



ATTACHMENTS

ORDINARY COUNCIL MEETING

Oatlands Municipal Offices
71 High Street, Oatlands

Wednesday 24th September 2025
10.00 a.m.

Item 5.1	Draft Council Meeting Minutes (Open) – 27 th August 2025
Item 5.2.1	Chauncy Vale Wildlife Sanctuary Management Committee Minutes – 25 August 2025 Facilities & Recreation Committee Meeting Minutes – 11 September 2025
Item 5.3.1	TasWaste South – Local Government Forum Minutes – 7 August 2025
Item 12.4.1	Draft Caravan Policy
Item 15.1.3	Metal Detecting on Council Sites Policy
Item 16.1.1	Agreed Process for Considering the SMC Community Small Grants Programme
Item 17.1.1	Discussion Paper – Reforms to Councillor Numbers & Allowances
Item 18.1	1 – Grant Deed – DSG - Traffic Infrastructure Improvements at School Road Bagdad 2 - Concept Design School Road Bagdad
Item 18.2	1 – Grant Deed – DSG - Proposed Footpath in Reeve Street, Between Lee Street and Hall Street Campania 2 - Concept Design Proposed Reeve St Footpath
Item 18.3	1 - Grant Deed – DSG - Proposed Pedestrian Crossing in High Street Oatlands 2 - Concept Design Proposed Pedestrian Crossing High St Oatlands

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ORDINARY COUNCIL MEETING

Wednesday 27th August 2025
10.00 a.m.

Kempton Municipal Offices
85 Main Street, Kempton

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OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD ON WEDNESDAY 27TH AUGUST 2025 AT THE KEMPTON MUNICIPAL OFFICES, 85 MAIN STREET, KEMPTON, COMMENCING AT 10.00 A.M.

In accordance with Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2025*, Mayor Batt advised all attendees that:

- a) this meeting is being recorded;
- b) all persons attending the meeting are to be respectful of, and considerate towards, other persons attending the meeting; and
- c) language and conduct at the meeting that could be perceived as offensive, defamatory or threatening to a person attending the meeting, or listening to the recording, is not acceptable.

1. PRAYERS

Reverend Karen Woolford recited prayers.

2. ACKNOWLEDGEMENT OF COUNTRY

Mayor E Batt recited Acknowledgement of Country.

3. ATTENDANCE

Mayor E Batt, Deputy Mayor K Dudgeon, Cllr A E Bisdee OAM, Cllr D Blackwell, Cllr B Campbell, Cllr D Fish and Cllr F Miller.

Mr T Kirkwood (General Manager), Mr G Finn (Manager Development and Environmental Services), Mr D Richardson (Manager Infrastructure and Works), Ms W Young (Manager, Community and Corporate Development) and Mrs J Crosswell (Executive Assistant).

4. APOLOGIES

Nil.

5. MINUTES**5.1 Ordinary Council Meeting****DECISION**

Moved by Cllr A E Bisdee OAM, seconded by Cllr B Campbell

THAT the Minutes (Open Council Minutes) of the Council Meeting held 23rd July 2025 be confirmed.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

5.2 Special Committees of Council Minutes**5.2.1 Special Committees of Council - Receipt of Minutes**

THAT the minutes of the above Special Committees of Council be received.

DECISION

Moved by Cllr D Fish, seconded by Cllr B Campbell

THAT the minutes of the above Special Committees of Council be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

5.2.2 Special Committees of Council - Endorsement of Recommendations

DECISION

Moved by Cllr B Campbell, seconded by Deputy Mayor K Dudgeon

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

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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)

DECISION

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

THAT the report prepared by the above Joint Authority be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

6. NOTIFICATION OF COUNCIL WORKSHOPS

DECISION

Moved by Cllr A E Bisdee OAM, seconded by Cllr B Campbell

THAT the information be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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

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

Clr A E Bisdee OAM – Oatlands Accommodation Facility – current status of the proposed development?

General Manager advised that the preferred proponents have identified issues associated with the cost of construction and the flow-on impact this has on the Business Case. There are ongoing communications with the aim of identifying alternative ways forward.

Clr A E Bisdee OAM – Oatlands Heritage and Bullock Festival – early closure of cafes / tea rooms whilst there is still a substantial number of visitors in the township. Questioned whether there were any measures Council could take to address this concern?

It was commented that there are a number of issues that can influence opening/closing times (e.g. staffing availability and costs etc.) that are beyond the scope of Council. The Deputy General Manager advised that this matter can be considered by the Festival Committee which works closely with the commercial operators.

Clr D Fish – Callington Mill Distillery, Oatlands – questioned the current operations at the Distillery?

Based on advice received, it was advised that the Distillery had reduced its production due to stock levels on hand and storage capacity. It was thought that there has been no change to the restaurant operating hours or other visitor offerings.

Clr B Campbell – Callington Mill Distillery, Oatlands – questioned the current operations at the Distillery in terms of noise level and impact on adjoining property owner?

It was confirmed that the operators have implemented a number of noise mitigation measures in the past, and Council will continue to work with the Distillery operators as any issues arise.

Clr B Campbell – Property, Colebrook (old Post Office) – recognises that safety barrier has been erected around the Veranda (due to safety concerns). Questioned the timeframe for works to repair?

Question taken on notice – unknown timeframe.

Clr B Campbell – Heritage and Bullock Festival – questioned whether this event would be held next year. Has heard some discussion it might not?

The Deputy General Manager confirmed that the event would proceed next year.

Clr B Campbell – Pontville Youth Justice Facility – questioned the status of the Development Application and when will it be considered by Council?

Manager Development & Environmental Services confirmed that the Development Applications has been submitted and is currently being assessed to determine the need for any additional information, which was highly likely. When a complete application is confirmed, it will be advertised and Council has 42 days to consider.

Clr F Miller – Greater South East Irrigation Scheme – Following confirmation of State Government ministerial appointments, can Council write to the relevant Minister to express its full support for extension of the pipeline though to the Craighourne Dam and the need for the State to provide the additional capital funding (indicated at \$4.0 million)? This acknowledges the amount of economic growth that will be generated (estimated at \$10 million per annum).

The General Manager confirmed that Council can provide written confirmation of its support and emphasise the need for the State Government to consider this investment opportunity.

Clr F Miller – Telstra – has Telstra provided any follow-up information as an outcome of attendance at the Council Workshop held 14th July 2025?

The General Manager confirmed that a further request will be sent to Telstra to provide the information as requested.

Clr F Miller – Campania area – reported an increase in theft (and crime) generally occurring in the Campania area. Are there any measures Council can take to address this concern?

The General Manager advised that this matter would be raised with Tasmania Police with the aim of identifying any opportunities to work together.

Mayor E Batt – Southern Junction into Kempton (off Midlands Highway) – can Council approach the Department of State Growth with a request to consider the installation of ‘amber warning lights’ that can be activated during heavy fog. It is a major road safety concern.

General Manager confirmed that this matter will be referred to the Department of State Growth.

Mayor E Batt – Parking Area (opposite the Council Chambers) - Main Street, Kempton – there is an issue with cars reversing out of the car park and hitting the street tree(s) in that location. Would a Bus Shelter (or similar) provide some form of protection?

To be assessed and options identified.

Mayor E Batt – Wind Monitoring / Testing Infrastructure – does Council have any knowledge of the ‘wind testing equipment’ that has been erected on the western side of Melton Mowbray, and secondly what approvals are required?

Manager Development & Environmental Services confirmed that Development approval is required for such type of equipment. Reference was made to an existing ‘mast’ that was given approval some time ago, but it became apparent that this a different site. To be further investigated.

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. Oatlands Aquatic Centre - Electric Vehicle Charging Station
Novation of the Hosting Agreement with Electric Highway Tasmania Pty Ltd (EHT),
to National Roads and Motorists' Association (NRMA) Electric

RECOMMENDATION

THAT: 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 Cllr A E Bisdee OAM, seconded by Deputy Mayor K Dudgeon

THAT Council resolve by absolute majority to deal with the above supplementary item 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 E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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

Mayor E Batt invited questions from members of the public in attendance.

Julia Jabour – Southern Midlands Regional News - Pontville Youth Justice Facility

Advised that an article is being prepared for the next edition of the Southern Midlands Regional News relating to the Youth Justice Facility and questioned when a copy of the plans may become available for inspection?

Manager Development & Environmental Services confirmed that the Plans would be uploaded onto Council's Web Site at the time of advertising the development. This will occur when any requests for additional information are satisfied. In the interim, it is believed that Plans are available on the Department's Web Site.

10.1 Permission to Address Council

Nil.

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Cllr D Blackwell

THAT Council break for morning tea at 10.52 a.m.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Cllr B Campbell

THAT the meeting resume at 11.17 a.m.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

**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

Nil.

12.2 Subdivisions

Nil.

12.3 Municipal Seal (Planning Authority)

12.3.1 Councillor Information: - Municipal Seal Applied Under Delegated Authority to Subdivision Final Plans & Related Documents

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Cllr A E Bisdee OAM

THAT the information be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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.

Nil.

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 D Fish – reported a leak (or a continual flow) from a pump station located on Bowhill Road, Oatlands (above Andrew Fish's house).

Manager Infrastructure and Works to investigate and report to TasWater.

Deputy Mayor K Dudgeon – made reference to a number of fallen limbs from trees on the verge of Inglewood Road (area from the Waste Transfer Station through to the railway line) during recent high wind events. Can these trees be assessed from a safety perspective, and depending on urgency, be considered as a future budget item?

Manager Infrastructure and Works to investigate and report.

Clr B Campbell – Stonor Road – noted the removal of a number of gum trees. Will the stumps be removed?

Manager Infrastructure & Works confirmed that those stumps which pose a safety risk will be removed. Site to be inspected.

Clr B Campbell – Flour Mill Park Toilets – repairs undertaken?

Manager Infrastructure & Works confirmed that the work has been completed.

Clr B Campbell – Glenelg Street, Oatlands – water problem?

Manager Infrastructure & Works advised that he has no knowledge of any water problem in this location.

Mayor E Batt – Kempton Recreation Ground – area from the northern side of the Grandstand to the playground – what is planned for this area?

General Manager advised that this area will be the focus of the planned consultation process relating to the development and upgrade of the playground.

RECOMMENDATION

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

DECISION

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

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

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 Cllr B Campbell, seconded by Deputy Mayor K Dudgeon

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

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

15.1.2 Proposed Policy – Metal Detecting on Council Sites**DECISION**

Moved by Cllr B Campbell, seconded by Cllr D Blackwell

THAT:

1. the information be received; and
2. Council review the draft Policy and consider for formal adoption at the September 2025 Council Meeting.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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

THAT the NRM Unit Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 & Annual Plan

Southern Midlands Strategic Plan (2024-2034)

3.6 Regulatory – Animals

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

3.6.1.1 Continue dog control. Regulatory, licensing and educational programs

3.6.1.2 Continue to conduct a public awareness/education program that informs the community of the need to contain livestock and the associated legal requirements within available resources.

3.6.1.3 Investigate the establishment of Off-Lead Dog Parks in Oatlands and Campania

3.6.1.3 Encourage the State Government to recognise the feral cat problem as distinct from the escaped/released/straying domestic cat problem and contribute to a State wide/regional strategy to meaningfully reduce the number of feral cats that now form a self-sustaining and very large population in rural areas

3.6.1.4 Review the endorsed 'Southern Tasmania Regional Cat Management Strategy 2021-2026' recognising that the Strategy is based on an 'opt-in' approach which would be reliant on available resources, and taking into account the extent of the problem within each municipal area

15.6.1 Animal Management Report

DECISION

Moved by Cllr B Campbell, seconded by Deputy Mayor K Dudgeon

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

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 Oatlands Aquatic Centre – Coordinators Report

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Cllr A E Bisdee OAM

THAT the information be received and noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

**16.2.2 Woodsdale Recreation Ground (PID 5839745 – C/T 10138/1) – 2578
Woodsdale Road, Woodsdale - Sale of Property / Transfer of Ownership**

DECISION

Moved by Cllr A E Bisdee OAM, seconded by Cllr B Campbell

THAT:

- 1. the information be received and noted;**
- 2. Council acknowledge the advice provided by Abetz Curtis regarding the potential to enter into a Part 5 Agreement and/or to place a Caveat on the Title. However, having considered all relevant circumstances, Council confirms that the existing ‘Dissolution Clause’ contained within the Constitution of the Woodsdale Recreation & Community Hub Inc. is deemed sufficient; and**
- 3. Council proceed to enter into a Contract of Sale based on the terms and conditions of sale previously agreed.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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.

16.8.1 Southern Midlands Municipal Emergency Management Plan (Issue 9)

DECISION

Moved by Cllr D Blackwell, seconded by Deputy Mayor K Dudgeon

- a) **THAT the information be received and noted; and**
- b) **Council endorse the revised Southern Midlands Emergency Management Plan (Issue 9) for submission to the State Emergency Service for formal approval and sign-off.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

16.9 Consultation & Communication

Strategic Plan Reference 4.8

Improve the effectiveness of consultation & communication with the community.

DECISION

Moved by Cllr B Campbell, seconded by Cllr D Fish

THAT Council:

1. Receive and note the Report;
2. That Council seek the Transport Commissioner's approval for the following speed limit reductions in Reeve Street Campania, namely:
 - a. The reduction of the speed limit in Reeve Street, from Climie Street to the southern Campania Town Boundary from 60km/h to 50km/h, acknowledging that there is an active school hour's limit of 40km/h that already exists in part of this section of Reeve Street. There has been a significant increase in residential development in this area and a reduced speed limit would be desirable in providing greater protection of vulnerable road users; and
 - b. The reduction of the speed limit in Reeve Street from Climie Street to the northern Town Boundary of Campania, from 60km/h to 50km/h, because of the residential use as well as the commercial activity along with the increased number of traffic movements around the Post Office. Community member's ingress and egress of the post office is increasing, given the population increase, noting that roadside delivery of postal services is not possible in Campania. The existence in this location of the Service Station / Post Office / shop, as well as the rural supplies servicing depot on the opposite side of the road from the Service Station does potentially increase traffic conflict and a reduction of the speed limit in this area could well reduce road trauma events.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 Review and Amendment of Mobile Food Vendors Policy**DECISION**

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

THAT Council:

- 1. Receive and note the report;**
- 2. Adopt the revised version 4 of the *Mobile Food Vendors Policy*.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.1.2 Information Technology (IT) Policies & Procedures – Information Security Policy; Acceptable Use Policy; Patch Management policy**DECISION**

Moved by Deputy Mayor K Dudgeon, seconded by Cllr A E Bisdee OAM

THAT Council:

- 1. Receive and note the report;**
- 2. Adopt the Information Security Policy, Acceptable Use Policy and Patch Management Policy.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 K Dudgeon - advised Council of the Bargain Centre Community payout to June 2025. Profit of \$35,014.52 to be shared among 18 groups. Volunteers worked a combined total of 2,705.75 hours with each volunteer hour of work valued at \$12.94.

Funds to be distributed as follows:

MMPHC Auxiliary	886 hours	\$11,464.84
Uniting Church Oatlands	290.25 hours	\$3,755.84
Historical Society Oatlands	286.25 hours	\$3,707.31
Mt Pleasant Football Club	254.25 hours	\$3,290.00
10 Lives Cat Centre	230 hours	\$2,976.20
Dogs Home of Tasmania	149.75 hours	\$1,937.77
Navigate Family Services	106 hours	\$1,371.64
St Peters Anglican Church Cemetery	103.5 hours	\$1,339.29
Uniting Church Oatlands Cemetery	100.75 hours	\$1,303.71
Oatlands Community Hub	80 hours	\$1,035.20
St Pauls Catholic Church	58.25 hours	\$753.76
Bonorong Wildlife Park	52.25 hours	\$676.12
St Peters Anglican Church	27 hours	\$349.38
Just Cats	24 hours	\$310.56
Hawthorn House	21 hours	\$271.74
Mid FM Radio Station	15.25 hours	\$197.34
Rescue Cats – Safe Haven Penna	15 hours	\$194.10
Oatlands Community Shed	6 hours	\$77.64

Deputy Mayor K Dudgeon – Oatlands District Football Association (Grand Final)

The Deputy Mayor informed the meeting that approximately 1,600 people attended the ODFA Grand Final held at the Oatlands Recreation Ground on Saturday 23rd August with Bothwell defeating Campania by 25 points.

In the Mayor's absence, she was pleased to present the Association Best and Fairest Award (sponsored by the Southern Midlands Council) to Darryn Westcott who plays with the Campania Football Club.

17.2.3 Nomination to Destination Southern Tasmania (DST) Board of Directors

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Cllr D Blackwell

THAT Council consider nominating a representative to the Destination Southern Tasmania Board of Directors.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 2025)

DECISION

Moved by Cllr A E Bisdee OAM, seconded by Deputy Mayor K Dudgeon

THAT the Financial Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.3.2 2024/2025 Southern Midlands Council – Complete set of Financial Statements**DECISION**

Moved by Cllr A E Bisdee OAM, seconded by Deputy Mayor K Dudgeon

THAT Council receive the following:

- 1. Southern Midlands Council - Complete set of Financial Statements 2024/25; and**
- 2. Heritage Education and Skills Centre Ltd - Financial Statements for Year Ended 30 June 2025.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.3.3 2025/26 Budget – Australian Government Financial Assistance Grants to Local Government for 2025-26 (Information Only)**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 E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

18. MUNICIPAL SEAL

Nil.

19. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

19.1 Oatlands Aquatic Centre - Electric Vehicle Charging Station Novation of the Hosting Agreement with Electric Highway Tasmania Pty Ltd (EHT), to National Roads and Motorists' Association (NRMA) Electric

Author: DEPUTY GENERAL MANAGER (ANDREW BENSON)

Date: 25 AUGUST 2025

Attachment(s)

1. *Original Hosting Agreement between Southern Midlands Council and Electric Highway Tasmania Pty Ltd;*
2. *Letter from Electric Highways Tasmania Requesting Novation of the existing Lease Agreement*
3. *Novation Form - EHT to NRMA*

ISSUE

Electric Highways Tasmania (EHT) is seeking Southern Midlands Council's consent to novate the existing Site Agreement for the Electric Vehicle Charging Station at the Oatlands Aquatic Centre, to National Roads and Motorists' Association (NRMA) Electric, by asking Council to execute the Deed of Novation accompanying this Report.

BACKGROUND

[EXTRACT - Minutes of the December 2021 Council Meeting]

As an initial component of the Oatlands Aquatic Centre (OAC) design, Council had scheduled the pre provisioning for conduits from the OAC switchboard to accommodate any future electric vehicle charging facility within the carpark of the OAC.

The Tasmanian Government in support of the electric vehicle uptake has provided in the past, Grants of up to \$50,000 for eligible organisations towards the upfront cost of purchasing and installing a Direct Current (DC) electric vehicle charging stations in Tasmania, for use by the public.

*The second Electric Vehicle ChargeSmart Grants Program closed on **Friday 10th September 2021**. These grants support the installation of fast and destination charging stations in regional areas and key tourism hotspots that don't currently have sufficient charging infrastructure. SMC and EHT submitted an Application in this round of the Program.*

DETAIL

This Report has been compartmentalised into two sections, A and B to cover the two documents that are being considered as part of this Report, which are contiguous the success of the grant funding.

A. Grant Deed | Electric Vehicle ChargeSmart Grants – Fast Charging Between Southern Midlands Council (Recipient) and the Crown in Right of Tasmania

The successful grant provided to the Southern Midlands Council and our Partnering Organisation, Electric Highway Tasmania Pty Ltd will assist with the purchase and installation of 22.5 or 50kW Direct Current (DC) electric vehicle fast charging station at 70 High Street, Oatlands Tasmania (Oatlands Aquatic Centre) (100kW)

The DC fast charging station installed must meet the following requirements:

- *the charger must provide a minimum charge rate of 22.5 or 50kW DC fast charging. If the charging station has a charge rate higher than 50kW, it must have the ability to be powered down to 50kW to be compatible for use by all electric vehicles;*

- the charger must be permanently wired;
- the charger must be installed by a licensed electrical contractor and installation must be compliant with standards for electrical works and any other relevant statutory requirements;
- the charger must have both of the following plug types available for use:
 - CHAdeMO; and
 - Combined Charging System (CCS) Combo 2 (type 2);
- the charger must be new and must meet relevant Australian Standards; and the charger must be available for use by the public through a dedicated electric vehicle parking space.



The Grant Amount is to be paid to the Council as the Recipient by three instalments for each charging station location as follows:

- Oatlands: Funding allocation of \$45 000
 - **Instalment 1:** \$4 500 (on the execution of the Grant Deed)
 - **Instalment 2:** \$36 000 (on the purchase of the DC fast charging station and the Recipient having provided to the satisfaction of the Grantor a receipt for the purchase)
 - **Instalment 3:** \$4 500 (on the completion of the Approved Purpose, and the Recipient having provided to the satisfaction of the Grantor the Final Report)

B. Hosting Agreement Between Southern Midlands Council and Electric Highway Tasmania Pty Ltd

[The Agreement is attached to this Report]

Community Consultation & Public Relations Implications – A considerable amount of stakeholder engagement has been undertaken in relation to this matter.

Policy Implications – Policy position.

Priority - Implementation Time Frame – Refer detail provided.

RECOMMENDATION

That Council:

- 1. Approve the Signing and Sealing the Grant Deed for the funding agreement between the Tasmanian Government through the Department of Treasury and Finance and the Southern Midlands Council for the amount of \$45,000 for the establishment of an Electric Vehicle Charge Fast Charging facility, in partnership with Electric Highway Tasmanian Pty Ltd. at the Oatlands Aquatic Centre;*
- 2. Approve the licence of the land area at 70 High Street Oatlands in the Oatlands Aquatic Centre Carpark for the purpose of locating an Electric Vehicle Charge Station, as shown in the Southern Midlands Council & Electric Highway Tasmania Pty Ltd, Hosting Agreement, and marked in red in Schedule A of the Agreement, for a period not exceeding five years; and*
- 3. Approve the Signing and Sealing the Hosting Agreement between Southern Midlands Council and Electric Highway Tasmanian Pty Ltd. for the establishment of an Electric Vehicle Charge Fast Charging facility, at the Oatlands Aquatic Centre.*

DECISION

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

THAT Council:

- 1. Approve the Signing and Sealing the Grant Deed for the funding agreement between the Tasmanian Government through the Department of Treasury and Finance and the Southern Midlands Council for the amount of \$45,000 for the establishment of an Electric Vehicle Charge Fast Charging facility, in partnership with Electric Highway Tasmanian Pty Ltd. at the Oatlands Aquatic Centre;*
- 2. Approve the licence of the land area at 70 High Street Oatlands in the Oatlands Aquatic Centre Carpark for the purpose of locating an Electric Vehicle Charge Station, as shown in the Southern Midlands Council & Electric Highway Tasmania Pty Ltd, Hosting Agreement, and marked in red in Schedule A of the Agreement, for a period not exceeding five years; and*
- 3. Approve the Signing and Sealing the Hosting Agreement between Southern Midlands Council and Electric Highway Tasmanian Pty Ltd. for the establishment of an Electric Vehicle Charge Fast Charging facility, at the Oatlands Aquatic Centre.*

CARRIED

[END OF EXTRACT - Minutes of the December 2021 Council Meeting]

DETAIL

By letter dated 24th July 2025 (copy below), EHT requested the Electric Highways Tasmania (EHT) is seeking Southern Midlands Council's consent to novate the existing Site Agreement for the Electric Vehicle Charging Station at the Oatlands Aquatic Centre that Council has with EHT to National Roads and Motorists' Association (NRMA) Electric, by asking Council to execute the Deed of Novation accompanying this Report.



24 July 2025

By email: abenson@southernmidlands.tas.gov.au
Southern Midlands Council
71 High Street
OATLANDS TAS 7120

Dear Andrew

Electric Highways Tasmania – Acquisition by NRMA

As you may be aware, the National Roads and Motorists' Association (**NRMA**) has been a major shareholder of Electric Highways Tasmania Pty Ltd (**EHT**) for several years, providing much needed capital to support the expansion of EHT's EV charging network across Tasmania.

NRMA and the shareholders of EHT have entered into an agreement under which NRMA proposes to acquire the remaining shares in EHT which it does not already own. Following that acquisition, NRMA proposes to consolidate the EHT business with its existing EV charging business, operated through NRMA's wholly-owned subsidiary, NRMA Electric Highways Pty Ltd (**NRMA Electric Highways**). The transaction is expected to complete on 1 September 2025.

To that end, EHT seeks your consent to novate the site agreement you have with EHT (**Agreement**) to NRMA Electric Highways, by asking you to execute the Deed of Novation accompanying this letter.

Under the Deed of Novation, NRMA Electric Highways will be substituted for EHT as a party to the Agreement and will become responsible for performing EHT's obligations and assume any existing and future liabilities of EHT under the Agreement. There will be no changes from your perspective other than the change in counterparty.

NRMA is an experienced EV network operator, with an EV charging network that operates across all Australian states and territories. NRMA intends to continue to operate the EHT business along with its existing network and I have been engaged to assist NRMA with this transition.

I would be grateful if you could please return a signed copy of the Deed of Novation to me by email to clive.attwater@gmail.com by 8 August 2025. Electronically signed or photocopied copies are fine.

Please reach out to me at clive.attwater@gmail.com or on 0439 941 934 if you have any questions.

Yours sincerely

Clive Attwater
Managing Director, Electric Highways Tasmania



Freedom to move

contact@electrichighwaytasmania.com.auwww.electrichighwaytasmania.com.au

As Councillors would recall, Clive Attwater, Managing Director of EHT attended the last Council Workshop, on-line, to talk through the operational summary of the EV Charging Station since its commencement at the Oatlands Aquatic Centre. He also provided the background to the novation of the existing arrangements with EHT transferring the State-wide operations of EHT to NRMA.

CONCLUSION

The Deed of Novation is attached for Council's consideration, then signing and sealing between the parties;

Outgoing Party Name: Electric Highways Tasmania Pty Ltd ACN 618 286 490

Short form name EHT

Incoming Party Name: NRMA Electric Highways Pty Ltd ACN 659 311 163

Short form name NRMA

Counterparty Name: Southern Midlands Council ABN 68 653 459 589

Short form name Counterparty

Community Consultation & Public Relations Implications – The EV Charging station is a meaningful joint venture between the private sector and Council, which is a well-used, valuable asset in Oatlands.

Policy Implications – Nil.

Priority - Implementation Time Frame – Refer detail provided.

RECOMMENDATION

That Council approve the Signing and Sealing the Deed of Novation of the Hosting Agreement between Southern Midlands Council and Electric Highway Tasmanian Pty Ltd. for the ongoing operation of the Electric Vehicle Charge Fast Charging facility, at the Oatlands Aquatic Centre.

DECISION

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

THAT Council approve the Signing and Sealing the Deed of Novation of the Hosting Agreement between Southern Midlands Council and Electric Highway Tasmanian Pty Ltd. for the ongoing operation of the Electric Vehicle Charge Fast Charging facility, at the Oatlands Aquatic Centre.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 Cllr B Campbell, seconded by Deputy Mayor K Dudgeon

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

Matter	<i>Local Government (Meeting Procedures) Regulations 2015</i> Reference
<i>Closed Council Minutes - Confirmation</i>	15(2)(g)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Land Purchase</i>	15(2)(f)

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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 Cllr B Campbell, seconded by Cllr D Blackwell

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 E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

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)(g) 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 Land Purchase – 1689 Midland Highway, Bagdad (PID 5020879; CT 111048/1 & 111048/2)

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)(f) of the Local Government (Meeting Procedures) Regulations 2015.

RECOMMENDATION

THAT Council move out of “Closed Session”.

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Cllr B Campbell

THAT Council move out of “Closed Session”

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

OPEN COUNCIL MINUTES

21. CLOSURE

The meeting closed at 12.35 p.m.

CHAUNCY VALE WILDLIFE SANCTUARY MANAGEMENT COMMITTEE
SOUTHERN MIDLANDS COUNCIL
MINUTES
OF GENERAL MEETING ON MONDAY 25 AUGUST 2025 @ 10:30 AM
AT CHAUNCY VALE RESERVE

Present:	Councillor Donna Blackwell Heather Chauncy Jamie Ward Victoria Needham Tony Bantick Elise Jeffery Wendy Young Joanne Rowley	Chair Chauncy Family Community Community Community TLC SMC SMC
Absent:	Councillor Bob Campbell Brian Campbell	Proxy Chair P&WS
Apologies:	Ben Masterman Vicki Bird Erin & Brody Graham Green	Chauncy Family Bagdad Field & Game Caretakers Community

1. Minutes of previous meeting: Moved Heather seconded Jamie *Carried*

2. Matters arising from the Minutes

Heather congratulated SMC on forward planning for meetings

3. Correspondence

- Weeds report from Mary Smyth was presented. Agreed to thank her for the report and her ongoing work.
- Publisher contacted Heather and wants to republish other books. Is on holiday at the moment and Heather will discuss in the future, contract etc.

4. Financial report

Financial report was distributed. The projects amount was queried and the new toilets- what still needs to be completed. The comment was made that better toilet signage is needed near the registration hut.

Moved Heather seconded Jamie carried

5. Reserve Management Update

Activity/Open Day 22 June 2025- feedback was provided by Ben and Elise by email earlier with similar observations

- Providing more structure, especially times for walks.
- Bridge approaches were not easily accessible for Wheely walkers or mobility impairments.
- Children really enjoyed the activities with Kara.

Ideas for next time

- Sandwich boards for parking and times of events (Council can provide)
- Promote downloading of talks from Chauncy Vale website prior to coming or have devices with talks on them

Natalia Bennett- Artist

Committee discussed the proposals from Natalia and the big question is the cost involved. Also would like artwork to be more realistic as Chauncy Vale is a learning environment so would like an echidna to look like an echidna. Prefer signage to be consistent with TLC signage.

Decided we can do our own roadmap for the 80th celebration and look into scavenger templates through AI etc. Elise advised TLC has a library of photographs we can use.

Committee decided to thank her for her time and proposals but we do not have a budget at the moment to proceed.

Interpretation panel

Interpretation panel is underway, with Trisha Hodge providing the information for the panel. It will then go to a graphic designer to finish. According to the grant application it will be placed in the information hut and everyone agreed for it to cover the weather panel as it is out of date.

The grant also covers a new sign leading to the information hut to show more detail of the area and the walks on TLC.

QR code

Update- Starlink extender has been purchased, just needs to be installed. Has capabilities for 30 acres but will check coverage when functioning.

6. Flat Rock Reserve update (Tas Land Conservancy)

The stolen signs from TLC have been located, they were hidden in the reserve. An audit will be done to see if any are missing and will then be put back with glue and tamperproof screws.

The science team will be coming to Flat Rock this season, they can come into Chauncy Vale if there are not enough vegetation spots in Flat Rock and there is useful vegetation for studies. The season runs from October to April.

7. Other business

Activity Days- Heather would like to have three each year in May, June and September. Decided to concentrate on the 80 th anniversary next September. This could become the key event annually. Organise concept at the next meeting.

From Ben's email

Towards 80 years

Trail enhancement and grants

- love the enhancements mentioned already; also:
- Ask committee if they see opportunities for a new trail? -
 - - connector/link between existing trails
 - extension of an existing trail to a new feature (scenic spot, vantage point, tree or community/habitat of interest)
 - Realignment of more difficult section of existing track

- seek out funding grants for small and medium trail maintenance and upgrade projects (surface, drainage, steps, safety rails).

Discussed the option of creating a new track for older children branching off the woodland walk up to the Hutchins site and back.

- Ben still keen to present AllTrails and similar apps to SMC
- Ben keen to promote citizen science opportunities eg
 - - iNaturalist
 - WildTracker (Bookend Trust, TLC)

These would make a great addition to website and perhaps an information display or simple sign (reception permitting).

Job list for working bee not complete sorry - I have a visit scheduled this weekend 30-31 Aug.

- Tracks audit and maintenance
 - - Winter Walk - define edges and trim veg
 - Toilet path (the one past the meeting room)- same
- Tidy Heather's parents 'shrine'

Was also mentioned the parking bays have just poles, signs have been removed or never there. Do we keep the poles? Will check the files for signage.

8. Next meeting

3 November 2025 10.30am

Close 11.45am



MINUTES

SOUTHERN MIDLANDS COUNCIL FACILITIES & RECREATION COMMITTEE

THURSDAY 11th SEPTEMBER 2025

Municipal Offices, 71 High Street, Oatlands

10.00 a.m.

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ATTACHMENTS TO THE AGENDA

- | | |
|-----------------|--|
| <i>Item 3.1</i> | <i>Previous Facilities and Recreation Committee Minutes</i> |
| <i>Item 3.2</i> | <i>Hall Committee Minutes (if available at the time of distribution)</i> |
| <i>Item 17</i> | <ul style="list-style-type: none">- <i>Assessment Analysis (A3 size - to be provided at the meeting)</i>- <i>Summary of Applications received</i>- <i>Folder containing hard copy of all applications</i> |
| <i>Item 18</i> | <ul style="list-style-type: none">- <i>St Mary's Community Cemetery Kempton Inc. Application and associated details for the Supporting Community Owned Halls Grant</i>- <i>SMC Donations and Community Support Policy</i> |

MINUTES

FACILITIES & RECREATION COMMITTEE

1. ATTENDANCE

Chairman Don Fish, Mayor Edwin Batt, Deputy Mayor Karen Dudgeon, Acting General Manager Andrew Benson, Manager Community & Corporate Development Wendy Young

2. APOLOGIES

Tim Kirkwood, Jo Rowley & Cllr Donna Blackwell

3. RECEIPT OF MINUTES

3.1 CONFIRMATION OF SOUTHERN MIDLANDS FACILITIES AND RECREATION COMMITTEE MINUTES

The minutes of the meeting held on 12th September 2024, (attached to the Agenda) as previously circulated, are submitted for confirmation.

RECOMMENDATION

THAT the minutes of the previous meeting of held on the 12th September 2024, as previously circulated, be confirmed.

DECISION

Moved by Cllr D Fish, seconded by Mayor E Batt

THAT the Minutes of the previous meeting of held on the 12th September 2024, as previously circulated, be confirmed.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

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):

Nil.

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.

RECOMMENDATION

THAT the Council Committee resolve by simple 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 2005*.

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*.

The following Councillors and Officers advised of an interest in the Grant Item, SMC Small Grants Program 2025, adjacent to their names;

Andrew Benson as a Member of the Assessment Panel for Oatlands Highland Gathering Committee Project

Deputy Mayor Karen Dudgeon – Signatory to the Oatlands District Football Association bank account but not an executive committee member.

DECISION

Moved by Mayor E Batt, seconded by Cllr D Fish

THAT the information be received and noted.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

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.*

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

Nil

8. COUNCIL OWNED HALLS & BUILDINGS

8.1 GENERAL

Nil

8.2 CAMPANIA HALL

The hall has recently been painted.

8.3 CAMPANIA WAR MEMORIAL HALL

An allocation in 2024/25 budget for external painting \$10,600. A bush shelter has been installed outside the hall.

8.4 COLEBROOK MEMORIAL HALL

A budget allocation has been set for windows, ramps and double doors

8.5 VICTORIA MEMORIAL HALL, KEMPTON

Works continues to be carried out on the roof – unable at this point in time to fix roof leak. New gutter and down pipes were installed.

8.6 GAY STREET HALL, OATLANDS

The heaters have been upgraded.

8.7 MANGALORE COMMUNITY HALL

Nil

8.8 OATLANDS AQUATIC CLUB BUILDING

Nil

8.9 MIDLANDS MEMORIAL COMMUNITY CENTRE

Nil

8.10 WOODSDALE HALL

Nil

8.11 ROCHE HALL

Extensive works is being carried out on Roche Hall, as part of the *Performing Residencies in Southern Midlands* (PRISM) program through the Heritage Projects Team, which includes works on ceiling repairs. Request an anticipated completion date from Brad Williams.

8.12 OATLANDS AQUATIC CENTRE

Shelter/BBQ constructed \$30,000.

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 Deputy Mayor K Dudgeon, seconded by Cllr D Fish

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)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

9. COMMUNITY OWNED HALLS

9.1 BROADMARSH ELDERSLIE COMMUNITY HALL

Nil

9.2 MT SEYMOUR COMMUNITY HALL

Nil

9.3 JERICOH COMMUNITY HALL

Nil

9.4 LEVENDALE COMMUNITY HALL

Boundary adjustment (adjacent to the Levendale Community Hall), has been completed and Council now owns the tennis court and the playground area, from the former Levendale School.

9.5 PARATTAH JUBILEE HALL

It appears a new Committee has been formed.

9.6 STONOR COMMUNITY HALL

Nil

9.7 TUNBRIDGE TOWN HALL

Deputy Mayor K Dudgeon provided that there has been no meetings for approx. 18 months. The market is still being held once a month

9.8 TUNNACK VICTORIA HALL

New kerb and footpath is completed in the vicinity of the Tunnack Club

9.9 FORMER SITE OF THE BADEN HALL

Following discussions with the owner of the site where the Baden previously stood, Council have resolved to explore the development of a small interpretation site at that location displaying some panels of the former Hall plus events and use some of the sandstone from the old demolished chimney as a focal point for that display. Council have asked for a budget submission from the Heritage Project's team for consideration in the 2026/2027 budget.

RECOMMENDATION

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

DECISION

Moved by Mayor E Batt, seconded by Cllr D Fish

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
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

10. COUNCIL OWNED RECREATION GROUNDS

10.1 CAMPANIA RECREATION GROUND

As part of a Liberal Government election funding project the following projects have been funded;

- A new scoreboard has been erected (SMC \$12,875 and Grant \$35,000)
- An 'all abilities' car parking is scheduled for construction (SMC \$8,750 and Grant \$18,000)
- A retaining wall plus tiered seating is scheduled for construction (SMC \$70,000 and Grant \$200,000)
- The new change rooms is currently underway under the LGAT Open Space Grants Program (SMC \$700,000 and Grant \$400,000)

The light towers have been inspected and are found to be in good condition and the poles have no defects.

10.2 COLEBROOK RECREATION GROUND

Noted that the Clubrooms were now leased to the Colebrook Recreation Centre.

It was noted that the land situated to the right of the oval appears to be surplus to requirements and Council should consider the future of it.

10.3 KEMPTON RECREATION GROUND

The Lower Midlands Art Group have erected 2 dog silhouettes on the fence to the off lead dog park and 2 sheep at the front of the old kiosk.





The half Basketball Court/Pickle Ball Court plus the Cricket Practice Nets have had their concrete bases poured and are awaiting the surface finish during October, when the weather is warmer for the application. These works are funded through a State Election Grant from the Hon Kerry Vincent MLC and the Hon Jane Howlett MP.

The six steel and 2 wood poles used for lighting has been inspected and they are all in good condition with no defects found. Mayor Edwin Batt raised that there is an issue with one of the lights, works intermittently on the south side.

An irrigation system was installed on the oval.

10.4 MANGALORE RECREATION GROUND

One arena has been resurfaced and the other will be done within the next few weeks. This was done through a State Government grant, thank you to the Brighton & Southern Midlands Pony Club who were successful in obtaining the grant.



Council have planted trees along the boundary fence to help eliminate the dust from main arena drifting into private [property facing the Midland Highway.

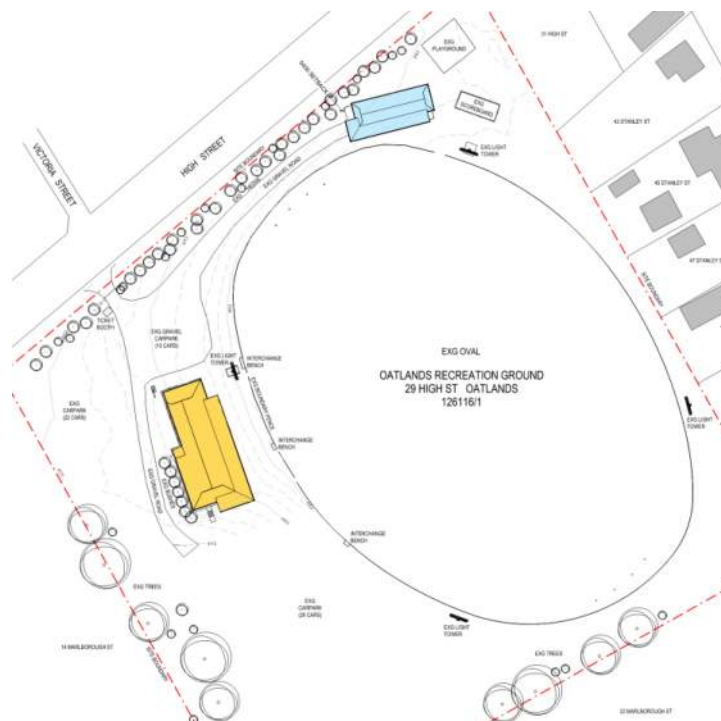
10.5 MT PLEASANT RECREATION GROUND

Deputy Mayor K Dudgeon advised that new lights have been installed. This was funded by Mark Shelton – Liberal Party.

10.6 OATLANDS RECREATION GROUND

A grant application was submitted under the Growing Regions Grant Program, for \$M2.8 for the redevelopment of the existing Clubrooms and Change rooms, as well as the construction of a new set of Change rooms, but unfortunately Council were unsuccessful. The grant Design has been finalised, achieving development approval and the issuing of a Planning Permit. The Building Application / Plumbing Application plans are 98% complete, as are the Tender documents. With these documents in hand Council are searching for a grant round that can be accessed for the relevant funds to construct the development at the Oatlands Recreation Ground.

Site Plan



It is also noted that the 4 light towers at this ground have been inspected and there are no defects.

Deputy Mayor K Dudgeon advised that the entry and exit required work as it is currently not suitable due to traffic congestion, with a less than adequate width.

10.7 PARATTAH RECREATION GROUND

Nil.

10.8 TUNNACK RECREATION GROUND

A budget allocation has been set for the kiosk removal and painting of the toilets.

10.9 WOODSDALE RECREATION GROUND

Council agreed at the August Council meeting that it proceed to enter into a Contract of Sale for the Woodsdale Football Ground to the Woodsdale Recreation & Community Hub Inc. based on the terms and conditions of sale previously agreed.

10.10 RUNNYMEDE RECREATION GROUND

The new playground equipment was installed last year and a budget allocation for cricket pitch renewal of \$8,000 has been allocated.

10.11 BAGDAD RECREATION PRECINCT

A grant application was submitted under the Growing Regions Grant Program, for \$10,624,973.00 for a \$15,178,534.00 project, comprising the redevelopment of the existing oval, including sports ground lighting along with irrigation; new Clubrooms and Change rooms, as well as the construction of a new Multipurpose Sports Hall, but unfortunately Council were unsuccessful. The grant Design has been finalised, achieving development approval and the issuing of a Planning Permit. The Building Application / Plumbing Application plans are 98% complete, as are the Tender documents. With these documents in hand Council are searching for a grant round that can be accessed for the relevant funds to construct the development at the Bagdad Recreation Precinct.

The property has now been transferred to Council. A budget allocation to upgrade the wastewater system of \$200,000 has been set.

The property adjacent to the Precinct on the corner of Hall Lane and the Midland Highway has been purchased by Council, for overflow parking and a playground.

Site Plan



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 Mayor E Batt

THAT the information and actions in relation to ‘Council Owned Recreation Ground’ detailed in item 10 be received and progressed.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

11. COMMUNITY / PRIVATELY OWNED RECREATION GROUNDS

11.1 LEVENDALE RECREATION GROUND

Council continue to provide a \$2,000 contribution of the mowing and maintenance of the site.

11.2 BAGDAD RECREATION PRECINCT

Refer to Item 10.11.

RECOMMENDATION

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

DECISION / COMMITTEE’S RECOMMENDATION TO COUNCIL

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

THAT:

The information and actions in relation to ‘Community/Privately Owned Recreation Ground detail in item 11, be received.

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

12. PARKS AND PLAYGROUNDS

12.1 GENERAL

The matter of a Dog Park for Oatlands has been extensively investigated over the course of the past two years and the last report identified that there is a lack of Community interest for the currently available site.

12.2 PROGRAM FOR PLAY EQUIPMENT & RELATED INFRASTRUCTURE

It is noted that Tania Rowlands has just finished undertaking certification and now can do playground inspections. Tania has commenced the playground inspections.

12.2.1 Colebrook Park

Nil

12.2.2 Campania Recreation Ground

Nil

12.2.3 Flour Mill Park (Campania)

Inspiring Place has prepared a concept design for the Flour Mill Park and a budget allocation has been set aside for the removal of the tennis courts and the construction of a half-court basketball court / pickle ball court on the site.

12.2.4 Kempton Recreation Ground

A Community consultation process is being prepared for the revised toddler's playground.

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)

Nil

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)

Nil

12.2.16 Callington Park Playground

The new toilet has been completed and new seating has been installed.

12.2.17 Runnymede Recreation Ground

The new playground equipment has been installed.

12.2.18 Melton Mowbray Park

The Melton Mowbray Park development is almost complete. Awaiting final approval from Tas Heritage Council before the trough can be reinstated

The Deputy Mayor offered congratulations to Andrew Benson on his work on the Bisdee Memorial.

RECOMMENDATION

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

DECISION

Moved by Deputy Mayor K Dudgeon , seconded by Cllr Fish

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

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

13. DISABILITY ACCESS AND INCLUSION (DISABILITY DISCRIMINATION ACT)

13.1 COUNCIL CHAMBERS, 71 HIGH STREET, OATLANDS

A design has been received for the revised access and an estimate has be provided. This needs to be progressed as a matter of urgency. A letter to be sent to Andrew Dean asking him to remove his exercise equipment from the town hall.

RECOMMENDATION

THAT the information be received.

DECISION / COMMITTEE'S RECOMMENDATION TO COUNCIL

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

THAT the information be received and that this matter be progressed as a matter of urgency in respect of the toilet up grades and the disability access provisions.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

14. CURRENT BUDGET 2025/2026

Budget will be tabled at the meeting

Recreation Committee Capital Project Report 2024-25 (to 31 Aug 2024)

Project	Budget	Expenditure
Facilities & Recreation Committee	35,840	-
Bagdad - Bagdad Community Club (Precinct Plan)	25,000	23,817
Bagdad - Iden Road Park Development	75,000	-
Broadmarsh - Broadmarsh Hall "The Haven"	1,747,054	1,717,054
Campania - Justitia Court POS - Shelter Hut	16,000	15,516
Campania - Memorial Hall (External Repainting)	10,600	-
Campania - Recreation Ground (Electronic Scoreboard)	47,875	-
Campania - Recreation Ground (All abilities Car Parking)	26,750	-
Campania - Recreation Ground (Ground Improvements - Landscaping & Tiered Seating)	270,000	-
Campania - Recreation Ground (Upgrade Change rooms)	1,100,000	3,850
Colebrook - Hall (Restore damaged floor surface plus stage to match)	1,800	9,000
Kempton - Recreation Ground (Irrigation)	60,000	1,637
Kempton - Recreation Ground (Site Dev and Play Equipment)	24,250	5,837

Mangalore - Recreation Ground (Upgrade Horse Arena)	6,400	-
Mangalore - Recreation Ground (Dust Remediation - Tree planting etc.)	5,000	-
Melton Mowbray - Streetscape Works (Trough / Shelter etc)	60,000	16,323
Oatlands - Aquatic Centre (Courtyard Development -Shelter / BBQ)	30,000	-
Oatlands - Aquatic Centre (Reception - Sliding Counter Window)	6,000	-
Oatlands - Aquatic Centre (Gymnasium - Mirror & Equipment)	16,400	-
Oatlands - Aquatic Centre (Replacement Pump)	2,360	2,360
Oatlands - Gay Street, Hall (Air Lock & Heating)	30,000	-
Oatlands - Midlands Community Centre (External Painting - Front of Building)	8,000	-
Oatlands - Old Swimming Pool (Staged demolition)	200,000	26,081
Oatlands Recreation Ground Redevelopment	-	7,950
Woodsdale Recreation Ground	45,000	-
Water Bottle Refill Stations	7,980	-

RECOMMENDATION

THAT the information be received.

DECISION

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

THAT the information be received and noted.

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

15. SOUTHERN MIDLANDS COMMUNITY INFRASTRUCTURE PLAN (CIP)

The Southern Midlands Community Infrastructure Plan was adopted at the April 2024 Council meeting and shall be referred to as a critical component of the strategic decision making for this Committee.

DECISION

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

THAT the information be received and noted.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

16. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

Nil

17. COMMUNITY SMALL GRANTS PROGRAM

17.1 Southern Midlands Community Small Grants Program 2025

Author: DEPUTY GENERAL MANAGER (ANDREW BENSON)

Date: 2nd September 2025

Attachments:

1. *Assessment Analysis (A3 size - to be provided at the meeting)*
2. *Summary of 10 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, and 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 **Monday 28 July 2025** and **closes on Monday 1 September 2025 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 6th October 2025 - full acquittal is required by 30th July 2026.

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.

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 bone 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 student's 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 Manager Community & Corporate Development, 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.***

<i>Tips for completing the Application Form</i>
--

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 nineteenth 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

Grant Applications open (with Application Forms available from the SMC website from this date)	Monday 28 July 2025
Grant Applications close	Monday 1 September 2025 (4.00pm)
Confirmation letter acknowledging receipt of applications	Wednesday 3 September 2025
Facilities & Recreation Committee Agenda closes	Thursday 4 September 2025
Facilities & Recreation Committee meeting	Thursday 11 September 2025
Full Council meeting Agenda closes	Thursday 18 September 2025
Full Council meeting – Oatlands [To consider recommendations from the Facilities & Recreation Committee]	Wednesday 24 September 2025
Successful / Unsuccessful letters to grant applicants	Week commencing Monday 29 September 2025
Grant Acquittal	30th June 2026

Nine applications (two subject to confirmation to accept or reject based on being received after the closing time) have been received identifying \$36,608.00 worth of projects, requesting a total of \$21,648.00 of support from Council through the SMC Community Small Grants Program 2025. Within the application Council 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 \$18,430.00 has been determined from the applications for this grant round. The funds available for distribution by Council for the projects being \$30,000.00 as per the 2025/26 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 assessment panel 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 will therefore be asked to leave the room in relation the nominated application are identified in the report to Council, to ensure the integrity of the process.

Applications Received After the Close Date/Time

- At just before 1600hrs, the closing time for the receiving of applications the Vice President of the Campania Community Group Inc., contacted the Deputy General Manager (DGM) by phone to say *‘that she had pressed send on her computer and the email with the Application attached was going around and around in the computer’s ‘Out Box’ but was not sending’*. Her statement was *‘help – what can I do, if it keeps going around and around the deadline will be missed’*.

The DGM’s comment was *“don’t panic, close the computer down and then start it up again and see if you can send the Application”*. He further stated that *“if he received the Application within the next thirty minutes (up until 1630hrs) then he would be required to advise the Assessment Panel that the Application was received after the deadline as detailed in the Program Guidelines, however he would share the dilemma with the Committee and it*

would be the Committee's decision as to whether the Application would be formally received and assessed.'

A decision to accept or reject this Application is required.

2. At 1710hrs the DGM sent the following email to Mary-Ann Orchard and Nan Bray

Hi Mary-Ann and Nan

Now that the Grant has closed, I am working through the Applications and I have received a grant application from the Oatlands Community Hub for travel support and there is a quotation for a 'Good Guys – Stove Quote' included in the package and I am a little confused.

I have deleted it from the Application package, as clearly it doesn't relate to the Application.

Regards

AB

The DGM received the following email back from Mary-Ann Orchard;

So sorry AB.

Oops I attached the one from last year, I'm blaming my old lady brain and having too many tabs open at the same time, sorry. Plus having to work with Midlands Swim Club to get theirs in today. Am I okay to send the one that should have gone in? If so, it is definitely attached now.

*Cheers M
Mary-Ann Orchard*

The DGM called Mary-Ann and advised her *that the close off for the Grant was 4.00pm and that he did not have the authority to accept the Application, however, he stated that he would explain the circumstances to the Committee and the decision to accept or reject the Application would be up to the Committee.*

A decision to accept or reject this Application is required.

DECISION

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

THAT the information be received and the two 'late' aforementioned Applications be received as valid Applications for assessment.

CARRIED

Councillor	Vote For	Vote Against
Cllr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

APPLICANTS

Southern Midlands Community Small Grants Program 2025					
Applications					
Group/Club	Auspiced by	Project	Project Cost	Grant Sought	Will Accept
Campania Community Group Inc		First Aid Training for Community	\$ 2,940.00	\$ 2,040.00	\$ 1,740.00
Campania Community Group Inc_2 *		Creation of a History Room	\$ 7,103.00	\$ 2,353.00	\$ 1,953.00
Oatlands Community Assn *		New Stove	\$ 1,759.00	\$ 1,409.00	\$ 1,279.00
Oatlands Community Hub	OCA	Travel for Oatlands Community	\$ 3,978.00	\$ 2,228.00	\$ 1,935.00
Oatlands District Football Assn Inc		Upgrading of Office Equipment	\$ 2,400.00	\$ 2,000.00	\$ 1,250.00
Oatlands Ex-Serv & Com Club Inc		EFPOS Machine upgrade	\$ 2,353.00	\$ 2,228.00	\$ 2,228.00
Oatlands Highland Gathering	SMC	Purchase of Stage for Community Use	\$ 10,045.00	\$ 3,000.00	\$ 3,000.00
Oatlands Swim Club	OCA	Swimming equipment	\$ 3,312.00	\$ 3,000.00	\$ 2,000.00
Tunnack Community Club		Roof repairs	\$ 4,078.00	\$ 3,000.00	\$ 2,750.00
Woodsdale Football Club Inc		New replacement refrigerator	\$ 2,888.00	\$ 2,888.00	\$ 2,500.00
			\$ 40,856.00	\$ 24,146.00	\$ 20,635.00
		Budgeted Funding for 2025		\$ 30,000.00	\$ 30,000.00
		<i>balance</i>		\$ 5,854.00	\$ 9,365.00

NOTE: The two Applications with the red asterisks received acceptance an decision from the Committee

RECOMMENDATION

THAT

1. The impartial assessment process as developed by the Deputy General Manager be undertaken by the Assessment Panel of the Facilities and Recreation Committee, plus a number of Council Officers be undertaken in Workshop mode;
2. Financial decisions are then to be calculated and endorsed based on the assessment; and
3. The financial allocations for the nineteenth round of the Southern Midlands Council Community Small Grants be subsequently submitted to the next Full Council meeting for ratification.

DECISION

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

THAT given the dollar value of Applications is less than the budgeted amount and that the Deputy General Manager has confirmed that all Applications meet the Southern Midlands Community Small Grants Program 2025 Guidelines, the ranking of the Applications is not warranted and therefore all of the Applications are recommended to Council for approval as detailed below.

**Campania Community Group Inc.
For Community First Aid Training \$ 1,770.00**

**Campania Community Group Inc.
Creation of a History Room as part of the Campania War Memorial Hall, subject to formal agreement with the Campania Hall Committee and Council \$2,353.00**

**Oatlands Community Association Inc.
New stove for the Midlands Memorial Community Centre \$ 1,409.00**

**Oatlands District Football Association Inc.
Office equipment upgrade. \$ 2,000.00**

**Oatlands Ex-Service & Community Club Inc.
EFPOS machine upgrade. \$ 2,228.00**

**Oatlands Highland Gathering Committee
Purchase of portable stage components for Community use. \$3,000.00**

**Oatlands Swim Club
Swim training pool equipment. \$ 3,000.00**

**Tunnack Community Club Inc.
Roof repairs. \$ 3,000.00**

**Woodsdale Football Club Inc.
Replacement refrigerator. \$2,888.00**

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	

Southern Midlands Community Small Grants Program 2025							
Applications						Recommendation	
Group/Club	Auspiced by	Project	Project Cost	Grant Sought	Will Accept	Recommend to Council	Score
Campania Community Group Inc		First Aid Training for Community	\$ 2,670.00	\$ 1,770.00	\$ 1,470.00	\$ 1,770.00	
Campania Community Group Inc_2 *		Creation of a History Room	\$ 7,103.00	\$ 2,353.00	\$ 1,953.00	\$ 2,353.00	
Oatlands Community Assn *		New Stove	\$ 1,759.00	\$ 1,409.00	\$ 1,279.00	\$ 1,409.00	
Oatlands District Football Assn Inc		Upgrading of Office Equipment	\$ 2,400.00	\$ 2,000.00	\$ 1,250.00	\$ 2,000.00	
Oatlands Ex-Serv & Com Club Inc		EFPOS Machine upgrade	\$ 2,353.00	\$ 2,228.00	\$ 2,228.00	\$ 2,228.00	
Oatlands Highland Gathering	SMC	Purchase of Stage for Community Use	\$ 10,045.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Oatlands Swim Club	OCA	Swimming equipment	\$ 3,312.00	\$ 3,000.00	\$ 2,000.00	\$ 3,000.00	
Tunnack Community Club		Roof repairs	\$ 4,078.00	\$ 3,000.00	\$ 2,750.00	\$ 3,000.00	
Woodsdale Football Club Inc		New replacement refrigerator	\$ 2,888.00	\$ 2,888.00	\$ 2,500.00	\$ 2,888.00	
			\$ 36,608.00	\$ 21,648.00	\$ 18,430.00	\$ 21,648.00	
		Budgeted Funding for 2025		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
		balance		\$ 8,352.00	\$ 11,570.00	\$ 8,352.00	

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

Author: DEPUTY GENERAL MANAGER (ANDREW BENSON)

Date: 2nd September 2025

Attachments:

1.Request for \$5,000 from St Mary's Community Cemetery Kempton Inc;

BACKGROUND

St Mary's Community Cemetery Kempton Inc., was approved in 2022 for a grant under the Donations and Community Support Policy.

[EXTRACT COUNCIL POLICY]

Council Policy

DONATIONS & COMMUNITY SUPPORT POLICY

2.3 Supporting Community Owned Halls

2.3.1 This part of the Policy is aimed at supporting the Management Committee(s) of the various community owned Halls through:

- a) The provision of funding to assist with major building upgrade and maintenance;*
- b) The provision of funding to subsidise the cost of maintaining Public Liability Insurance Cover for these premises; and*
- c) Granting exemptions from Council Rates and Charges.*

2.3.2 This funding assistance recognises the importance of these community owned facilities in building social capital and providing a valuable service to the community.

Background

There are currently nine Community Owned Halls in the Southern Midlands local government area. They being:

- 1. Baden Hall (future to be confirmed)*
- 2. Broadmarsh Community Hall*
- 3. Jericho Hall*
- 4. Levendale Community Hall*
- 5. Mt Seymour Hall (future to be confirmed)*
- 6. Parattah Jubilee Hall*

7. Stonor Hall

8. Tunbridge Community Hall

9. Tunnack Community Hall

The Southern Midlands Council will allocate an amount of \$5,000 per annum for major upgrade/maintenance works to community owned Halls (to be known as the Building Fund). It is intended, unless determined otherwise by the Committee, that this will be allocated as a single amount, inferring that each community owned facility will be entitled to apply for this allocation once every three years. If more than one application is received in any one-year, then the Facilities & Recreation Committee, will at its absolute discretion, determine the successful

[END OF EXTRACT COUNCIL POLICY]

CURRENT

St Mary's Community Cemetery Kempton Inc., is the only organisation applying for a grant under the policy this year.

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 three 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'

It is noted that the last update of the Policy 'missed' the inclusion of St Mary's Community Cemetery Kempton Inc. and this update was after the Facilities & Recreation Committee had made a recommendation to Council that the organisation be included in the policy, which was endorsed by Council, hence the issuing of the first allocation to St Mary's under this policy in 2022.

RECOMMENDATION

THAT the Facilities & Recreation 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 works as outlined in the attached Application.

DECISION

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

THAT

1. The information be received and
2. The Facilities & Recreation 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 works as outlined in the attached Application.

CARRIED

Councillor	Vote For	Vote Against
Clr D F Fish (Chairperson)	√	
Mayor E Batt	√	
Deputy Mayor K Dudgeon	√	



St Mary's Community Cemetery Kempton Inc.

ABN: 66 475 652 415

PO Box 94, Kempton TAS 7030

Public Officer; William Cromarty, m: 0418 131 411

Email: Bill.Cromarty@gmail.com

Website: www.stmaryscommunitycemeterykempton.com.au



To : Andrew Benson
Deputy General Manager
Southern Midlands Council
85 Main Street Kempton Tas 7030

Date : 13th June 2025

Re : \$5000 COMMUNITY OWNED HALLS GRANT

Dear Andrew

Please find listed below, the documents I have enclosed for our Community Owned Halls Grant application.

- * Letter of application
- * Quotations for all work
- * Public Liability Insurance
- * Financial Independent audit of our accounts

If you require further information please contact me on
ph : 0362593087 email : john.pockett@bigpond.com

Kindest Regards

John

Treasurer / Project Manager



St Mary's Community Cemetery Kempton Inc.

ABN: 66 475 652 415

PO Box 94, Kempton TAS 7030

Public Officer; William Cromarty, m: 0418 131 411

Email: Bill.Cromarty@gmail.com

Website: www.stmaryscommunitycemeterykempton.com.au



To : Tim Kirkwood
General Manager
Southern Midlands Council
85 Main Street Kempton TAS 7030

Date : 13th June 2025

Re : The \$ 5,000 Community Owned Halls Grant.

Dear Tim

In 2022 the community of Kempton through fundraising and donations, raised enough money to purchase St Mary's church and cemetery from the Anglican Diocese. We formed a working committee elected by the members, and we registered as an incorporated body and a registered charity. We are also registered by the state government as official cemetery managers.

St Mary's has been part of the Kempton community since 1839 (186 years) Generations of local families have been christened and married in the church and buried in the cemetery. After over 80 years of neglect, our repair and restoration program is slowly bringing St Mary's back to its original condition, for the benefit of all members of the community.

OUR CURRENT PROJECT : THE CHURCH CHANCEL

The church chancel is in very poor condition. We have a chronic damp problem, causing the deterioration of the church walls and plaster. This work must be carried out as a sense of urgency before the wet winter weather sets in. We also require the ceiling, walls, window frames, and archway to be refurbished and repainted. The chancel also requires damaged electrical wiring to be replaced and a new L.E.D. strip light fitted. We also require the repair of various spot lights.

QUOTATIONS FOR ABOVE WORK

Elite Plastering : Boncrete brickwork, apply 3 coat plaster system	\$ 1,990.00	G.S.T. \$ 199.00
Front wall of archway (same system)	\$ 1,600.00	G.S.T. \$ 160.00
Young's Decorating : Refurbish and repaint all surfaces as above	\$ 5,800.00	G.S.T. \$ 580.00
Front wall of archway (same system)	\$ 1,360.00	G.S.T. \$ 136.00
Empire Electrical : Electrical work as mentioned above	\$ 422.00	G.S.T. \$ 42.00
TOTAL	\$ 11,172.00	\$ 1,117.00

St Mary's Church and Cemetery is community owned and community run. We continue to carry out the same services that are offered by other churches, (we are multi-denominational). We also carry out other community events and functions including, concerts, recitals, art exhibitions, and childrens events.

St Mary's church was convict built, is National Trust and Heritage listed, and is part of our Tasmanian and Australian Heritage.

The committee of St Mary's along with many members of our community, would like to thank Southern Midlands Council for the support they have given us over the past three years. Any support we get for our restoration projects will be acknowledged on the front page of our website, along with pictures of the work that was carried out.

I hope the information I have given meets the Community Halls funding requirements. Please contact me if you require further information.

Regards



John Pockett : Treasurer / Project Manager.
john.pockett@bigpond.com ph : 0362593087

19. NEXT MEETING

10th September 2026

20. CLOSURE

Chairman, Councillor Don Fish thanked Committee Members and Council Officers for their contribution and closed the meeting at 11.20am

Local Government Forum

Minutes

A meeting of the TasWaste South Local Government Forum was held on **Thursday, 07 August 2025** commencing **at 1.00pm**.

Contact Us:

326 Macquarie Street
South Hobart,
Tasmania 7004

GPO Box 1521
Hobart,
Tasmania 7001

Tel: 0409 963 061
taswastesouth.tas.gov.au
ABN 71 966 321 558



Supported by the Tasmanian Government through the Waste and Resource Recovery Board.

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Attendance

1. REPRESENTATIVES

Council	Member Representative	
Brighton	Mayor Leigh Gray	✓
Central Highlands	Deputy Mayor Jim Allwright	✓
Clarence	Cr Beth Warren	✓
Derwent Valley	Cr Wayne Shoobridge	✗
Glamorgan Spring Bay	Peter Porch	✗
Glenorchy	Mayor Sue Hickey	✗
Hobart	Cr Bill Harvey	✓
Huon Valley	Mayor Sally Doyle	✗
Kingborough	Cr Gideon Cordover	✓
Sorell	Mayor Janet Gatehouse	✓
Southern Midlands	David Richardson	✗
Tasman	Cr Angela Knott	✓

Council	Substitute Representative (for this meeting)	
Glenorchy	Emilio Reale	✓
Southern Midlands	Tim Kirkwood	✓

2. OBSERVERS

Under the Rules Member Councils may appoint an observer to attend Forum meetings and the Annual General Meeting.

Council	Observer
Brighton	James Dryburgh
Clarence	Micky Young

Derwent Valley	Meg Kluver
Glenorchy	Luke Chiu
Hobart	David Reeve
Hobart	Christopher Kuchinke
Huon Valley	Andrew Bourne
Sorell	Greg Robertson

3. ATTENDING

Attending	
TasWaste South	Chair Dr Katrena Stephenson
TasWaste South	Director Corey Peterson
TasWaste South	Director Ernie Hacker
TasWaste South	Paul Jackson
TasWaste South	Tegan Lovell
TasWaste South	Celeste Parremore

4. ACKNOWLEDGEMENT OF COUNTRY

TasWaste South acknowledged and paid respect to the Tasmanian Aboriginal community as the traditional and original owners and continuing custodians of the land on which we were meeting.

5. WELCOME AND INTRODUCTION

The Chief Member Representative, Mayor Leigh Gray, welcomed all to the August 2025 TasWaste South Local Government Forum.

The minutes from the Forum of 2 April 2025 were adopted.

Moved : Representative Gideon Cordover

Seconded: Substitute Representative Emilio Reale

Motion carried unanimously

6. REPORTS

6.1. CRS REFUND SPLIT FROM MRF

REPORT TO:	TAS WASTE SOUTH LOCAL GOVERNMENT FORUM
PREPARED BY:	PAUL JACKSON CEO
MEETING DATE:	7 AUGUST 2025

RECOMMENDATION

Moved: Member Representative Gatehouse

Seconded: Substitute Representative Kirkwood

The Local Government Forum resolved that the sharing of the refund received by councils for eligible CRS containers processed through the MRF will be shared between councils in proportion to the volume of recycling each council collects for processing through the MRF.

Motion carried unanimously

6.2. REAPPOINTMENT OF INDEPENDENT DIRECTOR

REPORT TO:	TAS WASTE SOUTH LOCAL GOVERNMENT FORUM
PREPARED BY:	PAUL JACKSON CEO
MEETING DATE:	7 AUGUST 2025

RECOMMENDATION

Moved: Member Representative Cordover

Seconded: Member Representative Harvey

The TasWaste South Local Government Forum, by Special Resolution, appointed Corey Peterson as independent Director for a term of three (3) years from 1 February 2026.

Motion carried unanimously

7. TASWASTE SOUTH UPDATE

The CEO of TasWaste South provided an update on the activities of TasWaste South since the last Forum. This included:

- Quarterly Report
- EOFY
- Funding
- Election advocacy
- Organics
- CRS preparation
- MRF contract
- Circular Economy Procurement
- Rethink
- Resourcing
- Internal Systems and Processes
- Garage Sale Train
- UTas Sustainability Placement
- UTas Environmental Careers Expo

8. TASWASTE SOUTH PROJECT UPDATE

The Waste Program Manager from TasWaste South provided an update on the outcomes of three specific projects that had been completed. These were:

- HHW Catch up day – 31 May 2025
- Regional Bin Audit
- Regional Infrastructure Plan

9. REGIONAL INFRASTRUCTURE PLAN PROJECT UPDATE

David Cocks and David Holman from MRA Consulting provided an update to the Forum on the status of the Infrastructure Plan project currently underway for TasWaste South.

Attachment A is a copy of MRA's presentation.

10. CONTAINER REFUND SCHEME UPDATE – AUDIT AND SAMPLING PROCESS

David Paynter and Roger Sweet from TasRecycle presented an update on the introduction and initial operation of the container refund scheme and outlined the approach to the sampling of material collected through the MRF.

Attachment B is an amended copy of their presentation with some commercial in confidence information removed.

11. NEXT MEETING:

The next ordinary meeting and AGM of the TasWaste South Local Government Forum will be convened on **Thursday, 27 November 2025**, at Middleton Room, Kingborough Community Hub, 7 Goshawk Way, Kingston.

12. CLOSURE

The meeting closed at 3.30pm.



Council Policy CARAVAN POLICY

Approved by:
Approved date:
Review date:

Council
Insert date
Insert date

1. PURPOSE

Council will manage the temporary occupancy of caravans to ensure a safe and healthy environment and the protection of residential amenity.

2. OBJECTIVE

To outline requirements for those who wish to temporarily occupy a caravan on private land in the Southern Midlands Municipal Area.

3. SCOPE

A Caravan Licence is required for the placement and occupation of a caravan on private land for the purpose of living on-site when building an approved dwelling in the Southern Midlands Municipal Area.

4. DEFINITIONS

“Caravan” means:

- (a) Any object or structure having the general characteristics of a caravan, a house or dwelling on wheels, a covered van or trailer and any vehicle used or adapted for human habitation or occupation, excluding a motor vehicle/motor-home; and
- (b) Includes any structure, awning or veranda, lean-to, car-port or other enclosed or partly enclosed area used or capable of being used in connection with, or attached to, or appurtenant to any caravan but does not include a building or temporary structure for which a permit is required under any other law; and
- (c) May or may not have the wheels or axles attached or removed; and
- (d) May be resting directly on the ground or is placed on blocks or other supports; and
- (e) May or may not be registered under any other law.

“Casual or Recreational Accommodation” means to occasionally occupy for the purposes of enjoyment or care of the land upon which the caravan is situated but does not include temporary accommodation for a period not exceeding 30 days per calendar year.

“Emergency Accommodation” means accommodation for a period not exceeding one (1) year that is required by a person at their principal place of residence by reason of an emergency including circumstances rendering a permanent dwelling unfit for occupation as a result of fire, flood or storm.

“Municipal area” means the Southern Midlands Council municipal area as defined by section 16 of the *Local Government Act 1993*;

“Occupy” includes, without limitation, to reside or live in or use for entertainment, sleeping, resting, cooking, eating, and commercial or retail activities or for any similar use whether of a temporary or permanent nature;

“Temporary Accommodation” means to occupy on a full-time basis for a temporary period while a permanent dwelling is constructed on the land.

“Temporary Structure” has the same meaning as in the *Building Act 2016* and includes a tepee or similar structure, but does not include any temporary structure:

- (a) situated in a caravan park;

- (b) used by a travelling show person in the ordinary course of their business;
- (c) the subject of a permit or licence has been granted or issued under any other Bylaw of the Council;
- (d) that requires approval to occupy under any Act or Regulation; and
- (e) that is exempt from approval to occupy under any Act or Regulation.

5. POLICY

5.1 Restrictions

- (i) A licence is required to place a caravan on private land and occupy it as a residence on a temporary basis during construction of an approved dwelling, alteration or demolition work. (limited to a single caravan per property)
- (ii) A caravan licence will be issued for a period of 6 months (maximum period 2 years in accordance with the *Building Act 2016*) and reviewed at each re-application stage to determine if sufficient progress is being made on the building of the permanent dwelling before approval and reissue of a new licence will be given for a further period of time.
- (iii) Planning, Building, Plumbing and Special Plumbing Permits (if applicable) must be approved and issued for a permanent dwelling on the property before a caravan licence is granted.
- (iv) An owner or occupier of land must not allow any person to occupy a caravan situated on that land in exchange for payment or any in-kind work or financial benefit paid to them or an external party.
- (v) Relocatable, non-registrable buildings and shipping containers are not covered by this policy and will be subject to the relevant planning, building, and plumbing controls.
- (vi) A Licence will not be granted for permanent accommodation.

6. CARAVAN LICENCE APPLICATION

6.1 Requirements

- (i) To apply for a caravan licence, the applicant must complete and submit the Licence Application Form and provide the following information:
 - (a) Details of the proposed method of disposal of the wastewater (i.e. effluent and sullage water) from the caravan. The disposal method must be approved by Councils Environmental Health Officer to ensure it will not cause a health hazard or environmental nuisance.
 - (b) Copy of the current Certificate of Title (issued within last 90 days);
 - (c) A detailed site plan showing the proposed location of the caravan, existing buildings/structures, access arrangements, landscaping/screening and relationship to

neighbouring dwellings. The site plan is preferred to be A4 or A3 in size and to a scale of 1: 100;

- (d) A copy of the Certificate of Likely Compliance (CLC) (Form 11a) approved by a Building Surveyor for a new dwelling.
- (e) Registration details from Tasmanian Motor Registry.
- (f) Payment of the prescribed fees.
- (g) If the applicant is not the property owner, written consent must be obtained by the property owner.

6.2 Conditions

- (a) Adequate water supplies must be available to the satisfaction of Council's Environmental Health Officer.
- (b) Permits for planning, building and plumbing for a permanent dwelling to be built on the property must be approved and issued before a caravan licence can be issued.
- (c) No nuisance may be created or caused by the occupation, or placement of the caravan.
- (d) The caravan shall be located no closer than 2 metres from rear and side boundaries.
- (e) The caravan shall be placed to the rear of the block if possible and shall not be located in front of any constructed dwelling if possible, or within 6 metres of the front boundary. The caravan must be partially screened when viewed from the street. If this is not the case, you can use fencing, landscaping or garden walls providing that it is 1.5m high.
- (f) Sufficient space is to be provided for the off-street parking of any vehicle(s) associated with the occupants of the caravan.
- (g) Appropriate provision is made for the safety of the occupants of the caravan, but not limited to installation of fire extinguishers and smoke alarms.
- (h) No external additions to the caravan are to be undertaken. (an integral awning is exempt)

Council may revoke the caravan licence if any of the above conditions are not adhered to.

7 EXEMPTIONS

A Caravan Licence is not required for the following:

- (a) Placed on Council land authorised as a caravan park/stopover area.
- (b) Situated on private land approved by the Council as a caravan park;
- (c) Used by a travelling show person in the ordinary conduct of their business; i.e. at shows, regattas, public events, etc. and the storage of such on private land shall be in a tidy and orderly fashion as not to create a nuisance and to be kept at the rear of the property if possible.



Council Policy **CARAVAN POLICY**

Approved by:
Approved date:
Review date:

Council
Insert date
Insert date

- (d) Used by Council's outdoor workforce or contractors involved in construction work for the Council;
- (e) Situated at a person's principal residence or property solely for the purpose of vehicle storage.
- (f) For casual or recreational accommodation
- (g) A person must not use a caravan or temporary structure as permanent accommodation unless for the purpose of providing emergency accommodation.

8 LEGISLATION

N/A

9 RELATED DOCUMENTS

Caravan Licence Application

Caravan Licence FAQ

10 DOCUMENT ADMINISTRATION

This Instruction is a managed document and is to be reviewed every <INSERT> or as directed by the General Manager.

This document is Version X.X effective XX-XX-XXXX. The document is maintained by <INSERT DEPARTMENT>, for the Southern Midlands Council.

1. PURPOSE

The purpose of this policy is to provide policy for the management of metal detecting on Council sites.

2. OBJECTIVE

- To prevent ad-hoc metal detecting on council owned/managed sites.
- To prevent heritage (archaeological) impact arising from ad-hoc metal detecting.
- To avoid damage to assets that may arise from excavation associated with metal detecting.
- To avoid potential public danger resulting from excavation/backfill associated with metal detecting.
- To provide Council officers with a firm policy basis for enforcing the above.

3. REASON FOR POLICY

Council, as a landowner, may or may not allow metal detecting at their discretion, i.e. permission is required. This is expressly stated in MRT's *Conditions Relating to Prospecting Licences*.

This policy asserts that Council does not permit metal detecting on any Council owned or managed sites for the following reasons:

- That the removal of artifacts potentially found by metal detecting may have archaeological impact on heritage sites - i.e. ad-hoc metal detecting is not guided by an archaeological research design, artifacts are generally extracted without adequate contextual data, and if not controlled are potentially lost to Council as the property owner.
- Excavation on sites registered on the Tasmanian Heritage Register to retrieve artifacts (e.g. by metal detecting) would require the approval of the Tasmanian Heritage Council.
- Excavation arising from metal detecting can potentially impact underground assets (e.g. services).
- Failure to rehabilitate sites after excavation can cause danger to the public (e.g. trip hazards).
- Excavation can damage ground surfaces (e.g. sporting fields).

4. OPERATION OF POLICY

4.1. Requests for metal detecting on Council owned/managed sites are to be refused (unless subject to 4.6).

4.2. Any person(s) found to be metal detecting on Council owned/managed sites are to be notified that Council as the landowner does not consent.



Council Policy

METAL DETECTING ON COUNCIL SITES

Approved by:

Council

Approved date:

24th September 2025

Review date:

24th September 2035

4.3. A copy of this policy is to be provided, if requested, to any person(s) requesting or being found to be metal detecting on Council owned/managed sites.

4.4. Any items retrieved from unapproved metal detecting remain the property of Council and must be surrendered to Council.

4.5. Failure to comply with the directions of a Council officer in-line with this policy may be reported to the relevant authorities.

4.6. Requests for metal detecting may only be considered if the person(s) has an archaeological research design to the satisfaction of Council's Manager Heritage Projects, and if required approved by the Tasmanian Heritage Council.

6. DOCUMENT ADMINISTRATION

This Instruction is a managed document and is to be reviewed every ten years or as directed by the General Manager.

This document is Version 1 effective 24th September 2025 and will be reviewed in 2035. The document is maintained by the Heritage Projects Program for the Southern Midlands Council.



Agreed Process

for

**Considering the SMC Community Small Grants
Program Applications, when Funding Availability is
Less than the Number of Applications Received in
Accordance with the Guidelines**

Funding of Applications



Assisting in building the capacity and resilience of the Southern Midlands

Prepared by

Andrew Benson, Deputy General Manager

The process consists of;

1. **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 auspicing 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.

2. **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 which is available 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.

3. **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 panel 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 requires 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, 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.

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

Affectively in this model the highest collective score is determined to be the most deserving application.

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

4. **Potential Conflict of Interest** We had like to have seven people that assess and scored 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 seven scorers is summed and then divided by seven to achieve the average. If there is one conflict of interest then the totals of all six scorers is summed and then divided by six to achieve the average). Therefore with potentially seven 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, which details the scoring, so that they can gauge their level of success compared with the other applicants based purely on the identified criteria.

The Members of the Assessment Panel who declared an interest and therefore stood aside in relation the nominated application were;

- a. ##### (organisation), ##### (Assessment Panel Member);
- b. ##### (organisation), ##### (Assessment Panel Member).

These declarations and withdrawals ensured the integrity of the process.

It is noted that the Manager Community & Corporate Development, Wendy Young participates as an observer of the grants assessment process in her role as Internal Compliance Officer to verify the integrity of the whole process in her reporting to the Audit Panel.

The Committee noted that (*this is where any comments from the Assessment Panel are detailed about any individual application requiring noting for the transparency of the decision making, eg non-compliant application and the reason for the non-compliance*)

5. **Analysis and Decisions**

Following the detailed assessment of the applications in accordance with the aforementioned process, the following documents are provided,

1. Analysis of the Community Small Grants Program September 20## (A3 Spreadsheet) – to be enclosure with the Report
2. Summary of Applicants and also the Committee recommendations following the assessment (on the following page)

The two aforementioned documents detail the ranking of the assessments by the Assessment Panel in accordance with the criteria, which then allows for the dollar values

to be trickled down from the highest ranking application ie (application 1 of 14) under its 'Will Accept' value,. The observer will notice that from application 1 of ## to application ## of ## were fully funded for their 'Will Accept' value, at which stage the \$#### budget was nearly expended

The applications that scored ## out of ## (*organisation*), and ## out of ## (*organisation*) were balanced out to be equal value of \$#### each. This does not meet their 'Will Accept' value, however it will provide the opportunity to purchase some of the #### that they were hoping to fully fund through the grant. The Deputy General Manager will enquire if those amounts are workable for the Clubs.

Unfortunately the two lowest scoring applications did not attract funding as the dollar value of the grants budget had been exhausted prior to reaching them, ie (*organisation*) that scored number ## out of ## (second lowest scoring) and the (*organisation*) that scored ## out of ## (lowest scoring).

Summary and the associated assessment provides the recommended funding level to Council.

Example

Southern Midlands Community Small Grants Program 2022									
Group/Club	Auspiced 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	\$ 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			

The Facilities & Recreation Committee took the following decision.

DECISION

Moved by , seconded by

THAT

1. The application from the (organisation) was not considered in this grants assessment process (details why).
2. The assessment process as developed by the Deputy General Manager undertaken by the Assessment Panel of the Facilities and Recreation Committee, plus ### (number) Council Officers be endorsed;
3. The attached summary document (marked Southern Midlands Council Community Small Grants Program 20## – Recommend to Council) articulates the final decisions that have been calculated and endorsed based on the Southern Midlands Council Community Small Grants Program 20## assessment;
4. The financial allocations for the (####) round of the Southern Midlands Council Community Small Grants be subsequently submitted to the next Full Council meeting for ratification; and

CARRIED

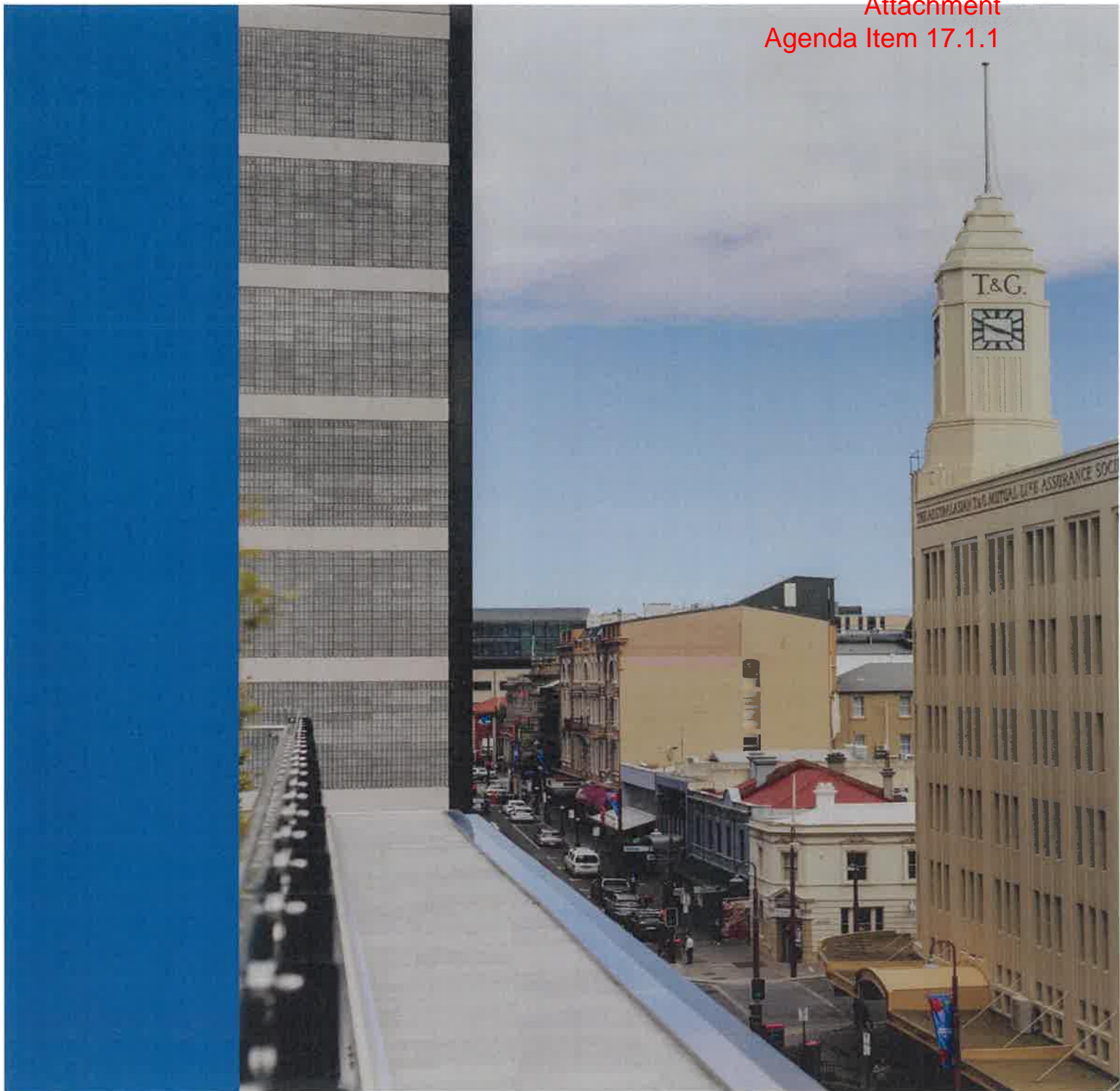
Councillor	Vote For	Vote Against

Process accountability by:

Andrew Benson
Deputy General Manager

Process audited by

Wendy Young
Manager Community & Corporate Development



Discussion paper

Reforms to Councillor Numbers and Allowances

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Executive summary

Tasmania's local government system needs reform to ensure fair representation and adequate pay for councillors while keeping costs manageable for communities. This Discussion Paper proposes changes to the number of councillors and their allowances across Tasmania's 29 councils, aiming to deliver more effective, equitable, and professional local governance. The reforms are designed to be cost-neutral overall, meaning no extra burden on ratepayers, and are open for public feedback until 10 November 2025.

Why reform is needed

- **High number of councillors:** Tasmania has one of the highest numbers of councillors per person in Australia, which can lead to inefficiencies and, in some cases, undemocratic election outcomes where candidates win with very few votes.
- **Inconsistencies in representation:** Historical reviews of numbers targeted at a small number of councils, have left councils of similar size with different numbers of councillors, creating inequitable variations.
- **Low pay for councillors:** Current allowances do not reflect the growing complexity of councillors' roles, discouraging diverse and talented candidates and indirectly limiting the time some councillors can devote to their duties.
- **Outdated system:** The current method for setting allowances, based on registered voters and operating revenue, has notable flaws - failing to account for population size or council responsibilities, and is susceptible to volatile changes from grant revenue.

What we propose

The Government proposes a new, fair, and data-driven system to set councillor numbers and allowances, using factors like population, development activity, infrastructure, urbanisation, and road networks. Key changes include:

- **Fewer councillors:** Reducing the total number of councillors from 263 to 203, with councils having 9, 7, or 5 councillors based on their size and complexity.
- **Higher allowances:** Increasing councillor allowances by 14.25% on average, funded by savings from fewer councillors.
- **A fairer framework:** Aligning councillor numbers and pay to council responsibilities, ensuring equal pay for equal work and consistency across similar councils.

- **Ongoing reviews:** Establishing regular, four-yearly reviews to keep the system up-to-date and responsive to community needs.
- **Additional support:** Exploring whether to require councils to pay the 12% superannuation equivalent allowance into councillors' super funds.

Benefits of the reforms

- **Strengthened governance:** Fewer, better-paid councillors will assist in attracting skilled and diverse candidates, improving decision-making and professionalism.
- **Fairer pay:** Higher allowances reflect councillors' growing responsibilities, supporting their commitment to communities.
- **Fair representation:** The new system ensures councils have the right number of councillors for their size and needs, reducing inconsistencies.
- **No extra cost:** Savings from fewer councillors will fund higher allowances, keeping the reforms cost-neutral for ratepayers overall.
- **Stronger democracy:** Higher election vote thresholds will enhance the legitimacy of elected councillors.
- **Future-proof system:** Regular reviews and stable metrics will keep the system fair and sustainable over time.

How the reforms will happen

It is proposed the changes will be implemented through amendments to the *Local Government Act 1993* before the October 2026 local government elections. This approach ensures timely delivery and broad support from communities, councils, and Parliament. The reforms complement other improvements, such as councillor education, stronger sanctions for poor behaviour, paid parental leave, and flexible meeting attendance, to make the being a councillor more accessible and appealing.

Your feedback matters

We want to hear from you to ensure these reforms meet community needs. Key questions include:

- Should we consider any strategies/guidance for council decision making where a quorum cannot be maintained?
- Should it be mandatory for councillors' existing superannuation equivalent payments to be directed into a nominated superannuation fund?
- Should the methodology and ongoing review framework for councillor allowances and numbers be embedded in legislation?

Please share your views by 7 November 2025:

- **Email:** lg.consultation@dpac.tas.gov.au
- **Post:** Office of Local Government, PO BOX 123, Hobart, Tasmania 7000

Your input will shape a stronger, fairer, and more effective local government system for Tasmania.

Introduction

The need for reform

The Government believes it is timely to reform councillor numbers and allowances across the local government sector. Having the 'right' number of councillors in a local government area (LGA) is critical to ensuring effective and efficient governance, representation, and service delivery. There is also a natural relationship between levels of representation and appropriate pay, reflecting the individual circumstances of a council, such as population size, geographic spread, asset value, and development activity. However, evidence suggests that Tasmania's current system is not delivering the best outcomes for the sector or the broader community, and change is needed to achieve more efficient, effective, and consistent local representation.

Current challenges

Tasmania has the highest number of local government elected officials per capita (except for the Northern Territory) and, particularly for smaller councils, some of the lowest comparable levels of remuneration. Since the *Local Government Act 1993* established the current 29-council system a small number of ad-hoc reviews of councillor numbers have led to inconsistent representation across municipalities. Similarly, councillor allowance reviews (conducted in 2000, 2004, 2008, and 2018) have been infrequent, with only minor changes since 2004 aside from annual indexation. This has resulted in allowances that do not reflect the increasing complexity of councillors' roles, community expectations, or statutory responsibilities.

Stakeholder feedback

During the Future of Local Government Review (FoLGR), the Local Government Board heard strong concerns that existing councillor allowances:

- do not encourage a diverse range of candidates to run for council
- fail to reflect the effort required, given the role's growing demands
- may deter talented councillors and limit their ability to devote sufficient time to their duties.

A 2021 Australian National University study, cited by councils, found that low remuneration in New South Wales led to dissatisfaction, with 81% of councillors

reporting their role as unrewarding¹. In Tasmania, several high-profile councillors cited low allowances as a reason for not recontesting the 2022 elections.

Balancing community needs

While higher councillor pay is widely supported, it must be balanced against community cost-of-living pressures and fiscal constraints to avoid unduly burdening Tasmanians. During FoLGR the Local Government Board noted that “...consideration should be given to how many elected representatives are needed to effectively serve the needs of a particular community, and the merits of having, for example, fewer councillors who are remunerated at a higher level versus a greater number of councillors on relatively lower allowances.” The Board recommended that, following any voluntary amalgamation program, the Tasmanian Government commission an independent review of councillor numbers and allowances to support a structural reset of the sector².

Government response

In its [Response to the Future of Local Government Review](#), the Government supported this recommendation in principle and committed to:

- Review allowances using the existing methodology for inclusion in the remade *Local Government (General) Regulations* by June 2025.
- Conduct a comprehensive review of councillor numbers and allowances after the October 2026 elections.

However, to ensure reforms support high-quality candidates for the 2026 elections and address strong sectoral advocacy for fairer pay, the Government is now proposing to bring forward its comprehensive review. This decision is driven by:

- the need to attract and retain high-quality candidates for the 2026 elections and beyond
- the current allowance methodology’s failure to deliver meaningful change for most councils
- the progression of the voluntary amalgamation program not precluding a review before the end of 2026
- strong sectoral advocacy for fairer remuneration in the immediate term.

¹ Local Government NSW 2022. Submission to the Local Government Remuneration Tribunal. February 2022. (www.lgnsw.org.au/common/Uploaded%20files/Submissions/2022/Submission-to-the-Local-Government-Remuneration-Tribunal_Feb2022.pdf).

² See Recommendation 34 of the [Future of Local Government Review Final Report](#).

Supporting broader reforms

Through the [Local Government Priority Reform Agenda 2024-26](#), the Government is already making the councillor role more appealing and accessible by:

- introducing compulsory councillor education
- allowing remote meeting attendance in certain circumstances
- providing parental leave for councillors
- increasing the superannuation equivalent component of allowances by 3%, to 12%
- delivering stronger sanctions for serious councillor misconduct.

The proposed reforms to councillor numbers and allowances complement these changes, aiming to deliver better outcomes for councils and communities starting in late 2026.

Reform proposal summary

This Discussion Paper presents a fair and structured approach to setting councillor numbers and allowances in Tasmania's local government, and we seek your feedback to shape it. The proposal is detailed further in the sections below.

If taken forward, the proposed approach presented would see a reduction in elected members across Tasmania's 29 councils and a fair increase in allowances for all elected members compared to their current remuneration, at no net cost to the Tasmanian community.

The proposal simplifies and aligns councillor numbers and pay based on clear, common factors, delivering consistency and fairness across councils.

In simple terms, the proposal would:

- Assign councils to one of three categories (9, 7, or 5 councillors) using a scoring system based on factors like population, infrastructure, development activity, and geographic size.
- Utilise six allowance categories, with pay levels set using the same scoring system to create fair 'bands' within each councillor category.
- Ensure consistent representation for similar councils, reducing the total number of councillors by 60 to 203 statewide.
- Use savings from fewer councillors to fund a cost-neutral 14.25% increase to all allowance bands (this increase being considered appropriate in the context of fewer councillors, and in recognition of the growing complexity and importance of the role of councillors).

- Create a sustainable model for regular reviews of councillor numbers and allowances every four years.
- Implement the new framework through amendments to the *Local Government Act 1993*, streamlining the process without needing separate reviews.

Key consultation issues

While the Government is seeking feedback on all aspects of the reform proposal, several issues relating to the operation of a new numbers and allowances framework have been identified where specific input is particularly welcomed.

Quorum management

Question – Should the Government consider any strategies/guidance for council decision making where a quorum cannot be maintained?

For councils with five councillors, maintaining quorums may occasionally be challenging if multiple councillors are absent, but proposed reforms like flexible meeting attendance aim to ensure effective decision-making.

While there have been no observable issues in five or six councillor councils in other jurisdictions, a quorum may still be impacted in rare instances where there are a number of absences and/or conflicts of interest which preclude voting on a matter.

It is noted the Government's broader reform agenda seeks to make council attendance more flexible and accessible, which should limit or reduce absences.

However, it is also noted that section 67 of the Victorian *Local Government Act 2020* allows councils to make decisions in an 'alternative manner' where a quorum cannot be maintained due to a number of councillors having a conflict of interest in a matter. This includes:

- resolving to split the matter into 2 or more separate parts, so that a quorum can be maintained for each separate part
- making prior decisions on component parts of the matter at a meeting for which a quorum can be maintained, before deciding the overall matter at a meeting for which a quorum can be maintained.

Feedback is sought on whether a similar provision should be included in Tasmania's *Local Government Act*, where the broader numbers and allowances reform proposal proceeds.

Superannuation

Question – Should the *Local Government Act 1993* be amended to require councils to pay a 12% superannuation equivalent payment from allowances into a councillor's nominated superannuation fund?

Councillors are not regarded as employees for taxation and superannuation purposes. This means councils are not obliged to pay superannuation contributions on behalf of councillors. It is currently an option open to councillors (or indeed councils by resolution) to self-manage any voluntary contributions, should they wish to.

Since 2004, Tasmanian councillors have received a 9% superannuation equivalent payment as part of their allowances (increased to 12% from June 2025). However, there is no requirement for this amount to be paid into a superannuation fund (even though councillors can make voluntary contributions).

This has led to a general misunderstanding that councillors do not receive any allowances in lieu of super, which would be mitigated by the requirement for the equivalent amount to be paid into a fund.

Setting the foundation for future reviews

Question – Should the methodology and ongoing review framework for councillor allowances and numbers be embedded in legislation to provide certainty and transparency to the sector and community?

There are deficiencies with the current processes for reviewing councillor numbers and allowances - including a lack of structure and transparency around the scope, timing and conduct of regular reviews.

The framework proposed in this paper provides the opportunity to provide certainty around future reviews and transparency into how they are to occur.

The Government is considering changes to the Act to include the methodology and establish a mandatory schedule for regular reviews (for example, once every term of council). This would see the re-application of the methodology to councils on a regular basis, ensuring council numbers and allowances remain fair and equitable on an absolute and relative basis over time in response to demographic and other changes.

Submissions are open for eight weeks until 10 November 2025, and can be made:

- by email to lq.consultation@dpac.tas.gov.au

- in writing to the Office of Local Government, PO BOX 123, Hobart Tasmania 7000.

Detailed exploration: the case for a new framework

Overrepresentation on a national scale, and democratic impacts

Tasmania has the second highest proportion (after the Northern Territory) of councillors per head of population in Australia. Tasmania's small, dispersed population contributes to this, but aligning representation with other jurisdictions can enhance fairness and efficiency.

Figure 1 - Average population per councillor – jurisdictional comparison

Jurisdiction	Number of councils	Number of councillors ³	Population (ABS 2021)	Population per councillor
NSW	128	1259	8,072,163	6412
Vic	79	618	6,503,491	10523
QLD	77	600*	5,156,138	8594
WA	139	1200*	2,660,026	2217
SA	68	630	1,781,516	2828
Tas	29	263	557,571	2120
NT	17	159	232,605	1463

While local democratic representation is undoubtedly important, there are democratic and financial impacts associated with overrepresentation. Existing levels of representation in Tasmania, particularly in instances of recounts, can lead to undemocratic outcomes, where candidates can be elected with very few primary votes.

[Appendix B, figure 4](#) shows the deidentified results of all 27 recounts undertaken since 2022 – including the total number of ballots submitted and the number and percentage of first preference votes achieved in the 2022 local government elections. Of the recounts since the 2022 elections there was one candidate being elected to a small council on 17 first preference votes and another in a large urban council who received 0.89% of the total first preference votes in that municipality. This calls into question the democratic mandate and legitimacy of some elected members and suggests benefits of reforming councillor numbers is needed to 'lift the bar' for election to office.

³ QLD and WA figures are approximations from respective electoral commission/OLG websites.

Representational inconsistencies caused by historic, ad-hoc numbers reviews

Since the establishment of Tasmania's current system of 29 councils in 1993 there have been several reviews of levels of representation in local government. These have occurred infrequently, have not captured the entire sector, and delivered piecemeal change.

The last of these were a series of councillor number reviews undertaken by the Local Government Board in the early 2010s. These reviews were opt-in and saw a small number (9) of participating councils reduce their number of elected representatives by between 1 and 3. This has created a legacy of inconsistencies in representation, where councils of broadly equivalent size, scale and complexity now have substantially different councillor numbers. For example, Devonport City Council reduced its numbers from 12 to 9 in 2013, having the same number of councillors as King Island despite the obvious discrepancies between their respective populations (26,989 vs 1,662).

Having a consistent framework for establishing an appropriate representational range which is applied to all councils will help, in the first instance, reset these inconsistencies, while in the future create an enduring, equitable and robust model for the democratic representation of Tasmanian communities.

Below shows the councils which reduced their numbers in 2012 and 2013, and by how many:

Central Coast – 12 to 9	Kingborough – 12 to 10
Devonport – 12 to 9	Southern Midlands – 9 to 7
Derwent Valley – 9 to 8	Tasman – 9 to 7
Glamorgan-Spring Bay – 9 to 8	Waratah-Wynyard – 10 to 8
Glenorchy City – 12 to 10	

Because of these historical reductions, under the proposed reforms the councils above see only minor representational adjustments, such that they achieve reasonable alignment with comparable councils. These councils will see lower proportional savings following an increase in allowances. However, it is recognised that these councils have incurred community savings over time from their reduced number of councillors since 2012 and 2013.

An outdated councillor allowances framework contributes to unfair pay

Reviews of councillor allowances have occurred relatively infrequently over the past 25 years (2000, 2004, 2008 and 2018), and since the introduction of the existing framework for determining councillor allowances in 2004, there have been only minor changes (annual indexation) to the allowances paid to councillors.

Councils are currently allocated to allowance categories based on a formula of **total voters multiplied by operating revenue divided by 1 million** to derive a score. It is recognised that there are a number of weaknesses with this framework, namely:

- Total voters as a metric does not reflect that councillors represent the interests and make decisions impacting all residents of their municipality. Therefore, the use of total population is considered a better indicator of representational need.
- Operating revenue is impacted by financial assistance and other capital grants paid to councils and is subject to notable year-on-year fluctuations. The five-year average value of approved development applications and written down value of infrastructure assets are more stable indicators of the complexity of a council's role.
- While not applied annually, the framework uses only data for a given financial year, therefore is vulnerable to sizeable fluctuations in operating revenue.
- The formula does not recognise the relationship between levels of representation and pay as indicators of the complexity and workload required on individual councils.

Detailed methodology: a new framework for determining numbers and allowances

The Office of Local Government has developed a proposed formula to determine appropriate councillor numbers and allowances based on key demographic, financial and geographic metrics and broad alignment with levels of representation in other jurisdictions.

Based on their score against the metrics, councils are allocated to one of three categories, with either nine, seven or five elected representatives.

Importantly, the formula recognises not all factors contribute equally to representational need. It adopts a three-tiered approach, recognising population as the primary determinant of representational need, followed by complexity of role, and geographic factors.

The three tiers – and the metrics and benchmarks that determine a council's score under each – are explained below.

Tier	Metric	Source	Rationale
1 (scores 1 – 5)	Metric 1.1 – population size	Australian Bureau of Statistics	Population is the primary factor for determining communities' representational needs. While electors influence the outcomes of elections, councillors are responsible for representing the entire population of their LGAs, justifying population (rather than simply voting age population) as the appropriate metric.
2 (scores 1 – 3)	Metric 2.1 – total value of approved development applications (5-year average)	Councils Consolidated Data Collection	The value of development applications approved by a council acts a proxy measure for the complexity of a councillor's role by indicating workload, technical demands, community engagement needs, and strategic oversight required. This figure has been used over the total number of development applications received as the dollar value better reflects complexity, as

Tier	Metric	Source	Rationale
			opposed to workload (e.g. it is a more complex task assessing a smaller number of higher value applications than a higher number of straightforward applications, many of which may in fact be delegated).
	Metric 2.2 – total written down value of infrastructure assets	Councils Consolidated Data Collection	As with development applications, higher infrastructure values signal greater complexity in the role of councillor, indicating a larger asset base to maintain, fund, and plan for. This figure includes property, plant and equipment, roads and bridges, and stormwater infrastructure.
3 (scores 0.5 – 1.5)	Metric 3.1 – urbanisation (based on the Australian Classification of Local Governments)	Australian Classification of Local Governments	Captures the blend of population, density, and geographic factors, while ensuring alignment with the ACLG's focus on population, density, and urban/rural character. By integrating these inputs, the model ensures comparability with other Australian jurisdictions while addressing Tasmania's unique geography and small population.
	Metric 3.2 – kilometre of sealed roads (urban and rural)	Councils Consolidated Data Collection	Provides as an indication of the geographic dispersion of communities within an LGA, contributing to a need for representational 'spread'. Length of sealed roads is used as an indicator for population distribution as opposed to simple land area size, which in some geographically large councils can (and in many cases does) include national park, uninhabited and/or un-serviced land.

Tier	Metric	Source	Rationale
			Sealed roads are used to indicate that populations are predominately clustered along sealed roads. From a complexity perspective, the asset values metric (2.2) includes the value of both sealed and non-sealed roads.

Ensuring no adverse representational outcomes

It is considered that the number categories capture the appropriate number of elected representatives commensurate to the scale and complexity of their required role and functions. Importantly, these categories ensure Tasmanian councils are broadly aligned with other jurisdictions on a councillor head of population basis and generally consistent with national levels of local representation.

Further, the three categories with odd numbers ensure that there is no risk of tied voting outcomes. This concern has been expressed by the sector, and nationally is considered by the Victorian Electoral Commission in the conduct of their local government representation reviews. All other jurisdictions (except Victoria) have councils with an even number of councillors, however this is generally a minority of councils. For example, only 24 of NSW's 127 councils have an even number of councillors, ranging from eight to twelve.

Nine councillors is a common level of representation for medium sized urban councils like Hobart, Launceston, Clarence, Glenorchy and Kingborough. Almost half of NSW's councils have 9 councillors – 11 of these with populations over 50,000 – including large metropolitan councils such as Camden with 135,000 people and Canada Bay with 91,385 people⁴.

It is also acknowledged there may be concerns around councils with five councillors having a low quorum threshold. The Government is currently delivering reforms to support flexible meeting attendance (the ability to meet remotely) in prescribed circumstances. This should support an overall uplift in attendance at meetings.

Further, the Government has examined whether there are any notable representational issues in five councillor councils in Victoria (there are six – with details of these councils and their population and geographic size in Appendix B, figure 3). Consultation with Victoria has indicated no notable or reported issues with

⁴ NSW OLG – comparative council information (<https://olg.nsw.gov.au/public/about-councils/comparative-council-information/your-council-report/>)

the level of representation in these councils – in terms of governance, representation or otherwise. While under the Victorian *Local Government Act 2020*, the Minister for Local Government may appoint municipal monitors to councils experiencing governance issues to report back to observe, provide advice and report back to the Minister on governance issues. No monitors have been appointed to any five councillor councils.

Aligning numbers with allowances

While historically councils have been allocated to allowance categories based on a formula of **total voters multiplied by operating revenue divided by 1 million** to derive a score, the use of this formula is not required under statute.

Instead, it is proposed that allowance categories be determined based on the same score which determines numbers – creating a robust, cohesive and consistent formula for numbers and allowances. This will better deliver an important driver for the reform: equal pay for equal work.

This approach also recognises and resolves the following weaknesses with the existing data inputs:

- Total voters as a metric does not reflect that councillors represent the views of all residents of their municipality, therefore the use of total population is considered a better indicator of representational need.
- Operating revenue is impacted by financial assistance and other capital grants paid to councils, and is subject to notable year-on-year fluctuations. The five-year average value of approved development applications and written down value of infrastructure assets are more stable indicators of the complexity of a council's role.

To ensure a smooth transition and maintain fairness, the proposal utilises six allowance categories, aligning them as 'bands' within the new councillor number categories. This approach links allowances to council responsibilities, encouraging sustainable growth in metrics like population and infrastructure, which reflect community strength and development.

In addition to this:

- Councillor allowances in each band will increase by 14.25%, funded by savings from reducing councillor numbers, to better recognise the growing complexity of elected representative roles. The reform would be implemented immediately after the October 2026 elections.
- To support small rural councils facing a reduction from nine to five councillors under the new formula, the proposal eliminates the smallest current allowance

category (category 7) and moves these councils to the next category (category 6). This ensures councillors receive a fairer, higher allowance that better reflects their increased scale of responsibilities, while savings from fewer councillors deliver value to communities.

The detailed scoring formula and rubric for determining numbers and allowances is as follows.

Scoring formula

Tier	Metric	Scoring Benchmark (low to high)				
1	Population size	<15000	15,000–25,000	25,000–35,000	35,000–55,000	55,000+
		1 point	2 points	3 points	4 points	5 points
2	5-year average value of approved development applications (\$'000'000)	<50	50-100	100+		
		1 point	2 points	3 points		
	Written down value of infrastructure assets (\$'000'000)	<150	150-399	400+		
		1 point	2 points	3 points		
3	Urbanisation (Simplified ACLG)	Rural Small	Rural Large	Urban		
		0.5 points	1 point	1.5 points		
	Km of sealed road (Urban and Rural)	<100km	100–249km	>250km		
		0.5 points	1 point	1.5 points		

Scoring rubric

New Category	Councillor numbers	Score	Allowance band	Allowance (\$) ⁵	Score
1	9	12+	1.1	51366	14+
			1.2	41585	12– 13.5
2	7	5 – 12	2.1	31491	10 – 11.5
			2.2	21404	7.5 – 9.5
			2.3	17888	5 – 7
3	5	<5	3.1	15064	<5

Importantly the allowance for each band does not materially change from the existing allowance categories, (just the formula for determining council's allocation) and is aligned as follows:

Proposed allowance band	Equivalent current allowance category (in the General Regulations)	Allowance (\$) (reflecting the 14.25% increase)
1.1	1	51366
1.2	2	41585
2.1	3	31491
2.2	4	21404
2.3	5	17888
3.1	6	15064

⁵ Please note that allowances are adjusted by an inflationary factor on 1 November each year, and the calculations in this paper will be subject to that minor adjustment.

Summary of changes to allowance and numbers

Below shows the proposed councillor numbers and allowances based on the formula. This approach would see a net reduction in councillors across the sector by 60, from 263 to 203. **(Appendix A contains detailed scoring):**

Numbers category	Allowance band	Council	Score	Current number of crs	New number of crs	Cr change	New cr allowance rate (\$)
1	1.1	Clarence	14.0	12	9	-3	51,366
		Hobart	14.0	12	9	-3	51,366
		Launceston	14.0	12	9	-3	51,366
	1.2	Glenorchy	13.0	10	9	-1	41,585
		Kingborough	13.0	10	9	-1	41,585
2	2.1	Burnie	10.0	9	7	-2	31,491
		Central Coast	10.0	9	7	-2	31,491
		Devonport	10.0	9	7	-2	31,491
		West Tamar	10.0	9	7	-2	31,491
	2.2	Northern Midlands	9.5	9	7	-2	21,404
		Sorell	9.0	9	7	-2	21,404
		Circular Head	8.5	9	7	-2	21,404
		Meander Valley	8.5	9	7	-2	21,404
		Huon Valley	8.0	9	7	-2	21,404
		Brighton	7.5	9	7	-2	21,404
		Waratah-Wynyard	7.5	8	7	-1	21,404
	2.3	Break O'Day	7.0	9	7	-2	17,888
		Derwent Valley	7.0	8	7	-1	17,888

Numbers category	Allowance band	Council	Score	Current number of crs	New number of crs	Cr change	New cr allowance rate (\$)
		Latrobe	7.0	9	7	-2	17,888
		Dorset	6.5	9	7	-2	17,888
		Kentish	6.5	9	7	-2	17,888
		Glamorgan-Spring Bay	5.5	8	7	-1	17,888
		George Town	5.0	9	7	-2	17,888
		Southern Midlands	5.0	7	7	0	17,888
3	3.1	Central Highlands	4.5	9	5	-4	15,064
		West Coast	4.5	9	5	-4	15,064
		Flinders	4.0	7	5	-2	15,064
		King Island	4.0	9	5	-4	15,064
		Tasman	4.0	7	5	-2	15,064

As noted previously, a flat **14.25%** increase to all allowance categories delivers a true cost-neutral increase, with only seven councils bearing costs due to allowance band progression or historical reductions necessitating a smaller proportional reduction of councillors. Individual costs and savings are as follows:

Council ⁶	Costs/savings (\$)	Cr allowance increase (including any category)
Clarence	-50671	41.12%
Hobart	77217	14.25%
Launceston	77217	14.25%
Glenorchy	-10282	14.25%
Kingborough	-10282	14.25%
Burnie	27632	14.25%
Central Coast	27632	14.25%
Devonport	27632	14.25%

⁶ Councils highlighted in green move up a band, receiving the 14.25% base councillor increase as well as new allowance band costs for councillors, Mayor and Deputy Mayor allowances.

Council ⁶	Costs/savings (\$)	Cr allowance increase (including any category)
West Tamar	27632	14.25%
Brighton	18781	14.25%
Circular Head	-19407	36.69%
Huon Valley	18781	14.25%
Meander Valley	18781	14.25%
Northern Midlands	18781	14.25%
Sorell	18781	14.25%
Waratah-Wynyard	47	14.25%
Break O'Day	15696	14.25%
Derwent Valley	39	14.25%
Dorset	15696	14.25%
George Town	15696	14.25%
Glamorgan-Spring Bay	-27792	35.67%
Kentish	-14607	35.67%
Latrobe	15696	14.25%
Southern Midlands	-40977	35.67%
Central Highlands	27578	30.57%
Flinders	4504	30.57%
King Island	27578	30.57%
Tasman	4504	30.57%
West Coast	43346	14.25%
Total savings	355226	

Ongoing sustainability of the framework

It is important the framework is robust and provides a fair and objective assessment of the complexity of a councillor's role at any given time without susceptibility to year-to-year volatility swings caused by short-term data anomalies or outliers.

The data metrics and scoring thresholds have been developed with this in mind, so that councils do not experience huge movements or fluctuations in their scoring (and therefore councillor numbers and allowances) due to outlying results.

Population, value of infrastructure assets, and length of sealed roads are indicators of financial health and sustainability of an LGA, which are expected for most councils to grow at a sustainable pace over time. This ensures councils can move between numbers categories and allowance bands over time where there is demonstrated growth and development within their municipality.

The value of development applications is susceptible to sizeable fluctuations, however the impacts of this are mitigated both by the highest score (3) being capped at \$100 million, and by using a five-year average figure. For example, the Robbins

Island wind farm development means Circular Head Council's value of approved DAs for the 2022-23 financial year was at \$1.3 billion, with a five-year average of \$355 million. The points allocated to Circular Head under the model are capped at 3, mitigating any adverse distortion to the scoring framework (including regression when this figure drops off the five-year period).

Similarly, the use of urbanisation as a metric stabilises councils on the lower end of the scoring spectrum from unnecessarily fluctuating between five and seven councillors. For example, an urban large council which achieves the lowest score will always have seven councillors – reflecting this is an appropriate base level of representation for a council of this nature.

The framework has been rigorously tested against population trends and economic scenarios, ensuring councils maintain stable representation and fair allowances over time, supporting sustainable community governance.

Implementing the framework

Minor legislative amendments will be required to Schedule 3 of the *Local Government Act 1993* and Schedule 4 of the *Local Government (General) Regulations 2025* to implement changes to councillor numbers and allowances resulting from this framework.

Under the Local Government Act, the Minister is permitted to recommend the Governor make changes to councillor numbers by Order in response to a report from the Local Government Board. Similarly, historical reviews of councillor allowances have been undertaken by a Board of Inquiry, with recommendations provided to the Minister for actioning at their discretion.

However, it is intended the implementation of the framework – including those to allowances and numbers – will be delivered by an amendment Bill. The key reasons for this approach are:

- it will ensure shared buy-in and support for the framework is received across the local government sector, communities and Parliament
- the reform has desired outcomes and objectives from its inception (including implementation of the detailed methodology), which can be better retained through a Government led, targeted review
- the review is unencumbered by the costly and time-consuming statutory burdens faced by a Local Government Board. This ensures the review can be delivered before the 2026 local government elections

- the review contemplates other statutory reforms, including quorum management and superannuation provisions, which would need to be delivered through primary legislation anyways.

A few councils, due to prior voluntary reductions or allowance band adjustments, may face small cost increases under the new framework. These costs are minimal and can be flexibly managed by councils under existing legislation, ensuring fairer allowances while maintaining value for communities. This may include voluntarily determining not to implement this increase immediately or otherwise stagger the transition to these allowance rates.

Setting the foundation for future allowance reviews

Following implementation of these reforms, it will be important that councillor numbers and allowances are subject to regular review into the future, to ensure communities are both adequately represented, and that councillors continue to be fairly and equitably remunerated.

Deficiencies with the current processes for reviewing councillor numbers and allowances – including a lack of clear structure and transparency around the scope, timing and conduct of regular reviews – has led to inconsistent and inequitable outcomes across the sector.

The framework proposed in this paper provides the opportunity to provide increased certainty around future reviews and improved transparency into how they are to occur

The Government is considering legislative changes to establish a mandatory schedule for regular reviews (for example, once every term of council). The technical details of these provisions would need to be further developed, but the Government is keen in the first instance to test with the sector and the community, support for the concept of legislating for routine, regular allowances and number reviews conducted in accordance with the methodology outlined in this paper.

We believe this proposal has merit, as it would see the re-application of the methodology to councils on a regular basis, ensuring council numbers and allowances remain fair and equitable on an absolute and relative basis over time, in response to demographic and other changes.

Appendix A – Detailed scoring

Council	Population (2025-26 projections)		Council type - simplified ACLG		Sealed Roads - urban and rural (km)		5 year (19-20 to 23-24) average value of approved DAs \$'000		Written down value of infrastructure assets \$'000 (2023-24)		Total Score
Clarence	65,014	5	Urban	1.5	465	1.5	\$277,518	3	\$623,212	3	14.0
Hobart	56,967	5	Urban	1.5	299	1.5	\$343,265	3	\$897,259	3	14.0
Launceston	72,701	5	Urban	1.5	543	1.5	\$293,907	3	\$1,394,520	3	14.0
Glenorchy	51,803	4	Urban	1.5	303	1.5	\$203,151	3	\$633,044	3	13.0
Kingborough	42,687	4	Urban	1.5	294	1.5	\$169,583	3	\$590,758	3	13.0
Burnie	20,774	2	Urban	1.5	309	1.5	\$76,003	2	\$412,045	3	10.0
Central Coast	23,490	2	Urban	1.5	560	1.5	\$74,595	2	\$481,724	3	10.0
Devonport	27,108	3	Urban	1.5	250	1.5	\$76,643	2	\$274,691	2	10.0
West Tamar	26,652	3	Urban	1.5	324	1.5	\$78,557	2	\$295,030	2	10.0
Northern Midlands	14,360	1	Rural Large	1.0	577	1.5	\$107,694	3	\$416,334	3	9.5
Sorell	18,474	2	Rural Large	1.0	217	1.0	\$116,845	3	\$305,566	2	9.0
Circular Head	8,313	1	Rural Large	1.0	303	1.5	\$355,170	3	\$217,497	2	8.5

Council	Population (2025-26 projections)		Council type - simplified ACLG		Sealed Roads - urban and rural (km)		5 year (19-20 to 23-24) average value of approved DAs \$'000		Written down value of infrastructure assets \$'000 (2023-24)		Total Score
Meander Valley	21,680	2	Rural Large	1.0	561	1.5	\$83,778	2	\$231,255	2	8.5
Huon Valley	19,991	2	Rural Large	1.0	196	1.0	\$72,069	2	\$253,887	2	8.0
Brighton	20,774	2	Urban	1.5	163	1.0	\$90,510	2	\$135,646	1	7.5
Waratah-Wynyard	14,694	1	Rural Large	1.0	295	1.5	\$50,232	2	\$223,538	2	7.5
Break O'Day	7,143	1	Rural Large	1.0	230	1.0	\$55,821	2	\$189,924	2	7.0
Derwent Valley	11,467	1	Rural Large	1.0	123	1.0	\$94,102	2	\$153,505	2	7.0
Latrobe	13,654	1	Rural Large	1.0	242	1.0	\$73,029	2	\$332,847	2	7.0
Dorset	6,933	1	Rural Large	1.0	252	1.5	\$20,725	1	\$187,136	2	6.5
Kentish	6,965	1	Rural Large	1.0	262	1.5	\$27,836	1	\$270,974	2	6.5
Glamorgan-Spring Bay	5,351	1	Rural Small	0.5	179	1.0	\$59,193	2	\$120,193	1	5.5
George Town	7,306	1	Rural Large	1.0	198	1.0	\$28,002	1	\$144,012	1	5.0

Council	Population (2025-26 projections)		Council type - simplified ACLG		Sealed Roads - urban and rural (km)		5 year (19-20 to 23-24) average value of approved DAs \$'000		Written down value of infrastructure assets \$'000 (2023-24)		Total Score
Southern Midlands	7,014	1	Rural Large	1.0	217	1.0	\$31,358	1	\$139,117	1	5.0
Central Highlands	2,604	1	Rural Small	0.5	135	1.0	\$22,791	1	\$92,270	1	4.5
West Coast	4,296	1	Rural Small	0.5	124	1.0	\$26,910	1	\$88,229	1	4.5
Flinders	928	1	Rural Small	0.5	97	0.5	\$7,640	1	\$75,282	1	4.0
King Island	1,654	1	Rural Small	0.5	92	0.5	\$21,917	1	\$77,869	1	4.0
Tasman	2,720	1	Rural Small	0.5	80	0.5	\$17,564	1	\$63,367	1	4.0

Appendix B – Comparative representation and allowance data

Figure 1 - Average population per councillor – jurisdictional comparison

Jurisdiction	Number of councils	Number of councillors ⁷	Population (ABS 2021)	Population per councillor
NSW	128	1259	8,072,163	6412
Vic	79	618	6,503,491	10523
QLD	77	600*	5,156,138	8594
WA	139	1200*	2,660,026	2217
SA	68	630	1,781,516	2828
Tas	29	263	557,571	2120
NT	17	159	232,605	1463
Tas (proposed)	29	203	557,571	2694

- The proposed changes to numbers would see Tasmania have the third lowest proportion of people per councillor (above Northern Territory and Western Australia). We would have representational parity with South Australia.
- Importantly, this demonstrates there would be no adverse dilution of local representation compared to other jurisdictions.

⁷ QLD and WA figures are approximations from respective electoral commission/OLG websites.

Figure 2 – changes to population per councillor (PPC) figures between 2013 – 2027 (factoring in changes to numbers)

	2013-14 (ABS)		2020-2021 (ABS)		2026-27 (Treasury projections - medium)	
Council	Population	PPC	Population	PPC	Population	PPC (proposed model)
Break O'Day	6312	701	6936	771	7179	1026
Brighton	16221	1802	19263	2140	21051	3007
Burnie	19565	2174	20441	2271	20500	2563
Central Coast	21989	2443	23278	2586	23537	2942
Central Highlands	2239	249	2580	287	2610	522
Circular Head	8204	912	8335	926	8304	1186
Clarence	54219	4518	62396	5200	65521	7280
Derwent Valley	10013	1252	11114	1389	11530	1647
Devonport	25295	2811	26922	2991	27164	3396
Dorset	6920	769	6991	777	6915	988
Flinders	871	124	938	134	927	185
George Town	6854	762	7213	801	7320	1046
Glamorgan-Spring Bay	4430	554	5118	640	5394	771
Glenorchy	46044	4604	51233	5123	52024	5780
Hobart	51232	4269	56084	4674	57238	6360
Huon Valley	16243	1805	18809	2090	20192	2885
Kentish	6317	702	6778	753	7008	1001
King Island	1611	179	1654	184	1649	330
Kingborough	35723	3572	40815	4082	43140	4793
Latrobe	10569	1174	12705	1412	13841	1977
Launceston	66576	5548	71906	5992	72940	8104
Meander Valley	19519	2169	21153	2350	21771	3110
Northern Midlands	12819	1424	14030	1559	14422	2060
Sorell	13981	1553	16975	1886	18740	2677
Southern Midlands	6139	877	6838	977	7049	1007
Tasman	2389	341	2643	378	2732	546
Waratah-Wynyard	14014	1752	14641	1830	14702	2100
West Coast	4392	488	4373	486	4285	857
West Tamar	22921	2547	25747	2861	26842	3355

Figure 3 – Jurisdictional administrative and democratic comparison of 5-councillor LGAs

- Victoria is the only Australian Jurisdiction with five-councillor councils (although all others have six-councillor councils).
- These Victorian councils are rural, cover significantly broader areas on average (except Borough of Queenscliffe) and all have higher populations than Tasman, Central Highlands, King Island and Flinders councils.

Jurisdiction	5-councillor councils	Population (ABS 2021)	Area size (km ²)
Victoria	Mansfield Shire Council	10,178	3843.9
	Loddon Shire Council	7,759	6696.4
	Pyrenees Shire Council	7,671	3434.6
	Towong Shire Council	6,223	6675.2
	West Wimmera Shire Council	4,006	9108.7
	Borough of Queenscliffe Council	3,276	8.6
Tasmania	West Coast	4,373	9583.5
	Tasman Council	2,643	660.4
	Central Highlands Council	2,580	7982.4
	King Island	1,654	1095.7
	Flinders Council	938	1996.6

Figure 4 – Democratic outcomes with current councillor numbers - results of 30 recounts undertaken since 2022 (and first preference votes received by successful candidate in 2022) (DEIDENTIFIED)

First preference votes received in 2022	Total formal votes received by council in 2022 election	First preference vote % received in 2022
608	11,867	5.12%
44	2,012	2.19%
209	6,414	3.26%
208	4,590	4.53%
56		1.22%
93		2.03%
105		2.29%
157		3.42%
17	702	2.42%
128	3,784	3.38%
112		2.96%
227	25,506	0.89%
803		3.15%
687		2.69%
428	30,708	1.39%
486		1.58%
179	11,386	1.57%
285		2.50%
648		5.69%
158	12,793	1.24%
310		2.42%
634		4.96%
458		3.58%
124	10,231	1.21%

First preference votes received in 2022	Total formal votes received by council in 2022 election	First preference vote % received in 2022
351	4,033	8.70%
103	2,188	4.71%
65		2.97%
406	15,530	2.61%
624	37,578	1.66%
503		1.34%

Figure 5 – Jurisdictional councillor allowance rates (and categories for determining allowances)

	Victoria	Councillor allowance
Category	1	61,153
	2	40,769
	3	34,028
	4	27,291

	Queensland	Councillor allowance
Category	F2	166,653
	E2	153,141
	D3	135,123
	D2	117,109
	C3	100,052
	C2	99,090
	C1	78,814
	B3	77,876
	B2	77,688
	B1	60,270
	A3	60,270
	A2	59,695
	A1	59,695

	Western Australia	Councillor allowance (maximum payable)
Category	1	34,278
	2	25,137
	3	17,711
	4	10,286
	regional councils	11,430

	South Australia	Councillor allowance
Category	1A	25,838
	1B	22,828
	2	19,110
	3	15,381
	4	10,955
	5	7,192

	New South Wales	Councillor allowance (maximum payable)
Category	Principal CBD	45,070
	Major CBD	37,960
	Metropolitan Major	35,890
	Metropolitan Large	33,810
	Metropolitan Medium	28,690
	Metropolitan Small	22,540
	Major Regional City	35,620
	Major Strategic Area	35,620
	Regional Strategic Area	33,810
	Regional Centre	27,050
	Regional Rural	22,540
	Rural Large	18,340
	Rural	13,520



Grant deed

Grant program: Vulnerable Road User Program 2025

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

and

Southern Midlands Council
(Recipient)

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

REFERENCE AND CONTACT DETAILS

Department: Department of State Growth
Contact officer: Serena Gore
Telephone: (03) 6166 3467
Email: VRUP@stategrowth.tas.gov.au

Doc Ref: VRUP-2025-18 – Southern Midlands Council- \$34,430 - September 2025

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Grant deed

Details and recitals

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of State Growth)
Short form name	Grantor
Notice details	C/- Department of State Growth, GPO Box 536 Hobart TAS 7001 Email: VRUP@stategrowth.tas.gov.au Attention: Christian Goninon

Name	Southern Midlands Council
ACN/ARBN/ABN	68 653 459 589
Short form name	Recipient
Notice details	71 High St Oatlands TAS 7120 Telephone: (03) 6254 5000 Email: abenson@southernmidlands.tas.gov.au Attention: Andrew Benson

Recitals:

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

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To assist the Recipient with the infrastructure treatments at School Road in accordance with its Application and Finalised Designs submitted under the Vulnerable Road User Program 2025.	
Item 2 (clause 2.1):	Grant Amount
\$34,430 (thirty-four thousand, four hundred and thirty dollars), GST exclusive, is payable in accordance with Item 3.	
Item 3 (clause 3.1):	Payment method for the Grant
<p>The Grant is payable in instalments, as follows:</p> <p>Instalment 1: \$17,215</p> <p>Instalment 2: \$17,215</p> <p>Payment of each Grant instalment is subject to the Recipient satisfying all applicable Conditions precedent set out in Item 4.</p>	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
<p>With respect to:</p> <p>Instalment 1:</p> <ul style="list-style-type: none">a) execution of this Deed; andb) Grantor's approval of Finalised Designs. <p>Instalment 2:</p> <ul style="list-style-type: none">a) Grantor's approval of the Final Report and Financial Acquittal. Recipient to submit Final Report and Financial Acquittal no later than twenty (20) Business days after the Date for completion of the Approved Purpose. <p>Once each Condition precedent has been met to the satisfaction of the Grantor, payment of the related Instalment will be made on receipt of a valid invoice from the Recipient.</p>	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date of the Grantor's approval of the Finalised Designs.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
31 December 2026.	
Item 7 (clause 7.2):	Reporting requirements
In addition to the reporting requirements outlined in Item 4, the Recipient must provide to the Grantor:	

- a) Quarterly Progress Updates submitted no later than twenty (20) business days after the end of each quarterly period.

All other information and reports requested by the Grantor of the Recipient must be provided within ten (10) business days.

All information, submissions and reports must be in a form and of a substance satisfactory to the Grantor.

Item 8 (clause 10): Special terms and conditions

The Recipient agrees:

- a) to complete the Approved Purpose by the Date for Completion of the Approved Purpose. In the event that the Recipient is unable to complete all of the Approved Purpose by the Date for Completion of the Approved Purpose, the Recipient must make an application to the Grantor requesting an extension of time at least three (3) months prior to the Date for Completion of the Approved Purpose. The application must be in writing, detail the reasons why an extension to the Date for Completion of the Approved Purpose is being sought, and provide any further or supplementary information as the Grantor may reasonably request in relation to the Recipient's application;
- b) to be responsible for the ongoing maintenance of the Approved Purpose pursuant to any law including, but not limited to, those contained in the *Roads and Jetties Act 1935* (Tas);
- c) that, in the event that the Recipient desires a Significant Change to the Approved Purpose, then it must first make a written application to the Grantor. The application must include detailed revised plans and a schedule of work. The Recipient must obtain the written approval of the Grantor before undertaking the Significant Change to the Approved Purpose;
- d) that the Grantor may, at its discretion, pay an early advance of the Grant amount upon the Recipient's written request prior to the completion of the Approved Purpose. The early advance amount may not exceed fifty per cent (50%) of the total grant value;
- e) that, in the event the Recipient requires additional funds from the Grantor in order to complete the Approved Purpose, the Recipient must make a written application to the Grantor prior to undertaking or continuing the Approved Purpose but provided always that nothing in this clause requires or obligates the Grantor to provide any additional funds other than the Grant or otherwise derogates from the operation of clause;
- f) to notify the Grantor of any changes to the scope of the Approved Purpose, application for cost increases, apply for timeline adjustments, submit milestone and final reports (if requested by the Grantor), and submit of interim and final invoices in accordance with Clause 12;
- g) to obtain, at its own cost, any and all necessary approvals from any relevant Government Body required to undertake the Approved Purpose including those relating to environmental, cultural, flora, fauna and heritage matters;
- h) to ensure that the design of the Approved Purpose is in accordance with the latest technical advice as set out in the Australian Standards and Austroads Guides;

- i) to ensure that the design and installation of the Approved Purpose is in accordance with any applicable Australian Standards;
- j) to participate in any funding evaluation that may be undertaken by the Grantor;
- k) that any interest received and/or accrued on the Grant is to be used for the Approved Purpose;
- l) to give to the Grantor or an Authorised Officer of the Grantor, reasonable access to any premises for the purposes of carrying out a site visit to monitor the Recipient's compliance with this Deed;
- m) without limiting anything in Clause 5, to recognise the Grantor's assistance if and when promoting the project, including but not limited to information placed on the Recipient's website and social media accounts, media releases, media launches and in media interviews. In such instances the phrase "*the Vulnerable Road User Program*" must be adopted; and
- n) without limiting anything in Clause 5, agrees that 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; and
- o) to allow photos taken and information gathered for the purpose of auditing and completing the Approved Purpose, to be used by the Grantor in both internal and publicly available databases and other publications.

GLOSSARY

Application means the Recipient's Application (VRUP-2025-18) and designs submitted under the Vulnerable Road User Program 2025 and as approved by the Grantor.

Australian Standards means a standard published by Standards Australia Limited.

Austroads Guides means a guide published by Austroads.

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

Final Report means a written report that demonstrates that the Approved Purpose has been completed, which includes photographs evidencing completion of the Approved Purpose.

Financial Acquittal means a report that includes:

- a) a detailed statement of income and expenditure in respect of the Grant, showing the Recipient's cash and/or in-kind contribution, that includes at least:
 - (i) In-kind contribution: \$0
 - (ii) Cash contribution: \$34,570; and
- b) a definitive statement as to whether the accounts are true and fair, attested by the Chief Financial Officer or equivalent.

Finalised Designs means the Recipients; finalised designs submitted under the Finalised Plans Submission Form under the Vulnerable Road User Program 2025 as approved by the Grantor.

Work towards the Approved Purpose of this Deed should not commence until these designs are approved by the Grantor.

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

Quarterly Progress Update means a report that details the Recipient's progress in delivering the Approved Purpose, expenditures to date, and any Relevant Matter or adverse matters that may affect or materially delay the Recipient carrying out the Approved purpose, or the performance by the Recipient of its obligations under this Deed.

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

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

Authorised Officer means:

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

Crown means the Crown in Right of Tasmania.

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

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

Details means the details and recitals set out above.

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

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

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

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

GST Laws means applicable Laws relating to GST.

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

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (c) legislation and subordinate legislation; and

- (d) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

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

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

- (a) the performance by the Recipient of its obligations under this Deed;
- (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.

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

3.2 Conditions affecting Grant payment

- (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) **(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.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (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 exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

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

4.3 Completion of Approved Purpose

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

4.4 Compliance with Law

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

4.5 Financial records

- (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 Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (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

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

6 Repayment of Grant by Recipient

6.1 Repayment obligation

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

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

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

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

7.2 Reporting

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

8 Representations and warranties

8.1 Warranties

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

8.2 No reliance by the Recipient

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

9 Default Events and termination

9.1 Default Events

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

- (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:
 - (iv) the Recipient breaches any of its obligations under this Deed;
 - (v) the breach is capable of being remedied; and
 - (vi) 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:
 - (vii) dies;
 - (viii) 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
 - (ix) 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:
 - (x) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (xi) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (xii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (xiii) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

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

10 Special terms and conditions

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

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

11 GST

- (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 11(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 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (xiv) in legible writing in the English language;
 - (xv) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (xvi) 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
 - (xvii) left or sent in accordance with clause 12.2.
- (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.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (xviii) left at the intended recipient's address set out in the Details;
 - (xix) 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;
 - (xx) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (xxi) 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.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (xxii) if left at the intended recipient's address, at the time of delivery;
 - (xxiii) 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;
 - (xxiv) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (xxv) 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 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

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

13.3 Entire agreement clause

- (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 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

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

13.5 Benefit

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

13.6 Severance

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

- (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.

13.7 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.

13.8 Further assurance

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

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (xxvi) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

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

(xxviii) 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.

13.10 Legal costs

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

13.11 Amendment

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

13.12 Waiver

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

13.13 Successors and assigns

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

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (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.

13.15 Set-off

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

13.16 No assignment

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

13.17 Disclosure

- (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).

13.18 Determination

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

13.19 Consent and approvals

- (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.
- (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.

13.20 Doctrine of merger

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

13.21 No interference with executive duties or powers

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

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (xxix) that are expressed to survive the termination of this Deed;
 - (xxx) that, at Law, survive the termination of this Deed; or
 - (xxxi) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (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 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

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

Signature:

→

A person authorised to sign this Deed on behalf of the Grantor

*Print
name and
position:

* Use BLOCK LETTERS

Witness'
signature:

→

*Witness
print
name and
position:

PUBLIC SERVANT

*Witness
print address:

4 SALAMANCA PLACE
HOBART TAS 7000

Date:

→

To be inserted at time of execution by the Grantor

Signing by the Recipient

The common seal of **Southern Midlands Council** has been hereunto affixed this **15th** day of **September 2025** pursuant to a resolution of Council delegating authority to the General Manager to affix the Corporation's Seal:

General
Manager's
signature:

→

Print Name*

Seal:

→



*Use BLOCK LETTERS

KAREN LEANNE DUDGEON
K Dudgeon
DEPUTY MAYOR

EDWIN CHARLES BATT
E Batt
MAYOR



Proposed Traffic Management Safety Improvements at School Road Bagdad

VRUP Project 18-2025

Adjacent to Bagdad Primary School

Prepared by

Andrew Benson

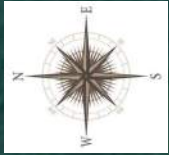
Deputy General Manager

May 2025



Location Plan





School Road

*Basketball
Crt*

Midland Highway

Site Plan

Existing Northern Junction of School Road & the Midland Highway



Looking South East

Existing Southern Junction of School Road & the Midland Highway



Looking North

School Road



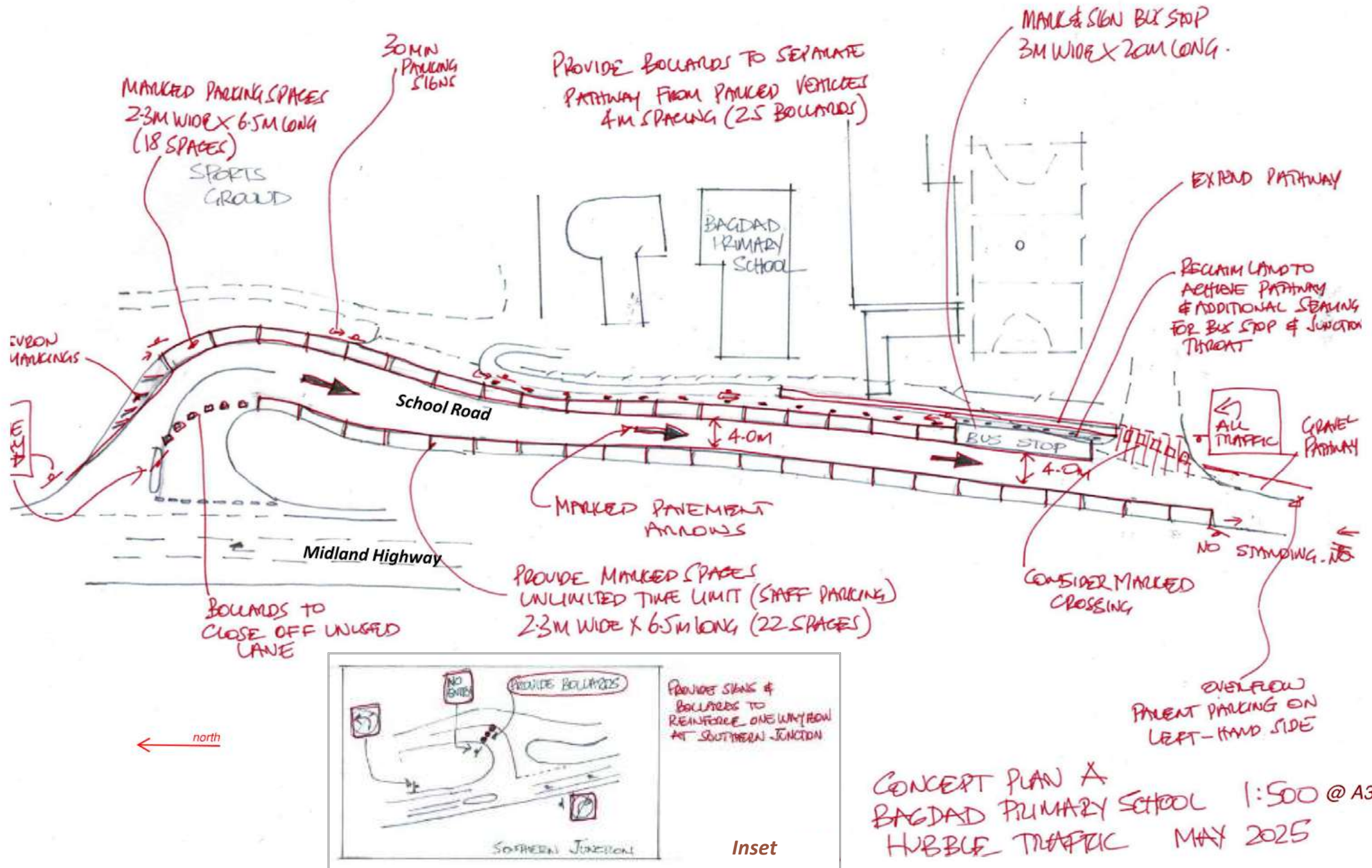
Looking South East

Two Future Projects to Improve Issues at Bagdad Primary School



Project Scope VRUP 18-2025

To be read in conjunction with the Traffic Review Report by Hubble Traffic – May 2025





Grant deed

Grant program: Vulnerable Road User Program 2025

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

and

Southern Midlands Council
(Recipient)

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

REFERENCE AND CONTACT DETAILS

Department: Department of State Growth
Contact officer: Serena Gore
Telephone: (03) 6166 3467
Email: VRUP@stategrowth.tas.gov.au

Doc Ref: VRUP-2025-20 – Southern Midlands Council- \$28,620 - September 2025

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Grant deed

Details and recitals

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of State Growth)
Short form name	Grantor
Notice details	C/- Department of State Growth, GPO Box 536 Hobart TAS 7001 Email: VRUP@stategrowth.tas.gov.au Attention: Christian Goninon

Name	Sothern Midlands Council
ACN/ARBN/ABN	68 653 459 589
Short form name	Recipient
Notice details	71 High St Oatlands TAS 7120 Telephone: (03) 6254 5000 Email: abenson@southernmidlands.tas.gov.au Attention: Andrew Benson

Recitals:

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

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To assist the Recipient with the infrastructure treatments at Reeve Street in accordance with its Application and Finalised Designs submitted under the Vulnerable Road User Program 2025.	
Item 2 (clause 2.1):	Grant Amount
\$28,620 (twenty-eight thousand, six hundred and twenty dollars) GST exclusive, is payable in accordance with Item 3.	
Item 3 (clause 3.1):	Payment method for the Grant
<p>The Grant is payable in instalments, as follows:</p> <p>Instalment 1: \$14,310</p> <p>Instalment 2: \$14,310</p> <p>Payment of each Grant instalment is subject to the Recipient satisfying all applicable Conditions precedent set out in Item 4.</p>	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
<p>With respect to:</p> <p>Instalment 1:</p> <ul style="list-style-type: none">a) execution of this Deed; andb) Grantor's approval of Finalised Designs. <p>Instalment 2:</p> <ul style="list-style-type: none">a) Grantor's approval of the Final Report and Financial Acquittal. Recipient to submit Final Report and Financial Acquittal no later than twenty (20) Business days after the Date for completion of the Approved Purpose. <p>Once each Condition precedent has been met to the satisfaction of the Grantor, payment of the related Instalment will be made on receipt of a valid invoice from the Recipient.</p>	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date of the Grantor's approval of the Finalised Designs.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
31 December 2026.	
Item 7 (clause 7.2):	Reporting requirements
In addition to the reporting requirements outlined in Item 4, the Recipient must provide to the Grantor:	

- a) Quarterly Progress Updates submitted no later than twenty (20) business days after the end of each quarterly period.

All other information and reports requested by the Grantor of the Recipient must be provided within ten (10) business days.

All information, submissions and reports must be in a form and of a substance satisfactory to the Grantor.

Item 8 (clause 10): Special terms and conditions

The Recipient agrees:

- a) to complete the Approved Purpose by the Date for Completion of the Approved Purpose. In the event that the Recipient is unable to complete all of the Approved Purpose by the Date for Completion of the Approved Purpose, the Recipient must make an application to the Grantor requesting an extension of time at least three (3) months prior to the Date for Completion of the Approved Purpose. The application must be in writing, detail the reasons why an extension to the Date for Completion of the Approved Purpose is being sought, and provide any further or supplementary information as the Grantor may reasonably request in relation to the Recipient's application;
- b) to be responsible for the ongoing maintenance of the Approved Purpose pursuant to any law including, but not limited to, those contained in the *Roads and Jetties Act 1935* (Tas);
- c) that, in the event that the Recipient desires a Significant Change to the Approved Purpose, then it must first make a written application to the Grantor. The application must include detailed revised plans and a schedule of work. The Recipient must obtain the written approval of the Grantor before undertaking the Significant Change to the Approved Purpose;
- d) that the Grantor may, at its discretion, pay an early advance of the Grant amount upon the Recipient's written request prior to the completion of the Approved Purpose. The early advance amount may not exceed fifty per cent (50%) of the total grant value;
- e) that, in the event the Recipient requires additional funds from the Grantor in order to complete the Approved Purpose, the Recipient must make a written application to the Grantor prior to undertaking or continuing the Approved Purpose but provided always that nothing in this clause requires or obligates the Grantor to provide any additional funds other than the Grant or otherwise derogates from the operation of clause;
- f) to notify the Grantor of any changes to the scope of the Approved Purpose, application for cost increases, apply for timeline adjustments, submit milestone and final reports (if requested by the Grantor), and submit of interim and final invoices in accordance with Clause 12;
- g) to obtain, at its own cost, any and all necessary approvals from any relevant Government Body required to undertake the Approved Purpose including those relating to environmental, cultural, flora, fauna and heritage matters;
- h) to ensure that the design of the Approved Purpose is in accordance with the latest technical advice as set out in the Australian Standards and Austroads Guides;

- i) to ensure that the design and installation of the Approved Purpose is in accordance with any applicable Australian Standards;
- j) to participate in any funding evaluation that may be undertaken by the Grantor;
- k) that any interest received and/or accrued on the Grant is to be used for the Approved Purpose;
- l) to give to the Grantor or an Authorised Officer of the Grantor, reasonable access to any premises for the purposes of carrying out a site visit to monitor the Recipient's compliance with this Deed;
- m) without limiting anything in Clause 5, to recognise the Grantor's assistance if and when promoting the project, including but not limited to information placed on the Recipient's website and social media accounts, media releases, media launches and in media interviews. In such instances the phrase "*the Vulnerable Road User Program*" must be adopted; and
- n) without limiting anything in Clause 5, agrees that 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; and
- o) to allow photos taken and information gathered for the purpose of auditing and completing the Approved Purpose, to be used by the Grantor in both internal and publicly available databases and other publications.

GLOSSARY

Application means the Recipient's Application (VRUP-2025-20) and designs submitted under the Vulnerable Road User Program 2025 and as approved by the Grantor.

Australian Standards means a standard published by Standards Australia Limited.

Austroads Guides means a guide published by Austroads.

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

Final Report means a written report that demonstrates that the Approved Purpose has been completed, which includes photographs evidencing completion of the Approved Purpose.

Financial Acquittal means a report that includes:

- a) a detailed statement of income and expenditure in respect of the Grant, showing the Recipient's cash and/or in-kind contribution, that includes at least:
 - (i) In-kind contribution: \$1,200
 - (ii) Cash contribution: \$29,120; and
- b) a definitive statement as to whether the accounts are true and fair, attested by the Chief Financial Officer or equivalent.

Finalised Designs means the Recipients; finalised designs submitted under the Finalised Plans Submission Form under the Vulnerable Road User Program 2025 as approved by the Grantor.

Work towards the Approved Purpose of this Deed should not commence until these designs are approved by the Grantor.

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

Quarterly Progress Update means a report that details the Recipient's progress in delivering the Approved Purpose, expenditures to date, and any Relevant Matter or adverse matters that may affect or materially delay the Recipient carrying out the Approved purpose, or the performance by the Recipient of its obligations under this Deed.

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

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

Authorised Officer means:

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

Crown means the Crown in Right of Tasmania.

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

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

Details means the details and recitals set out above.

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

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

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

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

GST Laws means applicable Laws relating to GST.

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

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (c) legislation and subordinate legislation; and

- (d) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

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

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

- (a) the performance by the Recipient of its obligations under this Deed;
- (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.

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

3.2 Conditions affecting Grant payment

- (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) **(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.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (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 exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

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

4.3 Completion of Approved Purpose

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

4.4 Compliance with Law

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

4.5 Financial records

- (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 Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (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

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

6 Repayment of Grant by Recipient

6.1 Repayment obligation

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

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

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

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

7.2 Reporting

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

8 Representations and warranties

8.1 Warranties

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

8.2 No reliance by the Recipient

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

9 Default Events and termination

9.1 Default Events

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

- (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:
 - (iv) the Recipient breaches any of its obligations under this Deed;
 - (v) the breach is capable of being remedied; and
 - (vi) 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:
 - (vii) dies;
 - (viii) 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
 - (ix) 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:
 - (x) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (xi) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (xii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (xiii) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

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

10 Special terms and conditions

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

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

11 GST

- (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 11(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 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (xiv) in legible writing in the English language;
 - (xv) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (xvi) 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
 - (xvii) left or sent in accordance with clause 12.2.
- (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.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (xviii) left at the intended recipient's address set out in the Details;
 - (xix) 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;
 - (xx) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (xxi) 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.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (xxii) if left at the intended recipient's address, at the time of delivery;
 - (xxiii) 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;
 - (xxiv) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (xxv) 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 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

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

13.3 Entire agreement clause

- (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 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

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

13.5 Benefit

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

13.6 Severance

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

- (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.

13.7 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.

13.8 Further assurance

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

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (xxvi) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

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

(xxviii) 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.

13.10 Legal costs

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

13.11 Amendment

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

13.12 Waiver

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

13.13 Successors and assigns

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

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (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.

13.15 Set-off

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

13.16 No assignment

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

13.17 Disclosure

- (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).

13.18 Determination

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

13.19 Consent and approvals

- (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.
- (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.

13.20 Doctrine of merger

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

13.21 No interference with executive duties or powers

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

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (xxix) that are expressed to survive the termination of this Deed;
 - (xxx) that, at Law, survive the termination of this Deed; or
 - (xxxi) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (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 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

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

Signature:

→

A person authorised to sign this Deed on behalf of the Grantor

*Print name and position:

* Use BLOCK LETTERS

Witness' signature:

→

*Witness print name and position:

PUBLIC SERVANT

*Witness print address:

4 SALAMANCA PLACE
HOBART TAS 7000

Date:

→

To be inserted at time of execution by the Grantor

Signing by the Recipient

The common seal of **Southern Midlands Council** has been hereunto affixed this **15th** day of **September 2025** pursuant to a resolution of Council delegating authority to the General Manager to affix the Corporation's Seal:

General Manager's signature:

→

Print Name*

Seal:

→



*Use BLOCK LETTERS

KAREN LEANNE DUDGEON
K. Dudgeon
DEPUTY MAYOR

EDWIN CHARLES BATT
E. Batt
MAYOR



Concept Proposal Plan



Grant deed

Grant program: Vulnerable Road User Program 2025

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

and

Southern Midlands Council
(Recipient)

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

REFERENCE AND CONTACT DETAILS

Department: Department of State Growth
Contact officer: Serena Gore
Telephone: (03) 6166 3467
Email: VRUP@stategrowth.tas.gov.au

Doc Ref: VRUP-2025-21 – Southern Midlands Council- \$22,300 - September 2025

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Grant deed

Details and recitals

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of State Growth)
Short form name	Grantor
Notice details	C/- Department of State Growth, GPO Box 536 Hobart TAS 7001 Email: VRUP@stategrowth.tas.gov.au Attention: Christian Goninon

Name	Southern Midlands Council
ACN/ARBN/ABN	68 653 459 589
Short form name	Recipient
Notice details	71 High St Oatlands TAS 7120 Telephone: (03) 6254 5000 Email: abenson@southernmidlands.tas.gov.au Attention: Andrew Benson

Recitals:

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

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To assist the Recipient with the infrastructure treatments at High Street in accordance with its Application and Finalised Designs submitted under the Vulnerable Road User Program 2025.	
Item 2 (clause 2.1):	Grant Amount
\$22,300 (twenty-two thousand, three hundred dollars), GST exclusive, is payable in accordance with Item 3.	
Item 3 (clause 3.1):	Payment method for the Grant
<p>The Grant is payable in instalments, as follows:</p> <p>Instalment 1: \$11,150</p> <p>Instalment 2: \$11,150</p> <p>Payment of each Grant instalment is subject to the Recipient satisfying all applicable Conditions precedent set out in Item 4.</p>	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
<p>With respect to:</p> <p>Instalment 1:</p> <ul style="list-style-type: none">a) execution of this Deed; andb) Grantor's approval of Finalised Designs. <p>Instalment 2:</p> <ul style="list-style-type: none">a) Grantor's approval of the Final Report and Financial Acquittal. Recipient to submit Final Report and Financial Acquittal no later than twenty (20) Business days after the Date for completion of the Approved Purpose. <p>Once each Condition precedent has been met to the satisfaction of the Grantor, payment of the related Instalment will be made on receipt of a valid invoice from the Recipient.</p>	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date of the Grantor's approval of the Finalised Designs.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
31 December 2026.	
Item 7 (clause 7.2):	Reporting requirements
In addition to the reporting requirements outlined in Item 4, the Recipient must provide to the Grantor:	

- a) Quarterly Progress Updates submitted no later than twenty (20) business days after the end of each quarterly period.

All other information and reports requested by the Grantor of the Recipient must be provided within ten (10) business days.

All information, submissions and reports must be in a form and of a substance satisfactory to the Grantor.

Item 8 (clause 10): Special terms and conditions

The Recipient agrees:

- a) to complete the Approved Purpose by the Date for Completion of the Approved Purpose. In the event that the Recipient is unable to complete all of the Approved Purpose by the Date for Completion of the Approved Purpose, the Recipient must make an application to the Grantor requesting an extension of time at least three (3) months prior to the Date for Completion of the Approved Purpose. The application must be in writing, detail the reasons why an extension to the Date for Completion of the Approved Purpose is being sought, and provide any further or supplementary information as the Grantor may reasonably request in relation to the Recipient's application;
- b) to be responsible for the ongoing maintenance of the Approved Purpose pursuant to any law including, but not limited to, those contained in the *Roads and Jetties Act 1935* (Tas);
- c) that, in the event that the Recipient desires a Significant Change to the Approved Purpose, then it must first make a written application to the Grantor. The application must include detailed revised plans and a schedule of work. The Recipient must obtain the written approval of the Grantor before undertaking the Significant Change to the Approved Purpose;
- d) that the Grantor may, at its discretion, pay an early advance of the Grant amount upon the Recipient's written request prior to the completion of the Approved Purpose. The early advance amount may not exceed fifty per cent (50%) of the total grant value;
- e) that, in the event the Recipient requires additional funds from the Grantor in order to complete the Approved Purpose, the Recipient must make a written application to the Grantor prior to undertaking or continuing the Approved Purpose but provided always that nothing in this clause requires or obligates the Grantor to provide any additional funds other than the Grant or otherwise derogates from the operation of clause;
- f) to notify the Grantor of any changes to the scope of the Approved Purpose, application for cost increases, apply for timeline adjustments, submit milestone and final reports (if requested by the Grantor), and submit of interim and final invoices in accordance with Clause 12;
- g) to obtain, at its own cost, any and all necessary approvals from any relevant Government Body required to undertake the Approved Purpose including those relating to environmental, cultural, flora, fauna and heritage matters;
- h) to ensure that the design of the Approved Purpose is in accordance with the latest technical advice as set out in the Australian Standards and Austroads Guides;

- i) to ensure that the design and installation of the Approved Purpose is in accordance with any applicable Australian Standards;
- j) to participate in any funding evaluation that may be undertaken by the Grantor;
- k) that any interest received and/or accrued on the Grant is to be used for the Approved Purpose;
- l) to give to the Grantor or an Authorised Officer of the Grantor, reasonable access to any premises for the purposes of carrying out a site visit to monitor the Recipient's compliance with this Deed;
- m) without limiting anything in Clause 5, to recognise the Grantor's assistance if and when promoting the project, including but not limited to information placed on the Recipient's website and social media accounts, media releases, media launches and in media interviews. In such instances the phrase "*the Vulnerable Road User Program*" must be adopted; and
- n) without limiting anything in Clause 5, agrees that 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; and
- o) to allow photos taken and information gathered for the purpose of auditing and completing the Approved Purpose, to be used by the Grantor in both internal and publicly available databases and other publications.

GLOSSARY

Application means the Recipient's Application (VRUP-2025-21) and designs submitted under the Vulnerable Road User Program 2025 and as approved by the Grantor.

Australian Standards means a standard published by Standards Australia Limited.

Austroads Guides means a guide published by Austroads.

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

Final Report means a written report that demonstrates that the Approved Purpose has been completed, which includes photographs evidencing completion of the Approved Purpose.

Financial Acquittal means a report that includes:

- a) a detailed statement of income and expenditure in respect of the Grant, showing the Recipient's cash and/or in-kind contribution, that includes at least:
 - (i) In-kind contribution: \$0
 - (ii) Cash contribution: \$23,640; and
- b) a definitive statement as to whether the accounts are true and fair, attested by the Chief Financial Officer or equivalent.

Finalised Designs means the Recipients; finalised designs submitted under the Finalised Plans Submission Form under the Vulnerable Road User Program 2025 as approved by the Grantor.

Work towards the Approved Purpose of this Deed should not commence until these designs are approved by the Grantor.

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

Quarterly Progress Update means a report that details the Recipient's progress in delivering the Approved Purpose, expenditures to date, and any Relevant Matter or adverse matters that may affect or materially delay the Recipient carrying out the Approved purpose, or the performance by the Recipient of its obligations under this Deed.

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

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

Authorised Officer means:

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

Crown means the Crown in Right of Tasmania.

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

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

Details means the details and recitals set out above.

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

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

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

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

GST Laws means applicable Laws relating to GST.

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

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (c) legislation and subordinate legislation; and

- (d) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

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

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

- (a) the performance by the Recipient of its obligations under this Deed;
- (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.

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

3.2 Conditions affecting Grant payment

- (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) **(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.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (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 exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

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

4.3 Completion of Approved Purpose

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

4.4 Compliance with Law

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

4.5 Financial records

- (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 Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (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

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

6 Repayment of Grant by Recipient

6.1 Repayment obligation

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

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

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

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

7.2 Reporting

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

8 Representations and warranties

8.1 Warranties

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

8.2 No reliance by the Recipient

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

9 Default Events and termination

9.1 Default Events

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

- (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:
 - (iv) the Recipient breaches any of its obligations under this Deed;
 - (v) the breach is capable of being remedied; and
 - (vi) 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:
 - (vii) dies;
 - (viii) 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
 - (ix) 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:
 - (x) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (xi) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (xii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (xiii) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

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

10 Special terms and conditions

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

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

11 GST

- (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 11(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 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (xiv) in legible writing in the English language;
 - (xv) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (xvi) 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
 - (xvii) left or sent in accordance with clause 12.2.
- (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.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (xviii) left at the intended recipient's address set out in the Details;
 - (xix) 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;
 - (xx) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (xxi) 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.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (xxii) if left at the intended recipient's address, at the time of delivery;
 - (xxiii) 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;
 - (xxiv) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (xxv) 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 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

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

13.3 Entire agreement clause

- (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 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

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

13.5 Benefit

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

13.6 Severance

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

- (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.

13.7 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.

13.8 Further assurance

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

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (xxvi) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

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

(xxviii) 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.

13.10 Legal costs

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

13.11 Amendment

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

13.12 Waiver

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

13.13 Successors and assigns

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

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (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.

13.15 Set-off

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

13.16 No assignment

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

13.17 Disclosure

- (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).

13.18 Determination

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

13.19 Consent and approvals

- (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.
- (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.

13.20 Doctrine of merger

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

13.21 No interference with executive duties or powers

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

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (xxix) that are expressed to survive the termination of this Deed;
 - (xxx) that, at Law, survive the termination of this Deed; or
 - (xxxi) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (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 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

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

Signature:

→



A person authorised to sign this Deed on behalf of the Grantor

*Print name and position:



* Use BLOCK LETTERS

Witness' signature:

→



*Witness print name and position:

PUBLIC SERVANT

*Witness print address:

4 SALAMANCA PLACE
HOBART TAS 7000

Date:

→



To be inserted at time of execution by the Grantor

Signing by the Recipient

The common seal of **Southern Midlands Council** has been hereunto affixed this 15th day of **September 2025** pursuant to a resolution of Council delegating authority to the General Manager to affix the Corporation's Seal:

General Manager's signature:

→



Print Name*


T F Kirkwood
General Manager


Seal:

→



*Use BLOCK LETTERS

KAREN LEANNE DUDGEON

DEPUTY MAYOR

EDWIN CHARLES BATT

MAYOR



Proposed High Street Pedestrian Crossing

VRUP Project 21-2025

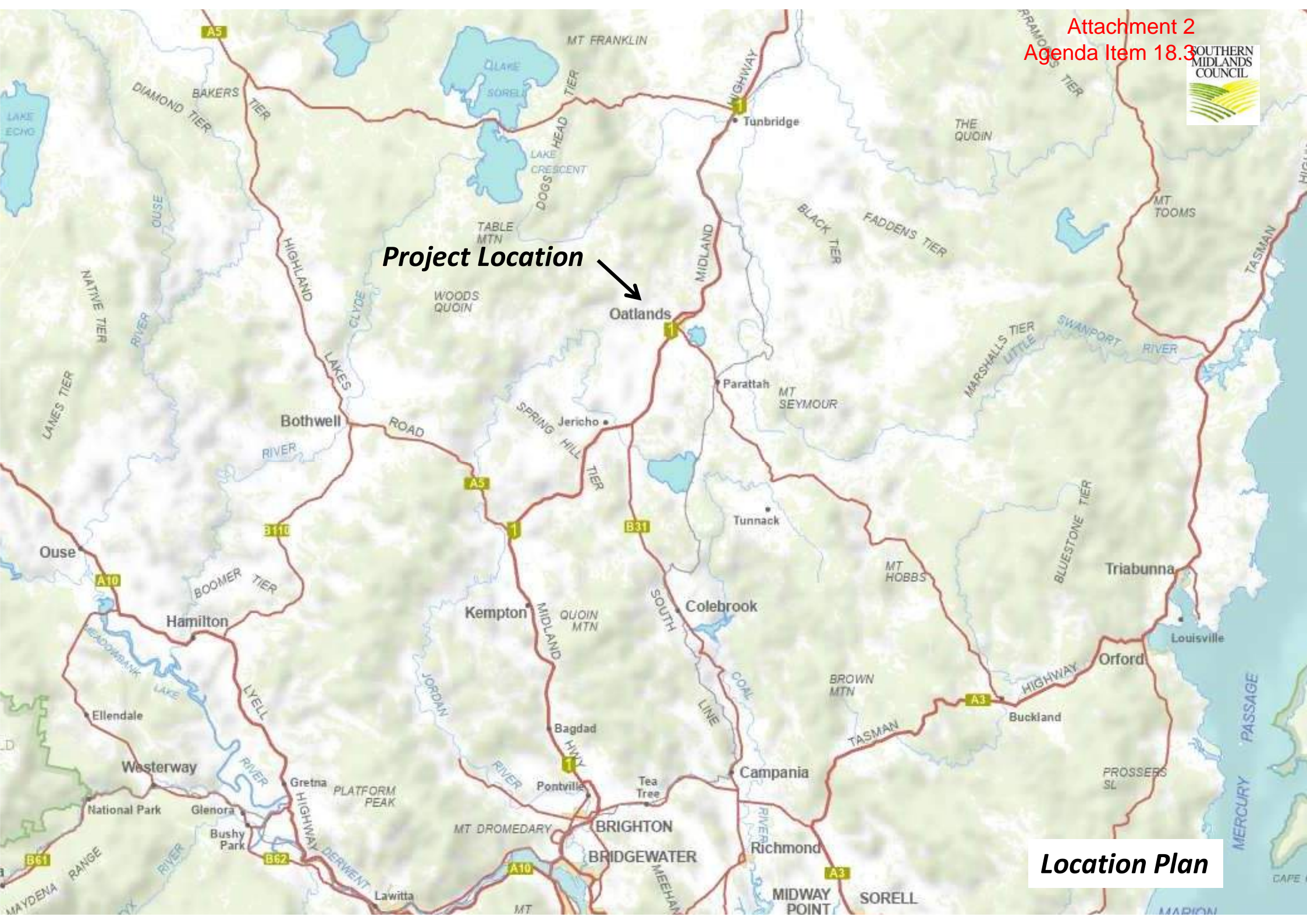
Between Barrack Street & Dulverton Street Oatlands

Prepared by

Andrew Benson

Deputy General Manager

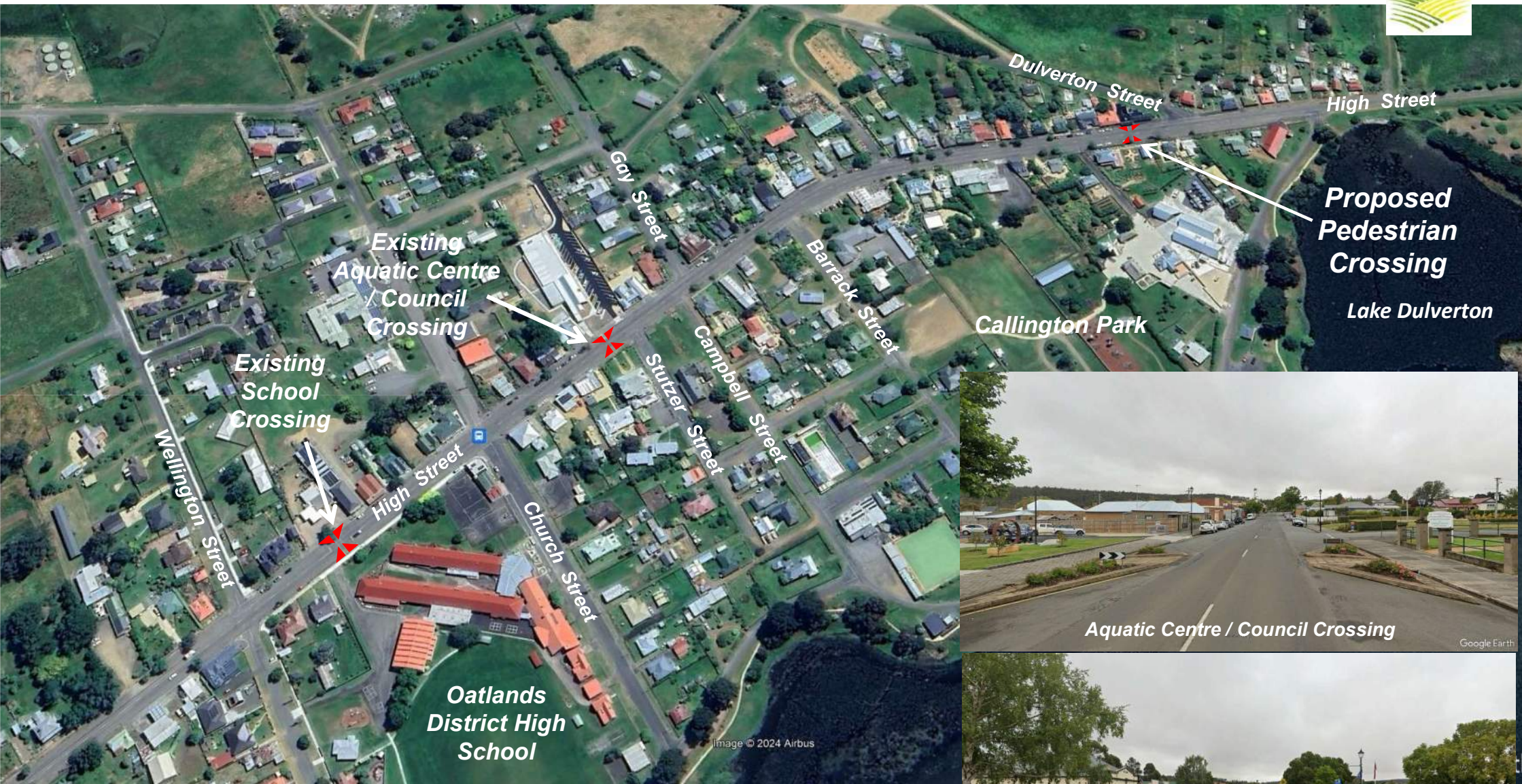
May 2025



Location Plan

Pedestrian Crossings in High Street Oatlands

Attachment 2
Agenda Item 18.3





School Crossing

Google Earth

High Street

*Oatlands
District High
School*

Existing Crossing

Aquatic Centre / Council Crossing

Stutzer Street

Existing Crossing

The proposed pedestrian crossing to be constructed in sandstone to complement the heritage streetscape and in the same style as the existing crossing at the Council/Aquatic Centre location.

Dulverton Street

High Street

*14.7m
between kerbs*

Proposed Crossing

Proposed Pedestrian Crossing Location in High Street Oatlands



Looking South

Proposed Pedestrian Crossing Location in High Street Oatlands



Looking North