a minimal fuel condition and in which there are no other hazards present which will significantly contribute to the spread of a bushfire. This can be achieved through, but is not limited to the following actions;

- Remove fallen limbs, sticks, leaf and bark litter;
- Maintain grass at less than a 100mm height;
- Avoid the use of flammable mulches (especially against buildings);
- Thin out under-story vegetation to provide horizontal separation between fuels;
- Prune low-hanging tree branches (<2m from the ground) to provide vertical separation between fuel layers;
- Remove or prune larger trees to establish and maintain horizontal separation between tree canopies;
- Minimise the storage of flammable materials such as firewood;
- Maintain vegetation clearance around vehicular access and water supply points;
- Use low-flammability plant species for landscaping purposes where possible;
- Clear out any accumulated leaf and other debris from roof gutters and other debris accumulation points.

It is not necessary to remove all vegetation from the hazard management area, trees may provide protection from wind borne embers and radiant heat under some circumstances.

Certification No. J5381

Mark Van den Berg
Acc. No. BFP-108
Scope 1, 2, 3A, 3B, 3C.

Do not scale from these drawings. Dimensions to take precedence over scale.	S. Hobden & J Hobden 109 Mountford Drive, Mangalore, Tas. 7030	C.T.: 103721/19 PID: 7840547	Date: 21/07/2022 163	Bushfire Hazard Management Plan 109 Mountford Drive, Mangalore. July 2022. J6555v2 Bushfire Management Report 109 Mountford Drive, Mangalore. July 2022. J6555v2	Drawing Number: A01	Sheet 1 of 1 Prepared by: MvdB
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Appendix D

Planning Certificate

BUSHFIRE-PRONE AREAS CODE

CERTIFICATE¹ UNDER S51(2)(d) LAND USE PLANNING AND APPROVALS ACT 1993

1. Land to which certificate applies

The subject site includes property that is proposed for use and development and includes all properties upon which works are proposed for bushfire protection purposes.

Street address:

109 Montford Drive, Mangalore, Tas. 7030

Certificate of Title / PID:

103721/19 7840547

2. Proposed Use or Development

Description of proposed Use and Development:

Subdivision of land resulting one additional lot

Applicable Planning Scheme:

Southern Midlands Interim Planning Scheme 2015

3. Documents relied upon

This certificate relates to the following documents:

Title	Author	Date	Version
Plan of Subdivision	PDA surveyors	18/06/2022	48490CT-1D
Bushfire Hazard Report 109 Mountford Drive, Mangalore. July 2022. J6555v2	Mark Van den Berg	21/07/2022	2
Bushfire Hazard Management Plan 109 Mountford Drive, Mangalore. July 2022. J6555v2	Mark Van den Berg	21/07/2022	2

¹ This document is the approved form of certification for this purpose and must not be altered from its original form.

4. Nature of Certificate

The following requirements are applicable to the proposed use and development:

<input type="checkbox"/> E1.4 / C13.4 – Use or development exempt from this Code	
Compliance test	Compliance Requirement
<input type="checkbox"/> E1.4(a) / C13.4.1(a)	Insufficient increase in risk

<input type="checkbox"/> E1.5.1 / C13.5.1 – Vulnerable Uses	
Acceptable Solution	Compliance Requirement
<input type="checkbox"/> E1.5.1 P1 / C13.5.1 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
<input type="checkbox"/> E1.5.1 A2 / C13.5.1 A2	Emergency management strategy
<input type="checkbox"/> E1.5.1 A3 / C13.5.1 A2	Bushfire hazard management plan

<input type="checkbox"/> E1.5.2 / C13.5.2 – Hazardous Uses	
Acceptable Solution	Compliance Requirement
<input type="checkbox"/> E1.5.2 P1 / C13.5.2 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
<input type="checkbox"/> E1.5.2 A2 / C13.5.2 A2	Emergency management strategy
<input type="checkbox"/> E1.5.2 A3 / C13.5.2 A3	Bushfire hazard management plan

<input checked="" type="checkbox"/> E1.6.1 / C13.6.1 Subdivision: Provision of hazard management areas	
Acceptable Solution	Compliance Requirement
<input type="checkbox"/> E1.6.1 P1 / C13.6.1 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
<input type="checkbox"/> E1.6.1 A1 (a) / C13.6.1 A1(a)	Insufficient increase in risk
<input checked="" type="checkbox"/> E1.6.1 A1 (b) / C13.6.1 A1(b)	Provides BAL-19 for all lots (including any lot designated as 'balance').
<input type="checkbox"/> E1.6.1 A1(c) / C13.6.1 A1(c)	Consent for Part 5 Agreement

<input checked="" type="checkbox"/>	E1.6.2 / C13.6.2 Subdivision: Public and fire fighting access	
	Acceptable Solution	Compliance Requirement
<input type="checkbox"/>	E1.6.2 P1 / C13.6.2 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
<input type="checkbox"/>	E1.6.2 A1 (a) / C13.6.2 A1 (a)	Insufficient increase in risk
<input checked="" type="checkbox"/>	E1.6.2 A1 (b) / C13.6.2 A1 (b)	Access complies with relevant Tables

<input checked="" type="checkbox"/>	E1.6.3 / C13.1.6.3 Subdivision: Provision of water supply for fire fighting purposes	
	Acceptable Solution	Compliance Requirement
<input type="checkbox"/>	E1.6.3 A1 (a) / C13.6.3 A1 (a)	Insufficient increase in risk
<input type="checkbox"/>	E1.6.3 A1 (b) / C13.6.3 A1 (b)	Reticulated water supply complies with relevant Table (Lot 1)
<input type="checkbox"/>	E1.6.3 A1 (c) / C13.6.3 A1 (c)	Water supply consistent with the objective
<input type="checkbox"/>	E1.6.3 A2 (a) / C13.6.3 A2 (a)	Insufficient increase in risk
<input checked="" type="checkbox"/>	E1.6.3 A2 (b) / C13.6.3 A2 (b)	Static water supply complies with relevant Table
<input type="checkbox"/>	E1.6.3 A2 (c) / C13.6.3 A2 (c)	Static water supply consistent with the objective

5. Bushfire Hazard Practitioner

Name: Mark Van den Berg

Phone No: 03 62231839

Postal Address: 29 Kirksway Place
Battery Point Tas. 7004

Email Address: mvandenberg@geosolutions.net.au

Accreditation No: BFP – 108

Scope: 1, 2, 3a, 3b & 3c

6. Certification

I certify that in accordance with the authority given under Part 4A of the *Fire Service Act 1979* that the proposed use and development:

- Is exempt from the requirement Bushfire-Prone Areas Code because, having regard to the objective of all applicable standards in the Code, there is considered to be an insufficient increase in risk to the use or development from bushfire to warrant any specific bushfire protection measures, or
- The Bushfire Hazard Management Plan/s identified in Section 3 of this certificate is/are in accordance with the Chief Officer's requirements and compliant with the relevant **Acceptable Solutions** identified in Section 4 of this Certificate.

Signed:
certifier



Name:

Mark Van den Berg

Date: 21/07/2022

Certificate
Number: J6555

(for Practitioner Use only)

Appendix E

Certificate of Others

**CERTIFICATE OF QUALIFIED PERSON – ASSESSABLE
ITEM**

Section 321

Form **55**

To: Owner /Agent
 Address
 Suburb/postcode

Qualified person details:

Qualified person:
 Address: Phone No:
 Fax No:
 Licence No: Email address:

Qualifications and Insurance details: *(description from Column 3 of the Director's Determination - Certificates by Qualified Persons for Assessable Items)*

Speciality area of expertise: *(description from Column 4 of the Director's Determination - Certificates by Qualified Persons for Assessable Items)*

Details of work:

Address: Lot No:
 Certificate of title No:
 The assessable item related to this certificate: *(description of the assessable item being certified)*
 Assessable item includes –
 - a material;
 - a design
 - a form of construction
 - a document
 - testing of a component, building system or plumbing system
 - an inspection, or assessment, performed

Certificate details:

Certificate type: *(description from Column 1 of Schedule 1 of the Director's Determination - Certificates by Qualified Persons for Assessable Items n)*

This certificate is in relation to the above assessable item, at any stage, as part of - (tick one)
 building work, plumbing work or plumbing installation or demolition work:

or

a building, temporary structure or plumbing installation:

In issuing this certificate the following matters are relevant –

Documents:	Bushfire Hazard Report 109 Mountford Drive, Mangalore. July 2022. J6555v2 Bushfire Hazard Management Plan 109 Mountford Drive, Mangalore. July 2022. J6555v2 and Form 55.
Relevant calculations:	N/A
References:	Determination, Director of Building Control Requirements for Building in Bushfire-Prone Areas, version 2.2 6 th February 2020. Consumer, Building and Occupational Services, Department of Justice, Tasmania. Building Amendment (Bushfire-Prone Areas) Regulations 2014. Standards Australia 2018, Construction of buildings in bushfire prone areas, Standards Australia, Sydney.

Substance of Certificate: (what it is that is being certified)

The Bushfire Attack Level is marked on the Bushfire Hazard management plan for each lot. All specifications of report and BHMP required for compliance.

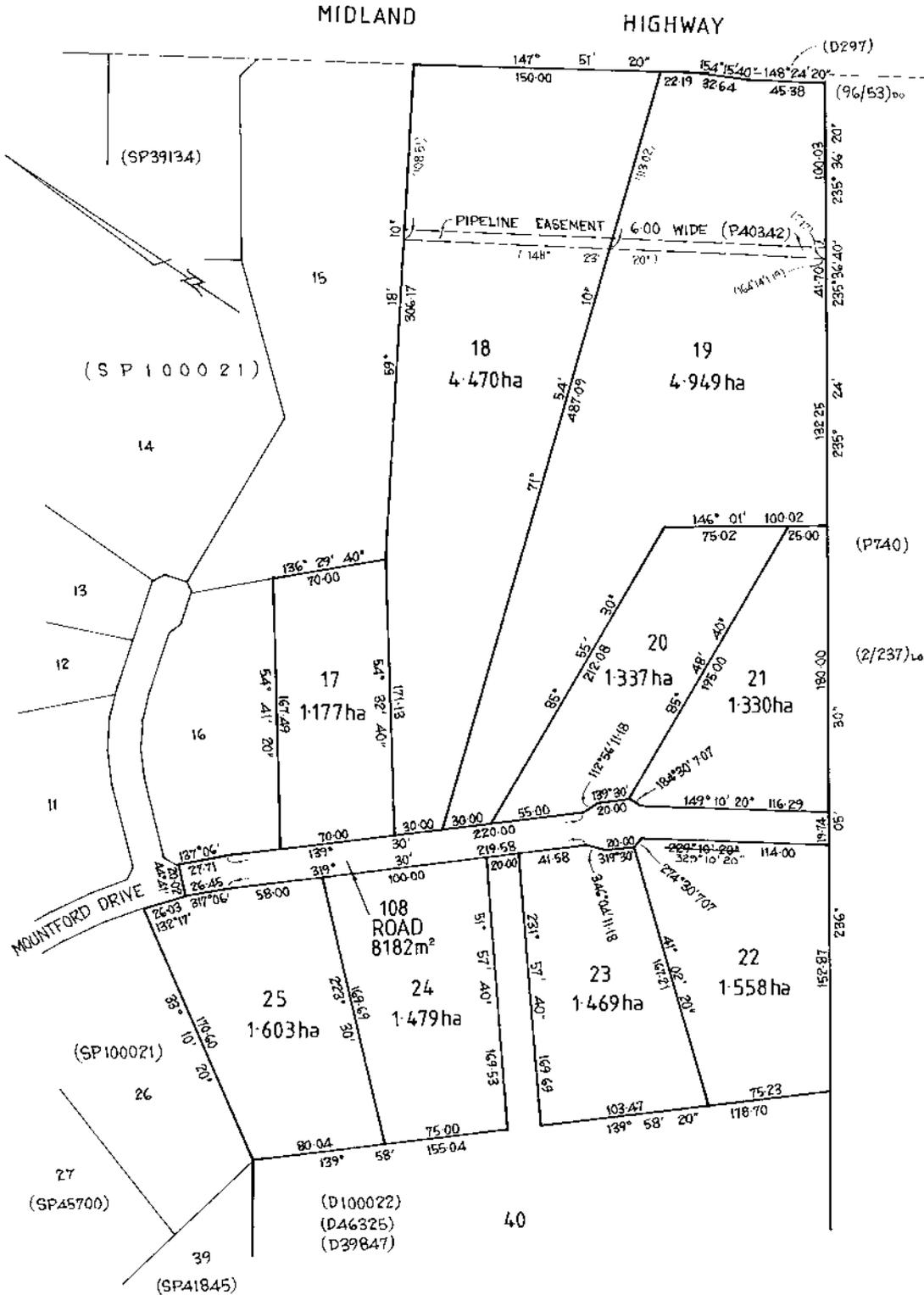
Scope and/or Limitations

Scope: This report was commissioned to identify the Bushfire Attack Level for the existing property. Limitations: The inspection has been undertaken and report provided on the understanding that;-1. The report only deals with the potential bushfire risk all other statutory assessments are outside the scope of this report. 2. The report only identifies the size, volume and status of vegetation at the time the site inspection was undertaken. 3. Impacts of future development and vegetation growth have not been considered.

I certify the matters described in this certificate.

Qualified person: *Signed:*  *Certificate No:* *Date:*

<p>ANNEXURE SHEET No 1 of 1 annexes to plan by Surveyor C.M. Terry</p>	<p>This sheet contains detailed drawings of parcels shown on the index plan to which it is attached, which plan is verified by my certificate dated _____ and that certificate extends to the detail shown on this sheet</p>	<p>Registered Number SP.103721</p>
<p>Signed for the purposes of identification Council Clerk </p>	<p>Surveyor <i>C.M. Terry</i> Owner David William Eddingtott and Denise Cresswell Title Reference C.T. 100022-1</p>	<p>Scale 1:2000 Measurements in Metres</p>



SEARCH OF TORRENS TITLE

VOLUME 103721	FOLIO 19
EDITION 11	DATE OF ISSUE 22-Apr-2016

SEARCH DATE : 29-Jun-2022

SEARCH TIME : 08.34 AM

DESCRIPTION OF LAND

Parish of STRANGFORD, Land District of MONMOUTH
 Lot 19 on Sealed Plan 103721
 Derivation : Part of 486 acres & 519 acres Gtd to William
 Kimberley and Thomas Yardley Lowes
 Prior CT 100022/1

SCHEDULE 1

M519218 TRANSFER to SIMON JOHN HOBDEN and JACQUELINE MAREE
 HOBDEN Registered 03-Jun-2015 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP103721 EASEMENTS in Schedule of Easements
 SP41845, SP103721 COVENANTS in Schedule of Easements
 SP41845, SP103721 COUNCIL NOTIFICATION under Section 468(12)
 of the Local Government Act 1962
 E22055 MORTGAGE to Commonwealth Bank of Australia
 Registered 22-Sep-2015 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

REGISTERED NUMBER

SP103721

SCHEDULE OF EASEMENTS

NOTE:—The Town Clerk or Council Clerk must sign the certificate on the back page for the purpose of identification.

The Schedule must be signed by the owners and mortgagees of the land affected. Signatures should be attested.

EASEMENTS AND PROFITS

Each lot on the plan is together with:—

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits à prendre described hereunder.

Each lot on the plan is subject to:—

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits à prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

NO PROFITS A PRENDRE are created to benefit or burden the lots shown on the plan

EASEMENTS

Lots 18 and 19 are both subject to a Pipeline Easement in favour of the Hobart Regional Water Board as more fully set forth in Notification No's B380678 and B435013 over such portion of the Pipeline Easement 6.00 Wide shown passing through such lots

FENCING COVENANT

The Owner or Owners of the lots shown on the plan covenant with the Vendors David William Eddington and Denise Cresswell (as personal representatives of the Estate of Joan Mary Eddington) and David William Eddington that the Vendors shall not be required to fence

COVENANTS

The Owner or Owners of each lot on the plan covenants with David William Eddington and Denise Cresswell (as personal representatives of the Estate of Joan Mary Eddington) and David William Eddington and the Owners for the time being of each and every other lot shown on the plan to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other lot shown on the plan to observe the following stipulations:-

1. Not to erect on any lot any dwelling house or permanent structure of any material other than brick, brick veneer, or concrete masonry exterior with non reflective roof material;
2. Not to erect on such lot more than one private dwelling house with the usual and necessary outbuildings of a permanent nature;
3. Not to use the dwelling house erected on such lot for any other purpose than as a private dwelling house;
4. Not to carry on or to permit to be carried on any trades, noisome, noxious or offensive or otherwise on such lot;
5. Not to erect or permit to be erected on such lot or any part thereof, or attach or permit to be attached, to the dwelling house or outbuildings erected thereon, any advertisements, hoarding, bill or poster or any similar erection of any unsightly nature;
6. Not to keep on such lot at any given time more than two dogs of a greater age than six months and notwithstanding the aforesaid not to keep at anytime any greyhounds on the said lot;
7. Not to park or permit to be parked any caravan or similar vehicle on such lot for use as permanent or semi-permanent residential accommodation;
8. Not to erect or permit to be erected on such lot any building constructed in whole or in part of unpainted galvanised iron or any other building materials which contrast rather than blend with the rural environment;
9. The Vendor reserves the right to sell any part of the unsold land shown on the said survey plan, freed and exempt from any one or more of the restrictive covenants and conditions or to waive or alter any such restrictive covenants as to any land not transferred;
10. Not to permit access to the Midlands Highway in respect of lots 18 and 19 on the plan without written permission from the Municipality of Brighton or the Department of Roads and Transport;

43 Sealed Plan

Each lot on the plan which formerly comprised part of Lot 1 on Diagram No. ~~100022~~⁴¹⁸⁴⁵ is burdened by restrictive covenants more particularly set forth in Sealed Plan No. ~~100022~~⁴¹⁸⁴⁵

Signed by DAVID WILLIAM EDDINGTON)
and DAVID WILLIAM EDDINGTON and)
DENISE CRESSWELL the registered)
proprietors of the land in Folio)
of the Register Volume 100022)
Folio 1 in the presence of:-)

David Eddington DWE
Denise Cresswell DWE
[Signature] D.C.

WITNESSES - *Stanley Thrice*
27 First Avenue West Moonah
Industrial Chaplain

This is the schedule of easements attached to the plan of David William Eddington & Others.....
(Insert Subdivider's Full Name)

..... affecting land in

Folio of the Register Volume 100022 Folio 1.....
(Insert Title Reference)

Sealed by .. Municipality of Brighton..... on 4TH MARCH 1993

Solicitor's Reference DOBSON MITCHELL & ALLPORT.....
CEP Council Clerk/Town Clerk

05-K-3134

Louisa Brown

Sent: Friday, 9 September 2022 12:42 PM
To: Timothy Kirkwood <tkirkwood@southernmidlands.tas.gov.au>
Subject: development Mountford Drive

I have just learned of a proposed subdivision on Mountford Drive and also an Outbuilding

I am concerned that a greater density of blocks will diminish the rural nature of the area. Farm animals sometimes make noise, sometimes they smell, this is normal in a rural environment but not in suburbia. A greater density of buildings was not what Mountford drive was designed for. I am concerned my right to enjoy my rural property will be eroded by this development.

Covenant on the title.

The Covenant on the existing title precludes any more than ONE dwelling on the property.

The Covenant also precludes any trade being carried out on the property.

The Covenant also says no building is to be built other than in brick.

Is this Covenant still in place?

Rural Amenity

You will recall that when a previous subdivision was planned (Jackman) the council took the view that it would diminish the rural values and characteristics of the area.

This development, allowing for a greater density of buildings is inconsistent with the council's stated views and will set a precedent for further subdivision of the area

A proliferation of auxiliary structures on this site is inconsistent with the rural landscape.

It will set a precedent for others in the neighbourhood to do the same which will destroy the reason Mountford Drive was established in the first place - as a place for Rural Living.

Access

When the previous subdivision application was made (Jackman) the council raised concerns that there was only one road in and one road out. By allowing for a higher density there is still the question of an escape route should there be a bushfire.

Services

Does the council have a plan to upgrade the services on Mountford Drive to accomodate a higher density?

The Southern Midlands prides itself on being a rural community. We need to protect those values and not allow development by stealth.
Rural Living should be protected.

Mountford Drive was established with covenants in place for a reason - these should be respected.

Kind Regards



Council Partnership Agreement Southern Midlands Council 2021/2022

DST is Tasmania's southern regional tourism organisation (RTO), stretching across the municipalities of Hobart, Glenorchy, Clarence, Brighton, Sorell, Kingborough, Huon Valley, Derwent Valley, Tasman, Central Highlands and Southern Midlands. Funded by a combination of membership fees and support from our state government and local councils, we are an industry-led, non-profit organisation with a strong voice for tourism in the southern region. We are managed by a small team of dedicated industry professionals who draw on the wealth of experience provided by our Board.

The Southern Midlands Council (SMC) has been supporting DST since 2013 based on a *Council Partnership*. This 2021/2022 partnership agreement outlines the key deliverables and identifies the expectations of each party for the purposes of priority setting and performance measurement.

The coming 12 months will be focused on recovery initiatives and support for tourism and hospitality businesses to survive the recent Covid – 19 crisis.

Both organisations share the objective of helping to grow the tourism businesses in their area and commit to an industry-led approach to regional tourism that has the provision of a quality experience for the visitor as our shared focus. The agreed obligations for each organisation to the other are detailed in the following tables.

Southern Midlands Council

Obligations

The agreed obligations for each organisation to the other are detailed in the following tables.

Southern Midlands Council will pay a membership fee of **\$6692.11+GST**.

Both organisations will make its contact officers available for collaborative efforts on the projects and areas below.

Destination Southern Tasmania's three pillars of activity.

Pillar	Actions	Achieved
Industry development	<ol style="list-style-type: none"> 1. DST to work with SMC and the SM industry operators to support the local tourism organisation. 2. DST to inform SMC of all industry development opportunities for promotion through SMC channels. 3. Unlimited SMC staff to attend free member industry development events. 4. DST to commit to hosting at least one event in the region per year. 5. DST to work with SMC on communicating and involving SMC businesses in Covid 19 recovery initiatives. 6. DST to work with SMC to identify opportunities within the Austrade agritourism project 	<ol style="list-style-type: none"> 1. Yes, through the HHRTA 2. Yes 3. Available 4. Yes, Know Your Neighbour 5. Yes 6. Yes
<p>Consumer marketing</p> <p><i>DST own the consumer facing destination marketing channel of Hobart and Beyond (website, Facebook and Instagram)</i></p>	<div style="display: flex; align-items: center;">  <p>45k followers, 5.7 million impressions, 3.3million reached</p> </div> <div style="display: flex; align-items: center;">  <p>25.5k followers, 2 million impressions, 1.2million reached</p> </div> <div style="display: flex; align-items: center;">  <p>92k users</p> </div> <ol style="list-style-type: none"> 1. DST to include SMC events and attractions in its digital content (ATDW listing needed). 2. DST to train an identified SMC officer in how to load council attractions into ATDW like playgrounds. 3. DST to include relevant SMC venues on its consumer facing map <i>Explore Tasmania's South</i> . Current inclusions: <ul style="list-style-type: none"> • Callington Mill • Dysart House • Kempton • Colebrook • Oatlands • Tunbridge 4. DST to feature relevant SMC areas in its digital marketing. Examples currently include: <ul style="list-style-type: none"> • Callington Mill • Dysart House • Kempton • Colebrook • Oatlands • Tunbridge 	<ol style="list-style-type: none"> 1. Yes 2. Pending 3. Yes 4. Yes

Advocacy	<p>1. DST to advocate on relevant tourism related developments or issues as advised by Council. *</p> <p>Examples may include</p> <ul style="list-style-type: none"> • Oatlands accommodation development (if approved) • Callington Mill development • Events support <p>2. DST to work with SMC to promote SMC objectives in the Covid 19 recovery initiatives and 2030 strategy work</p> <p>*must not contravene a DST board position</p>	<p>1. Yes</p> <p>2. 2030 strategy work recommences in September 22</p>
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Other relevant works

Item	Actions	Achieved
Destination Action Plans (DAP)	DST will collaborate with SMC to assist any identified projects from SM that align with the relevant DAP and assist in the grant application process.	Yes, Oatlands accommodation
Member benefits	DST to ensure that SMC receives all industry member benefits at the Ultimate level outlined in <i>Appendix A</i> as appropriate for SMC's activities.	Yes

Contact Officers

SMC's contact officer for all matters relating to this agreement is the Deputy General Manager

SMC's contact officer for all matters relating to this agreement is the CEO.



Council Partnership Agreement Southern Midlands Council 2022/2023

DST is Tasmania's southern regional tourism organisation (RTO), stretching across the municipalities of Hobart, Glenorchy, Clarence, Brighton, Sorell, Kingborough, Huon Valley, Derwent Valley, Tasman, Central Highlands and Southern Midlands. Funded by a combination of membership fees and support from our state government and local councils, we are an industry-led, non-profit organisation with a strong voice for tourism in the southern region. We are managed by a small team of dedicated industry professionals who draw on the wealth of experience provided by our Board.

The Southern Midlands Council (SMC) has been supporting DST since 2013 based on a *Council Partnership*. This 2022/2023 partnership agreement outlines the key deliverables and identifies the expectations of each party for the purposes of priority setting and performance measurement.

The coming 12 months will be focused on recovery initiatives, business support as well as delivering on the actions identified in the Southern Tasmanian Destination Management Plan, to be released soon.

Both organisations share the objective of helping to grow the tourism businesses in their area and commit to an industry-led approach to regional tourism that has the provision of a quality experience for the visitor as our shared focus. The agreed obligations for each organisation to the other are detailed in the following tables.

Southern Midlands Council

Obligations

The agreed obligations for each organisation to the other are detailed in the following tables.

The Council will pay a membership fee of **\$6840.00+GST**.

Both organisations will make its contact officers available for collaborative efforts on the projects and areas below.

Destination Southern Tasmania's three pillars of activity.

Pillar	Actions	Achieved
<p>Industry development</p>	<ol style="list-style-type: none"> 1. DST to work with SMC and the SM industry operators to support the local tourism organisation. 2. DST to inform SMC of all industry development opportunities for promotion through SMC channels. 3. Unlimited SMC staff to attend free member industry development events. 4. DST to commit to hosting at least one event in the region per year. 5. DST to work with SMC on communicating and involving SMC businesses in Covid 19 recovery initiatives. 6. DST to work with SMC to identify opportunities within the Austrade agritourism project 	
<p>Consumer marketing</p> <p><i>DST own the consumer facing destination marketing channel of Hobart and Beyond (website, Facebook and Instagram)</i></p>	 62.4k followers, 6.2 million impressions, 3.7million reached  32.3k followers, 2.5 million impressions, 1.7million reached <ol style="list-style-type: none"> 1. DST to include SMC events and attractions in its digital content (ATDW listing needed). 2. DST to train an identified SMC officer in how to load council attractions into ATDW like playgrounds. 3. DST to work with SMC to audit general services and events venues for ATDW listing and event opportunity promotion. 4. DST to include relevant SMC venues on its consumer facing map <i>Explore Tasmania's South</i> . Current inclusions: <ul style="list-style-type: none"> • Callington Mill • Dysart House • Kempton • Colebrook • Oatlands • Tunbridge 5. DST to feature relevant SMC areas in its digital marketing. Examples currently include: <ul style="list-style-type: none"> • Callington Mill • Dysart House • Kempton • Colebrook • Oatlands • Tunbridge 	
<p>Advocacy</p>	<ol style="list-style-type: none"> 1. DST to advocate on relevant tourism related developments or issues as advised by Council. * <p>Examples may include</p> <ul style="list-style-type: none"> • Oatlands accommodation development (if approved) 	

	<ul style="list-style-type: none"> • Callington Mill development • Events support <p>2. DST to work with SMC to promote SMC objectives in the Covid 19 recovery initiatives and 2030 strategy work</p> <p>*Must not contravene a DST board position</p>	
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Other relevant works

Item	Actions	Achieved
Destination Management Plan	DST will collaborate with CCC to assist any identified projects from CCC that align with the Southern Tasmania Destination Management Plan (DMP) and assist in any grant application process.	
Member benefits	DST to ensure that SMC receives all industry member benefits at the Ultimate level outlined in <i>Appendix A</i> as appropriate for SMC's activities.	

Contact Officers

SMC's contact officer for all matters relating to this agreement is the Deputy General Manager

SMC's contact officer for all matters relating to this agreement is the CEO.

Southern Midlands Council	Destination Southern Tasmania
Andrew Benson Deputy General Manager	Alex Heroys Chief Executive Officer
Date:	Date:
Witness Name: Position: Address:	Witness Name: Position: Address:

DRAFT



Grant deed

Grant program: Premier's Fund for Children and Young People

The Crown in Right of Tasmania
(represented by the Department of Premier and Cabinet)
(Grantor)

and

Southern Midlands Council
(Recipient)

OCS APPROVED TEMPLATE
Grant Docs-Grant deed (long form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Premier and Cabinet
Contact officer: Megan Hill
Telephone: (03) 6232 7592
Email: Megan.Hill@dpac.tas.gov.au

Document ref: Template - Long Form Grant Deed - Premier Fund for Children and Young People.docx

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Grant deed

Details and recitals

Date:

Parties:

Name **The Crown in Right of Tasmania**
(represented by the Department of Premier and Cabinet)
Short form name **Grantor**
Notice details C/- Department of Premier and Cabinet,
15 Murray Street, Hobart TAS 7000

Email: grants@dpac.tas.gov.au
Attention: Secretary, Department of Premier and Cabinet

Name **Southern Midlands Council**
ACN/ARBN/ABN 68 653 459 589
Short form name **Recipient**
Notice details 71 High Street
Oatlands TAS

Contact Number: (03) 6254 5050
Email: abriggs@southernmidlands.tas.gov.au
Attention: Mr Adam Briggs, Oatlands Aquatic Centre Coordinator

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 implement the Splash-in Good Fun program which will engage children and young people (aged 3-18 years) in swimming lessons and water skill opportunities at the new Oatlands Aquatic Centre in line with the Grant Application submitted on 11 February 2022.	
Item 2 (clause 2.1):	Grant Amount
The grant amount is for Fifty Thousand dollars (\$50,000.00) (plus GST if applicable).	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant is to be paid to the Recipient in one instalment of \$50,000.00 to be paid by electronic funds transfer to the following account held by the Recipient within 15 days of receipt of a valid tax invoice:	
Account name:	Southern Midlands Council
BSB:	067004
Account number:	10021055
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
Not applicable.	
Item 5 (clause 3.3):	Grant Account
Not applicable.	
Item 6 (clause 4.1(d)):	Agreed Plan for carrying out the Approved Purpose
Not applicable.	
Item 7 (clause 4.1(e)):	Agreed Budget for carrying out the Approved Purpose
As per the agreed budget included in the Recipient's grant application form.	
Item 8 (clause 4.4):	Date for commencement of the Approved Purpose
On signing of this Grant Deed.	
Item 9 (clause 4.4):	Date for completion of the Approved Purpose
30 June 2024	
Item 10 (clause 4.9(a)):	Outcomes
As per the Approved Purpose and Reporting Requirements included in this Information Table.	

Item 11 (clause 7.2): Reporting requirements

The Recipient must provide to the Grantor the following reports:

a) Progress Report: due no later than 6, 12 & 18 months (3 Progress Reports) from the Date of commencement of the Approved Purpose, Item 8, including:

- An outline of each of the aquatic activities implemented including:
 - the number of children and young people who have participated in each activity by age, gender and suburb
 - where possible, the number of children and young people in the activity that identify as being from a minority group eg. Aboriginal, disabled, multicultural
- A case study of how one or more of the principles of the Child and Youth Wellbeing Strategy (Page 12), in addition to Principle No. 8, have been incorporated into the implementation of the Approved Purpose.
- Provision of a case study that highlights how the Approved Purpose has benefited children and young people and/or showcases best practice with reference to the Wellbeing Domains and Descriptors in the Child and Youth Wellbeing Strategy (page 13-15).

b) Final Report: due no later than 30 days from the Date for completion of the Approved Purpose, Item 9, including:

- A report detailing the Recipient's completion of the Approved Purpose;
- An outline of each of the aquatic activities implemented including:
 - the number of children and young people who have participated in each activity by age, gender and suburb
 - where possible, the number of children and young people in the activity that identify as being from a minority group eg. Aboriginal, disabled, multicultural
- A case study of how one or more of the principles of the Child and Youth Wellbeing Strategy (Page 12), in addition to Principle No. 8, have been incorporated into the implementation of the Approved Purpose.
- Provision of a case study that highlights how the Approved Purpose has benefited children and young people and/or showcases best practice with reference to the Wellbeing Domains and Descriptors in the Child and Youth Wellbeing Strategy (page 13-15).
- An income and expenditure report showing how the grant funds have been expended; and
- A grant acquittal declaration signed by a duly authorized representative of the Recipient.

All other reports and documents that the Grantor requires under Item 11 (clause 7.2) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.

The form and substance of each report or document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.

The Child and Youth Wellbeing Strategy can be accessed from <https://wellbeing.tas.gov.au/>.

Item 12 (clause 9): Insurance

Clause 9 is applicable. The amount of insurance required for the purposes of clause 9.2 (a) is \$10,000,000.

Item 13 (clause 12): Special terms and conditions

1. Acknowledgement of support

The Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

2. Media/Publicity opportunities

Without limiting the generality of clause 5, the Recipient must notify the Grantor and invite the relevant Minister to the event at least four weeks prior to the scheduled Media/Publicity opportunities.

3. Permissions and approvals to undertake work

If relevant to the project the Recipient must, prior to undertaking any works, obtain all necessary approvals and permits required to lawfully undertake the works to be carried out as part of the Approved Purpose.

4. Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more sources, all remaining funds required for the completion of the Approved Purpose.

5. Client Services

The Recipient must comply with the requirements set out in Annexure B regarding the Client Services.

6. Child Safe Organisation National Principals

The recipient is responsible for ensuring that all persons working to achieve the Approved Purpose are aware of the Child Safe Organisation National Principals. In addition to the requirements outlined in Annexure B regarding Client Services, the Recipient must have a:

- (a) Policy for Working with Vulnerable People Checks for all staff and volunteers, including a process to regularly check the validity of these registrations;
- (b) Complaint and feedback mechanisms for children, young people and their families;
- (c) Child safety training for staff and volunteers upon induction and at ongoing intervals.

7. Recipient's continuing obligation with regards to Funded Equipment

- (a) In respect of Funded Equipment purchased by the Recipient and as described in the Approved Purpose, the Recipient must for a period of at least the Specified Period:
- i. Keep the equipment in good repair;
 - ii. Not sell (or trade) the equipment (except with the prior written consent of the grantor);
 - iii. Keep the equipment insured for its full replacement value;
 - iv. Replace the equipment (using the insurance proceeds) if the equipment is damaged or destroyed;
 - v. Comply with all applicable laws relating or affecting the use of the equipment;
 - vi. Not use or allow the equipment to be used for commercial purposes; and
 - vii. Use the equipment for the Approved Purpose.
- (b) The Recipient must repay to the Grantor on demand the Specific Amount of the Grant if a Defined Events occurs. For the purpose of this clause, a Defined Event occurs if, without the prior written consent of the Grantor:
- i. Any Funded Equipment is disposed of by the Recipient during the Specified Period; or
 - ii. Any Funded Equipment ceases to be used by the Recipient for the Approved Purpose during the Specified Period, including because of the Recipient being dissolved or become insolvent.
- (c) For the purpose of this clause 2, unless the context otherwise requires:

Balance Period means the period commencing on the date on which a Defined Event occurs and ending on the expiry of the Specified Period.

Funded Equipment means equipment that was funded, wholly or in part, by the use of the Grant (or any part of the Grant).

Specified Amount means:

- (i) If the Grant was wholly used to fund, or to contribute to the funding of the, the Funded Equipment, the amount which bears the same proportion to the Grant as the Balance Period bears to the Specified Period.
- (ii) If the only part of the Grant was used to fund, whether wholly or in part, Funded Equipment, the amount bears the same proportion to that part of the Grants as the Balance Period bears to the Specified Period.

Specified Period means, in relation to any Funded Equipment, the period of 5 years commencing on the date that any part of the Grant was applied to fund that Funded Equipment.

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
- (b) 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.

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

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 11.1.

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.

Grant Account has the meaning in clause 3.3.

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.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Personnel means any person who is an officer, employee, agent, or professional advisor of the Recipient.

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:

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

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

Security Interest means:

- (k) a PPSA Security Interest;
- (l) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) 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;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) 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;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) 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;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) 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;
- (o) 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;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

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:
→

Being a person who has authority to sign
this Deed on behalf of the Grantor

*Print
name and
position:

Witness'
signature:
→

*Witness
print
name and
position:

*Use BLOCK LETTERS

*Witness
print address:

Execution by the Recipient

The common seal of the **Southern Midlands Council** was hereunto affixed in the presence of:

Common seal:
→



Signature:
→

*Print
name and
office
held:

Signature:
→

*Print
name and
office
held:

D.F.F.

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

Executed as a deed

- (e) 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.

16.22 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.

16.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

16.24 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.

16.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).
- (b) 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.
- (c) Nothing in this clause 16.25 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.

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

16.15 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.

16.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) 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.

16.17 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.

16.18 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.

16.19 Disclosure

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

16.20 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.

16.21 Consent and approvals

- (a) 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.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.

- (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

16.7 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:

- (a) continue to be enforceable; and
- (b) 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.

16.8 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

16.9 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.

16.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

16.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

16.12 Legal costs

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

16.13 Amendment

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

16.14 Waiver

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

- (iv) 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.
- (b) 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.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

15.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

16 Miscellaneous

16.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

16.2 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.

16.3 Entire agreements clause

- (a) 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.
- (b) Nothing in clause 16.3(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.

16.4 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.

16.5 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.

16.6 Compliance with obligations

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

15 Notices

15.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) 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
 - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

15.2 Method and address for delivery

- (a) Subject to clause 15.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) 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;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) 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.

15.3 Time of receipt

- (a) Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) 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;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

14 Dispute resolution

14.1 Application

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

14.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

14.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:
 - (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 14.3(a):
 - (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

14.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

14.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

14.6 Injunctive and other discretionary relief

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

- (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 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.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

13 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) 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.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) 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.
- (f) 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 13 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

11.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - (ii) subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

11.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):
 - (i) operates on and from the date of the Suspension Notice; and
 - (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:

- (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
 - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

11.2 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 15.3 (or any later date specified in the notice).

11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
 - (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and
 - (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.

- (A) are current and have not been amended, altered or revoked in any way; and
- (B) contain all of the terms of the trust; and
- (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

10.3 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.

11 Default Events, termination, scope reduction and suspension

11.1 Default Events

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

- (a) **(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.
- (b) **(Failure to remedy breach)**: If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) 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.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(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:
 - (i) dies;
 - (ii) 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
 - (iii) ceases to be of full legal capacity.
- (e) **(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:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));

- (ii) any agreement binding on the Recipient;
- (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
 - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
 - (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (g) **(information)**: 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;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
 - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;
 - (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
 - (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:

- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

10 Representations and warranties

10.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;
- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
- (i) any applicable Law or any order or ruling of a Government Body;

8 Indemnities

8.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

8.2 Continuing obligation

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

9 Insurance

9.1 Application

This clause 9 applies if Item 12 states that this clause applies.

9.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) loss or damage to the property of any person,for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

6.5 Interpretation

Nothing in this clause 6 limits the generality of any thing else in this clause.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in 0.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in 0, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

5.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

5.3 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, **Specified Event** means:
 - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
 - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

6 Repayment of Grant by Recipient

6.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

6.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

6.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

6.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

- (ii) provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.10 Financial records

- (a) 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.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) 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.
- (e) This clause 4.10 survives the termination of this Deed.

4.11 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.12 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) 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;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

5.1 Acknowledgement

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.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

4.6 Compliance with Law

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

4.7 Carrying out activity

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

4.8 Contractors

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

4.9 Outcomes

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
 - (i) ensure that it achieves all of the Outcomes;

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) 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.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (**Agreed Budget**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

3.2 Conditions affecting Grant payment

- (a) **(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).
- (b) **(Payment of Grant instalments linked to performance):** If:
 - (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
 - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(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.
- (d) **(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 13.

3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
 - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
 - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) 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
- (s) 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

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) 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:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) 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 and, if applicable, clause 3.3, 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.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the [Name of Organisation/Project] is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Department of Premier and Cabinet prior to publication/promotion. Please contact the department to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from Department of Premier and Cabinet.



Annexure B: Client Services

Definition: For the purpose of this Grant Deed a Client Service is where the Recipient provides a service, program, activity or function to or for members of the community who may be considered as clients or participants.

1. Staff skills/fit and proper persons:

The Recipient must institute procedures to ensure that all persons, including Personnel, or any other person engaged by the Recipient to deliver the Approved Purpose are fit and proper persons, where “fit and proper” means the person:

- (a) is capable of providing an adequate standard of care and/or service in relation to the Approved Purpose;
- (b) understands the needs of Consumers and their children (where relevant); and
- (c) is of good character and is suitable to be entrusted with the care of Consumers and/or the provision of services.

As part of its employment practices in respect of persons who will or will be likely to have contact with Consumers for purposes of the Approved Purpose and in determining whether they are ‘fit and proper’ persons, the Recipient must:

- (a) request from applicants personal references (which go to character) and where applicable or appropriate professional references all of which must be checked by the Recipient; and
- (b) where the Registrar will issue a registration card, relevant to the employee position, only employ persons who hold a current registration card issued under the *Registration to Work with Vulnerable People Act 2013* (Tas); or
- (c) where the *Registration to Work with Vulnerable People Act 2013* (Tas) does not apply, or it is not relevant to the employee position, obtain a police history record check from the Tasmanian Police or other State, Territory or Commonwealth enforcement Agency where the Personnel or any other person engaged by the Recipient has been employed or contracted or has lived for any period of time greater than six months.

The Recipient must provide to the Grantor at its request evidence of personal reference checks, and evidence of registration under the *Registration to Work with Vulnerable People Act 2013* (Tas) and/or evidence of police checks.

With respect to the carrying out of the Approved Purpose in relation to children, the Recipient’s process for the selection of Personnel or any other person engaged by the Recipient must be designed so that applicants are required to demonstrate the qualities and requirements in this Client Services condition 1.

The Recipient must be satisfied that any person referred to in in this Client Services condition 1 is “fit and proper” for the purpose of carrying out the Approved Purpose in relation to children. The Recipient must determine if, in respect of any such person:

- (a) there has been recorded against them any conviction in Australia or overseas of an offence involving children (including but not limited to child abuse, assault and neglect); and
- (b) there has been any action taken in Australia or overseas in respect of the protection of children who were under the guardianship or custody of the person; and

- (c) whether there have been any adverse findings or disciplinary proceedings in any previous place of employment which involved children.

The Recipient acknowledges that it is the employer of persons and may be supported by volunteers in the provision of Services. The Recipient will ensure that all staff, whether Specified Personnel, employees or volunteers, are:

- (a) appropriately qualified and skilled, and where appropriate, credentialed and registered; and
- (b) provided with adequate support, training, debriefings and directions to enable them to effectively perform their duties.

