



# ATTACHMENTS

## ORDINARY COUNCIL MEETING

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Broadmarsh / Elderslie Hall  
1218 Elderslie Road, Broadmarsh  
Wednesday 25<sup>th</sup> January 2023  
10.00 a.m.

<b>Item 5.1</b>	Draft Council Meeting Minutes (Open) – 14 <sup>th</sup> December 2022
<b>Item 5.2</b>	Draft Minutes - Annual General Meeting – 14 <sup>th</sup> December 2022
<b>Item 5.3.1</b>	STCA Minutes – 21 <sup>st</sup> November 2022 SCTA AGM Minutes – 21 <sup>st</sup> November 2022
<b>Item 16.7.1</b>	Grant Deed – Contribution for Tunbridge Club Toilets
<b>Item 17.1.2</b>	Policy – Code for Tenders and Contracts Policy – Code of Conduct for Employees and Workers
<b>Item 17.2.4</b>	Tas Library Advisory Board TLAB Terms of Reference

SOUTHERN  
MIDLANDS  
COUNCIL



# **MINUTES**

## **ORDINARY COUNCIL MEETING**

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Wednesday, 14<sup>th</sup> December 2022  
2.00 p.m.

Oatlands Municipal Offices  
71 High Street, Oatlands

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## OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD  
ON WEDNESDAY 14<sup>th</sup> DECEMBER 2022 AT THE OATLANDS MUNICIPAL  
OFFICES COMMENCING AT 2.03 P.M.

*Pending the arrival of Mayor Batt, Deputy Mayor K Dudgeon chaired the Meeting.*

### 1. PRAYERS

Reverend Dennis Cousens recited prayers.

### 2. ACKNOWLEDGEMENT OF COUNTRY

Deputy Mayor K Dudgeon recited Acknowledgement of Country.

### 3. ATTENDANCE

Mayor E Batt (arrived 2.40 p.m.); Deputy Mayor K Dudgeon, Cllr A E Bisdee OAM, Cllr D Blackwell, Cllr D Fish Cllr R McDougall and Cllr F Miller.

Mr T Kirkwood (General Manager), Mr A Benson (Deputy General Manager), Mr D Richardson (Manager, Infrastructure & Works), Mr P Krause (Development & Environmental Services), Mrs A Burbury (Finance Officer), Mrs J Crosswell (Executive Officer).

### 4. APOLOGIES

Nil.

### 5. MINUTES

#### 5.1 Ordinary Council meeting

The Minutes (Open Council Minutes) of the previous meeting of Council held on the 23<sup>rd</sup> November 2022, as circulated, are submitted for confirmation.

#### DECISION

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

**THAT the Minutes (Open Council Minutes) of the previous meeting of Council held on the 23<sup>rd</sup> November 2022, as circulated, be confirmed.**

#### CARRIED

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

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

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

- Woodsdale Community Memorial Hall General Committee Meeting Minutes – 5<sup>th</sup> September 2022
- Woodsdale Community Memorial Hall General Committee Meeting Minutes – 10<sup>th</sup> October 2022
- Woodsdale Community Memorial Hall General Committee Meeting Minutes – 7<sup>th</sup> November 2022

**RECOMMENDATION**

**THAT the minutes of the above Special Committee of Council be received.**

**DECISION**

*Moved by Cllr D Blackwell, seconded by Cllr R McDougall*

**THAT the minutes of the above Special Committee of Council be received.**

**CARRIED**

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

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

The recommendations contained within the minutes of the following Special Committee of Council are submitted for endorsement:

- Woodsdale Community Memorial Hall General Committee Meeting Minutes – 5<sup>th</sup> September 2022
- Woodsdale Community Memorial Hall General Committee Meeting Minutes – 10<sup>th</sup> October 2022
- Woodsdale Community Memorial Hall General Committee Meeting Minutes – 7<sup>th</sup> November 2022

**RECOMMENDATION**

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

**DECISION**

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

**THAT the minutes of the above Special Committee of Council be endorsed.**

**CARRIED**

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

**5.3 Joint Authorities (Established Under Division 4 of the *Local Government Act 1993*)****5.3.1 Joint Authorities - Receipt of Minutes**

Nil.

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

Nil.

## 6. NOTIFICATION OF COUNCIL WORKSHOPS

### DECISION

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

**THAT the information be received.**

**CARRIED**

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



## **7. COUNCILLORS – QUESTION TIME**

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

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

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

Nil.

## 7.2 Questions Without Notice

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 R McDougall** – sought an update in relation to the timing for the receipt of the Landscape Plan for the area between the Oatlands Aquatic Centre and the Community Centre. The Deputy General Manager provided comment, with a particular mention of the structural report now received. This will be discussed with the Committee in terms of how this impacts on the landscape plan.

It was confirmed that a safety rail is to be installed on the concrete ramp providing access to the Centre.

## 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. Property Matter- Oatlands (Closed Session)

**RECOMMENDATION**

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

**DECISION**

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

**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</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	
Clr F Miller	✓	

*RESOLVED to proceed through the Agenda and return to Public Question Time at 2.30 p.m.*

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

Nil.

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

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

**12.1 Development Applications**

Nil.

**12.2 Subdivisions**

Nil.

**12.3 Municipal Seal (Planning Authority)**

Nil.

**12.4 Planning (Other)**

Nil.

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

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

### 13.1 Roads

**Strategic Plan Reference 1.1**

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

Nil.

### 13.2 Bridges

**Strategic Plan Reference 1.2**

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

Nil.

### 13.3 Walkways, Cycle ways and Trails

**Strategic Plan Reference 1.3**

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

Nil.

### 13.4 Lighting

**Strategic Plan Reference 1.4**

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

Nil.

### 13.5 Buildings

**Strategic Plan Reference 1.5**

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

Nil.

### 13.6 Sewers / Water

**Strategic Plan Reference(s) 1.6**

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

Nil.

### 13.7 Drainage

**Strategic Plan Reference 1.7**

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

Nil.

### 13.8 Waste

**Strategic Plan Reference 1.8**

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

Nil.

### 13.9 Information, Communication Technology

**Strategic Plan Reference 1.9**

*Improve access to modern communications infrastructure.*

Nil.



**13.10 Officer Reports – Infrastructure & Works**

**13.10.1 Manager – Infrastructure & Works Report**

**QUESTIONS WITHOUT NOTICE TO MANAGER, INFRASTRUCTURE & WORKS**

**Clr D Fish** – made comment in relation to the Oatlands Aquatic Centre boundary fence (northern side). Would have been preferable to have the palings on the side of the Centre. *Deputy General Manager advised that it would have been referable but the construction of the fence had commenced. It was not specified on the plans.*

**Clr R McDougall** – New Country Marsh Road (vicinity of no.425) – unsafe trees overhanging roadway. The actual road also requires maintenance (i.e. grading). *Manager Infrastructure and Works – confirmed that there are a number of trees that have been (or are planned) for removal.*

**Deputy Mayor K Dudgeon** – queried whether there has been any further flooding problems in the Bagdad area following the recent rains. *Manager Infrastructure and Works advised that there were no issues reported.*

**RECOMMENDATION**

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

**DECISION**

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

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

**CARRIED**

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

## 14. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)

### 14.1 Residential

**Strategic Plan Reference 2.1**

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

Nil.

### 14.2 Tourism

**Strategic Plan Reference 2.2**

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

Nil.

### 14.3 Business

**Strategic Plan Reference 2.3**

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

Nil.

### 14.4 Industry

**Strategic Plan Reference 2.4**

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

Nil.

## 15. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – LANDSCAPES)

### 15.1 Heritage

**Strategic Plan Reference – Page 22**

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

#### 15.1.1 Heritage Project Program Report

#### **DECISION**

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

**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>
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	
Cllr F Miller	✓	

## 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 Cllr D Fish, seconded by Cllr D Blackwell*

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

**CARRIED**

DECISION		
Councillor	Vote FOR	Vote AGAINST
Deputy Mayor K Dudgeon		
Cllr A E Bisdee OAM		
Cllr D Blackwell		
Cllr D F Fish		
Cllr R McDougall		
Cllr F Miller		

*Note; Deputy Mayor K Dudgeon informed the meeting of a report regarding a small campervan parking on the walkway to Parattah in the vicinity of Louisa Street. This caused some concern to the nearby resident. To be investigated and actioned accordingly.*

### 15.3 Cultural

**Strategic Plan Reference 3.3**

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

Nil.

### 15.4 Regulatory (Development)

**Strategic Plan Reference 3.4**

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

Nil.

### 15.5 Regulatory (Public Health)

**Strategic Plan Reference 3.5**

*Monitor and maintain a safe and healthy public environment.*

Nil.

## 15.6 Regulatory (Animals)

### Strategic Plan Reference 3.6

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

### 15.6.1 Animal Management Report

#### DECISION

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

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

**CARRIED**

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

## 15.7 Environmental Sustainability

**Strategic Plan Reference 3.7**

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

Nil.

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

### 16.1 Community Health and Wellbeing

#### Strategic Plan Reference 4.1

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

#### 16.1.1 Levendale Community Centre (former Levendale Primary School) – Disposal of Property (Deed of Surrender) – 1315 Woodsdale Road, Levendale (PID 1481598 – C/T 169535/1)

#### DECISION

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

1. the information be received and noted; and
2. Council approve the execution of the Deed of Surrender and the Tasmanian Land Titles Office Transfer.

#### CARRIED

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



## 16.2 Recreation

### Strategic Plan Reference 4.2

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

### 16.2.2 Oatlands Aquatic Centre – Progress Report

#### DECISION

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

#### THAT:

- The Oatlands Aquatic Centre Progress Report be received and the information noted; and
- Centre Entry Fees waived for Aquatic Centre Staff members to help maintain required qualifications.

#### CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	
Clr F Miller	✓	

**17. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)****17.1 Improvement****Strategic Plan Reference 5.1**

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

**17.1.1 Amendment of Existing Policies****DECISION**

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

**THAT Council:**

- 1. Receive and note the report;**
- 2. Consider the revised version 7 of the Code for Tenders and Contracts in preparation for the adoption of the revised policy, at the January 2023 Council meeting, subject to any Council amendments; and**
- 3. Consider the revised version 2 of the Code of Conduct for Employees and Workers in preparation for the adoption of the revised policy, at the January 2023 Council meeting, subject to any Council amendments.**

**CARRIED**

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

## 17.2 Sustainability

### Strategic Plan Reference 5.2

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

### 17.2.1 Tabling of Documents

Nil.

### 17.2.2 Elected Member Statements

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

**Deputy Mayor K Dudgeon** – Following her attendance at the ‘Keep Australia Beautiful Tasmanian Sustainable Communities – Tidy Towns Awards’, accompanied by the Manager Community & Corporate Development (Wendy Young), held on King Island, it was reported that the Oatlands township had been awarded the overall Tasmanian Sustainable Communities – Tidy Towns Award. Oatlands won the ‘Sustainable Community – Tidy Town Award for a population under 5,000; the Appearance, Amenities & Facilities Award; and the ‘Heritage & Culture’ category.

Council will be required to attend the national awards which are also being held on King Island in May 2023.

*Mayor E Batt entered the meeting at 2.39 p.m.*

*Deputy Mayor K Dudgeon vacated the Chair and Mayor E Batt took the Chair.*

**RESOLVED** to return to Item 10. – Public Question Time.

## 10. PUBLIC QUESTION TIME (SCHEDULED FOR 2.30 P.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 a member of the Public.

### **Julia Jabour – Southern Midlands Regional News**

Oatlands Aquatic Centre - Car Park Signage - Asked whether the car park was open to the public as yet?

Advised that it is accessible but waiting on delivery of signage which will be erected to indicate traffic flow and access via South Parade. EV charging station logo will also be on the signage.

**Graham Furness** – raised the following issues:

- a) Signage – Oatlands Aquatic Centre – refer comment above
- b) Oatlands Aquatic Centre – Bus Parking – explanation provided which included advice that there is allocated parking bays for medium size buses
- c) Angle Parking (High Street) – to be addressed as part of the Oatlands Structure Plan traffic management study
- d) Signage – directional signed to Lake Dulverton – consider the option of installing a directional sign beneath the road name sign which would not be intrusive, or add additional signage to the street
- e) Oatlands Brochure – budget to be allocated in 2023/24 for re-printing following desk top review

### **10.1 Permission to Address Council**

Representatives from the Woodsdale Football Club (Toni Cowle and Geoff Young) attended the meeting to address Council in relation to the Woodsdale Recreation Ground. Information regarding the present status of the Club was provided, including an update on recent works and activities at the Recreation Ground.

As part of the subsequent discussion, the Club's expectations in terms of the standard of facilities required were detailed.

**16.2.1 Woodsdale Recreation Ground – 2578 Woodsdale Road, Woodsdale (PID 5839745)**

*Clr A E Bisdée OAM departed the meeting at 3.40 p.m. which was part way through the discussion of this Agenda Item.*

**DECISION**

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

**THAT the meeting be adjourned for afternoon tea at 3.59 p.m.**

**CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	
Clr F Miller	✓	

**DECISION**

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

**THAT the meeting reconvene at 4.18 p.m.**

**CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	
Clr F Miller	✓	

**DECISION**

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

**THAT**

1. Council defer a decision in regard to the recommendation provided;
2. In the interim, Council reiterate that the existing change rooms are not to be used for training (or other purposes);
3. Council require the Woodsdale Football Club to engage an accredited designer to prepare the necessary plans and specifications for all buildings within the Recreation Ground. These plans are to be in accordance with the National Construction Code and the Disability Discrimination Act 1992;
4. These design plans are then to be certified by a practising Building Surveyor;
5. That based on the above plans, a wastewater design be prepared by a qualified person to achieve compliance with the certified plans. In this regard, relocation of the amenity facility from Colebrook Recreation Ground can be factored into the design; and
6. Council acknowledge that this information will then provide a basis to make an informed decision regarding the future of the Woodsdale Recreation Ground, particularly as it relates to use for football.

**CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	
Cllr F Miller	✓	

### 16.3 Access

**Strategic Plan Reference 4.3**

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

Nil.

### 16.4 Volunteers

**Strategic Plan Reference 4.4**

*Encourage community members to volunteer.*

Nil.

### 16.5 Families

**Strategic Plan Reference 4.5**

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

Nil.

### 16.6 Education

**Strategic Plan Reference 4.6**

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

Nil.

### 16.7 Capacity & Sustainability

**Strategic Plan Reference 4.7**

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

Nil.

### 16.8 Safety

**Strategic Plan Reference 4.8**

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

Nil.

### 16.9 Consultation & Communication

**Strategic Plan Reference 4.8**

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

Nil.



## 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 30 November 2022)

#### DECISION

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

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

**CARRIED**

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	
Cllr F Miller	✓	

**17.3.2 Monthly Oatlands Aquatic Centre Capital Expenditure Report  
(Period ending 30 November 2022)**

**DECISION**

*Moved by Cllr D Blackwell, seconded by Cllr R McDougall*

**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 E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	
Cllr F Miller	✓	

**17.3.3 Vipassana Limited – Application for Rates Exemption (Charitable Purposes)****DECISION***Moved by Cllr D Blackwell, seconded by Cllr R McDougall***THAT:**

- a) The information be received; and
- b) Council acknowledge and agree that the land is owned and occupied exclusively for charitable purposes; and
- c) Council, in accordance with section 87 of the *Local Government Act 1993*, grant an exemption from the General Rates levied on the property owned by Vipassana Limited, being PID 1877349.

**CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	
Cllr F Miller	✓	

**18. MUNICIPAL SEAL**

Nil.

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

Nil.

**RECOMMENDATION**

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

**DECISION**

*Moved by Deputy Mayor K Dudgeon, 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.

**CARRIED**

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

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	
Clr F Miller	✓	

**RECOMMENDATION**

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

**DECISION**

*Moved by Deputy Mayor 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**

DECISION (MUST BE BY ABSOLUTE MAJORITY)		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	
Clr F Miller	✓	

## CLOSED COUNCIL MINUTES

### 20. BUSINESS IN “CLOSED SESSION”

#### 20.1 Closed Council Minutes - Confirmation

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

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

#### 20.2 Applications for Leave of Absence

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

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

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

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

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

#### 20.4 Property Matter - Tunbridge

*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.*

#### 20.5 Property Matter – Oatlands

*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 Cllr R McDougall, seconded by Deputy Mayor K Dudgeon*

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

### CARRIED

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr D F Fish	✓	
Clr R McDougall	✓	
Clr F Miller	✓	



## OPEN COUNCIL MINUTES

### 21. CLOSURE

The Meeting closed at 5.01 p.m.

SOUTHERN  
MIDLANDS  
COUNCIL



# **MINUTES**

## **ANNUAL GENERAL MEETING**

---

Wednesday, 14<sup>th</sup> December 2022  
5.00 p.m.

Oatlands Municipal Offices  
71 High Street, Oatlands



## **ANNUAL GENERAL MEETING OF THE SOUTHERN MIDLANDS COUNCIL**

**WEDNESDAY 14<sup>th</sup> DECEMBER 2022 AT THE OATLANDS MUNICIPAL OFFICES  
COMMENCING AT 5.03 P.M.**

### **1. OPENING/WELCOME**

Mayor Edwin Batt opened the Southern Midlands Council Annual General Meeting and welcomed those present.

### **2. APOLOGIES**

Clr A E Bisdee OAM

### **3. ATTENDANCE**

**Councillors:** Mayor Edwin Batt, Deputy Mayor K Dudgeon, Clr D Blackwell, Clr D Fish, Clr R McDougall, Clr F Miller

**Officers:** Tim Kirkwood (General Manager), Andrew Benson (Deputy General Manager), David Richardson (Manager, Infrastructure & Works), Jemma Crosswell (Executive Assistant)

**Residents:** Nil.

### **4. MEETING PROCEDURES**

Refer Attachment 1.

### **5. 2021/2022 ANNUAL REPORT & 2021/2022 GENERAL PURPOSE FINANCIAL REPORT**

#### **5.1 Mayor's Report**

Mayor Edwin Batt presented the 2021/2022 Annual Report, incorporating the 2021/2022 General Purpose Financial Report.

#### **RECOMMENDATION:**

**THAT the meeting note the presentation of the Annual Report for the year ending 30th June 2022 incorporating the 2021/2022 General Purpose Financial Report.**

**DECISION**

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

**THAT the meeting note the presentation of the Annual Report for the year ending 30th June 2022 incorporating the 2021/2022 General Purpose Financial Report.**

**CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	
Cllr F Miller	✓	

**6. STRATEGIC PLAN 2022-2032**

Members of the public are encouraged to provide comment on the 2022-2032 Strategic Plan available on Councils website at any time.

*Note: a review of the Strategic Plan was undertaken in 2022 and the 2022-2032 Strategic Plan was formally adopted by Council on the 22<sup>nd</sup> June 2022.*

**6.1 Questions/Discussion on Strategic Plan**

Nil.

**7. DISCUSSION ITEMS ON NOTICE**

Nil.

**8. DISCUSSION ITEMS WITHOUT NOTICE**

Nil.

**9. CLOSURE OF MEETING**

The meeting closed at 5.06 p.m.

## MEETING PROCEDURES

Attachment 1

1. The Annual General Meeting is in essence a Council meeting and will be conducted in accordance with normal Council procedures for the conduct of meetings; with the exception of course it is intended to make it as easy as possible for members of the public to have input so that maximum benefit is gained.
2. The Mayor is Chairman of the meeting.
3. The first part of the meeting comprises a presentation of an overview of:
  - (i) the Annual Report
  - (ii) Financial Statement, and
  - (iii) the Strategic Plan
4. At the conclusion of each of these presentations electors may ask questions.
5. Questions and comments should be concise to allow as many people as possible to have their input.
6. No one is to be interrupted whilst they are speaking.
7. You will be asked, as a matter of courtesy and for the minutes, to identify yourself before speaking.
8. All discussion will be addressed through the chair.
9. No person may:
  - (i) make any personal reflection on any Councillors, Council employee or member of the public;
  - (ii) disrupt the meeting; or
  - (iii) in the opinion of the Chairman, use any offensive expression.
10. If you intend to move a motion the following procedures apply: -
  - (i) All motions must be moved and seconded before debate is permitted.
  - (ii) In speaking to a motion, individuals may speak only once and for no longer than 5 minutes.
  - (iii) Voting is by a show of hands.
  - (iv) Only electors of the Southern Midlands municipal area are entitled to vote.
  - (v) A motion is passed by half plus one of the electors present voting in favour of it.
11. Any resolution passed at the Annual General Meeting will be considered at the next ordinary meeting of Council.



**SOUTHERN TASMANIAN COUNCILS' AUTHORITY  
DRAFT MINUTES**

---

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

---

- Present:**
- Brighton Council** – Mayor Leigh Gray and Mr James Dryburgh
  - Central Highlands Council** – Mrs Kim Hossack (as proxy for the Mayor)
  - Derwent Valley Council** – Mayor Michelle Dracoulis and Proxy for Dean Griggs, Quecha Horning
  - Glamorgan/Spring Bay Council** – Mayor Cheryl Arnol and Mr Greg Ingham
  - Hobart City Council** – Deputy Lord Mayor Helen Burnet and Proxy for Kelly Grigsby, Kat Panjari
  - Huon Valley Council** – Mayor Sally Doyle
  - Sorell Council** – Mayor Kerry Vincent and Deputy Mayor Charles Woolley
  - Southern Midlands Council** – Mayor Edwin Batt & Mr Tim Kirkwood
  - Tasman Council** – Mayor Rod MacDonald and Ms Jess Dallas
- Apologies:**
- Sorell Council** – Mr Robert Higgins
  - Central Highlands Council** – Mayor Loueen Triffitt
  - Huon Valley Council** – Mr Jason Browne
  - Glamorgan/Spring Bay Council** – Mr Greg Ingham



**1. WELCOME AND APOLOGIES**

The Chair opened the meeting at 11.05am.

Apologies for the meeting were noted and are listed above.

**2. STCA BOARD AND AUDIT COMMITTEE – CHAIRPERSON POSITIONS**

***Recommendation***

*That the recommendation from the STCA Board meeting be approved for the appointment of:*

- *Deputy Lord Mayor Helen Burnet as STCA Chairperson*
- *Mayor Michelle Dracoulis as STCA Deputy Chairperson*
- *Mayor Michelle Dracoulis as STCA Governance & Audit Committee Chair*

*Mayor Kerry Vincent, Deputy Lord Mayor Helen Burnet and Mayor Sally Doyle as STCA Governance & Audit Committee members.*

**This was carried unanimously by the board members and the recommendations were put forward to the AGM for adoption and appointment.**

**3. CONFIRMATION OF MINUTES OF MEETING HELD ON 22 AUGUST 2022**

The minutes of the meeting of the Southern Tasmanian Councils Authority (STCA) Board held on 22 August 2022 were confirmed as a true record of that meeting.

***Moved: Mayor Vincent***

***Seconded: Tim Kirkwood***

***CARRIED***

**4. MATTERS ARISING AND CORRESPONDENCE**

4.1 Correspondence to the Hon. Roger Jaensch, Minister for Environment and Climate Change and the Hon Nicholas Street, Minister for Local Government.

4.2 Correspondence to Jon Doole's farewell

4.3 Correspondence from Tasmanian Audit Office

4.4 Correspondence sent to Hon Michael Ferguson MP, Deputy Premier and Treasury for the State 2023/24 Budget

4.5 Correspondence from Sustainable Living Tasmania

4.6 Correspondence from Multicap

***STCA Board note all matters arising.***

***Moved: Mayor Doyle***

***Seconded: Mayor Gray***

***CARRIED***



## 5. STCA WEBSITE ADMINISTRATION

With the MOU for the website administration expiring in February 2023 Huon Valley Council advised they will not be renewing the agreement.

City of Hobart have given an undertaking to assist with STCA communication they have been asked to assess the cost to assist with both website administration and communications and present to the next meeting.

**Moved:** Mayor Vincent

**Seconded:** Mayor Doyle

**CARRIED**

## 6. REGIONAL CLIMATE CHANGE INITIATIVE UPDATE

The Board reviewed the Regional Climate Change Initiative (RCCI) quarterly report. The Chair thanked all involved for their work so far.

The Board also endorsed the quarterly report.

**Moved:** Mrs Kim Hossack

**Seconded:** Mr Tim Kirkwood

**CARRIED**

## 7. REPRESENTATION UPDATES

### 7.1 PESRAC – Southern Committee

No update could be provided as Mayor Vincent advised that there hasn't been a meeting and this item can be removed off the STCA agenda.

### 7.2 Destination Southern Tasmania

There were no representatives in attendance to give an update on Destination Southern Tasmania.

### 7.3 TasWater

It was acknowledged that the previous chair Mayor Green was the 'Chief Owners Representative'. TasWater will be seeking nominations for a new COR in the near future. This item is carried forward.

## 8. PROJECT UPDATES

### 8.1 South East Regional Development Authority (SERDA)

Kerry Vincent gave the Board a brief update on the South East Regional Development Authority noting the new Jobs Hub is doing very well and delivering great results. The Southern Tasmanian model works very well and is maturing.





**8.2 South Central Sub-Region**

James Dryburgh provided an update on the Jobs Hub advising that it is operating really well and going from strength to strength. It has evolved from just working with unemployed.

The sub-region infrastructure study is complete and sits in the background for the four councils to use for Reports or State Government lobbying.

**8.3 Southern Tasmanian Regional Land Use Planning co-ordinator**

James Dryburgh provided an update on the Regional Planning co-ordinator position advising that Rob Higgins and himself are working to put together a suggested project plan and are hoping to get more funding so background work can be done before someone is appointed to pull all the information together. James is waiting on a response from State Planning (Brian Risby).

**9. GOVERNANCE AND AUDIT COMMITTEE MEETING MINUTES**

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

**Moved:** Mayor Vincent

**Seconded:** Mayor Doyle

**CARRIED**

**10. MEETING DATES 2023**

STCA Board Meeting	Location	STCA Governance and Audit Committee Meeting	Location
Monday 20 February	CoH	Tuesday 6 February	Teams
Monday 22 May	TBD	Monday 8 May	Teams
Monday 21 August	TBD	Monday 7 August	Teams
Monday 20 November (Ordinary Meeting and Annual General Meeting)	TBD	Monday 6 November	Teams

**Recommendation**

**The STCA Board support the proposed Board and Governance and Audit Committee meeting dates for 2023 and determine the location of the Board meetings at each meeting.**

**The Board meet for a workshop prior to the board meeting 20<sup>th</sup> February 2023 at Hobart City Council.**

**The STCA Board support the continuation of the Mayors Roundtable meetings.**

**Moved:** Mrs Kim Hossack

**Seconded:** Mayor MacDonald

**CARRIED**



**11. OTHER BUSINESS**

Nil.

**12. NEXT MEETING**

It was agreed that City of Hobart would host the next board meeting which is to take place on Monday 20th February 2022 at 12.00 p.m.

A Workshop setting priorities for the STCA will be held prior to the meeting in February at 10.00 a.m. (instead of the Mayors round table)

**13. CLOSE OF MEETING**

The meeting closed at 12.05 p.m.

DRAFT





**SOUTHERN TASMANIAN COUNCILS AUTHORITY  
NOTICE OF ANNUAL GENERAL MEETING**

---

**Minutes of the Annual General Meeting of the Southern Tasmanian Councils Authority held on Monday 21 November 2022 commencing at 12.05 p.m. at the Brighton Council Chambers, 1 Tivoli Road, Old Beach.**

---

**Present:** Brighton Council – Mayor Leigh Gray and Mr James Dryburgh  
Central Highlands Council – Mayor Loueen Triffitt and Mrs Kim Hossack  
(as proxy for the Mayor)  
Derwent Valley Council – Mayor Michelle Dracoulis and Proxy for Dean  
Griggs, Quecha Horning  
Glamorgan/Spring Bay Council – Mayor Cheryl Arnol and Mr Greg Ingham  
Hobart City Council – Deputy Lord Mayor Helen Burnet and Proxy for Kelly  
Grigsby, Kat Panjari  
Huon Valley Council – Mayor Sally Doyle  
Sorell Council – Mayor Kerry Vincent and Deputy Mayor Charles Woolley  
Southern Midlands Council – Mayor Edwin Batt and Mr Tim Kirkwood  
Tasman Council – Mayor Rod MacDonald and Ms Jess Dallas

**Apologies:** Sorell Council – Mr Robert Higgins  
Central Highlands Council – Mayor Loueen Triffitt  
Huon Valley Council – Mr Jason Browne  
Glamorgan/Spring Bay Council – Mr Greg Ingham



**1. Opening and Welcome**

Deputy Lord Mayor Helen Burnet was appointed STCA Chairperson in the Board meeting.

The Chairperson opened the Annual General meeting at 12.05 p.m and welcomed everyone to the STCA Annual General Meeting.

**2. Apologies**

The chair noted the apologies for the meeting (refer page 1).

**3. Appointment of the Chairperson**

***Recommendation***

*That the recommendation from the STCA Board meeting be approved for the appointment of:*

- *Deputy Lord Mayor Helen Burnet as STCA Chairperson*
- *Mayor Michelle Dracoulis as STCA Deputy Chairperson*
- *Mayor Michelle Dracoulis as STCA Governance & Audit Committee Chairperson*

*Mayor Kerry Vincent, Deputy Lord Mayor Helen Burnet, and Mayor Sally Arnold as STCA Governance & Audit Committee*

***Moved: Mayor Vincent***

***Seconded: Mayor MacDonald***

***CARRIED***

**4. Confirmation of the minutes of the Annual General Meeting of the Southern Tasmanian Councils Authority held on 22 November 2021.**

**Recommendation**

*That the Minutes of the Annual General Meeting of the Southern Tasmanian Councils Authority (STCA) held on Monday 22 November 2021 be confirmed as an accurate record.*

***Moved: Mayor Vincent***

***Seconded: Mayor Gray***

***CARRIED***



**5. Chairperson's Report**

The Chairperson's report, which included several highlights, was noted by the Board.

**Recommendation**

*That the 2021/2022 Chairperson's report of the Southern Tasmanian Councils Authority be received and noted.*

**Moved: Mayor MacDonald**

**Seconded: Kim Hossack (Proxy for Mayor Triffitt)**

**CARRIED**

**6. Annual Report including the Audited Financial Statements**

The 2021/22 STCA Annual Report including the audited Financial Statements were presented to the Board and provided a summary of the activities of the STCA during the year.

**Recommendation**

*That the 2021/2022 Annual Report of the Southern Tasmanian Councils Authority, including the audited Financial Statements for the year ended 30th June 2022 be adopted.*

**Moved: Mayor Doyle**

**Seconded: Mayor Dracoulis**

**CARRIED**

**7. Appointment and Remuneration of the Auditor**

In line with the *Local Government Act 1993*, the Auditor General undertakes an audit of the Southern Tasmanian Councils Authority's accounts.

**Recommendation**

*That the Auditor General be appointed as the Auditor of the Authority's General Purpose Financial Statements and that any annual adjustment of the fee be negotiated.*

**Moved: Mayor Batt**

**Seconded: Mayor Dracoulis**

**CARRIED**

**8. Close of the Meeting**

There being no further business, the Chair closed the meeting at 12.15 p.m.





## Grant deed

Grant program: 2021 Election Commitment

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

and

**Southern Midlands Council**  
**(Recipient)**

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

REFERENCE AND CONTACT DETAILS  
Department: Premier and Cabinet  
Contact officer: Manager, Community Grants  
Telephone: 1800 204 224  
Email: grants@dpac.tas.gov.au

Doc Ref: Grant Deed - Southern Midlands Council - Toilet Facilities - Tunbridge Community Club - 2021 Election Commitment



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# Grant deed

## Details and recitals

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**Date:**

**Parties:**

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Name	<b>The Crown in Right of Tasmania</b> (represented by the Department of Premier and Cabinet)
Short form name	<b>Grantor</b>
Notice details	C/- Department of Premier and Cabinet, 15 Murray Street, Hobart TAS 7000 Email: <a href="mailto:grants@dpac.tas.gov.au">grants@dpac.tas.gov.au</a> Attention: Deputy Secretary, Community Partnerships and Priorities

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Name	<b>Southern Midlands Council</b>
ACN/ARBN/ABN	68 653 459 589
Short form name	<b>Recipient</b>
Notice details	PO Box 21, Oatlands TAS 7120 Email: <a href="mailto:mail@southernmidlands.tas.gov.au">mail@southernmidlands.tas.gov.au</a> Attention: Mr Tim Kirkwood, General Manager

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**Recitals:**

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

## Information Table

<b>Item 1 (clause 1.1):</b>	<b>Approved Purpose for which the Grant is provided</b>
To contribute towards construction of accessible toilet facilities for the Tunbridge Community Club.	
<b>Item 2 (clause 2.1):</b>	<b>Grant Amount</b>
The grant amount is forty thousand dollars (\$40,000.00) (plus GST if applicable)	
<b>Item 3 (clause 3.1):</b>	<b>Payment method for the Grant</b>
The Grant is to be paid to the Recipient within 10 Business Days after the date of this Deed and on provision of a relevant Tax Invoice by electronic funds transfer to the following account held by the Recipient: Account name: Southern Midlands Council Bank: Commonwealth Bank BSB: 067 004 Account number: 1002 1055	
<b>Item 4 (clause 3.2(a)):</b>	<b>Conditions precedent to payment of the Grant</b>
Not applicable.	
<b>Item 5 (clause 4.2):</b>	<b>Date for commencement of the Approved Purpose</b>
Upon signing of the Grant Deed	
<b>Item 6 (clause 4.3):</b>	<b>Date for completion of the Approved Purpose</b>
31 October 2023	
<b>Item 7 (clause 7.2):</b>	<b>Reporting requirements</b>
The Recipient must give to the Grantor:  (a) <b>Final Report:</b> a report due no later than 31 November 2023 including: <ul style="list-style-type: none"><li>• A report detailing completion of the Approved Purpose;</li><li>• A financial statement against the Grant funds or documented financial evidence, to the satisfaction of the Grantor, to show expenditure of the funds for the Approved Purpose; and</li><li>• A signed acquittal declaration</li></ul> All other reports and documents that the Grantor requires under clause 7.2 (b) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.  The form and substance of each report or document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.	

**Item 8 (clause 10): Special terms and conditions**

**1. Acknowledgement of support**

Without limiting the generality of clause 5, the Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

**2. Media/Publicity opportunities**

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

**3. Permissions and approvals to undertake work**

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

**4. Recipient responsible for further funds**

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

## Agreed terms and conditions

---

The parties agree as follows:

### 1 Definitions and interpretation

---

#### 1.1 Definitions

In this Deed, unless the context otherwise requires:

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

**Authorised Officer** means:

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

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

**Crown** means the Crown in Right of Tasmania.

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

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

**Details** means the details and recitals set out above.

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

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

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

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

**GST Laws** means applicable Laws relating to GST.

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

**Item** means an item in the Information Table.

**Law** means:

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

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

**month** means calendar month.

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

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

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

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

## 1.2 Interpretation

In this Deed, unless the context otherwise requires:

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

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

### **1.3 Headings**

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

### **1.4 No rule of construction applies to disadvantage party**

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

### **1.5 Information Table**

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



---

## 2 Grant

### 2.1 Agreement to provide Grant

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

### 2.2 Acknowledgments

The Recipient acknowledges and agrees that:

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

---

## 3 Payment of Grant to Recipient

### 3.1 Method of Grant payment

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

### 3.2 Conditions affecting Grant payment

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

---

## 4 Application of Grant and related matters

### 4.1 Application of Grant for Approved Purpose

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

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

#### **4.2 Commencement of Approved Purpose**

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

#### **4.3 Completion of Approved Purpose**

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

#### **4.4 Compliance with Law**

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

#### **4.5 Financial records**

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

#### **4.6 Notice by Recipient of adverse matters**

The Recipient must immediately notify the Grantor in writing of:

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

---

## **5 Publicity concerning Grant and Approved Purpose**

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

---

## **6 Repayment of Grant by Recipient**

### **6.1 Repayment obligation**

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

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

---

## **7 Review, monitoring, audit, reports and related matters**

### **7.1 Review, monitoring or audit of Relevant Matters**

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

### **7.2 Reporting**

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

---

## **8 Representations and warranties**

### **8.1 Warranties**

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

### **8.2 No reliance by the Recipient**

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

---

## **9 Default Events and termination**

### **9.1 Default Events**

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

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

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

## 9.2 Termination - Default Events

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

---

## 10 Special terms and conditions

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

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

---

## 11 GST

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

---

## 12 Notices

### 12.1 Notice requirements

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

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

## **12.2 Method and address for delivery**

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

## **12.3 Time of receipt**

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

---

## **13 Miscellaneous**

### **13.1 Governing law**

This Deed is governed by the Laws applying in Tasmania.

### **13.2 Dispute jurisdiction**

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

### **13.3 Entire agreement clause**

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

### **13.4 Liability**

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

### **13.5 Benefit**

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

### **13.6 Severance**

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

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

### **13.7 Counterparts**

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

### **13.8 Further assurance**

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

### **13.9 No partnership or agency**

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

- (ii) create, or be taken to create, a partnership or joint venture; or
  - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

#### **13.10 Legal costs**

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

#### **13.11 Amendment**

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

#### **13.12 Waiver**

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

#### **13.13 Successors and assigns**

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

#### **13.14 Rights cumulative**

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

#### **13.15 Set-off**

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

#### **13.16 No assignment**

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

#### **13.17 Disclosure**

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).



### 13.18 Determination

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

### 13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

### 13.20 Doctrine of merger

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

### 13.21 No interference with executive duties or powers

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

### 13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
  - (i) that are expressed to survive the termination of this Deed;
  - (ii) that, at Law, survive the termination of this Deed; or
  - (iii) that are necessary to survive the termination of this Deed:
    - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
    - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
    - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

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

**Executed as a deed**

## Signing

### Execution by the Grantor

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

Signature: →

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

\*Print name and position:

Witness' signature: →

\*Witness print name and position:

\*Use BLOCK LETTERS

\*Witness print address:

### Execution by the Recipient

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

Common seal: →

Signature: →

Signature: →

\*Print name and office held:

\*Print name and office held:

\*Use BLOCK LETTERS

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

## Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
  - advertisements
  - newsletters, including electronic newsletters
  - media releases
  - press, radio and television advertising
  - display material; and
  - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: [Organisation/Project] is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Department of Premier and Cabinet (DPAC) prior to publication/promotion. Please contact DPAC on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

### *LOGO COLOUR (as illustrated)*

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

### *MINIMUM SIZE*

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to [www.communications.tas.gov.au](http://www.communications.tas.gov.au) and search for 'size' details.

### *PLEASE NOTE*

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from DPAC.







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## 1. Introduction

The purpose of this Code for Tenders and Contracts (Code), is to provide a policy framework on best practice tendering and procurement methods in line with the legislative requirements of the *Local Government Act 1993* (the Act) and the *Local Government Regulations 2015* (Regulations).

With this Code council aims to achieve the purchasing principles of:

- open and effective competition;
- value for money
- enhancement of the capabilities of local business and industry; and
- ethical behaviour and fair dealing.

The *Local Government Act 1993* requires every council to adopt a code relating to tenders and contracts by 1 January 2006.

This Code:

- is consistent with the Act and the Regulations; and
- includes procedures and guidelines for any prescribed matter.

As a measure of accountability and transparency, our General Manager will:

- make a copy of this Code (and any amendments) available for public inspection at the public office during ordinary office hours; and
- make copies of this Code available for purchase at a reasonable charge; and
- publish a copy of this Code on council's website.

The Act and Regulations require council to invite tenders for any contract it intends to enter into for the supply or provision of goods or services valued at or above \$250,000 (excluding GST). In accordance with the Regulations, council will invite tenders by one of the following means:

- (i) an open tender process; (refer Sections 5.1 through to 5.11)
- (ii) a multiple-use register; or (refer Section 5.12)
- (iii) a multiple-stage tender. (refer Section 5.13)

There are circumstances in which council is exempt from undertaking the above processes. These circumstances are described in Section 6.

For purchases under the \$250,000.00 threshold, council, in accordance with the Regulations, has decided that a quotation process will be undertaken. Council may choose to grant an exemption from undertaking a quotation process where the same circumstances exist for that of a tender described in Section 6.

Council will not split a contract into two or more contracts for the primary purpose of avoiding compliance with the threshold requirement to publicly invite tenders.

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## 2. Definitions

**Building Construction** - the construction and refurbishment of buildings and residential properties, and associated maintenance (services and residential) and professional services (eg. architects).

**Code** – refers to this Code for Tenders and Contracts which has been developed in accordance with the requirements of the *Local Government Act 1993* and the *Local Government Regulations 2015*.

**Consultant** - a person or organisation, external to a council, engaged under a contract on a temporary basis to provide recommendations or high level specialist or professional advice to assist decision making by council. The consultant will be expected to exercise his or her own skills and judgement independently of the council. It is the advisory nature of the work that distinguishes a consultant from a contractor.

**Contractor** - a person or organisation, external to the council, engaged under a contract for service (other than as an employee) to provide specified services to a council.

**Contract** - a contract is an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do, or abstain from doing, some act.

**Expression of Interest (EOI)** - an Expression of Interest may be used as a means of exploring the market or to pre-qualify businesses to reduce the cost of tendering by restricting the issue of formal tenders.

**E Procurement Portal** – electronic procurement sometimes also known as supplier exchange is the *business to government* purchase and sale of supplies, work and services through the Internet as well as other information and networking systems, such as electronic data exchange. Elements of e-procurement include Request for Tender, Request for Quotation. This is in effect and electronic Tender Box that tracks the tender process with full audit accountability and is at “arms length” from Council Officers in a secure environment.

**Industry Capability Network Tasmania (ICNTAS)** - promotes Tasmanian industry through import replacement and opportunities for participation in major projects, government procurement and commercial developments. For more information go to [www.icntas.org.au](http://www.icntas.org.au)

**Local Business** - all businesses operating in the State, which have a permanent office or presence in Tasmania and employ Tasmanian workers.

**Multiple-stage purchasing** - a process which allows for a preliminary assessment of the market to be made in terms of the capabilities of potential suppliers and the goods and services that are available to satisfy the requirement, before a final purchasing stage is undertaken.

**Procurement** - the entire process by which all resources are obtained by an entity, including planning, design, standards determination, specification writing, selection of suppliers, financing, contract administration, disposals and other related functions.

**Probity** - probity is a risk management approach to ensuring procedural integrity.





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**Probity Advisor** - a Probity Adviser provides advice on probity issues before and during the process of tendering and contracting to ensure the process is fair and in accordance with the Council's guidelines.

**Public Tender** - a tender where any business that can meet the requirements of the Request for Tender has the opportunity to bid.

**Purchasing** - the acquisition of goods or services.

**Quotation** - the bid submitted in response to a Request for Quotation from the Council.

**Request for Quotation** - either a verbal or written request for offers from businesses capable of providing a specified work, good or service.

**Request for Tender** - a document soliciting offers from businesses capable of providing a specified work, good or service. Requests for Tender are usually advertised.

**Standing Tender** – a tender from which a single tenderer or multiple tenderers may be contracted for a specified period to provide specified goods or services during that period without the need for a further tender process.

**Tender** - a proposal, bid or offer that is submitted in response to a Request for Tender from the Council.

**Tender Box** – the point of lodgement for tenders to ensure that the documentation is kept secure until the tender period closes. Generally a tender box: is a box or cabinet with an opening which allows large envelopes to be lodged, but which does not permit access to the contents; should be secured in a fixed position; and should be locked with two locks with different keys, maintained by two different officers. [Alternatively could be an electronic Tender Box encapsulated within Council's E Procurement Portal.](#)

**Tender Review Committee** – a committee established to review the process used for all building and construction and goods and services tenders over \$250,000.

**Value for Money** - achieving the desired outcomes at the best possible price.

**Verbal Quotation** - a verbal Request for Quotation. A verbal response may be adequate for low value purchases.

**Written Quotation** - a written Request for Quotation to undertake specific works or supply goods and services.



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### 3. Purchasing Principles

This Code has been developed in order to have a transparent set of strategies that Southern Midlands Council will follow in order to comply with the four purchasing principles as required in the *Local Government Act 1993*. Below is a brief definition of each principle and what it means in practice to council.

#### 3.1 Open and effective competition

**Open and effective competition** – ensuring that the purchasing process is impartial, open and encourages competitive offers.

In practice this means that Southern Midlands Council will:

- use transparent and open purchasing processes so that potential contractors, suppliers and the public can have confidence in the outcomes;
- adequately test the market by applicable processes. For example, by open tender or by seeking quotations;
- avoid biased specifications; and
- treat all suppliers consistently and equitably.

#### 3.2 Value for money

**Value for money** – achieving the desired outcome at the best possible price.

In practice this means that Southern Midlands Council will weigh up the benefits of each purchase against the costs of that purchase. In doing this we may take the following factors into consideration:

- fitness for purpose;
- maintenance and running costs over the lifetime of the product;
- the advantages of buying locally, eg shorter delivery times, local backup and servicing, and the availability of spare parts;
- the contribution to the achievement of other Council objectives such as industry development and employment creation;
- quality assurance and perceived level of risk;
- the capacity of the supplier (eg managerial and technical abilities); and
- disposal value.

#### 3.3 Enhancement of the capabilities of local business and industry

Enhancement of the capabilities of local business and industry – ensuring that local businesses that wish to do business with council is given the opportunity to do so.

In practice this means that Southern Midlands Council will:

- for purchases less than \$30,000, three (3) verbal quotations to be obtained and the lowest one accepted. Any variation from this rule requires approval from the General Manager;



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- for purchases between \$30,000 and \$249,999 three (3) written quotations to be obtained and the lowest one accepted. Any variation from this rule requires approval from the General Manager;
- for purchases greater than \$250,000 tenders are required, (Note where Council seeks tenders for the supply of goods and services, where possible and practical, at least 50% of the tenderers should be from within the municipal area; and
- All goods and services should be purchased from suppliers which are competitive in price, reliable in service and delivery, comply with relevant taxation and government legislation.

### 3.4 Ethical behaviour and fair dealing

This principle means that all purchasing is undertaken in a fair and unbiased way and in the best interests of council.

In practice this means that Southern Midlands Council will:

- be fully accountable for the purchasing practices that we use and the decisions we make;
- ensure that decisions are not influenced by self-interest or personal gain (ie declining gifts or other personal benefits from suppliers);
- identify and deal with conflicts of interest;
- maintain confidentiality; and
- ensure that all procurement is undertaken in accordance with council's policies.

## 4. Ethics and Probity

### 4.1 Ethics

Southern Midlands Council will observe the following ethical standards when making purchasing transactions:

- all business will be conducted in the best interests of the ratepayers, avoiding any situation which may impinge, or might be deemed to impinge, on impartiality;
- all expenditure will be in accordance with the requirements of the *Local Government Act 1993*;
- all procurement activity will be undertaken without favour or prejudice and will aim to maximise value in all transactions;
- confidentiality will be maintained in all dealings; and
- acceptance of gifts, gratuities or any other benefits which may influence, or might be deemed to influence, equity or impartiality will not be permitted.

### 4.2 Probity

In order to achieve probity, council will consider the following five probity principles throughout all stages of procurement and contracting processes to ensure success in achieving the best value for public money:

- open competitive processes;
- transparency of process;
- identification and resolution of conflicts of interest;
- accountability; and



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- monitoring and evaluating performance.

### 4.3 Purchasing Code of Conduct

The following points make up council's Purchasing Code of Conduct. The Council aims to:

- ensure that all potential suppliers are provided with identical information upon which to base tenders and quotations and are given equal opportunity to meet the requirements;
- establish and maintain procedures to ensure that fair and equal consideration is given to all tenders and quotations received;
- promote honesty and equity in the treatment of all suppliers of goods and services;
- provide a prompt and courteous response to all reasonable requests for advice and information from potential or existing suppliers;
- promote fair and open competition and seek value for money for the Council and its local community;
- seek to minimise the cost to suppliers for participation in the procurement process;
- protect commercial-in-confidence information;
- satisfy accountability standards;
- establish processes that avoid situations where private interests of council's employees may conflict with public/council duty and provide for the declaration of any conflicts of interest that do arise; and
- provide a clear statement that soliciting or accepting remuneration or other benefit from a supplier for the discharge of official duties is not permitted and may be illegal.

## 5. Making the Purchase

### 5.1 Procurement overview – processes

The following procurement overview is provided to give a brief outline on the way in which council procures routine goods and services:

- (i) plan the purchase (which includes the selection of the most appropriate purchasing method);
- (ii) prepare the relevant documents (eg quotation, tender or expression of interest);
- (iii) invite and receive offers;
- (iv) evaluate those offers;
- (v) advise the successful bidder and any unsuccessful bidders; and
- (vi) manage any contract that has been implemented as a result of the procurement.

### 5.2 Planning the Purchase

During the planning phase of a purchase the following steps may be taken by council's staff:

- any relevant approval to undertake a purchase is obtained;
- an estimate of the cost of the good or service is undertaken and available Council funding of such a purchase is confirmed and an appropriate method of purchasing is chosen;
- market research and consultation is undertaken (eg what products are available on the market and how many suppliers);



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- the specification is defined and mandatory requirements are identified. The specification will usually be developed in consultation with relevant Council stakeholders (useful resources during this phase may include previous or similar specifications);
- the establishment of evaluation criteria and evaluation methodology ;
- the development of a risk assessment and management plan;
- the commencement of a contract management plan; and
- if necessary, the engagement of a probity advisor.

There are three tendering and procurement thresholds that require different levels of involvement in planning and executing the purchase. The following table refers to the thresholds and summarises what purchasing method council utilises based on the total dollar value of the purchase.

Procurement Value	Minimum Requirement
\$30,000 and below	<b>Direct Purchase - Verbal Quotations</b> No formal quotations are required however the General Manager may at his discretion obtain verbal quotations, of which at least one will be sought from a local business (if available).
Between \$30,000 and \$249,999	<b>Written quotations</b> The General Manager will, if possible obtain at least three written quotations, of which at least one will be sought from a local business (if available).
\$250,000 and greater	<b>Public Tender</b> <ul style="list-style-type: none"> <li>• Council will advertise each tender at a minimum in the Mercury newspaper. Other advertising may be utilised as required.</li> <li>• Each tender will be advertised on Council website.</li> <li>• Council will seek at least one tender from a local business (if available).</li> </ul>

Council will apply the above requirements to the purchase of all goods and services with the exception of certain circumstances. The circumstances in which the above requirements may not be used are described under section 6 - *Exemptions*.

### 5.3 Purchasing Documentation

#### 5.3.1 Direct Purchase Verbal Quotations (for purchases below \$30,000 excluding GST)

Southern Midlands Council will undertake most purchases below \$30,000 on a verbal basis and as such there will not be any formal quotation documentation. However, Southern Midlands Council may choose for all but very low-value / low-risk purchases, to provide suppliers with a written specification and request a written quotation.

#### 5.3.2 Written Quotations (for purchases over \$30,000 excluding GST)



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A Request for Quotation (RFQ) will be made inviting offers from businesses to provide a specified good or service. The request may include all terms and conditions of quotation, together with a clear description of the goods or services required, and the details of any applicable Council policies.

### 5.3.3 Public Tenders (for purchases greater than \$250,000 excluding GST)

Council's Request for Tender (RFT) is a document inviting offers from businesses to provide specified goods or services. Council's Request for Tender documentation usually consists of four main parts.

These four parts are:

**Conditions of Tender** - The Conditions of Tender set out the terms under which council will receive and evaluate tenders. The conditions will usually include:

- evaluation criteria and a brief outline of the evaluation methodology to be used;
- closing date, time and place of lodgement;
- Council contact details;
- pricing requirements (eg the price should exclude GST);
- relevant Council policies and principles;
- entitlement of unsuccessful bidders to be debriefed; and
- information on the Council's complaints process ([refer to Section 7](#)).

**Specification** - The specification clearly, accurately and completely describes the essential requirements of the goods or service being purchased. It is the basis of all offers and is the foundation for the contract. The specification will usually include:

- functional requirements;
- performance requirements; and
- technical requirements.

**Conditions of Contract** - The Conditions of Contract contain the contractual terms defining the obligations and rights of the parties concerned. Contracts are used for all purchases over \$100,000 or where there are material risks involved.

**Tender Form** - The Tender Form must be completed, signed and returned by the tenderer. It includes a declaration by the tenderer that: the tenderer agrees to the Conditions of Tender; the information provided in the tender is accurate and correct; and the person signing the form is duly authorised to do so.

Southern Midlands Council, when preparing our tender documentation we will undertake the following procedures and processes:

- prepare clear and concise tender documentation that include all the terms and conditions of the planned purchase with a clear description of the goods or services required and details of any applicable Council policies;
- prepare tenders that include details of the intended duration of the contract, including any extensions that are applicable to the contract;



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- prepare tenders that include details of the evaluation criteria (which are based on the specifications), any weightings to be used in the assessment of bids and the evaluation methodology;
- under no circumstances will we modify the evaluation criteria or methodology after the request for tender has been released without advising all potential tenderers;
- prepare specifications that do not restrict competition, reflect bias to any brand, or act as a barrier to the consideration of any alternatives;
- provide advice and details of any briefing sessions to be held in relation to the purchase;
- provide details on the availability of de-briefing sessions for unsuccessful bidders;
- provide details on council's complaints process and include the contact details of the complaints officer;
- prepare documentation that clearly specifies the Council's contact details (including Contact Officer), closing time, date and place of lodgement;
- prepare documentation that clearly states how and in what circumstances the purchasing documentation can be altered including the length of time given to bidders to prepare their submissions (which is to be at least 14 days from the date on which the tender notice is published);
- provide advice on the treatment of late submissions;
- provide an indication if alternative bids will be considered; and
- where applicable, documentation such as tenders will be cleared by council's legal advisors and the General Manager before being issued.

## 5.4 Inviting Offers

### 5.4.1 Verbal Quotations

Southern Midlands Council will follow the following procedures when inviting verbal quotations:

- provide each supplier with the same information and will give each supplier the same amount of time to prepare a quote; and
- Where possible and practical, at least 50% of the quotations should be from within the municipal area;

### 5.4.2 Written Quotations

Southern Midlands Council will follow the following procedures when inviting written quotations:

- we will seek at least three written quotations, where possible and practical, at least 50% of the quotations should be from within the municipal area ;
- in some cases, we may choose to advertise a quotation if advantageous to do so;
- we will directly send the invitation to quote to identified businesses (such as businesses that already provide the service and businesses identified during the market research phase);
- exemption from seeking quotations will only be granted by the General Manager in circumstances outlined below under Exemptions;
- we will issue the request for quotation documentation either by mail, facsimile or by e-mail;
- when issuing a request for quotation to a business, the details of that business being will be recorded. The details recorded include: name of business; address; contact person; e-mail; telephone; and facsimile; and



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- the time the Council provides to bidders to respond to the request for quotation will depend largely upon the nature and the complexity of the purchase, but equal time will be given to all businesses requested to quote.





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### 5.4.3 Tenders

Southern Midlands Council will do the following in respect of inviting tenders:

- for tenders, we will advertise each tender at a minimum in the Saturday edition of Mercury newspaper. The following information will be specified:
  - the nature of the goods or services the council requires;
  - any identification details allocated to the contract;
  - where the tender is to be lodged;
  - particulars identifying a person from whom more detailed information relating to the tender may be obtained; and
  - the period within which the tender is to be lodged.
- our tender documentation will either be made available via mail, email, facsimile or via an E Procurement Portal;
- we may send tender documentation directly to identified businesses, however, we will not provide any documentation to any potential tenderer until the tender has been advertised (so as not to give one tenderer an advantage over another);
- we will endeavour to get a minimum of three bids of which, where possible and practical, at least 40% of the tenderers should be from within the municipal area.;
- in accordance with our Code we will ensure that all potential suppliers are provided with identical information upon which to base tenders and are given equal opportunity to meet the requirements;
- when inviting tenders we will ensure that sufficient time has been provided to allow bidders to prepare an adequate response. At a minimum our tenders will be open for 14 days. However, this may increase dependant on whether the requirements are complex, or if it is likely that interested businesses may need to form partnerships/consortiums with other businesses in order to fulfil the requirements of the tender;
- when issuing a request for tender to a business, the details of that business will be recorded. The details recorded include: name of business; address; contact person; e-mail; telephone; and facsimile.
- if for any reason, there is a need to alter the tender documentation once it has been issued, an addendum will be sent to all businesses that have been issued with that documentation; and
- if it is necessary to extend the closing date of the tender the following will be done:
  - all businesses that have been issued with tender documentation will be advised in writing of the change in closing date; and
  - the new closing date will be advertised in all newspapers where the original advertisement was placed.

### 5.5 Communication with all potential suppliers and bidders – Contact Officer

In accordance with council's Purchasing Code of Conduct and the Purchasing Principles Southern Midlands Council will do the following in respect of communication with all potential suppliers and bidders:



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- nominate one contact person for each purchasing activity and clearly specify their name, contact details (including phone number and mailing address) so that tenderers know who to contact for more information (one only for probity reasons);
- the Contact Officer will be the sole point of communication with potential suppliers and bidders and will document any questions asked of them by a potential supplier or bidder and any response given;
- where possible, the Contact Officer will request that questions from potential suppliers and bidders be put in writing (email or facsimile will suffice). Any response from the Contact Officer will also be provided in writing;
- where possible the Contact Officer will limit the provision of information to the clarification of procedural issues; and
- any additional information provided to one prospective tenderer is also provided to everyone else who has requested or received tender documentation.

## 5.6 Receiving Offers

### 5.6.1 Verbal and Written Quotations

In receiving quotations, Southern Midlands Council will hold any written or verbal quotation received prior to the closing time in a secure location to maintain confidentiality, to ensure probity and to protect the individuals involved from claims of unfair practices.

Depending upon the nature and value of the purchase, Southern Midlands Council may from time to time, choose to use a tender box, or a E Procurement Portal as a point of lodgement for written quotations, to ensure that the documentation is kept secure until the tender period closes.

All quotations that the Council receives will be clearly marked with the time and date of receipt, and recorded in an appropriate schedule or register.

The Council treats information provided by suppliers as confidential and will not provide this information to unauthorised persons.

For written quotations, Southern Midlands Council will follow the procedures set out in the conditions of quotations for any late quotations and by accepting a late quotation, we will ensure that we are not providing an advantage to that bidder over other bidders.

### 5.6.2 Tenders

Southern Midlands Council will provide a locked tender box at the designated tender lodgement location or an E Procurement Portal. Our tender box will not be opened until the time set for the closing of tenders has elapsed. Our E Procurement Portal will not be opened for Tender access until the time set for the closing of tenders has lapsed. The E Procurement Portal will automatically close-out when the Tender closing time has been reached.

Council treats information provided by suppliers as confidential and will not provide this information to unauthorised persons.

In receiving tenders, Southern Midlands Council may reject non-compliant offers (in accordance with the terms of our tender documents) which:



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- are lodged after the closing time without a valid reason;
- are not signed where required;
- are incomplete - for example, questions have not been answered, pages are missing, or required documentation has not been attached (for example, insurance certificates);
- do not comply with mandatory conditions of tender; or
- fail to meet mandatory specifications.

When opening Tenders Southern Midlands Council will ensure that tenders are:

- opened in the presence of a minimum of two officers; and
- clearly identified and recorded.
- In respect of the E Procurement Portal, the Audit Report of all transactions through the Portal along with the tender documentation will be verified by two officers, signed and then forwarded to the General Manager and the Records Management Officer for their action.

Southern Midlands Council will follow the procedures set out in the conditions of tender for any late tender submissions and by accepting a late tender, we will ensure that we are not providing an advantage to that bidder over other bidders.

## 5.7 Evaluating Offers

### 5.7.1 Verbal and Written Quotations

Southern Midlands Council when evaluating verbal and written quotations do so with the objective of identifying the offer that best meets our requirements and provides the best value for money. When evaluating quotations we take into consideration the following aspects of a bid:

- value for money, taking into account estimated life, disposal value and maintenance requirements and costs;
- price;
- compliance with quotation specifications;
- quality, delivery and service;
- the full benefits of sourcing locally;
- the consequences, including possible risks, of entering into a contract where there is one supplier, or a limited number of suppliers, that can provide and maintain the particular product over its lifetime; and
- any relevant Council policies.

### 5.7.2 Tenders

Southern Midlands Council will evaluate tenders in accordance with the evaluation criteria and methodology specified in the evaluation plan, which was developed prior to offers being invited. Under no circumstances will we modify the evaluation criteria or methodology after the Request for Tender has been released unless all potential tenderers are advised of the change in writing.

In evaluating tenders we will undertake the following steps:



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**Evaluate compliance** - Screen all offers to ensure that they are complete and comply with all mandatory evaluation criteria. Offers which do not meet all mandatory criteria may be excluded from further evaluation. Non-compliant offers include those that:

- were lodged after the closing time;
- are not signed where required;
- are incomplete - for example, questions have not been answered, pages are missing, or required documentation has not been attached (for example, insurance certificates);
- do not comply with mandatory conditions of tender; or
- fail to meet mandatory specifications.

**Clarify offers** - It may be necessary to seek clarification from a tenderer if an offer is unclear. Clarification does not mean that tenderers can revise their original offer. Any clarification sought should be documented.

**Evaluate qualitative / non-cost criteria** - this stage involves a detailed analysis of each offer against the non-cost or qualitative evaluation criteria and weightings specified in the evaluation plan (the supplier must demonstrate that they meet the evaluation criteria, not just assert it).

**Shortlist offers** - This step is only used for complex purchases in order to eliminate offers that are clearly not competitive. However, during this process, eliminated offers are not yet totally rejected, and may be re-visited later in the evaluation process.

**Requests for Tenderers to make a formal presentation** - If appropriate, and tenderers have been forewarned in the Conditions of Tender, tenderers may be requested to make a formal presentation to the evaluation committee, clarifying their tender and providing the opportunity for the committee to ask questions. Under these circumstances, the tenderer will be directed to not introduce new or revised information. All information, questions and answers will be formally recorded by the Council.

**Calculate value for money and compare offers** - The aim of council's comparative evaluation process is to determine which offer best meets all the requirements of the specification and offers the best value for money. The major factors which Southern Midlands Council take into consideration when evaluating value for money are:

- the quality of the proposed good or service, that is, how well it meets the specified requirements;
- vs
- whole of life costs; vs
- risk, that is, the capacity of the tenderer to deliver the goods or services, as specified, on-time and on-budget.

**Select preferred tenderer** – when selecting the offer that represents the best value for money for council and where two or more firms are ranked equally following the value for money assessment, we will give preference to a Tasmanian business over an inter-State or overseas businesses. In selecting a preferred tenderer for a high risk/high value or complex process, Southern Midlands Council will often undertake a due diligence investigation to ensure that the tenderer has the capacity and stability to fulfil all of the requirements of the contract.

**Write the evaluation report** - on completion of the evaluation process Southern Midlands Council will document the selection of a successful tenderer in an Evaluation Report to be submitted to the relevant



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approval authority (eg. Tender Review Committee and/or General Manager). Council's evaluation reports include:

- a comprehensive record of the evaluation method, the rationale used to select the preferred supplier, and whether it is recommended that negotiations should be undertaken, and on what basis; and
- reasons for overlooking lower priced tenders.

### 5.8 Notification of successful and unsuccessful bidders

Once the preferred bidder is selected and all relevant Council approvals to proceed with the purchase have been granted, Southern Midlands Council shall write and (in most cases) telephone the preferred provider to notify them that they have been successful. After the preferred bidder has been notified, Southern Midlands Council will notify all unsuccessful bidders in writing of their non-selection.

Southern Midlands Council will advise the unsuccessful bidders in writing of:

- the tender outcome, including the contract number and title;
- the successful contractor;
- the term of the contract; and
- the total contract price for the term of the contract.

Details of tenders awarded will be displayed on council's public notice board and on our web site for a period of not less than fourteen days.

All unsuccessful bidders will be offered a debriefing session.

### 5.9 Contract Management

A contract defines the rights and obligations of both parties once the tender is awarded. A contract is established when an offer is made and accepted. A contract comprises all relevant information provided to and by the business which has made the successful offer. This includes:

- the conditions of tender;
- the specifications, including any plans and other attachments;
- the successful offer; and
- the conditions of contract.

A draft copy of the conditions of contract will usually be included in council's original request for tender package.

For complex or high value purchases it may be necessary for council to enter into negotiations prior to finalising the contract in consultation with council's legal advisors. The purpose of these negotiations is to:

- test the understandings and assumptions made by tenderers in determining their costs;
- clarify and rectify any false assumptions; and
- achieve operational refinements and enhancements that may result in cost reductions.



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The outcomes of these negotiations will be reflected in the final contract and once completed and agreed, the formal contract is then be signed by both parties.

A formal contract management plan is not required for all contracts, but Southern Midlands Council may develop contract management plans for contracts that involve large dollar amounts, complex technical requirements, or when the contract manager is responsible for managing a large number of contracts simultaneously.

### 5.10 Standing tenders

From time to time Southern Midlands Council may utilise a standing tender in which one or more tenderers are contracted through an open tender process to provide specified goods or services over a period of time without the need for a further tender process.

The way in which a standing tender is established is the same as for an open tender process where the specification and description of the tender describe the intent of the standing contract and the conditions of its use.

### 5.11 Multiple-use register

From time to time Southern Midlands Council may utilise a multiple-use register process to establish a register of suppliers that council has determined satisfy the conditions for participation in that register, and that council intends to use more than once.

If it is determined that council will establish such a register, our General Manager will invite expressions of interest from prospective applicants for inclusion on a register by publishing at least once in a daily newspaper circulating in the municipal area a notice specifying –

- a description of the goods and services, or categories thereof, for which the register may be used;
- the name and address of the council and other information necessary to contract the entity and obtain all relevant documents relating to the register; and
- any deadlines for submission of application for inclusion on the register.

Our General Manager will ensure that applicants provided with the following in order to make an application:

- details of the categories of goods or services required;
- the criteria for evaluating applications;
- the method of evaluating applications against the criteria; and
- the conditions for participation to be satisfied by suppliers and the methods that the council will use to verify a supplier's satisfaction of the conditions;
- a reference to the council's Code for Tenders and Contracts.

Our General Manager will advise all prospective tenderers of the results of their application including all categories for which they are registered and the reasons for rejection of inclusion on the register as soon as practicable.



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When council wishes to use the register, our General Manager will invite all successful applicants that are registered for the relevant category to tender for the provision of the required good or service.

We will review any established register at least once every 12 months.

We will allow a prospective applicant to apply for inclusion on a register of tenderers at any time, unless the perspective tenderer –

- (a) has applied within the previous 12 months; and
- (b) has not been accepted.

The following table outlines the differences between a standing tender and a multiple-use register:

Standing Tender	Multiple-use register
<ul style="list-style-type: none"> <li>• Outcome of a procurement process</li> <li>• Can purchase directly from a panel list</li> <li>• Panel lists selected following evaluation</li> <li>• Size is set at conclusion of process</li> <li>• Indicative or set price</li> <li>• Operates for a finite period</li> <li>• Re-opens at conclusion of period</li> </ul>	<ul style="list-style-type: none"> <li>• Part of a procurement process</li> <li>• Basis for select tendering</li> <li>• conditions for participation stated</li> <li>• Cannot limit size</li> <li>• No pricing</li> <li>• Can operate indefinitely</li> <li>• Open continuously or annually</li> </ul>

### 5.12 Multiple-stage tenders

From time to time Southern Midlands Council may utilise a multiple-stage tendering process to:

- gain market knowledge and clarify the capability of suppliers (however, it will not be used as a substitute for conducting market research);
- shortlist qualified tenderers; and
- obtain industry input.

A multiple-stage purchasing process may be more costly and time-consuming for both suppliers and for council, and as such we will usually only use them where:

- the best way to meet the requirement is unclear;
- it is considered appropriate to pre-qualify businesses and restrict the issue of formal tenders (to reduce the cost of tendering);
- there are benefits which cannot be obtained by researching the market through conventional means; and
- maximum flexibility is required throughout the procurement process.

The multiple-stage processes that council may use are as follows:



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**Expression of interest** - an expression of interest (sometimes called a registration of interest) is generally used to shortlist potential suppliers before seeking detailed offers. Suppliers are shortlisted on their technical, managerial and financial capacity, reducing the cost of tendering by restricting the issue of formal tenders to those suppliers with demonstrated capacity.

**Request for proposal** – may be used by council when a project or requirement has been defined, but where an innovative or flexible solution is sought.

**Request for Tender**- may be used by council when a project requirement has been defined to solicit offers from businesses capable of providing a specified work, good or service.

**Request for information** – may be used at the planning stage of a project to assist with defining the project. Council will not issue a request for information to identify or select suppliers.

**Closed tender process** – may be used if the initial specification is well defined and an expression of interest or request for proposal has already been used to shortlist suppliers. Suppliers will be informed in advance that only those short-listed will be requested to tender.

Southern Midlands Council is mindful of the following aspects when conducting a multiple-stage tender process:

- the same mandatory requirements regarding advertising and seeking at least one bid from a local business, that apply to a public tender process;
- that a short-listed party cannot be engaged without going through a more detailed second (tender) stage process unless approved by an absolute majority of council; and
- when using a Request for Information, issues relating to intellectual property and copyright must be clarified prior to using the information provided to prepare the Request for Tender.

#### 5.14.1 Process

Our General Manager will invite expressions of interest, and use the list of suppliers who lodge an application as the basis for inviting potential suppliers to submit tenders.

Our General Manager is to publish at least once in a daily newspaper circulating in the municipal area a notice requesting any interested supplier to submit an expression of its interest to supply the good or service required. The notice is to specify:

- the nature of the goods or services the council requires;
- any identification details allocated to the contract;
- where the expression of interest is to be lodged;
- particulars identifying a person from whom more detailed information relating to the tender may be obtained;
- the period within which the expression of interest is to be lodged.

Our General Manager will ensure that prospective tenderers are provided with the following in order to lodge an expression of interest:

- details of the goods or services required;





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- the criteria for evaluating expressions of interest;
- the method of evaluating expressions of interest against the criteria;
- details of any further stages in the tender process; and
- a reference to the council's Code for Tenders and Contracts.

Our General Manager will then send an invitation to tender to all of the suppliers that expressed an interest in providing the good or service required unless it has stated specifically in the notice that the council may limit the suppliers that it will invite to participate.

Provided that the notice requesting expressions of interest states specifically that we may limit the suppliers we will invite to participate and the relevant requirements and evaluation criteria have been specified in the notice or associated documentation, our General Manager in determining the suppliers that will be invited to tender may:

- in assessing the technical ability, assess the extent to which an application meets the technical performance specifications of the procurement; and
- limit the number of businesses that it invites to tender, based on its rating of applications, provided that the largest number of potential suppliers selected, is consistent with an efficient tender process.

Our General Manager will:

- ensure that the evaluation criteria that is used to make a decision at the first stage of the process (expression of interest), is consistent with the criteria to be used for the second (tender) stage; and
- not directly engage a short-listed party without going through a more detailed second (tender) stage process unless approved by an absolute majority of council.

## 6. Exemptions

The *Local Government Regulations 2015* provide that councils must publicly invite tenders for the purchase of goods and services with a value in excess of \$250,000. Southern Midlands Council are committed to:

- encouraging open and effective competition between suppliers with the objective of obtaining value for money; and
- enhancing opportunities for local business.

As per the Regulations, council may not issue a tender or use a quotation process where the goods and services sought relate to:

- (a) an emergency if, in the opinion of the general manager, there is insufficient time to invite tenders for the goods or services required in that emergency;
- (b) a contract for goods or services supplied or provided by, or obtained through, an agency of a State or of the Commonwealth;
- (c) a contract for goods or services supplied or provided by another council, a single authority, a joint authority or the Local Government Association of Tasmania;
- (d) a contract for goods or services in respect of which a council is exempted under another Act from the requirement to invite a tender;
- (e) a contract for goods or services that is entered into at public auction;



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- (f) a contract for insurance entered into through a broker;
- (g) a contract arising when a council is directed to acquire goods or services due to a claim made under a contract of insurance;
- (h) a contract for goods or services if the council resolves by absolute majority and states the reasons for the decision, that a satisfactory result would not be achieved by inviting tenders because of –
  - (i) extenuating circumstances; or
  - (ii) remoteness of the locality; or
  - (iii) the unavailability of competitive or reliable tenderers;
  - (i) a contract of employment with a person as an employee of the council.

Point (h) above may be applied for one or more of the following reasons:

- where it can be established that there is only one supplier of a particular product or service and there is no appropriate substitute available, or where alternative options are not viable or do not provide value for money;
- where the original product or service has been selected through an open tender process and the request for exemption relates to the proposed purchase of an upgrade or addition to the existing system, and there are limited supply options;
- the product is being trailed to assist in the evaluation of its performance prior to a large scale purchase for which open tenders will be called;
- to assist in the development of a new product in conjunction with a private sector business;
- where the cost to council and to suppliers would outweigh the value for money benefits of calling public tenders;
- projects of genuine urgency (eg, in the case of a natural disaster or similar emergency circumstances); or
- other exceptional circumstances, where conclusive justification of the request is provided.
- 

Where an exemption has been granted on the basis of point (a) and (h) above, we will report in council's Annual Report the following details:

- (i) a brief description of the reason for not inviting public tenders;
- (ii) a description of the goods or services acquired;
- (iii) the value of the goods or services acquired; and
- (iv) the name of the supplier.

## 7. Complaints Process

Tasmanian Councils are provided with broad competency powers under the *Local Government Act 1993* to carry out the role of providing services to their communities.

The *Local Government Act 1993* also includes accountability measures under which Councils can be held responsible to their communities for their actions and decisions.

The resolution of complaints against council is a responsibility of council. Information regarding our formal complaint resolution process is available in council's Customer Service Charter.

In the first instance, complainants are encouraged to seek resolution through the Manager in charge of council's purchasing/tender process. If relevant, complainants are encouraged to seek a debriefing, if they have not already done so.



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If a complainant is not satisfied with the response of council's manager in charge of the purchasing/tender process, the complainant is able to write to our General Manager providing copies of all correspondence and other relevant material. Council's General Manager will take whatever action is considered necessary to resolve the complaint. In certain circumstances, council may employ a Probity Auditor to investigate the complaint.

Southern Midlands Council will maintain the following for any complaint made against council in relation to a procurement activity:

- the date the complaint was made;
- the complainant's details (eg, business name, contact details);
- a brief description of the complaint;
- action in progress (including dates actions are taken);
- the outcome (including whether the complaint was resolved or whether it was referred to another body for further review); and
- the response time.

## 8. Contract Renewals and Extensions

### 8.1 Contract Renewals

In most cases, where the goods or services being delivered under the contract are required on an ongoing basis, council will undertake a new procurement process (tender/quotation) prior to the completion of the existing contract.

### 8.2 Contract extension

In some circumstances, it may be desirable for council to extend an existing contract, rather than seek new tenders or quotations for the delivery of the goods or services.

Contracts will only be extended:

- following a full evaluation of the performance of the current contractor; and
- where the principles of open and effective competition are protected.

As a general rule, council will not extend contracts if:

- the original contract does not allow an extension;
- since the previous tender, the market has changed substantially; or
- the nature of the goods/services required has substantially changed.

## 9. Disposals

Disposals are to be conducted so that the best return to council is achieved. Disposal of land will be made in accordance with Division 1 of Part 12 of the *Local Government Act 1993*.

## 10. Reporting



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## 10.1 Annual Report

Council will publish in its Annual Report in relation to all contracts for the supply or provision of goods and services valued at or above \$250,-000 (excluding GST), awarded or entered in the financial year, including extensions granted:

- a description of the contract;
- the period of the contract;
- the periods of any options for extending the contract;
- the value of any tender awarded or, if a tender was not required, the value of the contract excluding GST;
- the business name of the successful contractor; and
- the business address of the successful contractor.

Where an exemption has been granted from a tender process [refer Section 6 point (a) and (h)], we will report in council's Annual Report the following details:

- a brief description of the reason for not inviting public tenders;
- a description of the goods or services acquired;
- the value of the goods or services acquired; and
- the name of the supplier.

## 10.2 Reporting to Council

The General Manager will report at each Council meeting any instance, since the previous meeting, where a purchase of a good or service is made where a public tender or quotation process is not used.

## 11. Common Use Contracts

Where the Department of Treasury and Finance has established whole-of-Government contracts for the supply of goods or services to agencies and other authorised organisations, council may choose to utilise the following whole-of-Government contracts:

Information on these contracts is available from the Tasmanian Government's Department of Treasury and Finance's website at [www.purchasing.tas.gov.au](http://www.purchasing.tas.gov.au).

## 12. Public Interest Disclosure Act 2002

### 12.1 Statement of Purpose

The Southern Midlands Council is committed to the aims and objectives of the *Public Interest Disclosures Act 2002* (the Act). It does not tolerate improper conduct by its employees, officers or members, or the taking of detrimental action against those who come forward to disclose such conduct.



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The Southern Midlands Council recognises the value of transparency and accountability in its administrative and management practices, and supports the making of disclosures that reveal the type of conduct to which the Act is directed.

The Southern Midlands Council will take all reasonable steps to protect people who make such a disclosure from any detrimental action in reprisal for making the disclosure, and to protect their welfare. It will also afford natural justice to all parties involved in the investigation of a disclosure.

**12.2 Purpose of the Procedures of the Public Interest Disclosure Act 2002**

These procedures establish a system for reporting disclosures of improper conduct or detrimental action by members, officers or employees of the Southern Midlands Council. The procedures are also intended to assist its members, officers and employees to understand the way in which the Act operates and needs to be administered.

The system created by these procedures provides for such disclosures to be made to the General Manager (the Principal Officer) or to a delegated Public Interest Disclosure Officer. Disclosures may be made by people who are “public officers” with the Southern Midlands Council.

People who are or have been “contractors” with Southern Midlands Council for the supply of goods or services can make disclosures to the Ombudsman or Integrity Commission. The meaning of public officers and contractors is explained later in this document.

These procedures are designed to complement normal communication channels between supervisors and employees. Employees are encouraged to continue to raise appropriate matters at any time with their supervisors, and to use existing grievance procedures within the organisation where appropriate.

The procedures have been prepared in accordance with Guidelines and Standards published by the Ombudsman under s 38(1)(c) of the Act.

A copy of the Public Interest Disclosure – Procedures can accessed from the Southern Midlands Council website at [www.southernmidlands.tas.gov.au](http://www.southernmidlands.tas.gov.au).

**13. Policy Approval Process**

The Code for Tenders and Contracts is to be reviewed every four years.

<b>First Council Meeting Date:</b>	<a href="#">30<sup>th</sup> August 2000</a>	<b>Decision No.</b>	<a href="#">C/00/08/041/4490</a>
<b>Final Council Meeting Date:</b>		<b>Decision No.</b>	
<b>Repealed Council Meeting Date:</b>		<b>Decision No.</b>	
<b>Updated Council Meeting Date:</b>	<a href="#">27<sup>th</sup> November 2002</a>	<b>Decision No.</b>	<a href="#">C/02/07/034/5670</a>
<b>Considered Council Meeting Date:</b>	<a href="#">8<sup>th</sup> June 2005</a>	<b>Decision No.</b>	
<b>Updated Council Meeting Date:</b>	<a href="#">29<sup>th</sup> June 2005</a>	<b>Decision No.</b>	<a href="#">C/05/06/034/7583</a>
<b>Considered Council Meeting Date:</b>	<a href="#">25<sup>th</sup> September 2013</a>	<b>Decision No.</b>	<a href="#">C/13/09/164/19478</a>
<b>Updated Council Meeting Date:</b>	<a href="#">9<sup>th</sup> October 2013</a>	<b>Decision No.</b>	<a href="#">C/13/10/085/19497</a>



Council Policy  
**draft version 7 CODE FOR TENDERS AND CONTRACTS**

Approved by: Council  
Approved date: [25-October-2017](#)/[January 2023](#)  
Review date: [October-2021](#)/[January 2027](#)

<b>Updated Council Meeting Date</b> <i>In respect of an E-Procurement Portal</i>	<i>28<sup>th</sup>-January-2015</i>	<b>Decision-No</b>	<i>C/15/01/105/19946</i>
<b>Considered Council Meeting Date:</b>	<i>27<sup>th</sup>-September-2017</i>		
<b>Updated Council Meeting Date</b> <i>In respect of increase of prescribe amount plus the addition of PID Act information</i>	<i>25<sup>th</sup>-October-2017</i>		



Council Policy  
**Draft CODE OF CONDUCT FOR EMPLOYEES AND WORKERS**  
~~CODE OF CONDUCT POLICY~~

Approved by: Council  
 Approved date: ~~January 2021 (Desktop review)~~ January 2023  
 Review date: ~~January 2024~~ January 2026

## 1. PURPOSE

The Code of Conduct for Employees and Workers Policy specifies how Southern Midlands Council's Employees and Workers should conduct the business of Council

## 2. OBJECTIVE

The aims of this Policy are to:

- (a) Ensure that Employees and Workers understand their obligations and do not engage in Infringing Workplace Behaviour;
- (b) Provide a framework for Employees and Workers to make decisions and engage in behaviours that are ethical and appropriate for Council and Employees/Workers;
- (c) Reflect Council's commitment to the highest standards of honesty and integrity in meeting the needs of Council and the community we serve;
- (d) Outline the standards of conduct or behaviour expected at all times relevant to work and responsibilities;
- (e) Operate with the Applicable Laws and Council's policies and procedures; and
- (f) Recognise that Employees and Workers are ultimately responsible for their own behaviour.

## 3. SCOPE

This Policy covers and applies to Employees and Workers in relation to:

- (i) Behaviour at the Workplace;
- (ii) The performance of work for or in connection with Council; and
- (iii) Conduct outside the Workplace or working hours if the acts or omissions:
  - (a) Are likely to cause serious damage to the relationship between Council, Employees or other persons at the workplace; or
  - (b) Are incompatible with Employee's/Workers duty to Council; or
  - (c) Damage or are likely to damage Council's interest or reputation.

This policy does not cover or apply to a Councillor.

## 4. DEFINITIONS

### Applicable Laws

All laws in connection with the carrying out of work or the Workplace including"

- *Age Discrimination Act 2004* (Cth)
- *Anti-Discrimination Act 1998* (TAS)
- *Australian Human Rights Commission Act 1986* (Cth)



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- *Disability Discrimination Act 1992 (Cth)*
- *Fair Work Act 2009 (Cth)*
- *Local Government Act 1993 (TAS)*
- *Racial Discrimination Act 1975 (Cth)*
- *Sex Discrimination Act 1984 (Cth)*
- *Work Health & Safety Act 2012 (TAS)*
- *Workers Rehabilitation & Compensation Act 1988 (TAS)*

### Confidential Information

Any information, with the exception of information in the public domain other than as a result of a breach by the Employee and/or Worker disclosed, or communicated to the Employee and/or Worker by, or on behalf of Council that:-

- (a) Is marked or designated as 'Confidential'
- (b) Would at law be considered secret or 'confidential information of Council';
- (c) That the Employee/Worker might reasonably expect Council to regard as confidential; or
- (d) Which comes into the Employee's/Worker's possession, or is learnt, accessed or generated by the Employee/Worker, in the course of the Employee/Worker's employment or engagement, whether or not the information was originally supplied by the Council; and
  - (i) relates to Council dealings, customer or client lists, financial position and arrangements, funding, transactions, general affairs, contracts entered into, program planning and consultant's advice, promotional information, planning information, equipment and techniques, used or any of the above matters for Council's business;
  - (ii) Without limiting the generality of the above relates to internal Council management, the structure of Council, information about Employees/Workers, Policies, marketing programs, strategies, plans, investments or aspects of its future operations; or
  - (iii) Relates to internal Council management, the structure of the business of Council, Council personnel, marketing programs, strategies, plans, investments or aspects of its future operations.

### Conflict of Interest

An actual, potential or perceived conflict between duties or work or services provided to Council and private interests of an Employee and/or Worker, in which the Employee and/or Worker has private 'interests' which could improperly influence the performance of work, duties or services provided to Council by that Worker.

Without limiting the generality of the above, includes any 'interests' identified in the *Local Government Act 1993 (TAS)*.

### Council Property

Any real or tangible property (e.g. cash, motor vehicles, plant and equipment); and any intangible property (e.g. intellectual property and goodwill) owned by Council or in Council's possession or control.





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**Councillor**

An elected member of Council known as a Councillor ~~or Alderman~~ or otherwise meeting the definition of a 'councillor' as defined under section 3 of the *Local Government Act 1993* (TAS).



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### **Employee**

A person who carries out work for Council as an employee of Council.

### **General Manager**

The General Manager of Council as appointed under section 61 of the *Local Government Act 1993* (TAS).

### **Infringing Workplace Behaviour**

Any act or omission, which amounts to a breach of any Council policy, contractual obligation or misconduct at common law.

### **Manager/Supervisor**

A person at the Workplace who is appointed to a position that has management/supervisory responsibilities for others or their appropriately nominated or authorised delegate

### **Nominated Council Delegate**

Deputy General Manager

### **Other Persons at the Workplace**

Any persons at the Workplace who is not a Worker including visitor and ratepayers.

### **Privileged Information**

Any information which is subject to legal professional privilege

### **Sensitive Information**

Personal information or an opinion relating to personal information about individuals:

- (a) Racial or ethnic origin; or
- (b) Political opinions; or
- (c) Membership of a political association; or
- (d) Religious beliefs or affiliations; or
- (e) Philosophical beliefs; or
- (f) Membership of a professional or trade association; or
- (g) Membership of a trade union; or
- (h) Sexual preferences or practices; or
- (i) Criminal record; and
- (j) Health information about an individual

### **Worker**

A person who carries out work in any capacity for Council, including work as:

- (a) an Employee;
- (b) a contractor or subcontractor;
- (c) an employee of a contractor or subcontractor;
- (d) an employee of a labour hire company who has been assigned to work at Council;
- (e) an outworker;
- (f) an apprentice or trainee;
- (g) a student gaining work experience;
- (h) a volunteer; or



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- (i) a person of a prescribed class;

But does not include a Councillor.

### Workplace

A place where work is carried out for Council.

### Training

Council will provide all persons covered by this Policy with appropriate training so they are made aware of their responsibilities and obligations under the Policy.

## 5. REQUIREMENTS

- (a) Employees and Workers must comply with this Policy;
- (b) If Employees and/or Workers are unsure as to compliance then consider:
- (i) Discussions with other Workers or Managers/Supervisors at the workplace to get an objective viewpoint.
  - (ii) What you would do if it was your money, time or equipment;
  - (iii) Being on the receiving end of your decision or action;
  - (iv) Whether you could adequately defend your actions to your immediate Manager/Supervisor;
  - (v) The potential consequences of your behaviours or decisions for other Workers, your family, Council's ratepayers and wider community including whether you would feel comfortable with it reported in the media; and
  - (vi) Who will benefit? Will it be fair to Council, the parties involved and yourself. If Workers still have doubts about the correct thing to do, refer the matter to the General Manager for advice.
- (c) Managers/supervisors are required to reasonably promote this Policy within their area of responsibility and take reasonable steps to ensure that any potential breaches of this Policy are identified, taken seriously and acted upon appropriately.

## 6. POLICY

### 6.1 Acting with Honesty and Integrity

Acting with honesty and integrity will maintain the respect and confidence in Council. To demonstrate honesty and integrity Employees and Workers will:

- (a) Treat Workers and Other Persons at the Workplace with honesty, respect and courtesy;
- (b) Not take improper advantage of their position in order to obtain a benefit for others or themselves



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- (c) Report dishonest, unethical, fraudulent or corrupt behaviour or maladministration by Workers or Other Persons at the Workplace;
- (d) Not seek or accept any type of unauthorised compensation, fee/payment (ie monetary or non-monetary), commission or gratuity from a third part in connection with the operations of Council;
- (e) Not offer or accept any gift, hospitality, or other financial/non-financial benefit without the prior written approval of the Nominated Council Delegate;
- (f) Not make or take any bribes, kickbacks, inducements or other illegal payments of any kind for the benefit or any person or party in connection with obtaining orders or favourable treatment or for any other purpose in connection with the operations of Council;
- (g) Report in writing to the Nominated Council Delegate with full details of any gifts, hospitality, or other financial/non-financial benefit received by Employees; and
- (h) Encourage and support good faith reporting of breaches of this Policy without retribution.

### 6.2 Acting with Professionalism

Professionalism is conduct that fosters and preserves reputations as individuals and that of Council. To demonstrate professionalism Employees and Workers will:

- (a) Not engage in or tolerate Infringing Workplace Behaviour;
- (b) Support and not publicly criticise, decisions of Council;
- (c) Not undermine or bring Council's integrity or reputation into disrepute;
- (d) Work co-operatively as a team and treat Workers and Other Persons at the Workplace with respect and dignity;
- (e) Exercise diligence, best endeavours and sound judgment when carrying out their duties or providing services;
- (f) Maintain a professional relationship with third parties when engaged as a Worker;
- (g) Provide levels of service that they competent and authorised to provide;
- (h) Not make unauthorised statements or commitments on behalf of the Council.

### 6.3 Acting in Accordance with the Law and Policies and Procedures



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Employees and Workers should act in the spirit and intent of the Applicable Laws governing Council's activities and strive to be familiar with and comply with all relevant laws, policies and procedures. To demonstrate this commitment Employees and Workers will:

- (a) Respect and abide by all Applicable Laws, Policies and Procedures;
- (b) Comply with all lawful and reasonable directs from authorised persons;
- (c) Only act within their authority;
- (d) Protect Council property, in particular, take care to avoid or minimise the possibility of theft or misuse of Council Property;
- (e) Only use Council property for Council purposes and in accordance with appropriate authorisations;
- (f) Not use Council property for private purposes unless authorised by their Manager/Supervisor; and
- (g) Comply with delegations, and other authorisations as directed.

#### 6.4 Declaring and Avoiding Conflicts of Interest

Conflict of Interests can jeopardise confidence in Council. To demonstrate declaration and avoidance Employees will:

- (a) Not take on Personal business or financial or private interests that compete or conflict with Council's interests;
- (b) Inform their Manager/Supervisor as soon as they become aware of possible Conflicts of Interest involving themselves or others and provide all reasonable information about the possible Conflict of Interest and comply with any directions;
- (c) Reasonably seek approval before taking up other employment or engagements outside of their position with Council;
- (d) Declare any Conflict of Interest that could occur through share-holdings, ownership of real estate or being the trustee of beneficiary of a trust;
- (e) Nott use of take advantage of any Council Property or Information belonging to Council for personal benefit or for the benefit of any other person;
- (f) Not engage directly or indirectly in any outside business activity involving commercial contact with Council or work for the benefit of Council commercial customers, suppliers or competitors without the prior written consent of the Nominated Council Delegate; and



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- (g) Disclose ownership of shares in a listed entity which deals with or competes with Council to the Nominated Council Delegate.

### 6.5 Respect Privacy and do not Misuse Information

To demonstrate respect for privacy and proper use of information Employees and Workers will:

- (a) Not disclose Confidential Information to any person or entity without the prior written consent of the Nominated Council Delegate;
- (b) Not disclose to any person or entity without the prior written consent of the Nominated Council Delegate or improperly use specific information referred to in s338A and 339 of the *Local Government Act 1993* (TAS).
- (c) Disclose if required by Applicable Laws, Confidential Information (but no more than is necessary to discharge their legal obligations), to the relevant authority in a manner that is accurate and truthful. Before such disclosures are made, and if permitted by Applicable Laws, Employees and Workers acting as Council's representatives must advise, to the extent permitted by Applicable Law, the Nominated Council Delegate about the pending disclosure;
- (d) Not use Confidential Information for the purpose of directly or indirectly obtaining personal gain or another benefit.
- (e) Only access Confidential Information for authorised work-related tasks;
- (f) Disclose to their Manager/Supervisor situations that may create a Conflict of Interest before a conflict arises, or if one does occur, immediately on becoming aware;
- (g) Not encourage others to disclose Confidential Information or Sensitive Information or Privileged Information.
- (h) Ensure the secure collection, storage and disposal of Confidential Information and Sensitive Information regardless of its medium; and
- (i) Comply with Applicable Laws regarding declaration of any pecuniary interest they or a close associate of theirs may have regarding any matter in which they provide advice to Council, make a decision or determination or make a recommendation to Council about.

### 6.6 Strive to be Good Citizens and Achieve Community Respect

Council is committed to service excellence and aims to maintain public confidence and respect. Employees and Workers will:



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- (a) Be aware that the choices they make in business activities may impact on other Workers, Other Persons ~~at~~ the Workplace, the community and the environment and must take this into account when making decisions,
- (b) Commit to taking reasonable care to avoid acts and omissions that may adversely affect themselves, Workers and Other Persons at the Workplace,
- (c) Aim to be socially, financially and environmentally responsible in the use of Council resources;
- (d) Work together to achieve Council's goals and visions;
- (e) Perform their duties to the best of their ability and ensure work is carried out efficiently and effectively;
- (f) Commit to equality and diversity;
- (g) Strive to make a positive contribution to Council, Workers and Other Persons at the Workplace, and the community;
- (h) Consider the broader impact of their decisions on stakeholders and the community; and
- (i) Report any corrupt or fraudulent conduct or any maladministration.

## 6.7 Obligations after leaving Council

- (a) Prior to ceasing work for Council, Employees and Workers must return all Council equipment, property and documentation provided or obtained as part of their work. This includes, but is not limited to, instruction manuals, identification cards, procurement cards, keys, vehicles, mobile phones, other communication devices, personal protective equipment, all tools, computer software and hardware;
- (b) If an Employee or Worker ceases working for Council they must not disclose any confidential information provided to them.
- (c) Employees must repay any outstanding debts owed to Council prior to ceasing work for Council. Council reserves the right to deduce any monies owed from the Employee's final pay.

## 6.8 Reporting of Breaches

Employees and Workers must reasonably report breaches of Infringing Workplace behaviour as follows:

For breaches by:



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- (a) An Employee (other than the General Manager) the report must go to the reporting person's applicable Manager; and/or
- (b) The General Manager the report must go to the Mayor (of if unavailable to the next appropriately delegated Councillor) and
- (c) As otherwise required or permitted by Applicable Laws.

### 6.9 Breaches of Policy

Employee or Workers who engage in Infringing Workplace Behaviour may be subject to appropriate disciplinary action in accordance with the Disciplinary Policy and Procedure (~~Employees~~). Infringing Workplace Behaviour may also amount to breaches of Applicable Laws:

- (a) Exposing individuals to legal proceedings; and
- (b) Making Council vicariously liable for the conduct of others.

### 7. LEGISLATION

*Work Health and Safety Act 2012 (TAS)*  
*Work Health and Safety Regulations 2012 (TAS)*  
*Fair Work Act 2009 (CTH)*  
*Anti-Discrimination Act 1998 (TAS)*  
*Sex Discrimination Act 1984 (CTH)*

### 8. RELATED DOCUMENTS

Disciplinary Policy and Procedure  
 Complaints & Grievances Policy and Procedure  
 Respect in the Workplace Policy  
 Fraud Control and Corrupt Conduct Prevention Policy and Procedure

### 9. DOCUMENT ADMINISTRATION

This Instruction is a managed document and is to be reviewed every three (3) years or as directed by the General Manager.

This document is Version 24.4 effective January 20234. The document is maintained by the General Manager's Unit~~Manager, Community & Corporate Development, for the~~ of Southern Midlands Council.



# Tasmanian Library Advisory Board

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Terms of Reference

July 2021

# Tasmanian Library Advisory Board

## Terms of Reference

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### Appendices

- 1 – Tasmanian Library Advisory Board Strategic Action Plan 2021 – 2024
- 2 – Libraries Tasmania Strategic Directions 2018 – 2021
- 3 – Libraries Tasmania: *A doorway to discovery*

## 1. Purpose

The Tasmanian Library Advisory Board (Board) is a voluntary, independent advisory group established under the [Libraries Act 1984](#) (Act).

The Board provides the Minister for Education (Minister) and Secretary Department of Education (Secretary) with objective, community-based advice on issues concerning the delivery of statewide library and archive services in Tasmania; in particular, the public's right of access to information and ideas<sup>1</sup>.

The Board's scope covers contemporary library services that include lending, reference and information services, computers and internet access, written and digital literacy and numeracy programs, lifelong learning, care of Tasmania's documentary heritage and the State Archives.

The Board is a valuable resource that enhances Libraries Tasmania's reputation and credibility by:

- representing the views of library users and the general community
- providing advice on proposed service initiatives and directions
- offering a breadth of skills and knowledge-base that the organisation can draw on
- championing and advocating the wide range of services, programs and resources Libraries Tasmania offers.

The Board does not have responsibility for Libraries Tasmania's operational decisions.

Background information about Libraries Tasmania is provided at Appendices 2 and 3.

## 2. Membership

The Board's membership reflects the interests of library users and covers a mix of urban and rural representatives. A diverse range of member experience, interests, knowledge and skills demonstrate the Board's connection to the community and bring a wide range of viewpoints and ideas to its discussions.

As Libraries Tasmania is a major cultural heritage and collecting institution for Tasmania's documentary history and heritage, membership usually includes at least one person with knowledge and expertise in cultural heritage matters.

Membership of the Board is established under the provisions of Section 11(2) of the Act, which states that the Board consists of 13 members:

- a) a Chairperson nominated by the Minister
- b) four people nominated by the Minister from a list of names representing a mix of urban and rural interests submitted by the Local Government Association of Tasmania, of whom
  - i. at least one is from the northern area,
  - ii. at least one is from the north-western area, and
  - iii. at least one is from the southern area
- c) four people nominated by the Minister to represent the interests of users of the State Library Service
- d) four people nominated by the Minister to represent the interests of users from around the state, with at least one person from each of the north, north-west and south
- e) the person for the time being holding, in the Department of Education (DoE), an office or position nominated by the Secretary (Executive Director, Libraries Tasmania).

The Secretary may also attend any Board meeting.

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<sup>1</sup> Section 12 (ea) Functions of Board *Libraries Act 1984*

### 3. Role of the Chairperson

The Chairperson of the Board presides at all meetings. If the Chairperson is not present, a member of the Board, elected by the members, can preside at that meeting.

### 4. Terms and selection of members

Members are appointed by the Governor for an initial period of up to three years, and shall be eligible for re-appointment for a further term or terms.

Generally, new members are sought through an expression of interest process advertised in local newspapers and on the [Libraries Tasmania website](#). Local government nominations are requested from the Local Government Association of Tasmania.

TLAB membership is selected to provide the mix of expertise necessary to inform Libraries Tasmania's strategic direction.

Membership is exercised by each member personally, and may not be exercised by alternatives, including proxies.

If a member resigns or is removed from their office, the Governor may appoint a person to the vacant office for the balance of their predecessor's term.

### 5. Member induction

Each member (and new members appointed mid-term) will receive an induction from the Chairperson and Executive Director Libraries Tasmania. Topics covered in the induction will include:

- TLAB Terms of Reference
- *Tasmanian Library Advisory Board Strategic Actin Plan 2021 – 2024*
- Overview of Libraries Tasmania, including sites and locations, range of services, clients, workforce and budget
- Libraries Tasmania strategic directions
- Libraries Tasmania organisational chart
- Previous annual reports
- National and State Libraries Australia strategic plan
- *26TEN Tasmania: Tasmania's strategy for adult literacy and numeracy 2016-2025*
- Integrity Commission education package for boards and committees.

### 6. Remuneration of members

While members do not receive sitting fees, they are entitled to be paid remuneration (including travelling and subsistence allowances) as the Governor determines [Schedule 1 (4) of the Act]. A claim for reimbursement of travelling expenses is provided for completion by Board members at each meeting.

### 7. Limits to authority

The Board is an independent advisory group. It does not have delegated authority to make decisions on organisational or departmental matters. The Board may be requested from time to time to consider and report on matters referred to it by the Secretary or the Minister.

## 8. Decision-making process

The Board is required to review a range of matters and proposals relating to the delivery of statewide library services and provide impartial advice and recommendations on the suitability and appropriateness of such proposals.

The Board will respond to recommendations by consensus wherever possible. Seven members form a quorum.

As the Board performs an advisory role to the Secretary and Minister, the Board has no decision-making responsibilities.

## 9. Conflicts of interest

All Board members have a duty to disclose and appropriately manage actual, potential or perceived conflicts of interest.

Before they are officially appointed, each nominee must make a disclosure of any material, direct or indirect interests that could conflict with their duties as a Board member. It is the responsibility of Board members to make ongoing disclosures during their terms of appointment.

“Disclosure of interests” is a standing agenda item at the beginning of each Board meeting. Board members are required to advise of any conflicts of interest or duty regarding agenda items at this point in the meeting, and before discussion of any substantive agenda items. Ideally, any potential or real conflicts should be raised with the Chairperson prior to the meeting to determine the appropriate way to manage the conflict.

The Board Secretariat will be responsible for recording all such disclosures in the Board meeting minutes.

The Chairperson and Libraries Tasmania Executive Director must ensure that a conflict of interest disclosure process is implemented, information is regularly updated, and conflicts of interest are managed appropriately.

## 10. Managing ethical risks and acting in the public interest

As with all public-sector bodies, the Board plays an important role in serving and protecting the public interest. This includes performing functions and duties and exercising any discretionary powers in a way that puts the public interest ahead of any personal or private interests, or those of a specific group.

Members have an individual responsibility to behave ethically and an obligation to keep ethical issues and the interests of the public front of mind, to collectively make ethical decisions and to raise any concerns with the relevant authority.

Training developed by the Integrity Commission is included in the Board's induction processes.

## 11. Role of members

The role of a Board member is to:

- participate actively in meetings and express any views with due regard for community interest
- provide insight and encourage new ideas concerning the delivery of contemporary library services in Tasmania
- track developments in Libraries Tasmania and ensure it remains true to its purpose, values and key objectives
- participate in workshop-style sessions to canvas ideas about how the Board can support Libraries Tasmania to remain sustainable and relevant

- champion and advocate for Libraries Tasmania and its role as a major Tasmanian cultural institution
- help raise the profile of Libraries Tasmania
- increase awareness of Libraries Tasmania's contribution to the community.

## 12. Code of conduct

The Board commits itself and its members to ethical and professional conduct, including proper use of authority and appropriate decorum when acting as Board members.

A Board member must:

- be well informed on issues before the Board meeting, prepare adequately for meetings and seek additional information if required
- exercise authority as a Board member only when acting in a meeting with the full Board or as delegated by the Board
- accept collective responsibility and support decisions of the Board
- respect the views of other members and demonstrate appropriate conduct at meetings
- maintain confidentiality of personal information and Board deliberations
- declare any real or potential conflicts of interest as they arise, and propose ways to manage these
- behave ethically and act in the public interest ahead of any personal or private interests.

## 13. Attendance

Board members are expected to attend all regular meetings and extraordinary meetings wherever possible. If a member is absent from three consecutive ordinary meetings, their membership may be declared vacant.

## 14. Meeting proceedings

### Regular meetings

The Board meets face-to-face four times per year, with meetings held mostly in Hobart. At least one of the four meetings is normally held in the north or north-west of the state. The Board may use video link and/or teleconference facilities when appropriate.

Out-of-session papers for urgent matters requiring consideration of the Board may be distributed with the agreement of the Chairperson.

### Extraordinary meetings

Extraordinary meetings may be called by the Chairperson in consultation with the Executive Director Libraries Tasmania.

### Minutes

Minutes of all Board meetings are kept. Each Board member should receive a copy of the minutes within two weeks of the meeting date. The minutes are confirmed at the next regular meeting with or without amendments. Board minutes are not made publicly available.

Libraries Tasmania will designate a staff member responsible for keeping an appropriate record of each Board meeting and correspondence in accordance with DoE's Records Management Policy.

## Agendas

Meeting agendas follow a standard format, and are set by the Executive Director Libraries Tasmania in consultation with the Chairperson.

Board members may propose items for inclusion in the agenda through standard meeting procedure or in prior discussion with the Chairperson.

## 15. Reporting

At the end of each financial year, the Board must submit a report of its affairs and activities to the Secretary. This is done as part of the DoE annual report.

## 16. Resignation

The Act specifies the process for resigning from the Tasmanian Library Advisory Board [see Vacation of Office, Schedule 1(6)].

As Board members are appointed by the Governor of Tasmania, a formal letter of resignation addressed to His/Her Excellency, the Governor-in-Council is required.

When writing to the Governor of Tasmania, the following is the form the letter must take.

His/Her Excellency, the Governor-in-Council  
Forwarded through the Minister for Education

Your Excellency

In accordance with the provisions of clause 6(1)(g) of Schedule 1 of the *Libraries Act 1984*, I hereby tender my resignation as a member of the Tasmanian Library Advisory Board.

Yours sincerely

[Your name]

[Date]

## 17. Review

To ensure continued accuracy and relevance, the Board will review its terms of reference every two years, or sooner at the request of two of its members or Libraries Tasmania. If changes are warranted, revised terms of reference will be presented to the Board for approval before being enacted.