



# PUBLIC COPY ATTACHMENTS

## ORDINARY COUNCIL MEETING

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Wednesday, 26<sup>th</sup> September 2018  
Municipal Offices, 71 High Street, Oatlands  
10.00 a.m.

- |                    |   |
|--------------------|---|
| <b>Item 4.1</b>    | Draft Council Meeting Minutes (Open) – 22 <sup>nd</sup> August 2018   |
| <b>Item 4.2.1</b>  | Minutes – Southern Midlands Facilities and Recreation Committee – 13 <sup>th</sup> September 2018<br><br>Minutes – Parattah Progress Association – 21 <sup>st</sup> August 2018 |
| <b>Item 11.1.1</b> | Development Application documents & Representations DA2018/59 – Firing Range, 714 Woodsdale Road, Runnymede   |
| <b>Item 14.1.2</b> | Proposed Submission to the Anglican Diocese of Tasmania   |
| <b>Item 14.3.1</b> | 'Heritage Hub' Social Enterprise Proposal – 79 High Street, Oatlands  |
| <b>Item 14.3.2</b> | Event Evaluation – Heritage & Bullock Festival 2018   |
| <b>Item 16.1.1</b> | Lease Agreement – SMC & Oatlands Community Association dated 1 <sup>st</sup> January 2018   |

SOUTHERN  
MIDLANDS  
COUNCIL



# **MINUTES**

## **ORDINARY COUNCIL MEETING**

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Wednesday, 22<sup>nd</sup> August 2018

Municipal Offices, 85 Main Street, Kempton

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# OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL  
HELD ON WEDNESDAY, 22<sup>ND</sup> AUGUST 2018 AT THE MUNICIPAL OFFICES, 85  
MAIN STREET, KEMPTON COMMENCING AT 10:00 A.M

## 1. PRAYERS

Rev Dennis Cousens recited prayers.

## 2. ATTENDANCE

Mayor A E Bisdee OAM, Deputy Mayor A Green (entered the meeting at 10.05 a.m.), Clr A Bantick, Clr E Batt, Clr R Campbell, Clr D Fish and Clr D Marshall.

Mr Tim Kirkwood (General Manager), Mr Andrew Benson (Deputy General Manager), Mr David Cundall (Manager, Development & Environment Services), Mr Brad Williams (Manager, Heritage Projects), Mr Jack Lyall (Manager, Infrastructure & Works), Michelle Webster (Community Development Officer), Wendy Young (Corporate Compliance Officer) and Elisa Lang (Executive Assistant).

## 3. APOLOGIES

Nil.

*Prior to commencement of the meeting, Mayor A E Bisdee OAM acknowledged and commended all Council staff, including the members of the community that formed the Organising Committee, for their efforts in organising the extremely successful Heritage and Bullock Festival held in Oatlands on 11<sup>th</sup> & 12<sup>th</sup> August 2018 . Andrew Benson, Michelle Webster and Wendy Young received an additional mention for their role(s) in organising the 'Centenary of the Planting of the Memorial Avenue Trees' Service of Commemoration held 19<sup>th</sup> August 2018.*

## 4. MINUTES

### 4.1 Ordinary Council Minutes

#### DECISION

*Moved by Clr D Fish, seconded by Clr E Batt*

**THAT the Minutes (Open Council Minutes) of the previous meeting of Council held on the 24<sup>th</sup> July 2018, be confirmed.**

#### CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## 4.2 Special Committees of Council Minutes

### 4.2.1 SPECIAL COMMITTEES OF COUNCIL - RECEIPT OF MINUTES

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

- Southern Midlands Emergency Management Committee Minutes – 6<sup>th</sup> August 2018

#### **DECISION**

*Moved by Clr A Bantick, seconded by Clr E Batt*

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

#### **CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

### 4.2.2 SPECIAL COMMITTEES OF COUNCIL - ENDORSEMENT OF RECOMMENDATIONS

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

- Southern Midlands Emergency Management Committee Minutes – 6<sup>th</sup> August 2018

#### **DECISION**

*Moved by Clr D Fish, seconded by Clr A Bantick*

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

#### **CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

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

**4.3.1 JOINT AUTHORITIES - RECEIPT OF MINUTES**

**DECISION NOT REQUIRED**

**4.3.2 JOINT AUTHORITIES - RECEIPT OF REPORTS (ANNUAL & QUARTERLY)**

- Southern Tasmanian Councils Authority – Quarterly Report – June 2018.

**DECISION**

*Moved by Clr E Batt, seconded by Clr A Bantick*

**THAT the report submitted by the above Joint Authority be received.**

**CARRIED**

<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## 5. NOTIFICATION OF COUNCIL WORKSHOPS

### DECISION

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

**THAT the information be received.**

### CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Cllr A R Bantick	√	
Cllr E Batt	√	
Cllr R Campbell	√	
Cllr D F Fish	√	
Cllr D Marshall	√	



## **6. COUNCILLORS – QUESTION TIME**

### **6.1 QUESTIONS (ON NOTICE)**

The following questions were submitted by Cllr R Campbell on the 14<sup>th</sup> August 2018.

**Q1. Callington Park – After receiving a number of complaints re Paths in Callington Park becoming sticky mud after a wet spell and the area around the mill became muddy it puts a bad image on council when events are held in the park complex. What can council do to rectify the mud problem?**

*General Manager's response:*

*The Heritage and Bullock Festival which commenced on Saturday 11<sup>th</sup> August 2018 followed a significant rain event which came through on the Friday evening. There was approximately 12mm of rain. As a result, water did lay in some low lying areas and it was not possible to rectify as bringing in more heavy plant to deliver gravel would have caused greater problems, and would have involved significant risk due to other 'set-up' activities taking place. Photographs were taken on the day to indicate the low lying areas and rectification works have been completed.*

*On a more positive note, I heard comments that suggested that some of the farmers in the mainland states would love to see water laying as opposed to dry parched paddocks.*

**Q2. Bus Stop High Street Oatlands – A number of “little old folk” find the weather conditions uncomfortable when waiting for the bus in inclement weather, when are we likely to see the seat within a bus shelter? Note: If we want to keep the bus service, we need people using the bus service.**

*General Manager's response:*

*Firstly, in terms of timing to construct a bush shelter in High Street, a budget has not been allocated in 2018/19 for this purpose. Therefore construction will be dependent on a budget which will need to be transferred from another project, or through a separate source of funding. This proposal was not raised through the Budget process.*

*Subsequent to adoption of the Budget, Council has been approached by a representative of the local Progress Association suggesting the need for a Bus Shelter. The representative is currently preparing a submission to Council, which is to include details of the approximate number of persons that use the bus service. This will aid in justifying the need for a shelter, and more importantly, provide an indication of the size of the shelter that may be required (for costing).*

**Q3. When a questions on notice is put what is a reasonable time for council to get back to the person who asked the question?**

*General Manager's response:*

*Clarification is required to respond to this question. 'Questions on Notice' relate to the Council Agenda and a response is generally provided to the next scheduled meeting provided the question is received within the statutory timeframe.*

*The following is an extract from the Local Government (Meeting Procedures) Regulations 2015 relating to Questions on Notice:*

**Regulation 30. Questions on notice**

- (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.*

**Regulation 31. Public question time**

- (1) A member of the public may give written notice to the general manager at least 7 days before an ordinary council meeting of a question to be asked at that meeting.*
- (2) The chairperson of an ordinary council meeting may –*
  - (a) address questions on notice submitted by members of the public; and*
  - (b) invite any member of the public present at the meeting to ask questions relating to the activities of the council.*
- (3) The chairperson of an ordinary council meeting 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 at the ordinary council meeting.*
- (5) The chairperson of an ordinary council meeting may –*
  - (a) refuse to accept a question from a member of the public; or*
  - (b) require a question from a member of the public asked without notice to be put on notice and in writing to be answered at a later ordinary council meeting.*
- (6) If the chairperson of an ordinary council meeting refuses to accept a question from a member of the public, the chairperson is to give reasons for doing so.*
- (7) A council is to determine any other procedures to be followed in respect of public question time at an ordinary council meeting.*
- (8) The period referred to in [subregulation \(1\)](#) includes Saturdays, Sundays and statutory holidays, but does not include –*
  - (a) the day on which notice is given under that subregulation; and*
  - (b) the day of the ordinary council meeting.*

**Q4. When the elected members agreed for the Mayor and the General Manager to go to the ALGA conference in Canberra they were required to table a report re ALGA conference and how attending the conference would help the Southern Midlands. We have had a report re ALGA motions but have yet to see how the information within the ALGA conference will help the Southern Midlands, when will we receive a report on how the Southern Midlands will benefit?**

*General Manager's response:*

*Reference is made to the report submitted to the July 2018 Meeting. Whilst this report included details of the Motions that were debated during the two and a half day course of the Assembly, it included an additional five pages of notes that were taken during the remaining sessions of the event. Dot points were provided to indicate the topic of the presentation. These notes in itself provide an indication of relevance to the Southern Midlands Council area, some of which are very topical, some of which aren't so relevant.*

*It should be acknowledged that the primary purpose of the ALGA Conference is to set national policy. Voting on such Motions, and contributing to the debate through the appointed delegate for each Council, ensures that each Council's position (both large and small) is considered from a national perspective.*

*Having said that, how will Southern Midlands benefit?*

*Through attendance at the Assembly, Council is contributing to the setting of priorities for the forthcoming Federal Election. The Association's 'National Election Advocacy' is based on the discussion and outcomes from these sessions (refer detail provided in the July report). In the past, this has proven to be extremely successful with the introduction of direct funding Programs such as Roads to Recovery (Southern Midlands receives an average of approx. \$400K per annum); removal of the FAGS indexation etc.*

*Delegates are also briefed by elected members from all sides of politics. This provides an opportunity to gain an understating of the possible role that Local Government will play under a Coalition or Labor Federal Government, and how Southern Midlands may position itself to take full advantage of this planned approach. By way of an example, it is clear that a Liberal Government will continue to focus on regional / sub-regional priorities, which suggests that there is a greater role for cooperation and agreed priorities beyond individual municipal boundaries. It is apparent that a Labor government will also be focussed on partnership arrangements and the provision of basic services such as improving the amenity of streets, towns etc.*

*From my perspective, the notes presented provide an indication of the issues that are relevant on the 'national stage' and the opportunities that the Southern Midlands can build upon.*

**Q5. What are KPI's are how do they fit in council business and how do they relate to elected members, general manager and staff?**

*General Manager's response:*

*What are KPI's – A KPI (Key Performance Indicator) is a type of performance measurement. They are used to evaluate the success of an organisation or of a particular activity in which it engages.*

*In relation to how they fit in Council business, as a requirement of the Local Government Act 1993, Council is required to report on a number of financial and asset management indicators as part of its annual financial statement and annual report. These indicators are specified by the Minister for Local Government.*

*In addition, Council is required to complete a comprehensive Consolidated Data Collection (CDC) return which is coordinated by the Division of Local Government and reported by the Division on an annual basis. The Tasmanian Audit Office also prepare and submit an Annual Report to Parliament which includes a range of Indicators that are used to compare local governments within Tasmania.*

*In terms of how they relate to elected members, one Performance Indicator is reported in the Annual Report by listing the number of Council and Council Committee meetings attended.*

*In relation to the General Manager and staff, performance is generally measured based on the key objectives and duties associated with each position. From a collective, performance is measured through the external reporting referred to above.*

## 6.2 QUESTIONS WITHOUT NOTICE

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

**Clr Campbell** – Question regarding Policy documents and why when a policy is written that the authors name is not included on the final Policy?

*The General Manager advised that whilst policies are initially prepared by Council officers, once adopted, they are Council policies and are not attributed to any individual staff member.*

**Clr Campbell** – Question regarding the recent Heritage & Bullock Festival signage on the Midlands Highway. The brown and white inter-changeable signs are not easy to read and pick up – does wording on the sign have to be on a brown sign with white print?

*The General Manager advised that these signs are colour coded in accordance with the Highway Signage Code but will clarify and provide further details.*

**Clr Marshall** – request for an update on the Bagdad Primary School carpark?

*The General Manager and Clr Batt provided an update on this matter. Meetings have been held on-site with the Minister for Education to discuss the overall Master Plan for the Bagdad Primary School, including the proposed construction of the carpark.*

*The General Manager advised that as an outcome of the above meeting, the Education Department's Director of Facility Services has requested an on-site meeting to further discuss details associated with the car park proposal.*

**Clr Fish** – request for an update on Hardwick House (Benedictine Monks).

*The Mayor reported that it his understanding that the Benedictine Monks have purchased the property with the intent of maintaining the farming operation, but also developing a Monastery at some stage in the future.*

## **7. DECLARATIONS OF PECUNIARY INTEREST**

**General Manager, Tim Kirkwood**

Agenda Item 14.1.2 (Policy relating to Use of 79 High Street, Oatlands)

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

Nil.

## 9. PUBLIC QUESTION TIME

Public Question Time was held later in the meeting.

### 9.1 Permission to Address Council

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

- Ms Alison Johnson (Energy Consultant to the STCA) will provide a brief update to Council at 10.30 a.m regarding the Regional Community Energy Use and Greenhouse Gas Emissions Project 2018 undertaken by STCA.
- Mr Alan Townsend and Mr Simon Blight (Heritage Officers) will provide Council with an update at 12.00 p.m in relation to the implementation of the South Central Sub-Region's 'Beacon Project'.

### DECISION

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

**THAT the meeting be suspended at 10.22 a.m. to receive a presentation from Alison Johnson, Energy Consultant for the Southern Tasmanian Council's Authority.**

### CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

### Permission to Address Council

Alison Johnson (Energy Consultant) and Katrina Graham (Climate Change Officer, Hobart City Council) made a presentation to Council relating to the Regional Community Energy Use and Greenhouse Gas Emissions Project 2018 undertaken by the Southern Tasmanian Councils Authority. The project aims to provide insights into emissions intensive sectors of the community and changing technology trends in the local area. Preliminary findings from this report were presented to Council specific to the Southern Midlands.

For additional information the Southern Midlands Council Community Energy Use and Greenhouse Gas Footprint – Preliminary Findings Report dated August 2018 has been uploaded to Council's website for interested members of the community.

Mayor Bisdee thanked Alison and Katrina for presenting their findings to Council and for their informative presentation.



*Following the presentation, a short break was held for morning tea at 10.59 a.m.*

**DECISION**

*Moved by Deputy Mayor A Green, seconded by Cllr E Batt*

**THAT the meeting reconvene at 11.16 a.m.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Cllr A R Bantick	√	
Cllr E Batt	√	
Cllr R Campbell	√	
Cllr D F Fish	√	
Cllr D Marshall	√	

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

Nil.

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

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

**11.1 DEVELOPMENT APPLICATIONS**

Nil.

**11.2 SUBDIVISIONS**

Nil.

**11.3 MUNICIPAL SEAL (Planning Authority)**

**11.3.1 COUNCILLOR INFORMATION: - MUNICIPAL SEAL APPLIED UNDER DELEGATED AUTHORITY TO SUBDIVISION FINAL PLANS & RELATED DOCUMENTS**

Nil.

**11.4 PLANNING (OTHER)**

**11.4.1 DRAFT SOUTHERN MIDLANDS LOCAL PROVISIONS SCHEDULE –  
VERSION 1 (AUGUST 2018)**

**DECISION**

*Moved by Clr R Campbell, seconded by Deputy Mayor A Green*

**THAT**

- A. The information be received;**
- B. The comments and feedback provided in relation to the attached Version 1 Draft Local Provisions Schedule (LPS) be noted;**
- C. The position of Council, at this stage of the LPS drafting process, be factored into the finalised version of the draft for referral to the Tasmanian Planning Commission and then public exhibition; and**
- D. Council acknowledge that formal endorsement of the draft LPS is subject to a separate agenda report.**

**CARRIED**

<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**DECISION**

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

**THAT the meeting be suspended at 12.00 p.m. to receive a presentation regarding the Beacon Project.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**Permission to Address Council**

Alan Townsend and Simon Blight (Council’s Heritage Officers) presented to Council regarding the sub-regional Beacon Project. Background on the project was provided, highlighting that the initiative is another tool to encourage visitation to various Council areas/landmarks. Once the project is implemented, an App will be launched (expected late October 2018) that will be accessible by phones/ipads etc and will enhance the visitor experience to various sites.

Once the App is loaded, little ‘beacons’ will pop up on phone(s) to advise there is a site/information to view. Users then use the camera function on their phone and can view historic information/old photographs relative to the site.

David Shering (Principal, Handbuilt Creative), who is developing the App on behalf of the participating Councils, provided a demonstration of the App and the use of ‘augmented reality’ which injects 3d objects into the real world to appear real and is accessible via mobile devices.

*Deputy Mayor Alex Green left the meeting at 12.20 p.m.  
Deputy Mayor Alex Green returned to the meeting at 12.24 p.m.*

**DECISION**

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

**THAT the meeting reconvene at 12.32 p.m.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## Public Question Time (12.32 p.m.)

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government* Councillors were advised that, at the time of issuing the Agenda, the following 'Questions on Notice' were received from a member of the Public.

### Ms R McDougall - Baden

Question:

Is it possible for people to still use their existing bin instead?

*Response:*

*It is planned that all current bins and crates will be replaced with new 240 litre wheelie bins. The new bins have different coloured lids clearly marked 'General Waste' and 'Recycling'. The existing bins are a single colour and the Contractor would not be able to distinguish between the two.*

Question:

Also, has Council considered giving people a choice as to what size bin they would like?

*Response:*

*Yes, Council will review and evaluate the new system once fully implemented. As part of the evaluation Council will consider the demand for smaller wheelie bins in special circumstances. If so, Council will form a policy on this matter, noting that a stock of suitable lids (for the smaller 140 litre bins) will need to be purchased.*

Question:

And has Council therefore considered charging a different rubbish rate? i.e. smaller rate for a smaller bin? This would then serve the purpose of encouraging people to reduce their waste and help keep Council waste disposal volumes and costs down.

*Response:*

*Council has not considered charging a different rubbish rate i.e. lesser rate for a smaller bin. One of the difficulties is the continuous change of circumstances (i.e. occupancy), including change in property ownership. The standard annual charge is based on covering the entire cost of the service, with disposal costs being only one component of the cost.*

Mayor A E Bisdee OAM then invited questions from members of the public in attendance.

There were four (4) members of the public in attendance.

### Terry Loftus – Southern Midlands Regional News

Request for an update regarding Council approving funding for \$48,000 for football nets at the Campania Oval - where is this at?

*The Deputy General Manager, Andrew Benson advised that he is currently in discussions with the property owner(s), with the intent of considering an exchange in the public open space area. Negotiations are progressing.*

**Rowena McDougall - Baden**

Question regarding the Commissariat building (79 High Street, Oatlands) and is consideration being given to the possibility of introducing a functioning bakery operation on the site utilising the restored oven, with a shop-front for retail sales?

*The General Manager advised that a formal expression of interest process will begin shortly for use of this building.*

**12. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE)**

**12.1 Roads**

Nil.

**12.2 Bridges**

Nil.

**12.3 Walkways, Cycle ways and Trails**

Nil.

**12.4 Lighting**

Nil.

**12.5 Buildings**

Nil.

**12.6 Sewers / Water**

Nil.

**12.7 Drainage**

Nil.

**12.8 Waste**

Nil.

**12.9 Information, Communication Technology**

Nil.



## 12.10 Officer Reports – Infrastructure & Works

### 12.10.1 MANAGER – INFRASTRUCTURE & WORKS REPORT

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

Clr Campbell – question regarding pothole works so roads don't deteriorate any further. Advised by Manager that maintenance work cannot be undertaken when conditions are still wet.

Clr Campbell – question regarding kerb and gutter work in Parattah and when this will commence? Awaiting issue of permits to be granted by the Department of State Growth (similar situation for Colebrook as both sites are on State maintained roads.

Clr Fish – question regarding the new fence on High Street (Lake Frederick Inn). Pavement needs to be reinstated and/or replaced. Works are planned for this location.

Clr Marshall – clearance of trees (eastern side of the Bridge – Brown Mountain Road) to improve sight distance. Permission has been granted to remove the trees – works to be scheduled.

Clr Bantick – East Bagdad Road – need for footpath, safety issue for children etc. An engineering design will be required and an estimated cost determined. Will need to be considered in a forthcoming budget.

Clr Bantick - Broadmarsh - drainage issues through village area, including a request to improve appearance (i.e. clearance of vegetation etc.) of this area. Onsite meeting to be arranged.

Deputy Mayor – Wilson Street, Parattah (southern end to Water Reserve) – links to Bailey's Road. Advised that Council has maintained this section in the past but it has been a considerable period since any works have been undertaken. Status of the road to be confirmed noting the above comment.

#### RECOMMENDATION

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

#### DECISION

*Moved by Clr R Campbell, seconded by Deputy Mayor A Green*

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

#### CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**DECISION**

*Moved by Clr R Campbell, seconded by Clr A Bantick*

**THAT the meeting be suspended for lunch at 1.00 p.m.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**DECISION**

*Moved by Clr R Campbell, seconded by Clr E Batt*

**THAT the meeting reconvene at 1.33 p.m.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)**

**13.1 Residential**

Nil.

**13.2 Tourism**

Nil.

**13.3 Business**

Nil.

**13.4 Industry**

Nil.

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

### 14.1 Heritage

**Strategic Plan Reference 3.1.1, 3.1.2 & 3.1.3**

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

#### 14.1.1 HERITAGE PROJECT PROGRAM REPORT

##### **DECISION**

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

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

##### **CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Cllr A R Bantick	√	
Cllr E Batt	√	
Cllr R Campbell	√	
Cllr D F Fish	√	
Cllr D Marshall	√	

*The General Manager (T Kirkwood) declared an Interest in Item 14.1.2 and left the meeting at 1.35 p.m.*

**14.1.2 USER POLICIES: OATLANDS GAOL, SUPREME COURT HOUSE, COMMISSARIAT & 79 HIGH STREET, OATLANDS**

**DECISION**

*Moved by Deputy Mayor A Green, seconded by Cllr E Batt*

**THAT the Oatlands Gaolers Residence and Supreme Court House User Policy and the Oatlands Commissariat & 79 High Street User Policy be endorsed.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Cllr A R Bantick	√	
Cllr E Batt	√	
Cllr R Campbell	√	
Cllr D F Fish	√	
Cllr D Marshall	√	

*The General Manager (T Kirkwood) returned to the meeting at 1.35 p.m.*

**14.2 Natural**

**14.2.1 LANDCARE UNIT – GENERAL REPORT**

**DECISION**

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

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

**CARRIED**

<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## 14.2.2 PROPOSED POLICY (DRAFT) – MANAGEMENT OF TREES ON COUNCIL LAND

### DECISION

*Moved by Deputy Mayor A Green, seconded by Cllr D Fish*

**THAT the Management of Trees on Council Land Policy (Version 3) be formally adopted by Council.**

### CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Cllr A R Bantick	√	
Cllr E Batt	√	
Cllr R Campbell	√	
Cllr D F Fish	√	
Cllr D Marshall	√	

**14.3 Cultural**

Nil.

**14.4 Regulatory (Other than Planning Authority Agenda Items)**

Nil.

**14.5 Climate Change**

Nil.



**15. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – LIFESTYLE)**

**15.1 Community Health and Wellbeing**

Nil.

**15.2 Youth**

Nil.

**15.3 Seniors**

Nil.

**15.4 Children and Families**

Nil.

**15.5 Volunteers**

Nil.

**15.6 Access**

**15.6.1 POLICY (DRAFT) - COMMUNITY BASED TRANSPORT SOLUTIONS**

**DECISION**

*Moved by Clr D Fish, seconded by Clr A Bantick*

**THAT**

- a) the information be received; and
- b) the draft Policy (subject to any amendments) be submitted for formal adoption at the September 2018 meeting.

***Note: Policy to include a statement that the Provider must indicate the level of service to be provided.***

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**15.7 Public Health**

Nil.

**15.8 Recreation**

Nil.

**15.9 Animals**

Nil.

**15.10 Education**

Nil.

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

**16.1 Capacity & Sustainability**

Nil.

**16.2 Safety**

**16.2.1 MUNICIPAL EMERGENCY MANAGEMENT PLAN – SOUTHERN MIDLANDS**

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

**DECISION**

*Moved by Cllr A Bantick, seconded by Cllr E Batt*

**THAT Council endorse the revised Southern Midlands Municipal Emergency Management Plan (Issue 8 2018) and submit to the Southern Region Emergency Management Controller for formal approval.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Cllr A R Bantick	√	
Cllr E Batt	√	
Cllr R Campbell	√	
Cllr D F Fish	√	
Cllr D Marshall	√	

**16.3 Consultation & Communication**

Nil.

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

**17.1 Improvement**

Nil.

**17.2 Sustainability**

**17.2.1 COMMON SERVICES JOINT VENTURE UPDATE (STANDING ITEM – INFORMATION ONLY)**

**DECISION**

*Moved by Clr D Fish, seconded by Clr A Bantick*

**THAT the information be received.**

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**17.2.2 SOUTH CENTRAL SUB-REGION COLLABORATION STRATEGY – STANDING ITEM**

**RESOLVED that the information be received.**

**17.2.3 DRAFT TERMS OF REFERENCE – REVIEW OF LOCAL GOVERNMENT LEGISLATION**

*Deputy Mayor A Green left the meeting at 2.07 p.m.*

**DECISION**

*Moved by Clr R Campbell, seconded by Clr E Batt*

**THAT Council**

- a) receive a copy of the draft Terms of Reference; and
- b) endorse the general comments provided.

**CARRIED**

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## 17.2.4 LOCAL GOVERNMENT ELECTIONS 2018

### DECISION

*Moved by Clr A Bantick, seconded by Clr D Fish*

**THAT the information be received.**

### CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## 17.2.5 TABLING OF DOCUMENTS

### 17.2.5.1 FRIENDS OF CALLINGTON MILL

### DECISION

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

**THAT Council formally acknowledge receipt of the correspondence and the Friends of Callington be commended for the many hours of volunteer input that ultimately resulted in the full reconstruction of the Callington Mill as a fully operational windmill.**

### CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

**17.3 Finances**

**17.3.1 MONTHLY FINANCIAL STATEMENT (JULY 2018)**

**DECISION**

*Moved by Clr E Batt, seconded by Clr D Marshall*

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

**CARRIED**

<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor A E Bisdee OAM	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

### 17.3.2 FINANCIAL STATEMENTS – 2017-2018 FINANCIAL YEAR

*Deputy Mayor A Green returned to the meeting at 2.18 p.m.*

#### **DECISION**

*Moved by Clr D Fish, seconded by Clr E Batt*

**THAT Council receive a copy of the Complete Set of Financial Statements for the 2017/2018 Financial Year.**

#### **CARRIED**

<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor A E Bisdee OAM	√	
Deputy Mayor A Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	



**18. MUNICIPAL SEAL**

Nil.

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

Nil.

## DECISION

*Moved by Clr R Campbell, seconded by Clr A Bantick*

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

Matter	<i>Local Government (Meeting Procedures) Regulations 2015 Reference</i>
<i>Confirmation of Closed Council Minutes</i>	15(2)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Property Matter – Kempton</i>	15(2)(f)

## CARRIED

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## DECISION

*Moved by Clr R Campbell, 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 BY ABSOLUTE MAJORITY

Councillor	Vote FOR	Vote AGAINST
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## **CLOSED COUNCIL MINUTES**

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

*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.*

#### **20.1 CLOSED COUNCIL MINUTES - CONFIRMATION**

*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**

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

#### **20.3 PROPERTY MATTER - KEMPTON**

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

#### **20.4 PROPERTY MATTER – MELTON MOWBRAY**

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

**DECISION**

*Moved by Clr E Batt, seconded by Clr R Campbell*

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

**CARRIED**

<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor A E Bisdee OAM	√	
Dep. Mayor A O Green	√	
Clr A R Bantick	√	
Clr E Batt	√	
Clr R Campbell	√	
Clr D F Fish	√	
Clr D Marshall	√	

## **OPEN COUNCIL MINUTES**

### **21. CLOSURE**

The meeting closed at 3.08 p.m.



# **MINUTES**

## **SOUTHERN MIDLANDS COUNCIL FACILITIES & RECREATION COMMITTEE**

**THURSDAY 13<sup>th</sup> SEPTEMBER 2018**

Municipal Offices, 71 High Street, Oatlands

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# MINUTES

## MINUTES OF THE SOUTHERN MIDLANDS FACILITIES AND RECREATION COMMITTEE MEETING HELD ON THE 13<sup>TH</sup> SEPTEMBER 2018 AT THE MUNICIPAL OFFICES, 71 HIGH STREET, OATLANDS COMMENCING AT 10.02 A.M.

### 1. ATTENDANCE

Clr D Fish (Chairman), Clr A R Bantick and Clr E Batt.

Andrew Benson (Deputy General Manager), Michelle Webster (Acting Community Development/Recreation Officer), Wendy Young (Corporate Compliance Officer) and Elisa Lang (Executive Assistant)

### 2. APOLOGIES

Tim Kirkwood (General Manager)

### 3. RECEIPT OF MINUTES

#### 3.1 CONFIRMATION OF SOUTHERN MIDLANDS FACILITIES AND RECREATION COMMITTEE MINUTES

The minutes of the meeting held on 14<sup>th</sup> September 2017, (attached) as previously circulated, are submitted for confirmation.

#### DECISION

*Moved by Clr E Batt, seconded by Clr A Bantick*

THAT the minutes of the meeting held on 14<sup>th</sup> September 2017, as circulated, be confirmed as a true and accurate account of the meeting.

#### CARRIED

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

#### 3.2 RECEIPT OF COUNCIL HALL COMMITTEE MINUTES

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

Nil.

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

In accordance with the requirements of Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2005*, the Council committee, by simple majority may decide at an ordinary meeting to deal with a matter that is not on the agenda if the General Manager has reported

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

Nil.

## 5. DECLARATIONS OF PECUNIARY INTEREST

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2005*, 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 2005*.

### **Clr A Bantick**

Clr Bantick declared a pecuniary interest in Agenda Item 14 – Community Small Grant Applications; specifically in relation to the grant application from the Chauncy Vale Management Committee due to his involvement on the Committee.

### **Clr D Fish**

Clr Fish declared a pecuniary interest in Agenda Item 14 – Community Small Grant Applications; specifically in relation to the grant application from the Oatlands Community Shed due to his involvement as Chair of the Committee.

### **Andrew Benson - Deputy General Manager**

Andrew Benson declared a pecuniary interest in Agenda Item 14 – Community Small Grant Applications; specifically in relation to the grant application from the Oatlands Community Shed due to his involvement on the Committee.

### **Michelle Webster - A/Community Development and Recreation Officer**

Michelle Webster declared a pecuniary interest in Agenda Item 14 – Community Small Grant Applications; specifically in relation to the grant application from the Oatlands Community Shed due to her involvement on the Committee.

## **6. PUBLIC QUESTION TIME**

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

There were no members of the public in attendance.

**7. BUSINESS ARISING FROM THE MINUTES OF THE PREVIOUS MEETINGS**

Nil.

## **8. COUNCIL OWNED HALLS & BUILDINGS**

### **8.1 GENERAL**

A Property Audit was undertaken by Council's Insurers, MAV Insurance. Wendy Young, Council's Corporate Compliance Officer provided a briefing to the Committee on the Audits undertaken at Oatlands and Kempton Council Chambers as well as the Levendale Community Centre. A copy of the Audit report is attached to the minutes for reference.

The Committee considered a maintenance and forward capital works framework for Council buildings with the Deputy General Manager providing some discussion points at the meeting. A copy of the proposed template for assessment of Council buildings is attached to the minutes for reference.

#### *Attachments:*

*MAV Insurance Property Audit  
Council Facilities Assessment Report*

### **8.2 CAMPANIA HALL**

Nil.

### **8.3 CAMPANIA WAR MEMORIAL HALL**

Nil.

### **8.4 COLEBROOK MEMORIAL HALL**

Nil.

### **8.5 KEMPTON "BLUE PLACE"**

Council has made a decision to offer the building for sale. The intent to sell was advertised in accordance with the *Local Government Act 1993* and the Development Application for the boundary adjustment to ensure that the building is on the one title has been through the Development Application process. The site is currently awaiting the provision of services before the sale can be finalised.

### **8.6 VICTORIA MEMORIAL HALL, KEMPTON**

Budget Item for repainting in the 2016/17 budget has been carried over for this year. A significant amount of work has been required to replace decayed timber in the building prior to painting. That replacement has now been completed and the painting will be completed during the summer months prior to Christmas. .

### ***Report from the RSL in respect of the Management of the Hall***

*Number of bookings taken for twelve months 23*

#### *Events during the year:*

*Pulse Dance Group, S M Council x 4 non council meetings, Anzac Day, Workshops x 2, Country Music Revival x 2, wakes x 2, Wedding reception x 1, engagement x 1, RSL Luncheon, RSL AGM, various private functions, LMA Arts leasing function, Retirement function, Mah jong Ladies weekly meetings. School usage of hall, Kempton all -town garage sale.*



*Maintenance upgrades during the year:*

*New curtains hung in main hall.  
Painted downstairs toilets and vestibule.  
New kitchen tap, and 2 more fridges.  
Replaced some kitchen equipment.  
New Roller blind in kitchen / supper room.*

*Significant Issues or comments:*

*Completed all items requested on 2016 loan application and submitted an acquittal to SMC  
Applied for a Grant under the SMC Community Small Grants Program in 2017 to install serving hatch from RSL bar to supper room. The Grant was successful and serving hatch has been installed and in use.*

*A hall booking form has been made up absolving RSL and Council from any litigation in case of damage or personal injury.*

*The hall overall has a significant military display about our local heroes.*

*Signed sub branch Secretary: Carolyn Bassett*

**8.7 MANGALORE COMMUNITY HALL**

Nil.

**8.8 OATLANDS COMMUNITY HALL**

Nil.

**8.9 OATLANDS AQUATIC CLUB BUILDING**

The major refurbishment works scheduled for the building has now been completed and the amenities component of the building is also completed (ie the shower and toilet amenities). The two users of the building, ie the Community Radio Station and the Rural Youth Group will be coming together shortly to agree usage patterns and other related management matters in respect of the building. Some maintenance and painting works required on this building.

**8.10 MIDLANDS MEMORIAL COMMUNITY CENTRE**

Over this last twelve months considerable time and expense has been invested in the Centre, identifying and repairing roof leaks. With the last works undertaken the leaking issues appear to have been rectified.

The A frame part of the Centre that houses the Bargain Centre is a major issue which needs to be addressed in the area of insulation, including double glazing of the large windows. It is recommended that a number of modifications be made to the A frame to make it a more user friendly space. The space is used by the Bargain Centre, who contribute significantly to the worthy groups in our area.

**8.10 WOODSDALE HALL**

Nil.

## 8.11 ROCHE HALL

Nil.

## 8.12 COMMUNITY LEARNING & DEVELOPMENT CENTRE - LEVENDALE

The site has been leased to the Regional Community Learning & Development Centre – Levendale ‘the Levendale Centre’. Copy of Lease Agreement attached.

The site is predominately used by the Edmond Rice Foundation for the support of disadvantaged young people through camps and related activities.

The basis of the Lease Agreement for the Levendale Centre, was the original Agreement developed for the Midlands Memorial Community Centre (MMCC) with the Midlands Initiative for Local Enterprise (MILE), this building is now leased by the Oatlands Community Association (OCA).

Since the Levendale Centre Agreement has commenced (January 2017) the original MMCC Agreement has been amended to remove the requirement for the OCA to pay any rental, rates, Land Tax. The only payments to be made by OCA in respect of the site is the reimbursement of service costs, eg water, sewerage, power and the like.

As a matter of equity, given the Levendale Centre has no profit derived from its use by the Edmond Rice Foundation, unlike the OCA that does derive a profit from adhoc hire of the building to a wide range of organisations, it would appear quite inequitable that the Levendale Centre is burdened with significant costs (refer to the account on the next page from SMC to the Levendale Centre) as opposed to OAC. The account below is for \$10,657.64, whereas if the account for OCA was replicated in the principles agreed to their Lease Agreement the figures below would equate to \$2,875.78. The author is advised that at this point in time the Levendale Centre does not have the funds to pay the account of \$10,657.64 gst inclusive.


<i>Monthly rental</i>	<i>Jan - Dec 2017</i>	<i>\$ 2,199.96</i>
<i>Monthly rental</i>	<i>Jan - Jun 2018</i>	<i>\$ 1,681.32</i>
<i>Rates</i>	<i>2016/17</i>	<i>\$ 662.30</i>
<i>Rates</i>	<i>2017/18</i>	<i>\$ 1,445.32</i>
<i>Land Tax</i>	<i>2016/17</i>	<i>\$ 393.71</i>
<i>Land Tax</i>	<i>2017/18</i>	<i>\$ 723.55</i>
		<b><i>\$ 7,106.16</i></b>

*SMC Invoice* *ex GST* *\$ 9,981.94*

**\$ 2,875.78**

## RECOMMENDATION TO THE COMMITTEE AND TO COUNCIL

That the Lease Agreement for the Levendale Centre be amended to reflect the same principles as the OCA Lease Agreement for the Midlands Memorial Community Centre and that the Levendale Centre Agreement be backdated to January 2017.

		<b>Southern Midlands Council</b> ABN: 68653459589 71 High Street PO Box 21 OATLANDS TAS 7120 Ph: (03) 6254 5000 Fax: (03) 6254 5014 Email: mail@southernmidlands.tas.gov.au Web: www.southernmidlands.tas.gov.au		<b>Tax Invoice</b>																																																																	
<b>To:</b> Community Regional Learning & Dev Centre - Anthony Davis-Accountant & Auditor Levendale Inc 4 Ollie Drive SOREIL TAS 7172		Account No: Posting Date: Invoice No:	C01646 16/07/18 S105196																																																																		
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### SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

#### DECISION

Moved by Cllr D Fish, seconded by Cllr E Batt

#### THAT

1. That the Lease Agreement for the Levendale Centre be amended to reflect the same principles as the OCA Lease Agreement for the Midlands Memorial Community Centre and that the Levendale Centre Agreement be backdated to January 2017; and
2. The information and actions in relation to Council Owned Halls and Buildings, detailed in Item 8, be received and progressed.
- 3.

#### CARRIED

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

## **9. COMMUNITY OWNED HALLS**

### **9.1 BROADMARSH ELDERSLIE COMMUNITY HALL**

The Broadmarsh / Elderslie Progress Association received approximately \$40,000 for the establishment of a playground plus equipment at the Hall. This was won through the Community Infrastructure Minor Grants Program. The playground has been completed and is a credit to the Community. The Committee commended the Broadmarsh Hall committee on continuing to be so actively involved in their community.

### **9.2 BADEN/Mt SEYMOUR COMMUNITY HALL**

Discussions have been held recently with Mr Summers about the demolition of the Baden Hall. Mr Summers late parents were custodians of the keys and were the people who had a very close association with the Hall. Deputy General Manager Andrew Benson and Manager, Infrastructure & Works Jack Lyall have also met with the property owner, Mr Peter Collins to discuss this matter. Unfortunately the Hall is in poor condition and would cost a considerable expense to repair and it would also appear to have very little usage in this day and age. The Committee agreed in partnership with the property owner to seek views and feedback from community members regarding the future of the Hall before a final decision is made. An item will be included in Council's next Newsletter as well as posting information to residents in the Baden area.

**RESOLVED to seek community feedback by providing an article in the next Council newsletter which will also be circulated via social media, notices to local residents and flyers to surrounding areas (e.g Tunnack Club/Hall) to seek input from community members prior to making a final determination on the future of the Hall being made in partnership with the property owner.**

### **9.3 JERICHO COMMUNITY HALL**

Nil.

### **9.4 LEVENDALE COMMUNITY HALL**

A motor vehicle had run into the wall of the Levendale Community Hall and the Committee requested some assistance from Council. The Manager Infrastructure & Works has subsequently provided some 'used' Armco guard railing for the Hall Committee to install at the site alongside the wall in question to save the same thing happening again.

### **9.5 PARATTAH JUBILEE HALL**

Nil.

### **9.6 STONOR COMMUNITY HALL**

Nil.

### **9.7 TUNBRIDGE TOWN HALL**

Nil.

### **9.8 TUNNACK VICTORIA HALL**

Nil.

## 9.9 BAGDAD COMMUNITY CLUB

The Deputy General Manager provided an update on State Government funding received to repair the carpark at the community club with works to be undertaken by Council. Hall Lane also received grant funding to widen and allow for safer bus access, those works have been completed.

### SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

#### DECISION

*Moved by Cllr A Bantick, seconded by Cllr E Batt*

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

#### CARRIED

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

## **10. COUNCIL OWNED RECREATION GROUNDS**

### **10.1 CAMPANIA RECREATION GROUND**

The Deputy General Manager is in discussions with the subdivider of the land adjacent to the Campania Recreation Ground in respect to contributing to the cost of a football net behind the goals at the southern end of the ground.

Part of the discussion pertains to the change of the location of the Public Open Space for the subdivision to enable the housing lot on Reeve Street to be 'swapped' from another site in Stage 4 of the subdivision. This is quite complex and is work in progress.

### **10.2 COLEBROOK RECREATION GROUND**

At the previous meeting it was suggested that an 'overnight stopover' be created for the site, however this was discussed and it came to light that a property owner in Colebrook is about to develop a 'short stay' park in the area. This would complement the approved caravan park just north of Lovely Banks Road junction. An update was provided and there is no intention for Council to create a stopover area in this location.

### **10.3 KEMPTON RECREATION GROUND**

New ground lighting has been provided to part of the Kempton Recreation Ground.

New fencing has been provided to the Main Street frontage of the ground as part of the Kempton Streetscape Project, with a new entrance in the final stages of completion. The original entrance sandstone fencing will be retained.

Community corrections have recently repainted the seats in the grand stand.

### **10.4 MANGALORE RECREATION GROUND**

A grant was received under the State Government's Community Infrastructure Minor Grants Program for the establishment of a storage facility at the ground to accommodate the two pony clubs and the dog club. This project has been completed and provides an amazing amenity for the ground users, Brighton & Southern Midlands Pony Club, the Brighton Equestrian Club and the TasShep Dog Club.

The next project at the site is the establishment of 80m x 40m arena. This is required because of the very poor quality of the soil at the ground as sometimes during the summer months the ground is unable to be use by the horse/Pony clubs as the cracks in the solid open up to anything in the order of 60mm. The pony club are coming up with the design and VEC through their highway construction works will be able to provide a grader to strip the area for the arena, then provide sufficient scalping's to be carted to the site from the old highway, then compaction of that as the subgrade. The Mangalore Rec Grd Management Committee are working on ways to finish the job with coarse river sand as a topping course at an estimated cost \$17,000, then some old TasNetworks poles as the boarder to the arena. This is a very good team effort.

### **10.5 MT PLEASANT RECREATION GROUND**

Nil.

### **10.6 OATLANDS RECREATION GROUND**

Nil.

### 10.7 PARATTAH RECREATION GROUND

A new storage shed is currently going through Building Approval process for the Parattah Recreation Ground.

### 10.8 TUNNACK RECREATION GROUND

Nil.

### 10.9 WOODSDALE RECREATION GROUND

Nil.

### 10.10 LEVENDALE RECREATION GROUND (FORMER LEVENDALE SCHOOL)

Nil.

### 10.11 RUNNYMEDE RECREATION GROUND

The Committee would recall that the transfer of the privately owned Runnymede Cricket Ground to Council has been a long and drawn out process, given the deal was about to be closed when the then owners, Gunns Ltd went into receivership. The matter has progressed with the new owners a NZ based Company, FGI Australia Pty Ltd agreeing to the transfer.

Titles have now been issued by the Lands Titles Office and therefore the ground is now in the ownership of SMC. It will be a joint effort between the Council and the Cricket Club to enter into negotiations to rehabilitate the surface of the ground.

### SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

#### DECISION

*Moved by Cllr A Bantick, seconded by Cllr E Batt*

**THAT the information and actions in relation to 'Council Owned Recreation Grounds' detailed in Item 10 be received and progressed.**

#### CARRIED

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

## 11. COMMUNITY / PRIVATELY OWNED RECREATION GROUNDS

### 11.1 LEVENDALE RECREATION GROUND

Council provide an annual contribution to assist with mowing of this ground for the Levensdale Cricket Club, which is owned by a local farmer.

#### SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

#### DECISION

*Moved by Clr D Fish, seconded by Clr E Batt*

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

#### CARRIED

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



## **12. PARKS AND PLAYGROUNDS**

### **12.1 GENERAL**

Brad Boon from Heritage Building Solutions Pty Ltd has undertaken a formal accredited training program to equip him to be able to undertake Playground Inspections.

### **12.2 PROGRAM FOR PLAY EQUIPMENT & RELATED INFRASTRUCTURE**

#### **12.2.1 Colebrook Park**

Nil.

#### **12.2.2 Campania Recreation Ground**

Nil.

#### **12.2.3 Flour Mill Park (Campania)**

Nil.

#### **12.2.4 Kempton Recreation Ground**

Nil.

#### **12.2.5 Mt Pleasant Recreation Ground**

Nil.

#### **12.2.6 Oatlands Recreation Ground**

Nil.

#### **12.2.7 Parattah Recreation Ground**

Nil.

#### **12.2.8 Tunnack Recreation Ground**

Nil.

#### **12.2.9 Tunbridge Park**

Nil.

#### **12.2.10 Woodsdale Hall**

Nil.

#### **12.2.11 POS Alexander Circle Campania (Jones Subdivision)**

Nil.

### 12.2.12 POS Le Compte Place Bagdad (Finlayson Subdivision)

Nil.

### 12.2.13 POS Justitia Court Campania (Scaife Subdivision)

The Campania District School are undertaking a major revamping of their open space in and around the school and there is scope to include the Campania Recreation Ground and the POS at Justita Court to be integrated into that overall concept plan. That will be part of a presentation to Council by the School's Landscape Architect in the near future.

### 12.2.14 POS Iden Drive Bagdad (Booth Subdivision)

Nil.

### 12.2.15 Station Park, Kempton

Nil.

### 12.2.16 Callington Park Oatlands

Clr Batt raised the matter of a major playground being established in Oatlands that would attract families to stop into Oatlands on their travels. The Committee recommended that a project plan be started, in line with the Strategic Plan (Item 4.1.1.3), to progress a significant play space in Callington Park area. It was noted that both the Facilities & Recreation Committee as well as the Callington Park & Lake Dulverton Committee would be required to work together on this project.

*[Extract from the SMC Strategic Plan]*

## 4. LIFESTYLE

*The need to increase the opportunities for improved health and well-being of those that live in the Southern Midlands*

4.1 COMMUNITY HEALTH & WELLBEING		LIFESTYLE
<i>What we are aiming to achieve:</i>		
4.1.1	Support and improve the independence, <b>health and wellbeing</b> of the community	
<b>Key actions to achieve our aims:</b>		<b>Responsible Business Unit(s)</b>
4.1.1.1	Partner with Governments, adjoining Councils and non-government organisations to improve the health and well-being of the Community	C&CD
4.1.1.2	Encapsulate the issue of safety in all aspects of Community health & well being	C&CD
4.1.1.3	Construct the best family/children's park on the Midland Highway to encourage visitation to local Oatlands businesses and to support the health & wellbeing of young people in the Community	C&CD

### 12.2.17 Memorial Avenue, Kempton

Nil.

## SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

### DECISION

*Moved by Cllr D Fish, seconded by Cllr E Batt*

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

### CARRIED

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

### 13. SOUTHERN MIDLANDS RECREATION PLAN

An allocation was made in the 2016/17 Budget to review the Southern Midlands Recreation Plan 2006. John Hepper from Inspiring Place was the author of the original document and John has been contracted to undertake the review. Whilst this piece of work was to be undertaken during the 2017/2018 financial year, due to a staff absence this work was put on hold until this current financial year.

The process will consist of the following tasks;

1. Prepare Project Plan outlining tasks and timelines
2. Council to do audit and assessment of the implementation of the 2006 Action Plan
3. Initial briefing with Council/workshop of issues and opportunities
4. Review of relevant policy documents and reports
5. Research of community recreation trends
6. Research of demographic trends
7. Assessment of implications arising from trends
8. Prepare survey of recreation needs and priorities for all community sporting and recreation groups
9. Council to undertake consultations with Southern Midlands schools (4) and identified key groups/clubs (6)
10. Analyse findings from the club and group surveys
11. Organise and conduct 4 local community area forums to discuss community recreation needs and priorities
12. Identify key issues that need to be addressed and undertake follow-up (limited to high priority needs)
13. Prepare the draft Southern Midlands Recreation Plan 2018 - 2028
14. Review meeting with Council to discuss the draft Report
15. Prepare the final Southern Midlands Recreation Plan 2018-2028 ready for Council to release for public review and comment

The target completion of the project is in the second quarter of 2019.

#### SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

##### DECISION

*Moved by Clr D Fish, seconded by Clr E Batt*

**THAT the information be received.**

##### CARRIED

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

## **14. COMMUNITY SMALL GRANTS PROGRAM**

### **14.1 SOUTHERN MIDLANDS COMMUNITY SMALL GRANTS 2018/2019**

**Author:** DEPUTY GENERAL MANAGER / MANAGER, COMMUNITY & CORPORATE DEVELOPMENT (ANDREW BENSON)

**Date:** 13<sup>th</sup> September 2018

**Attachments:**

1. *Assessment Analysis (A3 size - to be provided at the meeting)*
2. *Summary of 13 Applications received*
3. *Folder containing hard copy of all applications*

### **BACKGROUND**

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

### **[EXTRACT FROM THE GUIDELINES]**

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

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

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

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

#### **Purpose**

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

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

### **Community Building**

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

### **Minor Capital Works**

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

### **Safety/Accessibility Upgrades/Equipment**

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

### **Frequency**

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

### **Important Dates:**

*The current round for assistance opens on Monday 30<sup>th</sup> July 2018 and closes on Monday 27<sup>th</sup> August 2018 at 4:00pm. Applications can be lodged at either the Oatlands or Kempton Office.*

*It is for projects starting from 12<sup>th</sup> October 2018 - full acquittal is required by Friday July 2019.*

### **Level of Funding Available**

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

### **Eligibility**

#### **Financial Assistance WILL be considered for:**

- *Any not for profit community group or voluntary association that is legally constituted as an incorporated body or under the auspice of one.*
- *The group or organisation is located in the Southern Midlands municipal area or is proposing an activity or project which will take place in the Southern Midlands municipal area, for the benefit of those who live, visit or conduct business in the municipal area.*
- *The applicant is able to demonstrate financial viability and competence.*
- *The applicant meets Council's insurance requirements.*
- *Education providers are able to apply on the condition that the project/activity is open to all residents and has a broad community benefit.*
- *For equipment grants, applicants are required to contribute at least 50% towards the cost of equipment for items considered 'consumables' eg cricket bats / balls , Footballs etc .Items of a longer term nature eg line marking machines , training equipment and the like would be eligible for up to 100% funding.*

*The following are important areas to address*

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

***Financial Assistance WILL NOT be given for:***

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

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

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

***Project Management***

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

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

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

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

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

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

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

### **Financial**

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

### **Promotion**

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

- *Inclusion of the Southern Midlands Council logo in press advertising or any promotional material.*
- *Acknowledgement of the Southern Midlands Council in radio or television advertising, award presentation, etc.*
- *Opportunities for the Mayor or delegate to participate in any public relations activities, launches, or proceedings associated with the project. Sufficient notice should be given in the form of an official letter of invite addressed to the General Manager.*

*Attendance at any Council arranged event celebrating the provision of the grant funding, in particular providing a representative at Council's Australia Day ceremony.*



*Prominently displaying any certificates or plaques associated with the Council's provision of any grant funding*

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

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

### **Evaluation / Acquittal Process**

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

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

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

### **Priority Criteria**

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

- 1. Demonstrate considerable benefit to the Southern Midlands community;*
- 2. Raise the awareness of or access to a service, program, group or issue or maximize the participation or use of a facility;*
- 3. Demonstrate coordination with other groups in the community;*
- 4. Address local issues by attempting to meet a community need or gap;*
- 5. Show evidence of community support for the project;*
- 6. Enhance the lifestyle options for residents and visitors in the community;*
- 7. Demonstrate an ability to manage the project through resource allocation, effective planning, clear goals and evaluation processes;*
- 8. Demonstrate the ability to be ongoing [if applicable]*
- 9. Includes the ability for broad Community access – Land Tenure [in the ownership of the applicant or in other ownership]*
- 10. Grant funds applied for as a % of the total amount to complete the project [including in kind contribution] i.e. A financial contribution by the applicant/s would be favourably looked upon*

11. *The Project shall be one that has not received any previous funding for the same purpose by Council or any other funding body (i.e. no 'double dipping')*
12. *Demonstrate that a Risk Assessment of the project is deemed within acceptable limits*

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

### **Assessment**

*The application process is as follows:*

*The application forms can be accessed from the Council Chambers, Oatlands and Kempton or via the Council Website: [www.southernmidlands.tas.gov.au](http://www.southernmidlands.tas.gov.au)*

*Applicants are encouraged to contact Council's Manager Community & Corporate Development, Andrew Benson on 6259 3011 if you have any questions relating to completion of the forms or require information in regard to how your project meets the guidelines of the program.*

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

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

*Once adopted by Council the applicants will be informed of their success or otherwise in gaining funding. Successful applicants will need to supply Council with a tax invoice [ on their own letterhead preferably ] for the approved grant amount to allow funding of grant monies to be processed . **This should be done as soon as the approved grant funding letter has been received.***

### **Tips for completing the Application Form**

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

#### **Section 1: General Information**

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

#### **Section 2: Details of the Project**

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

6. *Select the category that your project best fits under.*
7. *Give your project a name which represents what your project/activity is about.*
- 8 *Indicate where the project/activity is to be held or carried out (e.g. Hall, park, or facility).*

- 9 When answering this question think about the following:
- What does your group want to achieve? (e.g. raise awareness of a service program, group or local issue, improve access to and use of a community facility, maximize participation in your group or a particular activity, improve safety).
  - What steps are you planning to take to make sure your project/activity runs smoothly?
  - Who might you involve; (e.g.) young persons, older persons, people with different abilities, people from different cultural backgrounds).
  - Why is this project/activity important for your group/organisation and the wider community?
- 10 When answering this question think about the following?
- How things will be different for your group and/or the wider community?
  - What might it allow them to do that they can't at present?
  - How might it improve access to or participation in activities?
  - Who will benefit most from your project/activity?  
Keep in mind concepts such as community pride, attracting people to the region and spending money in the community, forming new community links, etc.
- 11 Tell us how your group identified a need in the community (e.g. community consultation, public meeting, suggestion box).
- Why do you think the need exists?
  - Why is it a problem/issue for your group and/or the wider community?
  - Who have you spoken to about this need?
  - Why has your group chosen this way to tackle the problem and/or improve the situation?
- 12 To answer these questions think about:
- Can you draw on volunteers from within your group or organisation? If yes, what sort of work will they be asked to do or in what way can they help?
  - What equipment, machinery, etc. you have?
  - What sort of skills or abilities do the individuals involved in the project/activity have? (e.g. financial management, organisational, trade skills – e.g. plumber, builder etc).
  - What type of outside assistance will you seek to complete the project or run the event?
13. For example:
- Increased participation/membership
  - A well attended event or activity
  - Peoples comments and thoughts (how will you get these?)
  - Media coverage (e.g. newspaper, community newsletter)  
You may wish to identify the main aims of your project which you can go back and review to see whether you were successful.
14. Please provide approximate start date, completion date, and a contact person for the project.

### **Section 3: Budget**

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

15. *Clearly list the expenses for your project/activity and indicate which expenses you intend to use Council's contribution for.*
16. *Please provide details of the confirmed and anticipated sources of funding for your project. If available please provide with your application any documents confirming the availability of these funds (e.g. bank statements, loan details, letters, etc).*

*Good luck with your Application*

**[END OF EXTRACT FROM THE GUIDELINES]**

### **CURRENT POSITION**

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

Advertisement in "Mercury"	Saturday 28 <sup>th</sup> July 2018
Grant applications open	Monday 30 <sup>th</sup> July 2018
Grant applications close	Monday 27 <sup>th</sup> August 2018 (4.00pm)
Fac & Rec C'tee Agenda closes	Friday 7 <sup>th</sup> September 2018
Fac & Rec C'tee Meeting [For assessment of applications]	Thursday 13 <sup>th</sup> September 2018 10 00am
Full Council meeting Agenda closes	Thursday 20 <sup>th</sup> September 2018
Full Council meeting - Oatlands [To consider recommendations]	Wednesday 26 <sup>th</sup> September 2018
Letters to grant applicants	Week commencing 1 <sup>st</sup> October 2018

Thirteen applications have been received identifying projects, requesting a total of \$33,297 of support from Council through the SMC Community Small Grants Program 2018. Within the application we ask,

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

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

A total “Will Accept” figure of \$ 28,670.00 has been determined from the applications for this grant round. The funds available for distribution by Council for the projects being \$30,000.00 as per the 2018/19 budget,

### ASSESSMENT PROCESS

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

The process consisted of;

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

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

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

<b>MUST - NOs</b>	<b>Funds not available for the following</b>
	Has the Applicant organisation previously failed to acquit Council assisted projects in line with the agreed terms.
	Actions/services previously disbursed.
	Fundraising purposes (donations).
	Program/projects by local schools/education providers that are exclusive to students Core school curriculum and activities cannot be considered.
	Projects with ongoing costs e.g. staff, salaries, administration, maintenance, insurance, rental or lease arrangements.
	Community Organisations who already receive Council funds to undertake a specific activity for which funding is being sought or community organisations wanting to do a specific activity that is already funded by Council.
	The purchase of land.
	Routine and regular maintenance work to existing facilities (e.g. gardening, cleaning).
	Facilities where little or no public access is available.
	Travel to sporting competitions or conferences for individual or community groups.

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

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

<b>WANT</b>	<b>WT</b>
<b>Criteria 1</b>	
Demonstrate considerable benefit to the community;	10
<b>Criteria 2</b>	
Raise the awareness of or access to a service, program, group or issue or maximize the participation or use of facility;	10
<b>Criteria 3</b>	
Demonstrate coordination with other groups in the Community;	5
<b>Criteria 4</b>	
Address local issues by attempting to meet a Community need or gap;	15
<b>Criteria 5</b>	
Show evidence of community support for the project;	10
<b>Criteria 6</b>	
Enhance the lifestyle options for residents and visitors in the Community;	5
<b>Criteria 7</b>	
Demonstrate an ability to manage the project through resource allocation, effective planning, clear goals and evaluation processes;	15
<b>Criteria 8</b>	
Demonstrate the ability to be ongoing.	10
<b>Criteria 9</b>	
Is the project reliant on other funds, if so have other funds been approved	5
<b>Criteria 10</b>	
Grant funds applied for as a % of the total amount to complete the project (including in-kind contribution)	10
<b>Criteria 11</b>	
Risk Assessment of this Project	10

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

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

**DECISION**

*Moved by Clr D Fish, seconded by Clr A Bantick*

**THAT the meeting be adjourned to undertake the Grants Assessment at 11.34 a.m.**

**CARRIED**

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

*Clr A Bantick declared an interest in regard to the grant application for Chauncy Vale Management Committee and left the meeting at 11.50 a.m.*

*Clr Bantick returned to the meeting at 11.54 a.m.*

*Clr Fish, Andrew Benson and Michelle Webster declared an interest in regard to the grant application for the Oatlands Community Shed and left the meeting at 11.55 a.m.*

*Clr Fish, Andrew Benson and Michelle Webster returned to the meeting at 11.58 a.m.*

**DECISION**

*Moved by Clr E Batt, seconded by Clr D Fish*

**THAT the meeting be reconvened following the Grants Assessment at 12.23 p.m.**

**CARRIED**

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



## SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

### DECISION

*Moved by Cllr E Batt, seconded by Cllr A Bantick*

### THAT

- 1. The rigorous impartial assessment process undertaken by the Assessment Panel of the Facilities and Recreation Committee, plus a number of Council Officers including the Deputy General Manager, Corporate Compliance Officer, Acting Community Development Officer and Executive Assistant to the GM;**
- 2. The financial decisions that have been calculated and endorsed based on the assessment which is included in the attached summary; and**
- 3. The financial allocations for the twelfth round of the Southern Midlands Council Community Small Grants be subsequently submitted to the next Full Council meeting for final decision.**

### CARRIED

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

**SUMMARY**

**SMC Community Small Grants 2018 (GST inclusive)**

Item	Group/Club	Auspiced by	Project	Project Cost	Grant Sought	Will Accept	Recommend to be Approved by Council	Priority (1 = highest)	Previous Grant(s) Received Through this Grant Program					
1	Bagdad Childcare	BCC	Children's Activity Area Upgrade	\$ 3,974.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	12						
2	Bagdad VFB	State FC	OXI-Pro Resusciator	\$ 943.00	\$ 943.00	\$ 843.00	\$ 943.00	6		2015				
3	Central Hawks FC		Refrigerator, Chairs and Tables	\$ 3,456.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	3						
4	Chauncy Vale Committee		Graphic Display and History Panels	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	4						2013
5	Colebrook Golf Club		Domestic Tank Water to Club House	\$ 1,800.00	\$ 900.00	\$ 900.00	\$ 900.00	9						2013
6	Community Shed Oatlands		Two New Work Benches	\$ 1,454.00	\$ 1,454.00	\$ 727.00	\$ 1,454.00	5			2015			
7	Oatlands Community Association		28 Chairs	\$ 3,640.00	\$ 3,000.00	\$ 2,700.00	\$ 1,500.00	13	2017	2016	2015	2014	2013 x 2	
8	Oatlands Community Hall		Floor sanding and Sealing	\$ 6,756.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	2						
9	Oatlands Golf Club		Sprinkler Irrigation	\$ 5,775.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	10	2017					
10	Oatlands School Association		Concrete landing	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,203.00	11						
11	Runnymede VFB	TFS	Ancillary Equipment	\$ 3,257.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	8						
12	Tunbridge Hall Committee		Commercial Dishwasher	\$ 3,875.00	\$ 3,000.00	\$ 2,000.00	\$ 3,000.00	7		2016		2014	2013	
13	Tunnack Hall Committee		Electrical Upgrade	\$ 3,637.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	1						
				<b>\$ 61,567.00</b>	<b>\$ 33,297.00</b>	<b>\$ 28,670.00</b>	<b>\$ 30,000.00</b>							

Auspiced by:

BCC – Bagdad Community Club (Property Owner)

TFS – Tasmania Fire Service

State FC – State Fire Commission

## 15. DISABILITY ACCESS AND INCLUSION (DISABILITY DISCRIMINATION ACT)

### BACKGROUND

During the Southern Midlands Council Manager's Away Forum at Tarraleah in April 2016, Andrew Benson raised the matter of Council's obligations under the Disability Discrimination Act 1992. The group discussed the matter and the General Manager also provided a personal perspective in relation to the RSL Bowls Club in respect of wheelchair access. After an in-depth discussion the following was resolved to submit to Council for budget consideration and it was subsequently approved for budget inclusion.

1. We have a budget item for the next five years to address DDA matters in our Council buildings, ie \$50,000 pa which equated to \$250,000 over the next five years and that should go a long way towards making a difference.
2. In line with the aforementioned commitment our Building Surveyor will be asked to inspect one sporting club, or Community organisation per quarter as a complementary service by Council and provide a report including an action plan for the club/organisation to move forward with its respective responsibilities under the DDA.

Following Council's budget allocation consideration, Andrew Benson convened a meeting with Manager of Development & Environmental Services, David Cundall plus Building Surveyor Leon McGuinness to talk through the implementation of these recommendations at a practical level.

Items signed off on with Mgr DES and BS:

- Project Plan/timeline for Council Properties
- Project Plan/timeline for Community Properties
- Reporting framework

### DETAIL

A program of works for this financial year have yet to be determined.

### SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

#### DECISION

*Moved by Clr A Bantick, seconded by Clr E Batt*

**THAT the information be received.**

#### CARRIED

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

## 16. CURRENT BUDGET 2018/2019

The Facilities and Recreation Committee are asked to familiarise themselves with the financial commitments for the 2018/2019 financial year.

Southern Midlands Facilities & Recreation Committee						
Budget Funding 2018-19						
For the Period 1st July 2018- 31st August 2018						
	<u>Budget</u>	<u>Budget Revised</u>	<u>Expenditure</u>	<u>Recovered</u>	<u>TFR to Committee</u>	<u>Balance</u>
<b>Maintenance</b>						
Community Grants Program	\$ 30,000.00	\$ 30,000.00				\$ 30,000.00
Recreation Committee	\$ 16,000.00	\$ 9,040.00				\$ 9,040.00
Gutter Vac Cleaning (costs based on 17-18 fy)		\$ 3,960.00	\$ (600)			\$ 3,360.00
Pitch Change Over - Campania Rec Ground		\$ -				\$ 0.00
Donations & Grants - Levendale Cricket Club		\$ 1,000.00				\$ 1,000.00
Donations & Grants - Runnymede Cricket Club 17/18		\$ 1,000.00				\$ 1,000.00
Advertising		\$ 1,000.00	\$ (445)			\$ 555.45
Other Meeting Costs		\$ -				\$ 0.00
	<b>\$ 46,000.00</b>	<b>\$ 46,000.00</b>	<b>-\$ 1,044.55</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 44,955.45</b>
<b>Projects</b>						
Various Projects	\$ 159,093.00	\$ 30,000.00				\$ 21,293.00
Colebrook Hall Improvements			\$ (8,707)			
Kempton Hall - external repainting (incl additional 20k)		\$ 50,000.00	\$ (23,073)			\$ 26,927.00
Magalore Hall - Replace Gutters and Roofing		\$ 18,000.00				\$ 18,000.00
Rec Ground - Campania (Nets)		\$ 45,000.00				\$ 45,000.00
Rec Ground - Kempton (Grandstand - Rails & Seating Upgrade)		\$ 10,000.00				\$ 10,000.00
Rec Ground - Kempton (Lighting)		\$ 10,000.00				\$ 10,000.00
Rec Ground - Parattah (Facility Development)		\$ 14,000.00	\$ (407)			\$ 13,593.00
Rec Ground - Mt Pleasant (Upgrade Toilets)		\$ 13,000.00				\$ 13,000.00
Tunbridge Park - Perimeter Fence (Safety)		\$ 7,500.00				\$ 7,500.00
	<b>\$159,093.00</b>	<b>\$197,500.00</b>	<b>-\$ 32,187.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 165,313.00</b>
	<b>\$ 205,093.00</b>	<b>\$ 243,500.00</b>	<b>-\$ 33,231.55</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210,268.45</b>

## SUB COMMITTEE'S RECOMMENDATION TO COUNCIL

### DECISION

*Moved by Clr D Fish, seconded by Clr E Batt*

**THAT the information be received.**

### CARRIED

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

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

Nil.

## **18. OTHER BUSINESS**

**18.1** Cllr Bantick enquired whether any other groups had issues with submitting the grant application documents online. The Deputy General Manager was unaware of any issues being experienced.

**18.2** Corporate Compliance Officer, Wendy Young recommended to the Committee that consideration be given to installing defibrillators at the Oatlands and Campania Recreation Grounds. They are approximately \$1900.00 each and are vital in rural areas.

The Committee recommended that this item be raised with Council to consider the purchase of defibrillators for Oatlands and Campania Recreation Grounds, noting the importance of one in each township in the Southern Midlands. Signage at the Kempton Recreation Ground is also required to advise where the nearest defibrillator is located.

**19. NEXT MEETING**

To be advised.

**20. CLOSURE**

The meeting closed at 12.37 p.m.



# APPENDICES

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Facilities and Recreation Committee Meeting  
13 September 2018

## Community & Corporate Development Business Unit



# Facilities Management & Maintenance Assessment Council Buildings

**Building: Oatlands Community Hall**

**Location: Gay Street Oatlands**



# Facilities Management & Maintenance Assessment – Council Buildings

ATTACHMENT  
Agenda Item 4.2.1

Activity Log		
Date	Assessor(s)/ Maintenance Person	Comments

# Facilities Management & Maintenance Assessment – Council Buildings

## A STRUCTURAL

Foundations, super structure, slab, foundation walls, floors, exterior stairway. Structure is referred to in this document as the foundation, supporting walls and columns.

<b>Current Assessment</b>		<b>Immediate Works</b>	<b>2018/19 Works</b>	<b>2019/20 Works</b>	<b>2020/21 Works</b>	<b>2021/22 Works</b>
Please 'Score' (Circle) Current Condition		Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate
<b>Score</b>	<b>Description</b>					
5 Excellent	Only normal preventive maintenance required.					
4 Good	Some minor repairs could be required. Does not effect structural integrity or intended use.					
3 Fair	Cracking, crazing, and/or visual defects. Could affect structural integrity or intended use.					
2 Poor	Visible settlement, structural defects, significant repairs required.					
1 Bad	Un-repairable, replacement required.					
<b>Recommended Preventative Maint.</b>						

Provide other details to elaborate on the above, including sketches if required.

# Facilities Management & Maintenance Assessment – Council Buildings

## B EXTERIOR

Exterior walls, windows, doors. Look at paint, windows etc.

<b>Current Assessment</b>	
Please 'Score' (Circle) Current Condition	
Score	Description
5 Excellent	Only normal preventive maintenance required.
4 Good	Some minor repairs could be required. Sound and weatherproof.
3 Fair	More minor repairs required. Wear and tear visually noticeable. Not completely sound and/or weatherproof.
2 Poor	Significant repairs required. Not sound and/or weatherproof.
1 Bad	Un-repairable, replacement required.

Recommended Preventative Maint.

Immediate Works Description & Estimate	2018/19 Works Description & Estimate	2019/20 Works Description & Estimate	2020/21 Works Description & Estimate	2021/22 Works Description & Estimate

Provide other details to elaborate on the above, including sketches if required.

# Facilities Management & Maintenance Assessment – Council Buildings

## C ROOF

Roof covering, roof openings, gutters, flashing.

<b>Current Assessment</b>		<b>Immediate Works</b>	<b>2018/19 Works</b>	<b>2019/20 Works</b>	<b>2020/21 Works</b>	<b>2021/22 Works</b>
Please 'Score' (Circle) Current Condition		Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate
Score	Description					
5 Excellent	Only normal preventive maintenance required.					
4 Good	Some minor repairs could be required. Watertight sound flashing and penetrations, positive drainage.					
3 Fair	Minor repairs required. Mostly watertight.					
2 Poor	Significant repairs required. Not waterproof. Obvious evidence of leaking from interior assessment.					
1 Bad	Significant leaking, deteriorated, requires entire re-roof.					
<b>Recommended Preventative Maint.</b>						

Provide other details to elaborate on the above, including sketches if required.

# Facilities Management & Maintenance Assessment – Council Buildings

## D HVAC

Heating, Ventilation & Cooling systems, including controls, testing & balancing

<b>Current Assessment</b>		<b>Immediate Works</b>	<b>2018/19 Works</b>	<b>2019/20 Works</b>	<b>2020/21 Works</b>	<b>2021/22 Works</b>
Please 'Score' (Circle) Current Condition		Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate
Score	Description					
5 Excellent	Only normal preventive maintenance required. Equipment room clean and neat.					
4 Good	Some minor repairs could be required.					
3 Fair	More minor repairs required. Some signs of corrosion, leaking, alarms indicators and poor housekeeping are obvious.					
2 Poor	Significant repairs required. Not functioning as intended. Obvious poor housekeeping and maintenance practices due to excessive corrosion, leaking, or alarm indicators. Does not meet all codes. Obvious age issues and problems getting replacement parts.					
1 Bad	Nonfunctional, system unrepairable, complete replacement required. System unsafe and does not meet codes.					
<b>Recommended Preventative Maint.</b>						

Provide other details to elaborate on the above, including sketches if required.

# Facilities Management & Maintenance Assessment – Council Buildings

## E ELECTRICAL

Electrical service & distribution, lighting, branch wiring, communications, security, fire protection

<b>Current Assessment</b>		<b>Immediate Works</b>	<b>2018/19 Works</b>	<b>2019/20 Works</b>	<b>2020/21 Works</b>	<b>2021/22 Works</b>
Please 'Score' (Circle) Current Condition		Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate
Score	Description					
5 Excellent	Only normal preventive maintenance required					
4 Good	Some minor repairs could be required. Meets code..					
3 Fair	More minor repairs required. Mostly functional					
2 Poor	Significant repairs required. System not fully functional for buildings intended use. Systems obsolete. Does not meet all codes. Age issue a factor here too.					
1 Bad	Unrepairable, replacement required. Repair parts not available. Systems do not meet code and are unsafe.					
<b>Recommended Preventative Maint.</b>						

Provide other details to elaborate on the above, including sketches if required.



# Facilities Management & Maintenance Assessment – Council Buildings

## F PLUMBING

Water systems, sanitary sewer, bathrooms, fire protection plumbing. Plumbing is harder to assess, as it is often hidden. General question during in brief should be about condition of infrastructure systems, and buried utilities.

<b>Current Assessment</b>		<b>Immediate Works</b>	<b>2018/19 Works</b>	<b>2019/20 Works</b>	<b>2020/21 Works</b>	<b>2021/22 Works</b>
Please 'Score' (Circle) Current Condition		Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate
Score	Description					
5 Excellent	Only normal preventive maintenance required					
4 Good	Some minor repairs could be required. Good fixture and piping appearance, no leaks.					
3 Fair	More minor repairs required. Wear and tear noticeable.					
2 Poor	Significant repairs required. Fixtures and plumbing are obsolete. Many leaks and obvious corrosion in piping systems.					
1 Bad	Nonfunctional, system unrepairable, complete replacement required.					
<b>Recommended Preventative Maint.</b>						

Provide other details to elaborate on the above, including sketches if required.

# Facilities Management & Maintenance Assessment – Council Buildings

## G INTERIOR

Interior wall finishes, floor coverings/sanding, ceilings, doors and stairs

<b>Current Assessment</b>		<b>Immediate Works</b>	<b>2018/19 Works</b>	<b>2019/20 Works</b>	<b>2020/21 Works</b>	<b>2021/22 Works</b>
Please 'Score' (Circle) Current Condition		Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate
Score	Description					
5 Excellent	Only normal preventive maintenance required					
4 Good	Some minor repairs could be required. Slight evidence of marring, discoloration, fading or cracking.					
3 Fair	More minor repairs required. Wear and tear noticeable. Mismatched and or broken/damaged flooring, wall coverings or ceilings.					
2 Poor	Significant repairs required. Broken elements. Wear and tear excessive.					
1 Bad	Replacement required.					
<b>Recommended Preventative Maint.</b>						

Provide other details to elaborate on the above, including sketches if required.

# Facilities Management & Maintenance Assessment – Council Buildings

## H GROUNDS

Cark parking, fencing, landscaping and general visual amenity. Photo of signage required.

<b>Current Assessment</b>		<b>Immediate Works</b>	<b>2018/19 Works</b>	<b>2019/20 Works</b>	<b>2020/21 Works</b>	<b>2021/22 Works</b>
Please 'Score' (Circle) Current Condition		Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate	Description & Estimate
Score	Description					
5 Excellent	Only normal preventive maintenance required					
4 Good	Some minor repairs could be required.					
3 Fair	More minor repairs required. Wear and tear noticeable.					
2 Poor	Significant repairs required. Broken elements. Wear and tear excessive.					
1 Bad	Replacement required.					
<b>Recommended Preventative Maint.</b>						

Provide other details to elaborate on the above, including sketches if required.

## Facilities Management & Maintenance Assessment – Council Buildings

ATTACHMENT  
Agenda Item 4.2.1

### I HEALTH & AMENITY – BUILDING ACT 2000

Kitchen and Toilets Checklist (tick if requirements are met)

Kitchen	
Sink	
Bench tops	
Water to Taps	
Safe food preparation area	
Splash backs	
Sealants to splash backs/bench/sink intersections	

Toilets	
Pan	
Securely fixed to the floor	
Cistern working	
Toilet door	
Sliding Further than 1200 from pan	
Lift off hinges Opens outwards	

### J ESSENTIAL SERVICES MAINT SIGN OFF - BUILDING ACT 2000

Description	Comments	Date	Officer Sign - off
Building Control Officer confirmation and sign-off in relation to Essential Services Maintenance			
Schedule Displayed			

### K PLACE OF PUBLIC ASSEMBLY

Description	Comments	Date	Officer Sign - off
Place of Public Assembly Licence Displayed			

SOUTHERN  
MIDLANDS  
COUNCIL



## *Lease Agreement*

*between*

*Southern Midlands Council*

*and the*

*Regional Community Learning & Development Centre – Levendale  
Inc.*

*January 2017*

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**THIS LEASE** is made the 1<sup>st</sup> day of January 2017.

**BETWEEN:** Southern Midlands Council the Lessor described in Item 1 (called “Lessor”)

**AND:** Community Regional Learning & Development Centre - Levendale Incorporated the Lessee described in Item 2 (called “Lessee”)

## **Operative Part**

### **Part 1 – DEFINITIONS AND INTERPRETATION**

#### **Definitions**

In this Lease the following expressions have the following meanings:

“Building” means the building or buildings on the Leased Premises, including:

- (a) The land on which the Building is erected;
- (b) Land, buildings and structures owned or controlled by the Lessor in conjunction with the Building, which is or may in the future be erected or altered;
- (c) Lessor’s Fixtures, and the Lessor’s chattels, plant, equipment, property and amenities.

“Building Act” means the Building Act 2000 (Tas).

“Building Regulations” means the Building Regulations 2004 (Tas).

“Business Day” means any day which is not Saturday, Sunday or a public holiday.

“CPI” means the Consumer Price Index for Hobart (All Groups) published by the Australian Bureau of Statistics;

“GST” refers to goods and services tax under the GST Act;

“GST Act” means A New Tax System (Goods and Services) Act 1999 (“GST Act”) and its regulations;

“Item” (followed by a number) means that Item in the Reference Schedule;

“Latent defects”, with reference to the Leased Premises or the Building, means any defects which:

- (a) Are attributable to defective:
  - (i) Preparation or remediation of the site on which the Building is erected;
  - (ii) Supervision of the construction or any installation;
  - (iii) Design;

- (iv) Workmanship;
- (v) Materials;

- (b) Occurred when the Building was erected or is substantially extended or altered;
- (c) Are not reasonably apparent to a competent professional consultant on a visual inspection of the property; and
- (d) Are not expressly disclosed by the Lessor to the Lessee before entry into this Lease.

“Lease” means this document and includes the schedules and annexures to it.

“Leased Premises” means the premises described in Item 4 and includes:

- (a) The Building, the Lessor’s Fixtures and any chattels provided by the Lessor for the Lessee within the leased Premises at any time during the lease term, including those listed in Item 5;
- (b) Pipes and connections to water, sewerage, electricity, gas, telecommunications, air conditioning and other services and supplies, situated within, above or under the Leased Premises which connect those services to the Leased Premises.

“Lessee” includes:

- (a) When an individual, the Lessee’s legal personal representatives;
- (b) When several individuals, the Lessees jointly and their respective legal personal representatives;
- (c) The Lessee’s assigns;
- (d) When a company or corporation, its successors and assigns.

“Lessor” includes;

- (a) When an individual, the Lessor’s legal personal representatives;
- (b) When several individuals, the Lessors jointly and their respective legal personal representatives;
- (c) The Lessor’s assigns;
- (d) When a company or corporation, its successors and assigns.

“Lessor’s Fixtures” means all the plant, equipment and chattels which have been or become permanently or securely affixed to the Leased Premises and are the Lessor’s property, including the items listed as fixtures in Item 5.

“Reference Schedule” means the Reference Schedule in this Lease.

“Services” means electricity, gas, water, sewerage, telephone, telecommunication, and any other services or utilities provided or available to the Leased Premises by public, local or statutory authorities and the pipes, wires, ducting and other means of providing those services to the Leased Premises.

“Structural repairs” means repairs to the structure of the Building, such as the foundations, floors, Walls and load bearing columns.

## **2. Interpretation**

### **2.1 Terms**

- (a) Words expressed in the singular include the plural and vice versa.
- (b) Words expressed in one gender include the other genders, as is appropriate in the context.
- (c) The reference to “person” includes a corporation.

### **2.2 Statutes**

References to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them.

### **2.3 Covenants Implied by statute**

Covenants and powers implied by statute are excluded from this Lease, unless expressly incorporated in it.

### **2.4 Joint and several liability**

- (a) If there are two or more Lessors or two or more lessees under this Lease (including while the Lease or the reversion is held by legal personal representatives, successors or assigns) each of them is jointly and severally liable to perform covenants and obligations under this Lease.
- (b) When there are two or more Lessors or Lessees, any conduct under or in respect of this Lease, including the exercise of any entitlement or taking of any action under it, must be undertaken by all of the Lessors or all of the Lessees jointly, unless this Lease expressly provides otherwise.

### **2.5 Severance**

If any provision contained in this Lease is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision may be severed from this Lease which otherwise continues to be valid and operative.

### **2.6 Governing law**

This lease is to be governed and construed in accordance with the law of the State of Tasmania.

### **2.7 Lease comprises entire agreement**

It is agreed that this Lease contains the whole of the agreement between the Lessor and the lessee relating to the leased Premises.

### **2.8 Headings**

Headings are for ease of reference only and do not affect interpretation.

## Part 2 – THE SUBJECT MATTER AND TERM OF THIS LEASE

### 3. ***Rights and entitlements granted to Lessee***

The Lessor grants to the Lessee for the duration of this Lease:

- (a) Exclusive possession of the Leased Premises;
- (b) Use and enjoyment of the Lessor's Fixtures and the chattels listed in Item 5;
- (c) The free and uninterrupted passage of Services to the Lease Premises.

### 4. ***The term of this Lease***

The Lessor leases the Leased Premises to the Lessee for the term specified in Item 6.

### 5. ***Holding over after expiry of Lease***

After the expiry of the term of this Lease, when the Lessee remains in occupation of the Leased Premises with the consent of the Lessor, this Lease continues as a monthly tenancy:

- (a) Commencing on the day immediately following the last day of the term of this Lease;
- (b) At a rent, payable monthly in advance, comprising 110% of the rent payable immediately before the end of this Lease and the Lessee's contributions to operating expenses (if applicable), calculated and payable from time to time in accordance with this Lease;
- (c) On the terms contained in this Lease, except those terms which are inapplicable to a monthly tenancy; and
- (d) Terminable by either party on one month's written notice expiring at any time.

### 6. ***Option for renewal***

#### 6.1 **Offer of renewal**

The Lessor offers a renewal of this Lease to the Lessee on the terms specified in this clause, which the Lessee can accept only in strict accordance with the provisions contained in this clause, otherwise this offer lapses.

#### 6.2 **Binding Lessor's successors and assigns**

This offer and the option bind the Lessor and the Lessor's successors and assigns being the owners for the time being of the Leased Premises.

#### 6.3 **Parties who may renew**

This offer may be accepted by:

- (a) The Lessee or the Lessee's successors and assigns being the Lessee for the time being of the Leased Premises;
- (b) The survivor or survivors of any two or more Lessees holding as joint tenants.

#### **6.4 Conditions for exercise of option**

The Lessee may only accept this offer and exercise the option if:

- (a) There is no subsisting breach of any lease covenants by the Lessee at the date of serving notice of exercise of this option and also at the date of expiry of this Lease; and
- (b) The Lessee has served on the Lessor notice of exercise of this option not more than six months nor less than four months before the date of expiry of the term of this Lease.

#### **6.5 Conditions of renewal**

The renewal which the Lessee may accept under this clause is for the renewal of this Lease for the further term of years specified in Item 7 from the day after the date of expiry of the term of this Lease, containing identical covenants to those of this Lease (except this clause if there is not a second further term):

- (a) At a rent to be determined in accordance with clause 9 as if the date for commencement of the renewed term were a Market Review Date, but which is not less than the rent payable under this Lease immediately before the expiration of the term of this Lease; and
- (b) Containing such further options for renewal as are specified in Item 7.

#### **6.6 Registration of lease for option term**

- (a) After the Lessee has effectively exercised this option and the rent for the option term has been determined, the Lessor's solicitor may submit a lease or a variation or extension of this Lease for execution incorporating the lease conditions for the option term, which must be executed promptly by the Lessor and by the Lessee and may then be registered.
- (b) the Lessee must pay the legal costs and disbursements in accordance with clause 12.2.

#### **6.7 Lessee's liability under renewed Lease**

If this option is exercised by an assignee of this Lease, the Lessee is not liable under this Lease for the period after the expiry of the term of this Lease, during the renewal, extension or variation of this Lease, following the exercise of an option for renewal.

## Part 3 - LESSEE'S FINANCIAL OBLIGATIONS

### 7. **Rent Payments**

#### 7.1 **Base Rent**

The Lessee covenants to pay the Base Rent as specified in Item 8:

- (a) by an initial payment in advance on the date for commencement of rent to the end of that calendar month and then by calendar monthly payments in advance on the first day of each month, each payment being one twelfth of the annual rent then due as fixed or varied under this Lease;
- (b) without demand by the Lessor;
- (c) by cash or cheque or, if required by the Lessor by banker's order on the lessee's bank, or by depositing or transferring the payments into an account as directed by the Lessor;
- (d) to, or directed by, the Lessor, which direction may be altered by the Lessor by written notice served on the Lessee.

### 8. **Abatement of rent and financial obligations**

#### 8.1 **Abatement of Lessee's financial obligations**

If, during the continuance of this Lease, the Building or the Leased Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in clause 8.2, rendering the Leased Premises or any part of it wholly or substantially unfit for the Lessee's use and occupation or inaccessible for a period exceeding seven (7) days, then the Lessee's financial obligations abate in accordance with this clause.

#### 8.2 **Abating events**

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Lessee's control.

#### 8.3 **Lessee's financial obligations**

Abatement extends to all the Lessee's financial obligations to the Lessor under this Lease, including rent, rates, outgoings and operating expenses.

#### 8.4 **Period of abatement**

The period of abatement is from the date of destruction, damage or inaccessibility until the date when the premises are restored and rendered suitable for The Lessee's use and occupation or become accessible.

#### 8.5 **Effect of abatement**

The Lessee's liability to pay the whole or proportion of the financial obligations under this Lease, as agreed or determined under clause 8.7 calculated on a daily basis, ceases and abates during and for the period of abatement.

## **8.6 Exception to abatement**

The Lessee is not entitled to an abatement of the Lessee's financial obligations under this clause if:

- (a) the event resulting in the damage, destruction or inaccessibility is caused or contributed to by the act or negligent omission of the Lessee or the Lessee's employees; or
- (b) the Lessor fails to recover the benefit of any insurance for loss or damage to the building or the Leased Premises because of any act or omission of the lessee of the Lessee's employees.

## **8.7 Determination of abatement**

(a) The parties must endeavour to agree on the commencement and period of abatement of the Lessee's financial obligations, and, if the Lessee is able to have partial use and enjoyment of the leased Premises, the proportion of the abatement having regard to the nature and extent of the damage to and use of the premises.

(b) If the parties have any dispute regarding the Lessee's entitlement to an abatement, its period or amount, the dispute must be determined by a loss assessor:

- (i) who is then a member of the Insurance Council of Australia Ltd and is experienced in assessing premises of the nature of the Leased Premises and is nominated by the President for the time being or senior officer of the Council on the application of either party;
- (ii) acting as an expert;
- (iii) who is entitled to accept written submissions and expert reports from either party;
- (iv) whose costs must be borne equally by the parties;
- (v) whose decision is final and binding on the parties;
- (c) If the loss assessor nominated under paragraph (b) fails to proceed or to determine the dispute, either party may seek the nominations of another loss assessor in accordance with paragraph (b).

## **9. Rent adjustment**

### **9.1 Date and method of adjustment**

The annual rent must be adjusted at the dates in Item 9:

- (a) If the date is called an Adjustment Date in accordance with clauses 9.2 and 9.3 of this Lease; or
- (b) If the date is called a Market Review Date in accordance with clause 9.3 and 9.4 to 9.9 of this Lease.



## 9.2 CPI adjustment

With the exception of the first three years, with effect on and after each Adjustment Date thereafter the rent will be varied:

- (a) By the same proportion as any change in the CPI since the last Adjustment date or Market Review Date, in the case of the first Adjustment Date, since the Commencement Date. The parties will calculate the proportionate increase by reference to the index published for the last quarter ending before each of the relevant dates;
- (b) if Australian Bureau of Statistics updates the reference base of the CPI, appropriate arithmetical adjustment shall be made to make the updated index number correspond in reference base to the index number at the review dates;
- (c) if it is not possible to comply with (b) or there is a change in the basis of assessment if the CPI or its calculation has been suspended or discontinued, then the Lessor shall be entitled to have the rent determined as at the Adjustment Date as if it were a Market Review Date.

## 9.3 Payment of rent and outgoing while rent is determined

- (a) Until the Current Market Rent or rent to apply from an Adjustment Date is determined the Lessee must continue to pay the rent and outgoings as and when payable under this Lease, at the rate at which they are payable during the last year of the Lease term.
- (b) Within fourteen days after the rent is determined, the parties must adjust and pay any shortfall or excess in the rent paid from the Market Review Date or Adjustment Date as the case may be up to the last day for rent payment before the rent determination.

## 9.4 Parties may agree on Current Market Rent

With effect on and after each Market Review Date the rent will be varied to apply from the Market Review Date until the next Market Review Date, Adjustment Date or last day of the Lease Term, whichever comes first ("the Current Market Rent"), as follows:

- (a) Not less than 3 months before the Market Review Date, the Lessor must give written notice to the Lessee of the rent which the Lessor considers to be the Current Market Rent.
- (b) If the Lessee accepts the Lessor's assessment of the Current Market Rent by written notice served on the Lessor within 21 days after the service of the Lessor's notice under paragraph (a), then that amount will be the Current Market Rent.
- (c) If the Lessee does not accept the Lessor's assessment of the Current Market Rent, then the Current Market Rent must be determined in accordance with paragraph (e) of this clause.
- (d) If the parties agree on the Current Market Rent after it has been referred for determination in accordance with paragraph (e) of this clause but before it has been determined, then that will be Current Market Rent and the further rent determination will not be conducted.
- (e) If the parties fail to agree on the Current Market Rent, then the Current Market Rent must be determined in accordance with the procedure and on the terms specified in clause 9.5 – 9.9.

## 9.5 Basis for Current Market Rent

"Current Market Rent" is to be determined as the best annual rent that can be reasonably obtained for the Leased Premises:

- (a) On the basis that the premises are available for leasing with vacant possession by a willing lessor to a willing lessee for a term equal to the whole term of this Lease and any additional option for renewal;
- (b) having regard to the permitted use of the Leased Premises;
- (c) on the basis of the terms and conditions contained in this Lease (other than the amount of rent reserved in this Lease, but including the provisions for rent review);
- (d) on the basis that:
  - (i) the Leased Premises are fit for immediate occupation and use by the Lessee; and
  - (ii) The Lessee's lease covenant and obligations have been fully performed at the Market Review Date;
- (e) without taking into account:
  - (i) any improvements of fixtures erected or installed at the Lessee's expense which the Lessee is permitted or required to remove at the termination of this Lease, except for permanent structural improvements to the Leased Premises installed at the Lessee's expense which the Lessee is not permitted to remove at the termination of this Lease, which may be taken into account;
  - (ii) any goodwill attributable to the Leases Premises through the Lessee's business activity;
  - (iii) that the Lessee has been in occupation of the Leased Premises;
  - (iv) any relocation costs which would be incurred by the Lessee when moving to other premises;
  - (v) any lease incentive concession or inducement paid, given or provided by the Lessor to or on behalf of the Lessee in relation to the grant of this Lease;
- (f) Having regard to the rental values of comparable premises and
- (g) Being not less than the amount of rent payable prior to the Market Review Date.

## 9.6 Appointment of nominee

Either party may apply to the President or principal officer for the time being of the nearest division of the Australian Property Institute (Inc) to the Lease Premises (or, if the Australian Property Institute (Inc) does not exist, an association with substantially similar objects ("the nominator") to nominate a person who is a licensed valuer and:

- (a) has practised as a valuer for at least five years;
- (b) is a member of the Australian Property Institute (Inc) or if it does not exist an association with substantially similar objects); and
- (c) is licensed to practise as a valuer of the kind of premises whose rent review is required under this Lease;

(called "nominee") to determine the Current Market Rent.

## 9.7 Conduct of rent review

- (a) The nominee must act as an expert and not as an arbitrator.
- (b) Each party may submit written valuations and submissions to the nominee within twenty-one (21) days after the nominee has accepted the nomination to act, but may not make oral submissions or adduce any evidence.

- (c) At the time of making any written submissions or forwarding any written valuation to the nominee, that party must forward to the other party a copy of all written material submitted to the nominee.
- (d) within thirty-five(35) days after the nominee has accepted the nomination to act, each party may forward to the nominee written comments on the other party's written valuations and submissions.
- (e) The nominee must take into consideration any written submissions received within those periods, but is not fettered by them and must determine the Current Market Rent in accordance with his own judgement.
- (f) The nominee's determination is final and is binding on the parties
- (g) The nominee must conclude the determination and must inform the parties of it within 30 days after having accepted the nomination to act and must provide detailed written reasons for the determination.

## **9.8 Appointment of another nominee**

If the nominee:

- (a) fails to accept the nomination to act;
- (b) fails to determine the Current Market Rent within the 30 days after accepting the nomination to act;
- (c) becomes incapacitated or dies;
- (d) resigns as the nominee,

then either party may request the nominator to appoint another nominee in accordance with 9.6.

## **9.9 Costs of rent determination**

The parties must bear the total costs of the rent determination of Current Market Rent equally including the cost of any aborted rent review. Each party must bear its own cost of legal representation, the fees of any experts and for making valuations for the purpose of written submissions.

## **10. Rates and taxes**

### **10.1 Lessee's contributions to rates and taxes**

The Lessee must pay the Lessee's percentage of rates and taxes (called "outgoings") specified in Item 10 for the term of this Lease.

### **10.2 Rates and taxes**

In this clause "rates and taxes" means all rates, taxes, levies, charges and impositions, currently and in the future, payable to any Federal, State, local government, statutory or public authority or corporation, in respect of the Leased premises including:

- (a) municipal, local and other rates and charges payable to a local authority;
- (b) rates and charges for the supply, reticulation of discharge of water (but excluding excess water), sewerage, drainage and removal of waste;
- (c) land tax or any similar tax on a single holding basis,
- (d) but not including any income tax, capital gains tax or similar tax payable by the Lessor.

### **10.3 Payment of Lessee's contribution**

The Lessee must pay the outgoings to the Lessor within 14 days of written demand for their payment by the Lessor.

## **10.4 GST**

It is agreed that rent and all other amounts agreed to be paid by the Lessee to the Lessor being the consideration for the supply expressed in the Lease, are exclusive of GST, and

- (a) in respect of any liability of the Lessor for GST under this Lease, and the renewal or extension of this Lease including for rent, rates, outgoings, or any consideration for any other taxable supply, the Lessee covenants to pay to the Lessor, at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates; and
- (b) the Lessee's liability under this clause is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits or other credits or reimbursements for GST, but the Lessor shall calculate the amount of GST in accordance with the GST Act: and
- (c) the Lessor agrees to deliver to the Lessee tax invoices as required by the GST Act, or may annex a tax invoice to this lease to operate throughout the term of this lease.

## **11. Services**

### **11.1 Lessee's liability for services and utilities**

Throughout this Lease the Lessee will pay for any electricity, power, fuel, gas, oil, excess water, telephone, garbage removal, waste disposal, and other services or utilities provided by public local or other authorities or suppliers to the Leased Premises and charged separately in respect of the Leased Premises, to the supplier of the service or utility.

### **11.2 Installation of meters**

If required by the Lessor or by an authority supplying any such service or utility, the Lessee will permit the installation of meters required to measure the quality of the service supplied to the Leased Premises.

## **12. Costs**

### **12.1 Costs of preparation of Lease**

- (a) On execution of this Lease, the Lessee must pay the stamp duties and registration fees, and subsequently the costs and stamp duty when up stamping this Lease;
- (b) Each party must pay their own legal costs associated with the negotiation, preparation and execution of this Lease;
- (c) The Lessee must pay the Lessor's legal costs associated with the registration of this Lease.

### **12.2 Renewal or extension of lease**

The cost and disbursements of any renewal or extension of the Lease must be paid by the Lessee.

### **12.3 Consents, transactions and default**

The Lessee agrees to pay the Lessor's costs, charge and expenses which are incurred reasonably, property and in good faith, in connection with:

- (a) obtaining any consent from the Lessor, mortgagee or other person, which is required by the Lessee under this Lease;
- (b) the negotiation and preparation of all documents relating to any consent required by the Lessee, and all costs incurred by the Lessor, and by any other party whose consent is required, whether a consent is given, refused, or the application for consent is withdrawn;
- (c) any breach of default by the Lessee under this Lease;
- (d) the exercise or attempted exercise by the Lessor of any right, power, privilege, authority or remedy, against the Lessee or against any Guarantor, to enforce the Lessee's obligations under this Lease, or to terminate this Lease for the Lessee's breach of default.

### **12.4 Costs on common fund basis**

The Lessor's legal and professional cost and disbursements under clause 12.3 must be charged and allowed on a solicitor and own client basis, to provide full indemnity to the Lessor for costs charged and expenses.

## **12.5 Lessor's Internal costs**

The Lessor's costs under clause 12.3 include the fees of professional consultants reasonably and properly incurred by the Lessor.

## **13. Precluding deduction for set-off or counterclaim**

The Lessee agrees to make all payments due under this Lease, including those for rent and outgoings, punctually on the date when each payment is due and must not withhold the whole or part of any such payment by way of deduction, set-off of counterclaim, in respect of any claim for damages or for compensation which the Lessee makes or has made against the Lessor, until after the Lessor's liability for damages or compensation is determined and the amount due to the Lessee is determined or agreed.

## **14. Lessee's liability for interest on overdue payments**

### **14.1 Interest on overdue payments**

If the Lessee is in default for a period of more than fourteen (14) days with the payment of rent, costs or any other liability to or on behalf of the Lessor under this Lease, the Lessee is liable to pay additional interest to the Lessor in accordance with this clause.

### **14.2 Computation of interest**

Interest is computed:

- (a) from the day immediately following the day on which each liability is due for payment, at a daily rate, until the liability is discharged by payment;
- (b) At the rate of interest indicated in Item 11;
- (c) in respect of amounts remaining unpaid, the Lessor at its option may capitalise interest calculated up to the end of each calendar month while there are outstanding liabilities in accordance with clause 14.1 from the Lessee.

### **14.3 Recovery of interest**

The Lessor may demand the payment of interest and take legal action to recover the amount due at any time after at least fourteen (14) days notice is given to the Lessee indicating the amount due and its calculation.

## **15. Measurement of lettable area**

### **15.1 Use of Property Council of Australia Method**

If it is relevant to this Lease, the lettable area of the whole or part of the Leased Premises, or of the Building, must be determined in accordance with the "Property Council of Australia's Method for the Measurement of Buildings", published in 1997 by the Property Council of Australia Limited.

### **15.2 Alteration in method**

If the Property Council of Australia Method of Measurement is altered during the continuance of the Lease, then subsequent calculations of the lettable area must be undertaken on the basis of the altered method of measurement, including for rent review and the calculation of contributions to outgoings.

### **15.3 Prima facie evidence**

A certificate by a surveyor or architect produced by the Lessor indicating that person's or firm's calculations in accordance with clause 15.1 or 15.2 is prima facie evidence of the lettable area of premises covered by those calculations.

## **Part 4 - SECURING THE LESSEE'S OBLIGATIONS**

**16. Guarantee**

Not required.

**17. Security bond**

Not required.



## **Part 5 – USE OF LEASED PREMISES AND BUILDING**

### **18. Use of Leased Premises**

#### **18.1 Permitted Use**

The Lessee must not use or permit the Leased Premises to be used for any other purpose than that stated in Item 13.

#### **18.2 Change of use**

The Lessee may apply to the Lessor for consent to a change of use during the continuance of this Lease, but the Lessor, in their absolute discretion, can refuse to consent to any change of use proposed by the Lessee.

### **19. Warranties and representations**

#### **19.1 No warranty of suitability or adequacy**

Regarding the present or future suitability or adequacy of the leased Premises, the Building or the fixtures, fittings, furnishings, plant, machinery, equipment, and services and facilities provided by the Lessor, for the Lessee's intended use or for the business intended to be conducted by the Lessee:

- (a) the Lessee acknowledges that no promise, representation or warranty was given by or on behalf of the Lessor to or on behalf of the Lessee;
- (b) the Lessor makes no warranty;
- (c) any warranties implied under the general law or by statute are excluded under this Lease and negated to the extent permitted by law

#### **19.2 Lessee's responsibility for approvals**

- (a) The Lessee has satisfied itself, before entering into this Lease, regarding the need for the availability and existence of all approvals, consents and licences required for use of the Leased Premises by the Lessee for its business and for the intended and permitted use of the Leased Premises
- (b) At its expense, the Lessee has full responsibility to ensure that all approvals, consents and licences required by the Lessee for the conduct of the business and use of the Leased Premises are obtained and maintained throughout the term of this lease and that all their conditions are observed.

### **20. Signs**

#### **20.1 Sign on exterior of Leased Premises**

- (a) The Lessee may install a sign on the exterior of the Leased Premises,
  - (i) limited to the Lessee's trading name, the description of its business and the Lessee's trade mark or insignia;
  - (ii) the size of which must not exceed the dimension indicated in Item 14;
  - (iii) with painted or plastic characters which are not moving, flashing or animated.

- (b) Any signs or notices installed by the Lessee must be maintained by the Lessee in good repair and condition throughout the term of this Lease.

## **21. Alterations**

### **21.1 No alterations to premises**

The Lessee must not:

- (a) make or permit to be made any alterations or additions in or to the Leased Premises;
- (b) install, or make any additions or alterations to, any electrical, gas, water, plumbing and other services, fixtures, or appliances, or any other equipment or appliances for heating, cooling, ventilating or air conditioning the Leased Premises;
- (c) Mark, damage, deface, drive nails or screws into, any walls, floors, ceilings, partitions or any wood, stone or metal surface of the Leased Premises or the Building, except in accordance with clause 21.2.

### **21.2 Minor alterations**

The Lessee is permitted to drive screws or nails into the walls or floors of the Leased premises, without the Lessor's consent, but only in order to affix decorations, paintings, carpets and equipment used by the Lessee in its business, using as few nails and screws as are reasonably necessary.

## **22. Compliance with regulations**

### **22.1 Lessee's obligation**

At its expense, the Lessee must observe and comply with all laws and requirements relating to:

- (a) the Lessee's use and occupation of the leased Premises for the use permitted in this Lease;
- (b) the Leased Premises and facilities, by reason of the number or the sex of the Lessee's employees and other persons working in or entering the Leased Premises;
- (c) the fixtures, fittings, machinery, plant and equipment in the Leased Premises;
- (d) occupational health, safety and environmental matters.

### **22.2 Prescribed essential safety and health features and measures**

- (a) In this clause 22.2:
  - (i) "Statement" means a statement of current annual maintenance required under Part 7 of the Building Regulations;
  - (ii) "Essential Safety and Health Feature" means a feature prescribed as such by the Building Act and the Building Regulations;
  - (iii) "Essential Safety and Health Measure" means a measure prescribed as such by the Building Act and the Building Regulations.
- (b) At its expense, the Lessee must, in compliance with and to the standard required by the Building Act and the Building Regulations:

- (i) maintain those items and things which this Lease requires the Lessee generally to maintain and repair and which are Essential Safety and Health Features, and the items and things described in Item 5A of the Schedule;
  - (ii) maintain any Essential Safety and Health Measure identified as applicable to the Leased Premises by the Lessor, the Lessor's agent, any expert or adviser engaged by the Lessor or Lessee, ant competent authority, or the Statement or which relates to an item or thing referred to in paragraph (b)(i);
  - (iii) keep, and provide upon request, all records of the maintenance of such Essential Safety and Health Features or Essential Safety and Health Measures;
  - (iv) provide such assistance to the Lessor as is reasonable of facilitate the inspection and testing of an Essential Safety and Health Feature or essential Safety and Health Measure, and the issuing of a Statement;
  - (v) display the Statement and be aware of its contents.
- (c) If the Lessor believes the Lessee is failing to meet its obligations under paragraph (b) above , the Lessor may treat the need for compliance as 'repair' under clauses 27 and 28 and exercise its rights accordingly, including the issuing of a notice under clause 28.2.

### **22.3 Compliance with notice**

The Lessee must comply with the notices or requirements of the relevant authorities regarding the matters in clause 22.1 and 22.2, where given to the Lessor and notified to the Lessee or given direct to the Lessee, except to carry out structural alterations to the Leased Premises.

## **23. Lessee's obligations regarding use of Leased Premises**

### **23.1 Prohibitions with reference to use of premises**

During the term of this Lease the Lessee must not:

- (a) allow the Leased Premises to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupations;
- (b) use or permit any part of the Leased Premises to be used as sleeping quarters or for residence without prior approval from the General Manager;
- (c) keep any animals in the Leased Premises with the exception of guide dogs and care animals;
- (d) hold or permit any auction or public meeting on the Leased Premises;
- (e) use or permit the use of any sound producing equipment in the Leased Premises at a volume which may be heard outside the premises;
- (f) use the Leased Premises in a noisy manner or in any other manner which may cause damage, nuisance or disturbance to the Lessor, or to the owners or occupiers of adjoining properties;
- (g) trade or display merchandise outside the Leased Premises;
- (h) use the Leased Premises in a excessively noisy or noxious or offensive manner;
- (i) use plant or machinery in the Leased Premises so as to constitute a nuisance or disturbance to neighbours, due to noise, vibration, odours or otherwise.

### **23.2 Mode of conducting Lessee's business**

Throughout the term of this Lease, the Lessee agrees to conduct its business on the Leased Premises in an orderly, efficient and reputable manner.

### **23.3 Inflammable substances**

The Lessee must not bring into, store or use in the Leased Premises any inflammable, dangerous or explosive substances:

- (a) such as acetylene, industrial alcohol, burning fluids and chemicals, including in heating or lighting the Leased Premises;
- (b) unless the sale or use of such substances constitutes conduct of the Lessee's business for the permitted use of the Leased Premises and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.

### **23.4 Cleaning and hygiene**

The Lessee agrees to keep the Leased Premises clean and:

- (a) To have the floor and the interior of the Leased Premises cleaned as frequently as is necessary to maintain them in a clean and hygienic state;
- (b) to have the surface of windows cleaned as often as necessary;
- (c) to have the fittings, equipment and furnishing cleaned as frequently as required to maintain them in a clean condition;
- (d) not to allow the accumulation of useless property or rubbish in the Leased Premises.

### **23.5 Disposal of rubbish**

The Lessee will ensure that all waste or wet refuse is promptly and regularly removed from the Leased Premises.

### **23.6 Use of toilets and drainage**

The Lessee must:

- (a) not use the toilets, sinks, drainage and plumbing in the Leased Premises for purpose other than those for which they were designed;
- (b) not place in any of those fittings rubbish, chemicals, contaminated and other substances, which they are not designed to receive or which would infringe health or environmental regulations;
- (c) repair any damage caused to any of those fittings by breach of paragraph (a) or (b).

### **23.7 Lessee's obligation not to contaminate**

The Lessee covenants that, during the continuance of the Lease, the Lessee will:-

- (a) not use or permit to be used or stored at the Leased Premises any radioactive toxic or hazardous chemicals, wastes of substances, except in concentrations and quantities permitted by the relevant statutory authorities and in accordance with any licences, permits or authorisations required by law and in accordance with the conditions imposed by such authorities or under their permission;

- (b) comply with the demands, notices and requirements of the regulatory authorities in respect of the contamination of the Leased Premises caused by the Lessee or by occupiers of the Leased Premises, including notices to remediate the Leased Premises;
- (c) notify the Lessor within seven (7) days after receiving any demand or notice from a regulatory authority in respect of contamination of Leased Premises;
- (d) indemnify the Lessor against any liability loss, damage, expense or claim which the Lessor may incur as a consequence of the breach by the Lessee of any obligation under this paragraph, including fines, legal costs, consultants fees and remediation costs.

### **23.8 Overloading and heavy equipment**

- (a) The Lessee shall not bring into the Leased premises any heavy equipment, including machinery, plant, safe, furniture or other equipment, unless:
  - (i) it is reasonably necessary for the conduct of the Lessee's business for the permitted use in the Leased Premises;
  - (ii) the Lessee gives at least seven (7) days prior written notice to the Lessor of the intention to bring them into the Leased Premises, a description of the nature, size and weight of each item, and indicating the intended position of each item;
  - (iii) the Lessee has obtained the Lessor's prior consent.
- (b) The Lessee will not install any electrical equipment which will overload the Cables, switchboards and other equipment that supplies electricity to the Building or to the Leased premises.

#### **Damages**

- (c) The Lessee is liable to the Lessor for any damage caused to the Leased Premises or the Building consequent on the Lessee moving heavy equipment into the Leased Premises without having complied with the provision of this clause, and for any damage caused by overloading the electricity supply or equipment

## **Part 6 – REPAIRS, MAINTENANCE AND ALTERATIONS**

### **24. Lessor's repair obligations**

#### **24.1 Lessor's general obligation**

The Lessor must keep the Services in good repair throughout the term of this Lease.<sup>3</sup>

#### **24.2 Lessor's specific obligations**

Subject to the Lessee's obligations in Clause 25:

- a) The lessor must:
  - (i) take reasonable action to prevent the entry of water into the Building and the Leased Premises and to keep the Building watertight and weatherproof;
  - (ii) comply with the requirements of statutory and local government authorities relating to the Building which are imposed on the Lessor as owner of the Building.
  
- b) The lessor must maintain the Building in a standard of repair having regard to its standard, quality, nature, character, situation and age, in keeping with comparable commercial buildings of similar nature and quality.
  
- c) In respect of the Building and the Leased Premises, the Lessor is responsible for:
  - (i) structural repair;
  - (ii) latent defects; and
  - (iii) fair wear and tear,but the Lessor is not required to carry out structural repairs or to remedy latent defects or to remedy fair wear and tear, except:
  - A when required for the stability or safety of the Building; or
  - B to maintain the reasonable use and enjoyment of the Building and the Leased Premises by the Lessee.

### **25. Lessee's repair obligations**

#### **25.1 Lessee's general obligation**

The Lessee must keep the Leased Premises and the Lessor's fixtures and chattels situated in the Leased Premises in good repair and working condition throughout this Lease and on expiry or termination of this Lease must yield up the Leased Premises to the Lessor in the state of repair and condition as is specified in this clause.

## 25.2 Limiting Lessee's repair obligation

(Refer to attached Maintenance Schedule) The Lessee is not responsible for:

- (a) latent defects;
- (b) structural repairs, unless the need for repair occurred:
  - (i) through the conduct or negligence of the Lessee or of persons for whose conduct the Lessee is legally liable;
  - (ii) Through the lessee's use and occupation of the Leased Premises or the use of fixtures, plant and machinery in the Leased Premises;
  - (iii) The condition of the Leased Premises at the commencement of this Lease;
- (c) fair wear and tear since the commencement of this Lease, throughout the term of this Lease;
- (d) Repairs required as a result of natural disasters, deliberate damage or accident, such as fire, flood, storm, earthquake, explosion, which are beyond the Lessee's responsibility or control, unless:
  - (i) The damage occurred as a result of or was substantially contributed to by the Lessee's negligence;
  - (ii) The Lessor is legally unable to recover insurance money for the damage from its insurer because of some act, neglect, default or misconduct by the Lessee or by other persons for whose conduct the Lessee is responsible.

## 25.3 Lessee's additional specific repair obligations

(Refer to the attached Maintenance Schedule) In addition to the Lessee's obligations under clause 25.1 and despite clause 25.2 (which does not apply to the matters listed in this paragraph), the Lessee must carry out the following repair and maintenance throughout the term of this Lease:

- (a) Promptly repair or replace all damaged, broken or faulty light globes, fluorescent lights in the Leased Premises;
- (b) Promptly repair and keep in proper working order and free from blockage plumbing fittings, drains, water pipes, sewerage pipes, toilets and sinks, to the extent to which they are situated in or under the Leased Premises and provide Services to the Leased Premises;
- (c) Maintain and repair all door and window locks and fittings in the Leased Premises;
- (d) Repair any damage or breakage to the Leased Premises, to the Lessor's Fixtures and property in the Leased Premises, and to Services in the Leased Premises, caused by lack of care or misuse by the Lessee or by its employees or agents.

## **25.4 Carrying out repairs**

When carrying out any repair in accordance with this clause, the Lessee must ensure that:

- (a) The work is carried out by appropriately licensed and qualified tradespersons;
- (b) The work is carried out promptly;
- (c) The work is completed in high class workmanship and with good quality materials;
- (d) Fittings and materials of similar style and quality to the items being repaired or replaced are used;
- (e) The required consent or approval of any statutory authority is obtained to carry out the work and the conditions of approval are observed;
- (f) The work is carried out without creating undue noise, nuisance or interference with the use and enjoyment of adjoining or nearby leased premises.

## **26. Lessee's obligation to redecorate**

### **26.1 Obligation to redecorate**

The lessee must redecorate the Leased Premises during each period specified in Item 15 and also immediately following serious damage to the Leased Premises, which cannot be adequately rectified by repair and redecoration of only the damaged surfaces.

### **26.2 Quality of redecorating**

- (a) Redecorating must be carried out by qualified tradespersons engaged by the Lessee, in high class workmanship and with good quality materials.
- (b) If the lessee desires to change any aspect of the redecoration, including wallpaper or carpet, the Lessee must submit to the Lessor full details of and patterns for the intended changes, for the lessor's prior written approval, such approval not to be refused unreasonably by the Lessor.

### **26.3 Extent of redecoration**

Redecoration includes:

- (a) Cleaning and preparing the surfaces of the Leased Premises, including walls, ceilings, floors and partitions, for redecoration;
- (b) Painting all painted surfaces with at least two coats of first quality paint, wallpapering, staining, varnishing and polishing all internal surfaces as they were treated previously;
- (c) Replacing those floor coverings, floor tiles, window coverings and window blinds which, in the opinion of the Lessor's nominated consultant, acting honestly and reasonably, are sufficiently worn or damaged to require replacement during redecoration;
- (d) Upgrading or renewing all internal and external signs at the Leased Premises which, due to deterioration or wear and tear, require replacement, repair or repainting.



## **26.4 Lessee's failure to redecorate**

If the Lessee fails to redecorate the Leased Premises in accordance with this clause, the Lessor may give notice to the Lessee requiring it to commence to redecorate within thirty (30) days, and if the Lessee fails to commence to redecorate in accordance with that notice, the Lessor may redecorate the Leased Premises and recover the reasonable cost of the redecorating from the Lessee.

## **27. Lessors right to inspect Leased Premises**

### **27.1 Right of inspection**

The Lessor, or persons authorised by the Lessor, may enter the Leased Premises:

- (a) To inspect the condition and state of repair of the Leased Premises and Services;
- (b) To ascertain that the Lessee complies with the Lessee's obligations under this Lease.

### **27.2 Prior notice**

The Lessor may exercise its entitlement under clause 27.1:

- (a) not more frequently than twice annually during the lease term;
- (b) at reasonable times during business hours on a Business day;
- (c) after giving not less than seven (7) days prior written notice to the Lessee of the intended time of the inspections.

except in an emergency when the Lessor has an additional right to enter the Leased Premises and prior notice is not required before entry

## **28. Lessor's right to repair Leased Premise**

### **28.1 Lessor's right of entry**

The Lessor and persons authorised by the Lessor, may enter and remain on the Leased Premises with tools, equipment and materials, at and for such reasonable times as is necessary for the purpose of carrying out repairs and other work, in accordance with this clause.

### **28.2 Notice before entry**

Before entering the Leased Premises the Lessor must give to the Lessee not less than seven (7) days prior written notice of the intended date and time of entry, its purpose and the likely duration of the intended work, except in an emergency, when prior notice before entry is not required

### **28.3 Nature of repairs**

The Lessor may carry out repairs, including maintenance, installation, alterations, replacement or renewal, in respect of the Building, the Leased Premises, Service to or situated in the Leased Premises, in order

- (a) to undertake work which the Lessor is required or desires to carry out in accordance with this Lease;
- (b) to comply with the requirements of any authority;
- (c) to carry out work in conjunction with or to adjoining premises which cannot be reasonably undertaken without access from or through the Leased Premises;
- (d) to undertake work which the Lessee;
  - (i) failed to carry out, in breach of its obligations under this Lease, or following notice from the Lessor;
  - (ii) failed to complete in a workmanlike manner;
- (e) to remove unauthorised work, alterations or signs, undertaken or installed by the Lessee in breach of its obligations under this Lease;
- (f) to ensure compliance with clause 22.2 relating to the Building Act and Building Regulations.
- (g) to restore or rebuild the Leased Premises following damage or destruction.

## **29. Removal of alterations and fixtures**

### **29.1 Remove and Reinstate**

The Lessee Must:

- (a) remove:
  - (i) any alterations, additions, fixtures, partitions and fittings made or installed by the Lessee in the Leased Premises during this Lease;
  - (ii) all signs and notices erected or affixed by the Lessee to the Leased premises and to the Building
  - (iii) all nails and screws inserted by the Lessee into any part of the Leased Premises;
- (b) reinstate:
  - (i) the Leased Premises to their conditions before any alterations, additions, installations and partitions were made or installed by the Lessee; and
  - (ii) make good in a proper and workmanlike manner, any damage caused to the Leased Premises by the installations and their removal.

### **29.2 Period of removal**

The Lessee must comply with the obligation under clause 29.1:

- (a) before the expiry or termination of this Lease; or
- (b) if this Lease is terminated suddenly or unexpectedly, by forfeiture, destruction or other event, within fourteen (14) days after the termination of this Lease.

### **29.3 Removal of fixtures**

- (a) The Lessee is entitled to remove from the Leased Premises all fixtures installed by the Lessee during the lease term (except fixtures which the parties agreed in writing to become the Lessor's property and not removable by the Lessee).
- (b) Subject to this clause, the Lessee may remove fixtures during the term of this Lease, during any extension of the term of this Lease, during holding over after the expiration of this Lease, and during the term of a new lease granted to the Lessee, notwithstanding the surrender of the Lease.
- (c) The Lessee (or the Lessee's successors or assigns) must remove fixtures within the number of days in Item 16 after having ceased to occupy the Leased Premises.
- (d) The Lessee covenants to repair any damage caused to the Leased Premises by the removal of fixtures, or becoming apparent on their removal, in a workmanlike manner, so as to restore the Leased Premises to its condition before the installation of those fixtures which are removed.
- (e) At the Lessor's option, those fixtures which the Lessee does not remove within the period specified in paragraph (c) may remain permanently affixed to the Leased Premises and be and remain the property of the Lessor.

### **29.4 Consequences of failure to remove and reinstate**

If the Lessee fails to comply with the obligations under clause 29.1 or 29.3 within the periods in clause 29.2 or 29.3 (c), then;

- (a) the Lessor may cause the removal, reinstatement and repairs to be carried out, and the Lessee is responsible for and must reimburse the Lessor for the lessor's reasonable costs and expenses;
- (b) if the Lessor incurs further loss in reletting the Leased Premises by reason of the Lessee's failure, the Lessor may recover from the Lessee the loss of rent and operating expenses which would have been received from a prospective Lessee.

## **Part 7 - INSURANCE, INDEMNITIES, DAMAGE AND DESTRUCTION**

### **30. Lessor's Insurance**

#### **30.1 Lessor's obligation to Insure**

The Lessor must effect and maintain throughout the term of this Lease a comprehensive insurance policy:

- (a) for the full insurable and replacement value of Leased Premises and the Lessor's plant, equipment, facilities and property in the Building;
- (b) including for the costs of demolition, site clearance, removal of debris , professional and other costs of planning and other approvals and for reinstating or replacing the Building, and Services to the Building;
- (c) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, and other risks usually covered under a comprehensive insurance policy for fire and related risks.

#### **30.2 Insurer**

The Lessor must effect the insurance under clause 30.1 with an insurer which is respectable, reputable and financially sound.

#### **30.3 Premium**

The Lessor must punctually pay the insurance premium to effect and maintain insurance throughout the term of this Lease.

#### **30.4 Replacement of property**

- (a) If loss or damage happens to the Lessor's property covered by the insurance under clause 30.1 the Lessor must promptly replace, repair or reinstate the damaged or destroyed property and utilise the insurance proceeds.
- (b) The Lessor need not repair replace or reinstate the Lessor's property, when the following conditions are satisfied:
  - (i) the building has been seriously damaged and is required to be substantially rebuild or replaced; and
  - (ii) the Lessor is unable;
    - A to obtain planning or building consent to reinstatement of a building of substantially similar size and lettable space;
    - B to obtain consent without the imposition of conditions which would render compliance by the Lessor unreasonable or not financially viable as a property investment;
    - C to reinstate the Building due to circumstances beyond the Lessor's control.

## **31. Lessee's Insurance**

### **31.1 Lessee's obligations to insure**

The Lessee must effect and maintain throughout the term of this Lease the following insurances:

#### Public Risk

- (a) a public risk insurance policy:
  - (i) in the form of a standard public risk policy or in the form commonly used by the Lessee's insurer and by some other reputable insurers;
  - (ii) either in the sum in Item 17 in respect of any single event or accident: or
  - (iii) for such higher amount as the Lessor, acting reasonably and prudently, may require, during any year of the term of this Lease after the first year of the term of this Lease;
  - (iv) relating to the Lessee's liability for death, personal injuries and property damage arising from the Lessee's occupancy of the Leased Premises and use of the Building, while entering, leaving, using and being in the leased Premises in circumstances in which the Lessee may incur liability for the injury, loss or damage;
  - (v) and extended to include claims, risks and events covered under indemnities provided by the Lessee to the Lessor under this Lease;

#### Lessee's property

- (b) a comprehensive insurance policy:
  - (i) for the full insurable and replacement value of the Lessee's fixtures, fittings, plant, equipment and stock in trade on the Leased Premises;
  - (ii) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks;

#### Workers Compensation

- (c) a workers compensation insurance policy, providing unlimited cover in respect of the Lessee's employees for workers compensation, as required by law and including an extension for common law liability by the Lessee for an amount of not less than \$10 Million Dollars.

### **31.2 Insurer and conditions**

#### Lessor's approval

- (a) The Lessee's insurances must be effected with one of more insurance companies which are:

- (i) respectable, reputable and financially sound;
- (ii) approved by the Lessor, which approval must not be unreasonably withheld.

#### Joint Insurances

- (b) The Lessee's insurances relating to public risk, plate glass and the Lessee's Property (in order to cover fixtures):
  - (i) must be in the joint names of the Lessor and the Lessee;
  - (ii) must cover the Lessor's and Lessee's interests; and
  - (iii) if requested by the Lessor, must include the interest of any mortgagee over the Leased Premises.

### **31.3 Payment of premium**

- (a) The Lessee must punctually pay the insurance premiums and other moneys payable to effect and maintain the insurances requires under this clause.
- (b) If the Lessee fails to pay an insurance premium when due, the Lessor may make the payment, which will then become due and payable by the Lessee to the Lessor, together with interest, within seven (7) days after service of written notice by the Lessor on the Lessee requiring payment

### **31.4 Replacement of property**

- (a) If loss or damage happens to the Lessor's or Lessee's property which is covered by insurance effected by the Lessee, the Lessee will promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b)
  - (i) The Lessee must pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance,
  - (ii) unless the Building is seriously damaged or destroyed and is not repaired or reinstated by the Lessor or this Lease is terminated as a consequence of the damage or destruction.
- (c) In the events under paragraph (b)(ii) the proceeds from any insurance effected by the Lessee in respect of damage or loss to the Lessor's property must be remitted to the Lessor as compensation for its loss.

## **32. Lessee's conduct relevant to insurance**

### **32.1 Compliance with fire safety regulations**

- (a) The Lessee agrees to comply with the requirements imposed by the Lessor's insurer for the Leased Premises and under fire safety regulations, in respect of the authorised use by the Lessee of the Leased Premises

(i) with regard to the installation, repair and maintenance of fire alarms sprinklers, and fire prevention equipment in the Leased Premises, except those provided by the Lessor at or before the commencement of this Lease;

(ii) including in respect of partitions and alterations in the Leased Premises.

(b) The Lessee is liable to the Lessor for the reasonable cost of installations and equipment, which the Lessor may install in the Leased Premises during this Lease, in order to comply with the requirements under paragraph (a), if the Lessee has failed to comply with those obligations in any respect.

## **32.2 Not affect Insurances**

The Lessee must not do or permit to be done (including any intentional, reckless or negligent omission) anything by which any insurance on the Leased Premises may become void or voidable or whereby any insurance premium or insurance excess may be increased.

## **33. Lessee's indemnities to Lessor**

### **33.1 Indemnities**

The Lessee agrees to indemnify the Lessor from and against any liability, loss damage, expense or claim, which the Lessor may incur, including to a third party, during or after the term of this Lease, in respect of or arising from:

Breach of lease obligations

(a) loss, damage or injury to property or person occurring within the Leased premises, caused or contributed to by the Lessee's failure (including through the Lessee's agents or employees) to comply with the obligations imposed under this Lease;

Misuse of Services

(b) the negligent use or misuse by the Lessee (and by its agents or employees) of any Services in the Leased Premises;

Escape of substances

(c) the overflow, leakage or escape of water, gas, electricity, fire or other materials or substances in or from the Leased Premises, caused or contributed to by the Lessee's (and its agents' or employees') negligence;

Use of Leased Premises

(d) loss, damage or injury to property or person, caused or contributed to by the Lessee's negligence, arising out of use of the Leased Premises;

#### Faulty installations

- (e) loss, damage or injury to property or persons, caused or contributed to by the defective installation of plant, fixtures and equipment in the Leased Premises by or on behalf of the Lessee;

#### Failure to notify

- (f) the Lessee's failure to notify the Lessor regarding any defect in the Services in the Leased Premises.

### **33.2 Conditions and limitations**

The indemnities under this clause:

- (a) include penalties, fines, legal and other costs incurred by the Lessor;
- (b) do not apply when the loss, damage or injury was caused or substantially contributed to by the wilful or negligent act or omission of the Lessor, its employees or agents;
- (c) do not apply when the Lessor is indemnified for the loss or damage from moneys paid or recovered from insurances effected by the Lessor.

## **Part 8 - ASSIGNMENT AND SUBLETTING**

### ***34. Prohibition against assignment, subletting and mortgage over lease***

#### **34.1 Prohibition of dealings**

During the continuance of the Lease, in respect of all or part of this Lease or the Leased Premises, the Lessee must not:

- (a) assign, transfer, sublet, dealt with, hold on trust, or grant any interest in, this Lease;
- (b) mortgage, change or encumber this Lease;
- (c) part with possession of all or any part of the Leased Premises;
- (d) grant any licence, or share the right of occupation or possession, in respect of all or part of the Leased Premises;
- (e) grant any franchise or concession over the Lessee's business conducted at the leased Premises which would entitle any other person to use, occupy or trade from all or part of the Leased Premises.

#### **34.2 Consent to assignment**

The Lessee may apply to the Lessor for consent to the assignment of this Lease, which consent must not be unreasonably withheld if the following conditions precedent are satisfied:



- (a) the Lessee makes a written application to the Lessor for consent and furnishes complete copies of all written documents entered into between the Lessee and the proposed assignee relating to the lessee's business and the premises, and written personal and business references and financial statements relating to the assignee and any proposed new guarantors;
- (b) the Lessee establishes to the reasonable satisfaction of the Lessor that:
  - (i) the proposed assignee is respectable, responsible and solvent;
  - (ii) the proposed assignee has adequately performed its obligations as the Lessee or former lessee of other business premises;
  - (iii) in respect of the business or profession intended to be conducted by the assignee at the Leased Premises, the assignee has sufficient financial resources and business experience to be capable of adequately complying with the Lessee's obligations under this Lease and of efficiently conducting the assignee's business at the leased Premises;
- (c) the Lessee has paid to the Lessor all moneys due under this Lease up to the date of the assignment and, in respect of any liability which cannot be accurately determined, secures it to the Lessor's reasonable satisfaction at the date of the assignment;
- (d) there are no unremedied breaches of the Lessee's obligations under this Lease at the date of the assignment;
- (e) any other consents which are required to the assignment, by head lessors, mortgagees or others, are obtained before the assignment;
- (f) the execution by the Lessee and the assignee of a transfer of this Lease, which must be duly stamped and which the assignee or the assignee's solicitors must undertake to have registered promptly after completion of the assignment.

## **Part 9 - LESSOR'S COVENANTS, OBLIGATIONS AND RESERVATION OF ENTITLEMENTS**

### **35. *Lessor's covenant for quiet enjoyment***

The Lessor covenants with the Lessee that, while the Lessee complies with the financial and other obligations under this Lease, the lessee may occupy and have the use and enjoyment of the Leased Premises for the term of this Lease without interruption or disturbance from the Lessor and other persons lawfully claiming through or under the Lessor.

### **36. *Miscellaneous reservations***

#### **36.1 For sale and for lease signs**

The Lessor may install on the external walls of the building or of the Leased Premises;

- (a) "for sale" signs of the Building is offered for sale; or
- (b) "for lease" signs during the last two months of a lease term.

#### **36.2 Passage of Services**

The Lessor reserves the right to maintain Services to the Leased Premises, by having those Services pass through or under the Leased premises, and to have access to those Services for the purpose of maintenance, repair or replacement , or to provide additional Services

### **37. *Lessor's entitlement to alter Building***

#### **37.1 Work in Building**

The Lessor may carry out any building work in the Building, but without that work altering or interfering with the Leased Premises.

## Part 10 – DEFAULT AND TERMINATION

### 38. *Lessee's obligation to yield up Leased Premises*

Immediately on the expiry or legally effective termination of this Lease, the Lessee agrees to yield up possession and control over the Leased Premises to the Lessor, in the condition and state of repair as required under this Lease.

#### 38.1 Essential terms of lease

It is agreed that the following obligations by the Lessee are essential terms of this Lease:

- (a) the covenant to pay rent throughout the lease term at a date not later than fourteen (14) days after the due date for the payment of each monthly instalment of rent (clause 7);
- (b) the covenant to pay outgoing throughout the lease term at a date not later than fourteen (14) days after the due date for the payment of instalments and to pay goods and services taxes (clause 10);
- (c) the covenant dealing with the use of the Leased Premises (clause 18);
- (d) the covenant dealing with assignment and subletting (clause 34).

### 39. *Lessor's entitlements after Lessee vacates during lease term*

#### 39.1 Lessor's entitlements

If the Lessee vacates or abandons the Leased Premises during the lease term in breach of the Lessee's obligation under this Lease, the Lessor may;

- (a)
  - (i) accept the keys to the Leased Premises from the Lessee;
  - (ii) renovate, restore and clean the Leased Premises;
  - (iii) change the locks and secure the Lease Premises;
  - (iv) permit prospective tenants to inspect the Leased Premises;
- (b) take any action in subclause (a) without the Lessor's conduct constituting
  - (i) a re-entry or termination of this Lease;
  - (ii) the acceptance of a surrender or repudiation of this Lease.

### 40. *Waiver*

#### 40.1 Demand and acceptance of rent and other financial obligations

After the Lessee is in default or breach under this Lease, including in breach of an essential term of this Lease, the demand or acceptance from the Lessee by the Lessor of arrears or of any late payment of rent, rates, taxes, outgoing, operating expenses, or other financial obligations does not:

- (a) preclude the Lessor from exercising any rights or remedies under this Lease, including enforcing or terminating this Lease;
- (b) constitute a waiver of the essentiality of the Lessee's obligation to make those payments;
- (c) waive the Lessee's continuing obligation to make those payments during the lease term.

## **41. Termination after damage to or destruction of Building**

### **41.1 Lessor's entitlement to terminate lease**

- (a) If the Building is seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar event, the Lessor may terminate this Lease in any of the following circumstances:
  - (i) when the Building is required to be demolished and wholly replaced;
  - (ii) when serious damage or destruction extends to more than fifty per cent (50%) of the Building;
  - (iii) when the Lessor is not required to repair, replace or reinstate the Building under this Lease;
  - (iv) when the Building cannot be repaired or reinstated by the Lessor, acting reasonably and promptly, within the number of months in Item 18 after the damage;
  - (v) when the Leased Premises are incapable of being used and occupied due to the damage and this Lease expires, with no option for renewal, within two (2) years after the date when the damage occurs.
- (b) In any of the circumstances specified in paragraph (a), the Lessor may give written notice at any time terminating this Lease on one month's notice.

### **41.2 Lessee's entitlement to terminate Lease**

- (a) The Lessee may terminate this Lease when the Leased Premises are seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar events, or the Leased Premises are rendered incapable of being used and occupied as a consequence of serious damage to the Building from such an event, in any of the following circumstances:
  - (i) when the Lessor takes no action to repair or reinstate the Leased Premises for a consecutive period of the number of weeks in Item 18, at any time after the date of the damage;
  - (ii) when the Leased Premises will not be capable of being used and occupied for a period in excess of the number of months in Item 18 from the date of the damage.

- (b) In any of the circumstances specified in paragraph (a), the Lessee may give one month's written notice terminating the Lease.

## **42. Termination of Lease for default**

### **42.1 Default**

Each of the following constitutes a default by the Lessee under this Lease:

- (a) failure to pay to the Lessor rent or comply with any other financial obligation under this Lease, including the payment of outgoings, for a period in excess of fourteen (14) days after the due date for payment, whether or not a formal demand for payment been made;
- (b) failure to comply with an essential term of this Lease;
- (c) any serious, persistent and continuing breach by the Lessee of its covenants and obligations under this Lease.

### **42.2 Termination after default**

After a default by the Lessee in accordance with clause 42.1, and continuance of the default, after the Lessor has served a legally effective notice of breach of covenant (if required) the Lessor may terminate this Lease by:

- (a) re-entering and taking possession of the Leased Premises, using reasonable force to secure possession;
- (b) serving on the Lessee written notice terminating this Lease;
- (c) instituting proceedings for possession against the Lessee;
- (d) taking the actions in both (a) and (b) or in (b) and (c).

## **43. Lessor's entitlement to damages**

### **43.1 Damages for breach or for repudiation**

- (a) If the Lessee's conduct (whether acts or omissions) constitutes:
  - (i) a repudiation of this Lease (or of the Lessee's obligations under this Lease);
  - (ii) a breach of any Lease covenants;
  - (iii) a breach of an essential term of this Lease;

the Lessee covenants to compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation or breach, whether or not this Lease is terminated for the repudiation, breach or on any other ground.

- (b) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (c) The Lessor is entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant or essential term for the loss suffered by the Lessor during the term of this Lease, including the periods before and after termination of this Lease.

- (d) The Lessor's entitlements to recover damages is not affected or limited by any of the following:
  - (i) if the Lessee abandons or vacates the Leased Premises;
  - (ii) if the Lessor elects to re-enter or to terminate the Lease;
  - (iii) if the Lessor accepts the Lessee's repudiation;
- (iv) if the parties' conduct constitutes a surrender by operation of law.

#### **43.2 Additional entitlements of Lessor**

The Lessor's entitlement to damages is in addition to:

- (a) the entitlement to recover rent, rates, taxes, outgoing and operating expenses until the date of expiry or termination of this Lease;
- (b) interest on late payments in accordance with this Lease;
- (c) costs of any breach or default, including the costs of termination.

### **44. Removal of Lessee's property**

#### **44.1 Lessee's obligation to remove property**

- (a) The Lessee must remove all its property, including furniture, plant, equipment and stock in trade, from the Leased Premises, before the expiry or termination of this Lease or, if it is terminated by the Lessor, within seven (7) days after this Lease is terminated.
- (b) After the Lessor terminates this Lease, the Lessee and its employees and agents may have access to the Leased Premises, while the Lessor has possession and control over those premises, for the next seven (7) days (excluding Sundays and public holidays), between 8am and 5pm, for the purpose of removing the Lessee's property and cleaning, repairing or restoring the Leased Premises.
- (c) The Lessee must not cause any damage to the Building or to the Leased Premises while removing its property, must leave the Leased Premises clean and tidy after the removal and is liable for the cost of repair of the damage caused by or during the removal.

#### **44.2 Lessee's failure to remove property**

- (a) If the Lessee fails to remove any of its property from the Leased Premises, the Lessor may
  - (i) have that property removed from the Leased Premises and stored, using reasonable care in removing and storing the property, but being exempted from any liability to the Lessee for loss or damage to any of its property through the negligence of the Lessor, its employees or agents;
  - (ii) sell or otherwise dispose of all or any of the Lessee's property, with or without removing them from the Leased Premises, in the name of and as agent for the Lessee.

- (b)
  - (i) In respect of all or any of the Lessee's property which the Lessee has failed to remove from the Leased Premised, the Lessee is taken to have abandoned the property and title to it and the Lessor at its option acquires title to that property through abandonment.
  - (ii) The Lessor is not obliged to account to the Lessee for the value of any property whose title vests in the Lessor by abandonment.
  - (iii) Despite paragraph (ii), if the Lessee is able to establish that the reasonable market value of the property abandoned to the Lessor exceeds the amount in Item 19, the Lessee is entitled to require the Lessor to account to the Lessee for the balance of its value exceeding that amount and the Lessor may offset that balance against any amount due from the Lessee for rent or damages.

#### **44.3 Lessee's responsibility for damages and costs**

The Lessee is responsible for and indemnifies the Lessor in respect of:

- (a) any loss or damage caused by the Lessee, its employees or agents during the removal of the Lessee's property from the Leased Premises:
- (b) the costs of removal, storage and sale of any of the Lessee's property.

### **Part 11 – MISCELLANEOUS**

#### **45. Service of notices**

##### **45.1 Notice**

Any notice, document or demand (called "notice") under this Lease must be served in accordance with this clause.

##### **45.2 Signature of notice**

The notice must be in writing, signed by the party giving it, or by the party's duly authorised officer (if a corporation), agent or solicitor.

##### **45.3 Services of notice**

A notice may be served on a party to this Lease, including their successors, assigns, and guarantors:

- (a) by personal delivery to that party or if more persons than one are lessors or lessees to any one of them:

- (b) by delivering a notice for the Lessee to the Leased Premises and leaving it with an employee of the Lessee;
- (c) by delivering a notice for the Lessor to the Lessor's business address and leaving it with an employee of the Lessor;
- (d) by sending it by prepaid security post or certified post, addressed to the party at that party's address stated in Item 20;
- (e) by transmitting it by facsimile where a facsimile where a facsimile number is included in Item 20.

#### **45.4 Additional or altered address**

Either party may advise the other of an additional or an altered address for the service of notices, which is within Tasmania and is not a post office box or care of a post office.

#### **45.5 Time of service**

A notice is taken to have been served:

- (a) at the time of delivery;
- (b) on the third Business day after the day on which it is posted, the first Business day being the day of posting.

### **46. Disputes**

#### **46.1 Notice of Dispute**

A party claiming that a dispute has arisen under or in relation to this Lease must give written notice to the other parties to the dispute, specifying the nature of the dispute and designating as its representative a person with authority to negotiate on its behalf. The other parties must give notice within 14 days designating person with similar authority as their representatives relating to the dispute.

#### **46.2 Alternative Dispute Resolution**

If the dispute is not resolved within 30 days if the latter designation required by clause 46.1 (or within such further period as the representatives agree is appropriate) the representative will try to agree on a price for resolving the whole or part of the dispute through means other than litigation or arbitration, (such as further negotiations, mediation, conciliation or independent expert determination).

#### **46.3 Arbitration**

If the parties have not agreed under clause 46.2 on a resolution process within 14 days (or such longer period as is agreed) or if the process agreed fails to resolve the dispute, then a party which has complied with the provisions of this clause may then refer the dispute to arbitration under the Institute of Arbitrators Australia Rules if the Conduct of Commercial Arbitration (the Rules”).



#### **46.4 Appointment of Arbitrator**

If a dispute is referred to arbitration under clause 76.3, the arbitrator is to be appointed in accordance with the Rules.

#### **46.5 No Termination during Dispute Resolution**

From the time when a notice of dispute is served, the Lessor must not take action to terminate this Lease, by physical re-entry or otherwise, until the conclusion of the dispute resolution process.

<b>REFERENCE SCHEDULE</b>		
Item 1 (Parties)	Lessor: (name and address)	Southern Midlands Council 71 High Street Oatlands
Item 2 (Parties)	Lessee: (name and address)	Regional Community Learning & Development Centre – Levendale Inc. C/- 4 Ollie Drive, Sorell Tas 7172
Item 4 (cl 1)	Description of Leased Premises	All that part of the property known as the "Levendale Centre" situated at 1315 Woodsdale Road, Levendale
Item 5 (cl 1, cl 3(b))	Inclusion in Leased Premises:	As per Inventory List.
Item 5A (cl 22)	Essential Health & Safety Features include (without limitation)	All features prescribed as essential safety and health features by law
Item 6 (cl 4)	Lease Term:  Commencement Date:  Last day of Lease Term:	3 years  1 <sup>st</sup> January 2017  31 <sup>st</sup> December 2019
Item 7 (cl 6)	Option for renewal:  Term of Renewal (clause 6.6(a):  Commencing on:  Last day of Lease Term:  Term of any further option(s) for renewal (cl 6.6 (b):	Yes  3 years  1 <sup>st</sup> January 2020  31 <sup>st</sup> December 2022
Item 8 (cl 7)	Base Rent:  Payable by equal monthly instalments of:  Date for commencement of rent:	\$2,000 per annum plus GST  \$-166.67 per month plus GST  Commencement date of this lease:
Item 9 (cl 6, cl 19)	Adjustment Dates (clause 9.1 (a) and	\$3,000 pa plus GST \$250.00 per month plus

	clause 9.2): CPI ABS Hobart for the preceding quarter's annual adjustment	GST from 1 <sup>st</sup> January 2018 and \$4,000 pa plus GST \$333.33 per month plus GST every year thereafter
Item 9	Market Review Date	Not applicable.
Item 10 (cl 10)	Lessee's percentage of outgoings (clause 10.1)  Particulars of outgoings and time for payment:	100 percent  As required by the Lessor from time to time
Item 11 (cl 14)	Rate of interest:	Tasmanian Perpetual Trustees Limited ABN 97 009 475 629 variable rate of interest from time to time on commercial loans.
Item 12 (cl 17)		Not applicable.
Item 13 (cl 18)	Use of Leased Premises for the following purposes (clause 18.1):	Community Use.
Item 14 (cl 20)	Dimensions of sign on exterior of Leased Premises:	As permitted by Council regulations.
Item 15 (cl 26)		At end of Lease period.
Item 16 (cl 29)		14 days.
Item 17 (cl 31)	Lessee's insurances: Amount of public risk cover.	\$20 Million Dollars
Item 18 (cl 41)	Lessor may terminate if Leased Premises cannot be repaired or reinstated within the following period (clause 41.1 (a) (iv)):	3 months
	Lessee may terminate if Leased Premises seriously damaged and (i) Lessor takes no action to repair or reinstate for (clause 41.2 (a) (i)): or  (ii) Leased Premises will not be capable of being used and occupied for period in excess of (clause 41.2 (a) (ii)):	

Item 19 (cl 44)	Reasonable Market value of property abandoned by Lessee exceeding (clause 44.2 (b) (iii):	Ten Thousand Dollars
Item 20 (cl 45)	Address for service of notices (and facsimile number if applicable):  Lessor:  Lessee:	Southern Midlands Council 71 High Street Oatlands TAS 7120  Regional Community Learning & Development Centre – Levendale Inc. 4 Ollie Drive Sorell TAS 7172

#### MAINTENANCE SCHEDULE

Item	LESSEES RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
1. Heating Fixtures	Payment of all gas and electricity bills, servicing, replacing and repairing when required.	No responsibility.
2. Building Alterations	For determining and documenting the specific needs of the building relating to any requests to Council for building alterations.	For assessing all requests submitted and if approved by Council, ensuring satisfactory completion of work by the responsible parties.
3. Curtains and Blinds	Regular cleaning and repair.	No responsibility.
4. Ceiling	Repairs due to foreseeable misuse.	Major repair and/or replacement due to structural faults, age etc.
5. Doors (including cupboard doors and door fittings).	Regular cleaning and repair of internal doors due to foreseeable misuse.	Replacement due to age or structural fault. Repairs on all external doors.
6. Electrical wiring and fittings in buildings	Repair and replacement due to foreseeable misuse.	All building wiring from main supply to and including the switchboard, power points, switches and light fittings.
7. Fire Extinguishers	To fill when discharged.	For annual maintenance and replacement due to age.
8. Floor surfaces and coverings	All regular cleaning and maintenance.	No responsibility.
9. Glass	To keep clean and replace internal breakages.	To replace externally when breakage occurs due to vandalism.
10. Vandalism	No external responsibility.	Removal of graffiti from external areas and other associated grounds work - as determined by Council.
11. Keys, Locks	Responsible for keys issued by Council.	Purchase, install and maintain all locks.
12. Training Lights	Total responsibility for purchase, installation, utility costs, repairs and maintenance.	No responsibility.
13. Security System	Purchase, installation, service and maintenance. To be compatible to	No responsibility.

	Council's Master Key System.	
14. Light Globes and fittings (external)	No responsibility	For replacement and maintenance when required.
15. Light Globes (internal)	Replacement	Repair faulty fittings.
16. Plumbing and Fixtures	Cost of internal repairs due to foreseeable misuse, and any add-on fixtures not standard within the building.	Repair and renewal of all plumbing fixtures.
17. Plumbing waste pipes and drains	Keep them clear of foreign objects, mud etc and clear if blocked by these materials.	General maintenance.
18. Other permanent fixtures	Regular cleaning of all fixtures and repair/or replace if due to foreseeable misuse.	No responsibility.
19. Hygiene	To keep all areas in a clean and hygienic state.	No responsibility.
20. Painting	Internal painting if damaged through foreseeable misuse.	Internal and external painting on as needed basis.
21. Roofs	No responsibility.	All maintenance and repair as required.
22. Skylights	No responsibility.	All maintenance and repair as required.
23. Walls	Regular cleaning and repair if damaged through foreseeable misuse of internal walls.	Structural maintenance.
24. Building External	No responsibility.	General maintenance.
25. Food Handling areas and equipment	To comply with the relevant Health Acts and maintain such equipment required under the Health Act.	No responsibility.

Executed by the parties as a deed

SIGNED for and sealed on behalf of )  
SOUTHERN MIDLANDS COUNCIL )



Presence of: )

*[Signature]*  
Full Name: *Edwin Charles Bott* Full Name *ALEXANDER ORMOND GREEN*  
Position Held: *Councillor* Position Held: *DEPUTY MAYOR*

*[Signature]*  
Full Name: *Andrew Thomas Benson*  
Position Held: *Deputy Civil Manager*

SIGNED and sealed for an on behalf of )  
REGIONAL COMMUNITY LEARNING & DEVELOPMENT CENTRE – LEVENDALE INC. )  
)

Presence of: )

*[Signature]* Full Name: *ANTHONY DAVID DAVIS* Full Name *KERRY JOHN VINCENT*  
Position Held: *TREASURER* Position Held: *CHAIRMAN*

**Site Plan**

1315 Woodsdale Road, Levensdale







# Parallah Progress Association General Meeting

21 August 2018

Meeting opened at 7.03pm

Present: Brian Chatters, Belinda Chatters, Leanne Wilson, Mark Wilson, Colin Johnson, Jo Bain, Don Fish, Tony Bisdée.

Apologies: No Apologies

Jo Bain moved last minutes of meeting to be true + correct.  
Second Colin Johnson

## Business Arising:

Shed is to go ahead as discussed

Roof on tank has been done

Fire screen to be found and put back around fire

Guttering to be fixed around the building - Brian

Chatters to take care of

Old toilets to be demolished

Do something with new toilet / public access

Had an electrician out to check on pump as it was tripping a fuse

Need keys for tv and rollerdoor off Shane Porter  
Caravanners needing wood in October - working bee

## Treasurers Reports

Balance as of 24 July 8, 165.40

Colin Johnson moved treasurers report to be true +  
correct second Jo Bain

Nomination for President : Brian Chatters  
Elected and unopposed Accepted

Nomination for Treasurer : Leanne Wilson  
Elected and unopposed Accepted

Nomination for Secretary : Belinda Chatters  
Elected and unopposed Accepted

No Correspondence

Next meeting to be arranged

Meeting closed at 7.25pm



**APPLICATION FOR PLANNING PERMIT – USE AND DEVELOPMENT**  
**Commercial, Industrial, Forestry and other Non- Residential development**  
Use this form to apply for planning approval in accordance with section 57 and 58 of the *Land Use Planning and Approvals Act 1993*

**Applicant / Owner Details:**

**Owner / s Name** FGI Australia Pty Ltd, Roslyn & Peter Bigwood and Miles Smith & Kristen Fitzgerald

**Postal Address** PO Box 212 Prospect Tas 7250, 105 Balook Street, Lauderdale TAS 7021 and 59 Harrington Street, Hobart TAS 7000

Phone No:

Fax No:

**Email address**

**Applicant Name** JMG Engineers and Planners obo SSAA (Tas)  
(if not owner)

**Postal Address** 117 Harrington Street Phone No: 6231 2555

Hobart 7000 Fax No:

**Email address:** mclark@jmg.net.au

**Description of proposed use and/or development: Refer to attached Planning Assessment Letter**

**Address of new use and development:** Woodsdale Road, Runnymede

**Certificate of Title No** Volume No: 113488 Lot No: 1

**Description of Use** Sports and recreation (firing range)

**Development on site** Refer to attached Planning Assessment Letter

**current use of land and building** Forestry plantation with several gravel access roads.

Refer Definitions in Clause 8.2 of the Southern Midlands Planning Scheme 2015  
Attach additional information if required.

E.g. Are there any existing buildings on this title?  
If yes, what is the main building used as?

**Is the property Heritage Listed**

Please tick ✓ answer

Yes  No

**Signage** Is any signage proposed?

Please tick ✓ answer

Yes  No

Business Details	Existing hours of operation				Proposed hours of new operation			
	Hours	am	to	pm	Hours	am	to	pm
	Weekdays				9			5
	Sat				X			X
	Sun				X			X

Number of existing employees:  Number of proposed new employees:

Traffic Movements	Number of commercial vehicles servings the site at present	n/a	Approximate number of commercial vehicles servicing the site in the future	n/a
Number of Car Parking Spaces	How many car spaces are currently provided	nil	How many new car spaces are proposed	180

Please tick ✓ answer  
 Is the development to be staged:  Yes  No  X

Is the development to be staged, if yes	Described proposed stages		Described period of proposed stages	
---	---------------------------	--	-------------------------------------	--

Proposed Material Types	What are the proposed external wall colours		What is the proposed roof colour	
	What is the proposed external wall materials		What is the proposed roof materials	
	What is the proposed new floor area m <sup>2</sup>		What is the estimated value of all the new work proposed	\$ 400,000

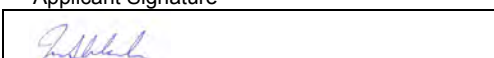
If yes attach details: size, colours, fonts, location

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

**Signed Declaration**

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

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

Applicant Signature 	Applicant Name (print) Mat Clark of JMG Engineers and Planners	Date 27 July 2018
Land Owner(s) Signature	Land Owners Name (please print)	Date
Land Owner(s) Signature	Land Owners Name (please print)	Date

## APPENDIX B

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### Title information

JMG Ref: J183049PH

27 June 2018

General Manager  
Southern Midlands Council  
Via email - mail@southernmidlands.tas.gov.au

Attention: Jacqui Tyson

Dear Ms. Tyson,

DEVELOPMENT APPLICATION - FIRING RANGE (SPORTS AND RECREATION) AND ASSOCIATED CLUB FACILITIES - WOODSDALE ROAD, RUNNYMEDE (CT 113488/1)

JMG Engineers and Planners have been engaged by the Sporting Shooters Association of Australia (SSAA) Tasmania, to prepare a development application for a firing range at Woodsdale Road, Runnymede (CT 113488/1). The proposal also includes 3 club buildings, a **scorer's** office, a rifle range cover, car parking and minor earthworks.

The proposal will provide a state multi-discipline firing range facility that will allow for yearly competitions and support local SSAA (Tasmania) club members. It is noted that finding a suitable site that can accommodate a multi-disciplinary firing range facility is difficult due to topography constraints, land-use, and range ballistic requirements. As such, the subject site provides a relatively unconstrained site with a topography that improves the safety of the firing range and extensive vegetation which assists in reducing potential impacts.

It is noted that the northern boundary as shown on the ListMap cadastre does not accurately reflect the true location of this boundary. As shown on plan C01 (Attachment C), the true northern boundary is located approximately 30.6 m to the north of the location shown on the ListMap cadastre. The identified location of the title boundary has been based on location of original survey markers attached to the subdivision survey of the adjoining parcel. This information was located, and ground truthed, in consultation with Peter Binny Surveys, Blackmans Bay. Notwithstanding, the owners of the adjoining property to the north at 770 Woodsdale Road have been notified of the lodgement of this application.

This letter serves to provide an assessment of the application against the provisions of the *Southern Midlands Interim Planning Scheme 2015* (**'the Planning Scheme'**).

The proposal generates the following discretions:

- 26.3.3 Discretionary Use - as the proposal involves a discretionary use;
- 26.4.3 Design (P1) - due to clearing of native vegetation;
- 26.4.3 Design (P3) - due to the extent of earthworks required to construct the proposed earth berms;

117 Harrington Street  
Hobart 7000  
Phone (03) 6231 2555  
Fax (03) 6231 1535  
infohbt@jmg.net.au

49-51 Elizabeth Street  
Launceston 7250  
Phone (03) 6334 5548  
Fax (03) 6331 2954  
infofn@jmg.net.au

Johnstone McGee &  
Gandy Pty Ltd  
ABN 76 473 834 852  
ACN 009 547 139  
as trustee for Johnstone  
McGee & Gandy  
Unit Trust

[www.jmg.net.au](http://www.jmg.net.au)

- E3.7.1 Buildings and Works, other than Minor Extensions - there is no acceptable solution;
- E5.5.1 Existing road accesses and junctions (P2) - the vehicle movements per day will increase by more than 10%;
- E5.6.2 Road accesses and junctions (P2) - as the proposal includes 2 x 2-way accesses;
- E7.7.1 Stormwater Drainage and Disposal (P1) - As stormwater will be collected and treated onsite and not disposed of via gravity to public infrastructure.

These discretions are considered acceptable as discussed in the body of this report. The following documents are enclosed in support of the application:

- Development Application form (Attachment A);
- Title information (Attachment B);
- Site Plans (Attachment C);
- Elevation Plans (Attachment D); and
- Traffic Impact Assessment (Attachment E).

Attachments are enclosed at the end of this letter.

### 1. Site, Location & Context

The subject site is located at Woodsdale Road, Runnymede (CT 113488/1) (Figure 1). It has an area of 356.6 ha and has a frontage to Woodsdale Road. The land is zoned Rural Resource under the Planning Scheme.

The site is currently used as an operating hardwood plantation forest and is predominantly covered in Eucalypt plantation forest. There is a redundant quarry approximately 800 m east of the Woodsdale Road frontage, towards the centre of the site. There are several informal access roads across the site.

The surrounding area is characterised by rural farmland, forestry plantations and bushland reserves. The surrounding land is similarly zoned Rural Resource.

Title information is provided under Attachment B.

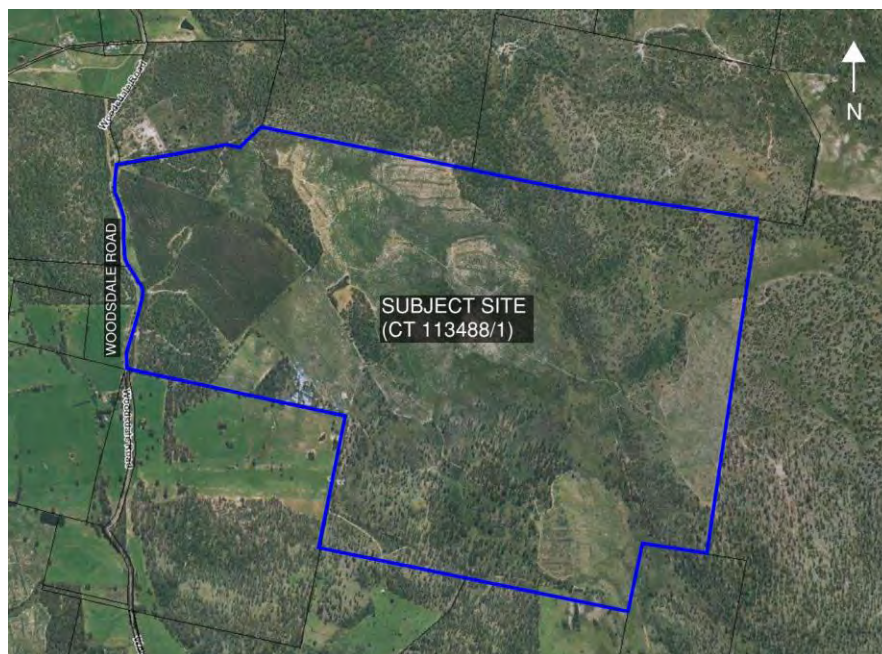


Figure 1 - Subject Site

## 2. Proposal

The proposal is for a State Firing Range for use by members of the Sporting Shooters Association of Australia (Tasmania) Inc. The facility will include 3 separate ranges for each discipline, shotgun, rifle and pistol. A total of 5 buildings are proposed on the site and include the following:

### Shotgun Range

- 1 x clubroom facility.

### Centrefire Rifle Range

- 1 x Rifle clubroom;
- 1 x Cantilever Platform Cover;
- 1 x Scorers Office.

### Pistol Range

- 1 x multi-discipline clubroom.

Provision for car parking is provided at each firing range for 60 vehicles.

The rifle and shotgun discipline clubrooms have a maximum floor area of 108.5 m<sup>2</sup> and will be provided with 4 toilets, including an accessible bathroom, as well as a small kitchen facility and covered outdoor area. The multi-discipline clubroom at the Pistol Range has a maximum floor area of 280.8 m<sup>2</sup> and will be provided with both toilet and shower facilities as well as a storage room and kitchen/food preparation area. The Centrefire Rifle Range will be provided with a cantilevered platform cover as well as a scorers office which be located directly behind the firing line and platform cover so to allow for unobstructed observation of firing activities. The proposed site plan and elevation plans for the proposed buildings are provided under Attachments C & D.

The facility will be accessed via the two existing driveways. The northern entry point will provide vehicular access to the Centrefire Rifle Range and Shotgun Range and the southern entry point will provide access to the Pistol Range. Earthworks are required along the frontage adjoining the southern access to improve sightline distances as recommended in the Traffic Impact Assessment (Attachment E).

The proposed development will require tree removal, particularly within the Centrefire Rifle Range corridor. These trees form part of the forest plantation covered under Forestry Plan No. 2002 and are not within a biodiversity protection area.

Proposed earthworks include a 2.2 m x 50 m berm along the northern edge of the Centrefire Rifle Range, a 2.2 m high berm around the north and south perimeter of the Pistol Range and a 5 m high berm on the eastern perimeter. The Pistol range is also provided with internal side berms of 2.2 m height to separate individual competition bays. Minor earthworks and tree clearing is also required along a section of the frontage, at the intersection of the southern access.

The proposed earth berm directly to the north of the rifle range will be constructed of a 2.2 m high earthen bund with a 2.4 m solid timber fence (200 x 50 mm pine planks) on top with an overall height of 4.56 m for this section of the berm. The berm will continue for a length of 50 m and will be immediately adjacent to the firing line. In addition, 2 large water tanks will be located at the northern end of the rifle range which will, in effect, form a wall at the end of the range. The earth barrier in conjunction with the water tanks will provide acoustic attenuation for the rifle range.

The proposed hours of operation are 9 am to 5 pm, 7 days a week.



### 3. Planning Assessment

The site is zoned 'Rural Resource' under the *Southern Midlands Interim Planning Scheme 2015 ('the Scheme')* (Figure 2). The site is also subject to the Landslide Hazard, Waterway and Coastal Protection Areas and Biodiversity Protection Area overlays.

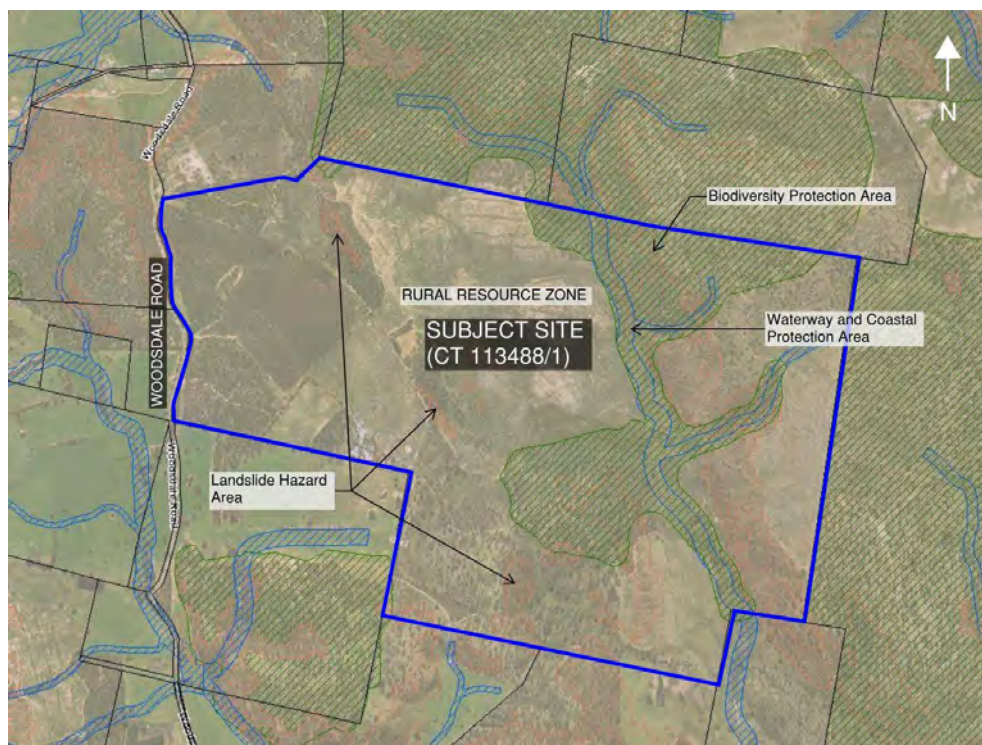


Figure 2 - Zoning and Overlays

#### 3.1 Rural Resource Zone

The proposed development is defined as a **'Sports and Recreation' use**. The proposal has been assessed under the applicable standard requirements for the zone and is a discretionary use as per Clause 26.2.

##### 3.1.1 Use Standards - Discretionary Use

26.3.3 Discretionary Use	
<p><b>A1</b> No acceptable solution.</p>	<p><b>P1</b> A discretionary non-agricultural use must not conflict with or fetter agricultural use on the site or adjoining land having regard to all of the following:</p> <ul style="list-style-type: none"> <li>(a) the characteristics of the proposed non-agricultural use;</li> <li>(b) the characteristics of the existing or likely agricultural use;</li> <li>(c) setback to site boundaries and separation distance between the proposed non-agricultural use and existing or likely agricultural use;</li> </ul>

	<i>(d) any characteristics of the site and adjoining land that would buffer the proposed non-agricultural use from the adverse impacts on amenity from existing or likely agricultural use.</i>
--	---

The site is currently used as a Eucalypt plantation (hardwood) and has an active Forestry Plan (No. 2002) as shown on Plan C01 under Attachment C. It is the intention of SSAA (Tas) Inc. to continue the forestry operations (a) & (b).

The proposed firing range facility does not involve a sensitive-use activity and therefore will not restrict future agricultural use on adjoining land.

The club facilities are setback a minimum of 40 m from the side boundaries, 20 m from the front boundary and 1.9 km from the rear, eastern boundary. The closest likely agricultural use is to the south and west of the site on a property known as **'Brookdale'** (CT 243932/1, CT 203470/1, CT 222353/1 & CT 208561/1).

The proposal does not include a sensitive use and the required front, side and rear boundary setbacks have been maintained to ensure there is limited potential for conflict between the proposed use and current or future agricultural use of adjoining land parcels. It is also confirmed that the proposed facility and location of each firing range has been designed in accordance with requirements of the Tasmanian Police and **all 'fall of shot' remains wholly inside the title boundaries** (c).

The site has a varied topography, with several significant ridgelines that create visual and acoustic buffering between the subject site and adjoining properties (d).

### 3.1.2 Development Standards

26.4.1 Building Height	
A1 <i>Building height must be no more than: 9 m if for a residential use. 10 m otherwise.</i>	P1 ***

The maximum building height proposed is 4.77 m, consistent with the requirements of A1. Proposed elevation plans for each building is provided under Attachment D.

26.4.2 Setback	
A1 <i>Building setback from frontage must be no less than: 20 m.</i>	P1 ***

The closest building is setback a minimum of 20 m from the frontage, consistent with A1.

A2 <i>Building setback from side and rear boundaries must be no less than: 40 m.</i>	P2 ***
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All buildings are setback a minimum of 40 m from the side and rear boundaries, consistent with A2.

It is noted that the northern boundary as shown on the ListMap cadastre does not accurately reflect the true location of this boundary. As shown on plan C01, the true northern boundary is located approximately 30.6 m to the north of the location shown on the ListMap cadastre. The identified location of the title boundary has been based on location of original survey markers attached to the subdivision survey of the adjoining parcel. This information was located, and ground truthed, in consultation with Peter Binny Surveys, Blackmans Bay. The setback from the northern boundary has been measured from the ground truthed boundary.

A3 is not applicable as the subject application does not involve a sensitive use.

<p>A4</p> <p><i>Buildings and works must be setback from land zoned Environmental Management no less than:</i></p> <p>50 m.</p>	<p>P4</p> <p>***</p>
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All adjoining land parcels within 50 m of the site are zoned Rural Resource, therefore the proposal is consistent with A4.

26.4.3 Design	
<p>A1</p> <p><i>The location of buildings and works must comply with any of the following:</i></p> <p>(a) <i>be located within a building area, if provided on the title;</i></p> <p>(b) <i>be an addition or alteration to an existing building; and</i></p> <p>(c) <i>be located in an area not requiring the clearing of native vegetation and not on a skyline or ridgeline.</i></p>	<p>P1</p> <p><i>The location of buildings and works must satisfy all of the following:</i></p> <p>(a) <i>be located on a skyline or ridgeline only if:</i></p> <p>(i) <i>there are no sites clear of native vegetation and clear of other significant site constraints such as access difficulties or excessive slope, or the location is necessary for the functional requirements of infrastructure;</i></p> <p>(ii) <i>significant impacts on the rural landscape are minimised through the height of the structure, landscaping and use of colours with a light reflectance value not greater than 40 percent for all exterior building surfaces;</i></p> <p>(b) <i>be consistent with any Desired Future Character Statements provided for the area;</i></p> <p>(c) <i>be located in an area requiring the clearing of native vegetation only if:</i></p> <p>(i) <i>there are no sites clear of native vegetation and clear of other significant site constraints such as access difficulties or excessive slope, or the location is necessary for the functional requirements of infrastructure;</i></p> <p>(ii) <i>the extent of clearing is the minimum necessary to provide for buildings, associated</i></p>

	<i>works and associated bushfire protection measures.</i>
--	---

The proposed structures are not on a skyline or ridgeline, based on the contour information and as demonstrated on the overall site plan however, clearing of native vegetation is required for the construction of the Multi-discipline Clubroom at the Pistol Range in the southwest corner of the site. All other buildings are located within historical forest plantation areas which do not contain native vegetation. The performance criteria have therefore been addressed below.

Whilst the site has significant contours and various ridgelines, the proposal does not include any built structures on a skyline or ridgeline, consistent with (a)(i)-(ii).

There are no desired future character statements applicable to the Rural Resource Zone therefore (b) does not apply.

The works that require clearing of native vegetation is the construction of the multi-discipline clubroom facility at the Pistol Range. The layout of buildings on the site have been dictated by the location of the two existing vehicle accesses but most importantly by the design requirements for recreational firing ranges. The proposed clubroom building has been located as close to the existing access road so to limit additional clearing for the facility. The site has historically been used as a Eucalypt plantation (hardwood) and contains only small areas of naturally growing native vegetation. Further, the area of proposed native tree removal is not covered by a biodiversity overlay.

There are few areas on the site which are already cleared and that could provide a suitable alternative location for the proposed facility given the specific setback requirements for each firing range (c)(i).

The extent of clearing will be limited to the multi-discipline clubroom (280 m<sup>2</sup> + 68 m<sup>2</sup> for the attached covered outdoor area) and associated car parking facility, consistent with (c)(ii).

It is considered that based on the above assessment against the requirements of P1, the proposed removal of native vegetation is acceptable in this instance.

A2 <i>Exterior building surfaces must be coloured using colours with a light reflectance value not greater than 40 percent.</i>	P2 ***
--	-----------

The proposed clubroom facilities and associated buildings will be of a similar aesthetic to an agricultural shed and will be finished in muted colour tones with a light reflectance value no greater than 40%, consistent with A2.

A3 <i>The depth of any fill or excavation must be no more than 2 m from natural ground level, except where required for building foundations.</i>	P3 <i>The depth of any fill or excavation must be kept to a minimum so that the development satisfies all of the following:</i> <i>(a) does not have significant impact on the rural landscape of the area;</i> <i>(b) does not unreasonably impact upon the privacy of adjoining properties;</i>
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	<i>(c) does not affect land stability on the lot or adjoining areas.</i>
--	--

Earthworks are required to provide a 2.2 m high berm on the northern side of a section of the Centrefire Rifle Range, a 2.2 m high berm around the north and south perimeter of the Pistol Range and 5 m high berm on the eastern perimeter. The Pistol range is also provided with internal side berms of 2.2 m to separate individual competition bays. The proposal also includes benching works along a portion of the frontage to improve sight distances at the southern entrance. As such, the performance criteria must be addressed.

The proposed fill works include the construction of two earth berms, a 2.2 m high berm to the north of the Centrefire Rifle Range and a 2.2 m high earth berm around the north and south perimeter of the Pistol Range and 5 m high berm on the eastern perimeter. The earth berms are required to reduce the potential for shot ricochet and are in accordance with the requirements of the Tasmania Police. The earth berms will also provide noise attenuation for the centrefire rifle range. Fill material will be transferred from available material within the existing quarry on the site.

The earthworks adjoining the southern access are required to ensure adequate sight distances are maintained for vehicles entering and exiting the site. The extent of earthworks will be kept at a minimum wherever possible but still achieve the safe sight distances recommended in the Traffic Impact Assessment.

The proposed earth berms will not be visible from Woodsdale Road and are not likely to have a significant impact on the rural landscape of the area. The proposed excavation works on the frontage will present as an extended, tapered opening to the access road and will appear similar to a standard rural entrance road. The proposal is considered to be consistent with P3(a).

Neither the excavation or fill will result in raised building platforms which would likely generate privacy impacts to adjoining residents. As such, the proposal is considered to be consistent with the requirements of P3(b).

The proposed earth berms will be constructed out of material already excavated from the existing quarry and are not located within a landslide hazard area. The earth berms will be covered with soft material, which will provide a safe surface for capturing potential ricochet shot. The proposed excavation along the frontage will be constructed to ensure the long-term stability of the new embankment and will not impact on the stability of land on any adjoining lots. The proposal is consistent with the requirements of P3(c).

#### 4. Codes

The proposal is subject to the Landslide Hazard, Waterway and Coastal Protection Areas and Biodiversity Protection Area overlays. The proposal has been assessed against the relevant clauses.

##### 4.1 Landslide Hazard Code

E3.7.1 Buildings and Works, other than Minor Extensions	
A1 <i>No acceptable solution</i>	P1 <i>Buildings and works must satisfy all of the following:</i> <i>(a) no part of the buildings and works is in a High Landslide Hazard Area;</i>

	<p>(b) the landslide risk associated with the buildings and works is either:</p> <p>(i) acceptable risk; or</p> <p>(ii) capable of feasible and effective treatment through hazard management measures, so as to be tolerable risk.</p>
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No works are proposed within a High Landslide Hazard area, consistent with (a).

No building or works are proposed within the areas affected by landslide risk as delineated in the overlay mapping. The proposal is consistent with the requirements of P1.

#### 4.2 Road and Railway Assets Code

E5.5.1 Existing road accesses and junctions	
<p>A1</p> <p><i>The annual average daily traffic (AADT) of vehicle movements, to and from a site, onto a category 1 or category 2 road, in an area subject to a speed limit of more than 60km/h, must not increase by more than 10% or 10 vehicle movements per day, whichever is the greater.</i></p>	<p>P1 ***</p>

Woodsdale Road is not a Category 1 or 2 road therefore the provisions of A1 do not apply.

<p>A2</p> <p><i>The annual average daily traffic (AADT) of vehicle movements, to and from a site, using an existing accessor junction, in an area subject to a speed limit of more than 60km/h, must not increase by more than 10% or 10 vehicle movements per day, whichever is the greater.</i></p>	<p>P2</p> <p><i>Any increase in vehicle traffic at an existing access or junction in an area subject to a speed limit of more than 60km/h must be safe and not unreasonably impact on the efficiency of the road, having regard to:</i></p> <p>(a) the increase in traffic caused by the use;</p> <p>(b) the nature of the traffic generated by the use;</p> <p>(c) the nature and efficiency of the access or the junction;</p> <p>(d) the nature and category of the road;</p> <p>(e) the speed limit and traffic flow of the road;</p> <p>(f) any alternative access to a road;</p> <p>(g) the need for the use;</p> <p>(h) any traffic impact assessment; and</p> <p>(j) any written advice received from the road authority.</p>
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As the speed limit on Woodsdale Road is 100km/h and the proposal will result in an increase in vehicle movements from the existing access junctions by more than 10%, the performance criteria must be addressed.

A Traffic Impact Assessment (TIA) has been undertaken for the site and is provided under Attachment E. As the site is currently used as a Eucalypt plantation (hardwood), vehicle movements are very infrequent. The proposal will result in approximately 40 vehicle movements per day during normal operations. The site will be used three times a year to host state and national title competitions over a weekend period with an **expected 100 visitors. During these 'peak' times, the daily traffic volume will be**

approximately 60 vehicles. Vehicle movements both during normal operations, and during the 3 competition weekends, will be concentrated in the morning and afternoon hours.

The development will utilise the two existing accesses, one to the north and a second to the south. The operation of these access points have been assessed in the TIA. The northern access is sufficient to accommodate the proposed use however the southern access requires minor earthworks along a portion of the frontage to improve sight lines to the south. This recommendation has been incorporated into the proposal plans.

The nature of Woodsdale Road and a speed limit and traffic flow analysis has been undertaken in the TIA with no issues or disruptions likely to be caused by the proposal.

The sight has a single road frontage and the proposal utilises the two existing accesses onto Woodsdale Road, as such there are is no alternative access that would efficiently service the proposed facility.

The proposal is considered to satisfy the criteria of P2 and is supported by a Traffic Impact Assessment (Attachment E).

<p>A3</p> <p><i>The annual average daily traffic (AADT) of vehicle movements, to and from a site, using an existing accessor junction, in an area subject to a speed limit of 60km/h or less, must not increase by more than 20% or 40 vehicle movements per day, whichever is the greater.</i></p>	<p>P3</p> <p>***</p>
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The speed limit on Woodsdale road is 80km/h therefore the provisions of A3 do not apply.

E5.6.1 Development adjacent to roads and railways	
<p>A1.1</p> <p><i>Except as provided in A1.2, the following development must be located at least 50m from the rail network, or a category 1 road or category 2 road, in an area subject to a speed limit of more than 60km/h:</i></p> <p>(a) new buildings;</p> <p>(b) other road or earth works; and</p> <p>(c) building envelopes on new lots.</p>	<p>P1</p> <p>***</p>
<p>A1.2</p> <p><i>Buildings may be:</i></p> <p>(a) located within a row of existing buildings and setback no closer than the immediately adjacent building; or</p> <p>(b) an extension which extends no closer than:</p> <p style="padding-left: 40px;">(i) the existing building; or</p> <p>(ii) an immediately adjacent building.</p>	<p>P2</p> <p>***</p>

Woodsdale Road is not a Category 1 or 2 Road, and the site does not adjoin a railway network, therefore the provisions of A1.1 and A1.2 do not apply.

E5.6.2 Road accesses and junctions	
A1 <i>No new access or junction to roads in an area subject to a speed limit of more than 60km/h.</i>	P1 ***

The proposal includes two vehicular access points, both of which are existing. As such, no new accesses are proposed onto the site, consistent with A1.

A2 <i>No more than one access providing both entry and exit, or two accesses providing separate entry and exit, to roads in an area subject to a speed limit of 60km/h or less.</i>	P1 <i>For roads in an area subject to a speed limit of 60km/h or less, accesses and junctions must be safe and not unreasonably impact on the efficiency of the road, having regard to:</i>  <i>(a) the nature and frequency of the traffic generated by the use;</i> <i>(b) the nature of the road;</i> <i>(c) the speed limit and traffic flow of the road;</i> <i>(d) Any alternative access;</i> <i>(e) The need for the access or junction;</i> <i>(f) any traffic impact assessment; and</i> <i>(g) any written advice received from the road authority.</i>
--	---

Woodsdale Road has a speed limit of 100km/h and the proposal involves 2 x two-way accesses, therefore the performance criteria must be addressed.

A Traffic Impact Assessment (TIA) has been undertaken for the site and is provided under Attachment E. As the site is currently used as a forestry plantation, vehicle movements are very infrequent. The proposal will result in approximately 40 vehicle movements per day during normal operations. The site will be used three times a year to host state and national title competitions over a weekend period with an expected **100 visitors. During these 'peak' times, the daily traffic volume will be approximately 60 vehicles.** Vehicle movements both during normal operations, and during the 3 competition weekends, will be concentrated in the morning and afternoon hours.

The development will utilise the two existing accesses, one to the north and a second to the south. The operation of these access points have been assessed in the TIA. The northern access is sufficient to accommodate the proposed use however the southern access requires minor earthworks along a portion of the frontage to improve sight lines to the south. This recommendation has been incorporated into the proposal plans.

The nature of Woodsdale Road and a speed limit and traffic flow analysis has been undertaken in the TIA with no issues or disruptions likely to be caused by the proposal.

The site has a single road frontage and the proposal utilises the two existing accesses onto Woodsdale Road, as such there are no alternative access that would efficiently service the proposed facility.



The proposal is considered to satisfy the criteria of P2 and is supported by a Traffic Impact Assessment (Attachment E).

E5.6.4 Sight distance at accesses, junctions and level crossings	
<p>A1</p> <p><i>Sight distances at:</i></p> <p>(a) <i>an access or junction must comply with the Safe Intersection Sight Distance shown in Table E5.1; and</i></p> <p>(b) <i>rail level crossings must comply with AS1742.7 Manual of uniform traffic control devices - Railway crossings, Standards Association of Australia.</i></p>	<p>P1</p> <p>***</p>

As per Section 6.3 of the TIA, the northern access provides adequate sight distance however minor earthworks are required along the frontage adjoining the southern access to improve sight distances. The recommendations of the TIA have been incorporated into the proposal plans and therefore the development is capable of complying with A1(a).

#### 4.3 Parking and Access Code

E6.6.1 Number of Car Parking Spaces	
<p>A1</p> <p><i>The number of on-site car parking spaces must be:</i></p> <p>(a) <i>no less than the number specified in Table E6.1.</i></p> <p><i>Except if:</i></p> <p>(i) <i>the site is subject to a parking plan for the area adopted by Council, in which case parking provision (spaces or cash-in-lieu) must be in accordance with that plan.</i></p>	<p>P1</p> <p>***</p>

The proposed Sports and Recreation - Firing Range use is not specified under Table E6.1, therefore the provision for parking is determined by a traffic and parking impact assessment. A Traffic Impact Assessment has been undertaken for the proposal and is provided under Attachment E.

The proposal includes provision for 60 parking spaces at each range facility totalling 180 parking spaces on the site. The number of proposed parking spaces has been assessed in the TIA (Attachment E) and is found to be sufficient to meet the demand of the proposed facility.

E6.7.1 Number of Vehicular Accesses	
<p>A1</p> <p><i>The number of vehicle access points provided for each road frontage must be no more than 1 or the existing number of vehicle access points, whichever is the greater.</i></p>	<p>P1</p> <p>***</p>

The property has 2 existing accesses off Woodsdale Road, one to the south and a second to the north which adjoins the access road to 770 Woodsdale Road, Runnymede (CT 113487/1). As such, no new accesses are proposed, consistent with A1.

E6.7.2 Design of Vehicular Accesses	
<p>A1</p> <p><i>Design of vehicle access points must comply with all of the following:</i></p> <p><i>(a) in the case of non-commercial vehicle access; the location, sight distance, width and gradient of an access must be designed and constructed to comply with section 3 - “Access Facilities to Off-street Parking Areas and Queuing Areas” of AS/NZS 2890.1:2004 Parking Facilities Part 1: Off-street car parking;</i></p> <p><i>(b) Not applicable.</i></p>	<p>P1</p> <p>***</p>

The proposal achieves compliance with AS/NZS 2890.1:2004 subject to minor earthworks along the Woodsdale Road frontage to improve sight distances at the southern access. The works will be undertaken in accordance with the recommendations of the Traffic Impact Assessment (Attachment E). The proposal is therefore considered to be consistent with the requirements of A1(a).

A1(b) is not applicable as the site will not require access for commercial vehicles.

E6.7.3 Vehicular Passing Areas Along an Access	
<p>A1</p> <p><i>Vehicular passing areas must:</i></p> <p><i>(a) be provided if any of the following applies to an access:</i></p> <p><i>(i) it serves more than 5 car parking spaces;</i></p> <p><i>(ii) is more than 50 m long;</i></p> <p><i>(iii) it meets a road serving more than 6000 vehicles per day;</i></p> <p><i>(b) be 6 m long, 5.5 m wide, and taper to the width of the driveway;</i></p> <p><i>(c) have the first passing area constructed at the kerb;</i></p> <p><i>(d) be at intervals of no more than 50 m along the access.</i></p>	<p>P1</p> <p>***</p>

A vehicular passing area is required as both access will serve more than 5 parking spaces and the access roads are greater than 50 m in length.

The minimum road width for the full carriageway is 7 m from the road frontage, allowing sufficient room for the passing of vehicles. The proposal is consistent with the requirements of A1(b)-(d).

E6.7.4 On-site Turning	
<p>A1</p> <p><i>On-site turning must be provided to enable vehicles to exit a site in a forward direction, except where the access complies with any of the following:</i></p> <p><i>(a) it serves no more than two dwelling units;</i></p> <p><i>(b) it meets a road carrying less than 6000 vehicles per day.</i></p>	<p>P1</p> <p>***</p>

Woodsdale Road carries less than 6000 vehicles per day, therefore onsite turning is not required in accordance with A1. However, each range facility is provided with a

parking area for 60 vehicles and adequate aisle width and turning area to ensure all vehicles leave the site in a forward direction.

E6.7.5 Layout of Parking Areas	
A1 <i>The layout of car parking spaces, access aisles, circulation roadways and ramps must be designed and constructed to comply with section 2 “Design of Parking Modules, Circulation Roadways and Ramps” of AS/NZS 2890.1:2004 Parking Facilities Part 1: Off-street car parking and must have sufficient headroom to comply with clause 5.3 “Headroom” of the same Standard.</i>	P1 ***

The proposed parking areas have been designed in accordance with the requirements of AS/NZS 2890.1:2004 as demonstrated on Plan C02 (Attachment C).

E6.7.6 Surface Treatment of Parking Areas	
A1 <i>Parking spaces and vehicle circulation roadways must be in accordance with all of the following:</i> <i>(a) paved or treated with a durable all-weather pavement where within 75m of a property boundary or a sealed roadway;</i> <i>(b) drained to an approved stormwater system, unless the road from which access is provided to the property is unsealed.</i>	P1 ***

The first 75 m of the proposed vehicular accesses will be constructed of compacted gravel, providing a durable all-weather surface, consistent with A1(a).

The stormwater runoff generated from the driveway will be discharged to an onsite soakage trench (b).

E6.7.7 Lighting of Parking Areas	
A1 <i>Parking and vehicle circulation roadways and pedestrian paths serving 5 or more car parking spaces, used outside daylight hours, must be provided with lighting in accordance with clause 3.1 “Basis of Design” and clause 3.6 “Car Parks” in AS/NZS 1158.3.1:2005 Lighting for roads and public spaces Part 3.1: Pedestrian area (Category P) lighting.</i>	P1 ***

The facility will not be used outside daylight hours therefore, the proposed parking areas will not require artificial lighting.

E6.7.8 Landscaping of Parking Areas	
A1 <i>Landscaping of parking and circulation areas must be provided where more than 5 car parking spaces are proposed. This landscaping must be no less than 5 percent</i>	P1 ***

<i>of the area of the car park, except in the Central Business Zone where no landscaping is required.</i>	
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The proposed parking areas are a minimum of 10 m from the road frontage and are screened by existing vegetation therefore it is considered that additional landscaping is not required. The proposal is considered to satisfy the requirements of A1.

E6.7.12 Siting of Car Parking	
A1 <i>Parking spaces and vehicle turning areas, including garages or covered parking areas in the Inner Residential Zone, Urban Mixed Use Zone, Village Zone, Local Business Zone and General Business Zone must be located behind the building line of buildings located or proposed on a site except if a parking area is already provided in front of the building line of a shopping centre.</i>	P1 ***

The site is zoned Rural Resource therefore the provisions of E6.7.12 do not apply.

E6.7.14 Access to a Road	
A1 <i>Access to a road must be in accordance with the requirements of the road authority.</i>	P1 ***

Whilst the portion of road frontage onto Woodsdale Road is technically located on private land, it is understood that the road as administered by Southern Midlands Council. The two access points are existing, and upgrades will be in accordance with Council requirements, consistent with A1.

#### 4.4 Stormwater Management Code

E7.7.1 Stormwater Drainage and Disposal	
A1 <i>Stormwater from new impervious surfaces must be disposed of by gravity to public stormwater infrastructure.</i>	P1 <i>Stormwater from new impervious surfaces must be managed by any of the following:</i> <i>(a) disposed of on-site with soakage devices having regard to the suitability of the site, the system design and water sensitive urban design principles;</i> <i>(b) collected for re-use on the site;</i> <i>(c) disposed of to public stormwater infrastructure via a pump system which is designed, maintained and managed to minimise the risk of failure to the satisfaction of the Council</i>

Stormwater from new impervious surfaces will not be disposed of by gravity to public stormwater infrastructure as the site is not serviced. As such, the performance criteria must be addressed.

Stormwater runoff from all roofed buildings will be captured in rainwater tanks for re-use on the site, consistent with (b). All other semi-pervious surfaces, including the proposed access roads and car parking areas, will be surfaced with crushed gravel which is a permeable material, and any additional runoff will be captured in onsite stormwater soakage trenches.

The proposal is consistent with A1.

<p>A2</p> <p><i>A stormwater system for a new development must incorporate water sensitive urban design principles<sup>R1</sup> for the treatment and disposal of stormwater if any of the following apply:</i></p> <p><i>(a) the size of new impervious area is more than 600 m<sup>2</sup>;</i></p> <p><i>(b) new car parking is provided for more than 6 cars;</i></p> <p><i>(c) a subdivision is for more than 5 lots.</i></p>	<p>P2</p> <p>***</p>
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Surface runoff from new unsealed carparking areas is to be captured and treated within a swale drain running the length of the low side of the carpark and access roads as shown on plans C03 - C05. Additional discharge excess flow to be re-directed to a soakage trench or bio-retention and dissipation swale. Rainwater tanks are provided to capture runoff from the proposed roofed buildings. It is considered that the proposal addresses the principles of water sensitive urban design principles, A2.

<p>A3</p> <p><i>A minor stormwater drainage system must be designed to comply with all of the following:</i></p> <p><i>(a) be able to accommodate a storm with an ARI of 20 years in the case of non-industrial zoned land and an ARI of 50 years in the case of industrial zoned land, when the land serviced by the system is fully developed;</i></p> <p><i>(b) stormwater runoff will be no greater than pre-existing runoff or any increase can be accommodated within existing or upgraded public stormwater infrastructure.</i></p>	<p>P3</p> <p>***</p>
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The proposal includes rainwater tanks for capturing stormwater runoff from all roofed buildings with overflow to be discharged to onsite soakage trenches. Surface runoff from new unsealed carparking areas is to be captured and treated within a swale drain running the length of the low side of the carpark and access roads as shown on plans C03 - C05. Additional discharge excess flow to be re-directed to a soakage trench or bio-retention and dissipation swale for further treatment if required.

With the above stormwater measures, the proposal will not result in an increase of stormwater runoff than pre-existing conditions with all stormwater being captured and treated on site, consistent with A3.

The proposal does not include a major stormwater drainage system therefore the provisions of A4 do not apply.

#### 4.5 Biodiversity Code

The site contains a Biodiversity Protection Area across the northeast and southeast portion of the site. The proposed works are located wholly outside of this area and no

native vegetation within the biodiversity protection area is proposed to be removed or disturbed as part of this proposal. Therefore, the developments standards under Clause E10.0 are not considered applicable.

#### 4.6 *Waterway and Coastal Protection Code*

The site contains an area covered by the Waterway and Coastal Protection overlay across the eastern portion of the site. The proposed works are located wholly outside of this area therefore, the developments standards under Clause E11.0 are not considered applicable.

#### 5. *Summary*

This proposal seeks to obtain a permit for a firing range, associated club facilities, car parking and minor earthworks at Woodsdale Road, Runnymede (CT 113488/1).

The proposal generates the following discretions:

- 26.3.3 Discretionary Use - as the proposal involves a discretionary use;
- 26.4.3 Design (P1) - due to clearing of native vegetation;
- 26.4.3 Design (P3) - due to the extent of of earthworks required to construct the proposed earth berms;
- E3.7.1 Buildings and Works, other than Minor Extensions - there is no acceptable solution;
- E5.5.1 Existing road accesses and junctions (P2) - the vehicle movements per day will increase by more than 10%;
- E5.6.2 Road accesses and junctions (P2) - as the proposal includes 2 x 2-way accesses;
- E7.7.1 Stormwater Drainage and Disposal (P1) - As stormwater will be collected and treated onsite and not disposed of via gravity to public infrastructure.

These discretions are considered acceptable as discussed in the body of this report.

If Council requires any further information or clarification with respect to this application, please contact Mat Clark on 6231 2555 or at [mclark@jmg.net.au](mailto:mclark@jmg.net.au).

Yours faithfully

JOHNSTONE MCGEE & GANDY PTY LTD



Mat Clark

ASSOCIATE/SENIOR TOWN PLANNER

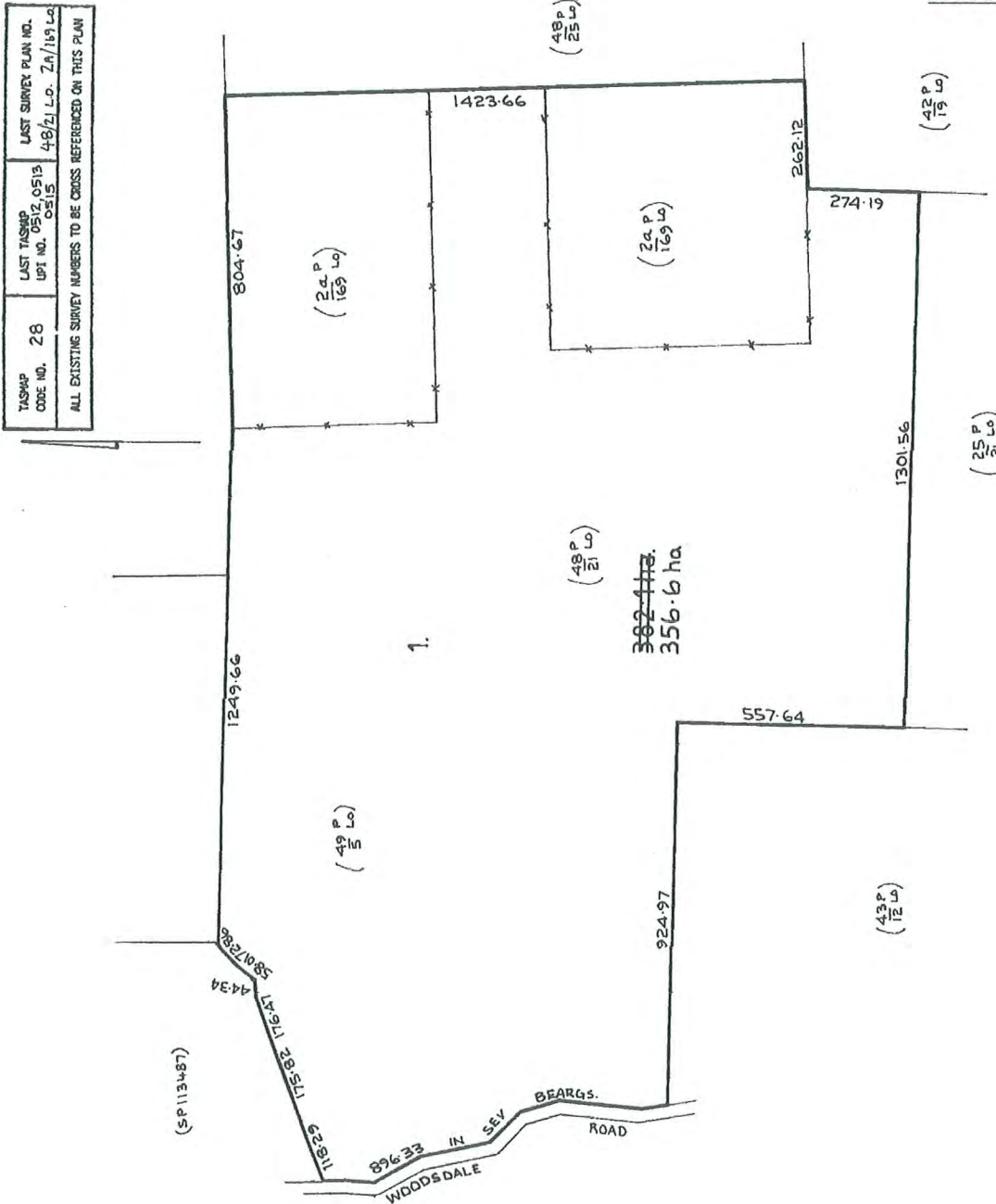
APPENDIX A

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Development Application Form

Owner: B. T. ROWLANDS	PLAN OF TITLE of land situated in the <b>LAND DISTRICT OF PEMBROKE PARISH OF KILMANAHAN</b>	REGISTERED NUMBER <b>P,113488</b>
Title Reference: CT 3168-72	COMPILED FROM <del>CT 3168-72</del> 48/21 L.O. 2A/169 L.O.	Approved Effective from: 9.11.1994
Grantee: PART OF LOT 18780, 744 <sup>A</sup> 0 <sup>R</sup> 13 <sup>P</sup> GTD TO MYLES JOHN DOWNHAM & WHOLE OF LOT G & LOT 7, 100AC, GTD TO CHARLES OCTAVIUS PARSONS EACH	COMPILED BY GRIGGS LEARY & CO. P/L SCALE 1: 10 000 MEASUREMENTS IN METRES	<i>[Signature]</i> Titles

**BALANCE PLAN**





# CERTIFICATE OF TITLE

LAND TITLES ACT 1980



TASMANIA

## TOHRENS TITLE

VOLUME		FOLIO
113488		1
EDITION	DATE OF ISSUE	
14	04-Dec-2014	
Page 1		of 1

I certify that the person described in Schedule 1 is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries specified in Schedule 2 and to any additional entries in the Folio of the Register.

*Alice Kawa*

Recorder of Titles.



### DESCRIPTION OF LAND

Parish of KILMANAHAN, Land District of PEMBROKE  
Lot 1 on Plan 113488  
Derivation : Part of Lots 6 & 7 Gtd. to C.O.Parsons & Part of  
Lot 18780 Gtd. to M.J.Downham  
Prior CT 3168/72

### SCHEDULE 1

M464444 TRANSFER to FGI AUSTRALIA PTY LTD Registered  
04-Dec-2014 at 12.02 PM

### SCHEDULE 2

Reservations and conditions in the Crown Grant if any

SEARCH OF TORRENS TITLE

VOLUME 113488	FOLIO 1
EDITION 14	DATE OF ISSUE 04-Dec-2014

SEARCH DATE : 13-Apr-2018  
 SEARCH TIME : 01.04 PM

DESCRIPTION OF LAND

Parish of KILMANAHAN, Land District of PEMBROKE  
 Lot 1 on Plan 113488  
 Derivation : Part of Lots 6 & 7 Gtd. to C.O.Parsons & Part of  
 Lot 18780 Gtd. to M.J.Downham  
 Prior CT 3168/72

SCHEDULE 1

M464444 TRANSFER to FGI AUSTRALIA PTY LTD Registered  
 04-Dec-2014 at 12.02 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 C312150 PRIVATE TIMBER RESERVE pursuant to Section 15(1) of  
 the Forest Practices Act 1985 affecting part of the  
 said land within described Registered 16-Jul-2004  
 at noon

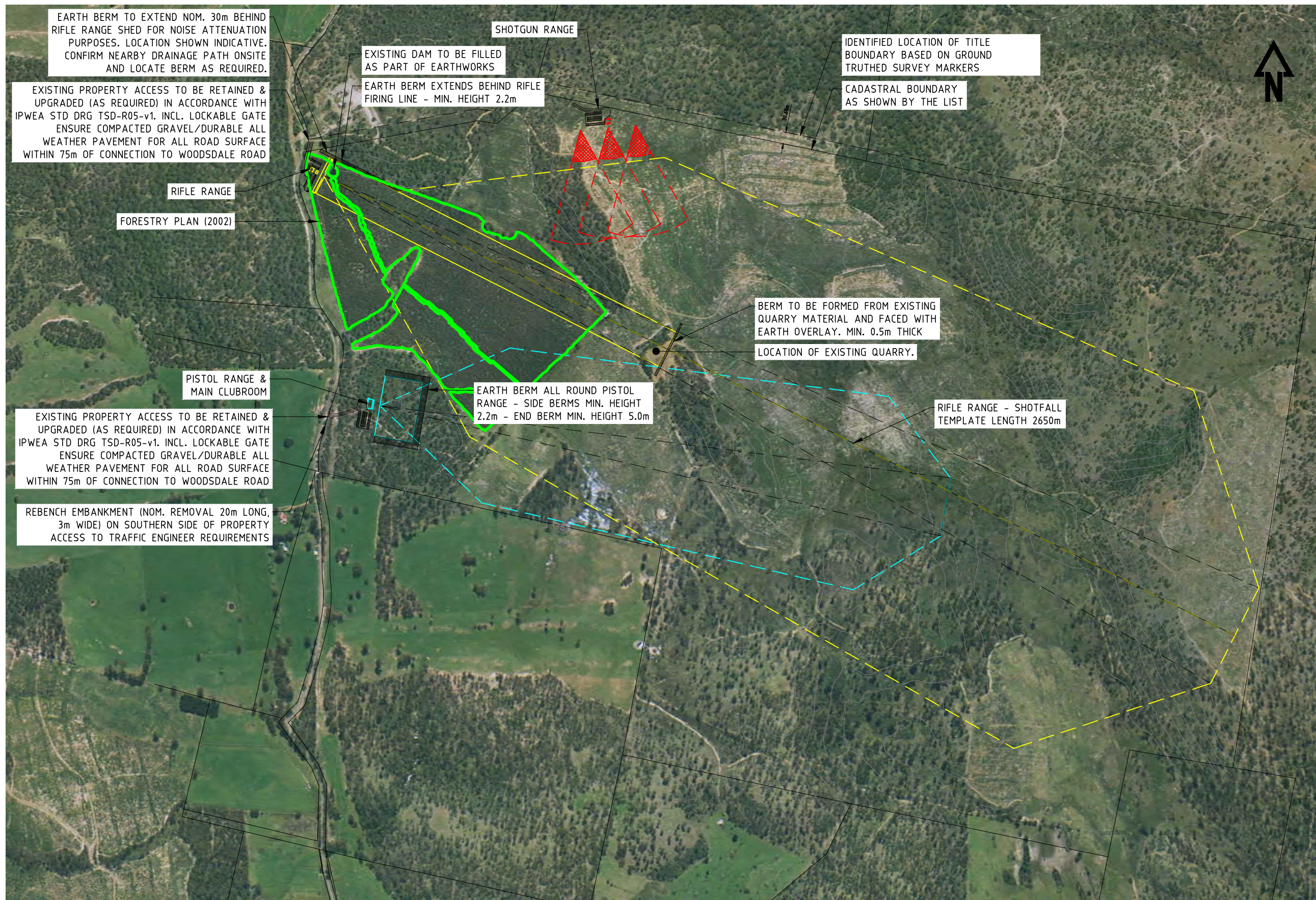
UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

## APPENDIX C

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### Proposed site plans



NOTE: CONTOUR INTERVAL 5m

PRELIMINARY PRINT

P1	24.07.2018	ISSUED FOR CLIENT REVIEW
REV	DATE	REMARK



**Johnstone McGee & Gandy Pty. Ltd.**  
ACN 009 547 139 ABN 76 473 834 852  
117 Harrington Street, Hobart, Tas (03) 6231 2555  
49-51 Elizabeth Street, Launceston, Tas (03) 6334 5548  
www.jmg.net.au infohbt@jmg.net.au infohln@jmg.net.au

PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**  
TITLE  
**SITE LAYOUT - SHEET 1**

Accepted Discipline Head (Discipline Head)	Date
Accepted Team Leader (Team Leader)	Date
Approved Group Manager (Group Manager)	Date

This document must be signed "Approved" by JMG to authorise it for use. JMG accept no liability whatsoever for unauthorised or unlicensed use.

SCALES @ A3	DESIGNED BY	DRAWN BY
1:10,000	AIH	AIH
	PLOT DATE	26/07/2018

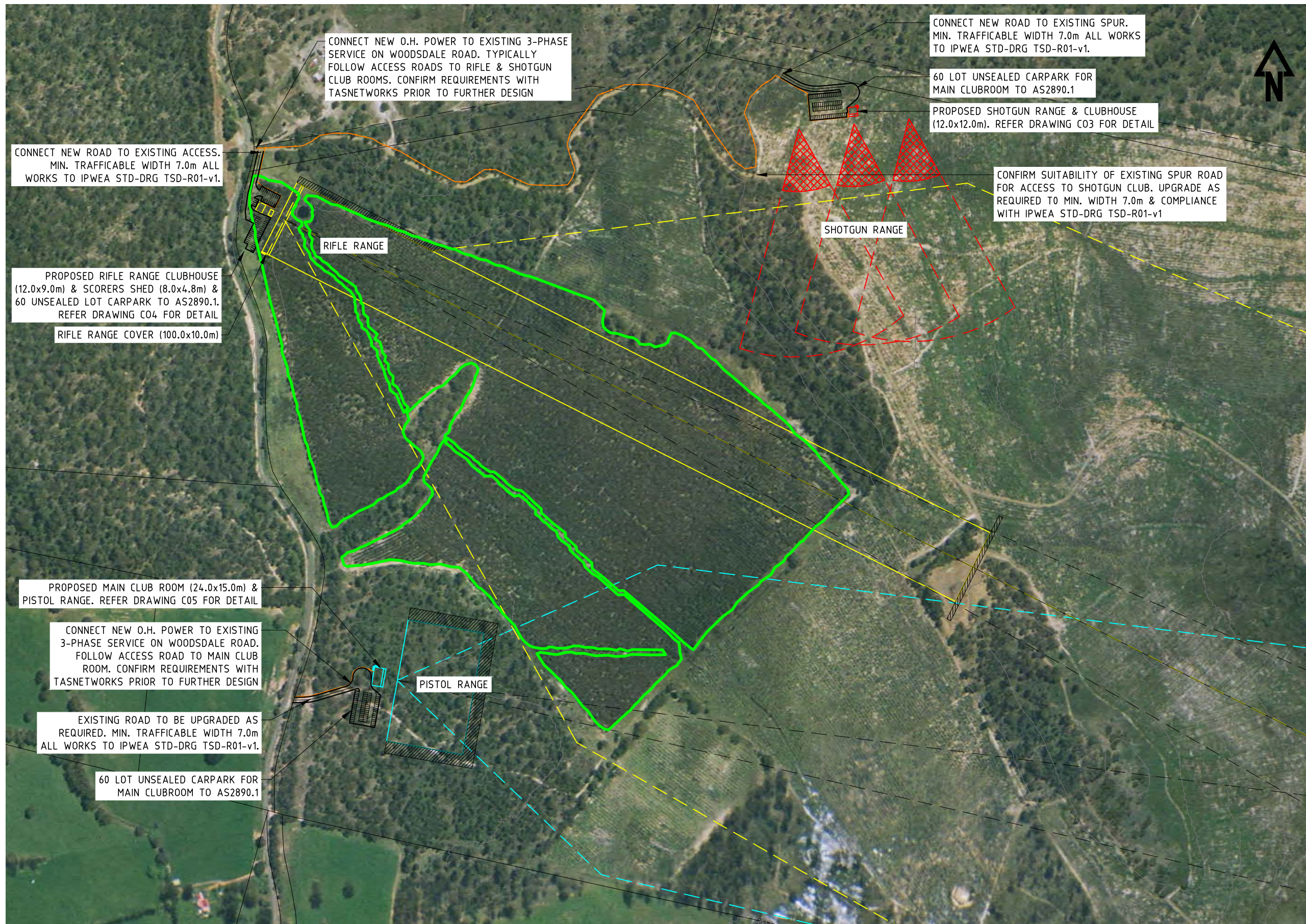
DO NOT SCALE. Use only figured dimensions. Locations of structure, fittings, services etc on this drawing are indicative only. CONTRACTOR to check Architects & other project drawings for co-ordination between structure, fabric, fixtures, fittings, services etc. CONTRACTOR to site check all dimensions and exact locations of all items. JMG accepts no responsibility for dimensional information scaled or digitally derived from this document.

PLOT DETAILS CIVL3DBASE.DWG

PROJECT NO. **J183049PH**

DWG NO.	REVISION
<b>C01</b>	<b>P1</b>

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P1	24.07.2018	ISSUED FOR CLIENT REVIEW
REV	DATE	REMARK



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49-51 Elizabeth Street, Launceston, Tas (03) 6334 5548  
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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**  
TITLE  
**SITE LAYOUT - SHEET 2**

Accepted Discipline Head (Discipline Head)	Date
Accepted Team Leader (Team Leader)	Date
Approved Group Manager (Group Manager)	Date

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PROJECT NO. **J183049PH**

DWG NO.	REVISION
<b>C02</b>	<b>P1</b>

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PROJECT  
**WOODSDALE ROAD  
SHOTGUN RANGE  
RUNNYMEDE**  
TITLE  
**SHOTGUN RANGE &  
CLUBHOUSE**

Accepted Discipline Head (Discipline Head)	Date
Accepted Team Leader (Team Leader)	Date
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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**

TITLE  
**RIFLE RANGE COVER, OFFICE  
AND CLUBHOUSE**

Accepted Discipline Head (Discipline Head)	Date
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Approved Group Manager (Group Manager)	Date

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PROJECT  
**WOODSDALE ROAD  
 RIFLE RANGE  
 RUNNYMEDE**  
 TITLE  
**PISTOL CLUB RANGE AND  
 MAIN CLUBROOM**

Accepted Discipline Head (Discipline Head)	Date
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Approved Group Manager (Group Manager)	Date

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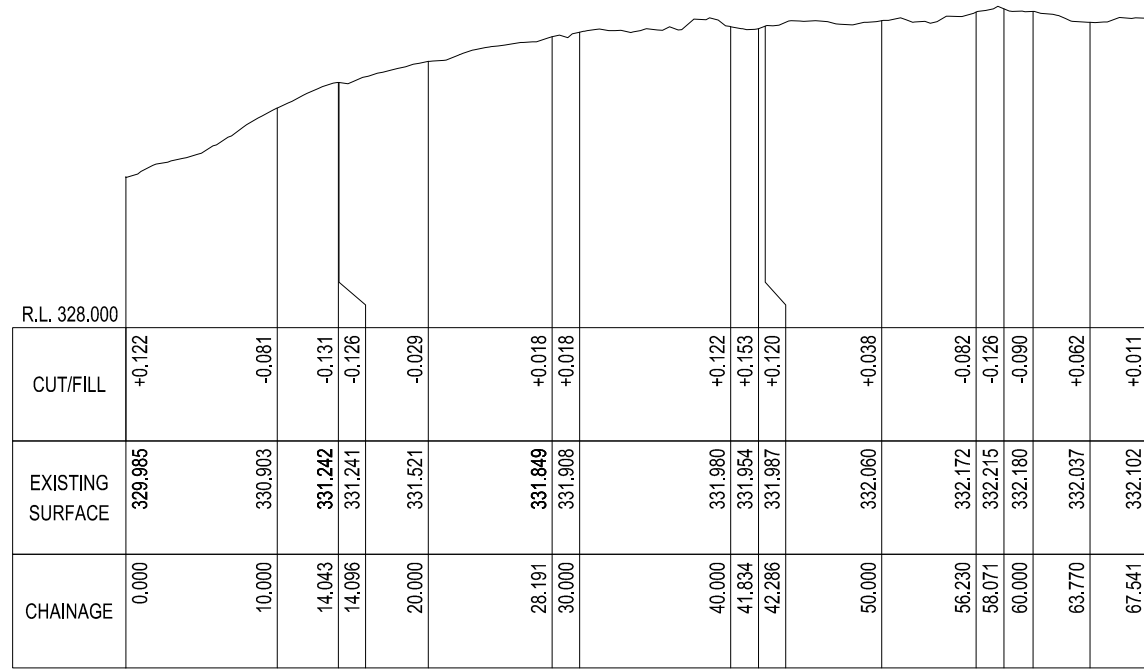
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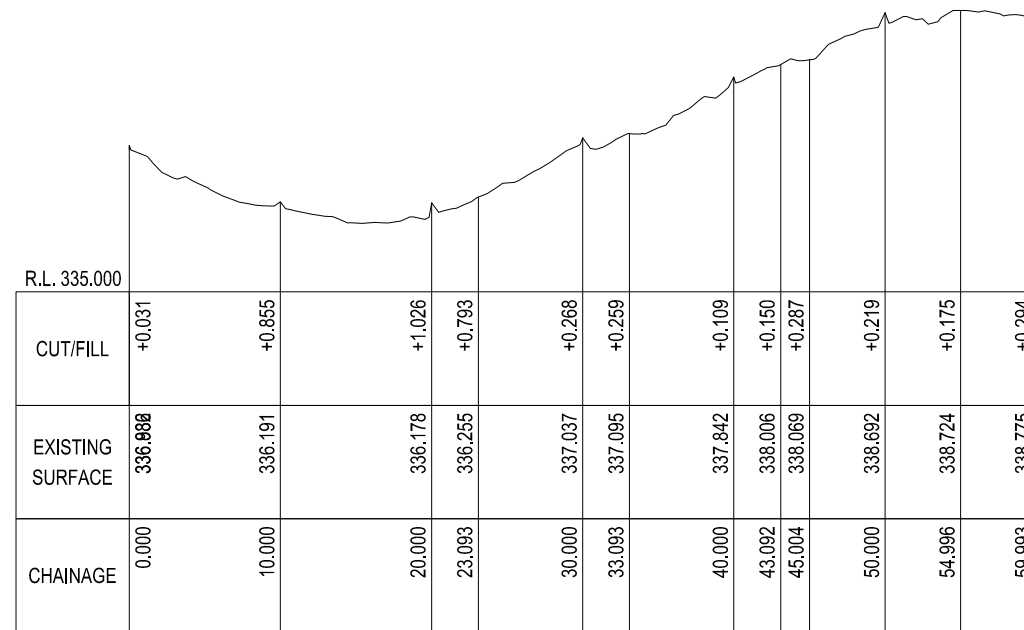
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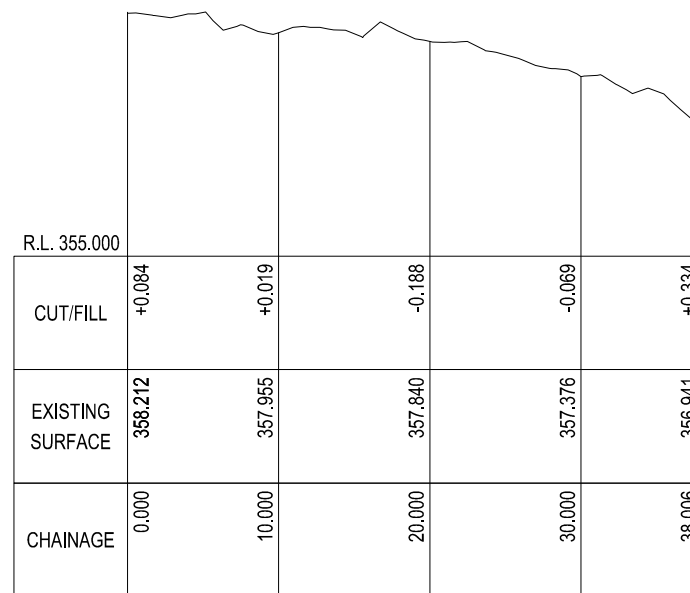




Profile ALN-PISTOL ACCESS From 0.000 To 67.541  
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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**

TITLE  
**EXISTING SURFACE PROFILES  
PISTOL, RIFLE AND SHOTGUN  
RANGE ACCESS ROAD**

Accepted Discipline Head (Discipline Head)	Date
Accepted Team Leader (Team Leader)	Date
Approved Group Manager (Group Manager)	Date

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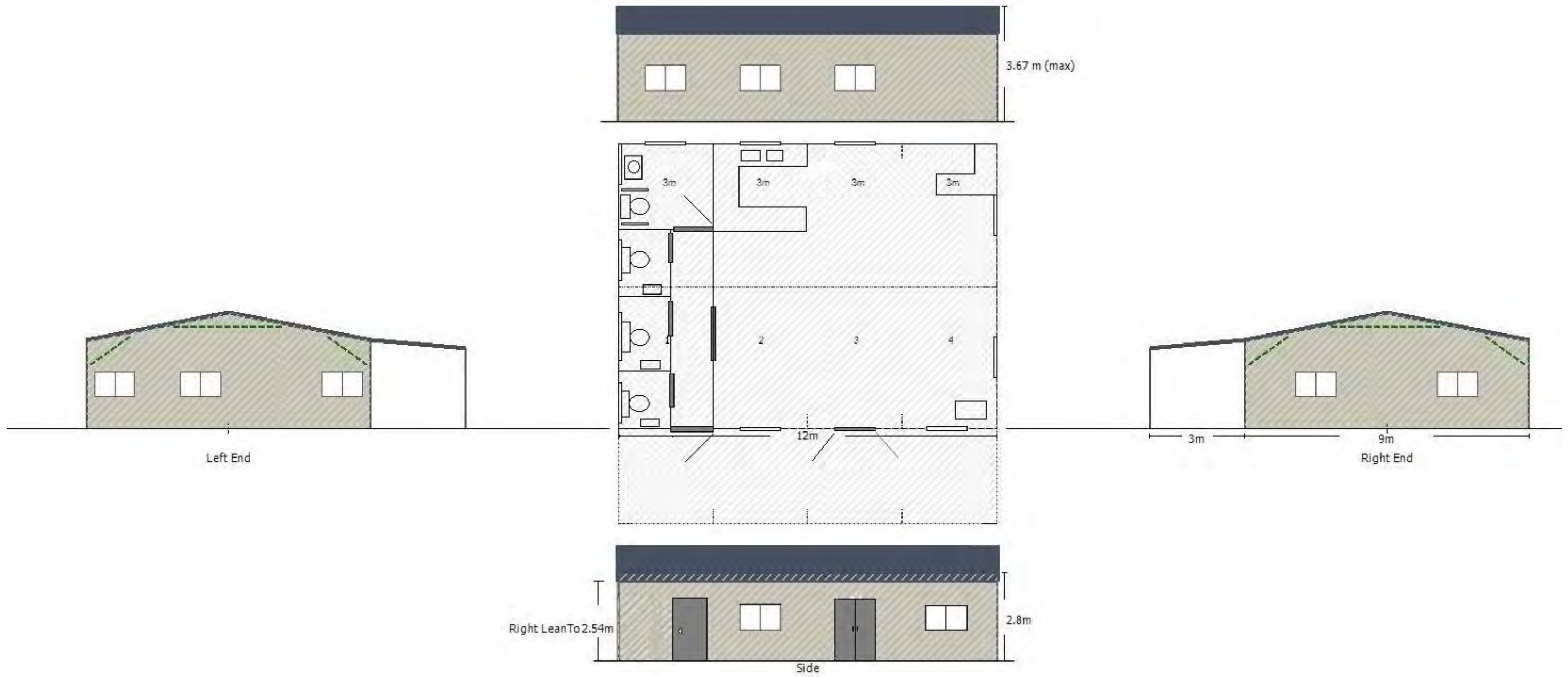
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APPENDIX D

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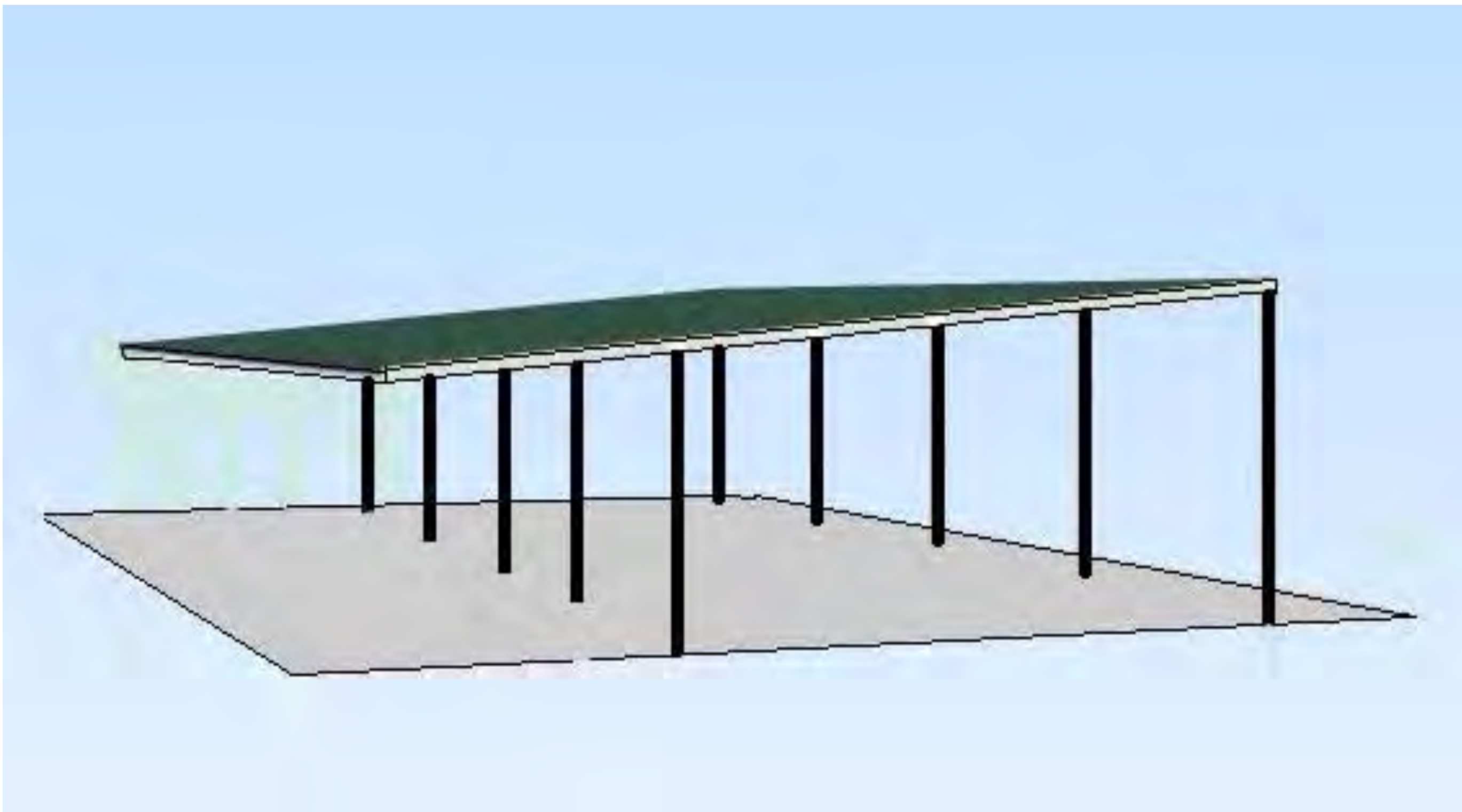
Building Elevation Plans



**SSAA (Tas) STATE RANGE (Riddell Range)**

**Centrefire Rifle and Shotgun Discipline Clubrooms**

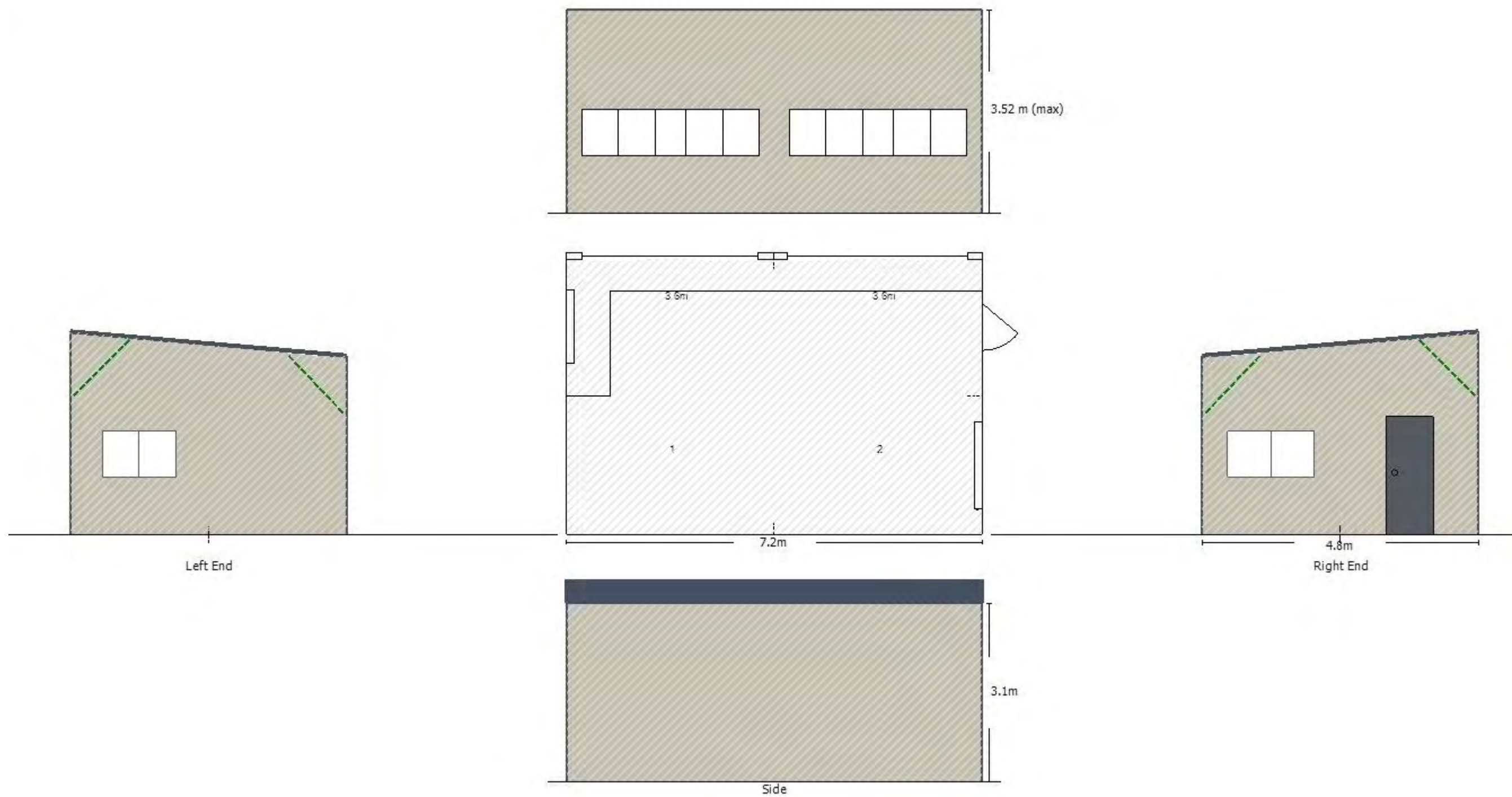
**Dimensions 12 m X 12 m - Height Front 2.6 m - Rear 2.9 m – Apex 3.67 m - Span 9 m**



**SSAA (Tas) STATE RANGE (Riddell Range)**

**Centre Fire Rifle Firing Line - Cantilever Platform Cover**

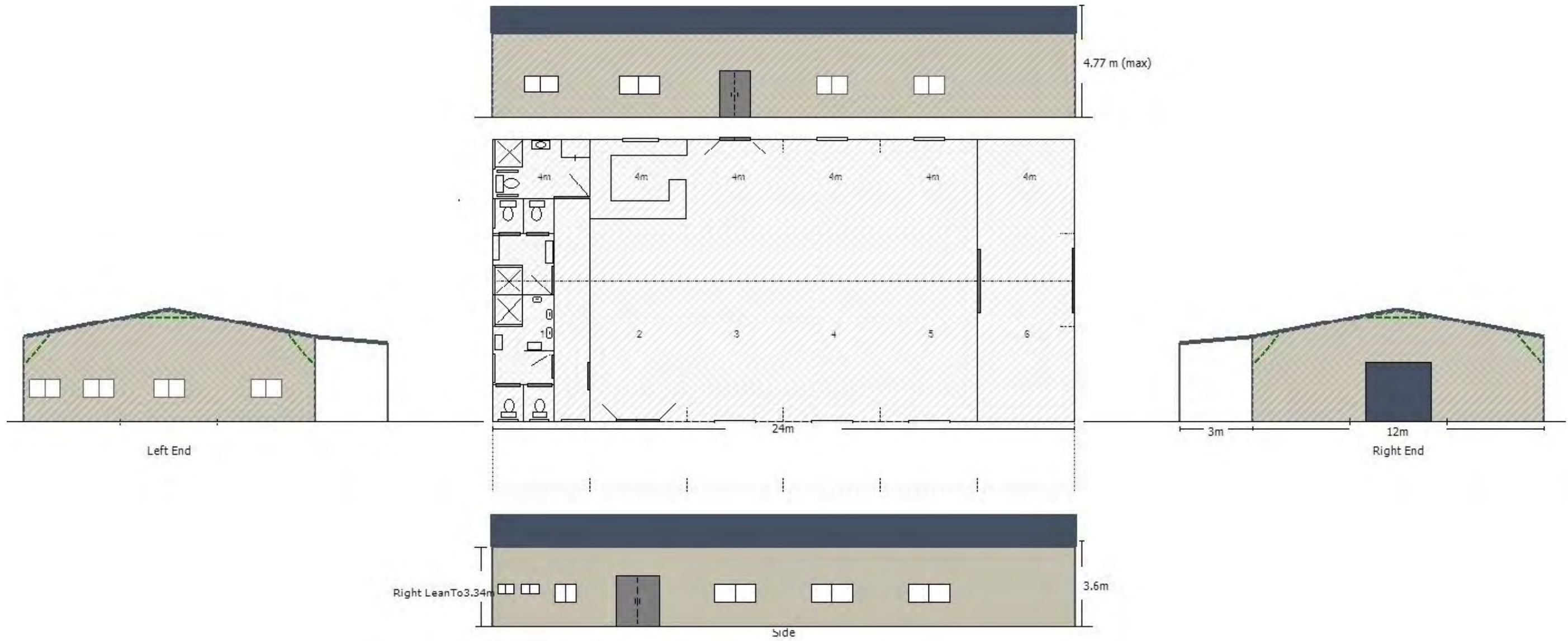
**Dimensions 100 m X 10 m - Height Front 3.1 m - Rear 3.6 m - Span 7.0 m**



**SSAA (Tas) STATE RANGE (Riddell Range)**

**Centre Fire Rifle Firing Line – Scorers Office**

**Dimensions 7.2 m X 4.8 m - Height Front 3.5 m - Rear 3.1 m - Span 4.8 m**



**SSAA (Tas) STATE RANGE (Riddell Range)**

**Main Multi-Discipline Clubrooms**

**Dimensions 24 m X 15 m - Height Front 3.3 m - Rear 3.6 m – Apex 4.77 m - Span 12 m**

## APPENDIX E

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# Traffic Impact Assessment



# **TRAFFIC IMPACT ASSESSMENT**

**PROPOSED  
FIRING RANGE FACILITY  
DEVELOPMENT**

**WOODSDALE ROAD  
RUNNYMEDE**

**JULY 2018**



# TRAFFIC IMPACT ASSESSMENT

## PROPOSED STATE FIRING RANGE FACILITY DEVELOPMENT

### WOODSDALE ROAD RUNNYMEDE

JULY 2018

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## ATTACHMENTS

Attachment A: Drawings of proposed development site layout

**REFERENCES:**

- Australian Standard AS 1742.2-2009 – Manual of uniform traffic control devices Part 2: Traffic control devices for general use
- AUSTRROADS – Guide to Road Safety Part 6: Road Safety Audit
- AUSTRROADS – Guide to Road Design Part 4: Intersections and Crossings General (2017)
- AUSTRROADS – Guide to Road Design Part 4A: Unsignalised and Signalised Intersections (2017)
- AUSTRROADS – Guide to Traffic Management Part 6: Intersections, Interchanges and Crossings
- Australian Standard AS 2890 – Parking Facilities, Part 1 – Off-street car parking
- Southern Midlands Interim Planning Scheme 2015

## 1. INTRODUCTION

The Sporting Shooters Association of Australia (Tasmania) Inc are proposing to establish a state firing range facility on a site off Woodsdale Road near Runnymede.

This Traffic Impact Assessment (TIA) report has been prepared in support of the proposed development and to assist the Southern Midlands Council in assessing the development application.

The report describes the current road and traffic conditions in the area of the development site. An assessment is made of the traffic that the development will generate and the effect of this traffic on the Woodsdale Road.

Advice is also provided on the internal traffic circulation, parking provision and layout as well as access arrangements for the development site including available sight distances along Woodsdale Road.

The report is based on the Department of State Growth Traffic Impact Assessment Guidelines.

The techniques used in the investigation and assessment incorporate best practice road safety and traffic management principles.

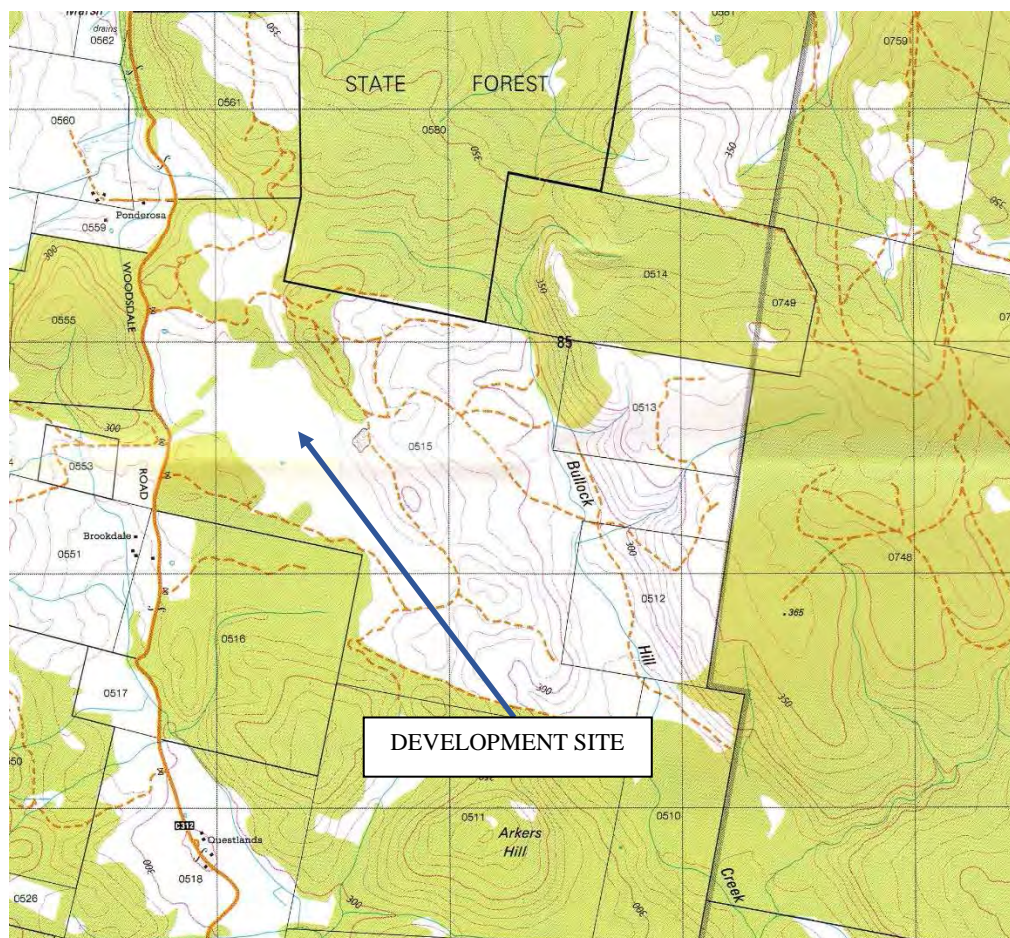
## 2. SITE DESCRIPTION

The development site is located on the Woodsdale Road, around 7.5km north of the junction with the Tasman Highway at Runnymede.

The location of the development site is in a bushland and rural farming area.

The property has two gravel access driveways off the eastern side of the Woodsdale Road, some 750m apart, which will be retained and upgraded for use by the proposed development.

The location of the proposed development site and the driveways to the ranges are highlighted on the extract from the area map for this area, seen as Figure 2.1.



**Figure 2.1: Extract of area map showing location of proposed development site**

### 3. DEVELOPMENT PROPOSAL

As indicated earlier, Sporting Shooters Association of Australia (Tasmania) Inc [SSAA (TAS) Inc] are proposing to develop the site for use as a firing range facility.

There will be three firing ranges established across the site, a rifle range, a shotgun range and a pistol range, managed by SSAA (TAS) Inc.

Access to the ranges will be via two driveways, the southern driveway leading to the pistol range; the northern driveway to the rifle and shotgun ranges. The driveways will be upgraded, and extensions will be constructed, as required, to a width of 7m wide to provide access to each range.

As well as the establishment of the firing ranges and driveways, the development will include new club houses and a car parking area for at least 60 cars at each range.

The predominant hours of use of the ranges will be between 9:00am to 5:00pm - 7 days a week.

Drawings detailing the proposed development are included as Attachment A to this report.

## 4. EXISTING ROAD AND TRAFFIC ENVIRONMENT

### 4.1 Road Characteristics

The Woodsdale Road is maintained by the Southern Midlands Council.

The road has a generally winding horizontal and vertical alignment along its length northwards from the Tasman Highway past the development site.

In the area of the development site Woodsdale Road is sealed to a width of around 5.3m with around a half metre wide gravel shoulder along each side.

The southern driveway is located on the eastern side of the Woodsdale Road at a point where the southern road approach has an upgrade on a slight horizontal curve to the right up to the driveway and a relatively straight and flat section beyond the driveway.

The northern driveway is also located on the eastern side of the Woodsdale Road, on the outside of a horizontal curve with reverse horizontal curves to both the north and south of the driveway. In this area the road follows a downgrade to the north.

There are guideposts along both sides of the road in this area but no other traffic control measures.

The rural speed limit of 100km/h applies to Woodsdale Road.

Photographs 4.1 to 4.4 provide views of the Woodsdale Road approaches to the two driveways.

The two driveways off Woodsdale Road which will provide access to the ranges are currently formed as gravel tracks. The gated entry to the two driveways are seen in Photographs 4.5 and 4.6.



**Photograph 4.1: View to north along Woodsdale Road towards southern development site access driveway ahead on right (at parked car)**



**Photograph 4.2: View to south along Woodsdale Road towards southern development site access driveway ahead on left (at parked car)**





**Photograph 4.3: View to north along Woodsdale Road towards northern development site access driveway ahead on right (at parked car)**



**Photograph 4.4: View to south along Woodsdale Road towards northern development site access driveway ahead on left (at parked car)**



**Photograph 4.5: View of southern development site driveway from Woodsdale Road**



**Photograph 4.6: View of northern development site driveway (on right) from Woodsdale Road**

## 4.2 Traffic Activity

With most of the traffic to and from the development site expected to pass through the Woodsdale Road/Tasman Highway junction, an enquiry was made to the Department of State Growth about available traffic data for the Tasman Highway.

The most recent traffic survey data for the Tasman Highway was recorded in May 2017 at a point 2.25km north of Fingerpost Road. The length of the Tasman Highway between Fingerpost Road and Woodsdale Road is a uniform traffic segment.

The data for the survey site show the following:

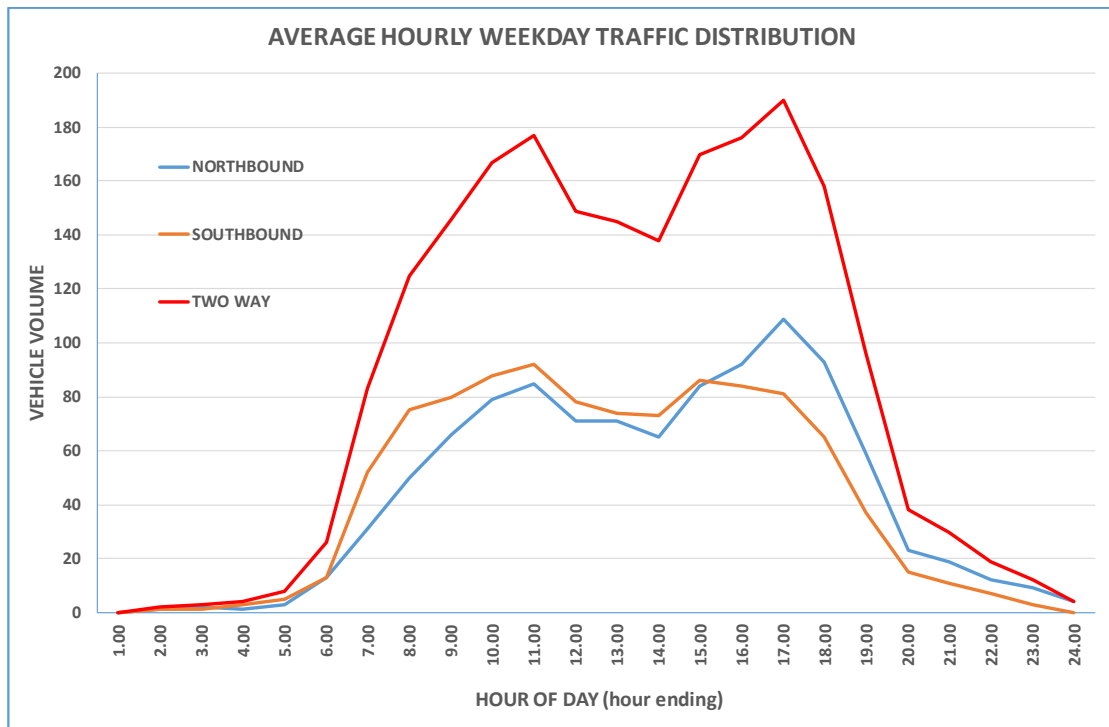
Average Weekday Traffic (May 2017):	- 2,066 vehicles/day
Morning Weekday Peak Hour Traffic (10-11am):	- 85 vehicles to north - 92 vehicles to south
Afternoon Weekday Peak Hour Traffic at 4-5pm:	- 109 vehicles to north - 81 vehicles to south

The average hourly traffic distribution for each direction of travel as well as the two-way traffic on weekdays is shown graphically in Figure 4.1.

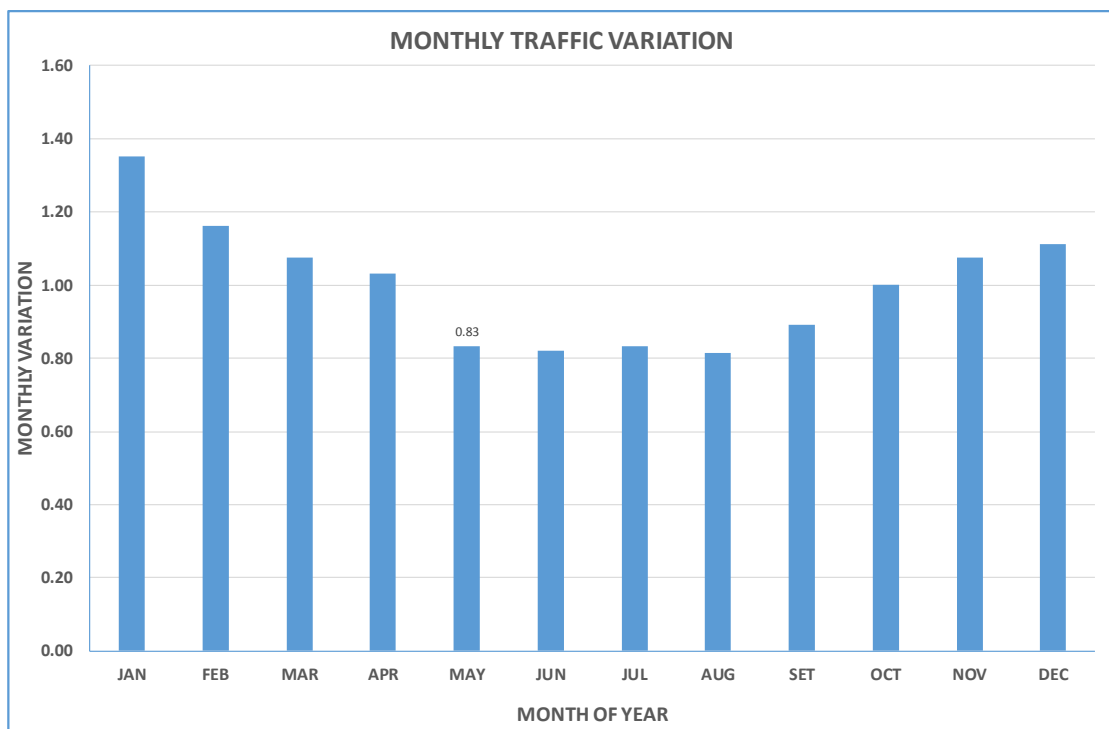
The Saturday traffic volume was 89% that of the average weekday and the Sunday traffic volume was around the same as the average weekday traffic volume.

The seasonal traffic variation over the year at the survey site is consistent with Seasonal Group P59 for which the monthly variation is as shown in Figure 4.2.

The traffic growth at the survey site on the Tasman Highway has been 3.3% p.a. over the last couple of decades. Around 6.6% of the traffic is commercial vehicles.



**Figure 4.1: Average Hourly Weekday Traffic Distribution on Tasman Highway north of Fingerpost Road**



**Figure 4.2: Seasonal Traffic Variation on Tasman Highway**

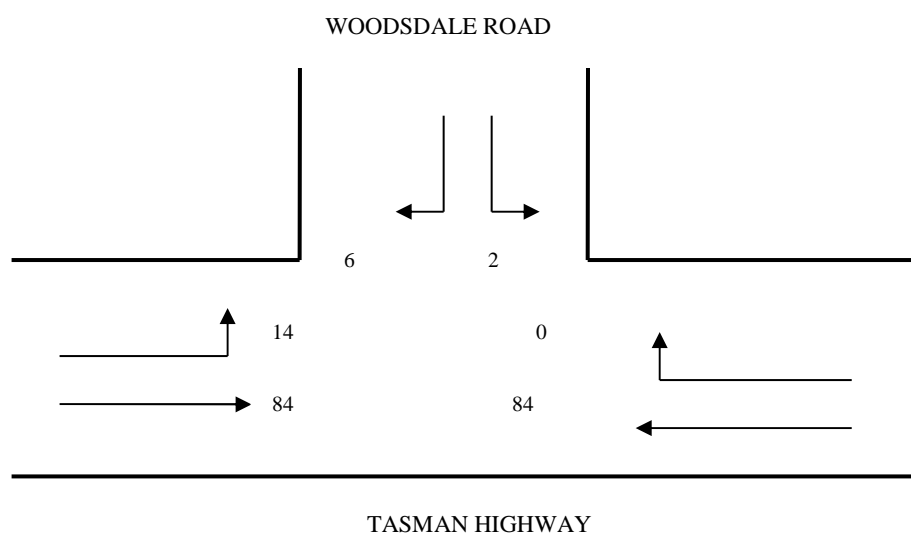
In order to have some knowledge of the traffic volume on Woodsdale Road, a turning traffic volume survey was undertaken at the Tasman Highway/Woodsdale Road junction during the 10:30am to 11:00am period on Friday 20 July 2018. The survey data has been presented in Figure 4.3.

The highway traffic volume in Figure 4.3 is consistent with the DSG survey data for this time of day.

The turning traffic volume survey recorded the equivalent of 22 vehicles/hour using Woodsdale Road at the highway junction.

During investigations at the development site, there were 13-17 vehicles/hour passing the development site during the 11:00am to 1:00pm period.

These data indicate the traffic volume past the development site would be around 150-200 vehicles/day.



**Figure 4.3: Turning Traffic at Woodsdale Road/Tasman Highway  
10:30am to 11:00am X 2**

### 4.3 Crash Record

All crashes that result in personal injury are required to be reported to Tasmania Police. Tasmania Police record all crashes that they attend. Any crashes that result in property damage only which are reported to Tasmania Police are also recorded even though they may not visit the site.

Details of reported crashes are collated and recorded on a computerised database that is maintained by the Department of State Growth.

Information was requested from the Department of State Growth about any reported crashes along Woodsdale Road between the Tasman Highway and Buckland Road, a distance of around 22km.

There have been 14 crashes reported along this section of Woodsdale Road over the past five and a half years since January 2013.

Nine of these crashes have been single vehicle loss of control crashes and all but one resulted in injury.

There have been three crashes within the first kilometre to the north of the Tasman Highway and the next crash site was around 2.7km to the north of the northern driveway to the development site with all other crashes occurring further to the north.

The crash record is not a concern with respect to the proposed development. However, there are a number of sharp bends (45km/h or less) along Woodsdale Road that do not have any curve warning signs or warning signs without advisory speed plates.

With the travel speed along Woodsdale Road being around 70- 80km/h on straighter sections of the road and with the number of loss of control crashes, five during hours of darkness, it is recommended the council review the need for additional advisory signing along the road.

## 5. TRAFFIC GENERATION BY THE DEVELOPMENT

In order to have clear indication of the traffic that the proposed development will generate, information has been sought from the project proponents about the proposed use of the site.

Advice has been received that the ranges be available for use during daylight hours (9am to 5:00pm) and for National and State Competitions, which will occur three times a year, to take advantage of the available light in Tasmania on a seasonal basis.

During normal operations, the predominant use would occur between 9am to 5pm and normally there will be a maximum of 40 car movements per day, 7 days a week.

Three national title weekend competitions will be held at the site each year which will attract a maximum of 100 people. With car sharing, there will be approximately 60 cars (car occupancy of 1.7) entering the site in the morning and leaving in the afternoon on each of these three occasions.

Vehicle arrivals in the morning would spread over about 90 minutes and vehicle departures in the afternoon spread over about 120 minutes with competitors arriving from and leaving for various destinations. These time periods would not alter substantially for the three major completions.

With the vehicle arrivals and departures spread over these periods of time, the maximum traffic generation rate on the busiest few days the year will be around 30-40 vehicles/hour.

## 6. TRAFFIC ASSESSMENT AND IMPACT

The main issues to be considered with respect to the proposed development are the safety of motorists on Woodsdale Road turning to and from the development site when visiting the firing range facility as well as the access, circulation and parking provisions within the site.

### 6.1 Operational Impact of Traffic Activity to and from Proposed Development

Based on the discussion in Section 5 of this report, the proposed development will generate up to 60 vehicles to the site in the morning and from the site in the afternoon, mostly much less than this over the year. The traffic generation rate will be around 30-40 vehicles/hour on the three national title weekends and much less than this at all other times of the year.

The addition of this hourly traffic flow along Woodsdale Road will not create any operational traffic issues.

The conflicting traffic volume at the junction of the firing range facility driveways with the Woodsdale Road will be no more than 60 vehicles/hour.

Traffic volumes up to 1,500 vehicles/hour can generally be accommodated between conflicting traffic streams at intersections before traffic problems can begin to arise. The traffic conflict in this case will be less than 5% of this maximum volume. The traffic will therefore operate at a Level of Service A with low degree of saturation and there will be minimal queueing or traffic delay.

No operational or capacity issues will arise on the Woodsdale Road as a result of this development.

This also applies to the Tasman Highway/Woodsdale Road junction where the conflicting traffic volume will be no more than 500 vehicles/hour during the afternoon peak hour on a national title weekend in the busiest month of the year in 10 years' time.

### 6.2 Woodsdale Road/Access Driveway Junction Layout

Having regard to the vehicle volume that the firing range facility development will generate during peak hours, there is not a need for any special junction treatment required on Woodsdale Road at access driveways or along the driveways into the site.

The driveways will have a width of 7.0m from the edge of the sealed surface into the development site. This width is quite sufficient for the expected traffic activity and will allow passing of opposing vehicles entering and exiting the driveway.



While normally the initial section of any driveway meeting a sealed road should also be sealed, it is recommended the initial 15m of the driveways in this case be constructed of gravel materials which will not be readily picked up by car wheels and carried onto the Woodsdale Road sealed pavement.

### 6.3 Sight Distances along Woodsdale Road at Site Driveway Junctions

Investigations were undertaken on Woodsdale Road at the junction of the driveways to the development site to determine the adequacy of available sight distances along Woodsdale Road.

#### Southern driveway

Measurement of the sight lines along Woodsdale Road to the north and south of the southern driveway from a point 3m back from the edge of seal has found that the available sight distances are around 172m to the north and around 109m to the south for vehicles waiting to enter the Woodsdale Road. The sight distances to and from a vehicle waiting to turn right into the driveway are around 154m to the north and 123m to the south.

The available sight lines are seen in Photographs 6.1 to 6.4.

A survey of the speed of vehicles on the Woodsdale Road approaching the southern driveway from each direction was undertaken over a one-hour period. Due to the low traffic volume on Woodsdale road, a small sample of vehicle speeds (13 vehicles) was recorded. The sample is considered sufficient to give a reasonable indication of approach vehicle speeds.

This survey found that the 85<sup>th</sup> percentile vehicle speed is 78km/h for northbound traffic and 83km/h for southbound traffic.

The required sight distances for these 85<sup>th</sup> percentile speeds are:

- around 192m to the north and 175m to the south based on Austroads Guide to Road Design Part 4A;
- around 180m to the north and 162m to the south based on the Southern Midlands Interim Planning Scheme for public road junctions (Code E5 of the planning scheme); and
- around 115m to the north and 107m to the south based on the desirable minimum sight distance as detailed in Figure 3.2 of AS 2890.1 for private vehicular accesses (Clause E6.7.12 of Code E6 of the planning scheme).

For this development with private vehicular accesses, the sight distances in AS 2890.1 would be applicable; these Australian Standard sight distances are regularly applied nowadays to private accesses in any sight distance assessment. However, it is recommended the available sight distances should be slightly longer than that given in AS 2890.1, with the character and road environment under consideration.

Having regard to the above discussion and analysis, the sight distances to the north are quite sufficient for the speed environment.

While the sight distances to the south are equal to that required by AS 2890.1, it is considered there should be a greater margin of safety. Therefore, it is recommended that sight benching be undertaken on the embankment to the south of the driveway (seen in Photograph 4.1) to increase the sight distance to the south by at least 20m for a motorist exiting the driveway.

It is also recommended that a 'Concealed Entrance' sign be installed on Woodsdale Road at a point 120m to the south of the driveway to face traffic approaching from the south.

#### Northern driveway

Measurement of the sight lines along Woodsdale Road to the north and south of the northern driveway from a point 3m back from the edge of seal has found that the available sight distances are around 142m to the north and around 125m to the south for vehicles waiting to enter the Woodsdale Road. The sight distances to and from a vehicle waiting to turn right into the driveway are around 150m to the north and 130m to the south.

The available sight lines are seen in Photographs 6.5 to 6.8.

A further survey of the speed of vehicles on the Woodsdale Road approaching the northern driveway from each direction was undertaken over a three-quarter hour period. Again, due to the low traffic volume on Woodsdale road, a small sample of vehicle speeds (13 vehicles) was recorded. This sample is considered sufficient to give a reasonable indication of approach vehicle speeds.

This survey found that the 85<sup>th</sup> percentile vehicle speed is 66km/h for northbound traffic and also 66km/h for southbound traffic.

The required sight distances for these 85<sup>th</sup> percentile speeds are:

- around 140m to the north and south based on Austroads Guide to Road Design Part 4A;
- around 128m to the north and south based on the Southern Midlands Interim Planning Scheme for public road junctions (Code E5 of the planning scheme); and
- around 91m to the north and south based on the desirable minimum sight distance as detailed in Figure 3.2 of AS 2890.1 for private vehicular accesses (Clause E6.7.12 of Code E6 of the planning scheme)

In this case, the available sight distances in both directions are 35-60m longer than required by AS 2890.1 and around equal to that required by the planning scheme for public road intersections.

Therefore, the sight distances along Woodsdale Road at the northern driveway are more than sufficient.



**Photograph 6.1: View to north along Woodsdale Road from the southern driveway**



**Photograph 6.2: View to south along Woodsdale Road from the southern driveway**



**Photograph 6.3: View to north along Woodsdale Road from vehicle turning right into the southern driveway**



**Photograph 6.4: View to south along Woodsdale Road from rear of vehicle turning right into the southern driveway**



**Photograph 6.5: View to north along Woodsdale Road from the northern driveway**



**Photograph 6.6: View to south along Woodsdale Road from the northern driveway**



**Photograph 6.7: View to north along Woodsdale Road from vehicle turning right into the northern driveway**



**Photograph 6.8: View to south along Woodsdale Road from rear of vehicle turning right into the northern driveway**

#### **6.4 Internal Traffic Access, Circulation and Parking Provisions**

The site layout drawings show the proposed driveway arrangements and car parking areas as well as details about the onsite development.

The driveways from Woodsdale Road to each of the ranges will be constructed as 7.0m wide gravel roads, including shoulders. At each firing range there will be clubhouse buildings as well as a car parking area.

These driveway widths are quite sufficient to accommodate the expected level of traffic activity.

##### Required car parking

While each firing range will have clubhouse buildings, it would not be reasonable or realistic to consider the required car parking supply based on the floor area.

In this case the car parking supply has been based on the maximum number of people present on the three busiest days of the year, allowing for some car sharing.

Based on the discussion in Section 5 of this report, each range will have a car parking area sufficient to accommodate at least 60 vehicles. The car parking areas will have a gravel surface.

This car parking supply and construction standard is quite adequate for this development.

Details on the site drawing indicate the car park layout is based on 5.4m long and 2.5m wide bays with 5.8m wide aisles. These dimension are consistent with AS 2890.1 requirements for longer term parking.

## 7. SUMMARY AND RECOMMENDATIONS

A firing range facility is proposed for the site off Woodsdale Road near Runnymede and some 7.5km north of the Tasman Highway.

The Woodsdale Road in this area functions as a local access road. The road is sealed to a width of around 5.3m with around a half metre wide gravel shoulder along each side.

It has been estimated from traffic surveys that the traffic volume along Woodsdale Road is around 150-200 vehicles/day.

The crash database shows that over the past five and a half years since January 2013 there have been 14 reported crashes along a distance of some 22km along Woodsdale Road to the north of the Tasman Highway.

Nine of these crashes have been single vehicle loss of control crashes and all but one resulted in injury.

The crash record is not a concern with respect to the proposed development as the crashes occurred mostly to the north of the development site.

Because of the nature of the crashes and there being a number of sharp bends along Woodsdale Road that do not have any curve warning signs or signs without advisory speed plates, it is recommended the council review the need for additional advisory signing along the road.

Normally, the development site will generate a maximum of 40 car/day, 7 days a week. On the three national title weekends, a maximum of 100 people will be attracted to the site.

On these days with the vehicle arrivals and departures spread over 90-120 minutes, the traffic generation rate will be around 30-40 vehicles/hour.

The addition of this hourly traffic flow along Woodsdale Road will not create any operational traffic issues. The conflicting traffic volume at the junction of the firing range facility driveways with the Woodsdale Road will be no more than 60 vehicles/hour.

Traffic volumes up to 1,500 vehicles/hour can generally be accommodated between conflicting traffic streams at intersections or junctions before traffic problems can begin to arise.

There will also not be any traffic issues at the Tasman Highway/Woodsdale Road junction.

Investigations into the adequacy of available sight distances along Woodsdale Road have found at the southern driveway, the sight distances to the north are quite sufficient for the speed environment. The sight distances to the south are equal to that required by AS 2890.1, but it is considered there should be greater margin of safety.



It is therefore recommended that sight benching be undertaken on the embankment to the south of the driveway to increase the sight distance to the south for a motorist exiting the driveway by at least 20m.

It is also recommended that a 'Concealed Entrance' sign be installed on Woodsdale Road at a point 120m to the south of the driveway to face traffic approaching from the south.

At the northern driveway, the available sight distances in both directions are 40-50m longer than required by AS 2890.1 around equal to that required by the planning scheme for public road intersections.

Therefore, the sight distances along Woodsdale Road at the northern driveway are more than sufficient.

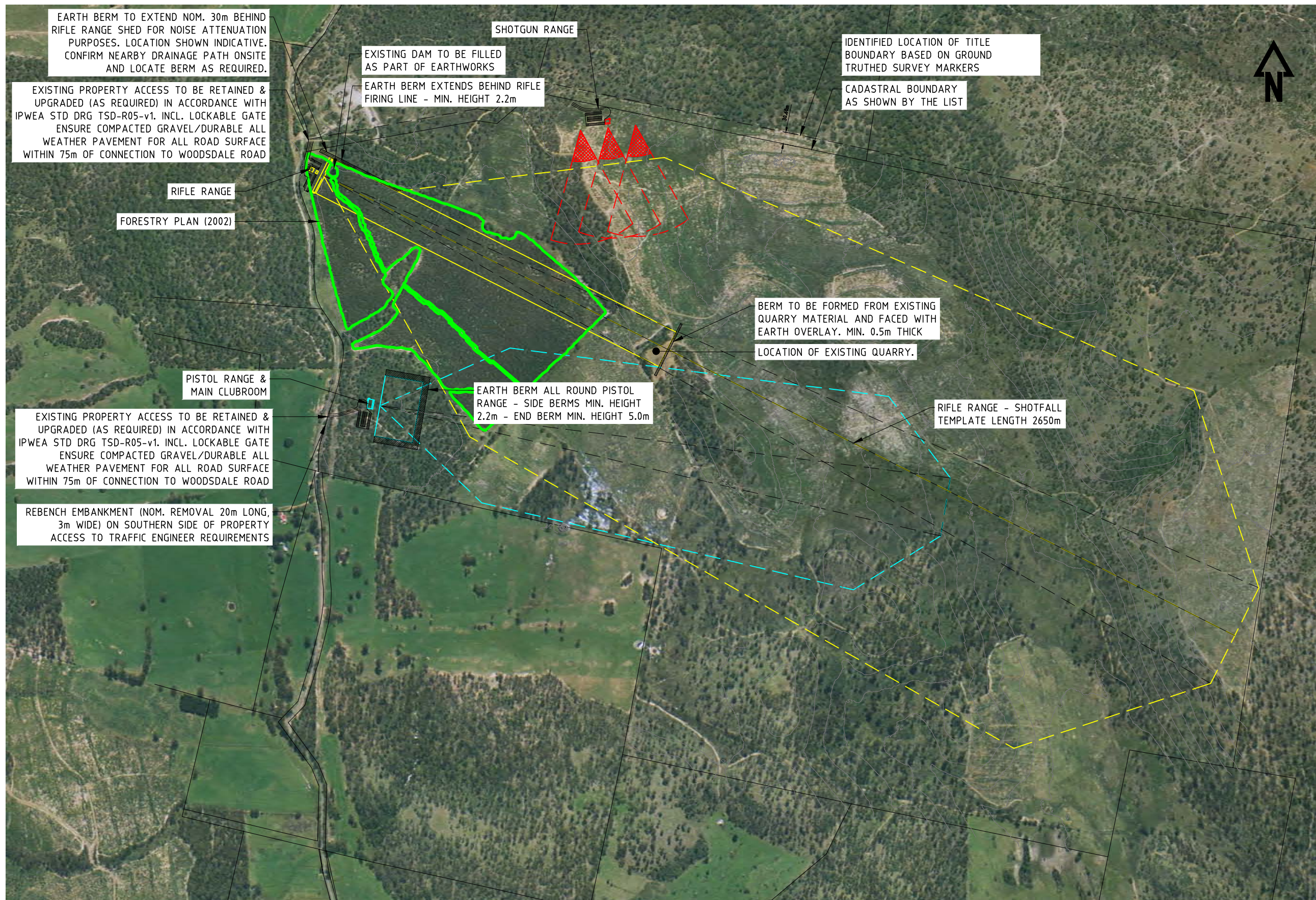
There is not a need for any special junction treatment on Woodsdale Road at access driveway or along the driveway into the site.

The driveways from Woodsdale Road to each of the ranges will be constructed as 7.0m wide gravel roads, including shoulders. These driveway widths are quite sufficient to accommodate the expected level of traffic activity.

Each range will have a car parking area for at least 60 vehicles, sufficient to accommodate the maximum parking demand on the three national title competition days. The car parking areas will have a gravel surface. This car parking supply and construction standard is quite adequate for this development.

ATTACHMENT A

Drawings of proposed development site layout



NOTE: CONTOUR INTERVAL 5m

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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**  
TITLE  
**SITE LAYOUT - SHEET 1**

Accepted Discipline Head (Discipline Head)	Date
Accepted Team Leader (Team Leader)	Date
Approved Group Manager (Group Manager)	Date

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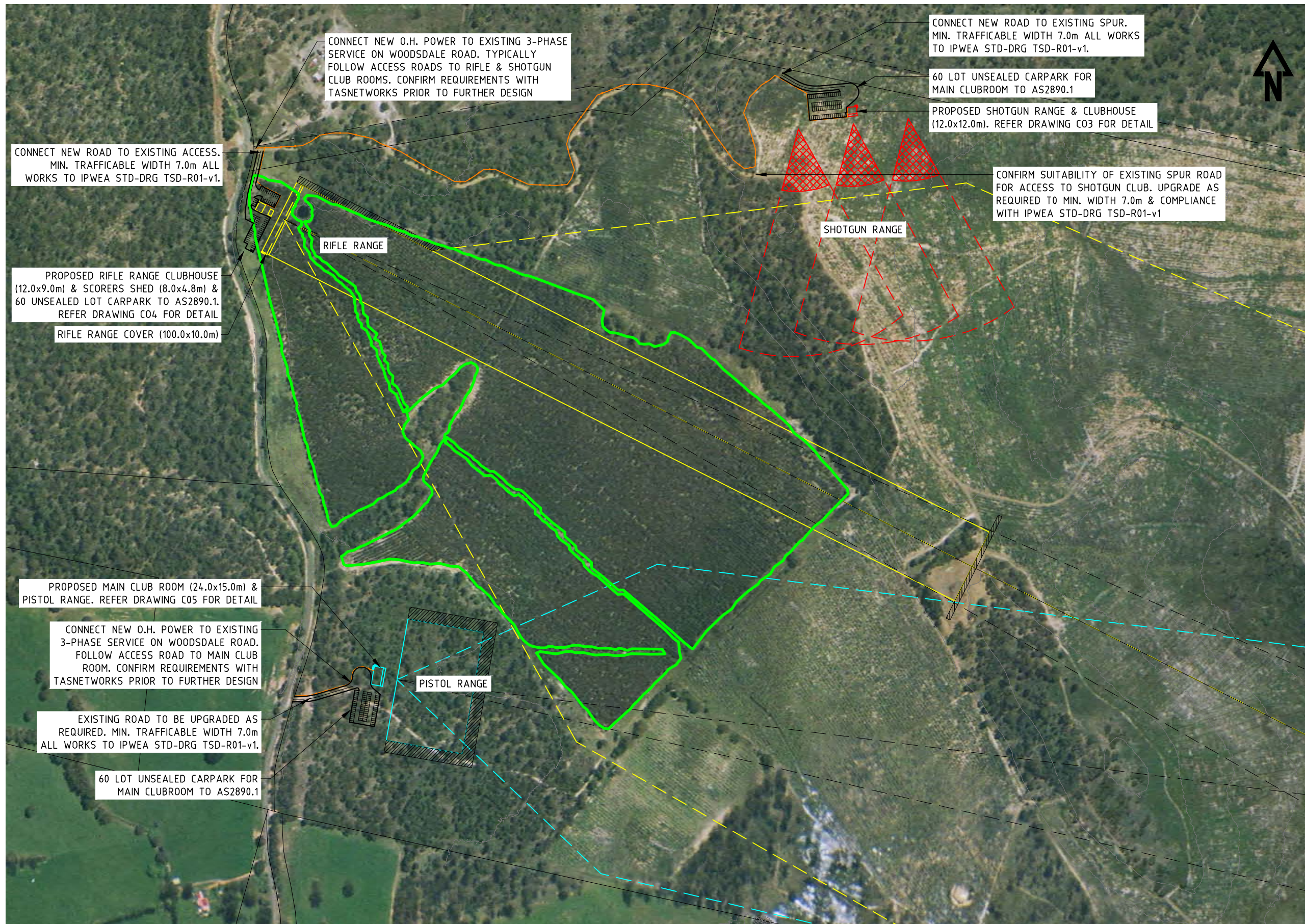
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PROJECT NO. **J183049PH**

DWG NO.	REVISION
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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**  
TITLE  
**SITE LAYOUT - SHEET 2**

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PROJECT  
**WOODSDALE ROAD  
SHOTGUN RANGE  
RUNNYMEDE**  
TITLE  
**SHOTGUN RANGE &  
CLUBHOUSE**

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Approved Group Manager (Group Manager)	Date

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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**  
TITLE  
**RIFLE RANGE COVER, OFFICE  
AND CLUBHOUSE**

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PISTOL & MAIN CLUB ROOM

WASTEWATER AND SEWERAGE TREATMENT ONSITE. DESIGN BY OTHERS

5x22KL RAINWATER STORAGE TANKS. LOCATION SHOWN NOMINALLY. 1 No. REQUIRED FOR BHMP.

DISCHARGE EXCESS STORMWATER GENERATED BY ROOF AREA TO SOAKAGE TRENCH. TO FUTURE DETAIL

24.0mØ TURNING CIRCLE FOR EMERGENCY SERVICES VEHICLE

NEW ROAD. MIN. TRAFFICABLE WIDTH 7.0m REFER C06 FOR NOM. RIFLE ACCESS ROAD PROFILE

64 LOT UNSEALED CARPARK FOR MAIN CLUBROOM TO AS2890.1

SURFACE RUNOFF FROM NEW UNSEALED CARPARK TO BE CAPTURED AND TREATED WITHIN SWALE DRAIN RUNNING THE LENGTH OF LOW SIDE. DISCHARGE EXCESS FLOW TO SOAKAGE TRENCH OR BIO-RETENTION & DISSIPATION SWALE FOR FURTHER TREATMENT IF REQUIRED

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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**

TITLE  
**PISTOL CLUB RANGE AND  
MAIN CLUBROOM**

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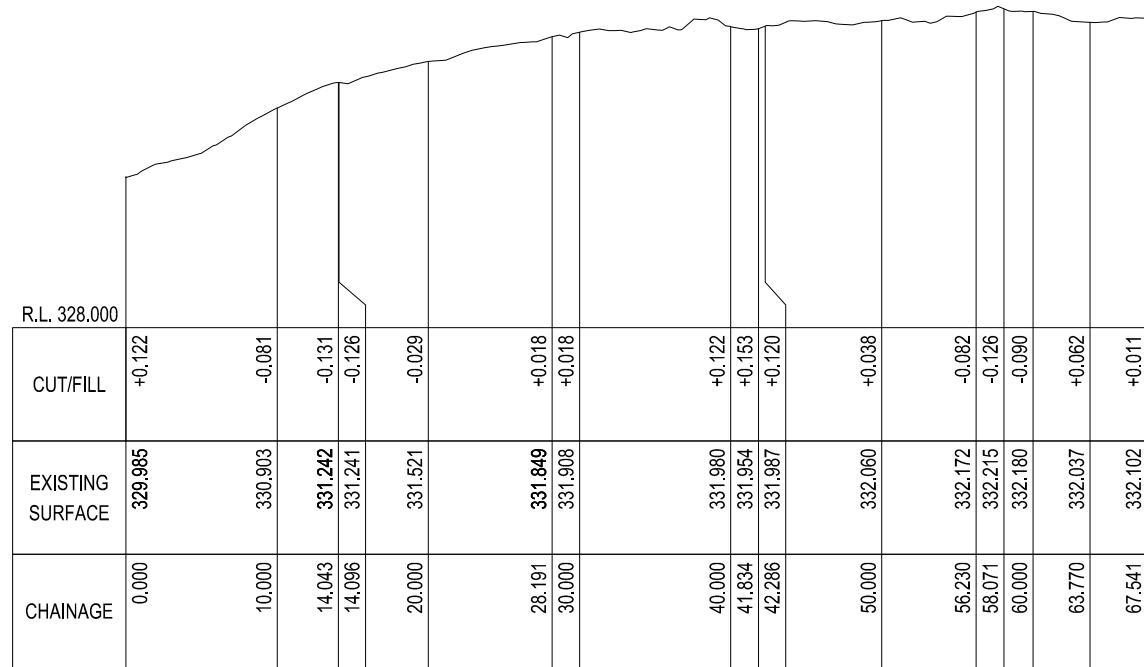
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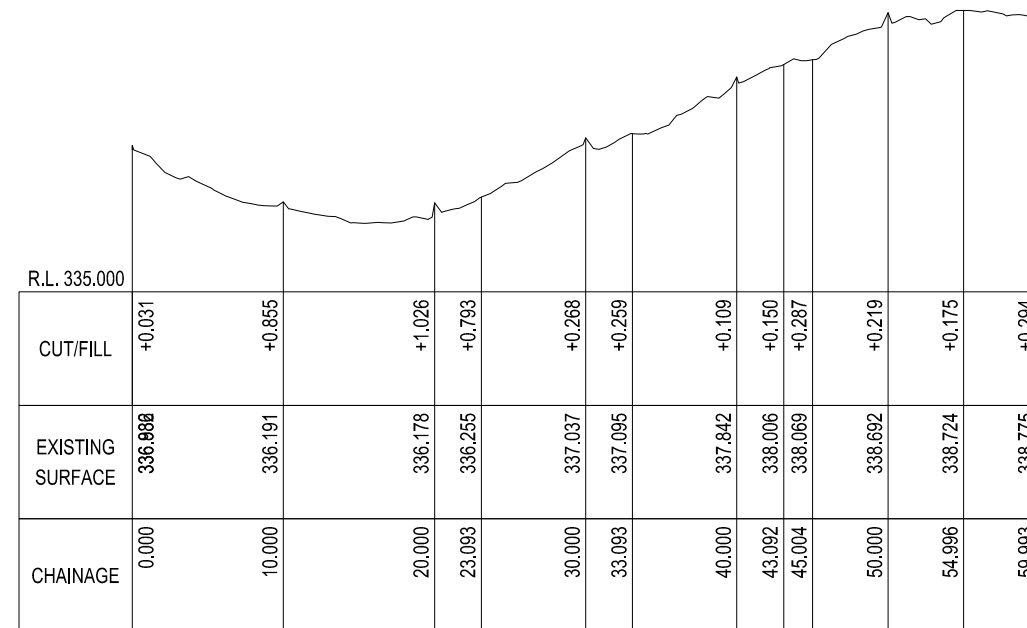
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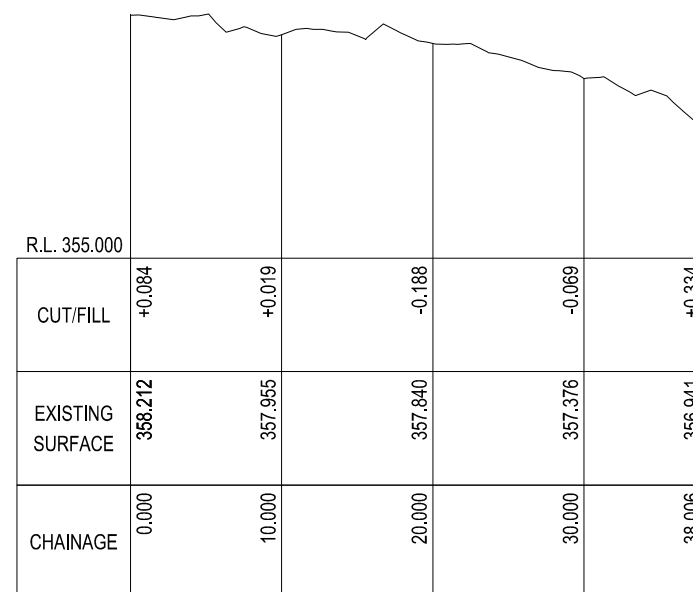
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Scales: (H) 1:500 (V) 1:100



Profile ALN-RIFLE ACCESS From 0.000 To 59.993  
Scales: (H) 1:500 (V) 1:100



Profile ALN-SHOTGUN ACCESS From 0.000 To 38.006  
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PROJECT  
**WOODSDALE ROAD  
RIFLE RANGE  
RUNNYMEDE**

TITLE  
**EXISTING SURFACE PROFILES  
PISTOL, RIFLE AND SHOTGUN  
RANGE ACCESS ROAD**

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## Stacey Watkins

---

**From:** Frances Beasley <[fbeasley@jmg.net.au](mailto:fbeasley@jmg.net.au)>  
**Sent:** Friday, 27 July 2018 11:26 AM  
**To:** SMC Mail  
**Cc:** HCIA Pty Ltd; Matthew Clark  
**Subject:** Development Application - Woodsdale Road, Runnymede (CT 113488/1)  
**Attachments:** Woodsdale Road - DA Letter - JMG to SMC - July 2018.pdf

**Attention: Jacqui Tyson**

Dear Ms. Tyson,

Please find attached application for a proposed state Firing Range facility and associated structures at Woodsdale Road, Runnymede (CT 113488/1).

The following are included under the appendices of the attached Planning Assessment Letter:

- Application form;
- Title information;
- Proposed Plans;
- Proposed Building Elevations; and
- Traffic Impact Assessment.

I confirm that we have notified all relevant land owners, including 770 Woodsdale Road and 'Brookdale' 661 Woodsdale Road, Runnymede.

Should anything further be required, please contact Mat Clark on 6231 2555 or via email, [mclark@jmg.net.au](mailto:mclark@jmg.net.au).

Kind Regards,

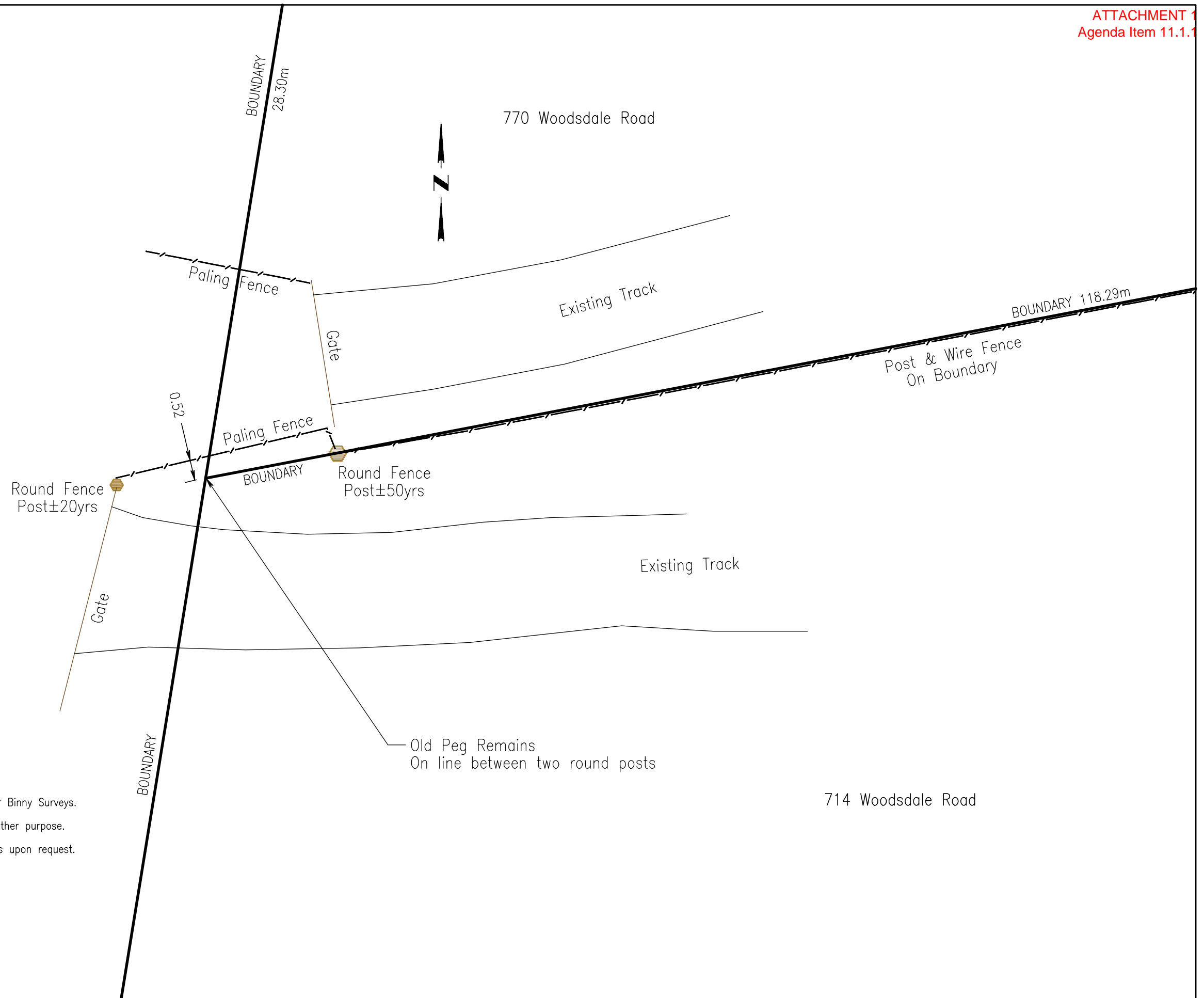
**Frances Beasley**  
**TOWN PLANNER**  
email: <<mailto:fbeasley@jmg.net.au>>



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WOODSDALE ROAD



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Other services may exist.

This disclaimer forms an integral part of the plan.

**Peter Binny Surveys**

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russell@peterbinneysurveys.com.au

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Sheet 1 of 2  
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IDENT SURVEY

Datum: Horz: MGA94 Scaled to Plane about 545975.466,5285409.672  
Vert: AHD CSF: 0.99957151

Owner: FGI AUSTRALIA PTY LTD AND  
R & PG BIGWOOD

Address: 714 & 770 WOODSDALE RD RUNNYMEDE TAS 7190

Date of Survey  
16/08/2018

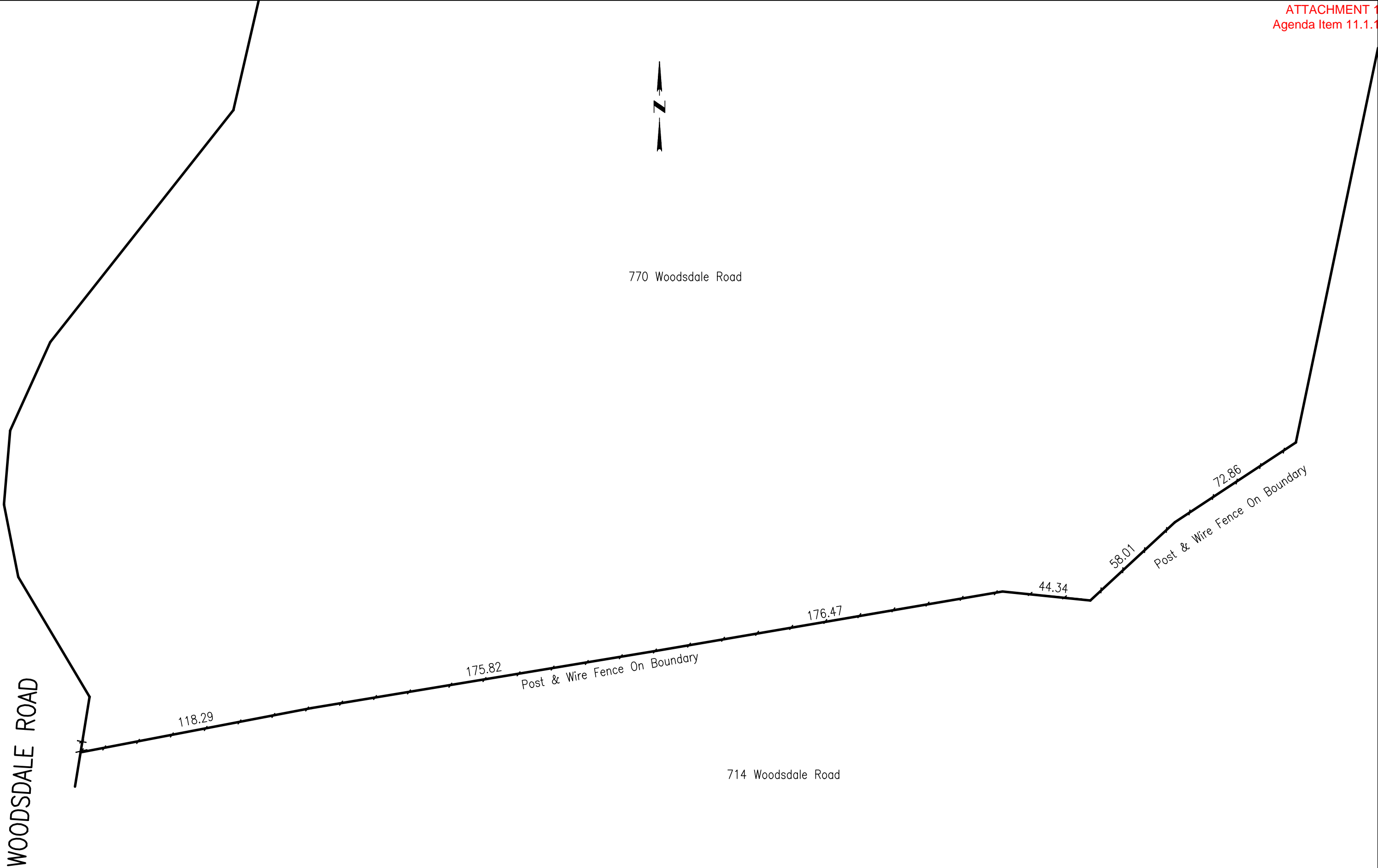
Title Ref: C/T 113488/1 &  
C/T 113487/1

Drawing Ref: 18121-Rev1



770 Woodsdale Road

WOODSDALE ROAD



714 Woodsdale Road

**Peter Binny Surveys**

1/236 Roslyn Ave  
Blackmans Bay 7052  
&  
11 Atkins Road  
Granton 7030  
Ph: 0419 368 180  
russell@peterbinneysurveys.com.au

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Sheet 2 of 2  
Plotted 17/8/2018

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Vert: AHD CSF: 0.99957151

Owner: FGI AUSTRALIA PTY LTD AND  
R & PG BIGWOOD

Address: 714 & 770 WOODSDALE RD RUNNYMEDE TAS 7190

Date of Survey 16/08/2018

Title Ref: C/T 113488/1 &  
C/T 113487/1

Drawing Ref: 18121-Rev1



Boundary fence and gates – 770 Woodsdale Road

Littering in Levensdale and Woodsdale Project- Non- For-Profit Organisation



Wednesday 27<sup>th</sup> August 2018

**Letter of Concern RE: Proposed Gun Club Slight Concern**

Dear whom it May concern,

Firstly, I would like you to be aware of what Littering in Levensdale and Woodsdale Project is we are a non-for-profit organisation who are all about trying to get rubbish reduced, reused and recycled around our community and we are trying to stop the littering on the road by running some clean ups. We run mobile phone and printer cartridge recycling by Planet ark. We strive to achieve to reach our highest achievements. Our motto is We want to thrive to make our town a better place. I am 13 years old and I started this passion of mine by this Project and I got this up and running with my Dad and the Southern Midlands Council. You can keep up to date by following us on Facebook.

I am writing to give my concern around these bullets getting shot and if whether they will be getting picked up as if they don't it isn't good for the environment. This came to mind as I wasn't too keen of bullets being left around on the ground. This is something I would like to know what's going to happen about this.

I am also addressing this as a personal concern about the proposed gun club happening I walk around the bush and do the fun things like burning etc that most country people do I don't want this to become a problem of being cautious about being around in a direction and if whether there is a bullet being shot my way. I also don't like too much noise around me. I really don't want to be having to worry about these things, I just don't want to not be able to do the normal things people do.

I would like to have a reply around these issues, And I am sorry if I have made any stress, bossiness etc, I am just rather concerned about our environment and safety.

Please do not hesitate to call me afterschool on weekday on 62650615 or 0427598556,

Yours Sincerely,



Littering in Levensdale and Woodsdale Project

Administration Officer and Co-Ordinator/Manager

**REDUCE REUSE RECYCLE**

**Littering in Levensdale and Woodsdale Project**

**“Protecting our next generations environment on our planet earth”**

Southern Midlands Council

To whom it may concern,

**Opposition to application for proposed Sports and Recreation Firing Range by JMG Engineers obo SSAA located at Woodsdale Road, Runnymede/Levendale.**

My name is [REDACTED] and I have lived at [REDACTED] Woodsdale Road Levendale for approx. 30 years with my wife and three young children. Recently we have become aware of a proposed development of a Firing range by proponents SSAA who have engaged JMG Engineers to do the preliminary work. The Firing range will be located just south of us.

We would like to **strongly oppose** this development based on what we have read in the documentation submitted to the Southern Midlands Council by JMG Engineers. Below are actual distances from our property boundary and our actual house to the proposed ranges (3 in total).

<b><u>Range</u></b>	<b><u>From Our house</u></b>	<b><u>From our property boundary</u></b>
Centre fire rifle range	Approx. 780m line of sight	Approx. 580m line of sight
Shotgun range	Approx. 800m line of sight	Approx. 360m line of sight
Pistol range	Approx. 1.45klm line of sight	Approx. 1.2klm line of sight

This raises concerns for us given the locations of the ranges in relation to our property. We **strongly oppose** the development for the following reasons:-

1. In the application the range will be operating **seven days a week between the hours of 9 a.m. until 5 p.m.** So this means that seven days a week we will be potentially exposed to shooting of some kind or another which will be excessive and the ongoing noise coming from firearms, in particular big bore rifles. Don't get me wrong as I also undertake game control on my own property and adjoining properties and am not against shooting but I find the ongoing noise will be annoying all the time. Even though there is another property title between ours and the proposed firing range belonging to Peter and Ros Bigwood at 770 Woodsdale Road I have been advised that the SSAA have also put an offer to buy his block which would then allow them room to develop closer to us. Not sure if you are aware of the area but the Firing Range will be located virtually at the top of Mosquito Gully and therefore the noise would be further enhanced travelling down the gully. In saying this the noise will also make game very aware and make it harder for us to undertake game control/recreational shooting ourselves. Furthermore the noise will diminish our right of quiet enjoyment of your property in this rural area.
2. I have lobbied along with council for many years to have Woodsdale Road upgraded for its entire length which after many years we were successful to get relevant State and Federal support to upgrade (seal) Woodsdale Road. This happened quite some years ago and the road has held up very well given amount of traffic that currently use it. This traffic includes more and more daily commuters to their place of

employment, School Bus which runs daily both ways and charter buses that visit the Woodsdale/Levendale Museum and community halls for luncheons frequently, heavy trucks moving livestock, machinery and other farm produce from the area, used regularly on weekends by people who are members of car clubs and motor cycle clubs that go this way to Oatlands, used as a short cut between Midlands Highway and East Coast and South East region and pushbike riders who also use it as another riding route away from busier roads. With the proposal they are estimating another 60 – 100 cars per day of use on Woodsdale Road. In the proposal they are building three carparks capable of holding 60 cars each so that a total of 180 cars. This will further shorten the life span of the sealed road and also the potential for more motor vehicle accidents.

3. Previously some years ago there was a shooting range located at Kelly's Road, Levendale which was ran by another shooting group. From talking to land owners adjacent to this range they had issues of people attending range at all times even outside of proposed hours and even "wandering" over the fences shooting game when opportunity arose. This range was closed down by TAS Police I believe a few years ago. I am fearful that this may happen again with this proposed range. The absence of a caretaker/active management of the gun range presents a risk to public safety through unauthorised and improper use of the facility. The rifle range and pistol range are within a very close walking distance from Woodsdale Road and would be inviting for people to pull over on road verges and simply walk in to the range. Looking at the proposed map the rifle range will only be approx. 45 metres from Woodsdale Road, Pistol range will be approx. 90 metres off Woodsdale road.
4. I have three children aged 13 and twins aged 11 and they spend most of their time when not at school riding their bikes around our entire property along with some of their friends and also playing in the bush and surrounds. They do know our property boundaries and do stay within these but if people are wandering around shooting outside of the range even though they aren't supposed to I am concerned for the safety of the kids. Also concerned for the potential of stray ammunition as well.
5. I run cattle and sheep on my property and at certain times of the year they are calving and lambing. With the increase in noise from the ranges I am also concerned that the noise will have on these livestock whilst birthing.
6. I also wear the hat of the local Fire Brigade Chief at Runnymede, a position I have held for 22 years now and member for 30 years, and whilst I make this comment as myself and not that of the Tasmania Fire Service I am also concerned for the threat of bushfire in this area due to the increased activity and location in amongst a lot of dry sclerophyll forest which is a very high fire danger during the dryer months.
7. Has consideration also been given to the endangered Swift parrot that has its flight path within this area as it is a prime foraging site whilst birds are migrating? Also in the same area are wedge tailed eagles which have nests within the adjoining lands.

In summary we **strongly oppose** this development application for a firing range on the grounds of the increased level of noise that the shooting will bring to our small community potentially seven days a week during daylight hours and the stress on livestock, the devaluation of real estate value in the immediate area due to this range, the proximity to my boundaries to the ranges listed on the plan (potentially closer if SSAA secure Bigwood property), the increased volume of traffic on our road network and potential for more accidents, safety for not only my children but that of any adjoining land user from potentially straying bullets (shot fallout) and potential trespassing and the potential for increased uncontrolled bushfire activity. In their application summary they are already asking that council install traffic advisory signage on Woodsdale Road which will be a cost to the greater council rate payer base.

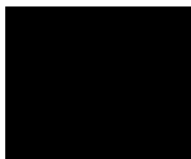
Another thing to take in to consideration is the proposed development of this site to a Firing Range has or appears to have no direct benefit to the surrounding Runnymede/Levendale communities in any form. There doesn't appear to be any mention of employment opportunities for local people or any other community engagement.

I can't stress enough yet again the increased noise level that this proposal will bring to a relatively quiet, peaceful area normally and disruption this will cause to our daily lives and activities.

I ask the Southern Midlands Council and Councillors to please think this application through carefully before committing to something that may be hard to rescind at a later day.

Regards





To Southern Midlands Council,

We live at [REDACTED] Woodsdale Road, Runnymede/Levendale and run a small farming enterprise where we run sheep and cattle. We wish to oppose the proposed development application that has been lodged by JMG Engineering on behalf of SSAA. The application states that it will be seven days per week between 9:00 a.m. – 5:00 p.m. The noise from this range will be loud and continuous considering the proposal for not only a shot gun range but also big bore rifle and the proposed hours. Below is a table of distances that the proposed ranges will be from our location:-

<u>Range</u>	<u>House</u>	<u>Property Boundary</u>
Rifle Range	Approx. 548m	Approx. 351m
Pistol Range	Approx. 1.1klm	Approx. 946m
Shot Gun Range	Approx. 790m	Approx. 712m

These distances will be a lot shorter if the SSAA purchase the property over the road from me which is owned by Peter and Ros Bigwood of which a contract has already been signed for pending outcome of the development application.

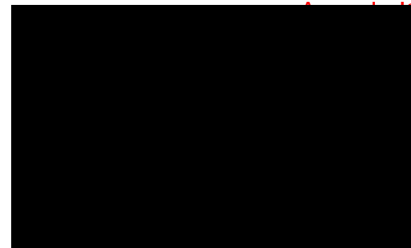
We also have concerns for the increased volume of traffic that this Firing Range will bring to the Woodsdale Road during its operating hours. The Woodsdale Road already carries a large amount of vehicles especially during the weekends when more recreational vehicles, sightseeing vehicles also use the road. My wife and my two teenage children travel this road daily and already the concern of traffic is real.

I am also concerned for the increased noise levels that the range will bring during periods of which sheep are lambing and cattle are calving. The noise would add more stress during this period possibly.

Our son and daughter and their partners also are recreational hunters on our land and that of adjoining land owners and I am concerned for their safety in case of misdirected shooting. The increased noise would also make it hard for our shooting with game potentially being timid with all the shooting taking place on the range and making it increasingly harder to control the game.

In closing please give consideration of the increased noise levels that this development will bring to a quiet, peaceful valley, also please think about the increased traffic volumes to a road that is only just coping with current traffic volumes. The proposed hours of operation of the range are way too excessive and ideally given the heightened noise levels it would be good not to have this range at this location.

Kind Regards



29 August 2018

The General Manager  
Southern Midlands Council  
PO Box 21  
OATLANDS TAS 7120

Dear Sir/Madam

**Proposed Sports and recreation (firing range) at Woodsdale Road, Runnymede owned by FGI Australia Pty Ltd and described as Certificate of Title 113488/1**

We refer to your letter of 17 August 2018.

We note that the proposed pistol range is directly opposite the cattle yards which I have been using for many years, and the paddock I use for lambing and calving as it is sheltered from the prevailing weather. We note also that the entire boundary of the proposed range lies to the north east of the paddock used annually for the same purposes for the same reasons on the opposite side of Woodsdale Road.

We are concerned that noise emanating from the pistol range, rifle and shotgun ranges will disturb ewes and cows lambing and calving in those paddocks. We note also that the submission to council does not contain any information as to the noise levels to be generated from these activities each day, so we have no method of ascertaining in advance the effect of noise on animals nearby.

We are also concerned on the effect of such noise on cattle held in the yards awaiting transportation or veterinary treatment, and particularly on weaner calves kept for some weeks in the yards until they become accustomed to being separated from their mothers. If these animals are disturbed they have the propensity to charge or attempt to jump fences. If this occurs they are likely to suffer injuries. If they break through the road side fence, they may cause damage to injury to persons using the Woodsdale Road.

Also, we are concerned that in the absence of any information relating to the noise levels arising presumably from the discharge of multiples of firearms from the three proposed sites seven days a week, that the tenants in the Brookdale House may be disturbed by the firing activity. As can be seen from the application, the house is quite close to the proposed pistol range and will, as we understand the proposal, be in a direct line to the muzzles of shotguns, thereby adding to the propensity of noise from the range disturbing tenants. If this occurs, the rental value will fall, with a corresponding reduction in the value of the whole property.

We note also that the north east side of Woodsdale Road, is approximately 147 metres from the south western side of the proposed pistol range to the road and less than half that distance from the same side of the proposed club house and car park to the road. Most of this area is currently thick native bush which would be expected to help attenuate noise from activity on the proposed

site to some degree, however construction of the entrance road, car park and club house and firing range will result in the bulk of that bush being removed, resulting in a reduction in noise attenuation. This may increase the propensity of cattle in the yards to become disturbed along with lambing ewes and calving cows.

The proposed site is very large, and it seems to us that if the proposal is to proceed, it would be appropriate to move the car park, range and club house further to the north east which would leave more native vegetation cover and distance to attenuate noise to the benefit of cattle in the yards.

This may require a slight re-orientation of the pistol range to improve the safety of person and livestock on the paddock on the northern side of Brookdale.

Alternatively, if shooting noise is such that it is likely to disturb livestock as indicated above, it may be preferable to move the pistol range in some form to the rifle and shotgun areas to the north. These areas are remoter from farming activities and due to native and plantation tree cover is less likely to impact on livestock farming which has been conducted under the present ownership since 1984.

We do not know what roadworks are envisaged, but draw attention to the fact that all Brookdale roadside fences are currently in first class order in the area.

Yours faithfully



**Orienteering Tasmania Inc.**

ABN: 96 028 120 934

555 Sandfly Road, Sandfly TAS 7150, Australia

Email: [president@tasorienteeing.asn.au](mailto:president@tasorienteeing.asn.au)

Email: [secretary@tasorienteeing.asn.au](mailto:secretary@tasorienteeing.asn.au)

30 Aug 2018

To Whom It May Concern

I am writing on behalf of Orienteering Tasmania to express our concern regarding the proposed rifle range at 714 Woodsdale Road, Runnymede. Orienteering is a forest sport that involves walking and running in forested areas. Events are usually held on weekends and last all day. Preparation for the event involves several people doing field surveys and control placement for as many as ten days in the two months prior to the event itself.

Orienteering Tasmania is fortunate to have a large competition area we refer to as Wild Dog Creek, the area of the map running from the Tasman Highway almost through to the Woodsdale Road. The map adjoins the land on which the rifle range is proposed. Map making is very expensive (tens of thousands of dollars) and this area hosts a key event on our annual calendar.

Orienteering Tasmania has over 800 registered full and casual members. We have used this area for many years and would hope to continue to do so. I am concerned on safety grounds that the proposed rifle range will negatively impact on our ability to use the area for orienteering competitions and training events.

Ian Rathbone

President, Orienteering Tasmania



## tasmanian conservation trust inc

General Manager  
Southern Midlands Council  
71 High Street  
Oatlands 7120

30 August 2018

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

Firing range (Sports and Recreation) and associated club facilities, Woodsdale Road, Runnymede

The TCT objects to the proposed firing range and associated club facilities and asks that the Council not approve it or at the least place some strong conditions upon the development to reduce a number of impacts. We understand that one neighbouring property hosts a wide range of very popular sporting and recreational events and these need to be taken into consideration in by council in assessing and permitting the development.

### Noise

We note that a firing range is not a specified activity in the Attenuation Code in the the *Southern Midlands Interim Planning Scheme* however there will be the potential for serious noise impact upon neighbouring properties, both the residents and other recreational users.

The development application includes no assessment of the noise impacts beyond the boundaries of the property. While the application states that vegetation and earth berms will provide some acoustic buffers, there is no assessment of the effectiveness of these provisions.

We understand that the Council cannot refuse the development on the basis of noise impacts on adjacent properties, it does have powers to place conditions to mitigate the impacts of noise. The TCT recommends that a series of conditions be place on the operation of the firing range to reduce the noise impact on neighbouring properties. Conditions should:

- constrict the hours of operation each day and the days per week that the range can operate;
- prohibit shooting during specified recreational activities on the adjacent properties;
- require noise on adjacent properties be kept to specific acceptable levels;

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- require ongoing monitoring of noise on the adjacent properties to determine whether noise levels are being adhered to;
- if noise levels are not adhered to then the firing range is to be closed until non-compliance is rectified.

#### Impacts on threatened species

The Natural Values Atlas records for the site (provided in the development application) indicate that the endangered Tasmanian Wedged-tail Eagle has been recorded within 500m of the proposed gun range. The Forest Practices Code requires that no vegetation is removed within 500 metres of an active eagle nest and that removal of vegetation and use of machinery not be permitted within 1,000m line of sight around recorded nests during breeding season.

No assessment has been made in the development application as to whether eagles will be impacted by the proposed development and operation of the firing range. In the absence of an assessment, the TCT recommends that a condition be placed on the development that prohibits any development or works within 500 metres of the known nest sites and works associated with the development not be permitted to take place within 1000 metres line of sight of the nest during the nesting season for the eagles.

#### Water pollution

The impact of pollution from lead shot entering wetlands is well understood, but has been given no attention in the development application. In Tasmania recreational shooters are prohibited from using lead shot when shooting over public wetlands because of the high potential for lead shot to poison species such as ducks and swans and potentially poison those who eat them.

The firing range adjoins a watercourse that runs into the Brushy Plains River and lead shot from shot guns may find its way into the waterway potentially impacting the fauna native species and potentially the water supply for Orford. The Council should place conditions on the operation of the firing range to prohibit use of lead shot.

#### Use of government funding

The Tasmanian Government promised in its election policy on firearms to identify an area of Crown land for a competition firing range that sounds very similar to the one proposed. Council should inquire as to whether public funds are being used for acquisition of the land for this development or to assist with the construction costs. Alternatively, if the government is aiming to provide Crown land elsewhere for a very similar facility then this one may not be required.

Yours sincerely,



Peter McGlone  
Director  
Tasmanian Conservation Trust  
[peter@tct.org.au](mailto:peter@tct.org.au)  
0406 380 545

JMG Ref: J183049PH

14 September 2018

Jacqui Tyson  
Senior Planning Officer  
Southern Midlands Council  
Via email - [jtyson@southernmidlands.tas.gov.au](mailto:jtyson@southernmidlands.tas.gov.au)

Dear Jacqui,

DA Reference DA2018/59 - Address 714 Woodsdale Road, Runnymede - Proposed Sports and recreation (firing range)

Please refer to the following with regards to your request for comments to the various issues raised in representations Council received in relation to the above planning **permit application, as per Council's e-mail request of 6 September 2018.**

1. Representor Issue - impact on ability to pursue rural pursuits on adjoining land:

There are a number of existing Firing Ranges throughout Tasmania and Australia that co-exist with rural and other more sensitive uses on surrounding land. For example the following are located within the working farm and coexist with grazing sheep and cattle ranging freely on the land:

- Coolamatong Shooting Range, Berridale, NSW;
- Westbury Range, 1053 Birralelee Road, Westbury Tasmania;
- Bracknell Shooting Range, 813 Liffey Road, Bracknell Tasmania.
- Campbell Town Range, Torlesse Street, Campbell Town (Full Bore Rifles) (See Figure 1)
- Derwent Valley Gun Club, Boyer Road, Dromedary (Shotgun) (See Figure 2)

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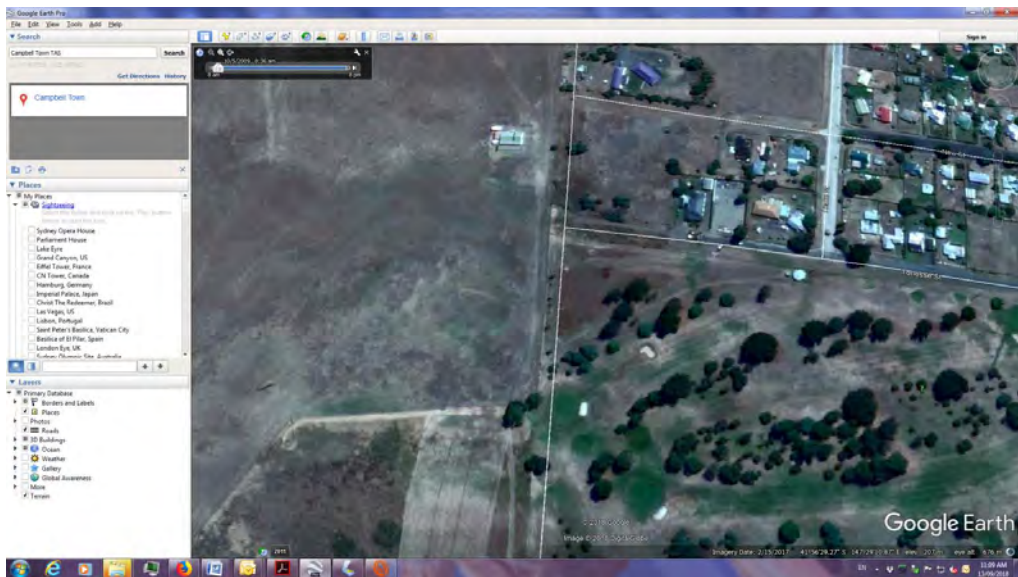


Figure 1 - Aerial Image of Campbell Town Range showing proximity to residential area, Golf Course and rural land to the west (Source - Google Earth)

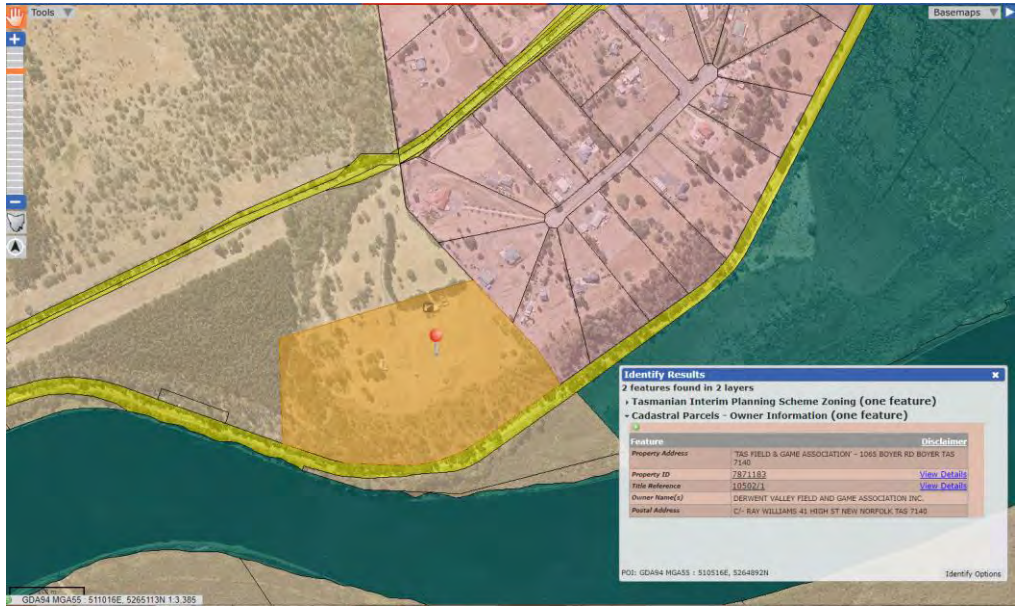


Figure 2 - Aerial Image of Derwent Valley Range showing location on Rural Resource Land and proximity to dwellings to the east. (Source LIST map)

The above sites demonstrate that animals acclimatize to the range use and tend to ignore the regular activities associated with the use.

The proposed Firing Range is modelled on National Rifle Range at 50 Hectar McIntosh Grove in Canberra. This facility is located approximately 500m south west of Tourist Resort Facilities including Ibis Styles Canberra Eaglehawk and Eaglehawk Holiday Park. Land within 1 km to the south of the facility is used for rural pursuits including **“The Truffle Farm Canberra”**, with a winery and Pine timber plantation further to the south. A rural living style of development is located to the east of the site with the nearest dwelling being approximately 100m to the north east. (See Figure 3 below)





Figure 3- Aerial Image of Canberra Facility (Source Google Maps)

Within Tasmania, the existing Firing Ranges at Upper Tolosa Street, Glenorchy (catering for Rimfire (AIF Small Bore & Air Rifle Range) and Shotgun, Rifle and Hand Gun)) have a wide window of use, including night operations. The Glenorchy facility is located on land zoned Recreation and is within 400 m of land zoned General Residential to the north-east. Land to the north is zoned Open Space and is well used by the general public, land to the north-west and south east is zoned Environmental Management and land to the west is zoned Recreation. (See Figure 4 below - blue circle radius is 400 m)

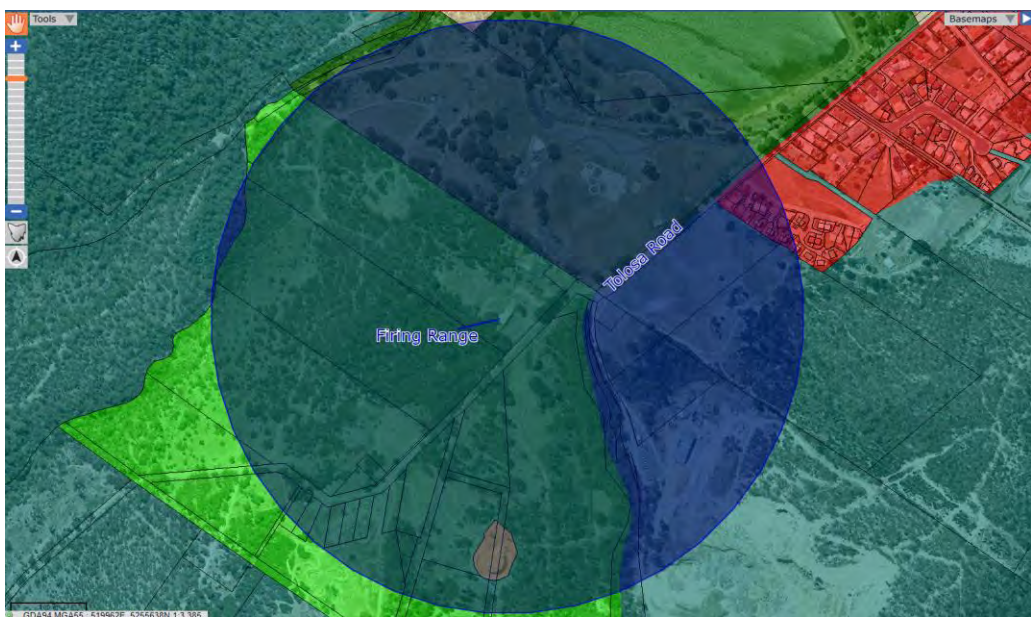


Figure 4- Aerial view of Glenorchy Firing Range (Source LIST Map)

The firing range at Blue Hills Road, Arthur Highway, Copping (catering for small bore (.22) rifle and pistol, Centrefire pistol and rifle, and several shotgun events) is located on land zoned Utilities adjoining land zoned Rural Resource. The surrounding land is used for grazing and timber production. A dwelling is located approximately 900m to the north of the range, whilst the township of Copping is located approximately 3 km north east of the range. (See Figure 5 below - the blue circle radius is 900m)

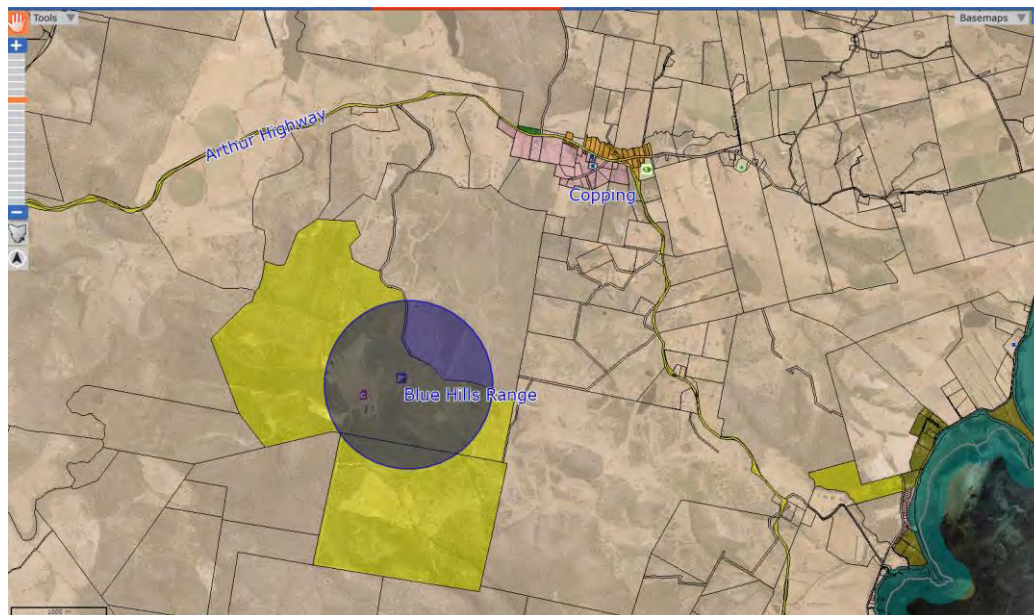


Figure 5 - Aerial view of Blue Hills Range (Source LIST Map)

The above examples are provided to demonstrate that Firing ranges are able to coexist with a variety of surrounding land uses, including residential, rural and environmental management. Consequently it is considered that the proposed use and development would not negatively impact on surrounding land being used for rural pursuits.

## 2. Representor Issue - Noise:

It is noted that the planning report submitted stated that “the proposed hours of operation are 9 am to 5pm seven days per week”, whilst the accompanying Traffic Impact Assessment stated that “the ranges be available for use during daylight hours (9 am to 5pm) and for National and State Competitions, which will occur three times a year, to take advantage of the available light in Tasmania on a seasonal basis”. To clarify the discrepancy please note that the proposed hours of operation as outlined in the Traffic Impact Assessment (page 15) are a more accurate reflection of the intended hours of operation which are further clarified below:

- Normal operations -generally between 9 am and 5 pm seven days per week. It is anticipated shooting use patterns will typically fall in the Thursday to Sunday (inclusive) period; and
- National and State events held on average three time per year, with each event lasting for 5 to 6 days during spring, summer and autumn daylight hours. This would be a total of 18 days in the year where shooting activities would generally occur between the hours of 6 am and 9 pm.

To address the concerns in relation to noise - Figure 6 provides an aerial view of the property with circles of 1000 m radii from the centre of each of the ranges - dark blue (rifle), light blue (pistol) and peach (shot gun) in relation to surrounding residential uses.

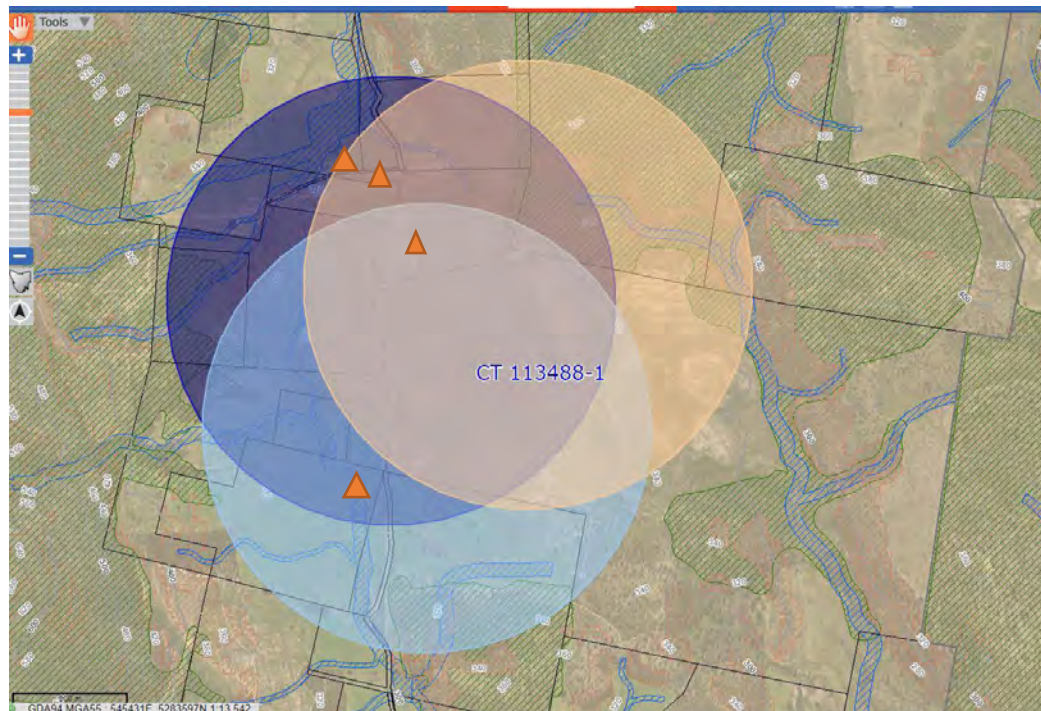


Figure 6 - Aerial Image showing location of dwellings on surrounding properties. (Source List Map)

The surrounding land is zoned Rural Resource, and the nearest dwellings are shown on the image above as triangles. There are no dwelling located to the east or west of the proposed range site. It is noted that the dwellings to the north and south are located behind the firing range and shotgun range buildings and structures and thus are not in the direct line of fire or noise.

In addition the dwelling to the south west is located approximately 200 m to the south west and at a lower elevation than the Pistol Range buildings and associated car park. It is noted that the pistol range is enclosed by earth berms (2.2 m high at the sides and 5 m high at the end) which will significantly contain the noise from the pistol range to within the range itself. Furthermore there is no proposal to clear vegetation beyond that required for the pistol range building and car park resulting in approximately 100 m of vegetation on the subject property being retained to maintain a suitable buffer to the surrounding land.

The dwelling to the immediate north is buffered from noise by the proposed 2.2 m high earth berm. The two more distant dwellings (over 500 m) to the north-west, are located at a lower elevation than the rifle range. In addition, there is a noticeable rise in the intermediate land profile before it drops into the adjoining valley and there is the additional buffer of approximately 300 m of vegetated land, so that a number of factors contribute to noise mitigation.

It has not been feasible to establish specific noise levels for the proposed **development due to the subject property's size, and the fact that noise propagation is**

heavily dependent on the local topography and environmental factors such as prevailing winds.

It is noted that the Southern Midlands Interim Planning Scheme 2015 does not define noise criteria for discretionary use in a Rural Resource zone. Further the Tasmanian Environmental Protection Agency (EPA) does not define noise criteria for shooting ranges.

It is considered that the physical berm buffers to be established at the ranges, the natural topography, the nature of the activity (i.e. intermittent shots compared with continuous operation of a chainsaw or motor bike for example) and the setback distances to dwellings will mitigate the potential noise impacts on adjoining properties to not unreasonable levels.

### 3. Representor Issue - safety concerns:

All such ranges are administered in accordance with Firearm legislation applicable to their respective jurisdiction.

In Tasmania this includes the *Firearms Act 1996* and the *Firearms Regulations 2016*. The operational approval conditions which must be observed by the operators of such facilities deal with many of the concerns raised in the representations, in particular those relating to safety and amenity of surrounding properties. The proposed Firing Range at Woodsdale would be similarly operated as per the Range Specification Requirements that would be included in any approval issued by Tasmania Police. Typical provisions include the need for property signs and bright red flags at the property entrance identifying that shooting is in progress. In addition the Firing Range will be a fully controlled site with suitably qualified range personnel in attendance when controlled shooting is underway. In that regard the proposed use will offer a greater degree of safety than the uncontrolled shooting that has historically occurred on the property.

It is further noted that once operational, any use of the site will be conducted in such a manner as to comply with any Range approval stipulations. Tasmania Police undertakes regular inspections to ensure compliance and any breaches must be immediately remedied. If warranted Tasmania Police may revoke the approval at any time by notice, in writing, serviced on the approved holder of the approval.

Accordingly it is considered that the proposed use will not increase the safety risk for adjoining property users.

### 4. Representor Issue - traffic concerns:

The traffic impact of the proposed development was considered in the Traffic Impact Assessment Report prepared by Milan Prodanovic dated July 2018. The report concluded that the increase in traffic from the proposed use will not create any operational traffic issues along Woodsdale Road and that there will be no traffic issues at that Tasman Highway/Woodsdale Road junction.

The report concludes that the proposed on site car parking supply and construction standard is adequate for the development.

It is noted that the report recommends sight benching on the embankment to the **south of the driveway and the installation of a “Concealed Entrance” sign at a point 120 m south of the entrance** to create a greater margin of safety.

It is considered that the proposal will not cause unreasonable loss of amenity or safety of the surrounding road network and that any planning permit issued could include conditions in line with the Traffic Impact Assessment report recommendations.

5. Representor Issue - Pollution of land from the shot/ammunition:

A requirement of the Fire Arm Services Approval is for the earth berms (physical barriers) to be covered by material that will absorb and retain the bullets. Generally to conform to this requirement the berms are covered by at least 500 mm of soil. The proposed design of the Firing Range retains the projectiles in areas of the property that are predominantly free of waterways and wetlands. In addition the following is specifically noted for the ammunition used at each of the ranges:

- The pistol range is enclosed by earth berms (2.2 m high at the sides and 5 m high at the end) which captures all bullets and contains them within the pistol range area;
- The ammunition used at the rifle range is predominantly copper and zinc jacket amalgam which covers the lead shot thereby limiting the contact of any lead to the soil. There is a 5 m high berm at the end of the range to trap the bullets;
- The shot gun pellets will fall on predominantly well drained sandy loam and will be inert once oxidised.

Should the proposed use ever cease and the site be abandoned for that purpose then it would be relatively easy to remove the berm top layer and with it any metal debris.

6. Representor Issue - Proximity of endangered species:

The subject property (CT 113488-1) is subject to the Biodiversity Protection Area overlay as shown in the Figure 4 below. The development associated with the proposed use is restricted to areas in the western portion of the site located outside the overlay area. (See Figure 7)

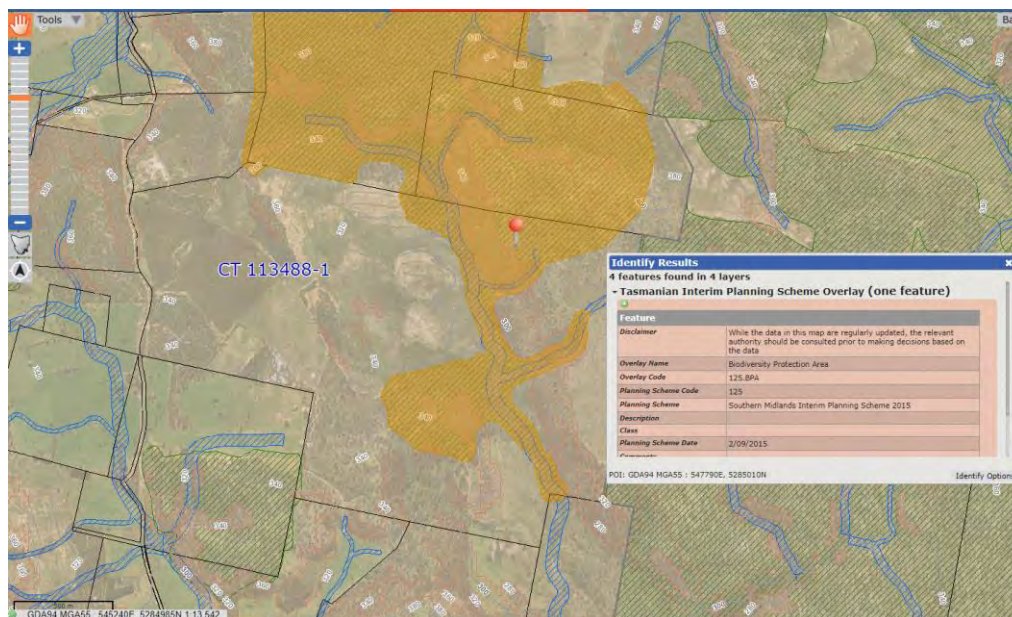


Figure 7 - Aerial image showing location of the Biodiversity Overlay area on the subject property. (Source List Map)

A Natural Values Report was prepared on 12 September 2018 and is included in Attachment A. The report indicates raptor nests (Wedge tailed Eagle) and sightings within 5000 m of the proposed development. Two nest sites have been identified located to the south west. The occurrence, located approximately 2500 m to the north east - to the east of Bullock Hill Creek, is both on the adjoining property and is only a sighting. Sightings of Wedge Tailed Eagles only indicate the range of the species, which is hardly unexpected given the ubiquitous occurrence of this bird in the agricultural and forestry landscapes of Tasmania.

The nest sites are well outside the firing range areas. As is to be expected from eagle **ecology, these nests are located on the high ground of the “Brown Mountain” locality** to the west of Woodsdale Road. They already coexist with an existing agricultural and forestry landscape; it seems implausible that the proposed development will have any impact on this species.

A reference is also made to swift parrots in a representation - the flight patterns of Swift Parrots is generally within and just above the tree line and again given the location of the range targets and safety areas of the proposed range, the habitat area on the site is very much at the margins of the swift parrot range and it is considered that the proposed use is unlikely to have a negative impact on the swift parrot or its habitat.

#### 7. Representor Issue - Orienteering:

It should be noted that the proposed use and development is fully contained within the subject property identified as CT 113488-1. Property boundary signage will identify this as private property used as a Firing Range and therefore the property will not be available for orienteering uses.

The ongoing use of the Firing Range will be in accordance with the Official Range Approval issued by Tasmania Police Firearm Services and it will be a fully controlled facility. Accordingly it is considered that the proposed use will not pose a safety risk to adjoining property users.

8. Representor Issue - Increased Fire Risk:

It should be noted that the proposed Firing Range use will include the following works and developments that will contribute to a reduction in fire risk, including:

- Clearing of vegetation (via an approved Forestry Practices Plan) along the Rifle Range sight line;
- Clearing of vegetation for the buildings and off street parking areas;
- Access roads to each of the range sites 7 m wide providing access for emergency vehicles;
- Provision of 22,000L water tank at each range, dedicated for Fire Fighting purposes providing a total capacity of 66,000L at the property; and
- Provision of a further six 22,000L water tanks to supply the proposed range buildings, which could potentially be used for emergency purposes.

It is considered that the proposed use and development will contribute to a reduction in bushfire risk at the subject property.

**We trust this satisfies Council's request** for comment however if further information or clarification is required with respect to this request, please contact me on 6231 2555 or at [iboss@jmg.net.au](mailto:iboss@jmg.net.au).



Yours faithfully

JOHNSTONE MCGEE & GANDY PTY LTD

Indra Boss  
TOWN PLANNER

Encl.

ATTACHMENT A

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Natural Values Atlas Report



# Natural Values Atlas Report

*Authoritative, comprehensive information on Tasmania's natural values.*

Reference: J183049

Requested For: Woodsdale Firing Range (updated location)

Report Type: Summary Report

Timestamp: 12:00:57 PM Wednesday 12 September 2018

Threatened Flora: buffers Min: 500m Max: 5000m

Threatened Fauna: buffers Min: 500m Max: 5000m

Raptors: buffers Min: 500m Max: 5000m

Tasmanian Weed Management Act Weeds: buffers Min: 500m Max: 5000m

Priority Weeds: buffers Min: 500m Max: 5000m

Threatened Communities: buffer 1000m

Fire History: buffer 1000m

Tasmanian Reserve Estate: buffer 1000m

Biosecurity Risks: buffer 1000m

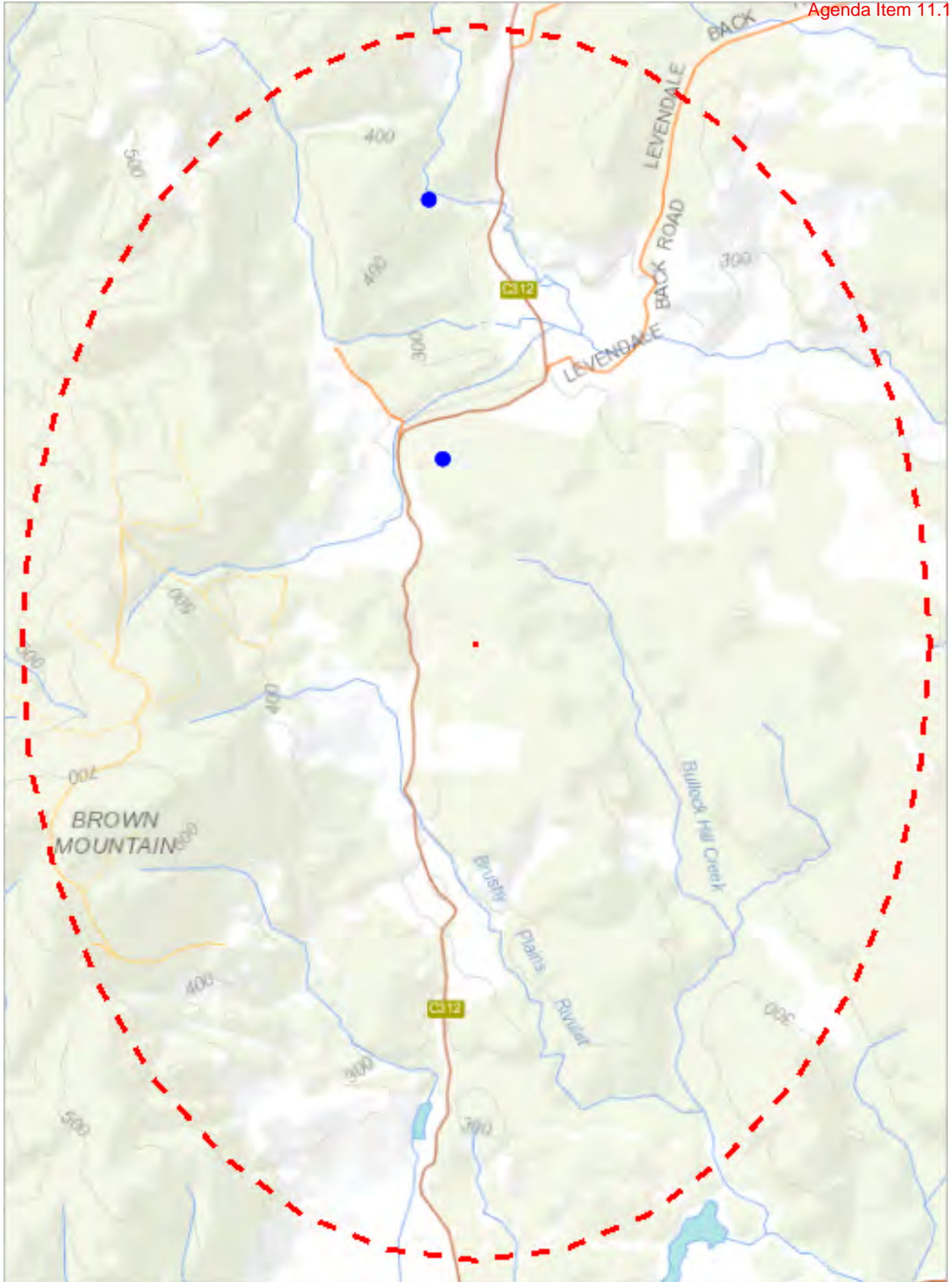


The centroid for this query GDA94: 546369.0, 5284989.0 falls within:

Property: 2854704

\*\*\* No threatened flora found within 500 metres \*\*\*

# Threatened flora within 5000 metres



542496, 5279765

Please note that some layers may not display at all requested map scales

# Threatened flora within 5000 metres

Legend: Verified and Unverified observations

● Point Verified

● Point Unverified

— Line Verified

— Line Unverified

□ Polygon Verified

□ Polygon Unverified

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels



# Threatened flora within 5000 metres

## Verified Records

Species	Common Name	SS	NS	Bio	Observation Count	Last Recorded
Acacia ulicifolia	juniper wattle	r		n	2	04-Feb-1981
Carex longebrachiata	drooping sedge	r		n	1	01-Jan-1992

ATTACHMENT 3  
Agenda Item 11.1.1

## Unverified Records

No unverified records were found!

For more information about threatened species, please contact Threatened Species Enquiries.

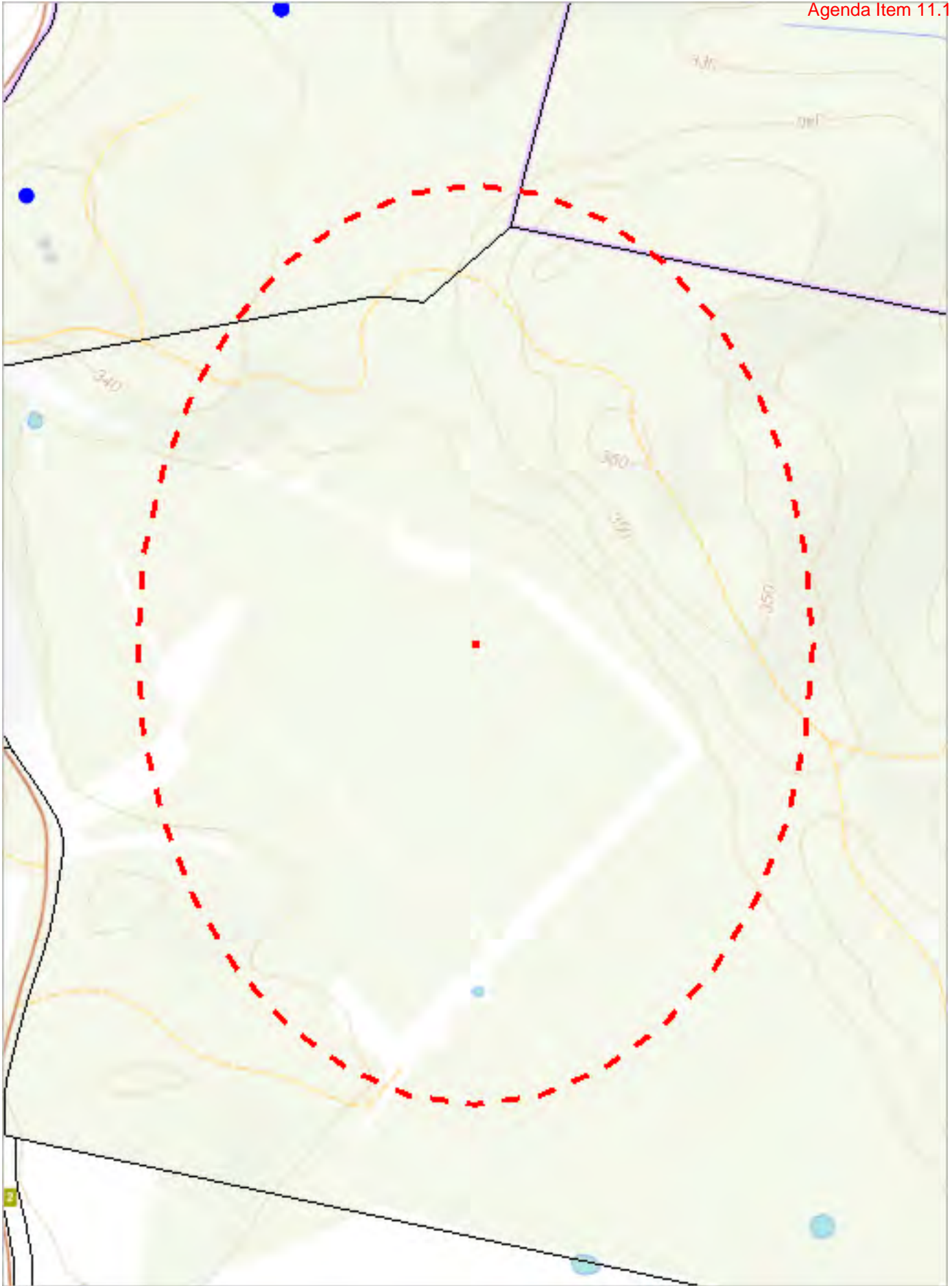
Telephone: 1300 368 550

Email: [ThreatenedSpecies.Enquiries@dpiwve.tas.gov.au](mailto:ThreatenedSpecies.Enquiries@dpiwve.tas.gov.au)

Address: GPO Box 44, Hobart, Tasmania, Australia, 7000

# Threatened fauna within 500 metres

ATTACHMENT 5  
34691528563  
Agenda Item 11.1.1



545848, 5284286

Please note that some layers may not display at all requested map scales

# Threatened fauna within 500 metres

Legend: Verified and Unverified observations

● Point Verified

● Point Unverified

— Line Verified

— Line Unverified

□ Polygon Verified

□ Polygon Unverified

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels



# Threatened fauna within 500 metres

## Threatened fauna within 500 metres (based on Range Boundaries)

ATTACHMENT 3  
Agenda Item 11.1.1

Species	Common Name	SS	NS	BO	Potential	Known	Core
<i>Litoria raniformis</i>	green and gold frog	v	VU	n	1	0	0
<i>Pseudemoia pagenstecheri</i>	tussock skink	v		n	1	0	0
<i>Aquila audax subsp. fleayi</i>	tasmanian wedge-tailed eagle	e	EN	e	1	0	0
<i>Antipodia chaostola</i>	chaostola skipper	e	EN		1	0	0
<i>Aquila audax</i>	wedge-tailed eagle	pe	PEN	n	1	0	0
<i>Tyto novaehollandiae</i>	masked owl	pe	PVU	n	1	0	1
<i>Dasyurus maculatus</i>	spotted-tail quoll	r	VU	n	1	0	0
<i>Dasyurus viverrinus</i>	eastern quoll		EN	n	0	0	1
<i>Lathamus discolor</i>	swift parrot	e	CR	mbe	1	0	1
<i>Sarcophilus harrisi</i>	tasmanian devil	e	EN	e	1	0	0
<i>Accipiter novaehollandiae</i>	grey goshawk	e		n	1	0	0
<i>Prototroctes maraena</i>	australian grayling	v	VU	ae	1	0	0
<i>Haliaeetus leucogaster</i>	white-bellied sea-eagle	v		n	2	0	0

For more information about threatened species, please contact Threatened Species Enquiries.

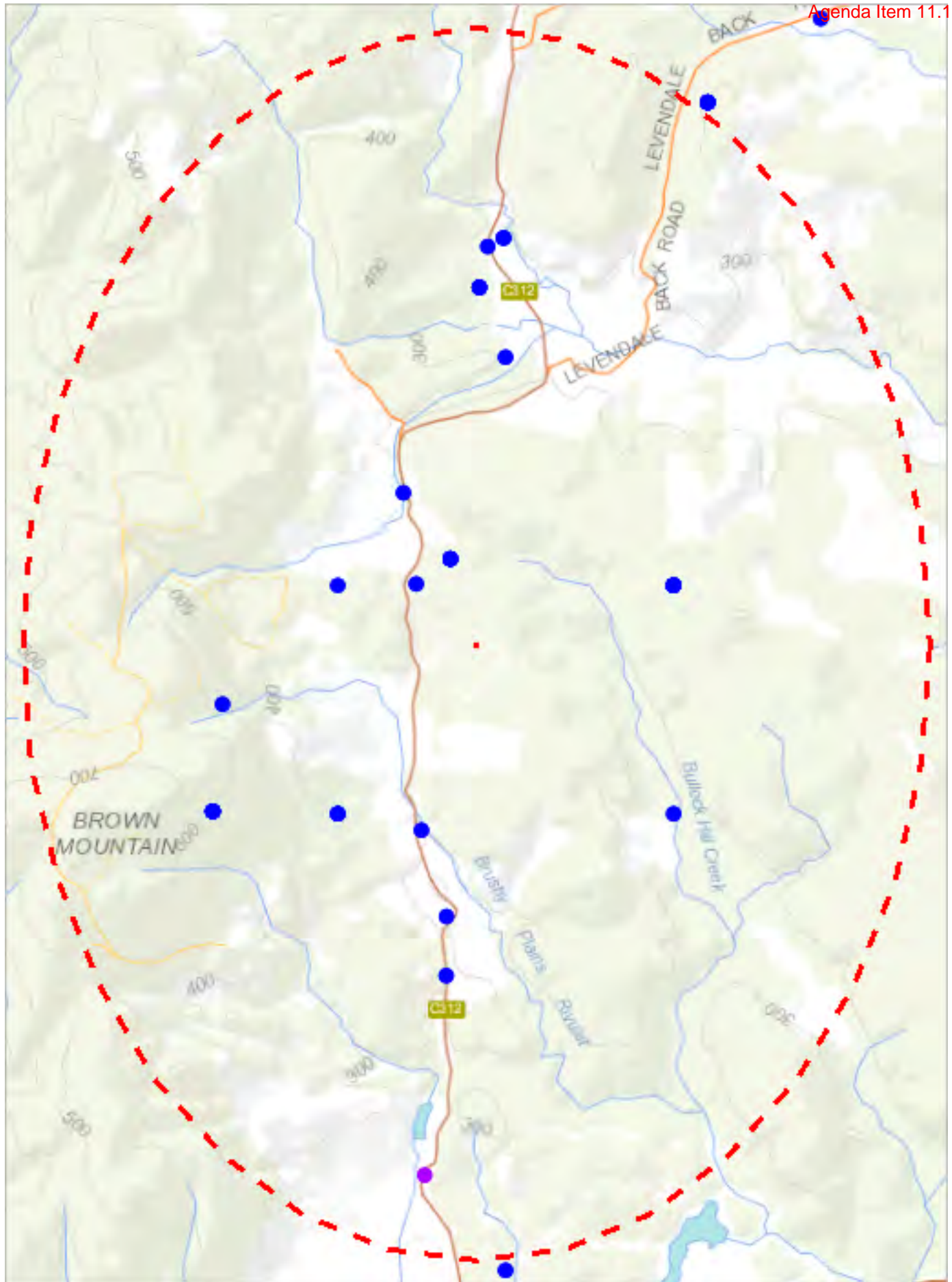
Telephone: 1300 368 550

Email: [ThreatenedSpecies.Enquiries@dpiwve.tas.gov.au](mailto:ThreatenedSpecies.Enquiries@dpiwve.tas.gov.au)

Address: GPO Box 44, Hobart, Tasmania, Australia, 7000

# Threatened fauna within 5000 metres

ATTACHMENT 232  
Agenda Item 11.1.1



542496, 5279765

Please note that some layers may not display at all requested map scales



# Threatened fauna within 5000 metres

Legend: Verified and Unverified observations

● Point Verified

● Point Unverified

— Line Verified

— Line Unverified

□ Polygon Verified

□ Polygon Unverified

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels



# Threatened fauna within 5000 metres

ATTACHMENT 3  
Agenda Item 11.1.1

## Verified Records

Species	Common Name	SS	NS	Bio	Observation Count	Last Recorded
<i>Aquila audax</i>	wedge-tailed eagle	pe	PEN	n	1	25-Sep-2008
<i>Aquila audax</i> subsp. <i>fleayi</i>	tasmanian wedge-tailed eagle	e	EN	e	13	08-Jul-2013
<i>Dasyurus maculatus</i> subsp. <i>maculatus</i>	spotted-tail quoll	r	VU	n	1	01-Jan-1996
<i>Dasyurus viverrinus</i>	eastern quoll		EN	n	13	28-Aug-1996
<i>Lathamus discolor</i>	swift parrot	e	CR	mbe	2	25-Oct-2009
<i>Perameles gunnii</i>	eastern barred bandicoot		VU	n	2	17-Nov-1991
<i>Sarcophilus harrisi</i>	tasmanian devil	e	EN	e	11	27-Feb-2016

## Unverified Records

Species	Common Name	SS	NS	Bio	Observation Count
<i>Sarcophilus harrisi</i>	tasmanian devil	e	EN	e	1

## Threatened fauna within 5000 metres (based on Range Boundaries)

Species	Common Name	SS	NS	BO	Potential	Known	Core
<i>Litoria raniformis</i>	green and gold frog	v	VU	n	1	0	0
<i>Pseudemoia pagenstecheri</i>	tussock skink	v		n	1	0	0
<i>Aquila audax</i> subsp. <i>fleayi</i>	tasmanian wedge-tailed eagle	e	EN	e	1	0	0
<i>Antipodia chaostola</i>	chaostola skipper	e	EN		1	0	0
<i>Aquila audax</i>	wedge-tailed eagle	pe	PEN	n	1	0	0
<i>Tyto novaehollandiae</i>	masked owl	pe	PVU	n	1	0	1
<i>Perameles gunnii</i>	eastern barred bandicoot		VU	n	1	0	1
<i>Dasyurus maculatus</i>	spotted-tail quoll	r	VU	n	1	0	0
<i>Dasyurus viverrinus</i>	eastern quoll		EN	n	0	0	1
<i>Lathamus discolor</i>	swift parrot	e	CR	mbe	1	0	1
<i>Sarcophilus harrisi</i>	tasmanian devil	e	EN	e	1	0	0
<i>Accipiter novaehollandiae</i>	grey goshawk	e		n	1	0	0
<i>Prototroctes maraena</i>	australian grayling	v	VU	ae	1	0	0
<i>Haliaeetus leucogaster</i>	white-bellied sea-eagle	v		n	2	0	0

For more information about threatened species, please contact Threatened Species Enquiries.

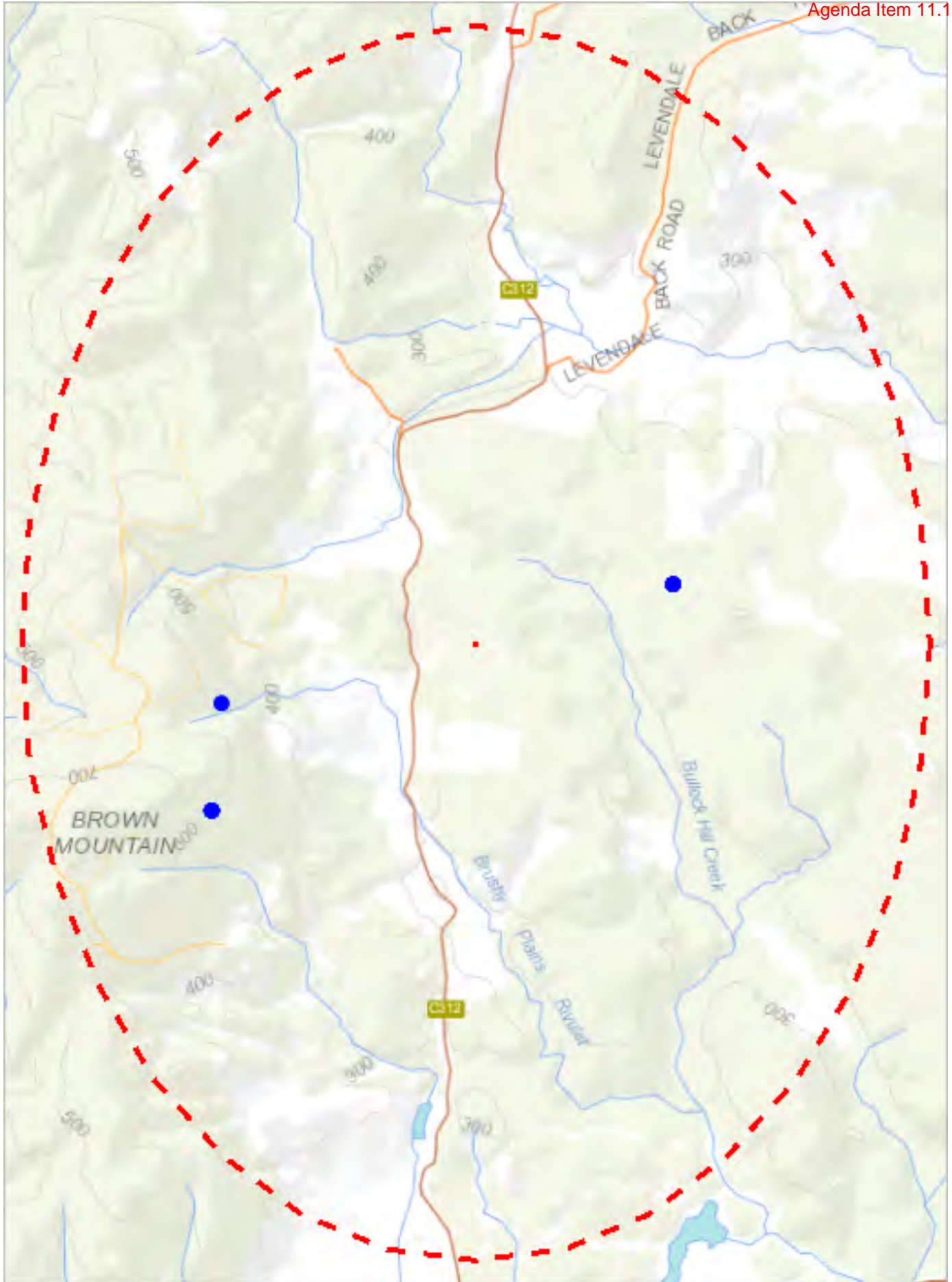
Telephone: 1300 368 550

Email: [ThreatenedSpecies.Enquiries@dpiwve.tas.gov.au](mailto:ThreatenedSpecies.Enquiries@dpiwve.tas.gov.au)

Address: GPO Box 44, Hobart, Tasmania, Australia, 7000

\*\*\* No Raptor nests or sightings found within 500 metres. \*\*\*

# Raptor nests and sightings within 5000 metres



542496, 5279765

Please note that some layers may not display at all requested map scales

# Raptor nests and sightings within 5000 metres

Legend: Verified and Unverified observations

● Point Verified

● Point Unverified

— Line Verified

— Line Unverified

□ Polygon Verified

□ Polygon Unverified

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels



# Raptor nests and sightings within 5000 metres

## Verified Records

ATTACHMENT 3  
Agenda Item 11.1.1

Nest Id/Location Foreign Id	Species	Common Name	Obs Type	Observation Count	Last Recorded
1384	Aquila audax	wedge-tailed eagle	Nest	1	25-Sep-2008
1384	Aquila audax subsp. fleayi	tasmanian wedge-tailed eagle	Nest	5	08-Jul-2013
2108	Aquila audax subsp. fleayi	tasmanian wedge-tailed eagle	Nest	1	08-Jul-2013
	Aquila audax subsp. fleayi	tasmanian wedge-tailed eagle	Sighting	7	08-Apr-1981

## Unverified Records

No unverified records were found!

## Raptor nests and sightings within 5000 metres (based on Range Boundaries)

Species	Common Name	SS	NS	Potential	Known	Core
Aquila audax	wedge-tailed eagle	pe	PEN	1	0	0
Aquila audax subsp. fleayi	tasmanian wedge-tailed eagle	e	EN	1	0	0
Tyto novaehollandiae	masked owl	pe	PVU	1	0	1
Haliaeetus leucogaster	white-bellied sea-eagle	v		2	0	0
Accipiter novaehollandiae	grey goshawk	e		1	0	0

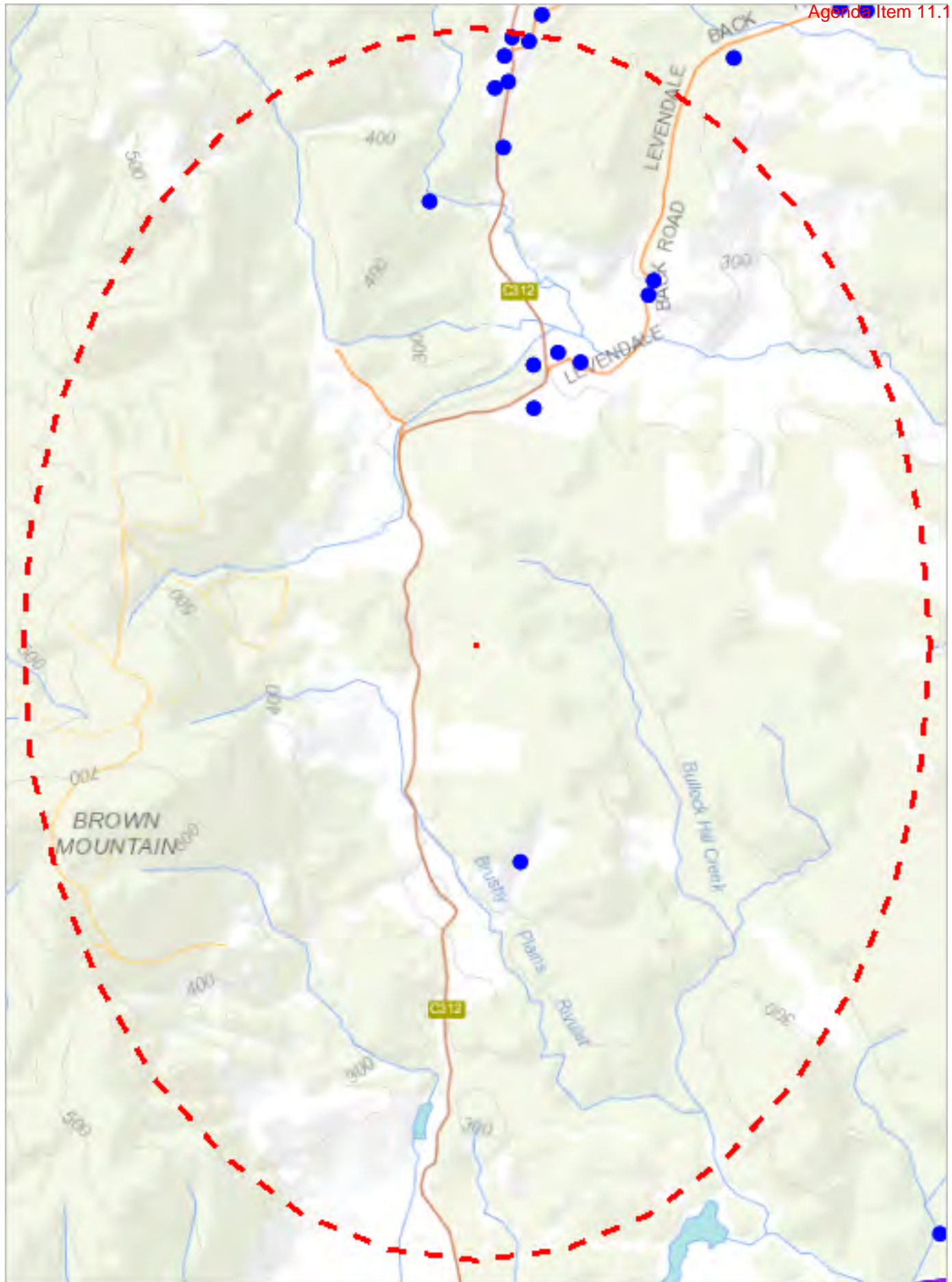
For more information about raptor nests, please contact Threatened Species Enquiries.

Telephone: 1300 368 550

Email: [ThreatenedSpecies.Enquiries@dpiwpe.tas.gov.au](mailto:ThreatenedSpecies.Enquiries@dpiwpe.tas.gov.au)

Address: GPO Box 44, Hobart, Tasmania, Australia, 7000

\*\*\* No Tas Management Act Weeds found within 500 metres \*\*\*



542496, 5279765

Please note that some layers may not display at all requested map scales

# Tas Management Act Weeds within 5000 m

Legend: Verified and Unverified observations

● Point Verified

● Point Unverified

— Line Verified

— Line Unverified

□ Polygon Verified

□ Polygon Unverified

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels



# Tas Management Act Weeds within 5000 m

## Verified Records

ATTACHMENT 3  
Agenda Item 11.1.1

Species	Common Name	Observation Count	Last Recorded
Erica lusitanica	spanish heath	12	22-May-2017
Ulex europaeus	gorse	2	01-Jan-2000

## Unverified Records

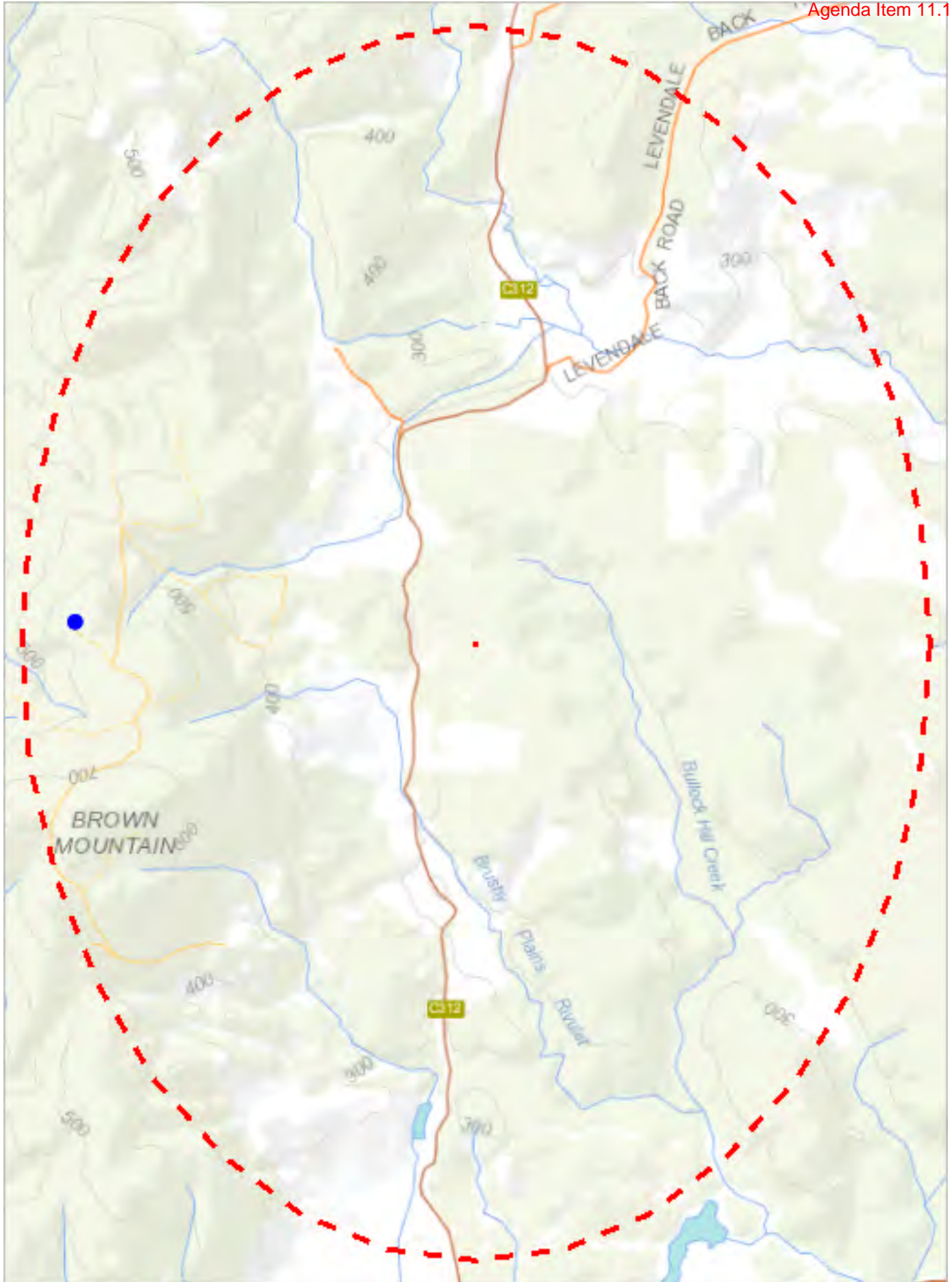
For more information about introduced weed species, please visit the following URL for contact details in your area:

<http://dpipwe.tas.gov.au/invasive-species/weeds>

\*\*\* No Priority Weeds found within 500 metres \*\*\*



# Priority Weeds within 5000 m



542496, 5279765

Please note that some layers may not display at all requested map scales

# Priority Weeds within 5000 m

Legend: Verified and Unverified observations

● Point Verified

● Point Unverified

— Line Verified

— Line Unverified

□ Polygon Verified

□ Polygon Unverified

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels



# Priority Weeds within 5000 m

## Verified Records

ATTACHMENT 3  
Agenda Item 11.1.1

Species	Common Name	Observation Count	Last Recorded
Verbascum thapsus	great mullein	1	10-Dec-1996

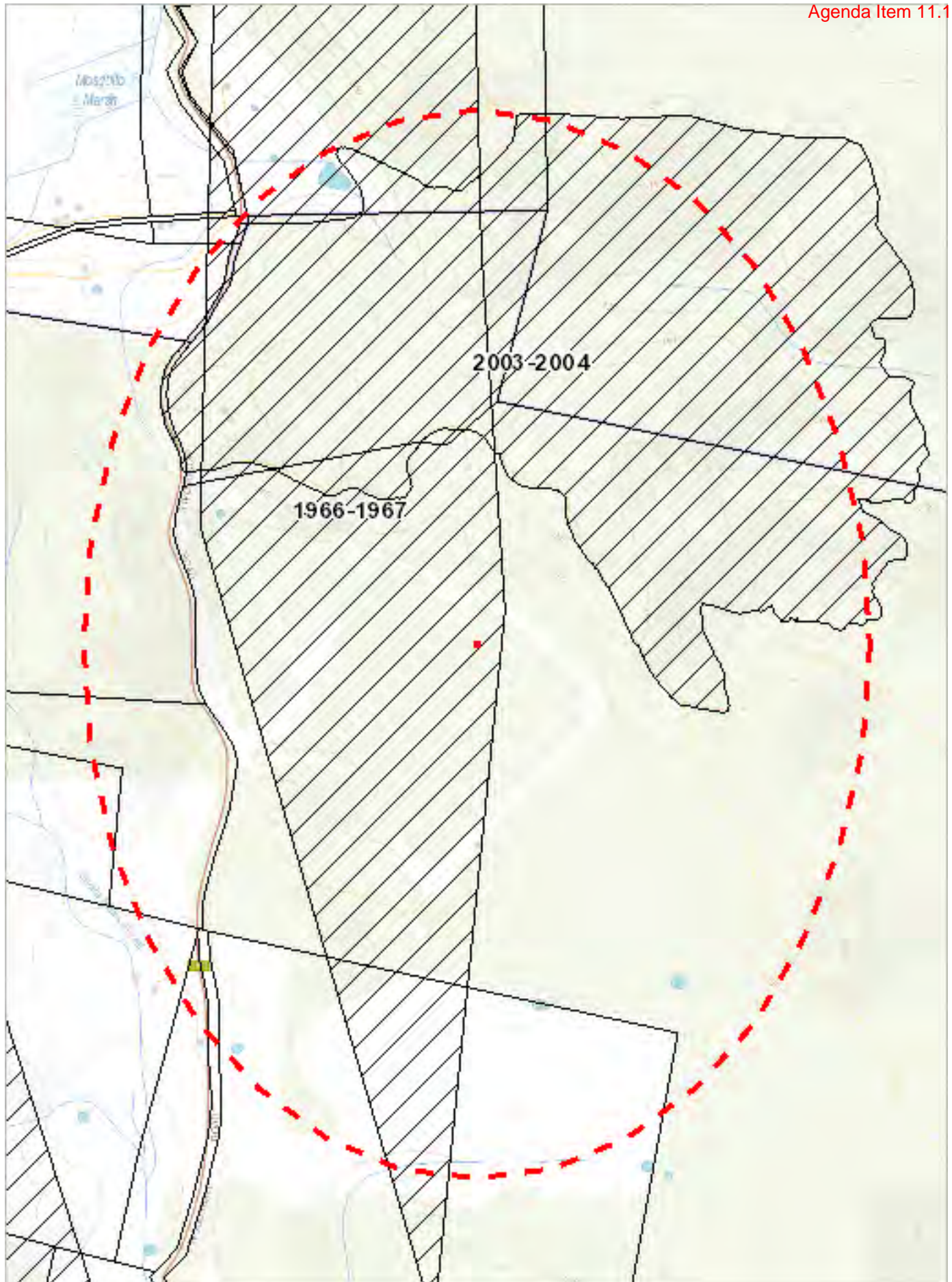
## Unverified Records

For more information about introduced weed species, please visit the following URL for contact details in your area:

<http://dpipwe.tas.gov.au/invasive-species/weeds>

\*\*\* No threatened Communities (TNVC 2014) found within 1000 metres \*\*\*

# Fire History (All) within 1000 metres






545475, 5283784

Please note that some layers may not display at all requested map scales

# Fire History (All) within 1000 metres

Legend: Fire History All

-  Bushfire-Unknown Category
-  Completed Planned Burn

 Bushfire

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels



## Fire History (All) within 1000 metres

Incident Number	Fire Name	Ignition Date	Fire Type	Ignition Cause	Fire Area (HA)
96044	Mosquito Marsh (FT)	09-Nov-2003	Bushfire	Accidental	95.27959444
	1967 Fire	22-Feb-1967	Bushfire	Undetermined	198780.41788592

ATTACHMENT 3  
Agenda Item 11.1.1

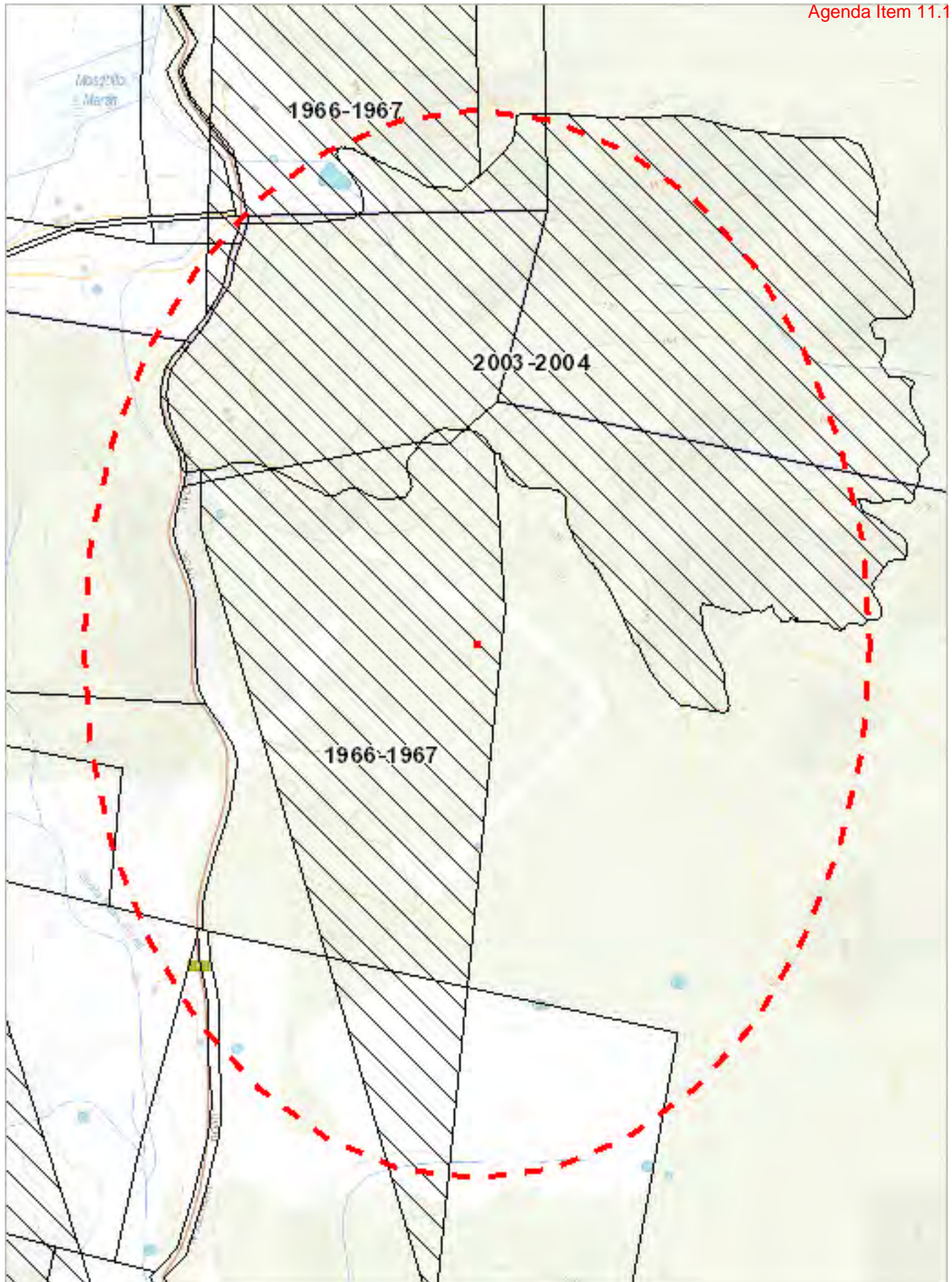
For more information about Fire History, please contact the Manager Community Protection Planning, Tasmania Fire Service.

Telephone: 1800 000 699

Email: [planning@fire.tas.gov.au](mailto:planning@fire.tas.gov.au)

Address: cnr Argyle and Melville Streets, Hobart, Tasmania, Australia, 7000

# Fire History (Last Burnt) within 1000 metres




545475, 5283784


Please note that some layers may not display at all requested map scales

# Fire History (Last Burnt) within 1000 metres

Legend: Fire History Last

 Bushfire-Unknown category

 Completed Planned Burn

 Bushfire

ATTACHMENT 3  
Agenda Item 11.1.1

Legend: Cadastral Parcels





## Fire History (Last Burnt) within 1000 metres

Incident Number	Fire Name	Ignition Date	Fire Type	Ignition Cause	Fire Area (HA)
96044	Mosquito Marsh (FT)	09-Nov-2003	Bushfire	Accidental	95.27959444
	1967 Fire	22-Feb-1967	Bushfire	Undetermined	198780.41788592

ATTACHMENT 3  
Agenda Item 11.1.1

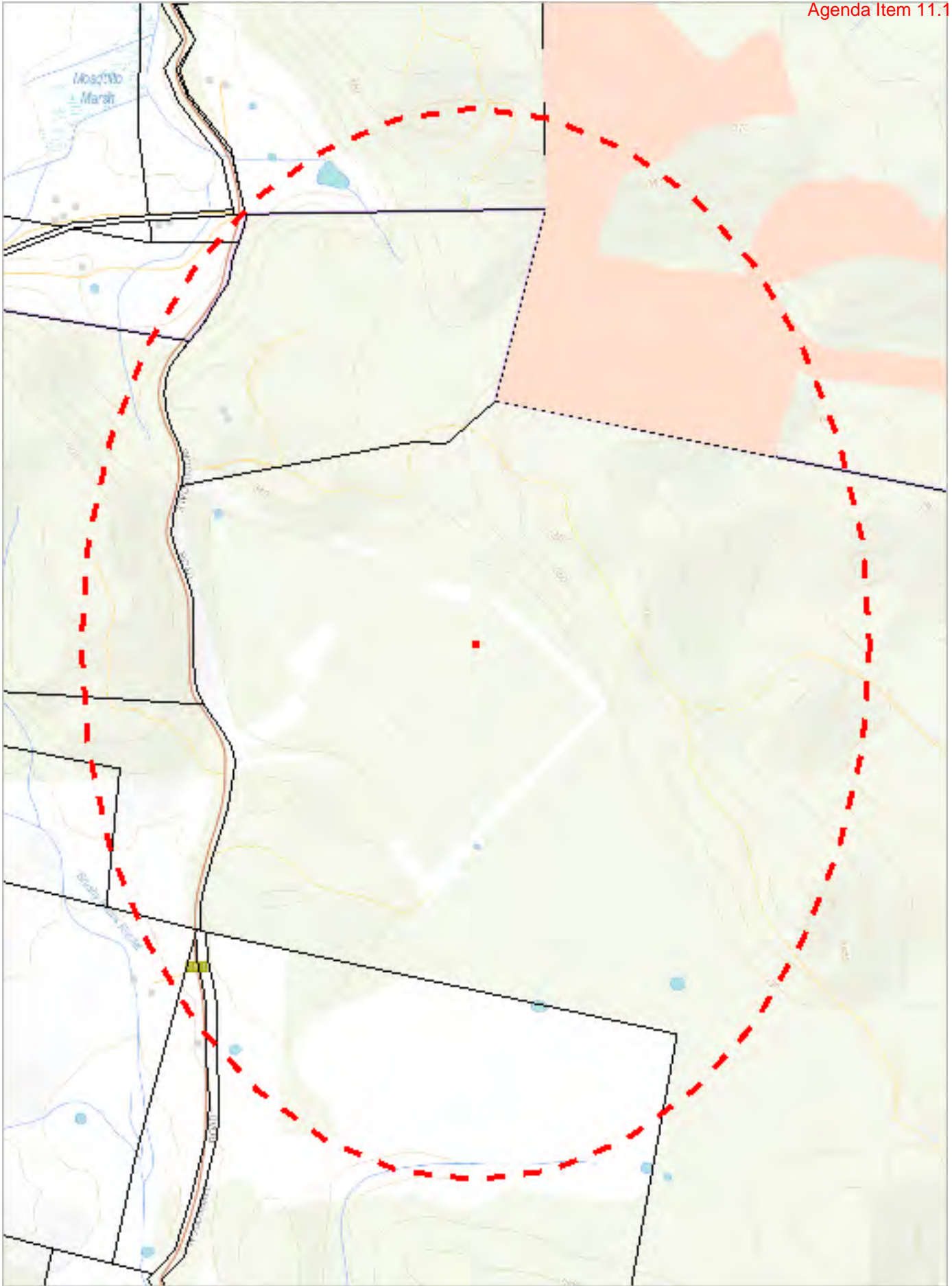
For more information about Fire History, please contact the Manager Community Protection Planning, Tasmania Fire Service.

Telephone: 1800 000 699

Email: [planning@fire.tas.gov.au](mailto:planning@fire.tas.gov.au)

Address: cnr Argyle and Melville Streets, Hobart, Tasmania, Australia, 7000


























# Reserves within 1000 metres



545475, 5283784

Please note that some layers may not display at all requested map scales

## Legend: Tasmanian Reserve Estate

-  Conservation Area
-  Conservation Area and Conservation Covenant (NCA)
-  Game Reserve
-  Historic Site
-  Indigenous Protected Area
-  National Park
-  Nature Reserve
-  Nature Recreation Area
-  Regional Reserve
-  State Reserve
-  Wellington Park
-  Public authority land within WHA
-  Future Potential Production Forest
-  Informal Reserve on Permanent Timber Production Zone Land or Forestry Tas. managed land
-  Informal Reserve on other public land
-  Conservation Covenant (NCA)
-  Private Nature Reserve and Conservation Covenant (NCA)
-  Private Sanctuary and Conservation Covenant (NCA)
-  Private Sanctuary
-  Private land within WHA
-  Management Agreement
-  Management Agreement and Stewardship Agreement
-  Stewardship Agreement
-  Part 5 Agreement (Meander Dam Offset)
-  Other Private Reserve

## Legend: Cadastral Parcels



## Reserves within 1000 metres

Name	Classification	Status	Area (HA)
	Informal Reserve on Permanent Timber Production Zone Land or Forestry Tas. managed land	Informal Reserve	124.027

ATTACHMENT 3  
Agenda Item 11.1.1

For more information about the Tasmanian Reserve Estate, please contact the Sustainable Land Use and Information Management Branch.

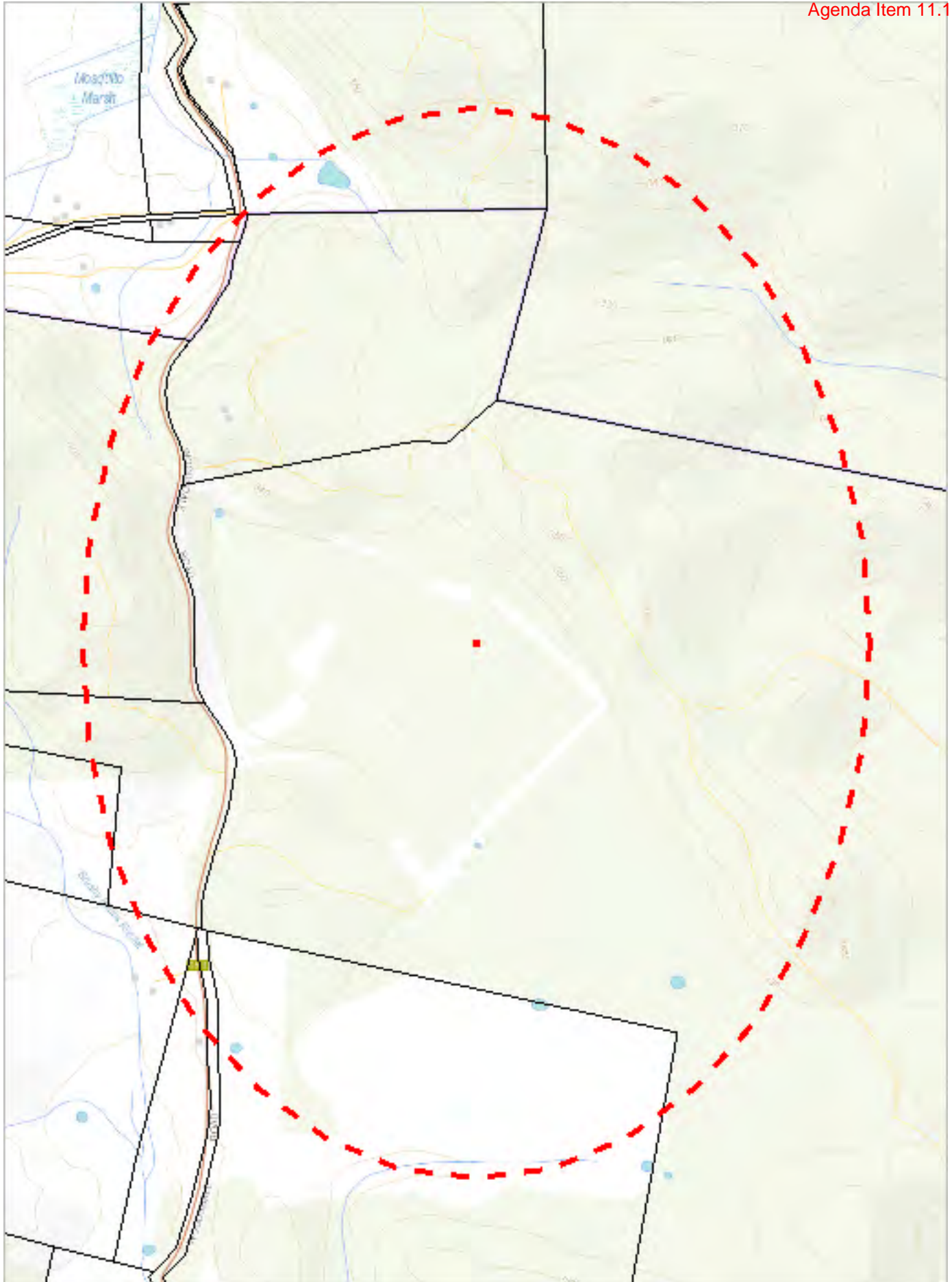
Telephone: (03) 6777 2224

Email: [LandManagement.Enquiries@dpiwve.tas.gov.au](mailto:LandManagement.Enquiries@dpiwve.tas.gov.au)

Address: GPO Box 44, Hobart, Tasmania, Australia, 7000

# Known biosecurity risks within 1000 meters

ATTACHMENT 195  
31/08/2015  
Agenda Item 11.1.1



545475, 5283784

Please note that some layers may not display at all requested map scales

# Known biosecurity risks within 1000 meters

## Legend: Biosecurity Risk Species

- Point Verified
- Point Unverified
- Polygon Verified
- Polygon Unverified
- Line Verified
- Line Unverified

## Legend: Hygiene infrastructure

- Location Point Verified
- Location Point Unverified
- Location Line Unverified
- Location Line Verified
- Location Polygon Verified
- Location Polygon Unverified

## Legend: Cadastral Parcels



## Verified Species of biosecurity risk

No verified species of biosecurity risk found within 1000 metres

## Unverified Species of biosecurity risk

No unverified species of biosecurity risk found within 1000 metres

## Generic Biosecurity Guidelines

The level and type of hygiene protocols required will vary depending on the tenure, activity and land use of the area. In all cases adhere to the land manager's biosecurity (hygiene) protocols. As a minimum always Check / Clean / Dry (Disinfect) clothing and equipment before trips and between sites within a trip as needed <http://dpiwwe.tas.gov.au/invasive-species/weeds/weed-hygiene/keeping-it-clean-a-tasmanian-field-hygiene-manual>

On Reserved land, the more remote, infrequently visited and undisturbed areas require tighter biosecurity measures.

In addition, where susceptible species and communities are known to occur, tighter biosecurity measures are required.

Apply controls relevant to the area / activity:

- Don't access sites infested with pathogen or weed species unless absolutely necessary. If it is necessary to visit, adopt high level hygiene protocols.
- Consider not accessing non-infested sites containing known susceptible species / communities. If it is necessary to visit, adopt high level hygiene protocols.
- Don't undertake activities that might spread pest / pathogen / weed species such as deliberately moving soil or water between areas.
- Modify / restrict activities to reduce the chance of spreading pest / pathogen / weed species e.g. avoid periods when weeds are seeding, avoid clothing/equipment that excessively collects soil and plant material e.g. Velcro, excessive tread on boots.
- Plan routes to visit clean (uninfested) sites prior to dirty (infested) sites. Do not travel through infested areas when moving between sites.
- Minimise the movement of soil, water, plant material and hitchhiking wildlife between areas by using the Check / Clean / Dry (Disinfect when drying is not possible) procedure for all clothing, footwear, equipment, hand tools and vehicles <http://dpiwwe.tas.gov.au/invasive-species/weeds/weed-hygiene>
- Neoprene and netting can take 48 hours to dry, use non-porous gear wherever possible.
- Use walking track boot wash stations where available.
- Keep a hygiene kit in the vehicle that includes a scrubbing brush, boot pick, and disinfectant <http://dpiwwe.tas.gov.au/invasive-species/weeds/weed-hygiene/keeping-it-clean-a-tasmanian-field-hygiene-manual>
- Dispose of all freshwater away from natural water bodies e.g. do not empty water into streams or ponds.
- Dispose of used disinfectant ideally in town through a treatment or septic system. Always keep disinfectant well away from natural water systems.
- Securely contain any high risk pest / pathogen / weed species that must be collected and moved e.g. biological samples.

## Hygiene Infrastructure

No known hygiene infrastructure found within 1000 metres

SOUTHERN  
MIDLANDS  
COUNCIL



# Sale of Anglican Church Properties In the Southern Midlands

A submission to the Anglican  
Diocese of Tasmania



Brad Williams – Manager Heritage Projects

Input and review by Tim Kirkwood, General Manager & Alan Townsend, Heritage Project Officer

Endorsed by Southern Midlands Council [insert date of endorsement]



## Executive Summary

This submission is made by the Southern Midlands Council to the Anglican Diocese of Tasmania to provide community feedback on the proposed sale of church property as part of fundraising efforts towards the National Redress Scheme.

In June 2018, in response to public enquiries and concerns, Council resolved to hold a series of public forums to gain direction from the community as to a response to the diocese. At that stage, Council had not resolved a position apart from clearly stating support for the Diocese for participation in the redress scheme.

The forums were held in all areas where churches (and in some cases cemeteries) are flagged for sale during July and August 2018. The forums were well advertised and were consistently structured with background information. Information sheets as provided by the diocese were circulated and questionnaires were circulated to gain a background on the demographics of attendees. The following are the key resolutions of the public feelings (green shading indicating those properties which are unlikely to be contentious in divestment, red shading indicating those where considerable community unrest can be expected should those properties not be exempted from sale):



Church/property	Summary of community feeling
Bagdad (St Michael's church)	The community is unlikely to oppose the sale of the church and it is suggested that discussions be held with the Education Department for possible acquisition of the property.
Colebrook (St James' church)	The community oppose the sale of this church and believe that its retention is essential for the growing Colebrook/Campania area.
Jericho (St James' church and cemetery)	The community reluctantly accept that the church will be sold, given that it has been deconsecrated and there is no current feasible means by which the community would buy or utilise the building. The community urges the Anglican Diocese to retain ownership and management of the cemetery. Nonetheless, subdivision of the church and cemetery may be physically difficult.
Kempton (St Mary's church, hall, cemetery and columbarium)	The community strongly oppose the sale of the church, cemetery or any land (etc.) and believe that the retention of St Mary's is a priority in a town which is a growth area and that the Anglican church is the only remaining church open in the town. There are questions as to the legality of any sale given that descendants of the land (and benefactors of the building cost) still live in the town and there are certain legal provisions in early bequests that require further consideration.
Lower Marshes (St John's church and cemetery)	The community, comprising mostly of descendants of the original donors of the land and building, wish to have first option of negotiation with the diocese for acquisition of the church and cemetery under a family trust or other entity.
Melton Mowbray (All Saints church, hall and cemetery)	The community are unlikely to oppose sale of the church and hall, noting that they are in the process of deconsecration and have been used by a community group (Rural Alive and Well) for some years. The community encourages discussion between the Diocese and RAW for continued occupation of the buildings. The community opposes privatisation of the cemetery and conclude that this should either be retained by the Diocese (as cemetery manager) or council (noting that the cemetery is on a separate title).
Tunbridge (St Oswald's church)	The community strongly oppose the sale of the church, however should the Diocese resolve to not exempt the church from sale the community wish to have the first option to consider alternative community uses.
Woodsdale (St Matthias church)	The community can demonstrate strong attendance of the church and good fundraising activities. There are concerns that if this church (and other nearby churches) close, the nearest Anglican church would be an hour away. Loss of this church would critically isolate the Anglican community of the Woodsdale area.



Council understands that the key driver for the process is:

- To net 25% of the proceeds of property sales as partial funding for the redress scheme.
- A portion of the remainder of proceeds to be used for new ministry development.
- A portion to be held in trust for future parish use.

Based on Government valuation (less expected fees) the total value of the eight churches proposed for sale in the Southern Midlands is \$970,000.

This means that around \$240,000 is required for redress from those eight properties.

The consultation undertaken by Council has concluded that:

- The community is unlikely to oppose the sale of four of the eight properties in the Southern Midlands.
- Based on government valuation, those sales should net around \$440,000.

This therefore will achieve the required 25% for redress, with a further \$200,000 for new ministry development and future parish use **and is unlikely to receive substantial public opposition.**

**Therefore, Council proposes that the sale of four properties should be sufficient to achieve the objectives of the Anglican Diocese and seek that the following churches be exempted from sale:**

- **St Mary's Kempton**
- **St Matthias Woodsdale**
- **St James' Colebrook**
- **St Oswald's Tunbridge.**

**Council also urges the Anglican Diocese to seek arrangements where the cemeteries associated with St James' Jericho and All Saints Melton Mowbray be retained under current management/ownership arrangements should those churches be sold.**



## The consultation process led by SMC

Southern Midlands Council, in response to public enquiries and concerns, resolved in June 2018 to lead a series of consultation forums in each area where churches are proposed for sale in order to gauge community responses and to facilitate a whole-of-municipal-area submission to the Anglican Diocese of Tasmania. Each forum was chaired by the Mayor of the Southern Midlands (Anthony Bisdee OAM), General Manager (Tim Kirkwood) and Manager Heritage Projects (Brad Williams). The following information was provided for the information and consideration of attendees:

- A printed 'slide show' (a sample is provided here as ATTACHMENT A) which included information on:
  - o Why the churches are proposed for sale (i.e. facts about the redress scheme, amount of funds to be raised etc.).
  - o How the money will be allocated (including what may be allocated back to local parishes).
  - o Unknowns about the process or allocation of funds.
  - o Brief history of the particular church.
  - o Heritage listings and their consequences.
  - o Council's role as a planning authority and an advocate.
  - o Process and timeframes for submissions.
  - o Details on cemetery sales where proposed, with citation of parts of the Burial and Cremations Act as well as informal advice from the General Manager of the Anglican Diocese.
  - o Suggestions of 'issues' to workshop in order to capture structured feedback (including whether the community can demonstrate continued Anglican use, alternatives community use, adaptive reuse options etc.).
  - o A questionnaire to capture information on demographics and association with the particular church/cemetery.
- The redress fact sheet and timeline chart as provided by the Anglican Diocese.
- The 'community submission guidelines' as provided by the Anglican Diocese (to forums held after the release of that document).

It was strongly conveyed at each forum that Southern Midlands Council commends the Anglican Diocese on their participation in the redress process and that the matter-at-hand was **not** to debate the merits of redress, but the point of property sales as part of that funding package.

A summary of each forum is provided here as ATTACHMENT B.



## Background of those attending the forums

A questionnaire was produced which sought to capture some background information on the attendees of forums and their association with the particular church. The individual results of these questionnaires are provided in the summaries in ATTACHMENT B, however the following provides an overall summary of the statistics:

- 90% of respondents attend the church regularly and have no dissatisfaction with the current ministry offering.
- 76% of respondents were christened and/or married in the church.
- 74% of respondents stated that they intend to have their funeral in the church and/or be buried in the associated cemetery (although many respondents made the caveat that if the cemetery were privatised they would not).
- 64% of respondents have close family interred in the cemetery.
- 90% of respondents believe that an active church is a critical part of a community.
- 70% of respondents concede that adaptive reuse may be a suitable means of preserving a church, however many gave the caveat that this should be a 'last resort'.

Although not measured via a specific survey question, a key theme emerging from all consultations is anecdotal evidence of fundraising, works and maintenance wholly by the local community (for churches, halls and cemeteries) and many of the attendees were long-time volunteers of labour. See further discussion in ATTACHMENT C.

The above shows that each community has a passionate Anglican community who are connected to the church and are well equipped to be speaking for the community.<sup>1</sup>

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<sup>1</sup> Note that these returns of questionnaires for Bagdad, Jericho and Melton Mowbray were low in number and not considered statistically viable, therefore not included here.

Key issues and resolutions arising from each forum

The tables below summarise the key issues, concerns and resolutions from each forum (with further detail provided here at ATTACHMENT B).

St Michael's Bagdad		
Reasons in support of sale	Reasons against sale	Community resolution
<p>Has not been used as a church since 2013 Cemetery is separate</p> <p>Building already actively used for other community purposes</p> <p>Land/building could be used for infrastructure to support school</p>		<p>There is a preference for the Department of Education to be the key negotiator with the Diocese for acquisition of the property for school purposes.</p>

St James' Colebrook		
Reasons in support of sale	Reasons against sale	Community resolution
	<p>Colebrook is a growth area and with closure of the Campania Anglican Church there is capacity for congregation growth. Retention of this church would be strategically sensible with population growth and a desire not to 'isolate' the Colebrook congregation.</p> <p>Strong feeling that the community should not have to 'defend' their church. Much work has been done to the building and grounds by volunteer labour.</p> <p>Regardless of congregation numbers, there is a strong desire to retain the ability to hold weddings, christenings and funerals in the church.</p> <p>The community is satisfied with current ministry arrangements.</p>	<p>The community are strongly opposed to the sale of the church.</p> <p>It is not considered feasible for any community group takeover.</p>



St James' Jericho		
Reasons in support of sale	Reasons against sale	Community resolution (church)
<p>Has been deconsecrated and not used as a church in several years. A case for Anglican use cannot be made.</p> <p>There is a substantial amount of maintenance/repair required and it is recognised that private ownership may be the best means to achieve this.</p> <p>There is no community group that has the means nor business-case for</p>	<p>The community do not wish to see the cemetery privatised and subdivision of the cemetery from the church may be problematic.</p> <p>The church and cemetery are of very high heritage significance with strong associations with prominent persons such as John Bisdee VC.</p>	<p>The community concedes that the church may be sold – preferably as a subdivided portion of land from the cemetery.</p>
		<p><b>Community resolution (cemetery)</b></p>
		<p>The community wish the Anglican Diocese to retain the ownership and management of the cemetery.</p>

St John the Evangelist Lower Marshes		
Reasons in support of sale	Reasons against sale	Community resolution
<p>The community – largely comprising of descendants from the donors of the church and land consider their acquisition of the church and cemetery (by way of a family trust) as the best means of preserving the site for future multi-denominational use as a church, meeting venue and cemetery.</p>	<p>The community believe they should not have to buy what they consider is already theirs, however concede that this may be necessary.</p>	<p>The community seek to hold priority negotiations with the Anglican Diocese for acquisition of the church and cemetery.</p>





<b>St Mary's Kempton</b>		
<b>Reasons in support of sale</b>	<b>Reasons against sale</b>	<b>Community resolution</b>
	<p>Kempton is a growth area and St Mary's is the only remaining (of 4) churches in the town. Closure of nearby Anglican churches (e.g. Melton Mowbray, Bagdad etc.) means that Kempton is an isolated Anglican community and the church is well-attended and population growth means that attendance rates may rise in coming years.</p> <p>The land, stone for the church and cost of building the church was borne largely by the Johnson family, who still live in the area. A caveat on the land gift from the family states that it is to be used as a church 'forever' and that all Johnson descendants are to 'own' their vault and right-of-way access to it. There is question as to whether the Diocese can legally sell the church (see ATTACHMENT C).</p> <p>The site must be seen as 'one'. It is not considered possible to separate the cemetery/columbarium from the church and subdivision of the site is not considered desirable/possible.</p> <p>Very high heritage significance – including Blackburn design, significant fitout, prominent persons interred, iconic townscape setting etc.</p> <p>Significant donated funds recently spent, including community funds on the organ installation.</p> <p>The community is satisfied with current ministry arrangements.</p>	<p>The community are strongly opposed to the sale of the church, cemetery or any part of the land, particularly given the active congregation, possible future congregation growth, high heritage significance of the site, possible legal implications and practical inability to separate any part(s) of the site.</p> <p>Community group takeover is not considered feasible.</p>







All Saints Melton Mowbray		
Reasons in support of sale	Reasons against sale	Community resolution
<p>Has been deconsecrated and not used as a church in several years. A case for Anglican use cannot be made.</p> <p>Adaptive reuse, preferably by a community group, is likely to be the most feasible future for the buildings.</p> <p>Rural Alive and Well are interested in further lease negotiations with the Diocese.</p>	<p>The community does not wish to see the cemetery privatised.</p>	<p>The community concedes that the church and hall may be sold.</p>
		<p><b>Community resolution (cemetery)</b></p>
		<p>The community wish the Anglican Diocese to retain the ownership and management of the cemetery, or otherwise for Southern Midlands Council to consider acquiring.</p>

St Oswald's Tunbridge		
Reasons in support of sale	Reasons against sale	Community resolution
	<p>The church is reasonably well attended.</p> <p>The church was built on donated land, with donated funds and all maintenance since construction has been done with locally raised funds and volunteer labour.</p> <p>Regardless of congregation numbers, there is a strong desire to retain the ability to hold weddings, christenings and funerals in the church.</p> <p>The community is satisfied with current ministry arrangements.</p>	<p>The community are strongly opposed to the sale of the church.</p> <p>The community is willing to pledge to undertake all future maintenance and upkeep of the church.</p> <p>If sale is the only option, the community would like first opportunity to consider alternative options (although no management structure nor funding arrangement has been proposed).</p>





**St Matthias Woodsdale**

Reasons in support of sale	Reasons against sale	Community resolution
	<p>The church is very well attended for a small country church. If this church were closed, the nearest would be Oatlands or Buckland (noting Buckland is also on the sale list) which would severely isolate the Woodsdale Anglican community, particularly in winter when travel can be hazardous.</p> <p>The church was built on donated land (descendants of the donors still live in the area), with donated funds and all maintenance since construction has been done with locally raised funds and volunteer labour. Regular fundraising efforts cover all maintenance of the building.</p> <p>The church and former school are considered to be the heart of the town and a 'heritage precinct' that must be kept publicly accessible.</p> <p>The community is satisfied with current ministry arrangements.</p>	<p>The community are strongly opposed to the sale of the church.</p> <p>If sale is the only option, the community would like first opportunity to consider alternative options (although no management structure nor funding arrangement has been proposed).</p>



### The economics of the process

Via the fact sheet released by the Anglican Diocese, Council is aware that the primary motivation for the sales is the need to raise some \$8m over ten years towards the National Redress Scheme. It is understood that 25% of the sale proceeds (an expected \$4.7m from the 108 properties) is earmarked for that scheme.

It is understood that of the remaining 75% of the sale proceeds, 25% will be used for the New Ministry Development Fund, of which 15% may be claimed by the parish for immediate initiatives (noting that the 'parish' extends through parts of the Southern Midlands, Northern Midlands, Central Highlands and Brighton municipal areas - therefore 'parish use' may not necessarily mean used at the town in which the church was sold). It is further understood that the remaining 50% would be held in trust for future parish use, which is assumed to be ongoing maintenance of buildings, provision of ministry etc.

The community's view is that the matter-at-hand is to raise the 25% of property value towards the redress scheme. The following table takes the government valuation of all the Southern Midlands properties proposed for sale as a means of understanding the economics of the primary financial aim of the process in this municipal area:

Property	Govt. value	Assumed net proceeds if sold <sup>2</sup>
Bagdad	\$115,000	\$105,000
Colebrook	\$150,000	\$135,000
Lower Marshes	\$44,000	\$38,000
Jericho	\$205,000	\$185,000
Kempton	\$270,000	\$245,000
Melton (church)	\$105,000	\$95,000
Melton (hall)	\$55,000	\$48,000
Tunbridge	\$85,000	\$78,000
Woodsdale	\$48,000	\$42,000
	<b>Net value</b>	<b>\$971,000</b>

The above table demonstrates the *probable* net sale proceeds from the eight church properties proposed for sale in the Southern Midlands. **For redress, the 25% required from these sales is therefore around \$240,000.**

<sup>2</sup> Less (e.g.) estate agents fees, conveyancing fees. Does not consider any additional legal fees for (e.g.) provision of saleable title.

The consultation undertaken within the Southern Midlands has indicated that the community is unlikely to oppose the sale of four of the eight churches, namely (and with assumed net proceeds listed):

Property	Govt. value	Assumed net proceeds if sold <sup>3</sup>
Bagdad	\$115,000	\$105,000
Lower Marshes	\$44,000	\$38,000
Jericho	\$205,000	\$160,000
Melton (church)	\$105,000	\$95,000
Melton (hall)	\$55,000	\$40,000
	<b>Net value</b>	<b>\$438,500</b>

The possible net proceeds from the sale of these four church properties would therefore cover the 25% of total property value required for redress, as well as around \$200,000 additional for the New Ministry Development Fund and/or to be held in trust for future initiatives, maintenance etc. This would net almost half of the estimate net proceeds of the proposed sales in the Southern Midlands **and not result in the sale of any churches which are likely to cause substantial community opposition.**

Even if in the event that subdivision and sale of the Jericho Church was not feasible, the sale of Melton Mowbray, Bagdad and Lower Marshes would still cover the amount required for redress.

Whilst it is appreciated that the Anglican Diocese seek to reap funds for new ministry development, the consultation undertaken throughout the Southern Midlands has unanimously concluded that **all communities are satisfied with the current ministry initiatives and do not seek any change in such** – which somewhat makes new initiatives redundant, therefore the question is being asked why these are needed?

It is understood and appreciated that the diocese seeks to hold in trust funds for essential upgrades, maintenance etc. of remaining properties, however as per the figures above, the sale of these selected properties would yield an additional \$200,000 above what is needed for redress. It should also be noted (as detailed below) that traditionally much (if not all) maintenance of sites, cemeteries and buildings has been undertaken by local communities through fundraising and volunteer labour – which would continue to ease the burden of maintenance and upkeep on the diocese. Through this process, communities have affirmed their commitment to maintain these buildings where possible particularly if this assists in keeping the churches open and active.

<sup>3</sup> Note that the assumed net proceeds figure has been lowered here for Melton Mowbray hall and Jericho church as the community do not support sale of the cemetery, therefore these *may* be sold with reduced landholdings. Note that cemeteries *probably* have little or no value, however this is merely an estimate of reduced value here.



## Legal, moral and ethical considerations

It is well-known that at least some of the churches which the community oppose the sale of were all built on donated land, with donated funds (generally raised by public subscription). The maintenance of most, if not all of these buildings has always been undertaken by local community fundraising and volunteer labour and no record has been found of substantial investment by the Diocese (as owner) for maintenance and upgrade of these buildings.

As an example, ATTACHMENT C provides some research on the history of title transfer of St Mary's Kempton which clearly states the intent of the donation of the land for that building and the desired perpetuity of such by the donor. Whilst Council has not sought legal opinion as to how these various intents, caveats (etc.) may have transferred through to current titles, there remains the moral and ethical consideration of whether it is appropriate that the *intent* of these gifts be undermined by the sale of these buildings against community wishes. For the St Mary's example, in brief (see ATTACHMENT C for full transcripts and further interpretation):

- The land was gifted by the Johnson family for the original chapel in 1828, as well as funds towards the building.
- Further land was donated by the Johnsons prior to 1845, as well as the stone, cartage and £50 towards the 'new' (i.e. current) church building.
- Wording in the various legal documents transferring the Johnson land include:
  - o *For the land at Green Ponds [i.e. Kempton] given by Mr. Joseph Johnson for the purposes of the Church and Burial Ground in connexion with the Church of England.*
  - o *[land given] upon the express condition that the Vault built by me [Johnson] on the above ground should be reserved with full ingress and egress thereto free from all mortuary or burial fees to me my heirs and assigns for ever.*
  - o *[in a Declaration of Trust to formalize Johnson's conditions in 1848]: The trustees were to hold the land Upon Trust to appropriate and dedicate the same and to hold and permit the same to continue and be forever dedicated to the purposes and holden solely for the Religious Community of Residents and Inhabitants of the Parish of Dysart in the County of Monmouth in Van Diemen's Land aforesaid and for the purpose of exercising the Doctrine Rights and Ceremonies of the United Church of England and Ireland as by the Law established"*
  - o *[in an 1848 Lands Titles Indenture] The Trustees conveyed a portion of the cemetery a plot of land 12 feet by 8 feet to Joseph Johnson, his heirs and successors, for the purpose of building a vault for himself and family. The memorial also includes a right of access to the vault site for himself, his heirs, servants, builders, etc.*



It is noted that there have been several transfers of the land between various legal entities of Trustees and the Church of England/Diocese of Tasmania since 1848, therefore the legal status of these conditions has not been tested. There remains however the moral end ethical question as to the status of the intent of the land donation (etc.) from the Johnson family. This is particularly pertinent as the Johnson family still live and have landholdings at Kempton – five generations of that family are interred in the vault and the cemetery and three generations of that family still utilise the church and live in the township – the building that their forebears built as per the conditions above.

**Local connections such as this have the potential to cause much community angst, legal challenges and significant bad-press against the Anglican Diocese if community wishes are not considered.**

Please refer to ATTACHMENT C for further discussion on the gifting of the land and building of St Mary's Kempton as well as some brief notes which also demonstrate that the Lower Marshes, Tunbridge and Woodsdale churches are all built on donated land with substantial funds donated and raised by local communities.

**The Diocese are urged to look closely at the specific legalities of any such gifts, caveats (etc.) in any sale process – and even in the case of a watertight legal right to sell, the Diocese are put on notice of the community perceptions of the moral obligations of the Diocese to honour the intent of these intergeneration community gifts which has been a strong message in the consultation undertaken here.**



## Community group involvement

Council notes from the correspondence from the Diocese (31/7/18) that transfer of ownership to a community group is a matter which the Diocese will consider. We understand that this would still require 'purchase' and our assumptions on this basis will be that a figure of around Government valuation would be a starting point for any negotiations.<sup>4</sup>

It is also noted that in correspondence from the Diocese (6/6/18) that the Diocese would be 'happy to negotiate with local communities who are interested to own and run their local cemetery'. It is assumed in this case that transfer of ownership would not be at 'real estate market value'.

The table below summarises each community and possible management bodies/community groups that have been the subject of discussions at each community forum – both for churches and cemeteries. The colour coding flags where it is likely that a mutually agreeable outcome *may* be foreshadowed i.e.:

- Green – where it is likely that community group acquisition might be feasible (subject to financial negotiations) in order to meet the stated objectives of the Diocese with little/no community opposition.
- Red - where the above is unlikely given current community feel.

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<sup>4</sup> Note that Government valuations have been used in this document as a basis point for any financial considerations. There has been strong opinion by some communities (e.g. Tunbridge, Kempton, Lower Marshes and Jericho) that these valuations are inflated and do not consider the restrictions on property use (e.g. heritage), the impost of (in some cases) becoming a 'cemetery manager' and the undesirability of owning a church that may be sold with community opposition.



Church/property	Church and other buildings	Cemetery
Bagdad (St Michael's church)	The community are generally supportive of negotiations with Bagdad School (i.e. Department of Education) for the acquisition of this church.	N/A
Colebrook (St James' church)	There is considered to be no community group in Colebrook that has the resources, management structure or strategic planning in-place for acquisition of this church and the community oppose sale.	N/A
Jericho (St James' church and cemetery)	<p>There is no current feasible means by which the community could buy or utilise the building. This has been tried in the past and not considered viable. Accordingly, the community does not oppose sale.</p> <p>Southern Midlands Council does not propose to seek acquisition of this church.</p> <p>The community has proposed that the Australian War Memorial be approached, given the association with J.H. Bisdee. This has not been explored and Council does not foresee a role in such process.</p>	<p>The community wish the Anglican Diocese to retain ownership and management of the cemetery and do not wish to become the cemetery managers.</p> <p>At this stage, council has not adopted a formal policy position in terms of increasing its role in the management of cemeteries – subject to the outcome of the overall Diocesan process. This can be further explored.</p>
Kempton (St Mary's church, hall, cemetery and columbarium)	<p>There is considered to be no community group in Kempton that has the resources, management structure or strategic planning in-place for acquisition of this church and the community oppose sale.</p> <p>Southern Midlands Council does not propose to seek acquisition of this church.</p>	<p>The community wish the Anglican Diocese to retain ownership and management of the cemetery and do not wish to become the cemetery managers.</p> <p>Southern Midlands Council does not wish to become cemetery manager.</p>
Lower Marshes (St John's church and cemetery)	The community, comprising mostly of descendants of the original donors of the land and building, wish to have first option of negotiation with the diocese for acquisition of the church and cemetery into family ownership.	
Melton Mowbray (All Saints church, hall and cemetery)	<p>Rural Alive and Well has been leasing the buildings for several years now for community outreach purposes. RAW wish to retain their occupation of the buildings – but on a leasehold basis. This will require resolution between the Diocese and RAW.</p> <p>In any case, the community do not oppose sale.</p>	<p>The community wish the Anglican Diocese to retain ownership and management of the cemetery and there is no local body suitable to become cemetery managers.</p> <p>Southern Midlands Council does not wish to become cemetery manager.</p>





Tunbridge (St Oswald's church)	The community strongly oppose the sale of the church, however should the diocese resolve to not exempt the church from sale the community wish to have the first option to consider alternative community uses.	N/A
Woodsdale (St Matthia's church)	There is no community group in Woodsdale that has the resources, management structure or strategic planning in-place for acquisition of this church and the community oppose sale.	N/A



ATTACHMENT A

Example of the 'slide show' provided to each community group.

SOUTHERN  
MIDLANDS  
COUNCIL



# ANGLICAN CHURCH PROPOSED SALES SOUTHERN MIDLANDS

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COMMUNITY CONSULTATION FORUMS – JULY-AUGUST 2018

FACILITATED BY SOUTHERN MIDLANDS COUNCIL

TIM KIRKWOOD – GENERAL MANAGER

BRAD WILLIAMS – MANAGER HERITAGE PROJECTS

ENQUIRIES – BRAD WILLIAMS 0418 303184 [MAIL@SOUTHERNMIDLANDS.TAS.GOV.AU](mailto:MAIL@SOUTHERNMIDLANDS.TAS.GOV.AU)

# FORMAT OF THIS SESSION

## PART I – 15 mins – FACTS AND UNKNOWNNS

- Introducing why this is happening
- What will be done with the proceeds of the sale (and what may be returned to the local community)
- The history and significance of St James' Church
- Council's role
- Heritage protection
- Possible outcomes
- Timeframes

PART 2 – 30 mins – Community workshop

- What does the community want?
- How might the community use and sustain the church?
- Other uses?
- Council's role?
- Who will make any submission?
- Content of any submission?

# WHAT IS HAPPENING AND WHY?

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DRAWN FROM PUBLIC RELEASES FROM THE  
ANGLICAN DIOCESE



# THE CHURCHES BEING CONSIDERED FOR SALE

- All Saints Church and Hall Melton Mowbray
- St James Church Colebrook
- St James Church Jericho
- St John the Evangelist Lower Marshes
- St Marys Church, Hall and Burial Ground Kempton
- St Oswalds Church Tunbridge
- St Matthias Church Woodsdale
- St Michaels Church Bagdad

## WHY.....?

- Redress Fund [points below taken from the Anglican Diocese of Tasmania Redress Fact Sheet]
  - *The Anglican Diocese of Tasmania believes that providing redress (payment, counselling, opportunity for apology) to victims of sexual abuse is the right thing to do. It provides restorative justice, recognition and support for survivors.*
  - *The Diocese has decided to join the National Redress Scheme, an independent government scheme to provide redress.*
  - *The Diocese anticipates 150 survivors will come forward for redress and that will result in a financial liability of \$8m over the next ten years.*
  - *The Diocese cannot fund \$8m out of its operations, nor fund loan repayments to that magnitude.*
  - *The Diocese will rely on sale of assets (including property and investments from previous property sales).*



# IT IS IMPORTANT TO NOTE

- Southern Midlands Council supports national redress scheme and the compensation/support of victims of sexual abuse.
- Similarly, council commends the Anglican Diocese for their commitment to that scheme.
- **The matter-at-hand for discussion here is the sale of church property for the funding of the Anglican Diocese commitment to the redress scheme.**

# HOW THE DIOCESE INTENDS TO RAISE \$8M.....?

- Synod has decided (2/6/18) to fund that \$8m from:
  - *Around \$2.9m from levies (of 25%) on funds from past property sales.*
  - *Around \$1.1m from direct contributions from larger parishes.*
  - *Around \$4.7m from levies (of 25%) of the net proceeds of the sale of 108 properties.*
    - *i.e. \$18.8m of property (net value) is intended to be sold.*

## HOW WILL THE FUNDS \$18M BE ALLOCATED.....?

- The proceeds of sale will be allocated to:
  - *25% to the Redress Fund*
  - *25% to the New Ministry Development Fund, of which 15% may be reclaimed by the parish.*
  - *50% to remain in trust for Parish use.*

*The aim being that up to 65% of the sale proceeds be made available for local parish use through current and future 'new ministry initiatives'.*

## AFTER REDRESS, WHAT'S IN IT FOR JERICHO (\$). . . . . ?

- Note that the only remaining Anglican Church in Southern Midlands will be St Peter's Oatlands. 9 proposed for sale, 5 already sold.
- Assume St. James sells for the Government valuation of \$205,000 (less fees – say \$200,000).
  - *\$50,000 to the Redress Fund*
  - *\$30,000 may be reclaimed by the parish for 'new ministry development' (not necessarily at Jericho)*
  - *\$20,000 goes into the 'new ministry development fund'*
  - *\$100,000 to remain in trust for Parish use (not necessarily at Jericho)*

## IN BRIEF, WE ARE BEING TOLD:

- \$50,000 from the sale of St James will be for redress
- \$150,000 for ‘the new ministry development fund’
  - *This fund is for ‘change and revitalization’ of parish activities (advice of Diocese Registrar) which the Diocese currently cannot financially sustain.*

*“New ministry initiatives are not dependant on a building. It’s true that there is a need to meet somewhere, but a gathering of people meeting to learn about Jesus and worship God doesn’t need to own a building for this to happen”.* Advice from Diocese Registrar.

# WHAT WE DON'T KNOW

- The church have not, and are under no obligation to disclose their financial position as part of this process (apart from saying they don't have \$8m).
- What 'non-liturgical' property or assets the Anglican Diocese own. (including any trusts/bequests for individual churches).
- The specific legalities of a range of property issues surrounding individual churches, bequeaths, land tenure etc.

# BRIEF HISTORY OF ST JAMES

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- Original church built on/near the site c1834 – land donated by the ‘Sandhill’ Estate (Bryants).
- Original church funded wholly by public subscription (50% by Harrison of Grove House).
- In disrepair by 1883 and replaced by the current Henry Hunter designed building – funds by public subscription (Largely Harrison and Bisdee). Consecrated 1888.
- Building and grounds largely unchanged in over 130 years.
- Deconsecrated 2008.
- At least 270 burials.







# HERITAGE LISTINGS

- St James is on the Tasmanian Heritage Register and the local planning scheme heritage schedule, which does give some ‘bricks and mortar’ protection to the building. What this does not do is:
  - Protect the contents
  - Guarantee public access. If someone buys the church, they are within their rights to not allow public access to the church.
  - The listings don’t provide much protection to the setting of the place. A new owner could plant screening trees, build ancillary buildings (e.g. garages, sheds, fences etc. – but subject to heritage approvals) and generally diminish the setting of the place.

# PROCESS

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# COUNCIL'S ROLE

- In legal terms, this is a property matter in which council technically has no role
- The Anglican Diocese are legally the owners of the churches and cemeteries
  
- Planning Authority
- Advocate/facilitator of community input

**These forums are facilitated by Council to communicate facts, to hear community views and (if desired) formulate a consolidated community response.**

**This does not necessarily reflect any formal Council (or staff) view or opinion.**

# DIOCESE SUGGESTION AS TO COUNCIL'S ROLE

ADVICE FROM DIOCESE GENERAL MANAGER

- To work with a local parish to support a submission that the parish retain a building
- Help the local community to develop a reasoned proposal. Backed by evidence, about the future ownership and use of a church building.
- Communicate back to the diocese some of the common concerns and objections relating to the possible sale of buildings.
- Work with the diocese to enable the subdivision of cemeteries from the church lands in select cases in an efficient and cost effective manner.

# THE DIOCESE/PARISH PROCESS/TIMEFRAMES

- Diocesan Council has already signed up to redress
- Synod has approved the intent for the sales (to sell is the current 'default' position)
- The Diocese have presumably commenced in-principle sale preparation
- Community may make submissions by 1<sup>st</sup> September
- Parishes may make submissions by 1<sup>st</sup> October
- Diocese will consider submissions for 'exemption from sale' on 1<sup>st</sup> December
- If not 'exempt', deconsecration, closure and sale process will commence

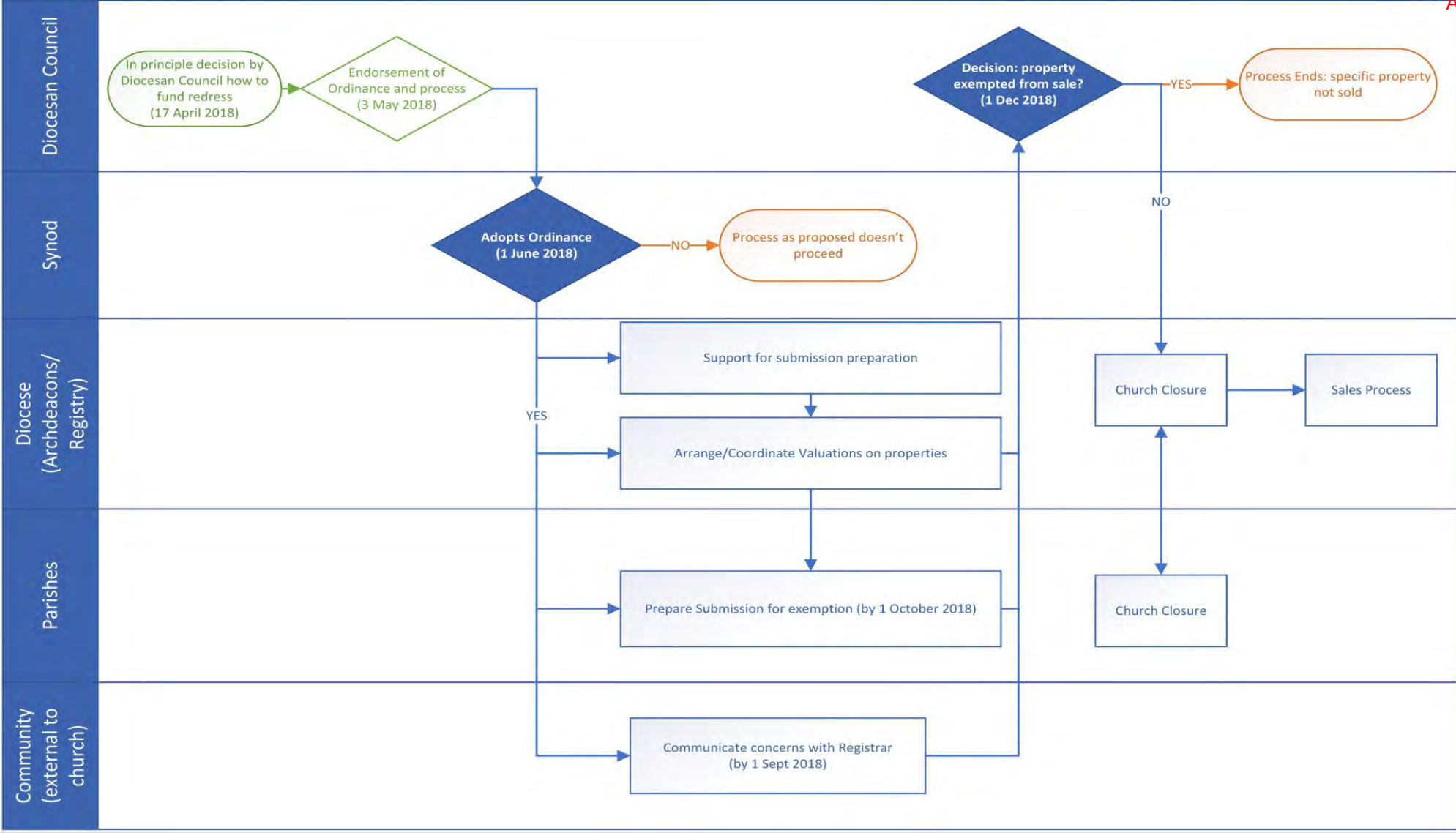
Note that as the 'property owner', the Diocese are not legally obliged to consult with the community.

The deconsecration process consults with the parish electors, but the final decision rests with the Bishop.

# Redress Proposal Process - Property

Phase

ATTACHMENT  
Agenda Item 14.1.2





# IF CEMETERIES ARE TO BE SOLD

ADVICE FROM THE DIOCESE GENERAL  
MANAGER

- Where possible, cemeteries would be sold to purchasers who would be able to continue to manage the cemetery under the Burial and Cremations Act. These would include funeral homes and commercial cemetery managers, local councils.
- Diocese are willing to negotiate with local communities who are interested to own and run their local cemetery.
- Some cemeteries may be retained and then managed centrally on a commercial (or at least revenue neutral) basis.
- Some cemeteries may be sold into private hands. This is most likely to apply to disused cemeteries.

# THE BURIAL AND CREMATION ACT

(BRIEF POINTS)

- An active cemetery can be sold into private hands
- A 'cemetery manager' (e.g. a new owner) must be deemed a 'fit and proper person'
- A cemetery manager must permit any person to have access free of charge at any reasonable time to visit monuments and graves in any portion of the cemetery.
- A cemetery manager has an obligation to allow interments, but may impose a 'prescribed fee' and to direct the location in the cemetery.
- Pre-purchased plots must be honoured up to 25 years from purchase. After that time, these need to be re-negotiated.
- A cemetery manager may direct that a pre-purchased plot be elsewhere in the cemetery.
- A cemetery manager may removed burial surrounds (but not headstones) if they have insufficient funds for maintaining the cemetery.
- A cemetery may be closed 30 years after the last interment (subject to a process, human remains may be removed and reinterred elsewhere).

# COMMUNITY WORKSHOP

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CONSIDERATION – OPTIONS - ACTIONS



## ISSUES (BROADLY)

- The church and hall – can the community demonstrate continued use?
- If not – consider adaptive reuse options and consequent heritage/community impact
- Collections, fittings and movable heritage (e.g. pews, honour boards, memorial furnishings)
- Loss of public access – e.g. loss of place of worship, use for funerals, weddings etc.
- Access to, management and continued use of cemetery
- Subdivision and further development (curtilage, setting etc.)
- Public/congregation funded prior works (e.g. restoration etc.)
- Donated land

## KEY ISSUE – CAN THE COMMUNITY DEMONSTRATE CONTINUED USE?

If the community wish to retain a church, an application is to be made to the Diocesan Council to ‘exempt’ a church from the sale process. The criteria for exemptions is primarily about the ministry and mission needs in a parish [advice from Diocese General Manager].

*“the local community to develop a reasoned proposal, backed by evidence, about the future ownership and use of a church building”.*

**It seems that unless a parish/community can demonstrate that a church will be continually used for Anglican worship, then that church will be sold.**

Note that St James **has been deconsecrated**. A case for continued Anglican use cannot be made.

**It also seems that if a community wish to retain a church for other (i.e. non-Anglican worship uses) then they will have to raise funds to buy it.**

# ALTERNATE COMMUNITY USES?

- Is the community willing to facilitate other uses (that will maintain public access)?
- What alternative use may be desired if not used as a church?
- How can the community raise funds for purchase of the church and ongoing maintenance?
- Management structure?

# ADAPTIVE REUSE

If the church is sold, what potential new uses may be acceptable? E.g.

- Residential
- Commercial

# SUBMISSION TO THE DIOCESE

(BY OCTOBER 1<sup>ST</sup>)

- Key points that the community wish to be communicated (Council officers to record)



ATTACHMENT B

Summary of each forum



## Summary of Community Consultation

### Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	St Michaels	<b># attending</b>	8	% of resp.
<b>Date</b>	31/7/18	<b>Forms returned</b>	2*	
<b>Location</b>	Bagdad Community Club	<b>Would attend church</b>		
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>		
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>		
		<b>Maint. as church important?</b>		
		<b>Adaptive reuse an option?</b>		

\*2 returned forms are not considered statistically viable.

#### KEY POINTS

- It is noted that St Michael's has not been used as a church since 2013 but has not been de-consecrated.
- The church building is already in active use for community purposes.
- The general tenor of the community is that there is no strong desire to retain the church for active Anglican use.
- It is noted that the cemetery is detached and services at Pontville or graveside services have been the usual since 2013.
- There are believed to be a range of planning issues associated with the church, including sewer across the adjoining private property and driveway access.
- It is believed that the Education Department may be interested in the land for school expansion (carpark), but the building is not desired as it is not fit for purpose for school use (a building inspection is to be forthcoming). The school has a Master Plan in place – the tenure/use of the church/land as part of that plan is not clear.
- The current parking and bus pickup/dropoff arrangements at the school are not satisfactory and church land may assist in rectifying certain safety issues.

- There was a question as to whether the church could be demolished or relocated. SMC heritage officer advised that it would be a difficult process to de-register the church as it would need to be demonstrated that the place had no historic heritage significance, and that is not likely. The heritage listing might not preclude further development of the land, subject to approvals and possible heritage impact.
- There was a question as to whether the building would be worth the Government valuation given possible planning issues.

#### ANY MATTERS OF CONTENTION

- All community thoughts and feelings were unanimous. It was asked whether there may be a feeling in the community that sought to retain the church for Anglican worship however the community members present did not indicate that there was.

#### RESOLUTIONS/KEY POINTS

- The community are unlikely to oppose the deconsecration and sale of the church.
- Use/acquisition by the school, whether whole or in part, may be strategically beneficial to the school master plan, but the building may not be fit for purpose.

#### ACTIONS

Action	Person responsible
Further discussion with relevant Ministers (e.g. Education) as to the school master plan and where the church/land may fit with that.	TK (via Jen Butler and Jane Howlett).



## Summary of Community Consultation Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	St James Colebrook	<b># attending</b>	16	% of resp.
<b>Date</b>	23/7/18	<b>Forms returned</b>	11	
<b>Location</b>	Colebrook Hall	<b>Would attend church</b>	10	90
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>	11	100
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>	6	54
		<b>Family buried in cemetery</b>	9	82
		<b>Maint. as church important?</b>	11	100
		<b>Adaptive reuse an option?</b>	10	90

### KEY POINTS

- The community indicated unanimous support for the redress scheme, however resoundingly and unanimously does not support the sale of churches to fund such. It was noted that Tasmania is the only state where the Anglican Diocese are doing so, and the group were appalled (to say the least) that the Anglican Diocese is even considering this.
- It was noted that 75% of sale proceeds are to go to 'new ministry initiatives'. Whilst the community indicated that they don't understand exactly what that is – there was a unanimous resolution that 'new ministry' is desired and that the current ministry and functioning of the church is satisfactory.
- The church, grounds etc. have had a number of volunteer projects undertaken over the years at no cost to the church (e.g. gates).
- Whilst the church only has approximately 4 regular attendees, monthly services continue and it is recognised that with the previous sale of the Campania Church and with Campania being a growth area that the congregation may increase in the future. It was noted that if Colebrook were sold, and with the proposed sale of Richmond, that Oatlands would be the nearest place for Anglican services which is not feasible. Some feeling was expressed at the irrelevance of current numbers, given that the church is 'sacred' and needs to be preserved for the use of future generations and that sale would totally preclude that.
- The community resolved in a unanimous and very strong message of 'hands off our cemetery' – i.e. that sale of the cemetery would not be tolerated under any circumstances. Forum facilitators made it clear on a number of occasions that the Colebrook Anglican cemetery is not on the list of Anglican

properties for sale and that there has been no indication that the cemetery will be sold. In fact, the Anglican Diocese are working with Council for an extension of the cemetery into the adjacent road reserve.

- Despite the cemetery being retained, there was very strong community unease about not being able to hold funeral services in the church if it is sold.
- Despite the proposed cemetery extension, there is community concern that the cemetery will reach capacity in coming decades. It is desired that the church be retained and a lawn cemetery established in the rear of the grounds.
- From a geographic and strategic point of view, retention of the Colebrook, Oatlands and Kempton Anglican Churches would give a good 'spread' of locations across the Southern Midlands (subject to consultation on other churches and how/if they may fit with such a spread).
- There was a question as to whether the Anglican church own any other property at Colebrook that could be sold to fund redress instead of the church.
- Noting that there were 16 attendees, it was also noted that a lot of elderly people could not make an evening meeting in winter and that their views should be considered. BW offered further consultation one-on-one if necessary and can be contacted via the details provided. Further questionnaire sheets to be left at the roadhouse (note that further correspondence has since been received from some people who could not attend – via the history room).
- The community expressed a desire to use the church for other functions such as concerts etc. (although noting that there is a hall at Colebrook which could also be used). There is a willingness to manage such initiatives.
- There was demonstrable emotion with some members of the forum who cannot comprehend why the community needs to justify the retention of the church – that this should never be considered in any case.
- When suggested that the community buy the church themselves, there was the feeling that those funds could not be raised, and in any case the community believe they should not have to 'buy' something 'which is already theirs'.
- A member of the community provided the following summary of their view of the community feelings arising from the forum:
  - o *The church should be maintained while the elderly members of the community are alive. They have seen so many changes in their lifetime and now they are selling off the sacred building that they have been involved with for more years than I have been alive. The distress and anguish that this is causing the senior members of the community is a disgrace. Also the families of people buried in the cemetery, especially in the rural areas, are very upset, very distressed and feel let down by the Anglican Church. After all, no other state finds this necessary!!! Shame on the Anglican Church and shame is the reason you propose this.*

**ANY MATTERS OF CONTENTION**

- All community thoughts and feelings were unanimous.

**RESOLUTIONS/KEY POINTS**

- The community are adamant St James must be maintained for community use as an Anglican place of worship and that the church is a sacred part of the community that should not be something that can be sold.
- Given the fact that Colebrook/Campania is a growth area and that the Campania church has already been sold, the future religious needs of the area must be considered as the population grows. Strategically within the Southern Midlands, it is seen that Colebrook must have an active church.
- That under no circumstances will the community tolerate sale or privatisation of the cemetery (noting that this is not proposed).
- The concept of redress is supported.
- That the community opposes any notion of 'buying' the church themselves and that would be seen as buying something that should be a part of the community anyway.
- The community is not dissatisfied with the current ministry and that 'new ministry initiatives' are not warranted.

**ACTIONS**

Action	Person responsible
Check LIST for any other Anglican land at Colebrook.	Brad Williams (completed – none found).
Drop more questionnaire sheets at the roadhouse.	Brad Williams



## Summary of Community Consultation Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	St James, Jericho	<b># attending</b>	60	% of resp.
<b>Date</b>	14/8/18	<b>Forms returned</b>	6*	
<b>Location</b>	Jericho Hall	<b>Would attend church</b>		
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>		
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>		
		<b>Maint. as church important?</b>		
		<b>Adaptive reuse an option?</b>		

\*6 respondents of 60 attendees is not considered statistically viable.

### KEY POINTS

- The meeting was attended by around 60 people.
- It was acknowledged that the church has been disused for some years and has been de-consecrated. On that basis, the notion of preparing a submission which attempts to demonstrate ongoing use of the building was futile.
- The community wish to see the church retained as a public space however could not see any means by which the community could buy it, nor suggest any means by which a firm business case nor management structure could be developed.
- It was suggested that the Australian War Memorial be contacted to seek their interest and that particularly given the J.H. Bisdee association and the recently restored avenue of honour that the building could be used as a museum. Note that recent efforts to establish a museum in the building have been made and the collection largely relocated to the Oatlands and District Historical Society. It should also be noted that whomever wished to establish a museum would still need to purchase the building.
- Reluctantly, the community concede that sale of the church and adaptive reuse for another purpose may be the best and only means by which the building can be preserved and maintained. It is noted that the building is a very significant heritage building and in particular the stained-glass windows are of very high significance. Council's heritage officer noted that the building is on the Tasmanian Heritage Register and the local planning scheme heritage schedule, therefore there is protection of the built fabric of the church.

- The community is adamant that the cemetery must not be sold and consider the Anglican Diocese as the only appropriate cemetery manager. It is unlikely that the community will tolerate private ownership of the cemetery.
- There are significant contents within the church and the community believe these should either be returned to respective families and/or moved to St Peter's Oatlands or the Oatlands District Historical Society (note that this has been partially implemented already with the de-consecration process).
- Council's heritage officer suggested that it *may* be possible to subdivide the church on an approx. 1200m<sup>2</sup> allotment with a right-of-way through the cemetery. Whilst this would not be an 'ideal' subdivision pattern, subject to further planning/heritage advice it may be feasible to retain the cemetery in church ownership. It is difficult, if not impossible, to determine whether there are any unmarked burials within that 1200m area though. There may also be archaeological remains of the original church that would need to be considered in any future development.

#### ANY MATTERS OF CONTENTION

- All community thoughts and feelings were unanimous.

#### RESOLUTIONS/KEY POINTS

- The community concede that the church may be sold.
- The community urge the Tasmanian Heritage Council and Southern Midlands Council (as planning authority) to ensure the appropriate management of the heritage values of the church in any future development.
- The community will not tolerate the sale of the cemetery and consider that the Anglican Church is the only appropriate cemetery manager.

#### ACTIONS

Action	Person responsible





## Summary of Community Consultation Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	St Mary's Kempton	<b># attending</b>	32	% of resp.
<b>Date</b>	19/7/18	<b>Forms returned</b>	37	
<b>Location</b>	Kempton RSL	<b>Would attend church</b>	24	70
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>	35	89
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>	30	78
		<b>Maint. as church important?</b>	36	100
		<b>Adaptive reuse an option?</b>	24	56

### KEY POINTS

- The following motion was unanimously supported:
  - o Moved By Don Jones, seconded by Ken Whitehouse  
 THAT this forum endorse the actions of the Southern Midlands Council by being prepared to facilitate these community discussions and coordinating a submission on behalf of the community. The submission to be based on the outcome(s) of these forums being held within the Southern Midlands Council area.
- There is a need to measure and demonstrate community use of church for worship, funerals, weddings, christening etc.
- There was a question raised by Mr. Tim Johnson as to whether the original land gift to the church (or possibly government) had any caveats, intent or reversionary clauses that require the place to always be used for a place of worship. Note that Mr. Johnson's ancestors donated the land, sandstone and funds for the church and that seven generations of his family have used the church and still live in the township. Mr Johnson wishes to make a further personal submission to this process.
- Legalities of the original land transfer to the Anglican Diocese is to be investigated, particularly the original 'gifting' of the land as well as the transfer from the former Church of England to the current Anglican Diocese.
- There was general support for the notion that the Anglican 'circuit' in Southern Midlands should be Oatlands, Kempton and Colebrook, which represents a geographic spread and reflects the growth areas of the Southern Midlands, particularly noting the amount of subdivision at Kempton which anticipates population growth and the proximity of Colebrook to the Coal River Valley and Campania

which are also growth areas. Even if high current church attendance cannot be demonstrated, it is desirable not to preclude the ability to use the church in a growing population which may require it in the future.

- There was no support for the idea of subdividing and selling any of the land at front, due to the possibility of future cemetery expansion, need for parking during funerals, possible impact upon views and setting of the church and the proximity of any future residence to the pub, cemetery etc.
- There was no support for the idea of subdividing the cemetery and this is probably impossible anyway particularly given the location of the columbarium. It was noted that substantial work has recently been done for the columbarium by a local volunteer.
- Noted that this is believed to be the only cemetery in Tasmania which has a first-fleeter. The husband of the Governor of Tasmania has ancestors buried there. Also noted that there are significant European/Aboriginal 'contact' stories with some 'black war' victims buried in the cemetery. The first police officer killed in action in Tasmania is buried there.
- Many of the forum attendees have multiple generations buried in the cemetery, have been christened and married in the church and intend to be buried there (or within the columbarium).
- Noted that this is the only church remaining in Kempton that is used as a church and that it is an integral part of the community. It is the only place where people can go for ministry and pastoral services.
- The group cited numerous publicly funded works to the church, as well as general maintenance of the building and grounds all paid for by the community.
- It was noted that the apparent rationale for the sales was to take 25% of sale proceeds to fund redress (over 10 years). Noting the Government valuation of St Mary's is \$270k, so that 25% proceeds (after likely fees) would be \$82,500. That equals \$82,500 over 10 years, or \$8,250 per year. The idea of the community raising that money was not ruled out (although no specific suggestions were made). It is noted that 75% of the proceeds would be for 'new ministry initiatives' – the community do not understand what that means and do not see a need when currently the needs of the community in terms of church use, cemetery use/access and ministerial services/pastoral care are being met. Accordingly, the community conclude that the key issue here is raising the money for redress, and that all other expected outcomes of sale/divestment are already being met.
- The government valuation of the church may be too high, given the heritage restrictions on development and the close proximity of the active cemetery would not make it a desirable property for private ownership.
- Several survey respondents cited 20+ family burials in the cemetery which they hold great fear for the future of, noting that their families saved up and paid for the memorials.
- Concerns for the avenue of trees leading to the church as they are historic and iconic.

- If the church were disposed of by the Anglican Diocese, there was suggestion of council ownership or ownership by a local committee and used for musical recitals, museum etc.
- Community ownership of the church is not desirable, given the likely need to still buy the site (no funding identified) and the unknown and probable cost-prohibitive nature of future maintenance.
- There was a unanimous resolution by everyone in the room that the church must be retained as a church and that no part of the site may be separated, on sold or otherwise disposed of.

#### ANY MATTERS OF CONTENTION

- All community thoughts and feelings were unanimous.

#### RESOLUTIONS/KEY POINTS

- The community are adamant that St Mary's Church and cemetery must be maintained as an Anglican place of worship, particularly given the fact that Kempton is a growth area, this is the only remaining active church in the town, and that the future religious needs of the town must be considered as the population grows. Strategically within the Southern Midlands, it is seen that Kempton must have an active church. This is to be the tenor of the submission.
- That under no circumstances will the community tolerate sale or privatisation of the cemetery.
- The concept of redress is supported.
- That the community is not opposed in principle to the contribution of 25% of the value of the church (over 10 years) to support the redress scheme (that said, no source of funds was identified).
- Further consideration of the tenor of the submission be given following the remaining consultation sessions.

#### ACTIONS

Action	Person responsible
Seek usage statistics of St Mary's	Brad Williams
Investigate title transfers, particularly Johnson-Govt/church and 1980s Church of England to Anglican	Brad Williams, via Alan Townsend
Investigate statistics on population growth anticipated around Kempton and Colebrook.	Brad Williams, Tim Kirkwood.
Liaise with Mr. Tim Johnson on a further submission.	Brad Williams
Summarise the evening's discussion and circulate to all who put their email address on the sign-in sheet.	Brad Williams
Draft the outcomes of this session into the overall SM submission to the Dioceses.	Tim Kirkwood, Brad Williams. Report to Council's SEPTEMBER meeting.



## Summary of Community Consultation Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	St John the Evangelist, Lower Marshes	<b># attending</b>	35	% of resp.
<b>Date</b>	14/8/18	<b>Forms returned</b>	17	
<b>Location</b>	Jericho Hall	<b>Would attend church</b>	15	88
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>	14	82
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>	12	70
		<b>Maint. as church important?</b>	15	88
		<b>Adaptive reuse an option?</b>	8	47

### KEY POINTS

- The meeting was attended by around 35 people – practically all being Jones/Monks family descendants – those families were the settlers who donated the land, funded the church have maintained the church since its construction. **All** of the marked burials in that cemetery are members of that family.
- The family wishes to acquire the church and cemetery as a means of preserving them, probably by way of a family trust.
- It is believed that the Anglican Diocese hold monies in trust for this church which derive from the Jones family.
- The family has always undertaken the maintenance of the church building.
- It is also believed that there are certain caveats around the bequest of the land and funds for the original build of the church that would prevent it being sold on the open market.
- The family suggest that the community value of the church is vested largely in the family. If they were to acquire the church they would ensure that others (including other denominations) were still able to use the church and cemetery (noting that they have been the unofficial ‘cemetery managers’ for a long time).





## Summary of Community Consultation Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	All Saints Melton Mowbray	<b># attending</b>	16	% of resp.
<b>Date</b>	19/7/18	<b>Forms returned</b>	2	
<b>Location</b>	Kempton RSL	<b>Would attend church</b>		
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>		
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>		
		<b>Family buried in cemetery</b>		
		<b>Maint. as church important?</b>		
		<b>Adaptive reuse an option?</b>		

(note that sample size of 2 respondents is not considered statistically viable)

### KEY POINTS

- It was noted that Rural Alive and Well have been leasing the buildings some years, with their lease expiring in July 2019. That they wish to continue with a further lease. RAW are considered to be suitable tenants which allows community benefit to be derived from the buildings and this is supported.
- Noting the intent to sell the buildings, RAW have expressed interest to lease, but not to buy.
- It was noted that the buildings have not been used for church purposes for some years and it is understood that the deconsecration process is underway.
- It was noted that Tasmania is the only Anglican community who are selling churches to fund redress.
- There was unanimous opposition to privatising the cemetery, in particular by funeral companies and there was the suggestion that Council should operate the cemetery and hold burial fees in trust for maintenance.
- After further discussion, there was general support in the adaptive reuse of the buildings, but with the cemetery in public hands and accessed by a clear right-of-way. The current separate titles could facilitate this.
- The concept of sale or lease of the buildings was conceded as the best outcome, and ideally the cemetery retained by the Anglican church, or (second option) taken over by Council. The community

representatives present indicated that there would be sufficient local support to actively maintain the cemetery.

#### ANY MATTERS OF CONTENTION

- Note that SMC does not (yet) have a formal position on the possibility of taking over any cemeteries.

#### RESOLUTIONS/KEY POINTS

- The community resolved to not oppose sale of the buildings.
- The community does not support sale of the cemetery to private ownership or a funeral company.
- Retention of the cemetery by the Anglican Church is the desired outcome, with a clear right of way established. Council ownership of the cemetery as second option (subject to Council consideration).

#### ACTIONS

Action	Person responsible
Check whether there is an existing right of way in the title configuration.	Brad Williams (this right of way does exist on C/T 2462/7 being the stone building title).
Draft the outcomes of this session into the overall SM submission to the Dioceses.	Tim Kirkwood, Brad Williams. Report to Council's September meeting.
Council to consider its position on taking on cemeteries.	Tim Kirkwood, Brad Williams. Report to Council's September meeting (also pending consultation on other sites).



## Summary of Community Consultation

### Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	St Oswald's Church Tunbridge	<b># attending</b>	14	% of resp.
<b>Date</b>	9/8/18	<b>Forms returned</b>	5	
<b>Location</b>	Tunbridge Hall	<b>Would attend church</b>	5	100
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>	1	20
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>	4	80
		<b>Maint. as church important?</b>	3	60
		<b>Adaptive reuse an option?</b>	4	80

#### KEY POINTS

- A monthly service is held at St Oswald's with average attendance of 8 to 10 parishioners
- The Tunbridge community was solely responsible for construction of the Church with no outstanding debt at the time of completion.
- Propose sale of the property and retention of the funds by the Anglican Diocese of Tasmania raises a major moral issue given that the community has 'paid' for the property and the land was donated for this purpose
- The community has continued to maintain the Church and has undertaken significant fundraising activities as and when upgrade / maintenance was necessary. This included contributing many volunteer hours to undertake the work. Numerous examples were quoted whereby bricks were donated for the exterior; iron was donated for re-cladding of the roof; local community have been responsible for payment of all electricity and insurance expenses in the past
- The community is prepared to continue and accept responsibility for future maintenance works in order to retain its Church
- The community is very satisfied with the current ministry and it meets their needs. They have no desire to engage in 'new ministry initiatives'. If the Diocese intend to provide ministry services from the Tunbridge Community Hall, an appropriate hire fee would need to be imposed.
- If the decision is to not exempt the church for sale, the community wish to know in the first instance so that they can further consider an alternative future for the building.



- There was some discussion as to whether the Government valuation is too high.
- If the church were not retained, there is strong community urge to use the building as community space, most likely managed by the hall committee as an adjunct of the hall.

**ANY MATTERS OF CONTENTION**

- All community thoughts and feelings were unanimous.

**RESOLUTIONS/KEY POINTS**

- The community are adamant that St Oswald's Church must be maintained as an Anglican place of worship, and in the first instance, a submission should reflect this position
- If the decision is to not exempt the church for sale, the community wish to know in the first instance so that they can further consider an alternative future for the building.

**ACTIONS**

Action	Person responsible



## Summary of Community Consultation Anglican Church Sales

Administration		Attendance statistics		
<b>Property</b>	St Matthias Woodsdale	<b># attending</b>	12	% of resp.
<b>Date</b>	30/7/18	<b>Forms returned</b>	9	
<b>Location</b>	Woodsdale Hall	<b>Would attend church</b>	9	100
<b>Chaired by</b>	AB, TK, BW	<b>Married/christened in church</b>	8	89
<b>Notes by</b>	TK, BW	<b>Intend for funeral/burial</b>	8	89
		<b>Maint. as church important?</b>	9	100
		<b>Adaptive reuse an option?</b>	7	78

### KEY POINTS

- Woodsdale church is well attended, with two services per month each having an average of 10 parishioners.
- The point was made that although 10 parishioners sounds small, given the small population of Woodsdale, this is a large proportion of the population. Woodsdale has about 30 houses, 17 of which are single-occupant and there only around 5 families in the immediate area.
- If Woodsdale Church is closed, the nearest place for Anglican worship would be 30-60 minutes away which is beyond the ability of many parishioners to attend. Safety concerns with travelling icy roads to attend church in winter.
- The community stress that the Diocese have never put any funds into repair and upgrade of the church and that all such work has been done by local fundraising and volunteers. Examples being roof repairs, wheelchair ramp, foundation repairs and guttering all done in recent years. In 2011, \$6000 in locally raised funds were spent with countless hours of additional volunteer labour.
- The church is built on donated land, descendants of those donors still live in the area.
- The church, former school (museum) and hall are considered to be the heart of the town and a historic precinct.
- The community is very satisfied with the current ministry and it meets their needs. They have no desire to engage in 'new ministry initiatives'.

- Woodsdale is an isolated community and the church is seen as a place where the community can gather.
- The local ladies guild is a key benefactor of the local church, who raise around \$1500 a year with a Christmas lunch which directly supports the maintenance of the church.
- Concern that if the church is sold that there is no alternative than a graveside service when using the local cemetery (which is managed by the community). It was noted that the Woodsdale Cemetery is not part of the sale list.
- The local museum is well attended and is opposite the church. Bus groups touring the museum also tour the church (at least 40-50 people per month).
- If the decision is to not exempt the church for sale, the community wish to know in the first instance so that they can further consideration an alternative future for the building.

#### ANY MATTERS OF CONTENTION

- All community thoughts and feelings were unanimous.

#### RESOLUTIONS/KEY POINTS

- The community are adamant that St Matthias Church must be maintained as an Anglican place of worship, particularly given the fact that there is an active congregation who attend church, fundraise and showcase the building as a heritage attraction.
- If the decision is to not exempt the church for sale, the community wish to know in the first instance so that they can further consideration an alternative future for the building.

#### ACTIONS

Action	Person responsible

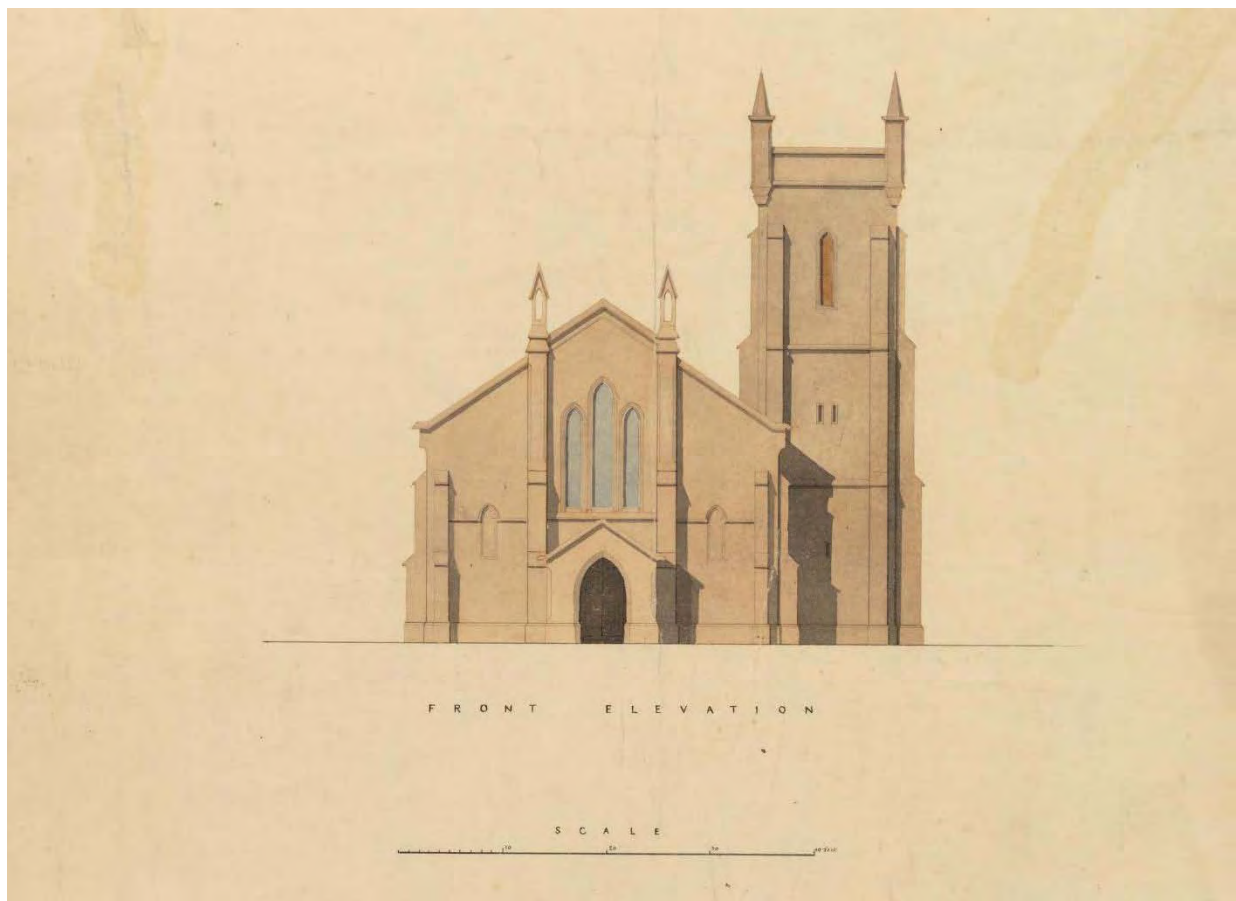
## ATTACHMENT C

### Examples of community gifts of land, buildings etc.

This is included to demonstrate the specific legal and moral issues that the Diocese will face in the divestment of any church property built on donated land and/or with donated funds. This is by no means exhaustive and has not been undertaken for every example, however a strong message from the community consultation is that communities are 'displeased' with the notion of having the intent of such gifts undermined by sale and similarly the notion of communities having to 'buy back' what their forebears donated in the first place.

# St Mary's Church & Burial Ground, Kempton: Summary of land tenure documents

Alan Townsend  
Heritage Project Officer  
Southern Midlands Council  
September 2018



## 1. Background

A comprehensive history of the church and burial ground is available through Heritage Tasmania's datasheet for St Mary's (THR 5457 – see attached). The purpose of this research is to establish what documentation exists regarding the acquisition of land and community support for the construction of St Mary's Anglican Church, Kempton. Through this research, a number of primary sources have been identified which clearly and precisely identify the intentions and conditions under which both land and financial contribution were provided by the community of the then Parish of Dysart.

The land on which the current St Mary's parcel of 1.796 hectares stands was part of a 700 acre allotment granted to Wickham Whitchurch by Governor Macquarie in July 1821<sup>1</sup>. In August of 1823, Whitchurch mortgaged the land to James Cobb<sup>2</sup>. Then, in February 1825, in lieu of repaying the mortgage, Whitchurch conveyed the land to James Cobb. Cobb then sold the land in November 1827 to Joseph Johnson<sup>3</sup>, a former convict who had arrived in Hobart Town aboard the *Calcutta* in 1804. By the time he acquired Whitchurch's original 700 acres, Johnson was a wealthy man with considerable land holdings in the area<sup>4</sup>.

As such, he was in a position to donate both land and money for the erection of a church and burial ground at Green Ponds (Kempton). Johnson's first gift of land was in 1828 (see below) for the erection of a simple log chapel and provision of a burial ground<sup>5</sup>. His second donation of 2 acres 1 rood 30 perches occurred sometime before 1845; as the original deeds are lost (see below) it is difficult to be precise on this point. However, it does seem reasonable to assume that the second land donation was to enable the construction of the 'new' church – that is, the stone building which is extant to this day. What follows is a summary of the individual documents relating to the land, with emphasis on those sections which identify the intentions of the donor and the conditions imposed on the donation.

## 2. Document summary

### 2.1 Land Titles Office Memorial of Indenture 1/139 (4 September 1828)

A 'Memorial of Indenture' is simply a copy (or summary) of a contract, in this case held by government department for safe keeping. This memorial records the transfer of 2 acres of land from Joseph Johnson and a number of trustees to Jocelyn Thomas and John Montagu "on behalf of His Majesty the King". The memorial notes that the 'consideration' (payment) was:

*"five shillings of lawful money of Great Britain to each of the said parties...the nominal consideration expressed in the Deed and in consideration of His Majesty's Government having contributed towards defraying the expenses of erecting a Chapel on the said Land so conveyed"*

Note that this is referring to the log chapel built by community subscription and government funds mentioned in the Land Commissioner's Journal<sup>6</sup>

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<sup>1</sup> Tasmanian Archive & Heritage Office (TAHO) Supreme Court (SC) 285/1/42 Report 340

<sup>2</sup> Ibid.

<sup>3</sup> Ibid.

<sup>4</sup> Marjorie Tipping, *Convicts unbound – the story of the Calcutta convicts and their settlement in Australia* (Hobart, 1988) p.123

<sup>5</sup> See Heritage Tasmania datasheet THR5457

<sup>6</sup> Anne McKay (Ed.) *Journal of the Land Commissioners for Van Diemen's Land 1826-1828* (Hobart, 1962) p.99

## **2.2 Supreme Court of Tasmania – TAHO SC285/1/42 Report 340 (1845)**

This is a series of documents submitted to the Caveat Board in 1845 in order to obtain a grant for what was now, following Johnson's second donation, the 4 acre 1 rood 30 perches Church block. This application for a Crown grant was necessitated by the fact that the original deed for Johnson's second land donation could not be found.

The application begins with Benjamin Berthon, Edward Bisdee and Francis Flexmore applying to the Governor to be made trustees for the land in place of Jocelyn Thomas and John Montagu. This was approved in April 1845. Their grant application for the 4 acres 1 rood thirty perches gives details of how the land was acquired (see above – **background history**). Governor Bicheno also notes that the three are now trustees "for the land at Green Ponds given by Mr Joseph Johnson for the purposes of the Church and Burial Ground in connexion with the Church of England".

The same series of documents includes a letter from Joseph Johnson to the Caveat Board in July 1845 acknowledging his gift of the land "upon the express condition that the Vault built by me on the above Ground should be reserved with full ingress and egress thereto free from all mortuary or burial fees to me my heirs and assigns for ever".

This series of documents form the whole of the application to the Caveat Board for a grant of the 4 acres 1 rood 30 perches. This application was successful, and the grant enrolled in the Supreme Court in April 1848.

## **2.3 Land Grant (TAHO Registrar of Deeds RD1/22 p.168) 24 April 1848 (full transcript attached)**

This document is the formal recording in the Supreme Court of the decision to approve Berthon Bisdee and Flexmore's application. It is in a standard format and does not list any conditions. However, it should be noted that the grant itself was based on the information supplied in SC285/1/42 Report 340 (see above).

## **2.4 Land Titles Office Memorial of Indenture 3/4394 (12 December 1848) (full transcription attached)**

One of the documents in the Caveat Board application (see above) includes a memo that "A Declaration of Trust will be required with respect to Johnson's conditions as to mortuary fees etc"<sup>7</sup>. This document fulfils that purpose. The document itself is very lengthy and written in a highly formal 19<sup>th</sup> century legal formal. The full transcription is attached, but the points worth noting are:

- Regarding Johnson's first land donation: *"the said Two acres of Land comprised in the said recited Indentures of Lease and Release were so conveyed to the said John Montagu and Jocelyn Thomas as therein expressed for the purpose of building thereon a Church, and the Church of St Mark Green Ponds was accordingly built thereon partly by monies raised by subscription and partly by contribution from the Colonial Treasury of this Island under the Act of Council intituled "An Act to make provision for the support of certain Ministers of the Christian Religion and to Promote the erection of places of Divine Worship"*

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<sup>7</sup> TAHO SC285/1/42 Report 340

- **“And Whereas** the said Joseph Johnson being the owner of the piece or parcel of Land containing Two acre one rood and thirty perches adjoining..... agreed to dedicate and give the same as an additional Church Yard Cemetery or Burial Ground to the said Church of Saint Mark upon the express condition that a portion of the said Two acres one rood and thirty perches should be reserved to him the said Joseph Johnson and his heirs for the purpose of making a Cemetery or Vault for the use of himself and his family”
- [referring to Johnson’s second land donation]: was formerly the property of and belonged to the said Joseph Johnson and was by him some time since given as well for the purpose of building thereon the present Parish Church of St Mark at Green Ponds aforesaid also for a Cemetery or Burial Ground for the dead Bodies of the Christian Residents and Inhabitants of the said Parish of Dysart
- The trustees were to hold the land “in the said recited Letters Patent upon and for the Trusts intents and purposes hereinafter expressed (that is to say) Upon Trust to appropriate and dedicate the same and to hold and permit the same to continue and be forever dedicated to the purposes and holden solely for the Religious Community of Residents and Inhabitants of the Parish of Dysart in the County of Monmouth in Van Diemen’s Land aforesaid and for the purpose of exercising the Doctrine Rights and Ceremonies of the United Church of England and Ireland as by the Law established”

#### **2.5 Land Titles Office Memorial of Indenture 3/4393 (31<sup>st</sup> August 1848) (full transcription attached)**

This document conveys a plot of land 12 feet by 8 feet (part of the St Mary’s burial ground) to Joseph Johnson, his heirs and successors, for the purpose of building a vault for himself and family. The memorial also includes a right of access to the vault site for himself, his heirs, servants, builders, etc. See full transcription for details

#### **2.5 “An Act to enable the Bishop, Clergy, and Laity of the United Church of England and Ireland in Tasmania to regulate the Affairs of the said Church”, 5 November 1858, Tasmania, Section 15 & 16**

This Act of the Tasmanian parliament was enrolled in November 1858 and mainly deals with the structure and hierarchy of the Anglican church. However Sections 15 and 16 may have relevance to this case, as they lay out the terms in which trustees are appointed (and changed) for Church property, and the powers and obligations of both Church and trustees in relation to church property. Copy attached.



### 3. Transcriptions

(Note – St Mary’s was originally known as St Mark’s; the name appears to have changed to St Mary’s in the mid 19<sup>th</sup> century, presumably to avoid confusion with St Mark’s Pontville.)

#### **3.1 April 1848 Land Grant (TAHO RD/1/22 p.168):**

In the Supreme Court be it Remembered that on the Twenty fourth day of April One Thousand eight hundred and forty eight William of Van Diemen’s Land Kemp Windsor Clerk in the Office of the Collector of Internal Revenue at Hobart Town brought into this court a certain Deed Poll or Grant under the public seal of Van Diemen’s Land and its Dependencies to be herein enrolled and recorded the [illegible word] of which said Deed Poll or Grant is as follows (that is to say)

Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland Queen Defender of the Faith. To all whom these presents shall come Greeting Know Ye that We of our especial grace and favour have thought fit to give and grant and do by these presents for Ourselves Our Heirs and Successors give and grant unto Benjamin Berthon, Edward Bisdee and Francis Flexmore and their heirs ALL those four acres one rood and thirty perches of Land situate and being in the Parish of Dysart in the County of Monmouth in our Island of Van Diemen’s Land and bounded as follow (that is to say):

On the South East by eleven chains and fifteen links North Westerly along an Allotment occupied or belonging to Ashton and along land occupied or belonging to Joseph Johnson commencing at the West angle of the aforesaid Allotment on the Main Road leading from Launceston to the City of Hobart Town. On the South East by four chains and two links North Westerly also along land occupied or belonging to the aforesaid Joseph Johnson. On the North West by eleven chains South Westerly also along the last mentioned land to the Main Road aforesaid and thence on the South West by four chains South Easterly along that road to the point of commencement together with the appurtenances TO HAVE AND TO HOLD the said four acres one rood and thirty perches of Land with the appurtenances unto and to the use of the said Benjamin Berthon, Edward Bisdee and Francis Flexmore their heirs and assigns for ever the same in free and common soccage [sic] tenure of Us Our Heirs and Successors to be holden YIELDING AND PAYING therefore yearly unto Us Our Heirs and Successors the Quit-rent of one peppercorn if the same shall be demanded IN TESTIMONY WHEREOF We have caused these our Letters to be made Patent and the Seal of our said Island of Van Diemen’s Land and its Dependencies to be hereunto affixed WITNESS Our trusty and well-beloved SIR WILLIAM THOMAS DENNISON Knight Our Lieutenant Governor of the Island of Van Diemen’s Land and its Dependencies at Hobart Town in the said Island the Twenty second day of April in the Eleventh year of Our reign.

**3.2 Land Titles Office Memorial of Indenture 3/4394 (date 12 December 1848):**

**Memorial** of a Deed of Declaration of Trust to be registered pursuant to the Act of Council in such case made and provided for

**Date of the Deed** The twelfth day of December in the year of our Lord one thousand eight hundred and forty eight

**Names and additions of the parties** To all to whom these Presents shall come – Benjamin Berthon of Woodlands in the Island of Van Diemen’s Land Esquire Edward Bisdee of Lovely Banks in the same Island Esquire and Francis Flexmore of Green Ponds in the same Island Esquire Send Greeting: -

**Whereas** by certain indentures of Lease and Release bearing date respectively the twenty third and twenty fourth days of September one thousand eight hundred and twenty eight and registered the twenty ninth day of May one thousand eight hundred and twenty nine the Release being made between George Kemp Esquire Thomas Francis Gorringe Esquire Charles Franks Esquire Jesse Pullen John Earl and Joseph Johnson of the one part and John Montagu Esquire and Jocelyn Thomas Esquire of the other part All those Two acres of Land therein described being part and parcel of the Four acres one rood and thirty perches of Land described and comprised in the Letters Patent hereinafter recited were conveyed and assured by the said George Kemp Thomas Francis Gorringe Charles Franks Jesse Pullen John Earl and Joseph Johnson unto the said John Montagu and Jocelyn Thomas their heirs and assigns In Trust for and to and for the use and behoof of His Majesty His Heirs and Successors and his and their assigns **And Whereas** the said Two acres of Land comprised in the said recited Indentures of Lease and Release were so conveyed to the said John Montagu and Jocelyn Thomas as therein expressed for the purpose of building thereon a Church, and the Church of St Mark Green Ponds was accordingly built thereon partly by monies raised by subscription and partly by contribution from the Colonial Treasury of this Island under the Act of Council intitled “An Act to make provision for the support of certain Ministers of the Christian Religion and to Promote the erection of places of Divine Worship”. **And Whereas** the said Two acres of Land upon which the said Church hath been built hath already been consecrated as a Burial Ground **And Whereas** the said Joseph Johnson being the owner of the piece or parcel of Land containing Two acre one rood and thirty perches adjoining the Land upon which the said Church hath been erected being the residue of the Land comprised in the Letters Patent hereinafter recited agreed to dedicate and give the same as an additional Church Yard Cemetery or Burial Ground to the said Church of Saint Mark upon the express condition that a portion of the said Two acres one rood and thirty perches should be reserved to him the said Joseph Johnson and his heirs for the purpose of making a Cemetery or Vault for the use of himself and his family **And Whereas** inasmuch as no Grant had been issued of the Land comprised in the said recited Indentures of the twenty third and twenty fourth days of September one thousand eight hundred and twenty eight nor of the said Two acres one rood and thirty perches so given by the said Joseph Johnson for a Churchyard as aforesaid it was agreed that a Grant of the whole of the said Land should be issued to the said Benjamin Berthon Edward Bisdee and Francis Flexmore as Trustees Upon Trust to convey and assure to the said Joseph Johnson and his heirs the portion of the Land reserved to him as aforesaid for the purpose of making and constructing a Tomb or Vault as hereinbefore is mentioned and subject thereto upon the Trusts hereinafter expressed **And Whereas** accordingly by Letters Patent bearing date the twenty second day of April in the eleventh year of the Reign of Her Majesty Queen Victoria under the hand of Sir William Thomas Denison Knight Lieutenant Governor of the Island of Van Diemen’s Land and its dependencies with the Seal of the said Island and its dependencies thereto affixed and enrolled in the Supreme Court of Van Diemen’s Land the twenty fourth day of April one thousand eight hundred and forty eight Her said Majesty did give and grant unto the said Benjamin Berthon Edward Bisdee Francis Flexmore and their heirs All those Four acres

one rood and thirty perches of Land situate and being in the Parish of Dysart and County of Monmouth in Van Diemen's Land aforesaid and bounded as follows (that is to say) On the South East by eleven chains fifteen links North Easterly along an allotment occupied or belonging to Ashton and along Land occupied or belonging to Joseph Johnson commencing at the West angle of the aforesaid allotment on the Main Road leading from Launceston to the City of Hobart Town. On the North East by four chains two links North Westerly also along Land occupied or belonging to the aforesaid Joseph Johnson. On the North West by eleven chains South Westerly also along the last mentioned Land to the main Road aforesaid and Thence on the South West by four chains South Easterly along that Road to the point of commencement To hold the same with the appurtenances unto and to the use of the said Benjamin Berthon Edward Bisdee and Francis Flexmore their heirs and assigns for ever at the annual quit rent of a peppercorn **And Whereas** in pursuance and part execution of the Trusts upon which the said Letters Patent were so agreed to be issued to the said Benjamin Berthon Edward Bisdee and Francis Flexmore as hereinbefore is mentioned by a certain Indenture of Release bearing date the thirty first day of August one thousand eight hundred and forty eight and made between the said Benjamin Berton Edward Bisdee and Francis Flexmore of the one part and the said Joseph Johnson of the other part After reciting that the said Land comprised in the said recited Letters Patent was formerly the property of and belonged to the said Joseph Johnson and was by him some time since given as well for the purpose of building thereon the present Parish Church of St Mark at Green Ponds aforesaid also for a Cemetary or Burial Ground for the dead Bodies of the Christian Residents and Inhabitants of the said Parish of Dysart upon the express condition or stipulation that a portion of the said Land should be reserved to the said Joseph Johnson and his heirs for the purpose of making and constructing a Tomb or Vault for the use of himself and his family And further reciting that the said Joseph Johnson had then already made or erected a Tomb or Vault for the purposes aforesaid on a portion of the said Two acres one rood and thirty perches of Land comprised in the said recited Letters Patent in pursuance of the said stipulation It is Witnessed that in pursuance of the said agreement and in consideration of the sum of Five Shillings paid by the said Joseph Johnson to the said Benjamin Berthon Edward Bisdee and Francis Flexmore They the said Benjamin Berthon Edward Bisdee and Francis Flexmore did grant bargain sell release and confirm unto the said Joseph Johnson and his heirs All that Vault being or lying in under or upon the North East corner of the aforesaid Cemetery or Burial Ground situate and being and adjoining the Parish Church of St Mark at Green Ponds in the parish of Dysart and County of Monmouth aforesaid containing Twelve feet length and eight feet in breadth or thereabouts Together with the full and free and exclusive liberty and license from time to time of interring therein the Body or Bodies of the said Joseph Johnson and his assigns and of all parties related to them respectively And also full liberty and license for him the said Joseph Johnson his executors administrators or assigns and his or their Agents Workmen and Servants by his or their direction or consent at the time of the Funerals of every person to be interred in the said Vault and at all convenient times previously to or after such Funerals for the purpose of repairing the said Vault through and over the Cemetery or Burial Ground aforesaid And also all the estate right title and interest of them the said Benjamin Berthon Edward Bisdee and Francis Flexmore respectively in or to the said Vault hereditaments and premises with the appurtenances To hold the said Vault and liberty and right of way hereditaments and all and singular other the premises thereby released with their and every of their rights members and appurtenances unto and to the use of the said Joseph Johnson his heirs and assigns for ever **Now Know Ye** and these presents **Witness** and they the said Benjamin Berthon Edward Bisdee and Francis Flexmore Do and each of them Doth hereby declare that the Grant of the said Land and hereditaments so made to them by the said hereinbefore recited Letters Patent was made to them as Trustees only under the circumstances and for the purposes hereinbefore expressed and that subject only to the Estate and Interest of the said Joseph Johnson

and his heirs in and to the piece or parcel of Land comprised in the said recited Indenture of Release of the thirty first day of August one thousand eight hundred and forty eight They the said Benjamin Berthon Edward Bisdee and Francis Flexmore their heirs and assigns shall and do stand seised of the Land and hereditaments comprised in the said recited Letters Patent upon and for the Trusts intents and purposes hereinafter expressed (that is to say) Upon Trust to appropriate and dedicate the same and to hold and permit the same to continue and be forever dedicated to the purposes and holden solely for the Religious Community of Residents and Inhabitants of the Parish of Dysart in the County of Monmouth in Van Diemen's Land aforesaid and for the purpose of exercising the Doctrine Rights and Ceremonies of the United Church of England and Ireland as by the Law established so far as the same is not inconsistent with the provisions of the said hereinbefore mentioned Act of Council And upon further Trust as the said Two acres one rood and thirty perches of Land Upon Trust that they the said Benjamin Berthon Edward Bisdee and Francis Flexmore their heirs and assigns shall and do permit and suffer the same to be dedicated and consecrated as an additional Church Yard Cemetery or Burying Place for the dead bodies of the Christian Residents and Inhabitants of the Parish of Dysart And do and shall permit and suffer the same to be solely and exclusively appropriated as an additional Church Yard or Burial Ground appendant or belonging to the Church of Saint Mark at Green Ponds aforesaid And do and shall permit and suffer the Chaplain or Officiating Clergyman for the time being who hath been or shall be duly appointed by the Lieutenant Governor for the time being of Van Diemen's Land to officiate in the said Church of Saint Mark and to have free access and admission to and in such Church Yard Cemetery or Burial Ground and every part thereof (subject to the aforesaid rights of the said Joseph Johnson) at all times as he shall think fit and freely to exercise his Spiritual Functions therein according to the Doctrines Rights and Ceremonies of the United Church of England and Ireland

**3.3 Partial transcription of Land Titles Office Memorial of Indenture 3/4393 (Dated 31<sup>st</sup> August 1848):**

Names and additions of the parties: The Indenture is made between Benjamin Berthon of Woodlands in the Island of Van Diemen's Land Esquire Edward Bisdee of Lovely Banks in the same Island Esquire and Francis Flexmore of Green Ponds in the same Island Esquire (Trustees appointed for the parish Church of St Mark situate at Green Ponds in the parish of Dysart in the same Island) of the one part and Joseph Johnson of Green Ponds aforesaid Gentleman of the other part.

Nature and Object of the Release: The now memorializing Indenture of Release After reciting the Letters Patent bearing date the twenty second day of April in the Eleventh year of the Reign of Her present Majesty Queen Victoria under the hand of Sir William Thomas Denison Knight Lieutenant Governor of the Island of Van Diemen's Land and its dependencies with the Seal of the said Island and its Dependencies thereto affixed and enrolled in the Supreme Court of Van Diemen's Land on the twenty fourth day of April one thousand eight hundred and forty eight Her said Majesty did give and grant unto the said Benjamin Berthon Edward Bisdee and Francis Flexmore and their heirs All those four acres one rood and thirty perches of Land situate and being in the parish of Dysart and County of Monmouth in Van Diemen's Land aforesaid and bounded as follows (that is to say) ...[see original document; matches church site]....To hold the same with the appurtenances unto and to the use of the said Benjamin Berthon Edward Bisdee and Francis Flexmore their heirs and assigns for ever. And reciting that the said Land comprised in the above recited Letters Patent was formerly the property of and belonged to the said Joseph Johnson and was by him some time since given as well for the purpose of building thereon the present Church of Saint Mark at Green Ponds aforesaid as also for a Cemetary or Burial Ground for the dead bodies of the Christian Residents and Inhabitants of the said Parish of Dysart upon the express condition or stipulation that a portion of the said Land should be reserved to the said Joseph Johnson and his heirs for the purpose of making and constructing a Vault for the use of himself and his family And reciting that the said Joseph Johnson having then already made or erected a Vault for the purpose aforesaid on a portion of the Land comprised in the said Letters Patent it had in pursuance of the said condition or stipulation been agreed that the same should be conveyed to him and his heirs in manner thereafter mentioned). Is an Absolute Conveyance from the said Benjamin Berthon Edward Bisdee and Francis Flexmore to the said Joseph Johnson his heirs and assigns for ever of All that the Vault hereditaments and premises therein and hereinafter mentioned and described.

Description of the property conveyed: All that Vault being or lying in under or upon the North East corner of the aforesaid Cemetary or Burial Ground situate and being adjoining the Parish Church of Saint Mark at Green Ponds

## Lower Marshes, Woodsdale and Tunbridge Anglican Churches – summary of land tenure documents

### St John the Evangelist, Lower Marshes

The land on which St John's was built is part of 2648 acres originally granted to John Jones of 'Rosehill' by Governor Macquarie. In 1884, John Jones willed a portion of this grant – one acre two roods – to his trustees for the purpose of building an Anglican church. Jones died 1 March 1888<sup>1</sup>, and his will was granted probate shortly after. As trustees, Jones appointed his sons Henry and John, and friend George Wilson. The exact language of Jones' will is:

*"I devise unto my said trustees their heirs executors administrators and assigns All that piece or parcel of land containing one acre two roods or thereabouts being part of a Macquarie grant of 80 acres to me and shewn in the said plan marked "A" by red colour Upon trust if within three years from my decease a building shall be erected thereon for Divine Worship according to the Rites and Ceremonies of the Church in Tasmania called or known as the Church of England in Tasmania to convey the said piece of land to the trustees for the time appointed by the Synod of the said Church And if no such building shall be so erected within the said period of three years then to convey the said land to my said son John Jones his heirs and executors...And I bequeath to my executors the legacy or sum of two hundred and fifty pounds upon trust to apply to the same in fencing the said piece of land and in keeping the fences thereof in repair"*<sup>2</sup>

This bequest resulted in the one acre two rood block being conveyed to church trustees 7<sup>th</sup> October 1893. The 'Memorial of Indenture' recites the details of John Jones' will; and conveys the block to "William Tarleton of Hobart, Police Magistrate; William Lovett, Auditor General; and William Cockburn Sharland" as "trustees for the time being of the property of the Church of England in Tasmania"<sup>3</sup>. No record has been found of any further transactions relating to this land until the title was converted to Torrens Title (under the Land Titles Act Tasmania 1980) in August 1996<sup>4</sup>.

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<sup>1</sup> TAHO RGD35/1/57

<sup>2</sup> TAHO AD960/1/17 Will number 3481

<sup>3</sup> DSG LTO Mem 10/88

<sup>4</sup> See Folio Plan for title 125267/1, issued 14 January 1997

### **St Matthias' Anglican Church, Woodsdale**

The land on which St Matthias stands was originally part of a 62-acre country allotment (Lot number 13240) purchased from the Crown in November 1897 by Charles Arthur Wiggins, a bootmaker at Woodsdale<sup>5</sup>. In June 1906, Wiggins transferred 32 perches of this land to "The Trustees of the Property of the Church of England in Tasmania"<sup>6</sup>.

Contemporary newspaper reports give further details. In November 1907, a General Meeting was held at Woodsdale "to give effect to the movement afoot for the erection of an Anglican Church" on the land provided by Charles Wiggins. The land was described as "admirably situated on a small eminence by the roadside adjacent to the State School and Post Office"<sup>7</sup>. *The Mercury* reported in August 1909 that public subscriptions started after Wiggins donated the land, and that the Rev Mr Pitt bore the cost of timber for the new church<sup>8</sup>. Later that year, Euchre tournaments and dances were organized by the 'Church Building Committee'.<sup>9</sup>

St Matthias was officially dedicated in March 1911; at this time, it was reported that the building had cost £230, of which £30 was owing.<sup>10</sup>

### **St Oswald's Anglican Church, Tunbridge**

The current plot was originally part of 3 rood 36 perches granted to Henry Valentine. In January 1899, Charles Sutton, a farmer from Tunbridge, conveyed the current block to Adam Turnbull, John Headlam, William Jones and William Scurr. That it was a gift can be surmised from the 'consideration' of five shillings, presumably enough to cover the stamp duty<sup>11</sup>. Then, in January 1905, William Scurr conveyed the same lot to "the Trustees of the Property of the Church of England in Tasmania"<sup>12</sup>.

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<sup>5</sup> DSG Real Property Act Index gives a precis of Purchase Grant 76/98. The document itself is currently unavailable, as this series of documents are undergoing digitization. The details listed here are taken from the index entry. The purchase date is taken from CT155/75

<sup>6</sup> DSG CT155/75

<sup>7</sup> *The Mercury* 26 November 1907 p.3

<sup>8</sup> *The Mercury* 7 August 1909 p.8

<sup>9</sup> *Daily Post* 14 October 1909 p.2

<sup>10</sup> *The Mercury* 16 March 1911 p.4

<sup>11</sup> DSG Mem10/673

<sup>12</sup> DSG Mem 11/0897

SOUTHERN  
MIDLANDS  
COUNCIL



# Establishing a Social Enterprise *At 79 High Street, Oatlands* *“Heritage Hub”*

September 2018

By

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A/Community Development Officer

Southern Midlands Council

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Before



After



### What is a Social Enterprise?

Social enterprises are businesses that trade for a specific social, environmental or cultural purpose. Like all businesses, social enterprises operate in commercial markets, generating a profit from their trade. However, unlike other businesses, social enterprises exist to fulfil their overriding and specific social purpose and this is at the heart of every social enterprise, driving everything it does. Whilst the talk of generating income may sound an anathema to many people in the Community, without funds many good projects have failed. A project valued by the Community should not be allowed to fail.

### The Vision:

- **To grow Oatlands as a thriving Heritage community that celebrates its unique history**
- **Using the Heritage buildings as a backdrop to display the culture & heritage of Oatlands**
- **To help visitors discover an interest in historic buildings, traditional skills & the stories behind the buildings.**

### How:

- By providing a space for a community/artisan shop & gallery showcasing traditional/heritage skills, trades, art & craft
- Linking in with the Heritage & Bullock Festival artisans & encourage a more permanent base to feature their skills & wares
- By creating a calendar of events/exhibitions & workshops that feature existing museum collections, collaborations with other stakeholders (TMAG, Narryna, private collectors, Guilds, Heritage Education & Skills Centre & existing community organisations).

### Observations:

- Oatlands does have the largest collection of intact Georgian buildings in a village environment in Australia; and they are largely unchanged. This makes Oatlands unique.
- Oatlands has a Heritage & Bullock Festival that showcases heritage & traditional skills, trades, arts & crafts that in August 2018 brought in approximately 5200 people into Oatlands for the event. There is an existing base of local crafts people with no permanent space to showcase their wares & demonstrate their skills in an authentic space. The Heritage Hub provides this space.
- The Commissariat Precinct (the site of 79 High Street Oatlands) has been restored using heritage & traditional trades & skills and would be the perfect backdrop to display artisans at work, demonstrating their skills & providing workshops, for visitors to experience these activities & for the space to display wares for sale.

### Statistics:

- According to the Tourism Tasmania Statistics (Tasmanian Visitor Survey) for the year ending December 2017
  - Visitors to Tasmania: 1.26 million (an increase of 2% from previous year)
  - Expenditure by visitors: Visitors to Tasmania spent a total of \$2.33 billion on accommodation, attractions, tours, transport and other goods and services during this period. **This represents an average spend of \$1,844 per visitor.** (an increase of 8% from previous year)

- **34,595 visitors stopped & looked around but did not stay overnight (Oatlands)** 9,743 visitors stayed overnight (Oatlands).
- 80, 076 visitors visited on their trip (Oatlands). (Travelled through)

The top visitor activities for Tasmania- total visitors for Jan – Dec 2017

- 285,372 people - Visited Historic Houses
- 535,058 people - Visited Historic sites/attractions
- 262,301 people - Visited antique shops
- 413,546 people - Visited museums
- 303,036 people - Visited galleries
- 392,245 people - Visited craft shops
- 341,416 people - Bought Tasmanian made art/craft

#### **Assumptions for the Heritage Hub:**

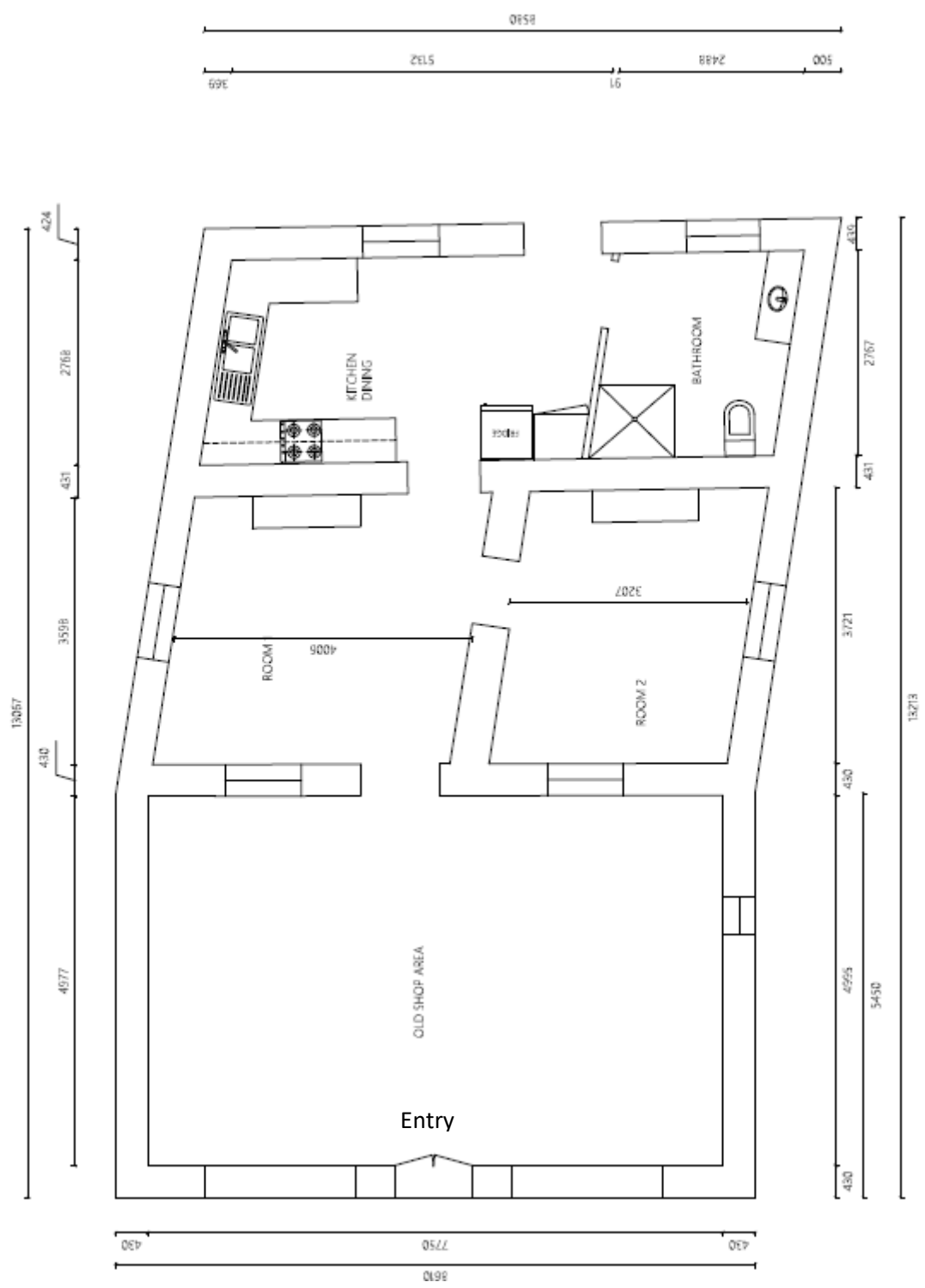
Based on the Tourism Tasmania statistics for the year Jan – Dec 2017:

If a business/service was set up that incorporated some or all of the top 7 activities for visitors (mentioned above) & they spend on average \$1844 each. Assuming that 10% of that spend is on those activities, it still means capturing a possible **\$6,365,480 into Oatlands** (34,595 X \$184).

If we only captured 10% of those visitor numbers & the same 10% spend (3,459 x \$184) = **\$636,456**.

**Using the business model explained further in the document one third of that revenue (\$211, 939) per year would be paid (via commissions from product sales) to the Heritage Hub.**

**This would cover any maintenance of the space & associated running costs such as power, eftpos, staffing etc. The balance going straight to local artists who participate in the social enterprise. This would make the project self-sufficient. Any additional funds would be directed back into the Heritage Hub. (refer to Cashflow Worksheet)**



**Floor Plan, "Heritage Hub"  
79 High Street**

## The Research and Assumptions

<b>1.00 - The Market</b>		
1.01	What is our idea?	<ul style="list-style-type: none"> <li>Establishing a combined gallery/shop space/demonstration area showcasing heritage skills, trades &amp; art/craft in the Commissariat Shopfront building (&amp; Bakers Oven area in the Commissariat building). Using a model based on the 'Artists of Richmond'. This would enhance the tourism and Community offering of the Commissariat buildings precinct.</li> <li>Providing a space &amp; opportunity at the Commissariat Precinct for visitors to learn heritage skills/trades, arts &amp; craft that adds to the 'working village' atmosphere in conjunction with the Centre for Heritage.</li> </ul>
1.02	What market research have we done?	<ul style="list-style-type: none"> <li>Several meetings with Artists of Richmond partner to share business model.</li> <li>Discussed the business model with artists involved in the 'Artists of Richmond' co-operative, Heritage &amp; Bullock Festival artisans, local Oatlands businesses &amp; Southern Midlands Council staff.</li> <li>Used relevant up to date statistics from Tourism Tasmania Visitor Survey database.</li> <li>Met with Business Tasmania to consider Tourism Tasmania strategies, mentoring support &amp; grants for logistics (exhibitions)</li> <li>Discussions with the Oatlands District Historical Society, Narryna/TMAG, local community groups &amp; private collectors regarding possible exhibitions.</li> <li>Used the space to demonstrate heritage/traditional skills, trades &amp; wares during the recent Heritage &amp; Bullock Festival that attracted over 5200 visitors over a two day period, during August, with positive feedback on having a permanent 'home' at 79 High Street, Oatlands.</li> <li>Meetings with the Centre for Heritage team regarding training/workshop calendar possibilities</li> <li>Met with Nick Wilson (SMC) regarding utilities, eftpos, internet/phone/mobile work station costs</li> </ul>

1.03	Who will our customers be?	<p>Two Customer segments</p> <ol style="list-style-type: none"> <li>1. Community Members with a desire to inspire others in preserving heritage skills, with a desire to make things and sell them, with an atmosphere of social inclusion</li> <li>2. Tourists who will want to buy things, who will be inspired to preserve the traditions &amp; skills behind the items, who will want to know the history/story around the artisans and their role in a traditional rural Village</li> </ol>
1.04	Who do they buy from now and why?	Very low existing. No real records.
1.05	Why should they swap their custom to us?	<ul style="list-style-type: none"> <li>• No tangible competitors at this point in time.</li> </ul>
1.06	What is our Unique Selling Point (USP)?	<ul style="list-style-type: none"> <li>• Preserving Traditional trades</li> <li>• Hand made</li> <li>• Unique products for sale using heritage/traditional skills</li> <li>• Combination of history/storytelling, wares for sale/experiencing the craft through demonstrations &amp; workshops.</li> </ul>
1.07	How will we get your products to our customers?	<ul style="list-style-type: none"> <li>• Customers will come to the door of the Commissariat shop front for the experience of immersing themselves in a Heritage building that showcases the skills &amp; trades that produced the building &amp; complimentary wares utilising similar skills &amp; trades.</li> <li>• Customers will attend the Commissariat for a workshop/training &amp; see the products on display &amp;/or the makers at work.</li> </ul>
1.08	What is our marketing strategy?	<ul style="list-style-type: none"> <li>• Operated by the artists</li> <li>• Meet the makers everyday</li> <li>• Showcasing the products made using heritage skills &amp; inspiring an interest in learning those skills</li> </ul>

<b>2.00 - The Organisation and the Idea</b>		
2.01	What is our social purpose?	<p>A combination of entrepreneurial spirit, sound business principles with an interest in achieving social goals. We recognise that strong vibrant communities are critical for sustaining economic growth &amp; development. We'll do this in several ways:</p>

		<ul style="list-style-type: none"> <li>• Having a positive impact on the Oatlands community that generates long term business growth &amp; employment opportunities</li> <li>• Providing opportunities for individuals &amp; groups to generate an income from their hobbies &amp; interests by participating in the artisan enterprise.</li> <li>• Promoting 'lost' arts, skills, craftsmanship &amp; craft as a way of preserving them for the future through demonstrations, workshops, displaying goods for sale, sharing the stories of how they were made.</li> <li>• Creating opportunities for community connections &amp; participation in the enterprise through regular events &amp; exhibitions</li> <li>• Provide opportunities for fun, a purpose &amp; a sense of self satisfaction</li> </ul>
2.02	What is our motivation to start this social enterprise / community activity?	<ul style="list-style-type: none"> <li>• A good idea that fits with the heritage Village of Oatlands and to support 79 High Street, Oatlands as a vibrant tourism venue.</li> <li>• Fits with the Strategic Plan of the Organisation</li> </ul>
2.03	What do we want to achieve?	<ul style="list-style-type: none"> <li>• An ongoing facility that is well patronised by the community &amp; tourists.</li> <li>• To continue to reflect the ethos of the Heritage &amp; Bullock Festival – Heritage, Tradition, Integrity Craftsmanship, Skills &amp; Authenticity.</li> </ul>
2.04	How will we measure the social impact we want to achieve?	<p>Success will be based on income turnover as well as through our impact on, and commitment to, community and society. We can gauge it on:</p> <ol style="list-style-type: none"> <li>1. the initial interest &amp; participation,</li> <li>2. the uptake by artisans to participate in the Heritage Hub,</li> <li>3. yearly review to gauge visitor numbers,</li> <li>4. annual turnover to the Heritage Hub &amp; artists involved in the space &amp;</li> <li>5. level of interest in workshops/demonstrations &amp; exhibitions</li> </ol>
2.05	How will we measure the other impact we want to achieve?	<ol style="list-style-type: none"> <li>1. Tourism/Customer guest book,</li> <li>2. Sales,</li> <li>3. Community participation</li> <li>4. Collect postcode information to gauge wider interest</li> </ol>
2.06	Do we have the drive and determination to bring it together?	Yes

2.07	Is there a need in our community for this activity?	There is a niche that could be filled. Particularly since the last Heritage & Bullock Festival, there is a community momentum to bring back the quaintness of traditional village life & any activity that promotes it.
2.08	Does it suit the skills, experience or ambitions of the people in our team?	Yes. Co-ordination by Southern Midlands Council officer that leads the group of artists is required to keep consistency (quality control & to manage finances). This can be managed in house via the Community & Corporate Development team of Southern Midlands Council given they already organise the Heritage & Bullock Festival. However the enterprise is sustained by the Associate artists in the group.
2.09	Are any other social enterprises/community groups doing this? If so what do they get out of it and what does the community get out of it?	Yes, with the nearest being in Richmond. “Peppercorn’ & “Artists of Richmond’. The difference being that these enterprises are gallery spaces only & do not offer the additional workshops/demonstrations & training that we will offer. The artists & community have a 7 day a week operation promoting their wares with only 1 day per week commitment from each artist so they can still maintain other streams of income such as market stalls, home businesses, paid employment etc. From an artist & community perspective it is a fun, provides a purpose and a sense of self satisfaction.
2.10	Who are the key stakeholders and when do we need to talk to them?	<p><b>Participation</b> – Artisans &amp; community groups from the Heritage &amp; Bullock Festival, local artists, community members, Oatlands District Historical Society, Centre for Heritage</p> <p><b>Location</b> – General Manager, Brad Williams, Councillors</p> <p>Usage Policy has been adopted by Council in August 2018. The buildings are due to be completed before the end 2018. Once Building occupancy certification has been completed, the plan is to complete a Memorandum of Understanding between Southern Midlands Council &amp; the Heritage Hub. An ‘Open Day’ of the building calling for an ‘expression of interest’ from artisans/local community groups who use heritage &amp; traditional skills, trades, art &amp; craft. Discussion will be held regarding the proposed business model &amp; Agreements signed with each artist/group. See attached proposed agreements. In conjunction, a yearly calendar of</p>

		events/workshops/exhibitions featuring themes of early Oatlands Village life will be arranged to begin in early 2019 to be held either within the Commissariat building or incorporating the Gaolers Residence & Supreme Court buildings.
2.11	Do we have the capacity to deliver?	Yes. The Centre for Heritage will already be based at this precinct along with their Admin support. The SMC Community & Corporate Development team already has existing contacts of Artisans participating in the Heritage & Bullock Festival, contacts for exhibitions, an existing working relationship with Centre for Heritage to collaborate on workshops, Artists of Richmond for the business model & support from Business Tasmania mentoring/support. The buildings are almost complete & the space will become available ready for use. Existing Council admin support are available. Basic shop fittings may be required but can be sourced within Council or at low cost through auctions. Eftpos for the site is low cost.
2.12	Who do we need to partner with to make this work?	SMC Heritage team, Artists of Richmond, Centre for Heritage

<b>3.00 - Costs</b>		
3.01	Have we considered and added up all the costs? Have we got accurate cost information?	Yes. (See attached Cashflow Worksheet)
3.02	Do we know the 'cost of sales'?	See attached Cashflow Worksheet
3.03	Do we have a budget?	See attached Cashflow Worksheet
3.04	Will we be sustainable?	Yes

<b>4.00 - Profit</b>		
4.01	When will the social enterprise make a profit?	Aiming for Year 2.
4.02	When will it break even?	Based on the Artists of Richmond's first year of operation, it will break even within the first year.
4.03	Does it have targets?	Yes. 3 monthly targets to increase Associates & Consignees. However the focus was on meeting overheads & providing a sustainable model that supported (& subsidised the artists through the winter period)



4.04	What will the margins be?	See attached Cashflow Worksheet
4.05	Will that be enough to make a profit?	See attached Cashflow Worksheet
4.06	What will we do with the profit?	Turn back into the business.
4.07	Is there a margin for contingency in the plan?	No

<b>5.00 - Capital and Cash</b>		
5.01	How much funding is needed for start up and in what areas?	Very little start-up funds are required as much of the resources exist within Council. Artists of Richmond started with \$1500.00 & purchased clearance shop fittings, bags, stickers with these funds which is the amount requested. The only additional funds are for the purchase of eftpos, marketing materials & cleaning products. Once the artists are in place & operations begin, the business becomes self-sufficient quite quickly (based on Artists of Richmond). Their turnover in their first year of operation was \$100,000.
5.02	How much funding will be needed until we reach break even?	Apart from minimal start up fees & using existing resources (Admin support, Community & Corporate Development team & furniture items). Based on Artists of Richmond they broke even within their first year. See Cashflow Worksheet
5.03	Will there always be a need for funding the additional costs of providing employment support and if so, how will we get this?	Currently covered within the Community & Corporate Development team. There is scope within the collaboration with SMC Heritage Services Team to provide resources towards staffing costs. However the aim is to generate enough funds through the enterprise to subsidise these costs.
5.04	Have we considered the cash flow implications?	A small cash float will be required up front which can be recovered from the daily takings or income received from Associate Artists as rent in advance for their first month. Each day the eftpos summary & cash taken is collected by the artist on duty & delivered to Southern Midlands Council to go in their safe. Cash is banked weekly by the Heritage Hub Committee. All monies will be banked to the Heritage Hub account & Community & Corporate Development staff provide admin support for monthly disbursements to the Artisans provided based on the book keeping collated by Community & Corporate Development team. Artisans tending the shop on any given day take records of each purchase & the Artist

		allocated. Each Artist agreement stipulates the Rent, commission & any additional costs of their involvement that will be taken out of their allocation prior to disbursement. Once disbursements to Artists are paid, any additional funds are to remain with the Heritage Hub to provide any additional maintenance, shop fittings or workshop requirements & staffing costs.
5.50	Has enough background research been done to access funding/finance/grants?	Yes. Grants will be sourced for specific heritage workshops/training (through Centre for Heritage) & Arts funding to assist with the logistics to bring museum collections from either Launceston or Hobart, to Oatlands.

<b>6.00 - Premises and equipment</b>		
6.01	Do we need premises to get started?	Yes, existing. Just waiting for restoration to be completed.
6.02	Is the location right?	Yes
6.03	What equipment or tools (including transport) will we need?	Basic shop fittings such as bench/table for shop counter, additional tables or shelving to display goods, table & chairs to fit out the group/workshop space behind the shop front, bags, stickers & signage, Cleaning products & marketing materials have also been factored in.
6.04	Is Planning Approval required from Council?	Yes, already completed
6.05	Is Building Approval required from Council?	Yes, preliminary occupancy was provided for the Heritage & Bullock Festival. The buildings are in their final stages of completion.
6.06	Do we need formal support from Council?	Yes, Building Use Policy already approved at Council meeting August 2018

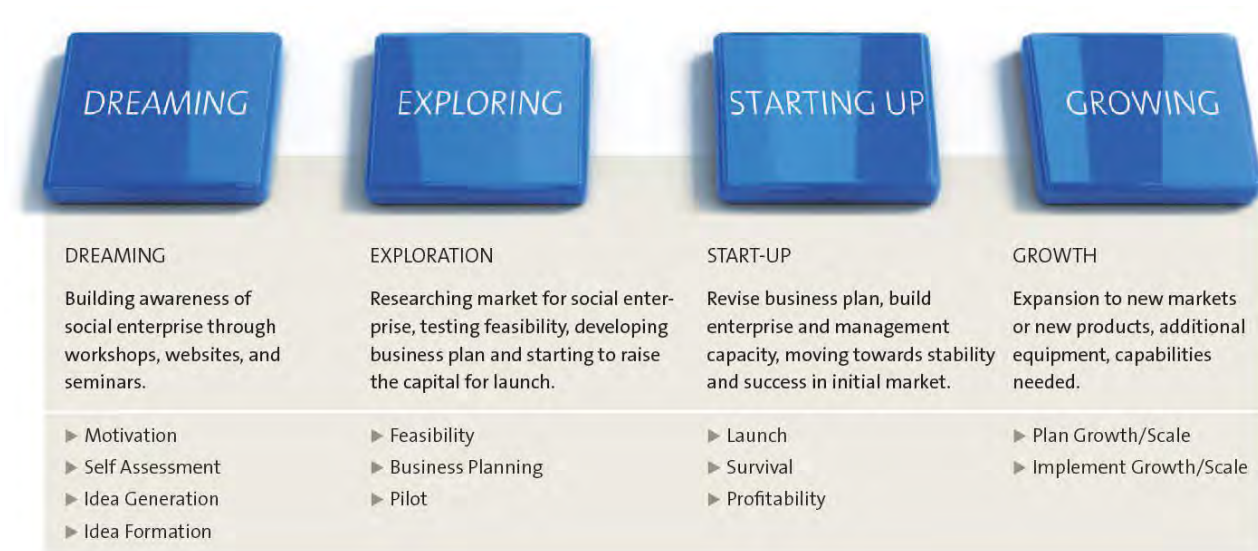
<b>7.00 - Staff/Volunteers</b>		
7.01	Will we have to recruit staff/volunteers?	Yes. Volunteers in the form of Associate Artists will be recruited to run the shop over a 7 day roster. Community & Corporate Development team can provide support to oversee finances, quality control aspects & co-ordination of calendar of events/workshops & Artisans
7.02	Can we find people with the right skills?	Yes, already existing.

7.03	What further training requirements are there?	Yet to be determined
7.04	Do we have a health & safety policy in respect of this activity?	Yes, as it is a Council building & covered by existing building policy & procedures
7.05	What kind of other policies and procedures will we need?	Memorandum of Understanding between SMC & the Heritage Hub Committee Building User guide
7.06	How will we create a supportive working environment?	Through consultation and selling the concept to likeminded people
7.07	Have we identified good practice from other social enterprises?	Yes, through collaboration with an existing social enterprise in Richmond – Artists of Richmond. Working with the business operator & artists. Their model has been successful for the last year & they have retained & increased their artisan base & artists report a happy working relationship. Given their closeness in location, village environment & similar product range, this is seen as having good practice principles that we can replicate in consultation with our local artisans.
7.08	How will we measure our social impact?	Success will be based on income turnover as well as through our impact on, and commitment to, community and society. We can gauge it on: <ol style="list-style-type: none"> <li>1. the initial interest &amp; participation,</li> <li>2. the uptake by artisans to participate in the enterprise,</li> <li>3. yearly review to gauge visitor numbers,</li> <li>4. annual turnover to the Heritage Hub &amp; artists involved in the space &amp;</li> <li>5. level of interest in workshops/demonstrations &amp; exhibitions</li> </ol>

<b>8.00 - Sustainability</b>		
8.01	What will sustainability look like?	<ul style="list-style-type: none"> <li>• A vibrant and dynamic group of people enjoying what they do, making some money and supporting the Heritage Hub by drawing additional tourists.</li> <li>• A venue with consistent opening hours &amp; a calendar of events throughout the year.</li> <li>• A business model that is self-sufficient.</li> </ul>
8.02	Can we partner up with another organisation beyond the start up phase, or divest the	Yes depending on how the concept grows. The most likely is the Centre for Heritage who are already based at the Commissariat Precinct.

	project to another appropriate organisation where it is close to their “core business”?	
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**9.00 – Project Phases**



**Project Phases - Timeline**

<b>Dreaming Phase</b>	<b>May –June 2018</b>
<b>Exploring Phase</b>	<b>July - Nov 2018</b>
<b>Starting Up Phase</b>	<b>December 2018</b>

**SMC Strategic Plan 2018 – 2027 Extracts**

<b>2.2 TOURISM GROWTH</b>	
<i>What we are aiming to achieve:</i>	
<b>2.2.1 Increase the number of tourists visiting and spending money in the municipality</b>	
<b>Key actions to achieve our aims:</b>	<b>Responsible Business Unit(s)</b>
<b>2.2.1.1 Seek opportunities to support the development, growth and promotion of a wide range of tourism in the Southern Midlands</b>	<b>GM</b>
<b>2.2.1.2 Seek opportunities to further develop and link heritage tourism opportunities both within and outside the region, including convict sites, the Oatlands Military Precinct and Callington Mill Precinct</b>	<b>HP</b>
<b>2.2.1.3 Support the development of tourism products</b>	<b>GM</b>
<b>2.2.1.4 Work in partnership with other State, Regional and local organisations including Destination Southern Tasmania and the Heritage Highway Tourism Region Association</b>	<b>GM</b>
<b>2.2.1.5</b>	
<b>2.2.1.6</b>	
<b>2.2.1.7 Embrace and implement the Heritage Highway Destination Action Plan</b>	<b>GM</b>
<b>3.3 CULTURAL LANDSCAPES</b>	
<i>What we are aiming to achieve:</i>	
<b>3.3.1 Ensure that the cultural diversity of the Southern Midlands is maximised</b>	
<b>Key actions to achieve our aims:</b>	<b>Responsible Business Unit(s)</b>
<b>3.3.1.1 Identify, and promote the Cultural heritage of the Southern Midlands through festivals and events</b>	<b>C&amp;CD</b>
<b>3.3.1.2</b>	
<b>3.3.1.3 Develop an events and festivals strategy</b>	<b>C&amp;CD</b>
<b>3.3.1.4</b>	

5.1 CAPACITY & SUSTAINABILITY COMMUNITY	
<i>What we are aiming to achieve:</i>	
5.1.1	Build the capacity of the community to help itself and embrace the framework and strategies articulated through social inclusion to achieve sustainability
5.1.2	Maintain and strengthen Communities in the Southern Midlands
Key actions to achieve our aims:	Responsible Business Unit(s)
5.1.1.1	Support Community groups who wish to run and/or develop Community based facilities
5.1.1.2	Support Community groups who wish to run and/or develop Community based events
5.1.1.3	
5.1.1.4	
5.1.1.5	Provide support to Community groups in their establishment and on-going development
5.1.1.6	Provide support to the Community in addressing major impacts that affect the ability of the Community to work cohesively together

## Objective 2

## Southern Midlands Council Arts Strategy


STRATEGIC		OPERATIONAL	
OBJECTIVE	What we are aiming to achieve	Key actions to achieve our aims	Timeline Immediate Medium Term Long Term
<i>Identify and build the capacity of the arts</i>	<p>2.1 Foster an environment that supports existing and new artists as well as existing and new arts organisations</p>	<p>2.1.1 In partnership with the Community, support and facilitate Community festivals and events                      2.1.2 Encourage the development of networks amongst artists and organisations in the arts, cultural and heritage fields to share information and resources and to undertake joint planning and joint projects                      2.1.3 Council to provide advice &amp; support in the establishing of new groups / enterprises</p>	

## Objective 4

## Southern Midlands Council Arts Strategy

STRATEGIC		OPERATIONAL	
OBJECTIVE	What we are aiming to achieve	Key actions to achieve our aims	Timeline Immediate Medium Term Long Term
<i>Recognise, celebrate and promote the uniqueness of our region through the arts</i>	<p>4.1 Increase community awareness and understanding of the history, culture and built heritage of the Southern Midlands</p>	<p>4.1.1 Identify anniversaries and opportunities for celebrations                      4.1.2 Support and encourage the production and publication of works that showcase the region</p>	
	<p>4.2 Encourage, support and celebrate our diverse Communities' participation in the arts</p>	<p>4.2.1 Support and promote creative endeavour through Council's internal and external marketing mechanisms                      4.2.2 Explore the delivery of an annual Southern Midlands Art Prize (eg the Bisdee Prize)                      4.2.3 Explore the delivery of an annual Southern Midlands Literary Prize ( eg the Treasure Prize)                      4.2.4 Support exhibitions that are inclusive of local artists</p>	

**Heritage Highway Destination Action Plan 2016 – 2019 Extract**



**PRIORITY 3** Product and services development

Actions	Responsibilities	Priorities
1. Support opportunities for continuous development of existing heritage sites to provide active and immersive differentiated and unique experiences, events and activities.	DAP Leadership Group, working with National Trust and LTA	On-going
2. Support opportunities in the central district that create significant signature experiences to attract visitors.	DAP Leadership Group	On-going
3. Support new and existing events that add value to the visitor experience and attract visitors, particularly during quieter periods, such as: <ul style="list-style-type: none"> <li>▪ Vintage car rallies</li> <li>▪ Visual Arts</li> <li>▪ Agriculture/rural life</li> <li>▪ Heritage crafts and artisans</li> <li>▪ Steam train experience</li> </ul>	DAP Leadership Group	On-going



## THE BUSINESS

### Background:

**The core idea was to link the Oatlands Heritage & Bullock Festival to the Commissariat. A collaboration & co-operative with Community & artisans.**

The Oatlands Heritage Festival is all about showcasing traditional skills & practices & to inspire people to continue these 'lost' art forms. Oatlands has the largest collection of Georgian themed buildings in Australia. What better location to promote heritage skills, trades, art & craft. The Commissariat buildings have been faithfully restored using traditional skills & the shopfront building that fronts onto the Main street would make a wonderful gallery & shop for artisan, bespoke wares made using traditional skills (much like the buildings) & largely coming from Artisans in Tasmania & via the Heritage Festival exhibitors.

**Being able to exhibit the artisan wares all year round in a set of buildings that utilises the very skills we are trying to promote is about keeping the inspiration for all things heritage & handmade alive. There is scope to use the additional buildings to provide specialist workshops throughout the year, creating a space that will be used & enjoyed by all.**

### The Business Model:

A 7 day a week retail & workshop space staffed by volunteers who are the 'makers' and supported by Southern Midlands Council Community & Corporate Development team.

There would be core stock from "Associate Artists' who have used heritage & traditional skills to make their wares. The aim is to sign up 5-7 Associate Artists who agree to commit to operating the shop for one day per week. They pay a weekly rent which is deducted from their monthly sales & in return they also receive dedicated shop space & advertising. They do not pay commission on their sales & incentives are offered to subsidise their rent over the Winter period. (See Associate Artist Agreement)

Associate Artists can be a 'group' so long as there is a roster covering who will cover the shopfront on their nominated day. If the 'group' want to use their rostered day to provide demonstrations of them at work or workshops, this arrangement would also be considered.

Additional wares can be sourced from other artisans (who use heritage & traditional skills) from around Tasmania who might not be able to participate physically but would purely provide stock on consignment with a commission paid to the enterprise. (See Consignee Agreement).

All funds go back into the enterprise to maintain self-sufficiency.

### Heritage Hub structure:



Rent is provided by the Artists paid out of their monthly sales. This guarantees them a set amount of space in the shopfront & featured promotion/advertising.

These Associate Artists do not pay a commission to the landlord on the condition that they work one day per week at the Commissariat running the shopfront.

They also get an additional “Artist of the Day” table on their days based at the shopfront to further promote their wares.

Daily takings are recorded in the daily sales book & monthly transfer book. All finances are dealt with through SMC Community & Corporate Development & Heritage Hub Committee.



### Various Artists on consignment

Artists will approach the shop &/or recruited via the SMC Community & Corporate Development team & Heritage Hub Committee. They do not contribute to rent but pay a thirty percent commission of their total monthly sales to the business. The Community & Corporate Development team & Heritage Hub Committee will collate the monthly financial information & will provide an invoice of the items sold for the month with the amounts & deduct their contribution before forwarding payment to their bank account.

### The vision:

The shop front displays would include a story of each artisan, their wares for display (& sale). As there are also two office sized rooms at the rear of the shop front, these spaces can be utilised for demonstrations & small workshops as well as displaying any exhibitions.

An example of artists include: Michelle Burns Designs.



Michelle Burns produces chainmaille Jewellery. She is an Associate artist at the Artists of Richmond. As she already has an exclusive stock agreement with the Artists of Richmond, we have negotiated with Michelle to feature her wares at the Heritage Hub based on the ‘story’ of chainmaille through the ages & she will make historic reproduction pieces to showcase the types & uses & how she uses those techniques to create modern jewellery creations. The jewellery she does include for sale will be different to that featured in Richmond but will focus on the skills & history.

In addition to the Shopfront there is the space at the rear Commissariat building which is planned as a dual purpose Community workshop space, Heritage skills training hub & also houses the Baker’s oven.

There are opportunities for creative projects that can evolve from this venture by necessity. During the Heritage & Bullock Festival, the bakers oven was fired up & used to produce traditional Sourdough bread & rolls. This was the first time in 70 years that bread was once again produced in the ovens & crowds gathered from 7am hoping to get their fresh loaf of bread. Each day of operation the bread was sold out as soon as it was brought out from the oven & demand continued throughout the Festival. There is scope to provide expressions of

interest to have a regular traditional baker produce bread from the oven & provide bread making demonstrations/workshops from this building.

There is an existing collaboration with the Centre for Heritage to provide both trade training demonstrations & workshops but also to share resources & use their bookings portal for this site.

Further workshops will become available with visiting artisans to the Heritage Festival who may be able to combine their participation in the Festival with showcasing & teaching their skills. Partnering with the 'Lost Trade Fair' that has festivals in Kyneton Victoria & Queensland also attracts both National & overseas Artisans who may wish to exhibit & provide workshops. What we do know from the Lost Trades Fair in Kyneton is that it spurred an entire town to permanently showcase & exhibit traditional skills & crafts with a cult like following. The traditions include their butcher, baker, traditional pies, chair makers & more. Oatlands has the capacity to replicate much of the Kyneton experience.

**The plan:**

1. Invite Artisans via the existing network created from the Heritage & Bullock Festival & local community to an 'Open Day'. This is anticipated to occur in late October 2018 (pending occupancy approval for the buildings). Expressions of interest would be sought from interested Artisans who would like to become an Associate Artist & Consignee for the Social Enterprise. Expressions of interest will also be sought for Artisan workshops & demonstrations (including the Bakers oven area).

Please note: Only Artisans who hand make goods using heritage & traditional skills & trades will be accepted. As per the Southern Midlands User Policy Commissariat & 79 High Street, August 2018.

2. Once there are sufficient Associate Artists to staff the shopfront, an opening date for the shopfront will be set. This is anticipated to be in December 2018 or January 2019. This allows sufficient time to source shop fittings & set up the financial management details of the enterprise.
3. SMC Community & Corporate Development will provide all support to the Social Enterprise.
4. An appropriate name of the Social Enterprise will be agreed on & signage arranged by Southern Midlands Officers.

**Draft Forms/Documents (attached):**

Artist contact details  
Associate Agreement  
Consignee Agreement  
Inventory & price list  
Expression of Interest  
Cashflow Worksheet

## ARTIST CONTACT DETAILS

NAME

ADDRESS

PHONE NUMBER

ABN

BANK DETAILS

BANK:

ACCOUNT NAME:

BSB:

ACCOUNT NUMBER:

PUBLIC LIABILITY  
INSURANCE INFORMATION

POLICY OWNER:

INSURER:

PHONE:

POLICY NUMBER:

AMOUNT:

BRIEF DESCRIPTION OF  
GOODS

# Heritage Hub

## 79 High St, Oatlands

### Associate Agreement

1. An Associate of Heritage Hub shall be a person agreed upon by the Committee of Heritage Hub, to be permitted to display and sell their goods at 79 High Street Oatlands 7021. The Associate shall pay \$50 per week to Heritage Hub but shall not be required to pay any commission on their own items. This will commence with a \$300 bond + 4 week's rent.
2. All items of an Associate offered for sale must be made in Tasmania and the introduction of new lines of work or items different from the approved items is to be approved by the Heritage Hub Committee.
3. All Associates agree to operate the business for the benefit of Heritage Hub Committee, Associates and Consignees, for one day per week or the equivalent being 52 days per annum. Days to be negotiated. Opening hours are to be adhered to.
4. At all times Associates are required to promote and sell the works of Associates and Consignees with consideration of customer and vendor. All Associates must familiarise themselves with all products to be sold whether the work of Associates or Consignees.
5. Display areas are to be negotiated with Heritage Hub Committee. Areas allocated will be altered from time to time with final say to stay with Heritage Hub Committee.
6. Insurance coverage of associates' goods is the responsibility of the Associate and each must have public liability of \$10 million certificate to be provided to Heritage Hub upon commencement.
7. Bank details to be supplied to Heritage Hub. BSB number Account number and Account name for payment each month, after expenses.
8. I \_\_\_\_\_ hereby agree to be an Associate of Heritage Hub for 3 months from the beginning of December 2018, with the option of extending the contract. I agree to give one month's notice prior to leaving Heritage Hub.

---

Name, date and signature on behalf of Heritage Hub

---

Name, date and signature of witness

---

Name, date and signature of Associate

---

Name, date and signature of witness

# Heritage Hub 79 High St, Oatlands Consignee Agreement

This Consignee agreement states the terms and conditions that govern the contractual agreement between

Heritage Hub (the “Consignor”), located at 79 High Street, Oatlands Tasmania and

\_\_\_\_\_ (the “Consignee”), located at

\_\_\_\_\_ who agree to be bound by this agreement.

WHEREAS, the consignee owns right and title to the items described on their attached application form/inventory, Heritage Hub, the consignor, desires to take possession of the consigned items with the intention of selling it to a third party.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto Heritage Hub the consignor and \_\_\_\_\_, the consignee, agree as follows:

## 1. RIGHT TO SELL

The consignee agrees to provide their products to Heritage Hub and grants Heritage Hub the exclusive right to display and sell the consigned items within the Oatlands area at Heritage Hub premises 79 High Street, Oatlands Tasmania 7021.

## 2. MINIMUM PRICE

The consignee will provide Heritage Hub with a list of all goods and the consignee’s price of each item.

## 3. INSURANCE

The consignee is responsible for the insurance coverage of their items while held at the premises of Heritage Hub.

## 4. TIMEFRAME

Consignee’s items unsold in 3 months will be reviewed by Heritage Hub. Should the consignee wish to withdraw any goods 2 weeks’ notice must be given to Heritage Hub.

## 5. CONSIGNEE REPRESENTATION

Heritage Hub hereby represents that the consignee holds full title of their product and guarantees that all products are of the highest quality and all handmade using heritage & traditional skills in Tasmania. Heritage Hub warrants the authorization to advertise and sell the consigned items on behalf of the consignee in a professional manner.

## 6. APPLICABLE LAW

This agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Tasmania and subject to the exclusive jurisdiction of the federal and state courts located in Hobart, Tasmania.

IN WITNESS, each of the parties has executed this contract as of the day and year set forth below.

---

Name, date and signature on behalf of Heritage Hub

---

Name, date and signature of witness

---

Name, date and signature of consignee

---

Name, date and signature of witness

## Heritage Hub Inventory & Price List

ARTIST:

PHONE:

EMAIL:

ABN:

Item Description	Quantity	Price p/unit	Date of Supply



## Expression of Interest

NAME	
ADDRESS	
PHONE NUMBER	
EMAIL	
NAME OF BUSINESS OR GROUP (IF APPLICABLE)	
DESCRIPTION/TYPE OF PRODUCT	
WHAT HERITAGE/TRADITIONAL SKILLS, CRAFT OR TRADE?	
PLEASE CIRCLE INTEREST AREA:	
ASSOCIATE ARTIST	CONSIGNEE
WORKSHOPS/DEMONSTRATIONS	BAKERS OVEN
PLEASE PROVIDE PICTURES OF YOUR PRODUCT	
Email pictures to: <a href="mailto:mwebster@southernmidlands.tas.gov.au">mwebster@southernmidlands.tas.gov.au</a>	

The Heritage Hub Committee will meet to assess each expression of interest based on whether it meets the criteria of a Heritage/Traditional skill, craft, art or trade & will be in contact with you further about your interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

<b>Cash flow worksheet</b>													
Month *	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total
Cash balance at the start of each month #		-\$3,058	-\$3,318	-\$3,578	-\$3,013	-\$3,146	-\$4,351	-\$2,811	-\$1,271	-\$429	\$1,936	\$4,301	
<b>Operating revenue</b>													
Sales Commission	\$1,650	\$1,650	\$1,650	\$2,475	\$2,475	\$2,475	\$3,300	\$3,300	\$3,300	\$4,125	\$4,125	\$4,125	\$34,650
Rent from Associates	\$200	\$200	\$200	\$200	\$200	\$200	\$350	\$350	\$350	\$350	\$350	\$350	\$3,300
Workshop & Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Operating Revenue</b>	<b>\$1,850</b>	<b>\$1,850</b>	<b>\$1,850</b>	<b>\$2,675</b>	<b>\$2,675</b>	<b>\$2,675</b>	<b>\$3,650</b>	<b>\$3,650</b>	<b>\$3,650</b>	<b>\$4,475</b>	<b>\$4,475</b>	<b>\$4,475</b>	<b>\$37,950</b>
<b>Other Sources of Cash Inflows</b>													
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total other cash inflows</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total monthly cash in</b>	<b>\$1,850</b>	<b>\$1,850</b>	<b>\$1,850</b>	<b>\$2,675</b>	<b>\$2,675</b>	<b>\$2,675</b>	<b>\$3,650</b>	<b>\$3,650</b>	<b>\$3,650</b>	<b>\$4,475</b>	<b>\$4,475</b>	<b>\$4,475</b>	<b>\$37,950</b>



<b>Occupancy Costs</b>														
Electricity/Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephones	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$0	\$0	\$0	\$0	\$0	\$1,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150
Land Tax	\$0	\$0	\$0	\$0	\$0	\$620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$620
Rates & Water & Sewerage	\$699	\$0	\$0	\$0	\$699	\$0	\$0	\$0	\$699	\$0	\$0	\$699	\$0	\$2,794
Repair & maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Waste removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Etc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Occupancy Costs</b>	<b>\$699</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$699</b>	<b>\$1,770</b>	<b>\$0</b>	<b>\$0</b>	<b>\$699</b>	<b>\$0</b>	<b>\$0</b>	<b>\$699</b>	<b>\$0</b>	<b>\$4,564</b>
<b>Other Expenses</b>														
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Other Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Cash Outflows</b>														
Purchase of Furniture	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
One-off bank fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other cash inflows	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Other Cash Outflows</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500</b>
<b>Total monthly cash out</b>	<b>\$4,908</b>	<b>\$2,110</b>	<b>\$2,110</b>	<b>\$2,110</b>	<b>\$2,808</b>	<b>\$3,880</b>	<b>\$2,110</b>	<b>\$2,110</b>	<b>\$2,808</b>	<b>\$2,110</b>	<b>\$2,110</b>	<b>\$2,808</b>	<b>\$2,808</b>	<b>\$31,982</b>
<b>Net difference †</b>	<b>-\$3,058</b>	<b>-\$260</b>	<b>-\$260</b>	<b>\$565</b>	<b>-\$133</b>	<b>-\$1,205</b>	<b>\$1,540</b>	<b>\$1,540</b>	<b>\$842</b>	<b>\$2,365</b>	<b>\$2,365</b>	<b>\$1,667</b>		
<b>Cash balance at the end of each month ‡</b>	<b>-\$3,058</b>	<b>-\$3,318</b>	<b>-\$3,578</b>	<b>-\$3,013</b>	<b>-\$3,146</b>	<b>-\$4,351</b>	<b>-\$2,811</b>	<b>-\$1,271</b>	<b>-\$429</b>	<b>\$1,936</b>	<b>\$4,301</b>	<b>\$5,968</b>		



***Event Evaluation***

by  
***Andrew Benson***  
Project Manager  
September 2018



## Contents

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*What Allows Us To Formally Undertake This Event*

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*200 Years On there's still plenty of ways to get held up on the  
Heritage Highway in the Southern Midlands of Tasmania*

## **Introduction**

---

***What better place for a Heritage & Bullock Festival could there be but Oatlands?***

- ❑ ***Oatlands has the largest number of intact Georgian buildings in a Village environment in Australia;***
- ❑ ***It is truly a 'living & active' historic Village;***
- ❑ ***Many historic films have been shot in Oatlands, and the most recent being 'The Nightingale' circa 1834 which has just won international acclaim at the Venice Film Festival;***
- ❑ ***The absence of the visual clutter of the overhead power poles in the High Street reinforces the historic streetscape;***
- ❑ ***The Southern Midlands Council have a major commitment to 'heritage' by***
  - ***Being the custodians of many of the significant heritage buildings and significant heritage spaces in Oatlands***
  - ***Constantly investing in the restoration of buildings in their care, with the assistance of State as well as Australian Government grants***
  - ***Employing a Heritage team, comprising an Archaeologist, a Heritage Research & Projects Officer as well as a Heritage Collections & Management Officer;***
  - ***Having 'heritage' as a high priority in the SMC Strategic Plan 2018 – 2027***
- ❑ ***Oatlands is the home of Brian Fish and his nationally renowned Bullock Team, a fair dinkum heritage icon;***
- ❑ ***The Community of Oatlands is very proud of its heritage, eg the Oatlands District Historic Society are a active not-for-profit group that has a great museum with constantly changing displays from a bygone era, Cantwell's Store is unique because as you walk in the doors you virtually walk back in time and find yourself enveloped in yester year; and finally***
- ❑ ***Oatlands is a significant Village and a former coaching stop on the Heritage Highway between Hobart & Launceston.***

***These are just a few reasons why it is highly appropriate that Oatlands is recognised as the perfect location in Tasmania and indeed, Australia, to host a Heritage & Bullock Festival.***

## Background

*Festivals and events have been delivered in Oatlands over many years with varying degrees of success.*

- A Rodeo was held in the Callington Park area for some during the 1990s, however it is understood that the numbers were low;*
- In 2001 an annual Oatlands Open Day (later referred to as the Oatlands Spring Festival) operated for approximately ten years until its demise in 2012. The festival occupied one day in the month of October. The comment was made that ‘the Committee just got worn out’ and therefore the festival lost its focus and the continuing Committee wobbled until the decision was made not to proceed with any further Oatlands Spring Festivals;*
- There have been a number of Bullock Festivals that have been held in Oatlands, 2006, 2009 and these were held, very successfully on the land on the western side of the Midland Highway but in close proximity to the Village of Oatlands, these events paced heritage agricultural practices against modern agricultural practices – horsepower against bullock power; and*
- In 2016 the SMC Arts Advisory Committee resolved to have a one day event in August, and the local Bullock Committee had resolved to run a two day event over that same weekend. It was late in the planning however the two groups worked together to provide a memorable experience. The Arts Advisory Committee showcased arts and crafts, including blacksmiths, quilting, weaving, painting and the like.*



2008

2009

2010

2011



## Why We Did This

### **Hear ye ! Hear ye ! Hear ye !**

*In the days long before mass communication, Town Criers with hand bells were the best way to get the latest news and announcements to the general public in Georgian England as well as the Colonies.*

*We used the same method in sharing information over the duration of the Festival.*



#### **Meet Our Resident Town Criers**

*Simon Blight*

*Wayne Sandford-Smith*



### **We wanted to...**

- *Use a significant event to bring the Community together and focus on the many endearing aspects of Oatlands and to demonstrate what can happen when everyone is engaged & benefiting in 'a whole of Village event'. Creating a Win – Win experience for the whole Community;*
- *Respond to a large number of people in Oatlands who were keen to have 'an event';*
- *Raise the profile and tourist experience (intra-state as well as inter-state) of Oatlands & the Southern Midlands;*
- *Open Oatlands' heritage buildings to the general public; and*
- *Showcase Oatlands as a 'living historic Village'.*

### **We wanted to achieve**

- **Awareness** – *we wanted people to know more about the tourism & visitor experience in our region*
- **Dispersal** – *we wanted people to explore more parts of our region*
- **Yield** – *we wanted each visitor to spend more during their visit*

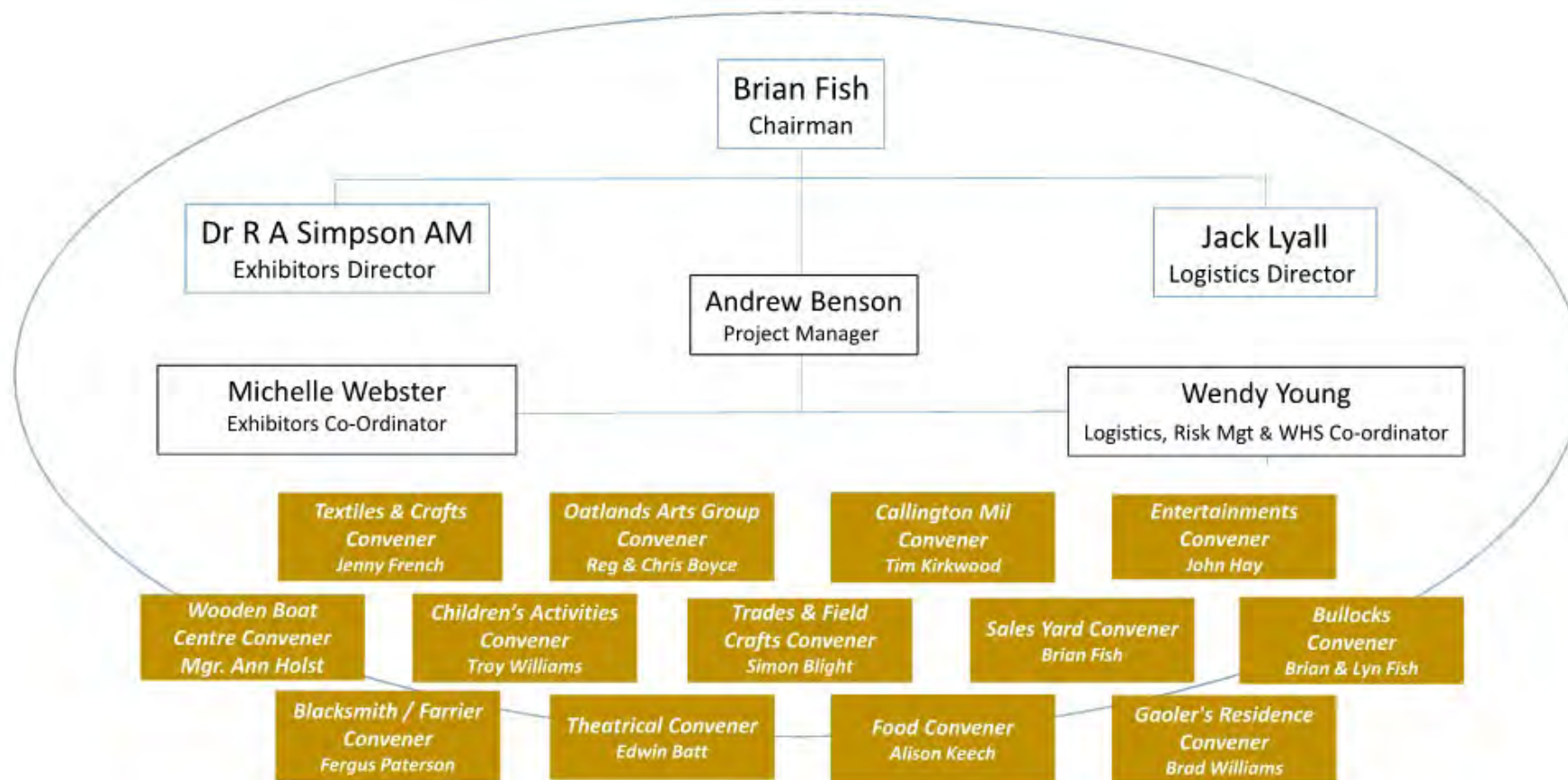
## ***How Did We Do It***

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- *Listened to the Community*
- *Established a well structured Festival Committee*
  - *Exceptional Community Leadership as the Committee drivers by well respected individuals in the Community, Chairman - Brian Fish, Exhibits Director - Dr R A Simpson AM, Director Logistics - Jack Lyall*
  - *Underpin those Community Leaders with solid and enthusiastic cluster of people, Andrew Benson – Project Manager, Michelle Webster - Exhibits Coordinator, Wendy Young – Logistics / Risk Mgt / WHS Coordinator;*
  - *Create a group of Conveners for each cluster of activities, eg Entertainment, Traditional Trades, etc*
  - *Finally the coming together of an energetic and passionate Committee who were fun to work with & outcome, focused*
- *Developed a comprehensive Event Management Plan*
- *Good media support through Keryn Nylander, Communications Consultant*
- *Understanding the learnings from the 2016 Festival*
- *Engaging with the Community through the Community groups in Oatlands*
- *Sharing the Go / No Go timeline for the event*
- *Engaging with the High Street Traders*
- *Gave away branded t shirts and badges*
- *Being responsive to identified needs flagged through the Community engagement processes*
- *Honoured the underpinning principles encircling the logo, Integrity, Traditional, Authenticity, Skills, Craftsmanship, & Heritage*

## Who Were Part Of The Event

*The Structure of the Festival Committee*



*Plus an amazing group of exhibitors, musicians, Lion Dancers comedians, etc, plus many, many more - refer to the Program in the Appendices and those who are captured within this document*

## Places & Spaces Used For The Event



**Council Chambers**  
Circa 1881  
Custodianship by SMC



Oatlands Arts Group



**Oatlands Community Hall**  
Circa 1876  
Custodianship by SMC



Handweavers, Spinners Dyers Guild Tas Inc.

## Places & Spaces Used For The Event



**Supreme Court**  
Circa 1827  
Custodianship by SMC

Christina Henri's convict bonnets were also displayed in the front rooms of the Supreme Court building



Theatrical 'comedy', by Edwin Batt, Brad Williams, Tim Johnson and Martine Batt adapted from a case in 1835 – 'very funny, eat your heart Billy Connolly'



**Lake Frederick Inn Studio**  
Circa 1833  
Owned by John Ibrahim



Leatherworkers, Crafty Devils,  
Tania Burbury and Icaras Leathercraft

## Places & Spaces Used For The Event

---



**Mill Owners Cottage – Callington Mill**

*Circa 1837*

*Custodianship by SMC*



*Artists of Richmond, Calendar Artist, &  
Mill Tours Ticketing,*



**The Stables – Callington Mill**

*Circa 1837*

*Custodianship by SMC*



*Fergus with his Farriers & Blacksmiths*

## *Places & Spaces Used For The Event*

---



### ***Callington Mill***

*Circa 1837*

*Custodianship by SMC*



*Mill Tours engaged with the magic of the  
the inner workings of Callington Mill*

## Places & Spaces Used For The Event



**Commissariat**  
Circa 1828  
Custodianship by SMC



**Baker**  
Jay Patey  
Pigeon Whole Bakery



**Shop**  
Circa 1875  
Custodianship by SMC



*Other traditional  
trades operated  
out of the Shop  
during the Festival*

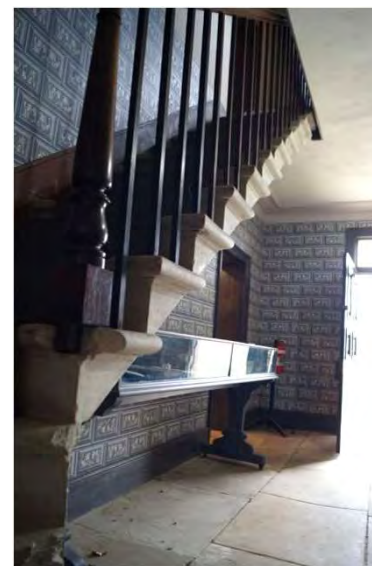
**Chair Maker**  
Jon Grant



## Places & Spaces Used For The Event



**Gaoler's Residence**  
Circa 1837  
Custodianship by SMC



Traditional wall paper making by artisan Alan Townsend inside the entry of the Gaoler's Residence



**Former C T Fish Store**  
Circa 1954  
Custodianship by SMC

Eva demonstrating some Jelly dyeing techniques



## *Places & Spaces Used For The Event – Community & Organisations in Oatlands*

---



***Oatlands District Historical Society Inc.***  
*Circa 1951*  
*Owned by the Society*



*The Historical Society established displays in the Museum that reflected the theme of the Festival with traditional trades showcased*



***Cantwell's Store***  
*Circa 1860*  
*Owned by Joan Cantwell*



*Mrs Cantwell behind the counter asking Patty Burbury to sign the visitors book in the shop, a little like Arkwright's Shop in 'Open All Hours'*

## Places & Spaces Used For The Event – Callington Park and Surrounds



## *Places & Spaces Used For The Event – Callington Park and Surrounds*



*Mayor Tony Bisdee OAM Opening the Festival*



*Wooden Boat Centre – part of their display & activities*



*Some of the children's activities by the Living Waters Christian Centre*



## Places & Spaces Used For The Event - Food

*An overall objective was to ensure that the 'Traders' in Oatlands benefitted from the Festival. To that extent the Committee invited two food vans and one coffee van to participate in the event, given the anticipated visitors numbers, a lack of food outlets would have been a major barrier to the success of the event. Unfortunately there was an issue for one of the food vans as there was no three phase power outlet on the site for them to use and therefore they were unable to participate in the Festival*



*Brian Fish and his Bullocks during the High St Parade stopped outside the 'Wooden Spoon Café'*



*Brighton & Southern Midlands Pony Club at the Drover's Hut BBQ*

*In addition the Drover's Hut BBQ in Callington Park was offered to a number Community sporting groups, the Brighton & Southern Midlands Pony Club took up the option for the Saturday and the Mount Pleasant Football Club took up the option for the Sunday. The Café in the Miller's Cottage was used on the Saturday by the Community Radio Station Committee to raise some funds. The Oatlands Community Club / RSL catered for meals during the day and the evening during the Festival, it is understood that a cheerful crowd patronised the establishment, to rave reviews.*

## Places & Spaces Used For The Event - Music



## **What Was Achieved – Feedback from Exhibitors**

---

*Thank you and all staff for the wonderful event last weekend that was the Heritage & Bullock Festival. The organisation was excellent and I really appreciated the fact that even though I asked to be included only a few days before the event, you bent over backwards to find a space for me, which was I might add, excellent.*

*This then extended to the actual Festival itself, where everyone was just so great which really made the festival great fun.*

*The crowds were really good both days and I was very pleased with my sales. I also took along some items to work on by way of demonstration of my leathercraft and loved how interested everyone was in what I was doing.*

*I would very much like to be involved in any future festivals that are held where you would like craft stalls.*

*I look forward to receiving the invitation to the get together, and will certainly come if I can*

*Thank you again*

*Nerilee Saraci  
Icaras Leathercraft*

*There was other feedback received in relation to signage and a number of minor issues and these will be picked up as part of the continuous improvement processes that will be implemented for any future event. All feedback is appreciated - AB*

*Thank you for all your effort! Your last minute problem solving skills when we realised we weren't going to all fit in the Gay St Hall were fantastic. I think a bit more communication between Jenny French and myself about how big our displays were would have solved this but hindsight is a wonderful thing. I think we both thought that each others group displays weren't that big. Maybe next time it would be better if all the spinners from The Guild were organised through me instead of half being organised by Roweena and half by me, even if they wanted to sit outside The Lucky Ewe. It might save any misunderstandings.*

*Other feedback I have is on a personal level I found it hard to organise getting you a copy of public liability insurance on short notice as I had to contact a member of the Handweavers, Spinners and dyers Guild in Hobart to arrange this. That made it tricky because I was giving other overworked volunteers difficult deadlines.*

*The only other bit of feedback I can think of is early on in the organising I felt like I wasn't getting much information. This was remedied every time I spoke to you in person where I felt I got a lot of information and could ask all the questions I needed.*

*So all in all the 2018 Heritage and Bullock Festival was a positive experience for the Oatlands Branch of the Handweavers, Spinners and Dyers Guild and the Guild members I asked to participate.*

*The Oatlands Spinners have already been discussing what worked and what didn't in our display and how we can improve our display in the future.*

*So three cheers for you! May the next one be even better.*

*Georgina Young  
Coordinator, Oatlands Branch  
Handweavers, Spinners Dyers Guild Tas Inc.*

## **What Was Achieved – Reinventing Rural Places – other examples**

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[EXTRACT]

***'Reinventing Rural places - The extent and impact of festivals in rural and regional Australia' 2009; University of Wollongong***

*It is clear that generating income is not one of the main priorities of rural festivals; their real purpose is promoting an activity, theme or locality. This is not to say that festivals cannot generate benefits of an economic nature for their local communities. In 2009, with an estimated attendance of 9,500, the Parkes Elvis Revival Festival brought in \$6 million in direct visitor expenditure (at an average of \$643 per visitor). In 2008, with an attendance of 22,000, the Deniliquin Ute Muster generated direct visitor expenditure of \$13 million (at an average of \$610 per person). Even in much smaller festivals, their relative impact is notable: at the Gromfest youth surf carnival in Lennox Head, Northern NSW, 1200 visitors attended, spending \$472 per person on average. This translated into nearly \$600,000 of spending, injected into the small town over the course of a weekend. Indeed, herein lies a common characteristic of festivals: their organisers may make no or little direct profit, but instead they catalyse meaningful monetary benefits for their surrounding communities as a flow-on effect – through tourism visitation expenditure, through the hiring of local expertise, and sourcing local services and materials. Benefits are felt most by an array of local small businesses that are functionally connected to the festival, such as cafes and restaurants, sound and lighting equipment hire, waste management, hotels and motels, pubs, printers, advertising agencies, legal services and catering companies. Based on responses to survey questions about turnover and attendance, and using data generated by close economic modelling of visitor expenditure at festivals in Parkes, Deniliquin, Daylesford and Lennox Head (where audience ranged size from 1200 to 22,000), it was possible to provide estimates for the total dollar value of the economic activity generated by rural festivals.*

[END OF EXTRACT]



## ***What Was Achieved – Finances, Volunteers & Visitors***

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*The costs to Council of delivering the Festival was – (Refer to the attached Financial details in the Appendices)*

	<i>Expenditure</i>	<i>\$12,336.68</i>
	<i>Income</i>	<i><u>\$ 2,161.64</u></i>
	<i>Cost</i>	<i>\$ 10,175.04</i>
<i>Council Field workforce</i>	<i>\$ 7,095.96</i>	
<i>Council Community Dev Team</i>	<i><u>\$ 6,960.00</u></i>	
<i>Sub Total</i>	<i>\$14,055.96</i>	

*Through a careful analysis it is estimated that in the order of 5,200 people attended the Festival over the two days*

*There were an estimated 653 volunteer hours provided in the planning, activities and windup of the Festival*

*Based on an estimated spend in accordance with the aforementioned Report 'Reinventing Rural Places' \$50/person is quite a conservative estimate, therefore multiply the \$50 x the number of attendees 5,200 = \$260,000.00 that stays in the Community as an economic benefit from the Festival.*

*There were so many high points in the event that they are too numerous to mention, suffice to say that everyone put in a major effort and should rightly be very proud of Oatlands and the Heritage & Bullock Festival*

## Acknowledgements

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*The following contributions are greatly appreciated;*

*The Festival Committee – they were a passionate and energetic group who worked together very well under the Chairmanship of Brian Fish*

*Ownership of private property that was opened to the public over the Festival weekend  
Joan Cantwell (Cantwell's Store), John Ibrahim (Lake Fredrick Inn Studio), Oatlands District Historical Society (Museum),  
Rowena Butler (The Lucky Ewe)*

*Sgt Rob Cooke and Constable Dave Rollins for their assistance and support for, and throughout the Festival*

*The various Community groups that participated and supported the Festival*

*The High Street Traders and indeed the whole Community embraced the spirit of the Festival, showcasing Oatlands to be a wonderful 'living' historic village.*

*The exhibitors were a tremendous draw card and a crucial component of the Festival*

*The sponsorships of the various Community Groups within the Festival has been greatly appreciated, with Community Groups developing those arrangements separately from the main Festival Committee and therefore individually being responsible for the circulation of those sponsorship funds within their own frameworks and desires*

*The Mayor, Councillors, General Manager and Council Officers of the Southern Midlands Council have been a main stay for the overall successful of the Festival*

*Images for this Report have been provided by Kerrie Cooper as well as Andrew Benson*

## APPENDIX A - What Allows Us To Formally Undertake This Event

### SMC Strategic Plan 2018 – 2017 Extracts

<b>2.2 TOURISM</b>		<b>GROWTH</b>
<b>What we are aiming to achieve:</b>		
<b>2.2.1 Increase the number of tourists visiting and spending money in the municipality</b>		
<b>Key actions to achieve our aims:</b>		Responsible Business Unit(s)
<b>2.2.1.1</b>	<b>Seek opportunities to support the development, growth and promotion of a wide range of tourism in the Southern Midlands</b>	GM
<b>2.2.1.2</b>	<b>Seek opportunities to further develop and link heritage tourism opportunities both within and outside the region, including convict sites, the Oatlands Military Precinct and Callington Mill Precinct</b>	HP
<b>2.2.1.3</b>	<b>Support the development of tourism products</b>	GM
<b>2.2.1.4</b>	<b>Work in partnership with other State, Regional and local organisations including Destination Southern Tasmania and the Heritage Highway Tourism Region Association</b>	GM
<b>2.2.1.5</b>		
<b>2.2.1.6</b>		
<b>2.2.1.7</b>	<b>Embrace and implement the Heritage Highway Destination Action Plan</b>	GM
<b>3.3 CULTURAL</b>		<b>LANDSCAPES</b>
<b>What we are aiming to achieve:</b>		
<b>3.3.1 Ensure that the cultural diversity of the Southern Midlands is maximised</b>		
<b>Key actions to achieve our aims:</b>		Responsible Business Unit(s)
<b>3.3.1.1</b>	<b>Identify, and promote the Cultural heritage of the Southern Midlands through festivals and events</b>	C&CD
<b>3.3.1.2</b>		
<b>3.3.1.3</b>	<b>Develop an events and festivals strategy</b>	C&CD
<b>3.3.1.4</b>		

## APPENDIX A - What Allows Us To Formally Undertake This Event *cont'd*

### SMC Strategic Plan 2018 – 2017 Extracts *Cont'd*

5.1 CAPACITY & SUSTAINABILITY		COMMUNITY
What we are aiming to achieve:		
5.1.1	Build the capacity of the community to help itself and embrace the framework and strategies articulated through social inclusion to achieve sustainability	
5.1.2	Maintain and strengthen Communities in the Southern Midlands	
Key actions to achieve our aims:		Responsible Business Unit(s)
5.1.1.1	Support Community groups who wish to run and/or develop Community based facilities	C&CD
5.1.1.2	Support Community groups who wish to run and/or develop Community based events	C&CD
5.1.1.3		C&CD
5.1.1.4		C&CD
5.1.1.5	Provide support to Community groups in their establishment and on-going development	C&CD
5.1.1.6	Provide support to the Community in addressing major impacts that affect the ability of the Community to work cohesively together	C&CD

**APPENDIX A - What Allows Us To Formally Undertake This Event** *cont'd*

**SMC Arts Advisory Strategy Extract**

**Objective 2**

**Southern Midlands Council Arts Strategy**

STRATEGIC		OPERATIONAL	
OBJECTIVE	What we are aiming to achieve	Key actions to achieve our aims	Timeline <i>Immediate Medium Term Long Term</i>
<i>Identify and build the capacity of the arts</i>	2.1 Foster an environment that supports existing and new artists as well as existing and new arts organisations	2.1.1 In partnership with the Community, support and facilitate Community festivals and events 2.1.2 Encourage the development of networks amongst artists and organisations in the arts, cultural and heritage fields to share information and resources and to undertake joint planning and joint projects 2.1.3 Council to provide advice & support in the establishing of new groups / enterprises	

**Objective 4**

**Southern Midlands Council Arts Strategy**

STRATEGIC		OPERATIONAL	
OBJECTIVE	What we are aiming to achieve	Key actions to achieve our aims	Timeline <i>Immediate Medium Term Long Term</i>
<i>Recognise, celebrate and promote the uniqueness of our region through the arts</i>	4.1 Increase community awareness and understanding of the history, culture and built heritage of the Southern Midlands	4.1.1 Identify anniversaries and opportunities for celebrations 4.1.2 Support and encourage the production and publication of works that showcase the region	
	4.2 Encourage, support and celebrate our diverse Communities' participation in the arts	4.2.1 Support and promote creative endeavour through Council's internal and external marketing mechanisms 4.2.2 Explore the delivery of an annual Southern Midlands Art Prize (eg the Bisdee Prize)	

## APPENDIX A - What Allows Us To Formally Undertake This Event *cont'd*

### Heritage Highway Destination Action Plan 2016 – 2019 Extract



**PRIORITY 3** Product and services development

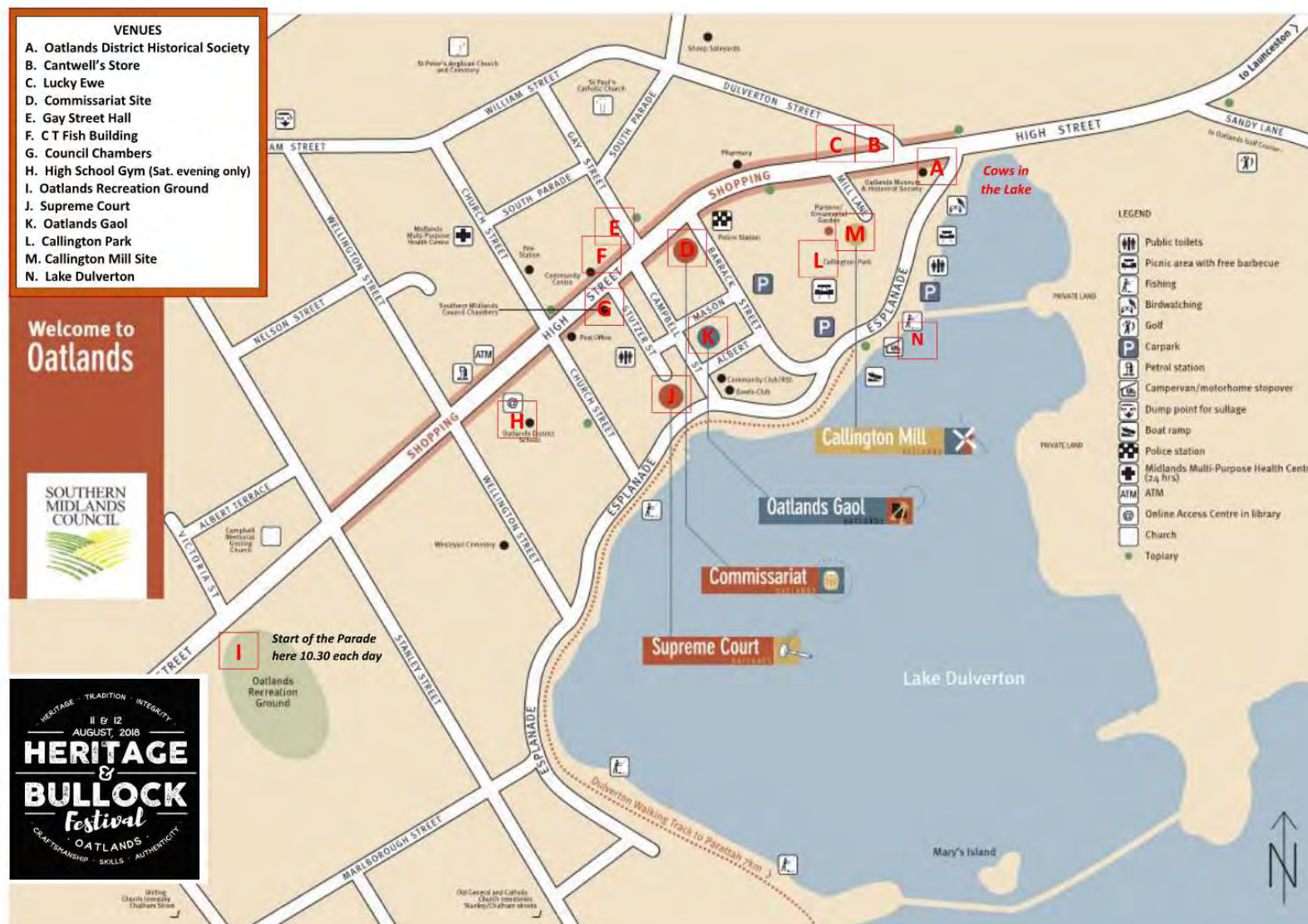
Actions	Responsibilities	Priorities
1. Support opportunities for continuous development of existing heritage sites to provide active and immersive differentiated and unique experiences, events and activities.	DAP Leadership Group, working with National Trust and LTA	On-going
2. Support opportunities in the central district that create significant signature experiences to attract visitors.	DAP Leadership Group	On-going
3. Support new and existing events that add value to the visitor experience and attract visitors, particularly during quieter periods, such as: <ul style="list-style-type: none"> <li>▪ Vintage car rallies</li> <li>▪ Visual Arts</li> <li>▪ Agriculture/rural life</li> <li>▪ Heritage crafts and artisans</li> <li>▪ Steam train experience</li> </ul>	DAP Leadership Group	On-going

Table 1: Visitor activity by township

Town	Passed through	Stopped & looked around	Stayed overnight/ average no. of nights	Total visitors
Campbell Town	62,525	66,253	4,760/ 1.7	133,538
Ross	30,060	66,597	10,266/ 1.7	106,923
Oatlands	37,167	37,746	10,335/ 1.6	85,249
Longford	24,075	25,717	14,417/ 2.8	64,209
Evandale	29,704	40,436	8,928/ 3.5	79,068

Source: Tasmanian Visitor Survey year ending September 2016, International Visitor Survey year ending September 2016, National Visitor Survey year ending September 2016.

## APPENDIX B – Program Flyer



## APPENDIX B – Program Flyer

Venue	Activity
A. Oatlands Historical Society 107 High Street	Museum Displays of Traditional Trades and Crafts. Wool Press.
B. Cantwell's Store 120 High Street	Photographical Display Old Store / Museum
C. Lucky Ewe 112 High Street	Spinning & Weaving, Fleece & Fibre – Display
D. Commissariat Site 79 High Street	Traditional Trades Wood Fired Bread Making/Sales
E. Gay Street Hall 1 Gay Street	Spinning, Weaving, Quilting and Felting, plus <i>Jelly Dying on Wool</i> 11.00am, 1.00pm, 3.00pm daily
F. CT Fish Building 70 High Street	Oatlands Art Group display
G. Council Chambers 71 High Street	Oatlands Arts Group Painting - Display & Hands-on
H. High School Gym 53 High Street	Saturday Evening Concert 7.00pm to 10.00pm \$10/person
I. Oatlands Recreation Ground 29 High Street	Start of Bullock Parade 10.30 each day
J. Supreme Court 7 Campbell Street	Theatrical Court Cases (fun) 12pm & 2.30pm daily Convict Bonnets Display
K. Oatlands Gaol 3 Mason Street	Historical Tasmanian Wallpaper Exhibition & Museum Display Working Bullock Display  Sheep & Cattle Auction (Sat) 1.30pm Paddy's Market Auction (Sat)
L. Callington Park The Esplanade	Central Entertainment Stage Wooden Boat Centre Display Heritage Machinery Display  Children's Activities
M. Callington Mill Mill Lane	Blacksmith's Forge – Farriers  Mill Tours  Callington Mill Flour Sales Horse Drawn Carriage Tickets Traditional Shed Calendars Artists of Richmond Soap/Candles/Natural Skin Care Leatherwork - Display & Demo
N. Lake Dulverton	Angling Displays & Hands-on Casting Cows in the Lake adjacent to 107 High Street
O. High Street	Bullock's Parade, Bagpipes & Chinese Lion Dance

Café / Food	Oatlands Businesses
Midlands Hotel 91 High Street	Oatlands District Historical Society 107 High Street
Pancake & Crepe Shop 110 High Street	Lucky Ewe 112 High Street
The Stables Restaurant 85 High Street	Provincial Interiors 94 High Street
The Feisty Hen Pantry 94 High St	Winton Cottage Antiques 87 High Street
Pigeon Whole Bakers Wood Fired Bread 79 High St	Apple House Australia 82 High Street
Sticki Fingers Café (Newsagency) 65 High Street	Oatlands Antiques 78 High Street
TKO Bakery Award Winning Pies 60 High Street	Bargain Centre 68 High Street
The Wooden Spoon 56 High Street	Mancy's Shop 67 High Street
Oatlands IGA Supermarket 54 High Street	Oatlands Newsagency 65 High Street
The Road House 47 High Street	Podium Gallery 62 High Street
	Laundry 43 High Street
	Bagdad Pottery 45 High Street
<b>Site Specific Food for the Event in and Around Callington Park</b>	
Baker Food Van Callington Park	
Callington Mill Café Mill Lane	
Drover's Hut BBQ Callington Park	
Bean Frenzy (coffee) Callington Park	
Ice House Beverage's Callington Park	
Oatlands Community Club / RSL Albert Street	
Sat lunch 12.00 – 2.00	
Sat evening 6.00 – 8.00	
Sun lunch 12.00 – 2.00	
<b>Assistance Required</b>	
Call Michelle 0403 893 257 Wendy 0458 711 028 Andrew 0429 852 730	

Entertainment	Sat	Sun
Mill Tours – hourly Callington Mill	✓	✓
Molly Maguire's (convict music) Main stage	✓	✓
Theatre Court Re-enactments - 12.00 & 2.00 Supreme Court Building	✓	✓
Children's Activities - All Day Callington Park	✓	✓
Town Crier - All Day Roaming	✓	✓
City of Hobart Scottish Pipe Band High Street	✓	
Derwent Scottish Pipe Band High Street		✓
Baldock & Burgess Country Music Callington Mill/Court House	✓	✓
Grey Nomads (Edwin) Midlands Hotel	✓	✓
Rakish Paddy – Bush Ballard's Callington Mill/Court House	✓	✓
Vanessa Bourne Main stage	✓	✓
Kylie Adams-Collier – Country Music Main stage in Callington Park /Mill	✓	✓
Sundown – Band (Main stage)	✓	✓
Bernie Bruce – One Man Band (Main stage in Callington Park)	✓	✓
Horse Drawn Carriage Rides \$5/person	✓	
Bullock Team Demonstrations	✓	✓
Sheep Auction	✓	
Cattle Auction	✓	





**APPENDIX C - Financials**

Item	Description	Unit	Qty	Rate	Sub Total	GST	Less GST	Useage	2018 Event
<b>EXPENDITURE</b>									
<b>Promotion</b>									
1	Badge parts	item	1	\$ 45.00	\$ 45.00	\$ 4.09			
2	Tee Shirts and printing	each	100	\$ 12.00	\$ 1,200.00	\$ 109.09			
3	Hire of Town Crier Costume	item	1	\$ 50.00	\$ 50.00				
4	Aprons	each	10	\$ 6.30	\$ 63.00	\$ 5.73			
5	Apron printing				\$ -				
<b>Total Promotion</b>					<b>\$ 1,358.00</b>	<b>\$ 118.91</b>	<b>\$ 1,239.09</b>	<b>1</b>	<b>\$ 1,239</b>
<b>Media</b>									
1	Media Consultant Keryn Nylander	item	1	\$ 720.00	\$ 720.00	\$ 65.45	\$ 654.55		
<b>Total Media</b>					<b>\$ 720.00</b>	<b>\$ 65.45</b>	<b>\$ 654.55</b>	<b>1</b>	<b>\$ 655</b>
<b>Signage</b>									
1	Oatlands Highway signs	each	2	\$ 137.50	\$ 275.00	\$ 25.00	\$ 250.00	4	\$ 62.50
2	Entrance to the village sign (Plume)	each	2	\$ 115.50	\$ 231.00	\$ 21.00	\$ 210.00	4	\$ 52.50
3	Event Location Flags plus base	each	10	\$ 302.50	\$ 3,025.00	\$ 275.00	\$ 2,750.00	8	\$ 343.75
4	Sandwich Board Exhibitor sign plus corflute	each	12	\$ 209.00	\$ 2,508.00	\$ 228.00	\$ 2,280.00	8	\$ 285.00
5	Regional Highway signs corflute	each	5	\$ 104.50	\$ 522.50	\$ 47.50	\$ 475.00	4	\$ 118.75
<b>Total Signage</b>					<b>\$ 6,561.50</b>	<b>\$ 596.50</b>	<b>\$ 5,965.00</b>		<b>\$ 863</b>
<b>Entertainment</b>									
1	Air Travel Bourne & Adams Collier	item	1	\$ 654.00	\$ 654.00				
2	Fees Bourne & Adams Collier	each	2	\$ 600.00	\$ 1,200.00				
3	Sundown'	days	2	\$ 350.00	\$ 700.00				
4	Molly Maguires'	days	2	\$ 400.00	\$ 800.00				
5	Maurice Baldock & Kaye Burgess	days	2	\$ 225.00	\$ 450.00				
6	Rakish Paddy'	days	2	\$ 225.00	\$ 450.00				
7	Grey Nomads'	days	2	\$ 225.00	\$ 450.00				
8	City of Hobart Pipe Band	days	1	\$ 550.00	\$ 550.00				
9	Derwent Scottish Pipe Band	days	1	\$ 550.00	\$ 550.00				
10	Phil Rush	days	2	\$ 250.00	\$ 500.00				
11	Bernard Bruce	days	1	\$ 400.00	\$ 400.00				
<b>Sub Total</b>					<b>\$ 6,704.00</b>				
<b>Less Inability to Attend</b>									
12	Phil Rush	days	2	\$ 250.00	\$ 500.00				
					<b>\$ 6,204.00</b>				

## APPENDIX C - Financials

Item	Description	Unit	Qty	Rate	Sub Total	GST	Less GST	Useage	2018 Event
<b>Additional Income</b>									
13	Income from Raffle (\$1,000 of petrol)	item	1	\$ 1,818.00	\$ 1,818.00				
14	Income from Saturday Night Concert	item	1	\$ 600.00	\$ 600.00				
<b>Sub Total Additional Income</b>					\$ 2,418.00				
<b>Costs from Additional Income</b>									
15	BP for \$1,000 of petrol	item	1	\$ 1,000.00	\$ 1,000.00				
<b>Sub Total Cost from Additional Income</b>					\$ 1,000.00				
<b>Surplus from Additional Activities</b>					\$ 1,418.00				
<b>Entertainment Total</b>					\$ 4,786.00		\$ 4,786.00	1	\$ 4,786
<b>Infrastructure</b>									
1	THF WC Hire	each	6	\$ 166.67	\$ 1,000.00	\$ 90.91			
2	Marquee 15m x 10m Hire Supply & erect	item	1	\$ 3,200.00	\$ 3,200.00	\$ 290.91			
3	Hire of Oatlands Community Hall	each	2	\$ 25.00	\$ 50.00				
4	Purcahse of Straw Bales for seating	each	20	\$ 7.00	\$ 140.00	\$ 12.73			
<b>Infrastructure Total</b>					\$ 4,390.00	\$ 394.55	\$ 3,995.45	1	\$ 3,995
<b>Other - Carriages</b>									
1	Heritage Carriages	day	1	\$ 1,000.00	\$ 1,000.00	\$ 90.91	\$ 909.09		
	Revenue from Ride Sales	ride	22	\$ 5.00	\$ 110.00		\$ 110.00		
					\$ 890.00		\$ 799.09	1	\$ 799
<b>Bullock Committee</b>									
1	Brian Fish contribution to insurance	item	2	\$ 275.00	\$ 550.00	\$ 50.00	\$ 500.00	1	\$ 500
<b>Bullock Committee Total</b>									
<b>TOTAL EXPENDITURE</b>									\$ 12,336.68

## APPENDIX C - Financials

Item	Description	Unit	Qty	Rate	Sub Total	GST	Less GST	Useage	2018 Event
<b>INCOME</b>									
<b>Mill Tours</b>									
	Mill tours Adult	each	15	\$ 10.00	\$ 150.00				
	Mill tours Family	each	2	\$ 25.00	\$ 50.00				
	Mill tours Seniors	each	7	\$ 5.00	\$ 35.00				
	<b>Mill Tours Total</b>				<b>\$ 235.00</b>				
<b>Retail Sales</b>									
	Retail Sales	item	1	\$ 712.75	\$ 712.75				
	Cost of goods sold		20%		\$ 142.55				
	<b>Total Retail Sales</b>				<b>\$ 570.20</b>				
<b>Flour Sales</b>									
	Flour Sales	item	1	\$ 376.80	\$ 376.80				
	Cost of goods sold		20%		\$ 75.36				
	<b>Total Flour Sales</b>				<b>\$ 301.44</b>				
<b>Straw Bales - Recovery of costs</b>									
	Straw Bales sales	each	19	\$ 5.00	\$ 95.00				
	<b>Total Straw Bales - Recovery of costs</b>				<b>\$ 95.00</b>				
<b>Food Van Fees</b>									
		each	2	\$ 100.00	\$ 200.00				
<b>Bakery Bread from Commissariat</b>									
	Bread Sales	item	1	\$ 950.00	\$ 950.00				
	Cost of Goods sold		20%		\$ 190.00				
	<b>Total Bakery Bread from Commissariat</b>				<b>\$ 760.00</b>				
	<b>TOTAL INCOME</b>				<b>\$ 2,161.64</b>				<b>\$ 2,161.64</b>
							<b>COST OF THE EVENT</b>		<b>\$ 10,175.04</b>
<b>Council Labour &amp; Resources</b>									
	Field Workforce plus Plant (actual)	item	1	\$ 7,095.96	\$ 7,095.96				
	Internal Staff (estimate)	hrs	120	\$ 58.00	\$ 6,960.00				
					<b>\$ 14,055.96</b>				<b>\$ 14,055.96</b>
Compiled by Andrew Benson - Project Manager 4th September 2018									

**THIS LEASE** is made the 1<sup>st</sup> day of January 2018.

**BETWEEN:** Southern Midlands Council the Lessor described in Item 1 (called “Lessor”)

**AND:** Oatlands Community Association Incorporated the Lessee described in Item 2 (called “Lessee”)

## **Operative Part**

### **Part 1 – DEFINITIONS AND INTERPRETATION**

#### **Definitions**

In this Lease the following expressions have the following meanings:

“Building” means the building or buildings on the Leased Premises, including:

- (a) The land on which the Building is erected;
- (b) Land, buildings and structures owned or controlled by the Lessor in conjunction with the Building, which is or may in the future be erected or altered;
- (c) Lessor’s Fixtures, and the Lessor’s chattels, plant, equipment, property and amenities.

“Building Act” means the Building Act 2000 (Tas).

“Building Regulations” means the Building Regulations 2004 (Tas).

“Business Day” means any day which is not Saturday, Sunday or a public holiday.

“CPI” means the Consumer Price Index for Hobart (All Groups) published by the Australian Bureau of Statistics;

“GST” refers to goods and services tax under the GST Act;

“GST Act” means A New Tax System (Goods and Services) Act 1999 (“GST Act”) and its regulations;

“Item” (followed by a number) means that Item in the Reference Schedule;

“Latent defects”, with reference to the Leased Premises or the Building, means any defects which:

- (a) Are attributable to defective:
  - (i) Preparation or remediation of the site on which the Building is erected;
  - (ii) Supervision of the construction or any installation;
  - (iii) Design;

*Lease Agreement between  
Southern Midlands Council & the Oatlands Community Association Inc.*

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- (iv) Workmanship;
- (v) Materials;
  
- (b) Occurred when the Building was erected or is substantially extended or altered;
- (c) Are not reasonably apparent to a competent professional consultant on a visual inspection of the property; and
- (d) Are not expressly disclosed by the Lessor to the Lessee before entry into this Lease.

“Lease” means this document and includes the schedules and annexures to it.

“Leased Premises” means the premises described in Item 4 and includes:

- (a) The Building, the Lessor’s Fixtures and any chattels provided by the Lessor for the Lessee within the leased Premises at any time during the lease term, including those listed in Item 5;
- (b) Pipes and connections to water, sewerage, electricity, gas, telecommunications, air conditioning and other services and supplies, situated within, above or under the Leased Premises which connect those services to the Leased Premises.

“Lessee” includes:

- (a) When an individual, the Lessee’s legal personal representatives;
- (b) When several individuals, the Lessees jointly and their respective legal personal representatives;
- (c) The Lessee’s assigns;
- (d) When a company or corporation, its successors and assigns.

“Lessor” includes;

- (a) When an individual, the Lessor’s legal personal representatives;
- (b) When several individuals, the Lessors jointly and their respective legal personal representatives;
- (c) The Lessor’s assigns;
- (d) When a company or corporation, its successors and assigns.

“Lessor’s Fixtures” means all the plant, equipment and chattels which have been or become permanently or securely affixed to the Leased Premises and are the Lessor’s property, including the items listed as fixtures in Item 5.

“Reference Schedule” means the Reference Schedule in this Lease.

“Services” means electricity, gas, water, sewerage, telephone, telecommunication, and any other services or utilities provided or available to the Leased Premises by public, local or statutory authorities and the pipes, wires, ducting and other means of providing those services to the Leased Premises.

“Structural repairs” means repairs to the structure of the Building, such as the foundations, floors. Walls and load bearing columns.

## **2. Interpretation**

### **2.1 Terms**

- (a) Words expressed in the singular include the plural and vice versa.
- (b) Words expressed in one gender include the other genders, as is appropriate in the context.
- (c) The reference to "person" includes a corporation.

### **2.2 Statutes**

References to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them.

### **2.3 Covenants Implied by statute**

Covenants and powers implied by statute are excluded from this Lease, unless expressly incorporated in it.

### **2.4 Joint and several liability**

- (a) If there are two or more Lessors or two or more lessees under this Lease (including while the Lease or the reversion is held by legal personal representatives, successors or assigns) each of them is jointly and severally liable to perform covenants and obligations under this Lease.
- (b) When there are two or more Lessors or Lessees, any conduct under or in respect of this Lease, including the exercise of any entitlement or taking of any action under it, must be undertaken by all of the Lessors or all of the Lessees jointly, unless this Lease expressly provides otherwise.

### **2.5 Severance**

If any provision contained in this Lease is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision may be severed from this Lease which otherwise continues to be valid and operative.

### **2.6 Governing law**

This lease is to be governed and construed in accordance with the law of the State of Tasmania.

### **2.7 Lease comprises entire agreement**

It is agreed that this Lease contains the whole of the agreement between the Lessor and the lessee relating to the leased Premises.

### **2.8 Headings**

Headings are for ease of reference only and do not affect interpretation.

## **Part 2 – THE SUBJECT MATTER AND TERM OF THIS LEASE**

### **3. *Rights and entitlements granted to Lessee***

The Lessor grants to the Lessee for the duration of this Lease:

- (a) Exclusive possession of the Leased Premises;
- (b) Use and enjoyment of the Lessor's Fixtures and the chattels listed in Item 5;
- (c) The free and uninterrupted passage of Services to the Lease Premises.

### **4. *The term of this Lease***

The Lessor leases the Leased Premises to the Lessee for the term specified in Item 6.

### **5. *Holding over after expiry of Lease***

After the expiry of the term of this Lease, when the Lessee remains in occupation of the Leased Premises with the consent of the Lessor, this Lease continues as a monthly tenancy:

- (a) Commencing on the day immediately following the last day of the term of this Lease;
- (b) At a rent, payable monthly in advance, comprising 110% of the rent payable immediately before the end of this Lease and the Lessee's contributions to operating expenses (if applicable), calculated and payable from time to time in accordance with this Lease;
- (c) On the terms contained in this Lease, except those terms which are inapplicable to a monthly tenancy; and
- (d) Terminable by either party on one month's written notice expiring at any time.

### **6. *Option for renewal***

#### **6.1 Offer of renewal**

The Lessor offers a renewal of this Lease to the Lessee on the terms specified in this clause, which the Lessee can accept only in strict accordance with the provisions contained in this clause, otherwise this offer lapses.

#### **6.2 Binding Lessor's successors and assigns**

This offer and the option bind the Lessor and the Lessor's successors and assigns being the owners for the time being of the Leased Premises.

#### **6.3 Parties who may renew**

This offer may be accepted by:

- (a) The Lessee or the Lessee's successors and assigns being the Lessee for the time being of the Leased Premises;
- (b) The survivor or survivors of any two or more Lessees holding as joint tenants.

#### **6.4 Conditions for exercise of option**

The Lessee may only accept this offer and exercise the option if:

- (a) There is no subsisting breach of any lease covenants by the Lessee at the date of serving notice of exercise of this option and also at the date of expiry of this Lease; and
- (b) The Lessee has served on the Lessor notice of exercise of this option not more than six months nor less than four months before the date of expiry of the term of this Lease.

#### **6.5 Conditions of renewal**

The renewal which the Lessee may accept under this clause is for the renewal of this Lease for the further term of years specified in Item 7 from the day after the date of expiry of the term of this Lease, containing identical covenants to those of this Lease (except this clause if there is not a second further term):

- (a) At a rent to be determined in accordance with clause 9 as if the date for commencement of the renewed term were a Market Review Date, but which is not less than the rent payable under this Lease immediately before the expiration of the term of this Lease; and
- (b) Containing such further options for renewal as are specified in Item 7.

#### **6.6 Registration of lease for option term**

- (a) After the Lessee has effectively exercised this option and the rent for the option term has been determined, the Lessor's solicitor may submit a lease or a variation or extension of this Lease for execution incorporating the lease conditions for the option term, which must be executed promptly by the Lessor and by the Lessee and may then be registered.
- (b) the Lessee must pay the legal costs and disbursements in accordance with clause 12.2.

#### **6.7 Lessee's liability under renewed Lease**

If this option is exercised by an assignee of this Lease, the Lessee is not liable under this Lease for the period after the expiry of the term of this Lease, during the renewal, extension or variation of this Lease, following the exercise of an option for renewal.



## **Part 3 - LESSEE'S FINANCIAL OBLIGATIONS**

### **7. Rent Payments**

#### **7.1 Base Rent**

The Lessee covenants to pay the Base Rent as specified in Item 8:

- (a) by an initial payment in advance on the date for commencement of rent to the end of that calendar month and then by calendar monthly payments in advance on the first day of each month, each payment being one twelfth of the annual rent then due as fixed or varied under this Lease;
- (b) without demand by the Lessor;
- (c) by cash or cheque or, if required by the Lessor by banker's order on the lessee's bank, pr by depositing or transferring the payments into an account as directed by the Lessor;
- (d) to, or directed by, the Lessor, which direction may be altered by the Lessor by written notice served on the Lessee.

### **8. Abatement of rent and financial obligations**

#### **8.1 Abatement of Lessee's financial obligations**

If, during the continuance of this Lease, the Building or the Leased Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in clause 8.2, rendering the Leased Premises or any part of it wholly or substantially unfit for the Lessee's use and occupation or inaccessible for a period exceeding seven (7) days, then the Lessee's financial obligations abate in accordance with this clause.

#### **8.2 Abating events**

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Lessee's control.

#### **8.3 Lessee's financial obligations**

Abatement extends to all the Lessee's financial obligations to the Lessor under this Lease, including rent, rates, outgoings and operating expenses.

#### **8.4 Period of abatement**

The period of abatement is from the date of destruction, damage or inaccessibility until the date when the premises are restored and rendered suitable for The Lessee's use and occupation or become accessible.

#### **8.5 Effect of abatement**

The Lessee's liability to pay the whole of proportion of the financial obligations under this Lease, as agreed or determined under clause 8.7 calculated on a daily basis, ceases and abates during and for the period of abatement.

**8.6 Exception to abatement**

The Lessee is not entitled to an abatement of the Lessee's financial obligations under this clause if:

- (a) the event resulting in the damage, destruction or inaccessibility is caused or contributed to by the act or negligent omission of the Lessee or the Lessee's employees; or
- (b) the Lessor fails to recover the benefit of any insurance for loss or damage to the building or the Leased Premises because of any act or omission of the lessee of the Lessee's employees.

**8.7 Determination of abatement**

(a) The parties must endeavour to agree on the commencement and period of abatement of the Lessee's financial obligations, and, if the Lessee is able to have partial use and enjoyment of the leased Premises, the proportion of the abatement having regard to the nature and extent of the damage to and use of the premises.

(b) If the parties have any dispute regarding the Lessee's entitlement to an abatement, its period or amount, the dispute must be determined by a loss assessor:

- (i) who is then a member of the Insurance Council of Australia Ltd and is experienced in assessing premises of the nature of the Leased Premises and is nominated by the President for the time being or senior officer of the Council on the application of either party;
- (ii) acting as an expert;
- (iii) who is entitled to accept written submissions and expert reports from either party;
- (iv) whose costs must be borne equally by the parties;
- (v) whose decision is final and binding on the parties;
- (c) If the loss assessor nominated under paragraph (b) fails to proceed or to determine the dispute, either party may seek the nominations of another loss assessor in accordance with paragraph (b).

**9. Rent adjustment**

**9.1 Date and method of adjustment**

The annual rent must be adjusted at the dates in Item 9:

- (a) If the date is called an Adjustment Date in accordance with clauses 9.2 and 9.3 of this Lease; or
- (b) If the date is called a Market Review Date in accordance with clause 9.3 and 9.4 to 9.9 of this Lease.

**9.2 CPI adjustment**

With effect on and after each Adjustment Date the rent will be varied:

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- (a) By the same proportion as any change in the CPI since the last Adjustment date or Market Review Date, in the case of the first Adjustment Date, since the Commencement Date. The parties will calculate the proportionate increase by reference to the index published for the last quarter ending before each of the relevant dates;
- (b) if Australian Bureau of Statistics updates the reference base of the CPI, appropriate arithmetical adjustment shall be made to make the updated index number correspond in reference base to the index number at the review dates;
- (c) if it is not possible to comply with (b) or there is a change in the basis of assessment if the CPI or its calculation has been suspended or discontinued, then the Lessor shall be entitled to have the rent determined as at the Adjustment Date as if it were a Market Review Date.

### **9.3 Payment of rent and outgoing while rent is determined**

- (a) Until the Current Market Rent or rent to apply from an Adjustment Date is determined the Lessee must continue to pay the rent and outgoings as and when payable under this Lease, at the rate at which they are payable during the last year of the Lease term.
- (b) Within fourteen days after the rent is determined, the parties must adjust and pay any shortfall or excess in the rent paid from the Market Review Date or Adjustment Date as the case may be up to the last day for rent payment before the rent determination.

### **9.4 Parties may agree on Current Market Rent**

With effect on and after each Market Review Date the rent will be varied to apply from the Market Review Date until the next Market Review Date, Adjustment Date or last day of the Lease Term, whichever comes first ("the Current Market Rent"), as follows:

- (a) Not less than 3 months before the Market Review Date, the Lessor must give written notice to the Lessee of the rent which the Lessor considers to be the Current Market Rent.
- (b) If the Lessee accepts the Lessor's assessment of the Current Market Rent by written notice served on the Lessor within 21 days after the service of the Lessor's notice under paragraph (a), then that amount will be the Current Market Rent.
- (c) If the Lessee does not accept the Lessor's assessment of the Current Market Rent, then the Current Market Rent must be determined in accordance with paragraph (e) of this clause.
- (d) If the parties agree on the Current Market Rent after it has been referred for determination in accordance with paragraph (e) of this clause but before it has been determined, then that will be Current Market Rent and the further rent determination will not be conducted.
- (e) If the parties fail to agree on the Current Market Rent, then the Current Market Rent must be determined in accordance with the procedure and on the terms specified in clause 9.5 – 9.9.

### **9.5 Basis for Current Market Rent**

"Current Market Rent" is to be determined as the best annual rent that can be reasonably obtained for the Leased Premises:

- (a) On the basis that the premises are available for leasing with vacant possession by a willing lessor to a willing lessee for a term equal to the whole term of this Lease and any additional option for renewal;

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- (b) having regard to the permitted use of the Leased Premises;
- (c) on the basis of the terms and conditions contained in this Lease (other than the amount of rent reserved in this Lease, but including the provisions for rent review);
- (d) on the basis that:
  - (i) the Leased Premises are fit for immediate occupation and use by the Lessee; and
  - (ii) The Lessee's lease covenant and obligations have been fully performed at the Market Review Date;
- (e) without taking into account:
  - (i) any improvements of fixtures erected or installed at the Lessee's expense which the Lessee is permitted or required to remove at the termination of this Lease, except for permanent structural improvements to the Leased Premises installed at the Lessee's expense which the Lessee is not permitted to remove at the termination of this Lease, which may be taken into account;
  - (ii) any goodwill attributable to the Leases Premises through the Lessee's business activity;
  - (iii) that the Lessee has been in occupation of the Leased Premises;
  - (iv) any relocation costs which would be incurred by the Lessee when moving to other premises;
  - (v) any lease incentive concession or inducement paid, given or provided by the Lessor to or on behalf of the Lessee in relation to the grant of this Lease;
- (f) Having regard to the rental values of comparable premises and
- (g) Being not less than the amount of rent payable prior to the Market Review Date.

## **9.6 Appointment of nominee**

Either party may apply to the President or principal officer for the time being of the nearest division of the Australian Property Institute (Inc) to the Lease Premises (or, if the Australian Property Institute (Inc) does not exist, an association with substantially similar objects ("the nominator") to nominate a person who is a licensed valuer and:

- (a) has practised as a valuer for at least five years;
- (b) is a member of the Australian Property Institute (Inc) or if it does not exist an association with substantially similar objects); and
- (c) is licensed to practise as a valuer of the kind of premises whose rent review is required under this Lease;

(called "nominee") to determine the Current Market Rent.

## **9.7 Conduct of rent review**

- (a) The nominee must act as an expert and not as an arbitrator.
- (b) Each party may submit written valuations and submissions to the nominee within twenty-one (21) days after the nominee has accepted the nomination to act, but may not make oral submissions or adduce any evidence.
- (c) At the time of making any written submissions or forwarding any written valuation to the nominee, that party must forward to the other party a copy of all written material submitted to the nominee.

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- (d) within thirty-five(35) days after the nominee has accepted the nomination to act, each party may forward to the nominee written comments on the other party's written valuations and submissions.
- (e) The nominee must take into consideration any written submissions received within those periods, but is not fettered by them and must determine the Current Market Rent in accordance with his own judgement.
- (f) The nominee's determination is final and is binding on the parties
- (g) The nominee must conclude the determination and must inform the parties of it within 30 days after having accepted the nomination to act and must provide detailed written reasons for the determination.

### **9.8 Appointment of another nominee**

If the nominee:

- (a) fails to accept the nomination to act;
- (b) fails to determine the Current Market Rent within the 30 days after accepting the nomination to act;
- (c) becomes incapacitated or dies;
- (d) resigns as the nominee,

then either party may request the nominator to appoint another nominee in accordance with 9.6.

### **9.9 Costs of rent determination**

The parties must bear the total costs of the rent determination of Current Market Rent equally including the cost of any aborted rent review. Each party must bear its own cost of legal representation, the fees of any experts and for making valuations for the purpose of written submissions.

## **10. Rates and taxes**

### **10.1 Lessee's contributions to rates and taxes**

The Lessee does not pay the Lessee's percentage of rates and taxes (called "outgoings") specified in Item 10 for the term of this Lease.

### **10.2 Rates and taxes**

In this clause "rates and taxes" means all rates, taxes, levies, charges and impositions, currently and in the future, payable to any Federal, State, local government, statutory or public authority or corporation, in respect of the Leased premises including:

- (a) municipal, local and other rates and charges payable to a local authority;
- (b) rates and charges for the supply, reticulation of discharge of water (but excluding excess water), sewerage, drainage and removal of waste;
- (c) land tax or any similar tax on a single holding basis,
- (d) but not including any income tax, capital gains tax or similar tax payable by the Lessor.

### **10.3 Payment of Lessee's contribution**

The Lessee must pay the outgoings to the Lessor within 14 days of written demand for their payment by the Lessor.

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## **10.4 GST**

It is agreed that rent and all other amounts agreed to be paid by the Lessee to the Lessor being the consideration for the supply expressed in the Lease, are exclusive of GST, and

- (a) in respect of any liability of the Lessor for GST under this Lease, and the renewal or extension of this Lease including for rent, the Lessee covenants to pay to the Lessor, at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates; and
- (b) the Lessee's liability under this clause is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits of other credits or reimbursements for GST, but the Lessor shall calculate the amount of GST in accordance with the GST Act; and
- (c) the Lessor agrees to deliver to the Lessee tax invoices as required by the GST Act, or may annex a tax invoice to this lease to operate throughout the term of this lease.

## **11. Services**

### **11.1 Lessee's liability for services and utilities**

Throughout this Lease the Lessee will pay for any electricity, power, fuel, gas, oil, telephone, extraordinary waste disposal, and other services or utilities provided by public local or other authorities or suppliers to the Leased Premises and charged separately in respect of the Leased Premises, to the supplier of the service or utility.

### **11.2 Installation of meters**

If required by the Lessor or by an authority supplying any such service or utility, the Lessee will permit the installation of meters required to measure the quality of the service supplied to the Leased Premises.

## **12. Costs**

### **12.1 Costs of preparation of Lease**

- (a) On execution of this Lease, the Lessee must pay the stamp duties and registration fees, and subsequently the costs and stamp duty when up stamping this Lease;
- (b) Each party must pay their own legal costs associated with the negotiation, preparation and execution of this Lease;
- (c) The Lessee must pay the Lessor's legal costs associated with the registration of this Lease.

### **12.2 Renewal or extension of lease**

The cost and disbursements of any renewal or extension of the Lease must be paid by the Lessee.

### **12.3 Consents, transactions and default**

The Lessee agrees to pay the Lessor's costs, charge and expenses which are incurred reasonably, property and in good faith, in connection with:

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- (a) obtaining any consent from the Lessor, mortgagee or other person, which is required by the Lessee under this Lease;
- (b) the negotiation and preparation of all documents relating to any consent required by the Lessee, and all costs incurred by the Lessor, and by any other party whose consent is required, whether a consent is given, refused, or the application for consent is withdrawn;
- (c) any breach of default by the Lessee under this Lease;
- (d) the exercise or attempted exercise by the Lessor of any right, power, privilege, authority or remedy, against the Lessee or against any Guarantor, to enforce the Lessee's obligations under this Lease, or to terminate this Lease for the Lessee's breach of default.

#### **12.4 Costs on common fund basis**

The Lessor's legal and professional cost and disbursements under clause 12.3 must be charged and allowed on a solicitor and own client basis, to provide full indemnity to the Lessor for costs charged and expenses.

#### **12.5 Lessor's Internal costs**

The Lessor's costs under clause 12.3 include the fees of professional consultants reasonably and properly incurred by the Lessor.

#### **13. *Precluding deduction for set-off or counterclaim***

The Lessee agrees to make all payments due under this Lease, punctually on the date when payment is due and must not withhold the whole or part of any such payment by way of deduction, set-off of counterclaim, in respect of any claim for damages or for compensation which the Lessee makes or has made against the Lessor, until after the Lessor's liability for damages or compensation is determined and the amount due to the Lessee is determined or agreed.

#### **14. *Lessee's liability for interest on overdue payments***

##### **14.1 Interest on overdue payments**

If the Lessee is in default for a period of more than fourteen (14) days with the payment of rent, costs or any other liability to or on behalf of the Lessor under this Lease, the Lessee is liable to pay additional interest to the Lessor in accordance with this clause.

##### **14.2 Computation of interest**

Interest is computed:

- (a) from the day immediately following the day on which each liability is due for payment, at a daily rate, until the liability is discharged by payment;
- (b) At the rate of interest indicated in Item 11;
- (c) in respect of amounts remaining unpaid, the Lessor at its option may capitalise interest calculated up to the end of each calendar month while there are outstanding liabilities in accordance with clause 14.1 from the Lessee.

##### **14.3 Recovery of interest**

The Lessor may demand the payment of interest and take legal action to recover the amount due at any time after at least fourteen (14) days notice is given to the Lessee indicating the amount due and its calculation.

**15. Measurement of lettable area**

**15.1 Use of Property Council of Australia Method**

If it is relevant to this Lease, the lettable area of the whole or part of the Leased Premises, or of the Building, must be determined in accordance with the "Property Council of Australia's Method for the Measurement of Buildings", published in 1997 by the Property Council of Australia Limited.

**15.2 Alteration in method**

If the Property Council of Australia Method of Measurement is altered during the continuance of the Lease, then subsequent calculations of the lettable area must be undertaken on the basis of the altered method of measurement, including for rent review and the calculation of contributions to outgoings.

**15.3 Prima facie evidence**

A certificate by a surveyor or architect produced by the Lessor indicating that person's or firm's calculations in accordance with clause 15.1 or 15.2 is prima facie evidence of the lettable area of premises covered by those calculations.

**Part 4 - SECURING THE LESSEE'S OBLIGATIONS**

**16. Guarantee**

Not required.

**17. Security bond**

Not required.

**Part 5 – USE OF LEASED PREMISES AND BUILDING**

**18. Use of Leased Premises**

**18.1 Permitted Use**

The Lessee must not use or permit the Leased Premises to be used for any other purpose than that stated in Item 13.

**18.2 Change of use**

The Lessee may apply to the Lessor for consent to a change of use during the continuance of this Lease, but the Lessor, in their absolute discretion, can refuse to consent to any change of use proposed by the Lessee.

**19. Warranties and representations**

**19.1 No warranty of suitability or adequacy**

Regarding the present or future suitability or adequacy of the leased Premises, the Building or the fixtures, fittings, furnishings, plant, machinery, equipment, and services



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and facilities provided by the Lessor, for the Lessee's intended use or for the business intended to be conducted by the Lessee:

- (a) the Lessee acknowledges that no promise, representation or warranty was given by or on behalf of the Lessor to or on behalf of the Lessee;
- (b) the Lessor makes no warranty;
- (c) any warranties implied under the general law or by statute are excluded under this Lease and negated to the extent permitted by law

## **19.2 Lessee's responsibility for approvals**

- (a) The Lessee has satisfied itself, before entering into this Lease, regarding the need for the availability and existence of all approvals, consents and licences required for use of the Leased Premises by the Lessee for its business and for the intended and permitted use of the Leased Premises
- (b) At its expense, the Lessee has full responsibility to ensure that all approvals, consents and licences required by the Lessee for the conduct of the business and use of the Leased Premises are obtained and maintained throughout the term of this lease and that all their conditions are observed.

## **20. Signs**

### **20.1 Sign on exterior of Leased Premises**

- (a) The Lessee may install a sign on the exterior of the Leased Premises,
  - (i) limited to the Lessee's trading name, the description of its business and the Lessee's trade mark or insignia;
  - (ii) the size of which must not exceed the dimension indicated in Item 14;
  - (iii) with painted or plastic characters which are not moving, flashing or animated.
- (b) Any signs or notices installed by the Lessee must be maintained by the Lessee in good repair and condition throughout the term of this Lease.

## **21. Alterations**

### **21.1 No alterations to premises**

The Lessee must not:

- (a) make or permit to be made any alterations or additions in or to the Leased Premises;
- (b) install, or make any additions or alterations to, any electrical, gas, water, plumbing and other services, fixtures, or appliances, or any other equipment or appliances for heating, cooling, ventilating or air conditioning the Leased Premises;
- (c) Mark, damage, deface, drive nails or screws into, any walls, floors, ceilings, partitions or any wood, stone or metal surface of the Leased Premises or the Building, except in accordance with clause 21.2.

## **21.2 Minor alterations**

The Lessee is permitted to drive screws or nails into the walls or floors of the Leased premises, without the Lessor's consent, but only in order to affix decorations, paintings, carpets and equipment used by the Lessee in its business, using as few nails and screws as are reasonably necessary.

## **22. Compliance with regulations**

### **22.1 Lessee's obligation**

At its expense, the Lessee must observe and comply with all laws and requirements relating to:

- (a) the Lessee's use and occupation of the leased Premises for the use permitted in this Leased;
- (b) the Leased Premises and facilities, by reason of the number or the sex of the Lessee's employees and other persons working in or entering the Leased Premises;
- (c) the fixtures, fittings, machinery, plant and equipment in the Leased Premises;
- (d) occupational health, safety and environmental matters.

### **22.2 Prescribed essential safety and health features and measures**

- (a) In this clause 22.2:
  - (i) "Statement" means a statement of current annual maintenance required under Part 7 of the Building Regulations;
  - (ii) "Essential Safety and Health Feature" means a feature prescribed as such by the Building Act and the Building Regulations;
  - (iii) "Essential Safety and Health Measure" means a measure prescribed as such by the Building Act and the Building Regulations.
- (b) At its expense, the Lessee must, in compliance with and to the standard required by the Building Act and the Building Regulations:
  - (i) maintain those items and things which this Lease requires the Lessee generally to maintain and repair and which are Essential Safety and Health Features, and the items and things described in Item 5A of the Schedule;
  - (ii) maintain any Essential Safety and Health Measure identified as applicable to the Leased Premises by the Lessor, the Lessor's agent, any expert or adviser engaged by the Lessor or Lessee, ant competent authority, or the Statement or which relates to an item or thing referred to in paragraph (b)(i);
  - (iii) keep, and provide upon request, all records of the maintenance of such Essential Safety and Health Features or Essential Safety and Health Measures;
  - (iv) provide such assistance to the Lessor as is reasonable of facilitate the inspection and testing of an Essential Safety and Health Feature or essential Safety and Health Measure, and the issuing of a Statement;
  - (v) display the Statement and be aware of its contents.
- (c) If the Lessor believes the Lessee is failing to meet its obligations under paragraph (b) above, the Lessor may treat the need for compliance as 'repair'

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under clauses 27 and 28 and exercise its rights accordingly, including the issuing of a notice under clause 28.2.

### **22.3 Compliance with notice**

The Lessee must comply with the notices or requirements of the relevant authorities regarding the matters in clause 22.1 and 22.2, where given to the Lessor and notified to the Lessee or given direct to the Lessee, except to carry out structural alterations to the Leased Premises.

## **23. Lessee's obligations regarding use of Leased Premises**

### **23.1 Prohibitions with reference to use of premises**

During the term of this Lease the Lessee must not:

- (a) allow the Leased Premises to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupations;
- (b) use or permit any part of the Leased Premises to be used as sleeping quarters or for residence;
- (c) keep any animals in the Leased Premises;
- (e) use or permit the use of any sound producing equipment in the Leased Premises at a volume which may be heard outside the premises;
- (f) use the Leased Premises in a noisy manner or in any other manner which may cause damage, nuisance or disturbance to the Lessor, or to the owners or occupiers of adjoining properties;
- (g) trade or display merchandise outside the grounds of the Leased Premises;
- (h) use the Leased Premises in a excessively noisy or noxious or offensive manner;
- (i) use plant or machinery in the Leased Premises so as to constitute a nuisance or disturbance to neighbours, due to noise, vibration, odours or otherwise.

### **23.2 Mode of conducting Lessee's business**

Throughout the term of this Lease, the Lessee agrees to conduct its business on the Leased Premises in an orderly and efficient manner.

### **23.3 Inflammable substances**

The Lessee must not bring into, store or use in the Leased Premises any inflammable, dangerous or explosive substances:

- (a) such as acetylene, industrial alcohol, burning fluids and chemicals, including in heating or lighting the Leased Premises;
- (b) unless the sale of use of such substances constitutes conduct of the Lessee's business for the permitted use of the Leased Premises and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.

### **23.4 Cleaning and hygiene**

The Lessee agrees to keep the Leased Premises clean and:

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- (a) To have the floor and the interior of the Leased Premises cleaned as frequently as is necessary to maintain them in a clean and hygienic state;
- (b) to have the surface of the interior of the windows and the exterior of the windows up to a height of 1.8 metres cleaned as often as necessary ; above this height the Lessor will have the windows cleaned as often as necessary (subject to budgetary constraints);
- (c) to have the fittings, equipment and furnishing cleaned as frequently as required to maintain them in a clean condition;
- (d) not to allow the accumulation of useless property or rubbish in the Leased Premises.

### **23.5 Disposal of rubbish**

The Lessee will ensure that all waste or wet refuse is promptly and regularly removed from the Leased Premises.

### **23.6 Use of toilets and drainage**

The Lessee must:

- (a) not use the toilets, sinks, drainage and plumbing in the Leased Premises for purpose other than those for which they were designed;
- (b) not place in any of those fittings rubbish, chemicals, contaminated and other substances, which they are not designed to receive or which would infringe health or environmental regulations;
- (c) repair any damage caused to any of those fittings by breach or paragraph (a) or (b).

### **23.7 Lessee's obligation not to contaminate**

The Lessee covenants that, during the continuance of the Lease, the Lessee will:-

- (a) not use or permit to be used or stored at the Leased Premises any radioactive toxic or hazardous chemicals, wastes of substances, except in concentrations and quantities permitted by the relevant statutory authorities and in accordance with any licences, permits or authorisations required by law and in accordance with the conditions imposed by such authorities or under their permission;
- (b) comply with the demands, notices and requirements of the regulatory authorities in respect of the contamination of the Leased Premises caused by the Lessee or by occupiers of the Leased Premises, including notices to remediate the Leased Premises;
- (c) notify the Lessor within seven (7) days after receiving any demand or notice from a regulatory authority in respect of contamination of Leased Premises;
- (d) indemnify the Lessor against any liability loss, damage, expense or claim which the Lessor may incur as a consequence of the breach by the Lessee of any obligation under this paragraph, including fines, legal costs, consultants fees and remediation costs.

### **23.8 Overloading and heavy equipment**

- (a) The Lessee shall not bring into the Leased premises any heavy equipment, including machinery, plant, safe, furniture or other equipment, unless:
  - (i) it is reasonably necessary for the conduct of the Lessee's business for the permitted use in the Leased Premises;
  - (ii) the Lessee gives at least seven (7) days prior written notice to the Lessor of the intention to bring them into the Leased Premises, a description of

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- the nature, size and weight of each item, and indicating the intended position of each item;
- (iii) the Lessee has obtained the Lessor's prior consent.
- (b) The Lessee will not install any electrical equipment which will overload the Cables, switchboards and other equipment that supplies electricity to the Building or to the Leased premises.

Damages

- (c) The Lessee is liable to the Lessor for any damage caused to the Leased Premises or the Building consequent on the Lessee moving heavy equipment into the Leased Premises without having complied with the provision of this clause, and for any damage caused by overloading the electricity supply or equipment

## **Part 6 – REPAIRS, MAINTENANCE AND ALTERATIONS**

### **24. Lessor's repair obligations**

#### **24.1 Lessor's general obligation**

The Lessor must keep the Services in good repair throughout the term of this Lease.<sup>3</sup>

#### **24.2 Lessor's specific obligations**

Subject to the Lessee's obligations in Clause 25:

- a) The lessor must:
  - (i) take reasonable action to prevent the entry of water into the Building and the Leased Premises and to keep the Building watertight and weatherproof;
  - (ii) comply with the requirements of statutory and local government authorities relating to the Building which are imposed on the Lessor as owner of the Building.
- b) The lessor must maintain the Building in a standard of repair having regard to its standard, quality, nature, character, situation and age, in keeping with comparable commercial buildings of similar nature and quality.
- c) In respect of the Building and the Leased Premises, the Lessor is responsible for:
  - (i) structural repair;
  - (ii) latent defects; and
  - (iii) fair wear and tear,but the Lessor is not required to carry out structural repairs or to remedy latent defects or to remedy fair wear and tear, except:

- A when required for the stability or safety of the Building; or
- B to maintain the reasonable use and enjoyment of the Building and the Leased Premises by the Lessee.

## **25. Lessee's repair obligations**

### **25.1 Lessee's general obligation**

The Lessee must keep the Leased Premises and the Lessor's fixtures and chattels situated in the Leased Premises in good repair and working condition throughout this Lease and on expiry or termination of this Lease must yield up the Leased Premises to the Lessor in the state of repair and condition as is specified in this clause.

### **25.2 Limiting Lessee's repair obligation**

The Lessee is not responsible for:

- (a) latent defects;
- (b) structural repairs, unless the need for repair occurred:
  - (i) through the conduct or negligence of the Lessee or of persons for whose conduct the Lessee is legally liable;
  - (ii) Through the lessee's use and occupation of the Leased Premises or the use of fixtures, plant and machinery in the Leased Premises;
  - (iii) The condition of the Leased Premises at the commencement of this Lease;
- (c) fair wear and tear since the commencement of this Lease, throughout the term of this Lease;
- (d) Repairs required as a result of natural disasters, deliberate damage or accident, such as fire, flood, storm, earthquake, explosion, which are beyond the Lessee's responsibility or control, unless:
  - (i) The damage occurred as a result of or was substantially contributed to by the Lessee's negligence;
  - (ii) The Lessor is legally unable to recover insurance money for the damage from its insurer because of some act, neglect, default or misconduct by the Lessee or by other persons for whose conduct the Lessee is responsible.

### **25.3 Lessee's additional specific repair obligations**

In addition to the Lessee's obligations under clause 25.1 and despite clause 25.2 (which does not apply to the matters listed in this paragraph), the Lessee must carry out the following repair and maintenance throughout the term of this Lease:

- (a) Promptly repair or replace all damaged, broken or faulty light globes, fluorescent lights in the Leased Premises;

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- (b) Promptly repair and keep in proper working order and free from blockage plumbing fittings, drains, water pipes, sewerage pipes, toilets and sinks, to the extent to which they are situated in or under the Leased Premises and provide Services to the Leased Premises;
- (c) Maintain and repair all door and window locks and fittings in the Leased Premises, except for the exterior locks to the building which are the Lessor's responsibility;
- (d) Repair any damage or breakage to the Leased Premises, to the Lessor's Fixtures and property in the Leased Premises, and to Services in the Leased Premises, caused by lack of care or misuse by the Lessee or by its employees or agents.

#### **25.4 Carrying out repairs**

When carrying out any repair in accordance with this clause, the Lessee must ensure that:

- (a) The work is carried out by appropriately licensed and qualified tradespersons;
- (b) The work is carried out promptly;
- (c) The work is completed in high class workmanship and with good quality materials;
- (d) Fittings and materials of similar style and quality to the items being repaired or replaced are used;
- (e) The required consent or approval of any statutory authority is obtained to carry out the work and the conditions of approval are observed;
- (f) The work is carried out without creating undue noise, nuisance or interference with the use and enjoyment of adjoining or nearby leased premises.

#### **26. Lessee's obligation to redecorate**

##### **26.1 Obligation to redecorate**

The lessee must redecorate the Leased Premises during each period specified in Item 15 and also immediately following serious damage to the Leased Premises, which cannot be adequately rectified by repair and redecoration of only the damaged surfaces.

##### **26.2 Quality of redecorating**

- (a) Redecorating must be carried out by qualified tradespersons engaged by the Lessee, in high class workmanship and with good quality materials.
- (b) If the lessee desires to change any aspect of the redecoration, including wallpaper or carpet, the Lessee must submit to the Lessor full details of and patterns for the intended changes, for the lessor's prior written approval, such approval not to be refused unreasonably by the Lessor.

##### **26.3 Extent of redecoration**

Redecoration includes:

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- (a) Cleaning and preparing the surfaces of the Leased Premises, including walls, ceilings, floors and partitions, for redecoration;
- (b) Painting all painted surfaces with at least two coats of first quality paint, wallpapering, staining, varnishing and polishing all internal surfaces as they were treated previously;
- (c) Replacing those floor coverings, floor tiles, window coverings and window blinds which, in the opinion of the Lessor's nominated consultant, acting honestly and reasonably, are sufficiently worn or damaged to require replacement during redecoration;
- (d) Upgrading or renewing all internal and external signs at the Leased Premises which, due to deterioration or wear and tear, require replacement, repair or repainting.

**26.4 Lessee's failure to redecorate**

If the Lessee fails to redecorate the Leased Premises in accordance with this clause, the Lessor may give notice to the Lessee requiring it to commence to redecorate within thirty (30) days, and if the Lessee fails to commence to redecorate in accordance with that notice, the Lessor may redecorate the Leased Premises and recover the reasonable cost of the redecorating from the Lessee.

**27. Lessors right to inspect Leased Premises**

**27.1 Right of inspection**

The Lessor, or persons authorised by the Lessor, may enter the Leased Premises:

- (a) To inspect the condition and state of repair of the Leased Premises and Services;
- (b) To ascertain that the Lessee complies with the Lessee's obligations under this Lease.

**27.2 Prior notice**

The Lessor may exercise its entitlement under clause 27.1:

- (a) not more frequently than twice annually during the lease term;
- (b) at reasonable times during business hours on a Business day;
- (c) after giving not less than seven (7) days prior written notice to the Lessee of the intended time of the inspections.

except in an emergency when the Lessor has an additional right to enter the Leased Premises and prior notice is not required before entry



## **28. Lessor's right to repair Leased Premise**

### **28.1 Lessor's right of entry**

The Lessor and persons authorised by the Lessor, may enter and remain on the Leased Premises with tools, equipment and materials, at and for such reasonable times as is necessary for the purpose of carrying out repairs and other work, in accordance with this clause.

### **28.2 Notice before entry**

Before entering the Leased Premises the Lessor must give to the Lessee not less than seven (7) days prior written notice of the intended date and time of entry, its purpose and the likely duration of the intended work, except in an emergency, when prior notice before entry is not required

### **28.3 Nature of repairs**

The Lessor may carry out repairs, including maintenance, installation, alterations, replacement or renewal, in respect of the Building, the Leased Premises, Service to or situated in the Leased Premises, in order

- (a) to undertake work which the Lessor is required or desires to carry out in accordance with this Lease;
- (b) to comply with the requirements of any authority;
- (c) to carry out work in conjunction with or to adjoining premises which cannot be reasonably undertaken without access from or through the Leased Premises;
- (d) to undertake work which the Lessee;
  - (i) failed to carry out, in breach of its obligations under this Lease, or following notice from the Lessor;
  - (ii) failed to complete in a workmanlike manner;
- (e) to remove unauthorised work, alterations or signs, undertaken or installed by the Lessee in breach of its obligations under this Lease;
- (f) to ensure compliance with clause 22.2 relating to the Building Act and Building Regulations.
- (g) to restore or rebuild the Leased Premises following damage or destruction.

## **29. Removal of alterations and fixtures**

### **29.1 Remove and Reinststate**

The Lessee Must:

- (a) remove:
  - (i) any alterations, additions, fixtures, partitions and fittings made or installed by the Lessee in the Leased Premises during this Lease;
  - (ii) all signs and notices erected or affixed by the Lessee to the Leased premises and to the Building

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- (iii) all nails and screws inserted by the Lessee into any part of the Leased Premises;
- (b) reinstate:
  - (i) the Leased Premises to their conditions before any alterations, additions, installations and partitions were made or installed by the Lessee; and
  - (ii) make good in a proper and workmanlike manner, any damage caused to the Leased Premises by the installations and their removal.

## **29.2 Period of removal**

The Lessee must comply with the obligation under clause 29.1:

- (a) before the expiry or termination of this Lease; or
- (b) if this Lease is terminated suddenly or unexpectedly, by forfeiture, destruction or other event, within fourteen (14) days after the termination of this Lease.

## **29.3 Removal of fixtures**

- (a) The Lessee is entitled to remove from the Leased Premises all fixtures installed by the Lessee during the lease term (except fixtures which the parties agreed in writing to become the Lessor's property and not removable by the Lessee).
- (b) Subject to this clause, the Lessee may remove fixtures during the term of this Lease, during any extension of the term of this Lease, during holding over after the expiration of this Lease, and during the term of a new lease granted to the Lessee, notwithstanding the surrender of the Lease.
- (c) The Lessee (or the Lessee's successors or assigns) must remove fixtures within the number of days in Item 16 after having ceased to occupy the Leased Premises.
- (d) The Lessee covenants to repair any damage caused to the Leased Premises by the removal of fixtures, or becoming apparent on their removal, in a workmanlike manner, so as to restore the Leased Premises to its condition before the installation of those fixtures which are removed.
- (e) At the Lessor's option, those fixtures which the Lessee does not remove within the period specified in paragraph (c) may remain permanently affixed to the Leased Premises and be and remain the property of the Lessor.

## **29.4 Consequences of failure to remove and reinstate**

If the Lessee fails to comply with the obligations under clause 29.1 or 29.3 within the periods in clause 29.2 or 29.3 (c), then;

- (a) the Lessor may cause the removal, reinstatement and repairs to be carried out, and the Lessee is responsible for and must reimburse the Lessor for the lessor's reasonable costs and expenses;
- (b) if the Lessor incurs further loss in reletting the Leased Premises by reason of the Lessee's failure, the Lessor may recover from the Lessee the loss of

rent and operating expenses which would have been received from a prospective Lessee.

## **Part 7 - INSURANCE, INDEMNITIES, DAMAGE AND DESTRUCTION**

### **30. Lessor's Insurance**

#### **30.1 Lessor's obligation to Insure**

The Lessor must effect and maintain throughout the term of this Lease a comprehensive insurance policy:

- (a) for the full insurable and replacement value of Leased Premises and the Lessor's plant, equipment, facilities and property in the Building;
- (b) including for the costs of demolition, site clearance, removal of debris, professional and other costs of planning and other approvals and for reinstating or replacing the Building, and Services to the Building;
- (c) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, and other risks usually covered under a comprehensive insurance policy for fire and related risks.

#### **30.2 Insurer**

The Lessor must effect the insurance under clause 30.1 with an insurer which is respectable, reputable and financially sound.

#### **30.3 Premium**

The Lessor must punctually pay the insurance premium to effect and maintain insurance throughout the term of this Lease.

#### **30.4 Replacement of property**

- (a) If loss or damage happens to the Lessor's property covered by the insurance under clause 30.1 the Lessor must promptly replace, repair or reinstate the damaged or destroyed property and utilise the insurance proceeds.
- (b) The Lessor need not repair replace or reinstate the Lessor's property, when the following conditions are satisfied:
  - (i) the building has been seriously damaged and is required to be substantially rebuild or replaced; and
  - (ii) the Lessor is unable;
    - A to obtain planning or building consent to reinstatement of a building of substantially similar size and lettable space;
    - B to obtain consent without the imposition of conditions which would render compliance by the Lessor unreasonable or not financially viable as a property investment;
    - C to reinstate the Building due to circumstances beyond the Lessor's control.

### **31. Lessee's Insurance**

#### **31.1 Lessee's obligations to insure**

The Lessee must effect and maintain throughout the term of this Lease the following insurances:

##### Public Risk

- (a) a public risk insurance policy:
  - (i) in the form of a standard public risk policy or in the form commonly used by the Lessee's insurer and by some other reputable insurers;
  - (ii) either in the sum in Item 17 in respect of any single event or accident: or
  - (iii) for such higher amount as the Lessor, acting reasonably and prudently, may require, during any year of the term of this Lease after the first year of the term of this Lease;
  - (iv) relating to the Lessee's liability for death, personal injuries and property damage arising from the Lessee's occupancy of the Leased Premises and use of the Building, while entering, leaving, using and being in the leased Premises in circumstances in which the Lessee may incur liability for the injury, loss or damage:
  - (v) and extended to include claims, risks and events covered under indemnities provided by the Lessee to the Lessor under this Lease;

##### Lessee's property

- (b) a comprehensive insurance policy:
  - (i) for the full insurable and replacement value of the Lessee's fixtures, fittings, plant, equipment and stock in trade on the Leased Premises;
  - (ii) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks;

##### Workers Compensation

- (c) a workers compensation insurance policy, providing unlimited cover in respect of the Lessee's employees for workers compensation, as required by law and including an extension for common law liability by the Lessee for an amount of not less than \$10 Million Dollars.

#### **31.2 Insurer and conditions**

##### Lessor's approval

- (a) The Lessee's insurances must be effected with one of more insurance companies

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which are:

- (i) respectable, reputable and financially sound;
- (ii) approved by the Lessor, which approval must not be unreasonably withheld.

**Joint Insurances**

- (b) The Lessee's insurances relating to public risk, plate glass (optional) and the Lessee's Property (in order to cover fixtures):
  - (i) must be in the joint names of the Lessor and the Lessee;
  - (ii) must cover the Lessor's and Lessee's interests; and
  - (iii) if requested by the Lessor, must include the interest of any mortgagee over the Leased Premises.

**31.3 Payment of premium**

- (a) The Lessee must punctually pay the insurance premiums and other moneys payable to effect and maintain the insurances requires under this clause.
- (b) If the Lessee fails to pay an insurance premium when due, the Lessor may make the payment, which will then become due and payable by the Lessee to the Lessor, together with interest, within seven (7) days after service of written notice by the Lessor on the Lessee requiring payment

**31.4 Replacement of property**

- (a) If loss or damage happens to the Lessor's or Lessee's property which is covered by insurance effected by the Lessee, the Lessee will promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b)
  - (i) The Lessee must pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance,
  - (ii) unless the Building is seriously damaged or destroyed and is not repaired or reinstated by the Lessor or this Lease is terminated as a consequence of the damage or destruction.
- (c) In the events under paragraph (b)(ii) the proceeds from any insurance effected by the Lessee in respect of damage or loss to the Lessor's property must be remitted to the Lessor as compensation for its loss.

**32. Lessee's conduct relevant to insurance**

**32.1 Compliance with fire safety regulations**

- (a) The Lessee agrees to comply with the requirements imposed by the Lessor's

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insurer for the Leased Premises and under fire safety regulations, in respect of the authorised use by the Lessee of the Leased Premises. Inspection by the Fire Service for compliance with fire safety and the Essential Services Measures and Schedule is the responsibility of the Lessor;

- (i) with regard to the installation, repair and maintenance of fire alarms sprinklers, and fire prevention equipment in the Leased Premises, except those provided by the Lessor at or before the commencement of this Lease;
  - (ii) including in respect of partitions and alterations in the Leased Premises.
- (b) The Lessee is liable to the Lessor for the reasonable cost of installations and equipment, which the Lessor may install in the Leased Premises during this Lease, in order to comply with the requirements under paragraph (a), if the Lessee has failed to comply with those obligations in any respect.

### **32.2 Not affect Insurances**

The Lessee must not do or permit to be done (including any intentional, reckless or negligent omission) anything by which any insurance on the Leased Premises may become void or voidable or whereby any insurance premium or insurance excess may be increased.

## **33. Lessee's indemnities to Lessor**

### **33.1 Indemnities**

The Lessee agrees to indemnify the Lessor from and against any liability, loss damage, expense or claim, which the Lessor may incur, including to a third party, during or after the term of this Lease, in respect of or arising from:

#### **Breach of lease obligations**

- (a) loss, damage or injury to property or person occurring within the Leased premises, caused or contributed to by the Lessee's failure (including through the Lessee's agents or employees) to comply with the obligations imposed under this Lease;

#### **Misuse of Services**

- (b) the negligent use or misuse by the Lessee (and by its agents or employees) of any Services in the Leased Premises;

#### **Escape of substances**

- (c) the overflow, leakage or escape of water, gas, electricity, fire or other materials or substances in or from the Leased Premises, caused or contributed to by the Lessee's (and its agents' or employees') negligence;

Use of Leased Premises

- (d) loss, damage or injury to property or person, caused or contributed to by the Lessee's negligence, arising out of use of the Leased Premises;

Faulty installations

- (e) loss, damage or injury to property or persons, caused or contributed to by the defective installation of plant, fixtures and equipment in the Leased Premises by or on behalf of the Lessee;

Failure to notify

- (f) the Lessee's failure to notify the Lessor regarding any defect in the Services in the Leased Premises.

**33.2 Conditions and limitations**

The indemnities under this clause:

- (a) include penalties, fines, legal and other costs incurred by the Lessor;
- (b) do not apply when the loss, damage or injury was caused or substantially contributed to by the wilful or negligent act or omission of the Lessor, its employees or agents;
- (c) do not apply when the Lessor is indemnified for the loss or damage from moneys paid or recovered from insurances effected by the Lessor.

## **Part 8 - ASSIGNMENT AND SUBLETTING**

### ***34. Prohibition against assignment, subletting and mortgage over lease***

#### **34.1 Prohibition of dealings**

During the continuance of the Lease, in respect of all or part of this Lease or the Leased Premises, the Lessee must not:

- (a) assign, transfer, sublet, dealt with , hold on trust, or grant any interest in, this Lease;
- (b) mortgage, change or encumber this Lease;
- (c) part with possession of all or any part of the Leased Premises;
- (d) grant any licence, or share the right of occupation or possession, in respect of all or part of the Leased Premises;
- (e) grant any franchise or concession over the Lessee's business conducted at the leased Premises which would entitle any other person to use, occupy or trade from all or part of the Leased Premises.

### **34.2 Consent to assignment**

The Lessee may apply to the Lessor for consent to the assignment of this Lease, which consent must not be unreasonably withheld if the following conditions precedent are satisfied:

- (a) the Lessee makes a written application to the Lessor for consent and furnishes complete copies of all written documents entered into between the Lessee and the proposed assignee relating to the lessee's business and the premises, and written personal and business references and financial statements relating to the assignee and any proposed new guarantors;
- (b) the Lessee establishes to the reasonable satisfaction of the Lessor that:
  - (i) the proposed assignee is respectable, responsible and solvent;
  - (ii) the proposed assignee has adequately performed its obligations as the Lessee or former lessee of other business premises;
  - (iii) in respect of the business or profession intended to be conducted by the assignee at the Leased Premises, the assignee has sufficient financial resources and business experience to be capable of adequately complying with the Lessee's obligations under this Lease and of efficiently conducting the assignee's business at the leased Premises;
- (c) the Lessee has paid to the Lessor all moneys due under this Lease up to the date of the assignment and, in respect of any liability which cannot be accurately determined, secures it to the Lessor's reasonable satisfaction at the date of the assignment;
- (d) there are no unremedied breaches of the Lessee's obligations under this Lease at the date of the assignment;
- (e) any other consents which are required to the assignment, by headlessors, mortgagees or others, are obtained before the assignment;
- (f) the execution by the Lessee and the assignee of a transfer of this Lease, which must be duly stamped and which the assignee or the assignee's solicitors must undertake to have registered promptly after completion of the assignment.

## **Part 9 - LESSOR'S COVENANTS, OBLIGATIONS AND RESERVATION OF ENTITLEMENTS**

### **35. *Lessor's covenant for quiet enjoyment***

The Lessor covenants with the Lessee that, while the Lessee complies with the financial and other obligations under this Lease, the lessee may occupy and have the use and enjoyment of the Leased Premises for the term of this Lease without interruption or disturbance from the Lessor and other persons lawfully claiming through or under the Lessor.



### **36. *Miscellaneous reservations***

#### **36.1 For sale and for lease signs**

The Lessor may install on the external walls of the building or of the Leased Premises;

- (a) "for sale" signs of the Building is offered for sale; or
- (b) "for lease" signs during the last two months of a lease term.

#### **36.2 Passage of Services**

The Lessor reserves the right to maintain Services to the Leased Premises, by having those Services pass through or under the Leased premises, and to have access to those Services for the purpose of maintenance, repair or replacement, or to provide additional Services

### **37. *Lessor's entitlement to alter Building***

#### **37.1 Work in Building**

The Lessor may carry out any building work in the Building, but without that work altering or interfering with the Leased Premises.

## **Part 10 – DEFAULT AND TERMINATION**

### **38. *Lessee's obligation to yield up Leased Premises***

Immediately on the expiry or legally effective termination of this Lease, the Lessee agrees to yield up possession and control over the Leased Premises to the Lessor, in the condition and state of repair as required under this Lease.

#### **38.1 Essential terms of lease**

It is agreed that the following obligations by the Lessee are essential terms of this Lease:

- (a) the covenant to pay rent throughout the lease term at a date not later than fourteen (14) days after the due date for the payment of each monthly instalment of rent (clause 7);
- (b) the covenant to pay outgoing expenses throughout the lease term at a date not later than fourteen (14) days after the due date for the payment of instalments and to pay goods and services taxes (clause 10);
- (c) the covenant dealing with the use of the Leased Premises (clause 18);
- (d) the covenant dealing with assignment and subletting (clause 34).

### **39. *Lessor's entitlements after Lessee vacates during lease term***

#### **39.1 Lessor's entitlements**

If the Lessee vacates or abandons the Leased Premises during the lease term in breach of the Lessee's obligation under this Lease, the Lessor may;

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- (a)
  - (i) accept the keys to the Leased Premises from the Lessee;
  - (ii) renovate, restore and clean the Leased Premises;
  - (iii) change the locks and secure the Lease Premises;
  - (iv) permit prospective tenants to inspect the Leased Premises;
- (b) take any action in subclause (a) without the Lessor's conduct constituting
  - (i) a re-entry or termination of this Lease;
  - (ii) the acceptance of a surrender or repudiation of this Lease.

#### **40. Waiver**

##### **40.1 Demand and acceptance of rent and other financial obligations**

After the Lessee is in default or breach under this Lease, including in breach of an essential term of this Lease, the demand or acceptance from the Lessee by the Lessor of arrears or of any late payment of rent, rates, taxes, outgoing, operating expenses, or other financial obligations does not:

- (a) preclude the Lessor from exercising any rights or remedies under this Lease, including enforcing or terminating this Lease;
- (b) constitute a waiver of the essentiality of the Lessee's obligation to make those payments;
- (c) waive the Lessee's continuing obligation to make those payments during the lease term.

#### **41. Termination after damage to or destruction of Building**

##### **41.1 Lessor's entitlement to terminate lease**

- (a) If the Building is seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar event, the Lessor may terminate this Lease in any of the following circumstances:
  - (i) when the Building is required to be demolished and wholly replaced;
  - (ii) when serious damage or destruction extends to more than fifty per cent (50%) of the Building;
  - (iii) when the Lessor is not required to repair, replace or reinstate the Building under this Lease;
  - (iv) when the Building cannot be repaired or reinstated by the Lessor, acting reasonably and promptly, within the number of months in Item 18 after the damage;
  - (v) when the Leased Premises are incapable of being used and occupied due to the damage and this Lease expires, with no option for renewal, within two (2) years after the date when the damage occurs.

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- (b) In any of the circumstances specified in paragraph (a), the Lessor may give written notice at any time terminating this Lease on one month's notice.

#### **41.2 Lessee's entitlement to terminate Lease**

- (a) The Lessee may terminate this Lease when the Leased Premises are seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar events, or the Leased Premises are rendered incapable of being used and occupied as a consequence of serious damage to the Building from such an event, in any of the following circumstances;
  - (i) when the Lessor takes no action to repair or reinstate the Leased Premises for a consecutive period of the number of weeks in Item 18, at any time after the date of the damage;
  - (ii) when the Leased Premises will not be capable of being used and occupied for a period in excess of the number of months in Item 18 from the date of the damage.
- (b) In any of the circumstances specified in paragraph (a), the Lessee may give one month's written notice terminating the Lease.

#### **42. Termination of Lease for default**

##### **42.1 Default**

Each of the following constitutes a default by the Lessee under this Lease:

- (a) failure to pay to the Lessor rent or comply with any other financial obligation under this Lease, including, for a period in excess of fourteen (14) days after the due date for payment, whether or not a formal demand for payment been made;
- (b) failure to comply with an essential term of this Lease;
- (c) any serious, persistent and continuing breach by the Lessee of its covenants and obligations under this Lease.

##### **42.2 Termination after default**

After a default by the Lessee in accordance with clause 42.1, and continuance of the default, after the Lessor has served a legally effective notice of breach of covenant (if required) the Lessor may terminate this Lease by:

- (a) re-entering and taking possession of the Leased Premises, using reasonable force to secure possession;
- (b) serving on the Lessee written notice terminating this Lease;
- (c) instituting proceedings for possession against the Lessee;
- (d) taking the actions in both (a) and (b) or in (b) and (c).

### **43. Lessor's entitlement to damages**

#### **43.1 Damages for breach or for repudiation**

- (a) If the Lessee's conduct (whether acts or omissions) constitutes:
  - (i) a repudiation of this Lease (or of the Lessee's obligations under this Lease);
  - (ii) a breach of any Lease covenants;
  - (iii) a breach of an essential term of this Lease;

the Lessee covenants to compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation or breach, whether or not this Lease is terminated for the repudiation, breach or on any other ground.

- (b) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (c) The Lessor is entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant or essential term for the loss suffered by the Lessor during the term of this Lease, including the periods before and after termination of this Lease.
- (d) The Lessor's entitlements to recover damages is not affected or limited by any of the following:
  - (i) if the Lessee abandons or vacates the Leased Premises;
  - (ii) if the Lessor elects to re-enter or to terminate the Lease;
  - (iii) if the Lessor accepts the Lessee's repudiation;
  - (iv) if the parties' conduct constitutes a surrender by operation of law.

#### **43.2 Additional entitlements of Lessor**

The Lessor's entitlement to damages is in addition to:

- (a) the entitlement to recover rent, rates, taxes, outgoing and operating expenses until the date of expiry or termination of this Lease;
- (b) interest on late payments in accordance with this Lease;
- (c) costs of any breach or default, including the costs of termination.

### **44. Removal of Lessee's property**

#### **44.1 Lessee's obligation to remove property**

- (a) The Lessee must remove all its property, including furniture, plant, equipment and stock in trade, from the Leased Premises, before the expiry or termination of this Lease or, if it is terminated by the Lessor, within seven (7) days after this Lease is terminated.
- (b) After the Lessor terminates this Lease, the Lessee and its employees and agents may have access to the Leased Premises, while the Lessor has possession and control over those premises, for the next seven (7) days (excluding Sundays and public

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- holidays), between 8am and 5pm, for the purpose of removing the Lessee's property and cleaning, repairing or restoring the Leased Premises.
- (c) The Lessee must not cause any damage to the Building or to the Leased Premises while removing its property, must leave the Leased Premises clean and tidy after the removal and is liable for the cost of repair of the damage caused by or during the removal.

#### **44.2 Lessee's failure to remove property**

- (a) If the Lessee fails to remove any of its property from the Leased Premises, the Lessor may
- (i) have that property removed from the Leased Premises and stored, using reasonable care in removing and storing the property, but being exempted from any liability to the Lessee for loss or damage to any of its property through the negligence of the Lessor, its employees or agents;
  - (ii) sell or otherwise dispose of all or any of the Lessee's property, with or without removing them from the Leased Premises, in the name of and as agent for the Lessee.
- (b)
- (i) In respect of all or any of the Lessee's property which the Lessee has failed to remove from the Leased Premises, the Lessee is taken to have abandoned the property and title to it and the Lessor at its option acquires title to that property through abandonment.
  - (ii) The Lessor is not obliged to account to the Lessee for the value of any property whose title vests in the Lessor by abandonment.
  - (iii) Despite paragraph (ii), if the Lessee is able to establish that the reasonable market value of the property abandoned to the Lessor exceeds the amount in Item 19, the Lessee is entitled to require the Lessor to account to the Lessee for the balance of its value exceeding that amount and the Lessor may offset that balance against any amount due from the Lessee for rent or damages.

#### **44.3 Lessee's responsibility for damages and costs**

The Lessee is responsible for and indemnifies the Lessor in respect of:

- (a) any loss or damage caused by the Lessee, its employees or agents during the removal of the Lessee's property from the Leased Premises;
- (b) the costs of removal, storage and sale of any of the Lessee's property.

## **Part 11 – MISCELLANEOUS**

### **45. Service of notices**

#### **45.1 Notice**

Any notice, document or demand (called “notice”) under this Lease must be served in accordance with this clause.

#### **45.2 Signature of notice**

The notice must be in writing, signed by the party giving it, or by the party’s duly authorised officer (if a corporation), agent or solicitor.

#### **45.3 Services of notice**

A notice may be served on a party to this Lease, including their successors, assigns, and guarantors:

- (a) by personal delivery to that party or if more persons than one are lessors or lessees to any one of them;
- (b) by delivering a notice for the Lessee to the Leased Premises and leaving it with an employee of the Lessee;
- (c) by delivering a notice for the Lessor to the Lessor’s business address and leaving it with an employee of the Lessor;
- (d) by sending it by prepaid security post or certified post, addressed to the party at that party’s address stated in Item 20;
- (e) by transmitting it by facsimile where a facsimile where a facsimile number is included in Item 20.

#### **45.4 Additional or altered address**

Either party may advise the other of an additional or an altered address for the service of notices, which is within Tasmanian and is not a post office box or care of a post office.

#### **45.5 Time of service**

A notice is taken to have been served:

- (a) at the time of delivery;
- (b) on the third Business day after the day on which it is posted, the first Business day being the day of posting.

### **46. Disputes**

#### **46.1 Notice of Dispute**

A party claiming that a dispute has arisen under or in relation to this Lease must give written notice to the other parties to the dispute, specifying the nature of the dispute and designating as its representative a person with authority to negotiate on its behalf. The other parties must give notice within 14 days designating person with similar authority as their representatives relating to the dispute.

#### **46.2 Alternative Dispute Resolution**

If the dispute is not resolved within 30 days if the latter designation required by clause 46.1 (or within such further period as the representatives agree is appropriate) the representative will try to agree on a prices for resolving the whole pr part of the dispute through means other than litigations or arbitration, (such as further negotiations, mediation, conciliation or independent expert determination).

#### **46.3 Arbitration**

If the parties have not agreed under clause 46.2 on a resolution process within 14 days (or such longer period as is agreed) or if the process agreed fails to resolve the dispute, then a party which has compiled with the provisions of this clause may then refer the dispute to arbitration under the Institute of Arbitrators Australia Rules if the Conduct of Commercial Arbitration (the Rules”).

#### **46.4 Appointment of Arbitrator**

If a dispute is referred to arbitration under clause 76.3, the arbitrator is to be appointed in accordance with the Rules.

#### **46.5 No Termination during Dispute Resolution**

From the time when a notice of dispute is served, the Lessor must not tale action to terminate this Lease, by physical re-entry or otherwise, until the conclusion of the dispute resolution process.

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<b>REFERENCE SCHEDULE</b>		
Item 1 (Parties)	Lessor: (name and address)	Southern Midlands Council 71 High Street Oatlands
Item 2 (Parties)	Lessee: (name and address)	Oatlands Community Association Inc. 68 High Street Oatlands
Item 4 (cl 1)	Description of Leased Premises	All that part of the property known as the "Midlands Memorial Community Centre" situated at 68 High Street, Oatlands
Item 5 (cl 1, cl 3(b))	Inclusion in Leased Premises:	As per Inventory List. Nil
Item 5A (cl 22)	Essential Health & Safety Features include (without limitation)	All features prescribed as essential safety and health features by law
Item 6 (cl 4)	Lease Term:  Commencement Date:  Last day of Lease Term:	1 year  1 <sup>st</sup> January 2018  31 <sup>st</sup> December 2018
Item 7 (cl 6)	Option for renewal:  Term of Renewal (clause 6.6(a)):  Commencing on:  Last day of Lease Term:  Term of any further option(s) for renewal (cl 6.6 (b)):	Yes  3 years  1 <sup>st</sup> January 2019  31 <sup>st</sup> December 2021
Item 8 (cl 7)	Base Rent:  Date for commencement of rent:	\$1.00 per annum plus GST  Commencement date of this lease:
Item 9 (cl 6, cl 19)	Adjustment Dates (clause 9.1 (a)):	1 <sup>st</sup> January 2019 and every year thereafter
Item 9	Market Review Date	Not applicable.



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Item 10 (cl 10)	Lessee's percentage of outgoings (clause 10.1)  Particulars of outgoings and time for payment:	0 percent  Not applicable
Item 11 (cl 14)	Rate of interest:	Tasmanian Perpetual Trustees Limited ABN 97 009 475 629 variable rate of interest from time to time on commercial loans.
Item 12 (cl 17)		Not applicable.
Item 13 (cl 18)	Use of Leased Premises for the following purposes (clause 18.1):	Community Use.
Item 14 (cl 20)	Dimensions of sign on exterior of Leased Premises:	As permitted by Council regulations.
Item 15 (cl 26)		At end of Lease period.
Item 16 (cl 29)		14 days.
Item 17 (cl 31)	Lessee's insurances: Amount of public risk cover.	\$10 Million Dollars
Item 18 (cl 41)	Lessor may terminate if Leased Premises cannot be repaired or reinstated within the following period (clause 41.1 (a) (iv)):	3 months
	Lessee may terminate if Leased Premises seriously damaged and (i) Lessor takes no action to repair or reinstate for (clause 41.2 (a) (i)); or  (ii) Leased Premises will not be capable of being used and occupied for period in excess of (clause 41.2 (a) (ii));	
Item 19 (cl 44)	Reasonable Market value of property abandoned by Lessee exceeding (clause 44.2 (b) (iii)):	Ten Thousand Dollars
Item 20 (cl 45)	Address for service of notices (and facsimile)	

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	number if applicable):	
	Lessor:	Southern Midlands Council 71 High Street Oatlands TAS 7120
	Lessee:	Oatlands Community Association Inc. 68 High Street Oatlands TAS 7120

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**Maintenance Schedule**

In general terms, the organisation will be responsible for all minor repairs, cleaning and maintenance. Major repairs and maintenance will be carried out by Council.

<b>MAINTENANCE SCHEDULE</b>		
<b>ITEM</b>	<b>ORGANISATION'S RESPONSIBILITY</b>	<b>COUNCIL'S RESPONSIBILITY</b>
1. Heating Fixtures	Payment of all gas and electricity bills, servicing, replacing and repairing when required.	No responsibility.
2. Building Alterations	For determining and documenting the specific needs of the building relating to any requests to Council for building alterations.	For assessing all requests submitted and if approved by Council, ensuring satisfactory completion of work by the responsible parties.
3. Curtains and Blinds	Regular cleaning and repair.	No responsibility.
4. Ceiling	Repairs due to foreseeable misuse.	Major repair and/or replacement due to structural faults, age etc.
5. Doors (including cupboard doors and door fittings).	Regular cleaning and repair of internal doors due to foreseeable misuse.	Replacement due to age or structural fault. Repairs on all external doors.
6. Electrical wiring and fittings in buildings	Repair and replacement due to foreseeable misuse.	All building wiring from main supply to and including the switchboard, power points, switches and light fittings.
7. Fire Extinguishers	To fill when discharged.	For annual maintenance and replacement due to age.
8. Floor surfaces and coverings	All regular cleaning and maintenance.	No responsibility.
9. Glass	To keep clean internally, and externally to a height of 1.8 metres only and replace internal breakages.	To replace externally when breakage occurs due to vandalism.
10. Vandalism	No external responsibility.	Removal of graffiti from external areas and other associated grounds work - as determined by Council.
11. Keys, Locks	Responsible for keys issued by Council.	Purchase, install and maintain all external locks.
12. Security System	Purchase, installation, service and maintenance. To be compatible to Council's Master Key System.	No responsibility.
13. Light Globes and fittings (external)	No responsibility	For replacement and maintenance when required.
14. Light Globes (internal)	Replacement	Repair faulty fittings.
15. Plumbing and Fixtures	Cost of internal repairs due to foreseeable misuse, and any add-on fixtures not standard within the building.	Repair and renewal of all plumbing fixtures.

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16. Plumbing waste pipes and drains	Keep them clear of foreign objects, mud, grease etc and clear if blocked by these materials.	General maintenance.
17. Other permanent fixtures	Regular cleaning of all fixtures and repair/or replace if due to foreseeable misuse.	Replacement if not reasonably repairable – Heat pumps, Electric stove and oven, hot water service, Bargain Centre Front counter
18. Hygiene	To keep all areas in a clean and hygienic state.	No responsibility.
19. Painting	Internal painting if damaged through foreseeable misuse.	Internal and external painting on as needed basis.
20. Roofs	No responsibility.	All maintenance and repair as required.
21. Skylights	No responsibility.	All maintenance and repair as required.
22. Walls	Regular cleaning and repair if damaged through foreseeable misuse of internal walls.	Structural maintenance.
23. Building External	No responsibility.	General maintenance.
24. Food Handling areas and equipment	To comply with the relevant Health Acts and maintain such equipment required under the Health Act.	No responsibility.

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Defined Building Area (shown in red)



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Executed by the parties as a deed

SIGNED & SEALED for and on behalf of ) SEAL  
SOUTHERN MIDLANDS COUNCIL )

Presence of: )

Signature: .....

Full Name:

Position Held:

Signature: .....

Full Name:

Position Held:

Signature: .....

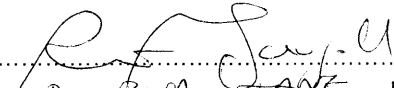
Full Name:


Position Held:

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SIGNED & SEALED for and on behalf of ) SEAL  
OATLANDS COMMUNITY ASSOCIATION INC.)

Presence of: )

Signature:  .....  
Full Name: ROWENA JANE McDUGALL  
Position Held: president.

Signature:  .....  
Full Name: NANCY AMANDA BRAY  
Position Held: Acting Treasurer.