

SOUTHERN  
MIDLANDS  
COUNCIL



# ATTACHMENTS

## ORDINARY COUNCIL MEETING

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Wednesday 23<sup>rd</sup> March 2022  
10.00 a.m.

<b>Item 5.1</b>	Draft Council Meeting Minutes (Open) – 22 <sup>nd</sup> February 2022
<b>Item 5.2.1</b>	<b>Attachment 1</b> – Chauncy Vale Wildlife Sanctuary Management Committee – 31 <sup>st</sup> January 2022 <b>Attachment 2</b> – Woodsdale Community Memorial Hall Minutes – 7 <sup>th</sup> February 2022 <b>Attachment 3</b> – Lake Dulverton & Callington Park Management Committee Minutes – 28 <sup>th</sup> February 2022
<b>Item 5.3.1</b>	STCA Minutes – 21 <sup>st</sup> February 2022
<b>Item 16.8.1</b>	Black Summer Bushfire Recovery Standard Grant Agreement Black Summer Bushfire Recovery Agreement Schedule
<b>Item 17.1.1</b>	Delegations Register

SOUTHERN  
MIDLANDS  
COUNCIL



# **MINUTES**

## **ORDINARY COUNCIL MEETING**

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Tuesday, 22<sup>nd</sup> February 2022  
10.00 a.m.

DRAFT

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## OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD  
ON TUESDAY 22<sup>nd</sup> FEBRUARY 2022 ONLINE VIA WEBEX  
COMMENCING AT 10.02 A.M.

### 1. PRAYERS

Reverend Dennis Cousens recited prayers.

### 2. ACKNOWLEDGEMENT OF COUNTRY

Mayor A O Green recited acknowledgement of Country

### 3. ATTENDANCE

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

Mr T Kirkwood (General Manager), Mr A Benson (Deputy General Manager), Mr D Richardson (Manager, Infrastructure & Works), Mrs W Young (Manager Community & Corporate Development), Mr A Briggs (Aquatic Centre Coordinator), Mrs J Crosswell (Executive Assistant).

### 4. APOLOGIES

Nil.

### 5. MINUTES

#### 5.1 Ordinary Council meeting

The Minutes (Open Council Minutes) of the previous meeting of Council held on the 25<sup>th</sup> January 2022, as circulated, are submitted for confirmation.

#### DECISION

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

**THAT the Minutes (Open Council Minutes) of the previous meeting of Council held on the 25<sup>th</sup> January 2022, as circulated, be confirmed subject to the inclusion of the following amendment:**

**“Item 13.8.1 – Processing of Recyclable Materials – Establishment of a Joint Authority**

**The Minutes to include a notation that Deputy Mayor Batt provided comment in relation to the draft Rules, including expressing a concern regarding the governance and management model; the proposed budget; and use of the term ‘proposed Rules’ as opposed to ‘draft Rules’ to be consistent with the legislation. He advised that he would prepare a submission and provide to the General Manager highlighting the deficiencies from his perspective”**

**CARRIED**

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

## 5.2 Special Council Meeting

The Minutes of the Special Council Meeting held on the 9<sup>th</sup> February 2022, as circulated, are submitted for confirmation.

### DECISION

*Moved by Clr D Fish, seconded by Clr R McDougall*

**THAT the Minutes of the Special Council Meeting held on the 9<sup>th</sup> February 2022, as circulated, be confirmed.**

### CARRIED

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

## 5.3 Special Committees of Council Minutes

### 5.3.1 Special Committees of Council - Receipt of Minutes

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

- Arts Advisory Committee Meeting Minutes – Thursday 20<sup>th</sup> January 2022 and Thursday 27<sup>th</sup> January 2022
- Woodsdale Community Memorial Hall Minutes – 5<sup>th</sup> December 2021

### RECOMMENDATION

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

### DECISION

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

**THAT the Minutes of the above special committees of Council be received.**

### CARRIED

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

### 5.2.2 Special Committees of Council - Endorsement of Recommendations

The recommendations contained within the minutes of the following Special Committees of Council are submitted for endorsement.

- Arts Advisory Committee Meeting Minutes – Thursday 20<sup>th</sup> January 2022 and Thursday 27<sup>th</sup> January 2022
- Woodsdale Community Memorial Hall Minutes – 5<sup>th</sup> December 2021 Woodsdale Community Memorial Hall Minutes – 3<sup>rd</sup> May 2021

### RECOMMENDATION

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

### DECISION

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

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

### CARRIED

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

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

### 5.4.1 Joint authorities - Receipt of Minutes

Nil

### DECISION NOT REQUIRED

#### **5.4.2 Joint Authorities - Receipt of Reports (Annual & Quarterly)**

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

Nil.

**DECISION NOT REQUIRED**

## 6. NOTIFICATION OF COUNCIL WORKSHOPS

### DECISION

*Moved by Cllr A E Bisdee OAM, seconded by Cllr R McDougall*

**THAT the information be received.**

### CARRIED

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

## **7. COUNCILLORS – QUESTION TIME**

### **7.1 Questions (On Notice)**

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

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

Nil.

## 7.2 Questions Without Notice

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

It states:

**“29. Questions without notice**

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

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

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

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

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

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

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

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

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

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

**Clr A Bantick** – Raised concerns regarding the present condition of the small playgrounds in LeCompte Place and Iden Road, Bagdad. It was suggested that the public open space contribution from the recently approved subdivision at Bagdad should be directed to undertake improvements at these parks.

*General Manager responded that this can be factored into the next budget.*

**Clr A Bantick** – Water Refill Stations – has any progress been made to introduce the Water Filler Station(s) at Kempton and Oatlands.

Outlands station has been installed at Callington Park and the Kempton station will be progressed.

**Deputy Mayor E Batt** – queried progress with the proposed establishment of the Southern Waste Joint Authority.

*General Manager advised that the proposed Rules are being referred to the twelve southern Councils for review and comment. Further report to be provided when information regarding any proposed amendments is received.*

**Clr K Dudgeon** – Tunbridge – Blackman River Bridge - requested an update.

General Manager responded that the hearing is scheduled for 22<sup>nd</sup> April 2022 with evidence due two weeks prior.

**Clr K Dudgeon** – Tunbridge Park (Tunbridge Youth Group Inc.) - requested an update.

*General Manager advised that the re-establishment of the Tunbridge Youth Group Inc. is being progressed by Abetz Curtis (Council's legal representatives). Mrs J Burbury, a previous member of the Management Committee, has completed the required documentation to 're-constitute' the Association which has been submitted to the Department of Justice.*

**Clr K Dudgeon** – Woodsdale Cemetery - requested an update.

*General Manager advised that an Email communication has been received from the Parks and Wildlife Service (responsible State Agency) confirming that they are compiling records for the Woodsdale Cemetery to obtain a Certificate of Compliance under the Burial and Cremations Act 2019. No timeframe for completion is provided.*

**Clr K Dudgeon** – Council Group Photograph

To be arranged possible in conjunction with a scheduled Monday workshop.

**Clr R McDougall** – Queens Jubilee Program – Tree Planting Program - thought to be given to a possible planting location.

*Suitable sites to be identified and investigated. Suggested location would be the property adjacent to the Kempton Rec Ground (i.e. Dog Exercise park)*

**Clr R McDougall** – Community Emergency Fund - investigate the possible establishment of a standing 'Community Emergency Fund' that could be accessed in the event of an emergency which impacts residents or the broader community (e.g. two recent household fires)

*To be investigated.*

**Clr R McDougall** – Midlands Memorial Community Centre - ventilation of internal rooms and the recently installed windows were not operational (i.e. electricity supply to open windows?)

*Clr K Dudgeon responded that the contractor has been contacted to attend the premises to advise how the windows can be opened but so far has been unavailable.*

**Clr R McDougall** – Midlands Memorial Community Centre – progress with installation of sign.

*Following confirmation of the new proposed location for the Sign, a Development Application is to be prepared*

**Clr R McDougall** – Oatlands Council Chambers / Town Hall – access to upstairs Town Hall. Consideration to be given to access issues to the upstairs Town Hall given that it is a significant heritage space and the shortage of office accommodation.

*Previous report to be circulated relating to this issue.*

**Clr R McDougall** – Federal Election – Council Submission

*Mayor Green responded that a submission has been made based on the list of priority projects previously endorsed by Council (subject to some additions). Copy to be circulated with Information Bulletin.*

**Mayor A Green** – Tunbridge Community Club Toilets – requested an update.

General Manager advised that Development Approval has been obtained and final design specifications have been prepared. Currently awaiting a quote which will then be discussed with the Club Management Committee.

**Clr A E Bisdee OAM** – Bagdad School Carpark – any update?

*No further information available.*

## 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. Bagdad Community Club - Precinct Master Plan
2. Oatlands Aquatic Centre – draft Media Release (for endorsement)

### RECOMMENDATION

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

### DECISION

*Moved by Clr R McDougall, seconded by Clr K Dudgeon*

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

### CARRIED

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

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

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

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

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

Councillors are advised that, at the time of issuing the Agenda, no questions on notice had been received from members of the public.

No members of the Public will be permitted to attend the meeting.

The public were advised to submit questions by 1.00 p.m. on Monday, 21<sup>st</sup> February 2022.

No questions received.

### 10.1 Permission to Address Council

Nil.

**11. MOTIONS OF WHICH NOTICE HAS BEEN GIVEN UNDER REGULATION 16 (5) OF THE LOCAL GOVERNMENT (MEETING PROCEDURES) REGULATIONS 2015****11.1 Kempton Primary School – Pedestrian Crossing (Old Hunting Ground Road, Kempton)****DECISION***Moved by Deputy Mayor E Batt, seconded by Clr A E Bisdee OAM*

**THAT the Southern Midlands Council recognise the existence of a child safety issue at the location of the Kempton primary School, and accordingly, re-adjust the capital works program to construct a School Crossing on Old Hunting Ground Road as a high priority.**

**CARRIED**

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

**12. 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)**

Nil.

**12.4 Planning (Other)**

Nil.

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

## 13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE)

### 13.1 Roads

**Strategic Plan Reference 1.1**

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

Nil.

### 13.2 Bridges

**Strategic Plan Reference 1.2**

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

Nil.

### 13.3 Walkways, Cycle ways and Trails

**Strategic Plan Reference 1.3**

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

Nil.

### 13.4 Lighting

**Strategic Plan Reference 1.4**

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

Nil.

**13.5 Buildings****Strategic Plan Reference 1.5***Maintenance and improvement of the standard and safety of public buildings in the municipality.***13.5.1 'Carriage House' at Kempton – Future Community Use****DECISION***Moved by Deputy Mayor E Batt, seconded by Clr R McDougall***THAT Council:**

- 1) Received and note the Report;
- 2) Acknowledge the establishment of the new Community based organisation Navigate Family Services, (soon to be incorporated);
- 3) Enter into a three year lease, including options for extension, with a peppercorn rental of the Carriage House building at 128 Main Street, Kempton to Navigate Family Services, once that the organisation is incorporated;
- 4) Consider a budget item in the 2022/2023 budget for the establishment of appropriate amenities for the Carriage House;
- 5) Provide a letter of support from Council for the inclusion in the Navigate Family Services grant submission; and
- 6) Council's position be reviewed if the grant application is unsuccessful.

**CARRIED**

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

### 13.6 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.*

### 13.8.1 Oatlands School – Soft Plastics Recycling (Participation in the REDcycle Program) – Information Only

#### DECISION

*Moved by Clr R McDougall, seconded by Clr K Dudgeon*

**THAT the information be received with further information to be provided when available.**

**CARRIED**

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

## 13.9 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 A Bantick** – East Bagdad Road – Footpath Project – minor works yet to be completed.

*Works scheduled.*

**Clr A Bantick** - Hall Lane / Midland Highway Drainage Issue – property owner opposite Hall Lane to be provided with a project update.

*To be actioned.*

**Deputy Mayor E Batt** – Kempton Primary School Pedestrian Crossing – made reference to the previous Motion passed by Council to recognise this as a priority project.

*Noted.*

**Clr A E Bisdee OAM** – Main Street, Kempton – comment provided on the excellent standard of the Jones subdivision works undertaken by Andrew Walter constructions.

**Clr K Dudgeon** – Runnymede Quarry – update.

*Manager Infrastructure & Works advised that approval has been given to cart material pending the availability of contractors to complete the negotiated works as part of the planning approval conditions.*

**Clr K Dudgeon** – Recreation Grounds – Playgrounds – maintenance work required, including softball material and weed management

*Works to be scheduled.*

**Clr K Dudgeon** – Woodsdale Road – the approach to the recently renewed Bridge needs to be inspected as the road does not align with the bridge.

*Manager Infrastructure & Works confirmed that the road (in this location) is to be re-stabilised and sealed.*

**Mayor Green** - Rhyndaston Road – Tasrail – damage to new sealed pavement caused by Tasrail vehicles – consider asphalt as a remedial measure

*To be discussed with Tasrail to determine whether any contributions can be made to rectification works.*

**Clr D Fish** - Ingelewood Road – commented on the excellent standard of work undertaken.

## RECOMMENDATION

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

## DECISION

*Moved by Clr D Fish, seconded by Clr R McDougall*

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

## CARRIED

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

## DECISION

*Moved by Clr K Dudgeon, seconded by Clr D Fish*

**THAT the meeting be adjourned for morning tea at 11.10 a.m.**

## CARRIED

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

## DECISION

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

**THAT the meeting reconvene at 11.24 a.m.**

## CARRIED

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

## 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 Deputy Mayor E Batt, seconded by Clr R McDougall*

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

**CARRIED**

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

## 15.2 Natural

### Strategic Plan Reference – page 23/24

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

### 15.2.1 NRM Unit – General Report

#### DECISION

*Moved by Clr R McDougall, seconded by Clr K Dudgeon*

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

**CARRIED**

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

*Jacque Tyson (Senior Planning Officer) entered meeting at 11.26 a.m.*

### 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.

**15.5.1 Mobile Food Vendors Policy – Amendment to Adopted Policy****DECISION**

*Moved by Deputy Mayor E Batt, seconded by Clr R McDougall*

**THAT Council adopt the amended Mobile Food Vendor Policy.**

**CARRIED**

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

**15.6 Regulatory (Animals)****Strategic Plan Reference 3.6**

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

**15.6.1 Animal Management Report****DECISION**

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

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

**CARRIED**

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

**15.7 Environmental Sustainability****Strategic Plan Reference 3.7**

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

Nil.

## 16. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – COMMUNITY)

### 16.1 Community Health and Wellbeing

**Strategic Plan Reference 4.1**

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

Nil.

### 16.2 Recreation

**Strategic Plan Reference 4.2**

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

#### 16.2.1 Grant Deed of Variation (Oatlands Aquatic Centre CDG655) – Australian Government – Community Development Grants Programme

#### DECISION

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

#### THAT:

- a) The information be received; and
- b) Council sign and seal the Deed of Variation in relation to CDG655 Construction of New Oatlands Aquatic Centre.

#### CARRIED

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

### 16.3 Access

**Strategic Plan Reference 4.3**

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

Nil.

### 16.4 Volunteers

**Strategic Plan Reference 4.4**

*Encourage community members to volunteer.*

Nil.

### 16.5 Families

**Strategic Plan Reference 4.5**

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

Nil.

### 16.6 Education

**Strategic Plan Reference 4.6**

*Increase the educational and employment opportunities available within the Southern Midlands*

Nil.

### 16.7 Capacity & Sustainability

**Strategic Plan Reference 4.7**

*Build, maintain and strengthen the capacity of the community to help itself whilst embracing social inclusion to achieve sustainability.*

Nil.

### 16.8 Safety

**Strategic Plan Reference 4.8**

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

Nil.

### 16.9 Consultation & Communication

**Strategic Plan Reference 4.8**

*Improve the effectiveness of consultation & communication with the community.*

Nil.

## 17. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)

### 17.1 Improvement

#### **Strategic Plan Reference 5.1**

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

Nil.

### 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*

Nil.

### 17.2.1 Tabling of Documents

Letter dated 16<sup>th</sup> February 2022 from Mr John Charles Smith and Mrs Sandra Kay Smith.

#### General Managers Comments:

Council to acknowledge receipt of the letter and advise the writer that the matter will be considered as part of the 2022/23 Budget process.

Mr John Charles Smith and Mrs Sandra Kay Smith  
105 Nichols Rd, Elderslie, Tasmania,  
7030  
16<sup>th</sup> february 2022

Southern Midlands Council  
[mail@southernmidlands.tas.gov.au](mailto:mail@southernmidlands.tas.gov.au)

To Whom it may concern,

I Mr J.C Smith and Mrs S.K Smith of 105 Nichols Rd, Elderslie are putting in writing requesting the Dysart Rd which is located off Elderslie Rd previously known as Clifton vale Rd sealed with bitumen.

My wife and I have been residents of the district since 1975, so for 47 years we have been travelling these roads and paying our rates and taxes.

As the population in Elderslie is an aging one including my wife and I it has now become a safety issue for carers, families and friends travelling the road due to poor unkept conditions.

The short- term measures Southern Midlands Council put in place which is grading the road every six months is now no longer adequate.

Therefor included with this letter are signatures of residents also requesting this road to be sealed.

I would like a response to this important matter to the residents and I of Elderslie once taken to the next council meeting.

Your's Faithfully

Mr and Mrs J.C Smith

Name	Signature	Date
S Jones		16/2/2022
M. Smith		16.2.2022
Josephine CLARK	J. A. Clark	14/2/2022
John D. Smith	J. D. Smith	15/2/2022
SANDRA SMITH	Sandra K Smith	15/2/2022
Brett Anthony Smith	Brett A Smith	15/2/2022
Dana L Smith	Dana L Smith	15/2/2022
Nicholas Enslow		15/2/2022
GREG CAULFIELD	G. Caulfield	15/2/2022
BARR CAULFIELD		15/2/2022
Denise Geeves		15/2/2022
Vince Armstrong		15/2/22
John Nichols		15.2.22
Laurie Nichols		15.2.22
Graig Nichols		15.2.22
GREENE CHERRY		15.2.22
Ebbie Hunt		15-2-22
Rob Hunt		15.2.22
Laura Mcconnon		15.2.22
John Blackwell		15-2-22
HANS STREIT		15-2-22
SUE STREIT		15-2-22
RAY Mc FLYRE		16.2.22
Lucy Blackwell		16-2-2022

**DECISION**

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

**THAT Council acknowledge receipt of the letter and advise the writer that the matter will be considered as part of the 2022/23 Budget process.**

**CARRIED**

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

### 17.2.2 Elected Member Statements

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

**Deputy Mayor E Batt** – Thanked Mayor Green for participating in the welcome and opening of the Kempton Festival on Sunday 20<sup>th</sup> February 2022. Advised that the Festival was extremely well attended and considerable funds were raised by the various Community groups (including the Church/Cemetery organisation)

**Mayor Green** – Commendation to staff on the presentation of the Kempton township for the Festival.

#### **Clr K Dudgeon**

Visited the Burke family who recently lost their house in a structure fire. Th property was insured and they appreciate the great level of community support and assistance.

Sunday 27/2/2022 – Seniors Trip to Entally House has been organised. It was advised that there are 42 participants booked to date. Thanks to Wendy and team for organising.

Nala Road / Interlaken Road – school bus service has been reinstated due to increase in the number of children in these areas.

Kempton Festival - congratulations to the Organising Committee on a highly successful day.

**17.2.3 Local Government Association of Tasmania – General Meeting (To be held 18<sup>th</sup> March 2022)**

**DECISION**

*Moved by Clr K Dudgeon, seconded by Clr R McDougall*

**THAT Council support Motions 1 and 2 (as detailed on the Agenda) and resolve not to support motions 3 and 4 for the reasons identified (and discussed).**

**CARRIED**

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

**17.2.4 Southern Central Sub-Region (SCS) – KPMG Report – ‘SCS Infrastructure Planning’**

**DECISION**

*Moved by Cllr K Dudgeon, seconded by Cllr R McDougall*

**THAT Council:**

- a) Receive a copy of the draft report; and
- b) Council endorse the Report entitled ‘SCS – Infrastructure Planning’.

**CARRIED**

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

**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 January 2022)****DECISION**

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

**THAT the Financial Report be received and the information noted.**

**CARRIED**

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

**17.3.2 Monthly Oatlands Aquatic Centre Capital Expenditure Report (period ending 31 January 2022)****DECISION**

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

**THAT the Financial Report be received and the information noted.**

**CARRIED**

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

**18. MUNICIPAL SEAL**

Nil.

## **19. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA**

### **19.1 Bagdad Community Club - Precinct Master Plan**

**AUTHOR:** GENERAL MANAGER (TIM KIRKWOOD)

**DATE:** 28 FEBRUARY 2022

#### **ISSUE**

Council to consider the proposal to engage Lange Design to prepare the Master Precinct Plan for the Bagdad Community Club property.

#### **BACKGROUND**

Council allocated an amount of \$25,000 in its 2021/22 Budget to fund the preparation of a Precinct Master Plan for the Bagdad Community Club property.

#### **DETAIL**

The attached proposal for the provision of professional Landscape Architectural Services has been submitted by Lange Design.

The proposal includes a 'Scope of Services'; which is consistent with the briefing provided to Lange Design.

**Human Resources & Financial Implications** – the total cost of the consultancy is \$19,998 (incl. GST) which is within the allocated budget. There is some scope to extend the engagement to include a 'Quantity Surveyor' at the end of the process if deemed necessary.

**Community Consultation & Public Relations Implications** – refer detail contained within the proposal.

**Policy Implications** – N/A

**Priority - Implementation Time Frame** – The initial consultation session with the representatives from the Management Committee and the key users groups is scheduled for 9th March 2022.

#### **RECOMMENDATION**

**THAT Council engage Lange Design to prepare the Bagdad Community Club Precinct Master Plan at a total cost of \$19,998 (incl. GST).**

**DECISION**

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

**THAT Council engage Lange Design to prepare the Bagdad Community Club Precinct Master Plan at a total cost of \$19,998 (incl. GST).**

**CARRIED**

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

**19.2 Aquatic Centre Project Press Release**

Refer attached Press Release (as amended).

**DECISION**

*Moved by Cllr K Dudgeon, seconded by D Fish*

**THAT Council endorse the Aquatic Centre Project Press release to be distributed 23<sup>rd</sup> February 2022.**

**CARRIED**

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



**DECISION**

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

**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.**

<b>Matter</b>	<b>Local Government (<i>Meeting Procedures</i>) Regulations 2015 Reference</b>
<i>Closed Council Minutes - Confirmation</i>	15(2)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Property Matter - Woodsdale</i>	15(2)
<i>Medical Services - Property Matter</i>	15(2)
<i>Property Development Matter</i>	15(2)(c)

**CARRIED**

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

**RECOMMENDATION**

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

**DECISION**

*Moved by Clr K Dudgeon, seconded by Clr D Fish*

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

**CARRIED**

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

**CLOSED COUNCIL MINUTES**

## **20. BUSINESS IN “CLOSED SESSION”**

### **20.1 Closed Council Minutes - Confirmation**

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

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

### **20.2 Applications for Leave of Absence**

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

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

### **20.3 Property Matter – Woodsdale**

*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.*

*Clr D Fish departed the meeting at 1.07 p.m.*

### **20.4 Medical Services – Property Matter**

*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.*

### **20.5 Property Development Matter**

*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)(c) of the Local Government (Meeting Procedures) Regulations 2015.*

**RECOMMENDATION**

**THAT Council move out of “Closed Session”.**

**DECISION**

*Moved by Clr A E Bisdee OAM, seconded by Clr A Bantick*

**THAT Council move out of “Closed Session”.**

**CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr A E Bisdee OAM	✓	
Clr K Dudgeon	✓	
Clr R McDougall	✓	

## OPEN COUNCIL MINUTES

### 21. CLOSURE

The meeting closed at 2.10 p.m.

CHAUNCY VALE WILDLIFE SANCTUARY MANAGEMENT COMMITTEE  
SOUTHERN MIDLANDS COUNCIL  
MINUTES  
OF GENERAL MEETING HELD ON MON 31<sup>ST</sup> JANUARY 2022  
AT CHAUNCY VALE RESERVE

**Present:**

Councillor Tony Bantick	Chair
Councillor Rowena McDougall	
Heather Chauncy	Chauncy Family
Ben Masterman	Chauncy Family
Jamie Ward	
Victoria Needham	
Graham Green	SMC
Cath Dickson	TLC
Ian Marmion	PWS

**Apologies:** Tony James

**1. Minutes**

The minutes of the previous meeting held on December 6<sup>th</sup> 2021 were accepted as a correct record: Moved – Jamie, seconded – Heather, carried

**2. Matters arising from the minutes**

Sean Guinane from TLC was contacted regarding goat management at the reserve(s).

New Caretaker agreement was drafted and updated to include the Caretaker's responsibility to cover the power bill. Laura was accepting of this and signed on for another 6 months.

The pit toilets and the Caretaker's septic tank were pumped out – efficient service from Peninsula Plumbing.

Conversion of Heather Chauncy's audio files to QR codes was investigated – although the original audio files could not be found in the system at Council.

### **3. Correspondence**

Chris Harman – criticism of the manner in which Chauncy Vale is managed with an alternative management style suggested. The letter was requested by Chris to be tabled at the next Council meeting and was also sent to Southern Midlands News and Gail Dennett of Conservation Landholders Tasmania. A response to the letter was written by Graham. This response was also tabled at the last Council meeting and sent to Gail Dennett. Conservation Landholders Tasmania said that they in no way shared the views or opinions of Chris Harman who, in his letter, was critical of an address that Graham made about Chauncy Vale at their most recent forum.

The letter from Chris contained content similar to that in previous letters he has sent regarding management of Chauncy Vale. The Committee agreed that Chris will never be appeased and that it's best not to invest energy into managing his viewpoints, opinion and criticisms.

Virginia Eastman – Correspondence requesting clarity as to the royalty arrangement for the Nan Chauncy biography that her mother, Berenice Eastman wrote. Heather responded to the letter.

Sean Guinane (TLC) – A request was made to Sean as to whether he could assist with goat management at the reserve based upon his experience using volunteers for goat culling on other reserves. His response was yes and that potentially as soon as March April but a bit of preparation and information would be useful – more detail under 'Other Business'.

### **4. Financial Report**

The account balance as at 25<sup>th</sup> January was \$51,034. There are several large invoices imminent including from Red Arrow for signage and interpretation panel production, from John Hughes for his track work and from Folko Kooper for wombat sculptures.

Mention was made of random items that occasionally appear in expenditure – this time \$383 for replacement of a light in the Caretakers Cottage. There was no consultation with Graham regarding this, no details as to what it was, no quote and no invoice seen. Better internal procedures are required before items are charged against the Chauncy Vale budget. Graham to ask questions.

Financial report Moved – Heather, seconded – Cath, carried

## 5. Wombat Woodland Walk Project update

*Signage and interpretations* – Signage, interpretation panels and track markers have been produced and they were unveiled at the meeting.

*Bridge* – Still no engineering drawings for the bridge support structures – hopefully they will be done soon.

*Wombats and other sculpture elements* – the wombats have been made but there is still a delay with council picking them up from Folko Kooper.

*Reporting* – The project progress report for the six months to December 31<sup>st</sup> has been submitted to the funding provider – Healthy Tasmania Fund.

## 6. Other Projects

*Thistles* – Thistle spraying and cutting is ongoing with a few hours spent on this every week.

*Community Event(s)* – It has been decided to have two community events this year:

1. Opening of the Wombat Woodland Walk (early spring). Ben suggested that we have aboriginal involvement with this, including a smoking ceremony. Cath suggested that having involvement from TAC would be appropriate as they represent the Chauncy Vale - Flat Rock country. Ian also suggested tapping into resources from Aboriginal Heritage Tasmania and also experience from aboriginal involvement at the Fagus Festival and perhaps a 'bush tucker' component. Ben suggested involving Kara Spence. Involving the Discovery Ranger Program would also be great for the kids. Heather mentioned the involvement of a politician would be appropriate. Graham to ask the funding provider who they'd prefer, otherwise Rowena suggested we could ask Leanne Minshall – the Local Party candidate.

Details around planning the event to be discussed at the next meeting in March.

2. Visit by Launceston Field Naturalists Club (mid spring) with a focus on documenting as many species as possible to hopefully improve our knowledge of the flora in the reserves. Members of the public will be invited to participate as a knowledge sharing exercise.

## 7. Tasmanian Land Conservancy Flat Rock Reserve update

*Directional signs* – Phil Laroche, together with Belle and Dan are planning the installation of some additional signs to make the route clearer, particularly in relation to old 4WD tracks. Trees down across the track need to be dealt with soon. Heather suggested making steps across trees rather than completely clearing them to deter access by trail bikes.

Cath proposed a motion to create a ‘memorandum of understanding’ to clarify roles and responsibilities on the two properties:

That: TLC take the lead role and responsibility for management of infrastructure, natural values and access on Flat Rock Reserve and that SMC take lead responsibility for management of infrastructure, natural values and the walking track network on Chauncy Vale. This objective replaces the previous verbal agreement that the ‘Natural Area’ of Chauncy Vale be managed by TLC.

Under this new MOU both SMC and TLC undertake to work together and share resources on joint projects that result in efficiencies in managing both reserves, for example: fire management; feral animal control; vegetation and wildlife monitoring; management planning; and the running of field days that involve profiling of natural values and conservation work on both reserves.

Moved: Cath

Seconded: Jamie

Carried

## 8. Other business

Goats – in correspondence with Sean Ginnane (TLC) he has confirmed that he is happy to coordinate shooters to manage goats on the reserves. Preliminary information requested by Sean is as follows:

- What , if any, permits are required to shoot goats;
- Any details about where goats are camping or feeding;
- Neighbor notification plan.

Late March to early April is a potential timeframe for the cull as the shooters should be available by then.

There was an ensuing discussion about goat management including use of a goat with a tracking collar, trapping, use of a drone or thermal camera for location identification. Ian spoke about goat management on their reserves and tabled a Parks document ‘Operation Mt Direction Feral Goat Control Orders’ for our reference.

The short term plan is that Graham will do some investigation next week to see if there is any more fresh evidence of goat presence. If not, then Cath suggested making contact with the shooters used by TLC to see if they would be willing to assist in doing some field work to scope the lie of the land and utilise their trained eye for evidence of goats.

The presence of deer in the reserves was briefly discussed and Cath spoke about TLC deer hunting trials on their other reserves. Ian mentioned it may be of value to speak to Dave Freleck of Parks who has some data on deer movements. He may be able to inform us about numbers and deer movement trends in our area.

Day Dawn Cottage maintenance, access & fence finalization – Heather mentioned that the window sills at Day Dawn Cottage are likely to need painting and also to keep an eye on the decks to make sure they are oiled (as well as outdoor furniture at other locations in the reserve).

Graham raised the issue of access to Day Dawn Cottage, specifically the rough track around the base of the deck which elderly people find difficult to negotiate. Graham to come up with a solution which may include getting John Hughes back to do some stone work. A hand rail would be a useful addition. Options for re-routing access were also discussed.

Committee agreed that in due course we should spend some funds on completing the picket fence – the final stage is along the eastern boundary but only to where the vegetation becomes thick. The back of the cottage does not require fencing.

Management Plan – The Chauncy Vale Flat Rock Reserve Joint (CVFRRJ) Management Plan is being reviewed. An advanced draft prepared by Graham was sent to Committee members. Graham called for comments or suggested edits to be received by the next meeting in March. There was then some discussion about the management planning process, including that TLC are updating their plan templates. It was agreed that the current update of the CVFRRJ Management Plan should be considered an interim update with a more exhaustive update to a new format to be compiled over the next two years. There was discussion about the original Statutory Management Plan and that although most of it is still a useful guiding document, parts have also become outdated. Ian suggested that Parks are unlikely to update the plan but it may be worth submitting the CVFRRJMP to Parks, for consideration to replace the statutory plan, once the current review is complete.

There was discussion about fire management planning and an intention was made to get Jon Marsden Smedley, and possibly others, along to a meeting in May for a discussion.

Toilets – Now that the toilets have been cleaned out we could look towards an upgraded toilet facility along the lines of what Parks have in their reserves. Graham offered to

investigate further and Ian suggested speaking with Tim Chappell who has designs and could help with costings. Grant opportunities will be investigated.

Wildcare – There was discussion about the Chauncy Vale Wildcare Group, originally set up to get volunteers for the caretaking role. Now that we have a long term caretaker the role of Wildcare has become redundant although there is an opportunity to reinvent it as a framework to have volunteers on site to assist with environmental management work. Graham to have a chat to Kim Willing and Kat Cullen about this.

## **9. Next meeting**

Proposed for Friday March 25<sup>th</sup> - to be confirmed

## LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE

### MINUTES

Monday 28<sup>th</sup> February 2022

Council Chambers  
Oatlands  
3.30 p.m.

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## LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE

### MINUTES

Monday 28<sup>th</sup> February 2022

3.30 p.m.  
Council Chambers  
Oatlands

#### MEMBERS:

##### Chairman:

Councillor Don Fish (Proxy: Ctr R McDougall)

##### Parks & Wildlife Rep:

Ian Marmion (temp) (Proxy rep: t.b.c)

##### Resident Representatives:

Mrs Maria Weeding, Mr Athol Bennett, Dr Robert Simpson,  
Mrs/Ctr Karen Dudgeon, Ms Helen Geard, Mrs Jenni Muxlow

The meeting commenced at 3.40 p.m. and Karen Dudgeon chaired the meeting.

#### 1. ATTENDANCE

Karen Dudgeon, Athol Bennett, Maria Weeding, Robert Simpson, Helen Geard.

#### 2. APOLOGIES

Councillor Don Fish and Councillor Rowena McDougall

#### 3. CONFIRMATION OF MINUTES

The Committee to confirm the 29<sup>th</sup> November 2021 minutes.

#### RECOMMENDATION

That the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting held on 29<sup>th</sup> November 2021.

#### SUB COMMITTEE RECOMMENDATION TO COUNCIL:

**MOVED** Mr Athol Bennett  
**SECONDED** Dr Robert Simpson

**THAT** the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting, held on 29<sup>th</sup> November 2021.

**CARRIED**

#### **4. BUSINESS ARISING FROM PREVIOUS MEETING**

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

Since the last meeting of the committee Specialist Landscape Services (SLS) have completed the pathway surfacing as requested. They also undertook the works required to back fill to the edges of the pathway with new soil, which has been sown with grass seed. The works were completed in late December. In early January, a section of the pathway (next section beyond the new coated surface pathway) was upgraded with a top up of crusher dust blue metal (very fine FCR). This was laid, levelled and rolled with a compaction roller. The works concluded at the point on the pathway that SMC had planning approval for.

After all accounts were paid, there is a small amount of unspent funds remaining. It is planned that a request has been submitted to the Australian Government to approve use of these funds for repairs to the bitumen surface in the car park beside the foreshore toilet block. This variation in the project will be subject to sign off by the Australian Government, and could take several weeks to be processed. The Works Department supervisor is obtaining a quote for the works, which is required to be submitted with the information to be sent to the Australian Govt as part of the request process. Funds available are in the order of \$12,000. This request will delay the final date for completion of the project.

The opening date for the project has been confirmed as Monday 21<sup>st</sup> March 2022, 10.00 a.m. on the foreshore of the Lake. Senator Claire Chandler will be available for the event.

##### **RECOMMENDATION**

That the information be noted, the project variation be pursued to expend the balance of the funds, and arrangements continue to progress for that the path opening ceremony on Monday 21<sup>st</sup> March 2022.

##### **SUB COMMITTEE RECOMMENDATION TO COUNCIL:**

###### **RESOLVED**

**THAT** the information be noted.

##### **4.2 LAKE DULVERTON & DULVERTON WALKWAY ACTION PLAN 2021**

For noting by the Committee. Since the last meeting the Lake Dulverton & Dulverton Walkway Action Plan 2021 (Edition 5) has been endorsed by Council, at the Council meeting held on 8<sup>th</sup> December 2021.

##### **RECOMMENDATION**

That the information be noted.

##### **SUB COMMITTEE RECOMMENDATION TO COUNCIL:**

###### **RESOLVED**

**THAT** the information be noted.

#### 4.3 VISITOR BROCHURE

At previous meetings it has been noted that the Interpretation and Communications section of Parks & Wildlife will be able to assist with the compilation of the brochure once we have more information as to what we want included on the brochure. Ian Marmion advised that Ingrid Albion, who works in Parks Interpretation section would be able to help, although she is not a graphic designer. Ian advised that sending an email to Hannah Eames (who is head of the Interpretation section) would be the first step, requesting that permission be given for Ingrid to help, seeing if they have images of some of the fauna and / or flora we would like to include in the brochure and also advise on layout and printing options. Ian to send details re the contacts at Parks.

There was mention of the local photographer Denise Smith –who may be able to assist with some of the images. D Smith to be contacted.

To date a draft brochure has been developed. The initial draft was discussed at the meeting. More work to be done before being able to send off to a graphic design person.

#### RECOMMENDATION

That the committee note the information and that work to progress the brochure proceed.

#### SUB COMMITTEE RECOMMENDATION TO COUNCIL:

##### RESOLVED

THAT the information be noted and work to progress the brochure proceed.

#### 4.4 CALLINGTON PARK TABLE AND SEAT

The table and seat combination ordered prior to Christmas is due to be dispatched from Albury NSW on 28<sup>th</sup> Feb.

The committee need to decide if we wish to have a working bee to install a slab – or the works department be requested to make the slab. It was decided that the Council would be bet to install the items due to time constraints of many of our committee members.

#### RECOMMENDATION

That the committee note the information and that work to progress installation of the table and seat proceed and the committee request the Works Department to install the slab, table and seat.

#### SUB COMMITTEE RECOMMENDATION TO COUNCIL:

##### RESOLVED

THAT the information be noted and work to progress installation of the table and seat proceed and the committee request the Works Department to install the slab, table and seat.

#### **4.5 SEATS – REPLACEMENT ON LAKE FORSHORE**

At the last meeting it was agreed to purchase replacement seats for two existing two seats on the Lake foreshore at Mahers Point (Council land). The seats should arrive at the same time as the Callington Park table and seats.

#### **RECOMMENDATION**

That the committee have a working bee to install the seats.

#### **SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:**

##### **RESOLVED**

**THAT** the committee have a working bee to install the seats and the date to be decided on 21<sup>st</sup> March, after the path opening event.

#### **4.6 CALLINGTON PARK – UNISEX ACCESSIBLE TOILET + BABY CHANGE TABLE – PROPOSAL**

The Oatlands Structure Plan 2021 (refer to Section 4, Action 1.3) identified the strong community desire to have a toilet facility close to the playground at Callington Park. This was listed as a high priority for implementation. The committee spent time last meeting on site and had considerable discussion on this matter. This was documented in detail as part of the minutes – 29 Nov 2021.

Council have nominated this project as one of a number of projects for consideration by the Australian Government for potential funding as part of the up coming Federal election.

#### **RECOMMENDATION**

That the committee continue to progress the idea of a unisex accessible toilet with a baby change table incorporated into the design.

#### **SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:**

##### **RESOLVED**

**THAT** the information be noted and the committee continue to progress the idea of a unisex accessible toilet with a baby change table incorporated into the design. Maria to progress with design options for the next meeting.

#### **5.0 TREASURER'S REPORT**

A statement detailing Receipts and Expenditure for the financial year to date was tabled at the meeting. See attached.

#### **RECOMMENDATION**

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

**SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:**

**MOVED** Dr Robert Simpson

**SECONDED** Mr Athol Bennett

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

**CARRIED**

**6.0 OTHER MATTERS**

**6.1 LAKE DULVERTON – BIRD REPORT**

Shirley Fish sent a report to Maria noting that she had seen birds around Lake Dulverton - 4 White-Bellied Sea Eagles, 2 Black-fronted Dotterels and 329 Mask Lapwings.

**6.2 CUMBUNGI – LAKE DULVERTON**

Cumbungi in Lake Dulverton has become a big problem this year. Suspect it has ‘taken off’ in some locations due to a patch that was not found / controlled in the 2020/2021 season. Work is continuing to control the current Cumbungi infestations.

**7.0 NEXT MEETING**

Monday 11<sup>th</sup> April 2022 at 3.30 p.m.

The meeting closed at 5.00 p.m.

\* \* \* \* \*

CONFIRMED THIS ..... DAY OF....., 2022

.....CHAIRMAN

\* \* \* \* \*

**SOUTHERN MIDLANDS COUNCIL**  
**LAKE DULVERTON / CALLINGTON PARK MANAGEMENT COMMITTEE**

**STATEMENT OF RECEIPTS AND PAYMENTS**  
**FOR THE PERIOD 1<sup>st</sup> JULY 2021 TO 28<sup>th</sup> FEBRUARY 2022**

<u>RECEIPTS</u>		<u>PAYMENTS</u>	
Opening Balance 01.07.21 Commonwealth Bank Account *	\$ 20,541.69		
Lake Dulverton - Foreshore Improvements New	\$ 85,000.00	Project G3020006 (Lake Dulverton Pathway)	\$ 210,424.01 W/P 30.06.21 \$121,583.30
Lake Dulverton - Foreshore Improvements Upgrade	\$ 135,000.00		
Callington Park - two seats with back & arm rests	\$ 7,000.00	Project C3020002	\$ 4,666.67
Callington Park - lighting and surveillance	\$ 6,000.00	Project C3020002	\$ 7,428.00
Lake Dulverton - Committee Budget	\$ 2,000.00	Project 302 - 7053 (Lake Dulverton)	\$ 314.40 Advertising Lake Dulverton Management Plan
Lake Dulverton foreshore - solar Lights	\$ 1,800.00	Project 302- 5015 (Dulverton Corridor)	
Lake Dulverton Brochures (Tourism)	\$ 5,000.00	Project 407 - 7057 (Callington Park)	\$ 287.68 Bubbler
Tas Irrigation - Water Operational Costs	\$ 25,800.00	Operational Charge (Oct/Nov)	\$ 6,450.00
Callington Park - repairs to well	\$ 2,000.00	Asset Renewal Levy (Oct/Nov)	\$ 2,552.05
Interest	\$ -	Water Usage (Dec)	\$ 19,904.86
Donations	\$ 330.00	Bank Charges	\$ -
		Total Expense to date	<u>\$ 252,047.67</u>
		Funds on hand	<u>\$ 38,424.02</u>
			<u>\$ 290,471.69</u>

**Funds on hand are represented by:**

Comm. Bank Account No.06 7004 28003859 - 01.07.21	\$ 20,541.69
Special Projects - Unexpended Budget	\$ 17,882.33
	<u>\$ 38,424.02</u>

# Woodsdale Community Memorial Hall

Est. 1905

## Minutes

FOR

General Committee Meeting

On

Sunday 7<sup>th</sup> February 2022

At

Woodsdale Hall – Commencing at 7.00pm

### 1. Welcome/opening

1.1 The President welcomes members to the meeting.

1.2 The President declares the meeting open at 7.10pm

2. **Attendance:** President Mrs Kaye Rowlands, Vice President Mrs Ann Scott, Mr Leon Scott, Ms Alyson Scott, Mrs Marion Wiggins, Mrs Sally Stubs and Council Representative Councillor Mrs Karen Dudgeon.

3. **Apologies** Secretary/Treasurer Ms Kate Bourne

3.1 **Moved by** Mrs Marion Wiggins that the apology be accepted

**Seconded:** Mr Leon Scott

**Motion Carried**

4. **Confirmation of Minutes of last Meeting 5<sup>th</sup> December 2021**

**Moved by** Mrs Sally Stubs that the minutes be accepted

**Seconded:** Ms Alyson Scott

**Motion Carried**

5. **Business Arising from Previous Minutes of 5<sup>th</sup> December 2021**

**NIL**

6. **Financial Report:**

Treasurers Report from the Christmas Gathering was \$872.55 profit.

Mrs Kaye Rowlands thanked everyone for there help and support at the Christmas gathering.

**This Financial Report was not tabled at the meeting, and will have to be accepted at the next General Committee Meeting in March 2022**

7. **Consideration of Correspondence**

7.1 **In –** Woodsdale Football Club sent an Invoice for \$2,500.00 for Donation as agreed previously.

7.2 **Out –** Nil - Names and Addresses were required by Secretary for the Thankyou Cards etc.

**8. General Business:**

**8.1** Mrs Kaye Rowlands had a telephone call from the Central Highlands Seniors. They normally come to the Woodsdale Hall for a luncheon every second year. Thinking this would be cancelled but if trip does go ahead, it was discussed how much to charge if trip goes ahead. It was decided that a charge of \$30 pp. which would include a visit to the museum.

**8.2** Another discussion was held re gifting some money vouchers to Mr Stephen & Mrs Therese Bourke as their home was completely destroyed by Fire. Harris Scarfe voucher and a Supermarket voucher were discussed.

**Moved by** Mrs Ann Scott that vouchers to the value of \$500 be purchased by Mrs Kaye Rowlands and Mrs Karen Dudgeon be purchased.

**Seconded by** Ms Alyson Scott  
**Motion Carried**

**8.3** Ms Alyson Scott asked if the committee would be willing to change the time of the General Meetings back ½ hour to 7.30pm. This was unanimously agreed to by all present at the meeting.

**9. Bookings -**

**9.1** Hairdresser's next visit is scheduled for the 12<sup>th</sup> of March 2022

**9.2** Luncheon for Central Highland Seniors 2<sup>nd</sup> of April 2022

**Next General Committee Meeting to be held at the Hall on 4<sup>th</sup> February 2022 at 7.30pm**

**Meeting Closed at 7.45pm**



**SOUTHERN TASMANIAN COUNCILS AUTHORITY  
DRAFT MINUTES**

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

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

- 1. Welcome and apologies**  
The Chair opened the meeting at 11.10am.  
Apologies for the meeting were noted and are listed above.
- 2. Confirmation of the minutes of the meeting held on 22 November 2021**

***RECOMMENDATION***

***That the minutes of the meeting of the Southern Tasmanian Councils Authority (STCA) Board held on 22 November 2022 be confirmed as a true record of that meeting.***

***Moved: Mayor Enders***  
***Seconded: Mayor Gray***

***CARRIED***



**3. Matters Arising**

Nil

**4. Brighton Council Update**

Brighton General Manager James Dryburgh gave a presentation on where Brighton Council are at.

**5. Regional Economic Development Strategy**

James Dryburgh gave a brief update on the Regional Economic Development Strategy. James spoke of the KPMG Infrastructure Planning report currently being drafted and will forward a copy when it has been endorsed.

**6. Biochar Demonstration Project**

Deputy Lord Mayor Burnet discussed the small-scale project recently conducted. She also asked for resources for m other Councils to assist, Helen to send an out of session email to STCA Board.

**RECOMMENDATION**

***STCA investigate opportunities for a larger scale project across other Council's natural resource operations.***

**Moved: Mayor Gray**

**Seconded: Mayor Enders**

**CARRIED**

**7. 2022/23 STCA Proposed Draft Budget**

The Chair discussed the carried forward items and the two new proposed budget items of:

*New proposed budget items 2022/23*

- \$20,000 for Boxthorn Biochar trial
- \$30,000 contribution for RCCI project communications

*Carried forward budget items from 2021/22 to 2022/23*

- \$171,520 Administration
- \$ 76,090 Regional Climate Change
- \$ 30,000 Waste Communications
- \$ 20,000 Regional Economic Development Strategy
- \$ 23,000 Regional Planning Initiative

The carried forward figures were taken from Actuals on the December 2021 Financial Report and will be subject to change.



The 2022/23 budget document will be finalised and presented to the May 2022 STCA Board meeting.

**Moved:** Deputy Lord Mayor Burnet

**Seconded:** Mayor Vincent

**CARRIED**

## 8. 2022/23 Budget Community Consultation

The STCA Board note that the Chair made a submission as part of the 2022/23 Tasmanian Budget community consultation process.

## 9. Regional Climate Change Initiative

### Recommendations:

1. Developing a Tasmanian Local Government Climate Strategy and Council Climate Action Plans' (the Project).

**Recommendation – That:**

**Consideration is given for the provision of funds to support engagement of dedicated communication resource to support the Project and its delivery to non- technical audiences.**

2. The Regional Strategy- Adapting to a Changing Tasmanian Coastline

**Recommendation –That:**

**The draft Regional Strategy Adapting to a Changing Coastline in Tasmania, Attachment 1 of this report, is released to:**

- Southern Tasmanian councils for (i) comment and (ii) endorsement
- North west and north east councils for information and comment
- Stakeholders, private, non-Government organisations for information and comment

**The consultation will be for a period of at least 6 weeks with a report provided to the STCA Boards meeting May 2022.**

3. State-wide proposal for Implementing Climate Change Action Planning in Local Government

**The STCA Board endorse the State-wide proposal for Implementing Climate Change Action Planning in Local Government Attachment 2 of this report**

**The STCA Chair and RCCI Chair write to, and seek meetings with, advocating for support and implementation of 'the State-wide proposal for Implementing Climate Change Action Planning in Local Government':**



- **Minister for Climate Change MP Jaensch**
- **Local Government Association of Tasmania, EO**
- **Greater Hobart Partnership – General Managers Forum**
- **Northern and Cradle Coast Councils and Associations**

**Moved:** **Deputy Lord Mayor Burnet**

**Seconded:** **Mayor Enders**

**CARRIED**

**10. Representation Updates**

**10.1 PESRAC -Southern Committee**

Mayor Vincent gave a brief update on the activities of PESRACs Southern Committee

**10.2 Destinations Southern Tasmania**

Mayor Spaulding provided the Board a brief update on Destinations Southern Tasmania

**10.3 TasWater**

The Chair gave an update on TasWater, he also advised the new CEO has not started yet.

**11. Update on Projects**

**11.1 South East Regional Development Authority (SERDA)**

Mayor Vincent gave an update on South East Regional Development Authority and advised the employment hub is progressing nicely.

**11.2 South Central Sub-region committee**

- James Dryburgh gave an update on the South Central Sub-region he advised Mayor Gray is the new Chair of the committee.
- The KPMG Infrastructure report has been drafted and waiting Council endorsement.
- The new South Central Workforce Development Jobs Hub was officially opened at Pontville by Minister Jaensch.

**12. Financial Statement**

The Board reviewed and noted the December 2021 Financial Statement Report.

**Moved:** **Mayor Spaulding**

**Seconded:** **Mayor Gray**

**CARRIED**



**13. Governance and Audit Committee meeting minutes**

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

**Moved:** Deputy Lord Mayor Burnet

**Seconded:** Tim Kirkwood

**CARRIED**

**14. Central Hobart Precincts plan presentation**

Sandra Hogue, Project Manager of Central Hobart Precincts Plan from City of Hobart gave a presentation to the Board.

**15. Other Business**

**Metro Council to be invited to re-join the STCA committee**

The Chair gave an update on the progress of encouraging the three other Southern Councils to re-join STCA Board.

**2 Reports**

Deputy Lord Mayor Burnet spoke about to interesting reports:

- Victorian Councils' alliance for "Home- The Council Alliance for Sustainable Built Environment (CASBE)
- UNOT – Youth Network of Tasmania report on Public Transport needs of young people

Megan, to email both reports to Board members out of session.

**Regional Waste Joint Authority**

The Chair discussed the Regional Waste Joint Authority effective from 1 July 2022.

**16. Next Meeting**

It was agreed that Sorell Council would host the next meeting which is to take place on Monday 23 May 2022 at 11.00am.

**17. Meeting closed at 12.45 pm.**



# **Commonwealth Standard Grant Agreement**

between the Commonwealth represented by

**Department of Industry, Science, Energy and Resources**

and

**<Grantee>**

NB: This is an example standard grant agreement intended for use with the Black Summer Bushfire Recovery Grants. The Commonwealth reserves the option to amend or adjust the form of the grant agreement.

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## Grant Agreement <grant number>

Once completed, this document, together with the Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	<entity name>
Legal entity type (e.g. individual, incorporated association, company, partnership, etc)	<ABR entity type>
Trading or business name	<trading name>
Any relevant licence, registration or provider number	Not applicable
Australian Business Number (ABN) or other entity identifiers	<ABN>
Australian Company Number (ACN)	<ACN>
Registered for Goods and Services Tax (GST)?	<GST status + if statement>
Date from which GST registration was effective?	<GST registered date>
Registered office address	<ABR registered address> <city> <state> <postcode>
Relevant business place	<business street address> <city> <state> <postcode>

#### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Industry, Science, Energy and Resources  
of 10 Binara Street CANBERRA ACT 2600  
ABN 74 599 608 295

The Department of Industry, Science, Energy and Resources will manage the Agreement on behalf of the National Recovery and Resilience Agency.

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

## Grant Details <grant number>

### A. Purpose of the Grant

The Grant is being provided as part of the <grant opportunity name> grant opportunity.

<Grant opportunity objectives>

<Grant opportunity outcomes>

### B. Activity

The Activity is made up of the Grantee's project and all eligible project activities as specified in these Grant Details.

#### Project title

<project title>

#### Project scope and description

<detailed project description>

#### Project outcomes

<project outcomes>

You project must include activities delivered in a Local Government Area (LGA) that activated Disaster Recovery Funding Arrangements (DRFA) as a consequence of the 2019-20 Bushfires:

<Project LGA/s>.

In undertaking the Activity, the Grantee must comply with the requirements of the grant opportunity guidelines (as in force at the time of application).

The Grantee must notify the Commonwealth about events relating to the project and provide an opportunity for the Minister or their representative to attend.

### C. Duration of the Grant

The Activity starts on <project start date> and ends on <project end date>, which is the **Activity Completion Date**.

The Agreement ends on <agreement end date> which is the **Agreement End Date**.

#### Activity Schedule

In undertaking the Activity, the Grantee will meet the following milestones by the due dates.

Milestone number	Milestone name and description	Due date
<No>	<milestone name> <milestone description>	<dd/mm/yyyy>

## D. Payment of the Grant

The total amount of the Grant is <grant amount> (plus GST if applicable).

The Grant will be provided at up to <grant percentage> per cent of eligible expenditure as defined in the grant opportunity guidelines subject to availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid according to the following schedule. Payments are subject to satisfactory progress on the project and compliance by the Grantee with its obligations under this Agreement.

Payment event	Payment amount (GST excl)	Anticipated payment date
<Payment trigger>	<insert amount>	<insert date>
<Payment trigger>	<insert amount>	<insert date>
Total	<total grant amount>	

### Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the reporting requirements (Schedule 2).

<reporting table>

During the Agreement period, the Commonwealth may ask the Grantee for ad-hoc reports on the project. The Grantee must provide these reports in the timeframes notified by the Commonwealth.

## F. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	<primary contact name>
Position	<primary contact position>
Address	<primary contact address>
Business hours telephone	<phone number>
Mobile	<mobile phone>
Email	<email address>

### Commonwealth representative and address

Name of representative	<CSM name>
------------------------	------------

Position	<CSM position>
Postal address	GPO Box 2013 CANBERRA ACT 2601
Physical address	<CSM physical address> If blank 10 Binara Street CANBERRA ACT 2600
Business hours telephone	<CSM phone>
Email	<Program email address>

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

### G. Activity Material

Not applicable

## Supplementary Terms

### ST1. Other Contributions

ST1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of Contribution	Amount (GST exclusive)	Timing
Grantee	< insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc>	\$<insert amount>	<project end date>
<name of third party providing the Other Contribution>	<insert description of contribution, e.g., cash, access to equipment, secondment of personnel etc>	\$<insert amount>	<insert date or Milestone to which the Other Contribution relates>
Total		\$<total other contributions>	

ST1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of this Agreement.

### ST2. Activity Budget

ST2.1 In this Agreement, Appropriation means money drawn from the Consolidated Revenue Fund.

ST2.2 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

<budget table>

Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

**Annual Capped Amounts**

Financial year	Annual capped amount (GST excl)
<Insert financial year: yyyy-yy>	\$<amount>
<b>Total</b>	<b>\$&lt;total grant amount&gt;</b>

ST2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.3.

ST2.5 In accordance with the Activity Budget under clause ST2.2, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the Activity Budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.7 The Grantee must give the Commonwealth:

- (a) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (b) if otherwise requested by the Commonwealth,

a revised Activity Budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised Activity Budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 If a revised Activity Budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the Activity Budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

**ST3. Intellectual property in Activity Material**

Not applicable

**ST4. Access/monitoring/inspection**

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

## ST5. Equipment and Assets

ST5.1 In this Agreement

**Asset** means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, excluding Activity Material and Intellectual Property Rights.

ST5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for more than \$10,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

<Equipment and Assets table>

ST5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired with the Grant.

ST5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.5 The Grantee agrees to maintain a register of all Assets with a value of \$10,000(including GST) or more at the time of the Asset's purchase, lease, creating or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item number	Description	Total cost (including GST)
<i>Reference</i>	<i>Description of the equipment or asset</i>	<i>Total cost of the equipment or asset</i>

ST5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

## ST6. Specified Personnel

Not applicable

## ST7. Relevant qualifications, licences, permits, approvals or skills

ST7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity, including
  - (i) <activities and qualifications>
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement in the Activity.

## ST8. Vulnerable Persons

### ST8.1 In this Agreement

- Criminal or Court Record** means any record of any Other Offence;
- Other Offence** means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
- (a) an apprehended violence or protection order made against the person;
  - (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
  - (c) violence against another person or the injury, but excluding the death, of another person; or
  - (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);
- Police Check** means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee knows the person has resided in;
- Serious Offence** means:
- (a) a crime or offence involving the death of a person;
  - (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
  - (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
  - (d) an attempt to commit a crime or offence described in (a) to (c);
- Serious Record** means a conviction or any finding of guilt regarding a Serious Offence; and
- Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

### ST8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;

- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause ST8.2 remain current for the duration of their involvement in the Activity.

ST8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
- (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

ST8.4 In undertaking a risk assessment under clause ST8.3, the Grantee must have regard to

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

ST8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

ST8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## ST9. Child safety

ST9.1 In this Agreement

- Child** means an individual(s) under the age of 18 years and **Children** has a similar meaning;

<b>Child-Related Personnel</b>	means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;
<b>Legislation</b>	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
<b>National Principles for Child Safe Organisations</b>	means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <a href="https://humanrights.gov.au/our-work/childrens-rights/projects/child-safe-organisations">https://humanrights.gov.au/our-work/childrens-rights/projects/child-safe-organisations</a> ) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;
<b>Relevant Legislation</b>	means Legislation in force in any jurisdiction where any part of the Activity may be carried out;
<b>Working With Children Check or WWCC</b>	means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

#### **Relevant checks and authority**

ST9.2 The Grantee must

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause ST9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

#### **National Principles for Child Safe Organisations and other action for the safety of Children**

ST9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause ST9.3;
- (e) provide training and establish a compliance regime to ensure that all Child Related Personnel are aware of, and comply with
  - (i) the National Principles for Child Safe Organisations;
  - (ii) the Grantee's risk management strategy required by this clause ST9.3;
  - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;

- (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses ST9.2 and ST9.3, in such form as may be specified by the Commonwealth.

ST9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause ST9.

ST9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause ST9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause ST9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause ST9.

## ST10. Commonwealth Material, facilities and assistance

Not applicable

## ST11. Jurisdiction

ST11.1 This Agreement is governed by the law of the Australian Capital Territory.

## ST12. Grantee trustee of trust (if applicable)

ST12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

ST12.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

## ST13. Fraud

ST13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

ST13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or

- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

ST13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST13.6 This clause survives the termination or expiry of the Agreement.

## ST14. Prohibited dealings

Not applicable

## ST15. Anti-corruption

ST15.1 In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice;

ST15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

ST15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

ST15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in ST15.3 in relation to the performance of the Activity.

## ST16. Step-in rights

Not applicable

## ST17. Grant administrator

Not applicable

## ST18. Management Adviser

Not applicable

## ST19. Indemnities

ST19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## ST20. Compliance with Legislation and policies

ST20.1 In this Agreement:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

ST20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) The Building Code 2016<sup>1</sup> (Building Code) and the Australian Government's Work Health and Safety Accreditation Scheme<sup>2</sup> (the Scheme).
- (b) Compliance with the [Workplace Gender Equality Act 2012](#)

## ST21. Work health and safety

ST21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.

ST21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## ST22. Transition

Not applicable

## ST23. Corporate Governance

ST23.1 In this Agreement:

**Constitution** means (depending on the context):

<sup>1</sup> The Building Code 2016 can be found at <https://www.abcc.gov.au/building-code/building-code-2016>

<sup>2</sup> The Work Health and Safety Accreditation Scheme can be found at <https://www.fsc.gov.au/what-accreditation-1>

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

ST23.2 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST23.3 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

## ST24. Counterparts

ST24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

## ST25. Secret and Sacred Indigenous Material

ST25.1 In this clause:

**Aboriginal Person** has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth);

**Aboriginal Tradition** has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);

**Indigenous Person** means a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander;

**Secret and Sacred Indigenous Material** means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and

**Torres Strait Islander** has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth)

ST25.2 The parties agree that, for the purposes of this Agreement:

- (a) the definition of Activity Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (b) the definition of Reporting Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (c) the record keeping requirements in clause 12 do not apply to any Secret and Sacred Indigenous Material; and
- (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

ST25.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.

## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### 2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

### 3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

### 4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

## 5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## 6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## 7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## 8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## 9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

## 10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within 90 days after the Activity Completion Date, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor registered under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the Institute of Public Accountants; or
- (d) a member of Chartered Accountants Australia and New Zealand;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

## 11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;

- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## 12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant and any Other Contributions separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## 13. Reporting and liaison

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

## 14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;

- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

## 15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

## 16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

## 17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

## 18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## 19. Reduction, Suspension and Termination

### 19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### 19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably

concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

### **19.3 Termination for fault**

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies;
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

## **20. Cancellation or reduction for convenience**

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and

- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and  
(b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. Survival

21.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions);
- ST4 (Access/monitoring/inspection);
- ST19 (Indemnities); and
- any other clause which expressly or by implication from its nature is meant to survive.

## 22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - (a) the Commonwealth verifying and assessing grant proposals, including a grant application;
  - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
  - (e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.

- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Sample

## Signatures

Executed as an agreement:

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources.

Name	<name>
Position	<position >
Date	<date of execution >

### Grantee

Full legal name of the Grantee	<name of the grantee> <ABN of the grantee>
Name of Authorised Representative	<name of authorised representative>
Date	<date of acceptance>

## Schedule 2 Reporting requirements

### Appendix 1

#### Black Summer Bushfire Recovery Grants - progress report requirements

You will need to provide the following information in your progress reports. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

#### Project progress

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.
- c. Is the overall project proceeding in line with your grant agreement?  
If no, identify any changes or anticipated issues. Comment on any impacts on project timing and outcomes and how you expect to manage these.
- d. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.

#### Project outcomes

- a. Outline the project outcomes achieved to date.
- b. How many jobs (headcount) have been created or retained as a result of your project to date?
- new full-time jobs created to date or jobs retained
  - new part-time jobs created to date or jobs retained
  - new contract/casual jobs created to date or jobs retained

- c. How many of these jobs are community-based?
  - new full-time jobs created to date or jobs retained
  - new part-time jobs created to date or jobs retained
  - new contract/casual jobs created to date or jobs retained
- d. If economic recovery and resilience outcomes are expected, report on the general benefits to your community to date.
- e. If social and community welfare recovery and resilience outcomes are expected, report on the general benefits to your community to date.
- f. If restoration, recovery and resilience of the built environment outcomes are expected, report on the general benefits to your community to date.
- g. Have there been any unanticipated impacts (positive or negative) from the progress of the project so far?

## Project expenditure

Provide the following information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.

Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.

- a. What is the eligible expenditure you have incurred in this reporting period?
- b. What is the estimated eligible expenditure for the next reporting period?
- c. What is the estimated eligible expenditure for remaining reporting periods in current financial year (if applicable)?
- d. What is the estimated total eligible expenditure for future financial years?
- e. What is the estimated total eligible expenditure for the project?
- f. Briefly explain the reason for any changes between the forecast and actual expenditure for the current reporting period, and any significant changes to the forecast budget for the remainder of the project.
- g. Is the project expenditure broadly in line with the activity budget in the grant agreement?  
If no, explain the reasons.

## Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from project partners or others.

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate project progress.
- b. Attach copies of any published reports and promotional material, relating to the project.

## Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 2

### Black Summer Bushfire Recovery Grants - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [portal](#). You can enter the required information in stages and submit when it is complete.

#### Project achievements

- a. Complete the following table, updating for all milestones shown in the Activity Schedule of your grant agreement.

Milestone	Agreed end date	Actual/ anticipated end date	Current % complete	Progress comments – work undertaken and impact of any delay

- b. Where applicable, describe any project activities completed during the reporting period that are not captured in the table above.

#### Project outcomes

- a. Outline the project outcomes achieved by the project end date.
- b. Do the achieved project outcomes align with those specified in the grant agreement?  
If no, explain why.
- c. Are there any planned events relating to the project that you are required to notify us about in accordance with your agreement?  
  
If yes, provide details of the event including date, time, purpose of the event and key stakeholders expected to attend.
- d. How many jobs (headcount) have been created or retained, as a result of your project?
- new full-time jobs created or jobs retained
  - new part-time jobs created or jobs retained
  - new contract/casual jobs created or jobs retained
- e. How many of these jobs are community-based?
- new full-time jobs created or jobs retained
  - new part-time jobs created or jobs retained

- new contract/casual jobs created or jobs retained
- f. If applicable, describe any overall economic recovery and resilience outcomes for the community attributable to the project such as increase in business activity – please provide examples. Were there any unexpected outcomes (positive or negative)?
- g. If applicable, describe the social and community wellbeing recovery and resilience outcomes attributable to the project – please provide examples. Were there any unexpected outcomes (positive or negative)?
- h. If applicable, describe the restoration, recovery and resilience of the built environmental outcomes attributable to the project– please provide examples. Were there any unexpected outcomes (positive or negative)?

## Project benefits

- a. What benefits has the project achieved for the community? Describe economic, social, built environment and community wellbeing outcomes as relevant with examples.
- b. What ongoing impact will the project have for the community?
- c. Did the project result in any unexpected benefits?  
If yes, explain why.
- d. Did the project result in any unexpected negative impacts?  
If yes, explain why.
- e. Is there any other information you wish to provide about your project?  
If yes, provide details.

## Total eligible project expenditure

- a. Indicate the total eligible project expenditure incurred. Eligible expenditure is divided into the same categories as the budget in your application.  
  
If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We may ask you to provide evidence of costs incurred.  
  
Refer to the grant opportunity guidelines or contact us if you have any questions about eligible expenditure.
- b. Provide any comments you may have to clarify any figures.
- c. Was the expenditure incurred in accordance with the activity budget in the grant agreement?  
  
If no, explain the reason for a project underspend or overspend, or any other significant changes to the budget.

## Project funding

- a. Provide details of all contributions to your project other than the grant. This includes your own contributions as well as any contributions from project partners or others.

## Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

## Attachments

- a. Attach any agreed evidence required with this report to demonstrate progress or successful completion of your project.
- b. Attach copies of any published reports and promotional material, relating to the project.

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 3

### Black Summer Bushfire Recovery Grants - Compliance with working with children obligations

Where applicable, you will need to answer the following questions in your annual statement of compliance. The Commonwealth reserves the right to amend or adjust the requirements.

You must submit your annual statement of compliance as you would a report on the [portal](#).

#### Statement of compliance

- 1 Is the organisation, and persons working with children on behalf of the organisation in relation to the Activity, compliant with Commonwealth, state or territory legislation?
- 2 Has the organisation completed a risk assessment in relation to the Activity and all persons who may engage with children in association with the Activity?
- 3 Has the organisation put in place an appropriate strategy to manage risks identified through the risk assessment?
- 4 Has the organisation delivered training and established a compliance regime to ensure that all persons who may engage with children are aware of, and comply with:
  - the National Principles for Child Safe Organisations
  - the risk management strategy in item 3 above
  - relevant legislation relating to requirements for working with children, including working with children checks
  - relevant legislation relating to requirements for working with vulnerable people, including working with vulnerable people checks; and
  - relevant legislation relating to mandatory reporting of suspected child abuse or neglect however described?

#### Certification

You must ensure an authorised person completes the report and can certify the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The activities undertaken and the expenditure incurred is in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

## Appendix 4

### Independent audit report

#### Background

These templates assist Grantees (and their auditors) to understand the audit requirements under a Commonwealth grant agreement administered by the Department of Industry, Science, Energy and Resources. For further information contact us on 13 28 46 or at [business.gov.au](http://business.gov.au).

When an independent audit report is required under our grant agreements the Grantee must provide us with:

- a statement of grant income and expenditure against the expenditure categories under the grant agreement (attachment A)
- an independent audit report on the statement of grant income and expenditure (attachment B)
- certification of certain matters by the auditor (attachment C).

You can find additional information on the grant opportunity relevant to your grant at [business.gov.au](http://business.gov.au) or by calling us on 13 28 46.

#### Eligible expenditure

Advice on eligible expenditure for projects under the grant opportunity can be found in grant opportunity guidelines. These guidelines are revised from time to time and therefore more than one version of the document may exist. The relevant guidelines are those that were effective at the time the Grantee's application was accepted.

It is essential that Grantees and their auditors understand the eligible expenditure requirements because these determine whether, and the extent to which, certain costs are reportable and claimable.

The amount of grant funding we approve is based on the Grantee's estimated eligible expenditure, as provided in their application. However, the grant funding any Grantee is ultimately entitled to receive is determined against actual eligible expenditure incurred and paid for on the project. The grant amount specified in the grant agreement is the **maximum** amount the Grantee may be paid.

The expenditure reported in the 'statement of grant income and expenditure' at attachment A must represent actual 'eligible expenditure' paid on the project during that period.

## Attachment A – Statement of grant income and expenditure

Grant opportunity name	[grant opportunity name]
Project number	[project number]
Grantee	[organisation]
Project title	[project title]
Reporting period start date	[project start date or other reporting period start date]
Reporting period end date	[project end date or other reporting period end date]

This statement of grant income and expenditure must be prepared by the Grantee and contain the following:

- Statement of funds, Grantee contributions and other financial assistance\*
- Statement of eligible expenditure\*
- Notes to the statement of eligible expenditure, explaining the basis of compilation
- Certification by directors of the Grantee
- \*We will compare this information to that detailed in the grant agreement.

### 1. Statement of funds, Grantee contributions and other financial assistance

Complete the following table for all cash [and in-kind] contributions for your project for the period in question, including

- the grant
- other government funding
- your own contributions
- partner or other third party contributions
- any additional private sector funding.

Insert rows as required.

Contributor	Cash amount (GST excl)	[Estimated in-kind amount (GST excl)]	Total (GST excl)
Grant	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Grantee	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
[enter contributor]	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]
Total	[\$[enter amount]]	[\$[enter amount]]	[\$[enter amount]]

## 2. Statement of eligible expenditure

You must provide detail of the eligible expenditure that has been incurred and paid for during the reporting period in the 'Statement of eligible expenditure' spreadsheet.

Comment on any variance between the expenditure items and amounts detailed in the grant agreement and the actual items and amounts detailed in the attached statement of eligible expenditure.

[enter details]

## 3. Note to the statement of eligible expenditure

### 3.1 Eligible expenditure

The eligible expenditure as reported in the statement of eligible expenditure is in accordance with the grant opportunity guidelines.

### 3.2 Basis of compilation

This statement of eligible expenditure has been prepared to meet the requirements of the grant agreement between [enter Grantee name] and the Commonwealth represented by the Department of Industry, Science, Energy and Resources. Significant accounting policies applied in the compilation of the statement of grant income and expenditure include the following:

[enter details]

4. Certification by directors [if not director, replace with appropriate equivalent]

[Grantee name]

[Project number]

For the period [dd/ mm/yyyy] to [dd/ mm/yyyy]

We confirm that, to the best of our knowledge and believe, having made such enquiries as we considered necessary for the purpose of appropriately informing ourselves:

**Statement of grant income and expenditure**

- a. We have fulfilled our responsibilities for the preparation of the statement of grant income and expenditure in accordance with the cash basis of accounting and the terms of the grant agreement with the Commonwealth, represented by the Department of Industry, Science, Energy and Resources dated [enter date]; in particular, the statement of grant income and expenditure presents fairly in accordance therewith.
- b. All events subsequent to the date of the statement of grant income and expenditure which require adjustment or disclosure so as to present fairly the statement of grant income and expenditure, have been adjusted or disclosed.
- c. [Where applicable] The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the statement of grant income and expenditure as a whole. A list of the uncorrected misstatements is attached to this representation letter.
- d. That all Grantee contributions and other financial assistance were spent for the purpose of the project and in accordance with the grant agreement and that the Grantee has complied with the grant agreement and relevant accounting policies.
- e. That salaries and allowances paid to persons involved in the project are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations.

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

Signature .....

Name [enter name]

Director

Date [dd/mm/yyyy]

5. For Auditor use only

I certify that this statement of grant income and expenditure is the one used to prepare my independent audit report dated [enter date] for the Department of Industry, Science, Energy and Resources.

Signature .....

Name [enter name]

Position [enter position]

Auditor's employer [enter employer name]

Date [dd/mm/yyyy]

Sample

## Attachment B - Independent audit report

### Background for auditors

The purpose of the independent audit report is to provide us with an auditor's opinion on the Grantee's statement of grant income and expenditure. The statement of grant income and expenditure is prepared by the Grantee to correspond with the expenditure reported to the department by the Grantee for the same period, in the process of claiming grant payments.

The independent audit report must be prepared by a person who is an approved auditor.

An approved auditor is a person who is:

- a. registered as a company auditor under the *Corporations Act 2001* or an appropriately qualified member of Chartered Accountants Australia and New Zealand, or of CPA Australia or the Institute of Public Accountants; and
- b. not a principal, member, shareholder, officer, agent, subcontractor or employee of the Grantee or of a related body corporate or a Connected Entity.

The audit should be undertaken and reported in accordance with Australian Auditing Standards.

The independent audit report must follow the required format and include any qualification regarding the matters on which the auditor provides an opinion. We may follow up any qualifications with the Grantee or auditor. The independent audit report must be submitted on the auditor's letterhead.

Auditors must comply with the professional requirements of Chartered Accountants Australia and New Zealand, CPA Australia and the Institute of Public Accountants in the conduct of their audit.

If the auditor forms an opinion that the statement of grant income and expenditure does not give a true and fair view of the eligible expenditure for the period, the independent audit report should be qualified and the error quantified in the qualification section of the independent audit report.

The required independent audit report format follows.

## Auditor's report

Independent audit report in relation to [Grantee name]'s statement of grant income and expenditure to the Commonwealth, represented by the Department of Industry, Science, Energy and Resources (the department).

We have audited:

- a. the accompanying statement of grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy], a summary of significant accounting policies and other explanatory information, and management's attestation statement thereon (together "the financial statement"). The financial statement has been prepared by management using the cash basis of accounting described in note 3.2 to the financial statement; and
- b. [Grantee name]'s compliance with the terms of the grant agreement between [Grantee name] and the Commonwealth dated [date of agreement] for the period [dd/mm/yyyy] to [dd/mm/yyyy] (the grant agreement).

We have:

- a. reviewed [Grantee name]'s statement of labour costs in support of its claim of eligible expenditure; and
- b. performed limited assurance procedures on [Grantee name]'s statement of employee numbers under the grant agreement].

### *Management's responsibility*

Management is responsible for:

- a. the preparation and fair presentation of the financial statement in accordance with the basis of accounting described in note 3.2, this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in accordance with the grant agreement;
- b. compliance with the terms of the grant agreement;
- c. the preparation of the statement of employee numbers and labour costs in support of eligible expenditure; and
- d. such internal control as management determines is necessary to:
  - i. enable the preparation of the financial statement and the statement of [employee numbers and ]labour costs that are free from material misstatement, whether due to fraud or error; and
  - ii. enable compliance with the terms of the grant agreement.

### *Auditor's responsibility*

Our responsibilities are:

- a. To express an opinion, based on our audit, on:
  - i. the financial statement; and
  - ii. [Grantee name]'s compliance, in all material respects, with the terms of the grant agreement; and

- b. To conclude based on:
  - i our review procedures, on the statement of labour costs; and
  - ii our limited assurance procedures on the statement of employee numbers.

We conducted our audit of the financial statement in accordance with Australian Auditing Standards; our audit of compliance with the grant agreement in accordance with ASAE 3100, our review of the statement of labour costs in accordance with ASRE 2405; and our limited assurance procedures on employee numbers in accordance with ASAE 3000]. The applicable Standards require that we comply with relevant ethical requirements and plan and perform our work to:

- a. obtain reasonable assurance about whether the financial statement is free from material misstatement and that [Grantee name] has complied, in all material respects, with the terms of the grant agreement; and
- b. obtain limited assurance as to whether anything has come to our attention that causes us to believe that the statements of employee numbers and labour costs are materially misstated.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement and about the Grantee's compliance with the grant agreement. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Grantee's preparation and fair presentation of the financial statement, and to the Grantee's compliance with the grant agreement, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grantee's internal control. An audit also includes evaluating the appropriateness of accounting policies used by management, as well as evaluating the overall presentation of the financial statement.

A review consists of making enquiries and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the statement of labour costs.

A limited assurance engagement undertaken in respect of the statement of employee numbers, in accordance with ASAE 3000 involves [level of detail about procedures to be determined by the auditor]. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement; and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion, review and limited assurance conclusions.

### *Opinion*

In our opinion:

- a. the financial statement presents fairly, in all material respects, the grant income and expenditure of [Grantee name] for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with the cash basis of accounting described in note 3.2 and the terms of the grant agreement, dated [date of agreement], with the Commonwealth; and

- b. [Grantee name] has complied, in all material respects, with the requirements of the grant agreement between the organisation and the Commonwealth dated [date of agreement], for the period [dd/mm/yyyy] to [dd/mm/yyyy].

*Basis of Accounting and Restriction on Distribution*

Without modifying our opinion, we draw attention to note 3.2 to the financial statement, which describes the basis of accounting. The financial statement is prepared to provide information to the department in accordance with the grant agreement, dated [date of agreement]. As a result, the financial statement may not be suitable for another purpose.

*Use of Report*

This report has been prepared for [Grantee name] and the department in accordance with the requirements of the grant agreement between [Grantee name] and the Commonwealth, dated [date of agreement]. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than [Grantee name] and the department, or for any purpose other than that for which it was prepared.

*Conclusions*

Based on:

- a. Our review, which is not an audit, nothing has come to our attention that causes us to believe that the statement of labour costs in the period [dd/mm/yyyy] to [dd/mm/yyyy] is not, in all material respects, fairly presented in accordance with the grant agreement dated [date of agreement] with the Commonwealth; and
- b. The procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the statement of employee numbers as at [dd/mm/yyyy] is not prepared, in all material respects, in accordance with the grant agreement dated [date of agreement] with the Commonwealth].

Auditor's signature .....

Name [enter name]

Auditor's employer [enter employer name]

Employer's address [enter address]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

## Attachment C - Certification of certain matters by the auditor

The department also requires a certification of certain matters by the auditor in addition to the independent audit report. This should be submitted with the statement of grant income and expenditure and independent audit report.

The auditor who signs this certification must also initial and date a copy of the Grantee's statement of eligible expenditure. The department will not accept an independent audit report that lacks this attachment.

The required format of certification is on the following page.

Sample

[print on auditor letterhead]

[addressee]

Department of Industry, Science, Energy and Resources  
GPO Box 2013  
Canberra ACT 2601

I understand that the Commonwealth, represented by the Department of Industry, Science, Energy and Resources and [Grantee name] have entered into a grant agreement for the provision of financial assistance under the [grant opportunity name] to the Grantee for the project. A condition of funding under the grant agreement is that the Grantee provides a statement of grant income and expenditure certifying that expenditure on approved project items has been incurred within the relevant audit period and paid in accordance with the grant opportunity guidelines, and is supportable by appropriate documentation.

In fulfilment of the condition, I hereby certify that:

- a. I am a member of Chartered Accountants Australia and New Zealand/ CPA Australia/ the Institute of Public Accountants (as a Public Practice Certified Member).
- b. I have prepared the independent audit report on [Grantee name]'s, statement of grant income and expenditure in accordance with the details of the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy].
- c. I have reviewed the grant agreement between the Grantee and the Commonwealth, project no [project no] dated [dd/mm/yyyy], and related grant opportunity guidelines and understand the requirements pertaining to financial reporting and eligible expenditure contained therein.
- d. I have signed the attached copy of [Grantee name]'s statement of eligible expenditure that I used to prepare the independent audit report.
- e. I have complied with the professional independence requirements of Chartered Accountants Australia and New Zealand/ CPA Australia/the Institute of Public Accountants. I specifically certify that I:
  - i am not, and have not been, a director, office holder, or employee of [Grantee name] or related body corporate of [Grantee name]
  - ii have not been previously engaged by [Grantee name] for the purpose of preparing their [grant opportunity name] application or any report required under the grant agreement
  - iii have no financial interest in [Grantee name].

Signature .....

Name [enter name]

Qualifications [enter qualification]

Position [enter position]

Date [dd/mm/yyyy]

<b>Project Start Date</b>	Agreement execution date		
<b>Project End Date</b>	29/08/2022		
<b>Title and description</b>	<b>Milestone Start Date</b>	<b>Milestone End Date</b>	<b>Milestone adjustments</b>
Prepare the site. Clear site and prepare base for construction.	01/04/2022	04/04/2022	Start date adjusted from 06/12/2021 - projects cannot commence before 01/04/2022. End date adjusted from 09/12/2021 to fit timelines.
Excavate trench and install pipeline. Install fibre communications, backfill, reinstate surfaces.	01/04/2022	16/05/2022	Start date adjusted from 06/12/2021 and end date adjusted from 20/01/2022 to fit timelines.
Construct six reinforced concrete waste water storage tanks on the site.	08/04/2022	14/06/2022	Start date adjusted from 13/12/2021 and end date adjusted from 18/02/2022 to fit timelines.
Fabricate and install water treatment on site, piped into water storage tanks.	06/05/2022	31/05/2022	Start date adjusted from 10/01/2022 and end date adjusted from 04/02/2022 to fit timelines.
Test and commission water treatment, tank storage system and backwash tank pumps.	27/06/2022	28/06/2022	Start date adjusted from 03/03/2022 and end date adjusted from 04/03/2022 to fit timelines.
Plant 500 blackwood trees to screen waste water tank farm site.	20/08/2022	29/08/2022	Start date adjusted from 26/04/2022 and end date adjusted from 05/05/2022 to fit timelines.

LOCAL GOVERNMENT ACT 1993

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 20A	Powers of Entry		Deputy General Manager; Manager - Development & Environmental Services; Manager - Infrastructure & Works; Manager - Heritage Projects; Manager - Natural Resource Management; Senior Planning Officer; Planning Officer; Animal Control Officers; Environmental Health Officer; Works Coordinators (North & South); Permit Authority(s); Weeds Officer (Helen Geard); Weeds Officer (Mary Smyth).	General Manager
S 74	Expenditure - A council may expend its funds for the purpose of exercising its powers or carrying out its functions under this or any other Act within the estimates adopted under section 82 .	In accordance with Councils Goods & Services Purchasing Policy	Council officers (as per Policy) Manager - Corporate Services; Senior Admin Officer (Oatlands); Finance Officer - Authority to sign cheques; approve electronic transactions to pay expenses incurred	General Manager
S 74	Expenditure - A council may expend its funds for the purpose of exercising its powers or carrying out its functions under this or any other Act within the estimates adopted under section 82 .	Authority to sign cheques; approve electronic transactions to pay expenses.	Manager - Corporate Services; Senior Admin Officer (Oatlands) & Finance Officer	General Manager
S 75	Investments	In accordance with Councils Investment Policy	Manager - Corporate Services & Finance Officer	General Manager
S 76	Write off bad debts	Not to exceed \$500. Only where reasonable attempts have been made to recover the debt or if the costs of recovery are likely to equal or exceed the amount to be recovered.	Manager - Corporate Services	General Manager
S 77(1)	Payments of grants and benefits	Subject to budget approval & Council Policy	Deputy General Manager; Manager - Corporate Services	General Manager
S 81	Authorised deposit-taking institution accounts - A council may establish and maintain in its corporate name such authorised deposit-taking institution accounts as it considers necessary.		Manager - Corporate Services	General Manager
S 92	General Rates - Adjustment of amount payable (Supplementary valuations)		Manager - Corporate Services	General Manager
S 110	Record of rates		Manager - Corporate Services	General Manager
S 129	Remission of rates	In accordance with Council Policy	Manager - Corporate Services	General Manager
S 132	Certificate of liabilities - On receipt of an application, the general manager is to issue a certificate containing the details referred to in subsection (1) .		Manager - Corporate Services & Senior Admin Officer (Oatlands)	General Manager
S 133	Recovery of rates		Manager - Corporate Services	General Manager
S 134	Recovery of rates from certain persons		Manager - Corporate Services	General Manager
S 135	Rents under leases, &c., for unpaid rates		Manager - Corporate Services	General Manager

## Attachment AGENDA ITEM 17.1.1

S 136	Indemnity		Manager - Corporate Services	General Manager
S 137	Sale of land for unpaid rates	Report to Council prior to action being taken	Manager - Corporate Services	General Manager
S 139A	Register of money		Manager - Corporate Services	General Manager
S 182©	Fencing land - relating to the keeping of domestic animals only		Animal Control Officer	General Manager
S 193	Establishment of pounds		Animal Control Officer(s)	General Manager
S 194	Impounding of Animals		Animal Control Officer(s)	General Manager
S 195	Notice of Impounding		Animal Control Officer(s)	General Manager
S 196	Fees, costs and charges - The owner of an impounded animal is liable to pay the fees, costs and charges incurred by the council in respect of the impounding, maintenance and treatment of the animal.		Animal Control Officer(s)	General Manager
S 197	Sale or destruction of unclaimed animals		Animal Control Officer(s)	General Manager
S 198	Destruction of animals		Animal Control Officer(s)	General Manager
S 198A	Operation of private pounds		Animal Control Officer(s)	General Manager
S 200	Abatement notices - If a council is satisfied that a nuisance exists, the general manager must serve a notice on – (a) any person whose act or default contributes to or causes the nuisance whether or not that act or default occurs wholly or only partly in the municipal area; or (b) if the person cannot be ascertained or found, on the owner or occupier of the land on, or from which, the nuisance arises.		Animal Control Officer; Manager - Infrastructure & Works; Environmental Health Officer	General Manager
S 201	General manager may take necessary action - The general manager may take the necessary action to abate a nuisance if – (a) there is an immediate danger to any person or property; or (b) the person causing the nuisance cannot be ascertained or found; or (c) an abatement notice has not been complied with.		Animal Control Officer(s) & Manager - Infrastructure & Works	General Manager
S 337	Council land information certificate - A person may apply in writing to the general manager for a certificate in respect of information relating to land specified and clearly identified in the application.	Charge to be in accordance with S 337(8)	Manager Corporate Services; Manager - Development & Environmental Services; Executive Officer (D&ES)	General Manager

**BUILDING ACT 2016**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 24(2)	Appointment of Permit Authority(s)		Permit Authority - Building (Linda Cartledge) Permit Authority - Plumbing (Phillip Krause)	General Manager General Manager
S 27(3) (4) S 41(2)	Records of permit authority Councils The general manager of a council may, at all reasonable times, enter any premises or land where there is a building, temporary structure, building work, plumbing work or demolition work, if necessary to perform a function or exercise a power under this Act.		Permit Authority(s) Permit Authority(s)	General Manager General Manager
S 70(1)	Works on contaminated or undrainable premises Be satisfied that land which is contaminated, unhealthy and not suitable for a particular purpose, has been cleaned or remedied.		Environmental Health Officer	General Manager
S 70(2)	Works on contaminated or undrainable premises Be satisfied that the surface of land is capable of being drained into an existing stormwater drain or channel or other suitable outlet.		Permit Authority - Plumbing	General Manager
S 73 S 309	Works involving, or in proximity of, existing drains Restriction on use of land Provide consent to erect a fence, building or other structure so as to restrict the use, in connection with a building, of any unoccupied area of the land on which it is built.		Permit Authority - Plumbing Permit Authority(s); Environmental Health Officer	General Manager General Manager

**BUILDING REGULATIONS 2016**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
Reg 43(1)	Plumbing work involving network utility operator's stormwater drainage systems. A person must not perform plumbing work unless written consent to do so has been obtained from the relevant network utility operator.		Permit Authority - Plumbing	General Manager
Reg 43(3)	Plumbing work involving network utility operator's stormwater drainage systems. If not satisfied that a stormwater drainage system is sealed in accordance with the Act, enter the premises and perform any work necessary.		Permit Authority - Plumbing	General Manager

DOG CONTROL ACT 2000

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 3	Appointment of Authorised Person		Animal Control Officer(s)	General Manager
S 9(1)	Application for registration		Animal Control Officer(s)	General Manager
S 10(1)	Registration disc On the registration of a dog, the general manager is to – (a) allocate a registration number to the dog; and (b) issue to the owner a disc or tag clearly and durably marked with - (i) the name of the council; and (ii) the registration number of the dog; and (iii) the expiry date of registration		Animal Control Officer(s)	General Manager
S 12(1)	Receive notification of death, loss or transfer		Animal Control Officer(s)	General Manager
S 12(2)	Cancellation of registration		Animal Control Officer(s)	General Manager
S 15(1)	Register A general manager is to keep a register in respect of registered dogs		Animal Control Officer(s)	General Manager
S 15(4)	Register A general manager may amend or cancel any item in the register in order to maintain the register.		Animal Control Officer(s)	General Manager
S 15A(3)	Implanting of microchips		Animal Control Officer(s)	General Manager
S 27	Signs A council is to erect and maintain signs sufficient to identify any exercise area, training area, prohibited area or restricted area		Animal Control Officer(s)	General Manager
S 30(1)	Guard dogs The owner of a dog used to guard premises that are not residential must notify the general manager, by notice in writing, that the dog is a guard dog		Animal Control Officer(s)	General Manager
S 32A(3)	Dangerous dogs and restricted breed dogs to be de-sexed and microchipped		Animal Control Officer(s)	General Manager
S 34	Dangerous dog or restricted breed dog missing, dying, &c. If a dangerous dog or a restricted breed dog goes missing, strays or dies, or is lost, sold or given away to another owner, the owner or a person on behalf of the owner of that dog must notify the general manager		Animal Control Officer(s)	General Manager
S 35(2)	Seizure and detention of dogs at large If a dog is seized and its owner is identifiable, the general manager is to notify in writing the owner of the dog that – (a) the dog has been seized and detained; and (b) the owner may reclaim the dog.		Animal Control Officer(s)	General Manager
S 35(3)	Seizure and detention of dogs at large If, after 5 working days after the notice has been given to the owner, the owner does not reclaim the dog, the general manager may sell, destroy or otherwise dispose of the dog.		Animal Control Officer(s)	General Manager
S 35(4)	Seizure and detention of dogs at large If a dog is seized and its owner is not identifiable, the general manager, not less than 3 working days after its seizure, may – (a) sell, destroy or otherwise dispose of the dog if it is not a dangerous dog or a restricted breed dog; or (b) destroy the dog if it is a dangerous dog or a restricted breed dog		Animal Control Officer(s)	General Manager

## Attachment AGENDA ITEM 17.1.1

S 35(5)	Seizure and detention of dogs at large The general manager is to take reasonable steps and make reasonable inquiries to identify the owner of a dog		Animal Control Officer(s)	General Manager
S 35(6)	Seizure and detention of dogs at large The general manager may cause a dog that is seized under this section to be implanted in an approved manner with an approved microchip		Animal Control Officer(s)	General Manager
S 39(1)	Release of dogs		Animal Control Officer(s)	General Manager
S 41(2)	Attacking dogs A person who restrains a dog under subsection (1) is to notify the general manager as soon as possible		Animal Control Officer(s)	General Manager
S 42(3)	Destruction of dog If a dog destroyed under subsection 42(1) was wearing a registration disc or any other means of identification, the general manager is to notify the dog's owner in writing of – (a) the destruction of the dog; and (b) the reasons for the destruction.		Animal Control Officer(s)	General Manager
S 47(1)	Complaints relating to nuisance		Animal Control Officer(s)	General Manager
S 48(1)	Investigation of complaint On receipt of a complaint, the general manager is to investigate the subject matter of the complaint.		Animal Control Officer(s)	General Manager
S 48(2)(a)	Investigation of complaint If the general manager considers that the complaint has substance, the general manager may institute proceedings for an offence under section 46		Animal Control Officer(s)	General Manager
S 48(2)(b)	Investigation of complaint If the general manager considers that the complaint has substance, the general manager is to refund the fee that accompanied the complaint to the complainant.		Animal Control Officer(s)	General Manager
S 49A	Abatement Notices		Animal Control Officer(s)	General Manager
S 51(1)	Application for licences A person can apply to the general manager for a licence to keep more than 2 dogs or more than 4 working dogs		Animal Control Officer(s)	General Manager
S 51(3)	Application for licences The general manager can require a licence applicant to give public notice of application for licence to keep several dogs		Animal Control Officer(s)	General Manager
S 52	Objections to licence		Animal Control Officer(s)	General Manager
S 73(6)	Entering land		Animal Control Officer(s)	General Manager

### ENVIRONMENTAL MANAGEMENT AND POLLUTION CONTROL ACT 1994

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 21	Appointment of Council officer		Appointment - Environmental Health Officer	General Manager
S 24(1)	Assessment of permissible level 1 activities refer application to the Board if directed to do so	Council must	Manager - Development & Environmental Services	General Manager

S 25(1)(b)	Assessment of permissible level 2 activities. Planning Authority to refer the application to the board as soon as practicable, but any case within 21 days, after the date of lodgement of the application.	Manager - Development & Environmental Services	General Manager
S 25A(1D)(a)	Assessment of applications for permits that are combined with applications for planning scheme amendments Directions in relation to permits in respect of EL activities	Manager - Development & Environmental Services Manager - Development & Environmental Services	General Manager General Manager
S 27AC(5)	Notify the Board of the grant of the permit and provide to the Board a copy of the permit		General Manager
S 43	Power to require information - Notify the Director, EPA of the issue of an emergency order and provide a copy of the order	Manager - Development & Environmental Services	General Manager

**FOOD ACT 2003**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 101 (2)	Appointment of Authorised Person		Appointment - Environmental Health Officer	General Manager
S 33	Orders to prevent danger to public health		Environmental Health Officer	General Manager
S 34(2)	Nature of order		Environmental Health Officer	General Manager
S 49	Return of seized items		Environmental Health Officer	General Manager
S 50(2)	Forfeiture of item		Environmental Health Officer	General Manager
S 52(1)	Return of forfeited item		Environmental Health Officer	General Manager
S 83H	Priority classification system and frequency of auditing		Environmental Health Officer	General Manager
S 87(1)(5)(6)(7)	Registration of food business		Environmental Health Officer	General Manager
S 89(3)(5)	Renewal of registration		Environmental Health Officer	General Manager
S 91	Variation of conditions, or suspension or cancellation, of registration of food businesses		Environmental Health Officer	General Manager
S 94	Register of food premises to be maintained		Environmental Health Officer	General Manager
S 104	Institution of proceedings		Environmental Health Officer	General Manager
S 113	Proceeding relating to third person		Environmental Health Officer	General Manager
S 118(1)	Infringement notice		Environmental Health Officer	General Manager

**HEAVY VEHICLE NATIONAL LAW (TASMANIA) ACT 2013**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 16(b)	Perform the duties of the Road Manager		Manager - Infrastructure & Works	General Manager
S 156	Perform the duties of the Council if the Regulator asks for the Councils consent to the grant of a mass or dimension authority, decide to give or not to give the consent		Manager - Infrastructure & Works	General Manager
S 158	Perform the duties of the Council if the consultation with the other entity is not yet completed, to, as far as practicable, deal with the request for consent and decide to give or not to give the consent (even though the consultation with the other entity is not completed).		Manager - Infrastructure & Works	General Manager
S 159	Perform the duties of the Council to form the opinion a route assessment is necessary for deciding whether to give or not to give the consent and notify the Regulator.		Manager - Infrastructure & Works	General Manager
S 160	Perform the duties of the Council to impose road conditions.		Manager - Infrastructure & Works	General Manager
S 161	Perform the duties of the Council to impose travel conditions.		Manager - Infrastructure & Works	General Manager
S 162	Perform the duties of the Council to impose vehicle restrictions.		Manager - Infrastructure & Works	General Manager
S 167	Perform the duties of the Council to expedite the Road Manager's consent for renewal of mass or dimension authority.		Manager - Infrastructure & Works	General Manager
S 169	Perform the duties of the Council to grant limited consent for trial purposes.		Manager - Infrastructure & Works	General Manager
S 170	Perform the duties of the Council to renew limited consent for trial purposes.		Manager - Infrastructure & Works	General Manager
S 172	Perform the duties of the Council to issue a statement explaining adverse decision of the Road Manager.		Manager - Infrastructure & Works	General Manager
S 173	Perform the duties of the Council to issue an amendment or cancellation on the Regulator's initiative.		Manager - Infrastructure & Works	General Manager
S 174	Perform the duties of the Council to issue an amendment or cancellation on request of the relevant Road Manager.		Manager - Infrastructure & Works	General Manager
S 176	Perform the duties of the Council to issue an amendment or cancellation on application by the permit holder.		Manager - Infrastructure & Works	General Manager
S 178	Perform the duties of the Council to issue an amendment or cancellation on the request of the Road Manager.		Manager - Infrastructure & Works	General Manager

**LITTER ACT 2007**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 8	Appointment of Authorised Officer		Appointment - Environmental Health Officer; Manager - Infrastructure & Works,	General Manager

**LOCAL GOVERNMENT (HIGHWAYS) ACT 1982**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 10	Obligations on landowners opening highways		Manager - Infrastructure & Works	General Manager
S 11	Enforcement of obligations of landowners opening highways	Nil	Manager - Infrastructure & Works	General Manager

## Attachment AGENDA ITEM 17.1.1

S 19	Closure of local highways for public functions	In consultation with Commissioner of Police. Delegation excludes 19(1)(c)	Manager - Infrastructure & Works	General Manager
S 20	Closure of parts of local highways for sale of goods &c	In consultation with Commissioner of Police & Transport Commission	Manager - Infrastructure & Works	General Manager
S 21	General responsibility of corporations	Nil	Manager - Infrastructure & Works	General Manager
S 25	General supplementary provisions as to carrying out of highway works	Nil	Manager - Infrastructure & Works	General Manager
S 27	Use of adjoining lands in carrying out highway works	Nil	Manager - Infrastructure & Works	General Manager
S 28	Shifting of apparatus, &c. in roads	Nil	Manager - Infrastructure & Works	General Manager
S 30	Improvement, &c., of highways	Nil	Manager - Infrastructure & Works	General Manager
S 34 (1)(2)	Drainage works		Manager - Infrastructure & Works	General Manager
S 35	Crossings over footpaths, table-drains, and gutters Where the corporation is of the opinion that works are necessary to be carried out in a highway under local management for the construction or repair of a vehicular crossing over a table-drain, gutter, or footpath at or opposite the entrance to land adjoining the highway, it may serve a written notice on the owner of the land requiring him to carry out those works within the time specified		Manager - Infrastructure & Works	General Manager
S 36	Fencing of streets in towns		Manager - Infrastructure & Works	General Manager
S 37	Alterations, &c., of entrances to highways		Manager - Infrastructure & Works	General Manager
S 38	Removal of trees near highways		Manager - Infrastructure & Works	General Manager
S 39	Obligation of occupiers to cut back vegetation, &c.		Manager - Infrastructure & Works	General Manager
S 40	Animal barriers on highways		Manager - Infrastructure & Works	General Manager
S 41	Prohibition of traffic likely to cause damage to highways		Manager - Infrastructure & Works	General Manager
S 44	Protection of bridges from excessive loading		Manager - Infrastructure & Works	General Manager
S 45(4)	Removal and disposal of abandoned articles Where it appears to the corporation that an article has, without lawful authority, been abandoned on a highway under local management, it may remove the article from the highway.		Manager - Infrastructure & Works	General Manager
S 45(5)(6)(7)(8)(9)(10)(12)	Removal and disposal of abandoned articles Where an article has been removed from a highway under this section, the corporation may, subject to this section, dispose of it in such manner as it thinks fit		Manager - Infrastructure & Works	General Manager
S 46	Permission to carry out various works in relation to highways	Delegation excludes S. 46(2C)	Manager - Infrastructure & Works	General Manager
S 54	Names of highways, &c.		Senior Admin Officer (Kempton)	General Manager
S 55	Numbering of buildings, &c.		Senior Admin Officer (Kempton)	General Manager
S 109	Lighting of certain state highways: Contributions by corporations to lighting of certain state highways		Manager - Infrastructure & Works	General Manager

### MONETARY PENALTIES ENFORCEMENT ACT 2005

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 18(1)	Referral to Director of Monetary Penalties Enforcement Services	Appointed for a three (3) year period	Manager - Corporate Services & Senior Admin Officer (Oatlands)	General Manager
S 28(1)	Receive application for variation of payment conditions		Manager - Corporate Services	General Manager

**PUBLIC INTEREST DISCLOSURES ACT 2002**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 62A	Appointment of a Public Interest Disclosure Officer	Appointed for a three (3) year period	Deputy General Manager	General Manager/Principal Officer

**ROADS AND JETTIES ACT 1935**

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 11	Maintenance of state highways, &c. in cities, &c.		Manager - Infrastructure & Works	General Manager
S 11(2)	To agree with the Minister for the maintenance or reconstruction of a State highway or subsidiary road otherwise than in accordance with S 11(1)		Manager - Infrastructure & Works	General Manager
S 32	Entry by Council upon land and staking out of same		Manager - Infrastructure & Works	General Manager
S 33	Rental of land		Manager - Infrastructure & Works	General Manager
S 34	Use of uncultivated land for temporary road		Manager - Infrastructure & Works	General Manager
S 35	Taking of timber, &c., from land		Manager - Infrastructure & Works	General Manager
S 36	Quarries &c. to be fenced and filled up or otherwise secured		Manager - Infrastructure & Works	General Manager
S 37	Fences to be restored		Manager - Infrastructure & Works	General Manager
S 38	Deviations to be fenced		Manager - Infrastructure & Works	General Manager
S 39	Entry upon adjoining lands for road maintenance or reconstruction		Manager - Infrastructure & Works	General Manager
S 40	Power to make drains on adjoining lands		Manager - Infrastructure & Works	General Manager
S 41	Timber growing near roads may be cut down: Consent of owner required in certain cases		Manager - Infrastructure & Works	General Manager
S 42	Hedges , &c. obstructing view of traffic to be cut or trimmed		Manager - Infrastructure & Works	General Manager
S 44	Culverts to be constructed by owners at entrance to lands adjoining roads		Manager - Infrastructure & Works	General Manager
S 45	Power of Minister in certain cases to erect gates across roads		Manager - Infrastructure & Works	General Manager
S 46	Damage caused by overweight vehicles		Manager - Infrastructure & Works	General Manager
S 47	Road metal, &c., may be placed on side of road		Manager - Infrastructure & Works	General Manager
S 47A	Warning gantries for bridges with overhead members		Manager - Infrastructure & Works	General Manager
S 48	Power of road authority, with the consent of the Governor, to permit tramway or railway along or across road		Manager - Infrastructure & Works	General Manager
S 48A	Removal and disposal of abandoned articles		Manager - Infrastructure & Works	General Manager
S 48A	To carry out the Council's power to move, keep or impound and vehicle causing an obstruction or danger etc., an related action, pursuant to S 48B		Manager - Infrastructure & Works	General Manager
S 49	Obstructing roads: notice to remove obstructions		Manager - Infrastructure & Works	General Manager
S 50B	Excavations		Manager - Infrastructure & Works	General Manager
S 51	Laying down timber, &c., on roads		Manager - Infrastructure & Works	General Manager

PUBLIC HEALTH ACT 1997

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 11(1)(2)	Appointment of Officer		Appointment Only - Environmental Health Officer	General Manager
S 32(1)(2)	Production of records		Environmental Health Officer	General Manager
S 33 (a) (b)	Production of things - A council or an authorised officer may require a person to produce for inspection any thing in the person's possession if – (a) the council or the officer reasonably believes that it may disclose evidence of the commission of an offence under this Act; or (b) it is otherwise necessary for the purposes of this Act.		Environmental Health Officer	General Manager
S 34 (a) (b)	Production of licence - A council or an authorised officer may – (a) require a person to produce for inspection any licence the person holds or should hold; and (b) examine, remove and take photographs or copies of, or extracts or notes from, any licence.		Environmental Health Officer	General Manager
S 35	Photographs, sketches, measurements and recordings For the purposes of this Act, a council or an authorised officer may: (a) take any photograph, film or video recording; and (b) take any copy of, or extract from, any record; and (c) take any measurements; and (d) make any sketches or drawing; and (e) make any other recording by any other means.		Environmental Health Officer	General Manager
S 36 (1) (2)	Information requirements A council or an authorised officer may require a person to – (a) give his or her full name and residential address; (b) give details of any licence, permit or exemption under this Act; (c) provide any information relating to public health reasonably required for the purposes of this Act. A council or an authorised officer may require any person to give information about that person's or another person's activities in respect of any matter under this Act.		Environmental Health Officer	General Manager
S 57	Council immunisation programs		Environmental Health Officer	General Manager
S 77 (1)(3)	Grant or refusal of licence (for a place of assembly)		Environmental Health Officer	General Manager
S 78	Issue of licence (for a place of assembly)		Environmental Health Officer	General Manager
S 81	Renewal of licence (for a place of assembly)		Environmental Health Officer	General Manager
S 82	Variation of licence (for a place of assembly)		Environmental Health Officer	General Manager
S 83	Cancellation of licence (for a place of assembly)		Environmental Health Officer	General Manager
S 84 (2)	Overcrowding - A council, an authorised officer, a police officer, a person authorised by the Commissioner for Licensing or a person authorised by the State Fire Commissioner may – (a) cause the doors of a place of assembly to be closed; (b) evacuate the place of assembly; or (c) cause any event occurring at that place of assembly to be cancelled in circumstances referred to in paragraph (b) .		Environmental Health Officer	General Manager
Sec 87	Closure order		Environmental Health Officer	General Manager
Sec 88	Service of closure order		Environmental Health Officer	General Manager
Sec 89	Revocation of closure order		Environmental Health Officer	General Manager

Sec 92 (1)(4)(6)	<p>Rectification notice - A council, on the advice of an environmental health officer or building surveyor, is to serve a rectification notice in an approved form. If a person fails to comply with a notice, the council may cause any necessary work to be carried out at that person's expense.</p> <p>A council, upon the certificate of an environmental health officer or building surveyor that the condition of the premises is no longer, or is not likely to become, offensive, injurious or prejudicial to health, is to revoke a rectification notice.</p>	Environmental Health Officer	General Manager
S 97	Grant or refusal of registration of premises	Environmental Health Officer	General Manager
S 98	Issue of certificate of registration of premises	Environmental Health Officer	General Manager
S 101	Renewal of registration of premises	Environmental Health Officer	General Manager
S 102	Variation of registration of premises	Environmental Health Officer	General Manager
S 103	Cancellation of registration of premises	Environmental Health Officer	General Manager
S 106	Grant or refusal of licence (to carry out any public health risk activity)	Environmental Health Officer	General Manager
S 107	Issue of licence (to carry out any public health risk activity)	Environmental Health Officer	General Manager
S 110	Renewal of licence (to carry out any public health risk activity)	Environmental Health Officer	General Manager
S 111	Variation of licence (to carry out any public health risk activity)	Environmental Health Officer	General Manager
S 112	Cancellation of licence (to carry out any public health risk activity)	Environmental Health Officer	General Manager
S 115	Grant or refusal of registration of regulated system	Environmental Health Officer	General Manager
S 116	Issue of certificate of registration (of a regulated system)	Environmental Health Officer	General Manager
S 119 (1)(3)	Notice to comply with direction	Environmental Health Officer	General Manager
S 121	Renewal of registration (of any regulated system)	Environmental Health Officer	General Manager
S 122	Variation of registration (of any regulated system)	Environmental Health Officer	General Manager
S 123	Cancellation of registration (of any regulated system)	Environmental Health Officer	General Manager
S 128	Notification of quality of water	Environmental Health Officer	General Manager
S 129(1)	Orders relating to water quality	Environmental Health Officer	General Manager
S 130 (1)(3)	Monitoring and review (of the quality of water within the municipal area)	Environmental Health Officer	General Manager
S 131	<p>Samples - An authorised officer or a council may take a sample from any water. Any sample taken under this section is to be analysed and tested in accordance with the requirements of the Director.</p>	Environmental Health Officer	General Manager
S 135	Grant or refusal of registration (as a supplier of water)	Environmental Health Officer	General Manager
S 136	Issue of certificate of registration (as a supplier of water)	Environmental Health Officer	General Manager
S 136AA	Renewal of Registration (as a supplier of water)	Environmental Health Officer	Council
S 136B	Variation of registration (as a supplier of water)	Environmental Health Officer	General Manager
S 136C	Cancellation of registration (as a supplier of water)	Environmental Health Officer	General Manager
S 136G	Grant or refusal of registration (water carrier)	Environmental Health Officer	General Manager
s 136H	Issue of certificate of registration (as a water carrier)	Environmental Health Officer	Council
s 136I	Renewal of registration (of water carrier)	Environmental Health Officer	Council
s 136K	Variation of registration (of water carrier)	Environmental Health Officer	Council
s 136L	Cancellation of registration (of water carrier)	Environmental Health Officer	Council
S 144	<p>Registers kept by Councils - A council is to keep –</p> <p>(a) a register of registered regulated systems; and</p> <p>(b) a register of registered users and suppliers of water from private water sources; and</p> <p>(c) a register of registered premises used for public health risk activities.</p>	Environmental Health Officer	General Manager

## Attachment AGENDA ITEM 17.1.1

S 148(1)	Requirement for information - The Director, any council or an authorised officer may require a person to provide information relating to public health which is reasonably needed for the purposes of this Act.	Environmental Health Officer	General Manager
S 152(1)	Costs incurred in exercising power	Environmental Health Officer	General Manager
S 158(1)	Proceedings - Proceedings for an offence under this Act may only be instituted by – (a) the Minister or a person authorised by the Minister; or (b) an authorised officer; or (c) a nominated officer in relation to proceedings for an offence under Part 4 ; or (d) a police officer; or (e) a council.	Environmental Health Officer	General Manager
S 169(1)	Infringement notices - An authorised officer or a council may serve an infringement notice on a person if of the opinion that the person has committed a prescribed offence.	Environmental Health Officer	General Manager
S 190 (1)(3)(4)	Sale or disposal of forfeited things	Environmental Health Officer	General Manager
S 191(3)	Return of and access to seized things	Environmental Health Officer	General Manager
S 192(1)	Sale or disposal of seized things	Environmental Health Officer	General Manager

TRAFFIC ACT 1925

PROVISION	FUNCTION OR POWER	CONDITION OR RESTRICTION	DELEGATION	ORIGINAL SOURCE OF POWER
S 43(2)	Removal of things obstructing public streets - an authorised person may remove, take and detain articles placed or left in public streets to the obstruction, annoyance or danger of other persons.		Manager - Infrastructure & Works	General Manager
S 43(3)(4)(5)	Removal of things obstructing public streets - A relevant authority must notify articles owner of removal and/or dispose of articles not removed.		Manager - Infrastructure & Works	General Manager