

SOUTHERN
MIDLANDS
COUNCIL



ATTACHMENTS

ORDINARY COUNCIL MEETING

Wednesday, 8th December 2021

Kempton Municipal Offices, 85 Main Street, Kempton
2.00 p.m.

Item 5.1	Draft Council Meeting Minutes (Open) – 24 th November 2021
Item 5.2.1	Lake Dulverton & Callington Park Management Committee Minutes – 29 th November 2021 Woodsdale Community Memorial Hall Minutes – 3 rd November 2021
Item 5.3.1	Southern Tasmanian Councils Authority Minutes – 16 th August 2021
Item 5.3.2	Southern Tasmanian Councils Authority Annual Report 2020-21
Item 15.7.1	Electric Vehicle Charging Station - Grant Deed Electric Vehicle Charging Station - Hosting Agreement

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ORDINARY COUNCIL MEETING

Wednesday, 24th November 2021
10.00 a.m.

Oatlands Municipal Offices
71 High Street, Oatlands

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OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD
ON WEDNESDAY, 24th NOVEMBER 2021 AT THE OATLANDS MUNICIPAL
OFFICES COMMENCING AT 10:00 A.M.

1. PRAYERS

Rev Dennis Cousens recited prayers.

2. ACKNOWLEDGEMENT OF COUNTRY

Mayor A O Green recited Acknowledgement of Country.

3. ATTENDANCE

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

Mr T Kirkwood (General Manager), Mr A Benson (Deputy General Manager), Mr D Richardson (Manager, Infrastructure & Works), Mrs L Brown (Planning Officer), Mr D Mackey (Special Projects Officer), (Mrs J Crosswell (Executive Assistant).

4. APOLOGIES

Nil.

5. MINUTES

5.1 Ordinary Council meeting

The Minutes (Open Council Minutes) of the previous meeting of Council held on the 27th October 2021, as circulated, are submitted for confirmation.

DECISION

Moved by Clr R McDougall, seconded by Clr K Dudgeon

THAT the Minutes (Open Council Minutes) of the previous meeting of Council held on the 27th October 2021, as circulated, be confirmed.

CARRIED

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

5.2 Special Council meeting

The Minutes of the Special Council Meeting held on the 8th November 2021, as circulated, are submitted for confirmation.

DECISION

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

THAT the Minutes of the Special Council Meeting held on the 8th November 2021, as circulated, be confirmed.

CARRIED

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

5.3 Special Committees of Council Minutes

5.3.1 Special Committees of Council - Receipt of Minutes

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

- Arts Advisory Committee Minutes – 16th September 2021
- Woodsdale Community Memorial Hall Minutes – 4th October 2021

RECOMMENDATION

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

DECISION

Moved by Clr R McDougall, seconded by Clr D Fish

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

CARRIED

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

5.3.2 Special Committees of Council - Endorsement of Recommendations

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

- Arts Advisory Committee Minutes – 16th September 2021
- Woodsdale Community Memorial Hall Minutes – 4th October 2021

RECOMMENDATION

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

DECISION

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

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

CARRIED

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

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

5.3.1 Joint authorities - Receipt of Minutes

Nil.

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

Nil.

6. NOTIFICATION OF COUNCIL WORKSHOPS

DECISION

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

THAT the information be received and the outcomes of the workshop(s) noted and endorsed.

CARRIED

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

7. COUNCILLORS – QUESTION TIME

7.1 Questions (On Notice)

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

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

Nil.

7.2 Questions Without Notice

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

It states:

“29. Questions without notice

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

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

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

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

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

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

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

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

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

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

Clr A E Bisdee OAM – Expressed disappointment that the 2021 Oatlands Christmas Pageant is not going ahead. Clr Dudgeon commented that this was not a Council decision. The organiser(s) decided that due to COVID-19, cancellation was decided a safer option. Hoping that it will go ahead in 2022.

Deputy Mayor E Batt – Requested an update on the walkway from Kempton to Mood Food General Manager responded that we are awaiting an agreement from Department of State Growth for transferring land and it is still a ‘work in progress’.

Deputy Mayor E Batt – Queried what funding we provide to Bagdad Community Club Inc. for upkeep of lawns, maintenance etc.

The General Manager responded that Council provides \$15,000 per year (previously \$10,000) under the Memorandum of understanding between Council and the Community Club. The Club Management Committee has responsibility to allocate this funding.

Deputy Mayor E Batt – Walking Path – Midland Highway, Bagdad – plans to reinstate the washed out section (vicinity of Winstead Road).

The General Manager to progress work planned.

Clr A Bantick – Commented about the improvement of operations at the Waste Transfer Station(s). Questioned whether the income from charges at the respective sites have increased.

Question taken on notice with detail to be provided.

Clr A Bantick – Advised Council he has been liaising with residents in Bluff Road. They are concerned a serious accident will occur due to some road users travelling at high speeds. Would it be possible to have the speed limit reduced or can we install a ‘High Accident Area’ sign or request more police resources? A traffic counter was also suggested.

To be actioned through a discussion with Tasmania Police.

Clr R McDougall – Eldon Road – can a white line be painted on Eldon Road – particularly on the corners?

To be investigated.

Clr R McDougall - Coalmine Bend Road, Colebrook – requires maintenance grading. Past grading has been infrequent according to residents.

Clr R McDougall – Oatlands Key System (Heritage properties) - Can an updated list of holders of the Oatlands key be provided? It was suggested that it would be timely to approach new business operators to determine whether they may wish to participate in the key system. A list be advertised on the noticeboard at the Community Centre, and.

Clr R McDougall – Can a sign (two-sided) be erected on the corner of High Street & Campbell Street providing direction to Lake Dulverton.

To be investigated.

Clr R McDougall – Informed Council about the community meeting organised by residents held last Wednesday 17th November regarding Tunnack Road. Around twenty people from the community including Julia Jabour (Southern Midlands Regional News), Rebecca White (Opposition Leader) and Brian Mitchell (Tasmanian Liberal Party) attended. Concerns were raised about the level of traffic including log trucks and deterioration of the road is quite extreme. Work commenced this week on essential repairs. Clr McDougall has also had concerns from residents regarding trucks going all through the night and using engine brakes. Is it possible to install ‘no engine brake’ signage in Woodsdale Road at Whitefoord? *The General Manager advised signs have been ordered for the Whitefoord township but are yet to be installed.*

Clr K Dudgeon – Callington Park (old rodeo section) – Boulders to prevent motorhomes / vans entering the top end need to be replaced. They were removed for the Bullock Festival. *Boulders to be reinstated when the ground conditions suit.*

Mayor A Green

Could notification of Heavy Vehicle permits issued be notified through Council’s web site?

It was indicated that this would not be practical from an administrative perspective.

Mayor A Green

Councillor Business Cards – questioned why residential addresses are printed on the Business Cards.

Generally, it has just been past practice but where requested, addresses can be removed and cards re-printed.

8. DECLARATIONS OF PECUNIARY INTEREST

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

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

Nil.

9. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

In accordance with the requirements of Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2015*, the Council, by absolute majority may decide at an ordinary meeting to deal with a matter that is not on the agenda if the General Manager has reported –

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

Nil.

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

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

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

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

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

Mayor A O Green to then invite questions from members of the public in attendance.

Julia Jabour – Southern Midlands Regional News

Julia commented and expressed disappointment in relation to the cancelling of the 2021 Oatlands Christmas Pageant. Julia attended the recent Motorbike Show at Oatlands Recreation Ground. They had COVID-19 safety practices in place and believes the Pageant could have been run a similar way.

Noted the recent Council resolution in Stanley Street to approve a 13 lot subdivision. Expressed concern about the lack of ability to provide adequate services (e.g. medical services; education; supermarket supplies).

Mayor A Green provided comment in relation to the benefits associated with increased development, provided it is managed strategically and in accordance with Council's Land Use Planning Scheme. Council, in conjunction with the community, will respond and adapt as required noting that there is considerable capacity in existing services, particularly education.

10.1 Permission to Address Council

Nil.

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

Nil.

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

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

12.1 Development Applications

Nil.

12.2 Subdivisions

12.2.1 Development Application (SA 2021/10) for Subdivision (13 lots) at Lot 202 Owens Hill Road, Bagdad owned by E A Booth.

DECISION

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

THAT, in accordance with the provisions of the *Southern Midlands Interim Planning Scheme 2015* and section 57 of the *Land Use Planning & Approvals Act 1993*, Council APPROVE the Development Application (SA2021/10) for Subdivision (13 lots) at Lot 202 Owens Hill Road owned by E A Booth.

CONDITIONS

General

1. The subdivision layout or development must be carried out substantially in accordance with the application for planning approval, the endorsed drawings and with the conditions of this permit and must not be altered or extended without the further written approval of Council.
2. The development and works must be carried out in accordance with:
 - a) *Lot 202 Owens Hill Road, Bagdad, Bushfire Hazard Report* dated 12 October 2021, prepared by ERA Planning & Environment.
3. Prior to Council sealing the final plan of survey the developer must provide certification from a suitably qualified person that all works required by the Bushfire Hazard Report have been complied with.

Staged development

4. The subdivision must not be carried out in stages except in accordance with a staged development plan submitted to and approved by Council's General Manager.

Transfer of reserves

5. All roads or footways must be shown as "Road" or "Footway" on the Final Plan of Survey and transferred to the Council by Memorandum of Transfer submitted with the Final Plan of Survey.

Public Open Space

6. As insufficient provision has been made for recreational space, and having formed the opinion that such a provision should be made in respect of the proposal, Council requires that an amount equal to five percent (5%) of the unimproved POS will be payable on all the subdivision lots and must be provided as cash-in-lieu of public open space in accordance with the provisions of Section 117 of the Local Government (Building & Miscellaneous Provisions) Act 1993. The subdivider must obtain a valuation for the unimproved value of the subdivision from a registered Valuer.
7. The cash-in-lieu of public open space must be in the form of a direct payment made before the sealing of the final plan of survey or, alternatively, in the form of a Bond or Bank guarantee to cover payment within ninety (90) days after demand, made after the final plan of survey has taken effect.

Easements

8. Easements must be created over all drains, pipelines, wayleaves and services in accordance with the requirements of the Council's General Manager. The cost of locating and creating the easements shall be at the subdivider's full cost.

Final plan

9. A final approved plan of survey and schedule of easements as necessary, together with two (2) copies, must be submitted to Council for sealing for each stage. The final approved plan of survey must be substantially the same as the endorsed plan of subdivision and must be prepared in accordance with the requirements of the Recorder of Titles.
10. Prior to Council sealing the final plan of survey for each stage, security for an amount clearly in excess of the value of all outstanding works and maintenance required by this permit must be lodged with the Southern Midlands Council. The security must be in accordance with section 86(3) of the Local Government (Building & Miscellaneous Provisions) Act 1993. The amount of the security shall be determined by the Council's General Manager in accordance with Council Policy following approval of any engineering design drawings.
11. All conditions of this permit, including either the completion of all works and maintenance or payment of security in accordance with this permit, must be satisfied before the Council seals the final plan of survey. It is the subdivider's responsibility to notify Council in writing that the conditions of the permit have been satisfied.
12. The subdivider must pay any Titles Office lodgment fees direct to the Recorder of Titles.

Engineering

13. The subdivision must be carried out and constructed in accordance with the:
 - a. *Tasmanian Subdivision Guidelines*
 - b. *Tasmanian Municipal Standard – Specifications*
 - c. *Tasmanian Municipal Standard – Drawings*as published by the Local Government Association of Tasmania and to the satisfaction of Council's General Manager.
14. Engineering design drawings to the satisfaction of the Council's General Manager must be submitted to and approved by Council before development of the land commences.
15. Engineering design drawings are to be prepared by a qualified and experienced civil engineer, or other person approved by Council's General Manager, and must show -
 - a) all existing and proposed services required by this permit;
 - b) all existing and proposed roadwork required by this permit;
 - c) measures to be taken to provide sight distance in accordance with the relevant standards of the planning scheme;
 - d) measures to be taken to limit or control erosion and sedimentation;
 - e) any other work required by this permit.
16. Approved engineering design drawings will remain valid for a period of 2 years from the date of approval of the engineering drawings.

17. The developer shall appoint a qualified and experienced Supervising Engineer (or company registered to provide civil engineering consultancy services) who will be required to certify completion of subdivision construction works. The appointed Supervising Engineer shall be the primary contact person on matters concerning the subdivision.

Services

18. The Subdivider must pay the cost of any alterations and/or reinstatement to existing services, Council infrastructure or private property incurred as a result of the proposed subdivision works. Any work required is to be specified or undertaken by the authority concerned.
19. Property services must be contained wholly within each lot served or an easement to the satisfaction of the Council's General Manager or responsible authority.

Roads and Access

20. Roadworks must, unless approved otherwise by Council's General Manager, include:

(a) Proposed Subdivision Road

- i. Minimum road reserve of 18.00 metres and 31.00 metres at the cul de sac;
- ii. Fully sealed, paved and drained carriageway with a minimum carriageway width of 6.9 metres and 24 metre diameter at the cul de sac;
- iii. Concrete kerb and channel;
- iv. Concrete footpath (on at least one side);
- v. Piped stormwater drains

21. All carriageway surface courses must be constructed with a hot mix asphalt in accordance with standard drawings and specifications prepared by the IPWE Aust. (Tasmania Division) and the requirements of Council's General Manager.
22. Kerb ramps must be provided to accommodate the needs of people with disabilities in accordance with standard drawings prepared by the IPWE Aust. (Tasmania Division) and to the requirements of Council's General Manager.
23. A reinforced concrete vehicle access must be provided from the road carriageway to service each lot.

Drainage

24. The developer is to provide a minor (piped) stormwater drainage system designed to comply with all of the following:
- a) be able to accommodate a storm with an ARI of 20 years when the land serviced by the system is fully developed;
 - b) stormwater runoff will be no greater than pre-existing runoff or any increase can be accommodated within existing or upgraded public stormwater infrastructure;
25. The developer is to provide a piped stormwater property connection to each lot capable of servicing the entirety of each lot by gravity in accordance with Council standards and to the satisfaction of Council's General Manager. Unless approved otherwise by Council's General Manager the stormwater property connections must be DN150 minimum.

26. The developer is to provide a major stormwater drainage system designed to accommodate a storm with an ARI of 100 years.
27. Unless approved otherwise by Council's General Manager, the stormwater system for the subdivision must incorporate a stormwater drainage system of a size and design sufficient to achieve the stormwater quality and quantity targets in accordance with the State Stormwater Strategy 2010, as detailed in Table E7.1 of the Southern Midlands Interim Planning Scheme 2015.
28. The developer must submit a stormwater management plan to Council for approval with the engineering design plans. The stormwater management plan must be prepared and certified by a suitably qualified person, and include calculations, design, construction and maintenance details of stormwater treatment, detention, and conveyance. The plan must clearly demonstrate that the requirements of this permit are met and that adjacent properties will not be adversely impacted by the stormwater system.

Sewer & Water

29. Each lot must be connected to a reticulated potable water supply.
30. Each lot must be connected to a reticulated sewerage system.

Tas Water

31. The development must meet all required Conditions of approval specified by Tas Water Submission to Planning Authority Notice, TWDA 2021/00963-STM, dated 12/07/2021.

Telecommunications and electrical reticulation

32. Electrical and telecommunications services must be provided underground to each lot in accordance with the requirements of the responsible authority and to the satisfaction of Council's General Manager.
33. Prior to the work being carried out a drawing of the electrical reticulation and street lighting, and telecommunications reticulation in accordance with the appropriate authority's requirements and relevant Australian Standards must be submitted to and endorsed by the Council's General Manager.
34. Prior to sealing the final plan of survey the developer must submit to Council:
 - (a) An Exemption from the installation of fibre ready pit and pipe, a "Provisioning of Telecommunications Infrastructure – Confirmation of final payment" or "Certificate of Practical Completion of Developer's Activities" from Telstra or NBN Co.
 - (b) Written advice from TasNetworks confirming that each lot has been provided with a property connection or that future lot owners will not be liable for network extension or upgrade costs, other than individual property connections (basic connections) at the time each lot is further developed.

Soil and Water Management

35. A soil and water management plan (here referred to as a '**SWMP**') prepared in accordance with the guidelines Soil and Water Management on Building and Construction Sites, by the Derwent Estuary Programme and NRM South, must be approved by Council's General Manager before development of the land commences.

36. Temporary run-off, erosion and sediment controls must be installed in accordance with the approved SWMP and must be maintained at full operational capacity to the satisfaction of Council's General Manager until the land is effectively rehabilitated and stabilised after completion of the development.
37. The topsoil on any areas required to be disturbed must be stripped and stockpiled in an approved location shown on the detailed soil and water management plan for reuse in the rehabilitation of the site. Topsoil must not be removed from the site until the completion of all works unless approved otherwise by the Council's General Manager.
38. All disturbed surfaces on the land, except those set aside for roadways, footways and driveways, must be covered with top soil and, where appropriate, re-vegetated and stabilised to the satisfaction of the Council's General Manager.

Construction

39. The subdivider must provide not less than forty eight (48) hours written notice to Council's General Manager before commencing construction works.
40. The subdivider must provide not less than forty eight (48) hours written notice to Council's General Manager before reaching any stage of works requiring inspection by Council unless otherwise agreed by the Council's General Manager.

Construction Amenity

41. The development must only be carried out between the following hours unless otherwise approved by the Council's General Manager

• Monday to Friday	7:00 AM to 6:00 PM
• Saturday	8:00 AM to 6:00 PM
• Sunday and State-wide public holidays	10:00 AM to 6:00 PM

42. All subdivision works associated with the development of the land must be carried out in such a manner so as not to unreasonably cause injury to, or unreasonably prejudice or affect the amenity, function and safety of any adjoining or adjacent land, and of any person therein or in the vicinity thereof, by reason of -

- (a) emission from activities or equipment related to the use or development, including noise and vibration, which can be detected by a person at the boundary with another property; and/or
- (b) transport of materials, goods or commodities to or from the land; and/or
- (c) appearance of any building, works or materials.

43. Any accumulation of vegetation, building debris or other unwanted material must be disposed of by removal from the land in an approved manner. No burning of such materials on-site will be permitted unless approved in writing by the Council's General Manager.
44. Public roadways or footpaths must not be used for the storage of any construction materials or wastes, for the loading/unloading of any vehicle or equipment; or for the carrying out of any work, process or tasks associated with the subdivision during the construction period.

As constructed drawings

45. Prior to the works being placed on the maintenance and defects liability period "as constructed" drawings and data for all engineering works provided as part of this approval must be provided to Council to the satisfaction of the Council's General

Manager. These drawings and data sheets must be prepared by a qualified and experienced civil engineer or other person approved by the General Manager in accordance with Council's Guidelines for As Constructed Data.

Maintenance and Defects Liability Period

- 46. The subdivision must be placed onto a twelve (12) month maintenance and defects liability period in accordance with Council Policy following the completion of the works in accordance with the approved engineering plans and permit conditions.
- 47. Prior to placing the subdivision onto the twelve (12) month maintenance and defects liability period the Supervising Engineer must provide certification that the works comply with the Council's Standard Drawings, specification, and the approved plans.

THE FOLLOWING ADVICE APPLIES TO THIS PERMIT: -

- A. This permit does not imply that any other approval required under any other legislation or by-law has been granted.
- B. This permit does not take effect until all other approvals required for the use or development to which the permit relates have been granted.
- C. The owner is advised that an engineering plan assessment and inspection fee of 1% of the value of the approved engineering works, or a minimum of \$335.00, must be paid to Council in accordance with Council's fee schedule.
- D. All approved engineering design drawings will form part of this permit on and from the date of approval.

CARRIED

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

12.3 Municipal Seal (Planning Authority)

Nil.

12.4 Planning (Other)

Nil.

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

13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE)

13.1 Roads

Strategic Plan Reference 1.1

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

Nil.

13.2 Bridges

Strategic Plan Reference 1.2

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

Nil.

13.3 Walkways, Cycle ways and Trails

Strategic Plan Reference 1.3

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

Nil.

13.4 Lighting

Strategic Plan Reference 1.4

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

Nil.

13.5 Buildings

Strategic Plan Reference 1.5

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

Nil.

13.6 Sewers / Water

Strategic Plan Reference(s) 1.6

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

13.6.1 TasWater – Owners Representative Group (Appointment of Deputy Representative)

DECISION

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

- a) Acknowledge Clr A E Bisdee OAM's past service as its Owner Representative, a position held for a considerable number of years; and
- b) Appoint Clr A E Bisdee OAM as a Deputy Representative to the TasWater Owners Representative Group.

CARRIED

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

DECISION

Moved by Clr K Dudgeon, seconded by Clr D Fish

THAT the meeting be adjourned for morning tea at 10.55 a.m.

CARRIED

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

DECISION

Moved by Clr D Fish, seconded by Clr A Bantick

THAT the meeting reconvene at 11.17 a.m.

CARRIED

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

13.7 Drainage

Strategic Plan Reference 1.7

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

Nil.

13.8 Waste

Strategic Plan Reference 1.8

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

Nil.

13.9 Information, Communication Technology

Strategic Plan Reference 1.9

Improve access to modern communications infrastructure.

Nil.

13.10 Officer Reports – Infrastructure & Works

13.10.1 Manager – Infrastructure & Works Report

Author: MANAGER INFRASTRUCTURE & WORKS (DAVID RICHARDSON)

Date: 18 NOVEMBER 2021

October Rain Event

The recent rain events has resulted in damage throughout the municipality to council's infrastructure. The damage has been widespread. It includes, but is not limited, to the following:

- Bridge damage
- Roads pavement damage including sealed and unsealed
- Walkways and paths
- Drainage
- Landslips (Eldon Road, Cockatoo Gully Road and Link Road)

Council's works crews have responded to a large number of requests for assistance to mitigate against water inundations into properties throughout the municipal area.

Over the coming period councils resources will be required to rectify the above damage which will have an impact on the planned capital works programme and budget.

Roads Program

Council's graders have been working on various roads with the bus routes being the priority roads for grading as required. The focus has been to prioritise the higher traffic usage areas of roads. General road maintenance and repairs will continue, including a focus on pavement repairs and table drain clearing works being a priority.

Sections of Woodsdale Road require various pavement repairs due to recent wet weather and heavy vehicle usage that has created defects. It is planned to undertake significant maintenance re-construction patches throughout the entire length of this road including associated drainage works. Woodsdale Road is 36 klms long and serves as a main arterial route from Tunnack to Runnymede, including linking various roads and communities. The sealed pavement is failing due to a number of factors including water, drainage, sub-standard base material and increased usage of the road network.

The planned works will only rectify immediate safety issues, with significant funding being required for Woodsdale Road in the short to medium term.

Inglewood Road between the Waste Transfer Station and the rail overpass has deteriorated recently due to wet weather and heavy vehicle movements. The Manager Infrastructure and Works has met with the contractor currently completing works for TasRail to discuss and agree on a plan to rectify the pavement defects. Remedial works on Inglewood Road are programmed to commence in the coming weeks.

Minor gravel re-sheeting works have been completed on various sections of roads throughout the municipality. The gravel re-sheeting programme will commence as soon as weather and resources permit.

Roadside Mowing Programme

Council's annual road verge mowing programme has commenced in the northern part of the road network. It is anticipated that vegetation growth will be a focus over the coming months due to the optimal growing conditions.

Road Rehabilitation programme 2021/22

Council's 2021/2022 road stabilisation programme is scheduled to start in the 19th November at Green Valley Road.

Council's works crews have been completing preparation works at the various sites including Green Valley Road, Huntington Tier Road, Stonor Road and Elden Road over the past month.

Lake Dulverton Pathway

Construction of the walkway has commenced with some delays due to wet weather, the contractor undertaking these works has committed to returning in October when the temperature warms up to allow the dirt glue product to stabilise. It is expected these works to re-commence in the coming weeks.

Walkway and Kerbing works

Installation of kerb and gutter, footpath and associated storm water upgrade works has commenced on Black Brush Road. There has been some alterations to the plans to allow for off street parking outside premises on Black Brush Road.

Waste Management Program

Ongoing safety improvements are being completed as a result of risk assessments that have been undertaken. Further works are required over the coming period. Dysart Waste Transfer Station has new waste disposal slides installed.

Parks and Reserves

General maintenance of parks and reserves will continue with a focus on ensuring spring growth is maintained at an acceptable level. The recent wet weather has created favourable growing conditions with grass area maintenance being a priority throughout the spring period.

Bridge Works

Bridge widening works are proposed to be undertaken on Interlaken Road starting Monday 6th December. Interlaken Road between Midlands Highway and Cold Blow Lane will be closed for bridge works between 8.00am Monday 6th until 4pm Friday 10th December to all vehicles. Light vehicle bypass is via Cold Blow Lane and Bowhill Road. Cold Blow Lane is not suitable for heavy vehicles. Heavy vehicle users are being notified of the closure.

Planned Works

The following capital works are planned for the coming period

- Oatlands Aquatic Centre storm water drainage pipe installation
- Underground power installation Oatlands (completed)
- Footpath and kerb installation Oatlands to continue as weather permits
- Repair various roads and drainage
- Repair landslips on Cockatoo Gully Road and Eldon Road
- Bridge Widening Interlaken Road

QUESTIONS WITHOUT NOTICE TO MANAGER, INFRASTRUCTURE & WORKS

Clr A Bantick - Bluff Road, Elderslie – it was confirmed that additional sealing works and landscaping is to be undertaken.

Clr A E Bisdee OAM - long range forecast is for a wet summer. Suggested that extra funds will be required for roadside slashing due to the current growth.

Clr Dudgeon – Woodsdale Road, Whitefoord area – pine trees restricting view.
To be assessed.

Clr Dudgeon – Runnymede Quarry – noticed internal road construction activity. Any update in terms of planned works?
No information received to date.

Clr Dudgeon – Lake Dulverton – report of snakes. Could signage be considered?
To be referred to the Lake Dulverton & Callington Park Management Committee.

Clr Dudgeon – Nala Road – on-site meeting to be arranged with Manager – Infrastructure & Works.
To be scheduled.

Mayor Green – Woolridge Road, Rhyndaston – evidence of a minor landslip.
To be investigated and remedial action taken as required.

RECOMMENDATION

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

DECISION

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

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

CARRIED

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

14. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)

14.1 Residential

Strategic Plan Reference 2.1
Increase the resident, rate-paying population in the municipality.

Nil.

14.2 Tourism

Strategic Plan Reference 2.2
Increase the number of tourists visiting and spending money in the municipality.

Nil.

14.3 Business

Strategic Plan Reference 2.3
Increase the number and diversity of businesses in the Southern Midlands / Increase employment within the municipality / Increase Council revenue to facilitate business and development activities (social enterprise).

Nil.

14.4 Industry

Strategic Plan Reference 2.4
Retain and enhance the development of the rural sector as a key economic driver in the Southern Midlands / Increase access to irrigation water within the municipality.

Nil.

15. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – LANDSCAPES)

15.1 Heritage

Strategic Plan Reference – Page 22

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

15.1.1 Heritage Project Program Report

RECOMMENDATION

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

DECISION

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

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

CARRIED

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

15.2 Natural

Strategic Plan Reference – page 23/24

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

15.2.1 NRM Unit – General Report

DECISION

Moved by Clr R McDougall, seconded by Clr D Fish

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

CARRIED

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

15.3 Cultural

Strategic Plan Reference 3.3

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

Nil.

15.4 Regulatory (Development)

Strategic Plan Reference 3.4

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

Nil.

15.5 Regulatory (Public Health)

Strategic Plan Reference 3.5

Monitor and maintain a safe and healthy public environment.

Nil.

15.6 Regulatory (Animals)

Strategic Plan Reference 3.6

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

15.6.1 Animal Management Report

Author: ANIMAL MANAGEMENT OFFICER (RACHEL COLLIS)

DECISION

Moved by Clr R McDougall, seconded by Clr K Dudgeon

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

CARRIED

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

15.7 Environmental Sustainability

Strategic Plan Reference 3.7

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

Nil.

16. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – COMMUNITY)

16.1 Community Health and Wellbeing

Strategic Plan Reference 4.1

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

Nil.

Clr D Fish departed the meeting at 11.51 a.m.

16.2 Recreation

Strategic Plan Reference 4.2

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

16.2.1 Woodsdale Recreation Ground

Author: GENERAL MANAGER (TIM KIRKWOOD)

DECISION

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

THAT:

- In the first instance, Council request a formal communication from the Woodsdale Football Club detailing its overall plan (and requirements);
- Council await the outcome of the AFL Tas Audit prior to making any further decision;
- Council await the outcome of an assessment to be undertaken by JLT Marsh Insurance prior to making any further decision; and finally
- Council officers prepare approximate cost estimates to undertake the anticipated works and address any reported defects.

CARRIED

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

Clr A E Bisdee OAM departed the meeting at 12.08 p.m.

16.3 Access

Strategic Plan Reference 4.3

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

Nil.

16.4 Volunteers

Strategic Plan Reference 4.4

Encourage community members to volunteer.

Nil.

16.5 Families

Strategic Plan Reference 4.5

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

Nil.

16.6 Education

Strategic Plan Reference 4.6

Increase the educational and employment opportunities available within the Southern Midlands

Nil.

16.7 Capacity & Sustainability

Strategic Plan Reference 4.7

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

16.7.1 Midlands Memorial Community Centre Oatlands - Lease Agreement with the Oatlands Community Association Inc. – 68 High Street Oatlands

DECISION

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

THAT Council:

1. Note the Report; and
2. Agree to enter into a three year Lease Agreement with a three year extension with the Oatlands Community Association Inc., for the Midlands Memorial Community Centre at 68 High Street Oatlands.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr K Dudgeon	✓	
Clr R McDougall	✓	

16.8 Safety

Strategic Plan Reference 4.8

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

Nil.

16.9 Consultation & Communication

Strategic Plan Reference 4.8

Improve the effectiveness of consultation & communication with the community.

Nil.

17. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)

17.1 Improvement

Strategic Plan Reference 5.1

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

Nil.

17.2 Sustainability

Strategic Plan Reference 5.2

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

17.2.1 Southern Midlands Enterprise Agreement (Number 11 of 2021)

DECISION

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

THAT:

- a) The information be received; and
- b) Council acknowledge that the Southern Midlands Council Enterprise Agreement (Number 11 of 2021) has been approved by the Fair Work Commission.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor A O Green	✓	
Deputy Mayor E Batt	✓	
Clr A Bantick	✓	
Clr K Dudgeon	✓	
Clr R McDougall	✓	

Clr A E Bisdee OAM returned to the meeting at 12.13 p.m.

17.2.1 Tabling of Documents

Nil.

17.2.2 Elected Member Statements

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

Deputy Mayor E Batt – provided comment that he has been consulting with Mona Foma representatives following a request to locate the art installation(s) on his ‘Woodlands’ property.

Deputy Mayor E Batt – reported on the official opening of the ‘Artists in Residence’ arts display. A well attended event.

Clr Dudgeon – attended the Woolmers Rose Festival as part of the Council sponsored Seniors Program. An excellent day that was greatly appreciated by all 38 participants.

Clr Dudgeon – attended the Oatlands School Fair (in association with Jemma Crosswell). Despite poor weather, very well attended.

Clr Dudgeon – made reference to the AFL Draft which commences tonight. Local footballer Samuel Banks eagerly waiting outcome of the draft.

17.2.3 Local Government Board (Nomination) & 2022 Local Government Elections

DECISION

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

THAT the information be received.

CARRIED

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

17.3 Finances

Strategic Plan Reference 5.3

Community's finances will be managed responsibly to enhance the wellbeing of residents / Council will maintain community wealth to ensure that the wealth enjoyed by today's generation may also be enjoyed by tomorrow's generation / Council's financial position will be robust enough to recover from unanticipated events, and absorb the volatility inherent in revenues and expenses.

17.3.1 Monthly Financial Statement (period ending 30 October 2021)

DECISION

Moved by Clr K Dudgeon, seconded by Clr R McDougall

THAT the Financial Report be received and the information noted.

CARRIED

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

17.3.2 Monthly Oatlands Aquatic Centre Capital Expenditure Report (period ending 31st October 2021)

DECISION

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

THAT the Financial Report be received and the information noted.

CARRIED

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

17.3.3 2021/22 Budget Estimates – Formal Revision and Alteration (In Accordance With Section 82 Of The *Local Government Act 1993*)

DECISION

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

THAT:

- A. In accordance with section 82 of the *Local Government Act 1993*, the 2021/2022 Capital Works Program Budget Estimates be altered as follows (to incorporate the above amendments); and
- B. The 2022/2023 Capital Works Program Budget Estimates be reduced by an equivalent amount to offset the additional expenditure.

2021/2022 Capital Works Program Budget Estimates

Additions:

Operating Budget (Roads Program)	\$100,000	
Inglewood Road (Reconstruction Patches)	\$ 85,000	
Woodsdale Road (Reconstruction Patches)	\$290,000	
Eldon Road (Landslip damage)	\$ 50,000	
Link Road (Landslip damage)	\$ 25,000	
Cockatoo Gully Road (Landslip damage)	<u>\$ 35,000</u>	\$585,000

Reductions:

Road Resealing Program	\$100,000	
Road Construct and Seal & Road Reconstruct & Seal Programs	\$100,000	
Cliftonvale & Sugarloaf Road Junction Improvements	<u>\$ 33,116</u>	<u>\$233,116</u>

TOTAL INCREASE TO 2021/2022 BUDGET **\$351,884**

CARRIED

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

18. MUNICIPAL SEAL

Nil.

19. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

Nil.

DECISION

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

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

Matter	Local Government (Meeting Procedures) Regulations 2015 Reference
Closed Council Minutes - Confirmation	15(2)
Applications for Leave of Absence	15(2)(h)
Sale of Property for Unpaid Rates and Charges	15(2)(f)
Oatlands Accommodation Facility Draft Terms Sheet	15(2)(c)
Tender(s) – Annual Road Spray Sealing Program	15(2)(c)

CARRIED

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

RECOMMENDATION

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

DECISION

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

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

CARRIED

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

CLOSED COUNCIL MINUTES

20. BUSINESS IN “CLOSED SESSION”

20.1 Closed Council Minutes - Confirmation

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

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

20.2 Applications for Leave of Absence

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

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

20.3 Sale of Property for Unpaid Rates and Charges

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

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

20.4 Oatlands Accommodation Facility – Draft Terms Sheet (Development Incentives)

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

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

20.5 Tender(s) – Annual Road Spray Sealing Program

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

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

RECOMMENDATION

THAT Council move out of “Closed Session”.

DECISION

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

THAT Council move out of “Closed Session”.

CARRIED

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

OPEN COUNCIL MINUTES

21. CLOSURE

The meeting closed at 1.02 p.m.

LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE

MINUTES

Monday 29th November 2021

Callington Park, Oatlands 3.30 p.m.
Following on from site visit move to
the Council Chambers

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LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE

MINUTES

Monday 29th November 2021

3.30 p.m. Callington Park for on-site visit and
then move to the Council Chambers
Oatlands

MEMBERS:

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

Parks & Wildlife Rep: Ian Marmion (temp) (Proxy rep: t.b.c)

Resident Representatives: Mrs Maria Weeding, Mr Athol Bennett, Dr Robert Simpson,
Mrs/Clr Karen Dudgeon, Ms Helen Geard, Mrs Jenni Muxlow

The meeting commenced at 3.40 p.m. at Callington Park

The committee looked at matters relating to Callington Park, then moved to Lake Dulverton to look at the pathway and secondly weed growth on the lake foreshore at the Stop Over area.

1. ATTENDANCE

Councillor Don Fish, Clr Rowena McDougall, Athol Bennett, Maria Weeding, Robert Simpson, Ian Marmion, Helen Geard.

2. APOLOGIES

Karen Dudgeon, Jenni Muxlow

3. CONFIRMATION OF MINUTES

The Committee to confirm the 11th October 2021 minutes.

RECOMMENDATION

That the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting held on 11th October 2021.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

MOVED Dr Robert Simpson

SECONDED Mr Athol Bennett

THAT the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting, held on 11th October 2021.

CARRIED

4. BUSINESS ARISING FROM PREVIOUS MEETING

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

Following the last meeting of the committee Specialist Landscape Services (SLS) have placed a second coating of the Dirt Glue product on the existing path surface. This has substantially hardened the pathway surface. SLS resumed work on the balance of the path on Monday 29th November 2021. During an onsite visit the committee noted the existing section of pathway surface had improved with the second application of the Dirt Glue product, but there was still some concern about larger stones on the surface still being able to be dislodged. Maria to speak to the SLS people to see if more can be done to improve the surface at this section of path. The committee went on to look at the works currently underway. The committee also looked at two additional sections of path that could be coated with the Dirt Glue (should the grant funded budget allow for such works). The first section would be where the existing path goes from the car park to the stop over area (just doing the bank section). The second section would be 12 metres to create a link from the car park / toilet block to the new path. The path would be accessible to wheelchairs and prams.

The back filling of soils to the edges of the boxed path will be the last task. SMC initially planned to undertake this task. SLS have been asked to provide a quote to do this work, given that the SMC outdoor workforce are fully committed to other tasks between now and the Christmas break.

RECOMMENDATION

That the information be noted and new path and the upgrade of the existing path works continue to progress.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted and the path works continue to progress.

4.2 LAKE DULVERTON & DULVERTON WALKWAY ACTION PLAN 2017 - REVIEW

The 2021 edition draft document was out for public consultation over a three week period. One representation was received. This included the suggestion for a name change to Dulverton Lagoon. The committee noted the respondents comments, and it was agreed that they be thanked for their submission. It was deemed that there would not be any changes to the Action Plan (draft) and that the committee would recommend to Council that the plan now be endorsed as the final plan. See attached.

RECOMMENDATION

That the draft Action Plan be forwarded to Council with a recommendation that Lake Dulverton & Dulverton Walkway Action Plan 2021 (Edition 5) be endorsed by Council.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

MOVED Dr Robert Simpson

SECONDED Mr Athol Bennett

THAT the Lake Dulverton & Dulverton Walkway Action Plan 2021 (Edition 5) be received and endorsed by Council.

CARRIED

4.3 FLAX MILL SITE

It has been noted by the committee that the area was quite overgrown with tall rank long grass. The Works Department were made aware of the concerns and the area has been slashed to reduce the height of the vegetation. Because the grass was so long, it is going to need a second slash to get the grass that was squashed to ground level during the first pass over. A second slashing of the site is planned in the near future, subject to weather and the contractor that undertook the works. It was noted that Jenni Muxlow had passed on her thanks and appreciation to the works that had been undertaken.

RECOMMENDATION

That the information be noted.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted.

4.4 VISITOR BROCHURE

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

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

RECOMMENDATION

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

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted and the brochure (draft) continue to progress.

5.0 TREASURER'S REPORT

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

RECOMMENDATION

That the statement detailing Receipts and Expenditure for the 2020/2021 financial year to date be received and noted.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

MOVED Dr Robert Simpson

SECONDED Mr Athol Bennett

THAT the statement detailing Receipts and Expenditure for the 2020/2021 financial year to date be received and noted.

CARRIED

6.0 OTHER MATTERS

6.1 CALLINGTON PARK TABLE AND SEAT

The committee budget has an allowance for seats/ tables. It is proposed that a seat and table combination be purchased. Details on the style and type were discussed at the meeting. The plan is to place the table and seats in a section of the yards that has some shade during parts of the day, due to a nearby tree. The committee will plan do a slab for the table once it has arrived.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

MOVED Dr Robert Simpson

SECONDED Mr Athol Bennett

THAT the table and seat combination be purchased.

CARRIED

6.2 SEATS – REPLACEMENT ON LAKE FORSHORE

There are two seats on the Lake foreshore at Mahers Point (Council land) that are badly needing to be replaced. It is suggested that two bench seats be ordered to replace the current seats.

RECOMMENDATION

That two bench seats be ordered and that the committee have a working bee to install the seats.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

MOVED Mr Ian Marmion

SECONDED Dr Robert Simpson

THAT two seats be purchased.

CARRIED

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

The Oatlands Structure Plan 2021 (refer to Section 4, Action 1.3) identified the strong community desire to have a toilet facility close to the playground at Callington Park. This was listed as a high priority for implementation. It is proposed that the committee begin some preliminary discussions on the process of achieving this. There is no current budget for such activity, but the location, design, cost appraisal and the planning approval process will take some considerable time to progress. A very preliminary discussion on site occurred recently with some Council officers. The committee also met on site to look at any options. It was agreed that there were parameters that needed to be considered when determining the siting of a toilet in this area. These included (but not limited to):

- From the BBQ hut- scenic view of the park with Lake Dulverton in the background – needs to be maintained in current form as much as possible.
- From the entrance gate in the mortared stone wall at the playground: scenic view of the former sheep yards and Callington Mill in the background – needs to be maintained as much as possible.
- A toilet facility needs to be close to the playground, so that carers of young children can see both the playground and the toilet block (with change table) facility.
- A path will need to be created to the toilet/ change table facility to allow for easy access by a wheel chair or pram.
- There are older citizens that use the BBQ hut, so the toilet facility needs to be not too far from the BBQ hut, but not too close as to feel it compromises the BBQ / food eating facility.
- Access to power, water and the disposal of the waste is a key consideration.
- There is a private residence adjacent to the park. It was felt that any facility constructed should not be immediately adjacent to that title boundary.

The committee looked at possible areas to place a toilet in the context of the above parameters. It was also noted that the footprint of the toilet facility should be as minimal as possible, be unisex and be of a size to meet the standard of an Accessible toilet. The committee thought that one toilet would be adequate, as it was going to be too big if two toilets were to be accommodated. The committee noted that a change table and an external hand washing basin was essential. May be a rinse basin for the BBQ hut users should be considered.

The committee looked at three possible locations and concluded that only one location met the above considerations / criteria.

The exterior design of the toilet block and the final location will require further discussion.

RECOMMENDATION

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

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

MOVED Mr Ian Marmion

SECONDED Mr Athol Bennett

THAT Council progress the issue of a toilet / change table facility for Callington Park.

CARRIED

6.4 LAKE DULVERTON FOREHORE – INCREASING PROLIFERATION OF MARSHMALLOW AND CAPE WEED

The Lake foreshore is continuing to deteriorate in respect to the composition of plants found on the foreshore section adjacent to the township. Initially the marshmallow weed was quite common, but it was interspersed with grass patches. The amount of cape weed is also increasing year on year. Currently the marshmallow is occupying 100% of the ground cover in large areas, particularly around the stop over area to aquatic building. It is proposed Council commence a program that will allow for grasses to be re-established. Suggestion of doing sections of the lake foreshore at a time, and working on a program that runs over a few years. It was felt that the grasses would have survived better if the more aggressive Marshmallow (and now cape weed) had of been controlled in the past.

To do nothing will eventually see the establishment of marshmallow and cape weed increase beyond the current high dense areas to cover more ground in the future. Callington Park is an example of an area that was dominated with marshmallow and cape weed up until 2020. This is now an area of the highest grade public space in terms of the landscape surface. The grasses that would be used on the foreshore for establishment would differ to Callington Park, in that the foreshore would not be irrigated. With the appropriate grass species selected, the foreshore could be returned to a grass dominated area.

The committee viewed a section of the lake at the Stop Over area. It was agreed that it would be best to commence a management regime that aimed to reclaim the foreshore whereby suitable drought hardy grasses were established. The Works Department have staff with horticultural knowledge that would oversee the work. It was noted that if any spray was used that consideration needed to be given to the proximity of the lake water to avoid any adverse effects. It was also noted that it was likely that only a section of the lake foreshore would be addressed at any one time, due to the considerable size of the area that actually needs to be tackled. There was agreement that the committee recommend that this work should commence (at an appropriate time for management of these weed types) and that the Stop over area of the foreshore should be the priority initially.

**SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:
RESOLVED**

THAT the information be noted and that the Works Department be notified of the desire to have the Marshmallow and Cape Weed on the foreshore be managed in the future, with a priority for the Stop Over being the initial target area.

6.5 OTHER MATTERS

Nil.

7.0 NEXT MEETING

Monday 28th February 2022

The meeting closed at 6.20 p.m.

* * * * *

CONFIRMED THIS DAY OF....., 2022

.....CHAIRMAN

SOUTHERN MIDLANDS COUNCIL
LAKE DULVERTON / CALLINGTON PARK MANAGEMENT COMMITTEE

STATEMENT OF RECEIPTS AND PAYMENTS
FOR THE PERIOD 1st JULY 2021 TO 25th NOVEMBER 2021

<u>RECEIPTS</u>		<u>PAYMENTS</u>	
Opening Balance 01.07.21 Commonwealth Bank Account *	\$ 20,541.69		
Lake Dulverton - Foreshore Improvements New	\$ 85,000.00	Project G3020006 (Lake Dulverton Pathway)	\$ 121,583.30 WIP 30.06.21 \$121,583.30
Lake Dulverton - Foreshore Improvements Upgrade	\$ 135,000.00		
Callington Park - two seats with back & arm rests	\$ 7,000.00	Project C3020002	\$ -
Callington Park - lighting and surveillance	\$ 6,000.00	Project C3020002	\$ 7,428.00
Lake Dulverton - Committee Budget	\$ 2,000.00	Project 302 - 7053 (Lake Dulverton)	\$ 314.40 Advertising Lake Dulverton Management Plan
Lake Dulverton foreshore - solar Lights	\$ 1,800.00	Project 302- 5015 (Dulverton Corridor)	
Lake Dulverton Brochures (Tourism)	\$ 5,000.00	Project 407 - 7057 (Callington Park)	\$ 287.68 Bubbler
Tas Irrigation - Water Operational Costs	\$ 25,800.00	Operational Charge (Oct/Nov)	\$ -
Callington Park - repairs to well	\$ 2,000.00	Asset Renewal Levy (Oct/Nov)	\$ -
Interest	\$ -	Water Usage (Dec)	\$ 19,904.86
Donations	\$ -	Bank Charges	\$ -
	<u>\$ 290,141.69</u>	Total Expense to date	<u>\$ 149,518.24</u>
		Funds on hand	<u>\$ 140,623.45</u>
			<u>\$ 290,141.69</u>

Funds on hand are represented by:	
Comm. Bank Account No.06 7004 28003859 - 01.07.21	\$ 20,541.69
Special Projects - Unexpended Budget	\$ 120,081.76
	<u>\$ 140,623.45</u>

LAKE DULVERTON and DULVERTON WALKWAY ACTION PLAN



Edition 5

2021

Lake Dulverton and Dulverton Walkway Action Plan - 2021

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INTRODUCTION

In 2002 a Lake Dulverton Management Strategy was developed to assist with maintaining the long term sustainability of the lake and the recreational opportunities it presents. The Strategy outlines the overall management of four zones identified within the lake area to the high water mark, plus the surrounding foreshore. (See map - Appendix A). The Lake Dulverton Action Plan was also developed in 2002 and it was expected that regular reviews would be conducted. The Plan details specific proposals and actions to improve the lake and its surroundings, with actions guided by the overall intent and direction of the higher level Management Strategy document.

The 2013 Action Plan (Edition 3) was broadened to include the Dulverton Walkway that was completed in 2011, due to the fact that the bulk of the 7km Oatlands to Parattah walkway is associated with the foreshore area of the lake. The Action Plan 2017 (Edition 4) is due for review. It is timely in that elements in the new Oatlands Structure Plan 2021 can also be reflected in Edition 5.

A number of new actions have been listed. These actions have been recorded in categories related to their activity or issue. The final plan is endorsed by Council and sets the direction for the Lake Dulverton and Callington Park Management Committee to pursue in the immediate future.

The Lake Dulverton and Callington Park Management Committee is a Special Committee of the Southern Midlands Council. The Committee is predominantly made up of volunteer community members, who oversee the implementation of the Action Plan, - guided by the higher level Management Strategy. Members on the Committee are listed on the Southern Midlands Council web site – www.southernmidlands.tas.gov.au.

The ability to implement proposals will in many cases be dependent on appropriate funding sources, most likely over an extended time. The action recommendations of more significant impact will require both economic and environmental analysis prior to proceeding to a detailed stage. The Action Plan describes such proposals and examines their initial feasibility for implementation together with a recommended outcome.



*This Plan was endorsed by the Southern Midlands Council at the Council meeting held on
XX.XXX.XXXX.*

ENVIRONMENT

LAND TENURE

Lake Dulverton Conservation Area and Foreshore

The former Lake Dulverton Wildlife Sanctuary was declared a Conservation Area in 1998 pursuant to Regional Forest Agreement with its name formally altered to the 'Lake Dulverton Conservation Area' in 1999.

The Lake Dulverton Conservation Area covers an area of 231.54 hectares which comprises the lake and sections of foreshore, with the foreshore sections having been added into the Conservation Area in 2007. More specifically the Conservation Area includes the water area to the high water mark, with the exception of some 16ha that are in private ownership. These are the bays on the north eastern side, and a block at the southern end of the lake. The land area that forms part of the Conservation Area is mainly confined to the foreshore area adjacent to the township through to the Tunnack Road, however there are parcels of land within this section that are in private or Local Government ownership. This includes Mahers Point and a section of Hawthorn Bay, which are all owned by the Southern Midlands Council. Mahers Point cottage is now privately owned, having been sold by Council in 2016. All the north eastern, eastern and south eastern foreshore is in private ownership. The foreshore of the lake has a perimeter of nearly 10kms.

The managing authority of the Lake Dulverton Conservation Area is the Southern Midlands Council, which is guided by the advice of the Tasmanian Parks & Wildlife Service (Parks & Wildlife). Southern Midlands Council, through a lease arrangement with Parks & Wildlife, is charged with overseeing the overall day to day management of the lake together with the longer term actions as guided by this Action Plan, the Lake Dulverton Management Strategy (2002) and the statutory Lake Dulverton Management Plan (1980). Parks & Wildlife and the Inland Fisheries Service have a statutory role in the on-going management of the lake.

Council and Parks & Wildlife have entered into a Memorandum of Understanding that commits each organisation to the aims and objectives within the Lake Dulverton Management Strategy - 2002 and the 1980 Lake Dulverton Management Wildlife Sanctuary Plan.

Of the above three organisations that have a role in the on-going management of the lake, Council currently contribute the greatest proportion of on-ground works funds to enable delivery of the desired management outcomes.

The remaining area of management relates to the role and responsibilities of the various private landowners who abut the lake. Management of those properties has the potential to impact on the quality and quantity of lake waters. It is important

that private land owners recognise the values of the lake and sympathetically manage the environs to ensure there are no long term detrimental effects.

The lake provides a wealth of information and opportunities for inclusion in curriculum activities for the local school. The Oatlands District High School (ODHS) has / is able to provide a number of levels of learning on fauna and flora in the lake. The school also regularly use the foreshore for walking, running/cross country events throughout the year.

Dulverton Walkway

Much of the Dulverton Walkway follows the Lake Dulverton foreshore and more often than not, the walkway follows the original rail line route that linked Parattah and Oatlands townships. Several years after the rail line closed in 1949, the sections of line were placed into the ownership of the adjoining landholders. Therefore, the walkway passes over a number of private properties. The Council has formalised arrangements with the landholders to enable the continued use of the track by the public.

RECOMMENDATION

1. Council in consultation with Parks & Wildlife, continue to manage the Lake Dulverton Conservation Area and the associated foreshore as recognised in the lease.
2. Council and the Committee continue to manage the Dulverton Walkway.
3. Council encourage the school to integrate where possible activities associated with the lake, surrounding public foreshore area and the Dulverton Walkway into the education programs being offered.

LAKE MANAGEMENT

Water

Lake Dulverton Conservation Area

The natural catchment of the lake is around 3430 hectares with the Parattah and Netting Creeks being the main source of water inflow. For the 233 hectare lake to remain full, it is estimated that around 700mm of annual rainfall is required per year, however average annual rainfall per year for Oatlands is around 550mm. Historically intermittent years of above average rainfall have occurred once every eight years allowing for water to remain in the lake, although there have been periods where it has been completely dry. The most recent dry period dated from 1993 when the lake dried up and then remained virtually dry for the next 15 years. This is because Oatlands received average or above average rainfall for only three of the 15 years in the period 1993-2009. In 2009 a very heavy rainfall event saw

much of the lake refill. Although not deep, the water covered the entire 233 ha area. This was further enhanced with heavy rainfall occurring in 2011 and 2016, although the lake was still far from being full.

The desire to retain water in the lake has been a high priority for environmental, social and economic reasons. With the announcement of the Midlands Water Scheme (MWS), an ongoing winter season allocation was secured for Lake Dulverton in 2011. This 2011 allocation is used to assist in maintaining water in the 2.2 Ha (Fountain Zone) and 51 Ha (Recreation and Conservation Zones), which are formed by the bunded walls within the lake. Through monitoring of the water levels, it has become apparent that additional water over and above this allocation is required to sustain the lake level over the long term. Apart from limited street frontage surface area run off, there is no natural catchment flow in to the lake in the 51Ha area.

Additionally, the Council holds a 560ML water right on the Blackman River which is held specifically for Lake Dulverton. This water can be augmented to Lake Dulverton via a share of the town supply water line from the Blackman to the town supply treatment plant, and then through a dedicated untreated water line from the treatment plant to Lake Dulverton. The latter line was put in by the community. The common use/ share of the town supply line between the Blackman River and the water treatment plant was an approved arrangement for use of the line by the Southern Midlands Council, on the basis that the water needs of the town take priority. With TasWater now being the responsible entity for the management of town water supplies, the arrangement, as a pre existing arrangement has passed to TasWater. The supplementary water continues to be delivered to the lake when conditions permit and through the local TasWater staff making it possible. The current infrastructure (storage dam, plant and pipeline) and the operating requirements of the treatment plant only provides a limited the opportunity to utilise only a small portion of the volume of water available through the Water Right.

A groundwater bore exists just beside High Street at the dam wall of the Lake. Ever since the establishment of this bore, the management of this water supply has rested with Southern Midlands Council.

Of the two bund wall areas, the 2.2ha area (Fountain Zone) has been maintained with water, either from the MWS, bore water and/or the Blackman River supplement water. These sources of water have been vital in maintaining the water level in this area as there is no natural stream flow into this section of the lake.

A 300mm poly pipe was installed within the large bund wall when it was built. A butterfly valve was installed in 2015, replacing a one way flap. This is vital infrastructure to maintain any supplementary water in the 51Ha or the 2.2 Ha lake water areas. When the natural water levels in the 189 Ha area is higher than the 51 Ha area levels, the pipe allows for transfer of water through into the 51 Ha area.

Weekly water monitoring of the lake levels in the 51 Ha area occurs by taking readings at the water marker installed near the small bund wall.

Dulverton Walkway

The Parattah and Netting Creeks run into Lake Dulverton. On a number of occasions both creeks flow through culverts associated with the walking track. Extensive flooding of these creeks occurred in 2009 and twice in 2011. In 2011 large culvert pipes were placed to better cope with increased water flow periods in three of the four crossing points. A bridge is at the upstream point at Hilly Park. However, it is recognised that in excessive flood times both the bridge and the culverts are unable to cope with flow requirements. The track has been concreted in the locations to allow for water to flow over the track surface in the short term high flow periods. It is important that the culverts be kept free of soils and vegetation to cope with water flows that occur under non flood conditions. The culverts were tested during the 2016 floods and protected the track from significant damage.

Should major flooding events begin to occur on a regular basis, there is an option that could be considered for the track area at the Bellevue and Manning properties which is where the water flows into Lake Dulverton. The option is:

Creating an additional water flow channel in the form of a V drain that takes water when a certain level is reached. This would ideally be the level just before the water begins to flow over the track at the large culvert pipe. The V drain would cut across the Bellevue paddock to take the excess flow water straight to Lake Dulverton rather than having the track flooded. This type of drain would need to be formed outside of the winter months, and once formed – would need to be heavily planted with poa grasses that are relatively deep rooted and can withstand periodic flooding. This option would be intermittently inconvenient for the Bellevue property whilst the drain was in operation, but of no concern outside this time period.

RECOMMENDATION

1. That the Lake continue to be managed to maximise the opportunities for water to be retained in the Lake, with the 2.2ha and 51ha bunded sections of the lake being the priority areas as there are no natural flows into these sections of the Lake.
2. The Blackman River water supply continue to be delivered with Southern Midlands Council and TasWater continuing to liaise to ensure this continues to occur when required and the water quantities are recorded.
3. The underground bore water supply at High Street Oatlands continues to be managed by Southern Midlands Council.

4. The water pipe through the large bund wall be maintained and managed to ensure water levels in the lake give priority to the 51ha area of the Lake.
5. Council and the Committee continue to work on opportunities to have additional water available for the 2.2Ha and 51Ha area of the lake, including but not limited to utilising water from the Midlands Water Scheme and working with TasWater to achieve better delivery of the Water Right resource held by Council.

Aquatic Flora & Fauna

Lake Dulverton

The specific objectives of the Lake Dulverton Management Strategy are to maintain the long term sustainability of the fauna and flora habitat of the lake with the recreational opportunities it presents.

Recreational fishing has been a feature of Lake Dulverton for many decades when there are sufficient water levels in the lake. The Inland Fisheries Service (IFS) stock the lake with trout and eel when appropriate.

Eels are harvested under a commercial arrangement with Inland Fisheries Service (IFS).

Environmental conditions such as aquatic plant growth and changes to water level determine fishing activity that varies from nil to being a popular pursuit at times of the year.

Increased reliability of the water level in the recreation, conservation and fountain zones through the addition of water from the MWS has had a positive impact upon fishing activities.

RECOMMENDATION

1. When dry conditions prevail, the Fountain, Conservation and Recreation Zones continue to be maintained as the highest priority sites in terms of providing for the flora and fauna of the area.
2. The IFS continue to manage the Lake in terms of the fish stock.

TREES AND NATIVE VEGETATION

Lake Dulverton



The foreshore is one of the most important areas of the lake in terms of intensity of use by visitors and local residents. The area continues to be enhanced in terms of facilities such as the walking track, seating and picnic tables. Establishment of sections of native vegetation has also been ongoing since 1984. Native vegetation has been favoured in place of the older conifer trees that are now in

their final mature years, particularly on the town side of the foreshore.

Establishment of mainly native vegetation on the steep slopes has also served to make use of ground areas that are difficult to maintain in a tidy state. These areas are also a relatively safe environment for wildlife to use, as they are not easily accessed by humans. The tree and shrub planted areas have not only improved the amenity of the area, but are now providing important habitat for wildlife.

The conifers (mainly *Macrocarpa*), are in varying stages of health, with some having been removed over the past twenty years due to falling limbs. These trees are historic in the sense of the length of time that they have been established, and provide opportunity for shade over the summer months. They are continuing to be monitored and removed as and when required. The intention is not to remove the trees until absolutely necessary and that the option of tree sculpture be considered at the time of removal.

Dulverton Walkway



The Dulverton Walkway follows the old rail line route for the majority of the 7km Oatlands to Parattah walk. Creation of a native vegetation corridor along sections of the track has been the adopted as a long term strategy. The establishment of the native vegetation is gradually improving the environment for fauna habitat. The vegetation also enhances the experience for users of the track in terms of the landscape amenity.

The first planting of native plants in order begin forming a 'corridor' on the former rail line occurred in 1995, next to the Bellevue property. Since that time there has been ongoing planting and maintenance of previous plantings. The work has been co-ordinated by the NRM Unit of Southern Midlands Council, the plants provided each year through the Midlands Tree Committee and funded grants (when available) with the planting and plant maintenance work sometimes done by volunteers.

The tree and understory plantings have been done with consideration to adjoining properties in terms of views of the lake and surrounding landscape, sight lines for traffic on the road where the track is close to road intersections, overhead power lines, drainage lines and soil conditions, particularly fragile soils.

It should be noted that there is a section of foreshore just prior to the Manning land, which has several established Elderberry trees. These plants were commonly found around areas where early colonial settlers established dwellings. Although there appears to be no obvious indication of a previous settlement at this point in the track, given the number of these trees in this location they should be retained at this stage.

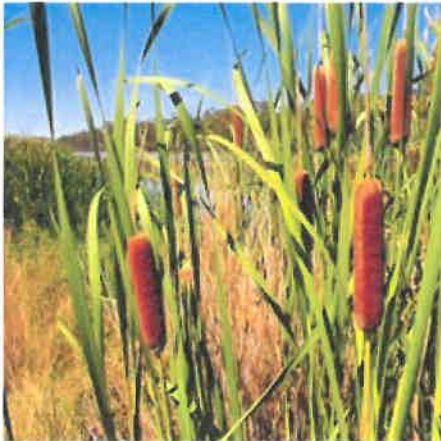
RECOMMENDATION

1. That the pockets of native vegetation established on the foreshore and walking track be maintained. This will assist to provide wildlife habitat and shade/shelter for users of the walking track.
2. The historic *Macrocarpa* trees on the town foreshore continue to be monitored, with any removal being undertaken only as absolutely deemed necessary due to safety issues. The option of using the tree stump for sculpture is to be considered/investigated by the Committee prior to removal.

WEEDS

Lake Dulverton Conservation Area

There is a continued need to address the issue of introduced exotic weeds that are detected in the lake.



Small outbreaks of Cumbungi (*Typha latifolia*) and patches of duck weed have been found in Lake Dulverton from time to time. The cumbungi is by far the more serious of the two. Efforts to ensure this weed remains out of Lake Dulverton should continue to be a high priority. There has been an outbreak of this weed in the past and there are waterholes not far from the lake that need to be continually checked and managed to minimise the chance of this weed entering the lake.

Elodeia canadensis (Canadian pond weed) is another weed that has potential to establish in the lake. Given that it is not present as at 2016, monitoring for this weed should occur at the same time monitoring occurs for the cumbungi weed.

Water from the Midlands Irrigation Scheme is discharged into the small 2.2ha bund wall area of the lake, before spilling into the 51ha bund area. It is not likely that any aquatic weed will infiltrate the lake via this water. Filtering of the water as it enters the 51ha area is an option if deemed necessary.

Lake Dulverton Foreshore and Dulverton Walkway

The foreshore area is generally maintained by Council to ensure an attractive and accessible adjunct to the lake environs. In general this management approach is fully endorsed.

Gorse, broom and horehound are the main land based weeds that have been managed and continue to be managed on the foreshore of the lake as funds permit.

The foreshore around the Oatlands township urban area to Mahers Point is close to being free of gorse and broom. Gorse and some broom on the foreshore on private land immediately opposite the town continues to be controlled and is decreasing in its intensity.

RECOMMENDATION

1. That the foreshore and walking track continue to be managed for weeds with the removal of gorse, broom and horehound being the priorities in that order.
2. That the Lake Dulverton aquatic zone be vigilantly monitored for any outbreak of Cumbungi and if found then removal of plants is a priority action.
3. That the Lake Dulverton aquatic zone be continually monitored for Elodeia and Duck weed and if found then options for management of such be considered.

INFRASTRUCTURE

Development of the lake foreshore is concentrated around the western shores where toilets, a BBQ, seats, picnic tables and a camping area are the main facilities. There are a number of other buildings and infrastructure items around the Lake foreshore. The following suggestions have been made for some of these facilities:

AQUATIC BUILDING



This building was originally built to service the extensive rowing activity that occurred on the 2 Km long rowing course. Hence the building is referred to as the aquatic club building. Schools from all over the State would compete at the venue. The top floor section was used as the judges box to call races and determine final placings in each race. The lake was totally full in 1986, before the water levels went into a trend of continual decline. The last competition rowing race was held in the late 1980's. The lake was totally dry by 1992. To date the lake water level has never ever again reached the full mark.

Currently the front area of the ground floor of the aquatic building is used as a meeting centre and a portion is dedicated to the local community radio station. The rear area is a shower facility, used by local camping/motor home visitors and occasionally by local community members during dry times. Access to the shower facility is by a code entry sent to the user's mobile phone at the time of entry. The building is managed under Councils' Hall and Recreation Committee.

The roof-top room on the second level, although weather proof, is not in particularly good order and currently has no access. Originally this small confined area was used to judge boat races, mainly when rowing regattas were held. The views obtained of the lake at this point are magnificent and present a unique tourist drawcard to enable the qualities of the lake and its various habitats to be appreciated.

If access to the room (external stairs?) is resolved, then visitors could visit the room to view the lake environs through a click send code system via the phone (similar to the current shower access in the same building), or it could be through a key system whereby a tourist visitor key would be obtained by the visitor (with a deposit held). This key system would be linked to an existing key system used to access other public historic buildings in the Oatlands area. The deposit would be returned when the key is returned.

The exterior of the building has had periodic episodes of maintenance and upgrading in terms of access to the ground floor section.

The building is principally managed through the Council Committee – the Hall and Recreational Facilities Committee. However the Lake Dulverton & Callington Park Management Committee and Parks & Wildlife have an interest in the building given its location on the foreshore.

RECOMMENDATION

1. Options be considered, initially by the relevant authorities, for future development of the building should a proposal be tabled that fully utilized the balance of the building that is currently underutilized in this prime location site. Future use would need to recognise the existing use of a portion of the building in terms of the radio station and the visitor shower facility.
2. The exterior of the building in general be upgraded and the surrounding area be further landscaped.

INFRASTRUCTURE AMENITY IMPROVEMENTS

The popularity of the lake foreshore with both tourists and local citizens continues to place demands on the foreshore area. Lunch is a popular time at the lakeside. There is a need to continue the strategic location of seats and litter bins most notably along the route of the Dulverton walking track. For new infrastructure, consult with Parks & Wildlife.

Cost implications are minimal and can be integrated into a number of progressive annual budgets to enable strategic implementation.

RECOMMENDATION

As required and as budgets permit, the installation of foreshore infrastructure continue and existing infrastructure including the walking track surface be upgraded as approved.

Appendix B provides details of identified minor works. Each year, the works to be undertaken will be updated.



MAHERS POINT AND OTHER AREAS – VEHICLE ACCESS



Mahers Point provides one of the most attractive viewing points on the lake given it overlooks Marys Island. Views are available to either end of the lake and the particular aspect towards the town centre provides a picturesque landscape.

Vehicle access to Mahers Point and other areas that adversely affect the foreshore identified to be limited to reduce any impact on the foreshore.

Other areas that occasionally have had vehicles driven through the area include the section of the stop over area between the picnic table area to the toilet car park area, which is a pathway intended for pedestrian use only. (See picture below).



The other area of note is the foreshore near the aquatic centre. Occasionally vehicles have been noted parked on the foreshore which has included campers using the location. (See picture below).



RECOMMENDATION

1. Mahers Point continues to be maintained and vehicular access is prohibited on to the point area of the land.
2. Preclude vehicular access from areas where necessary if the committee determine that there is a need.

FORMER FLAX MILL SITE AND LAIRMAIRENEPAIR PARK

The Lairmairenepair Park and remnants of the Flax Mill site are both located on the Freds Point headland.

The Lairmairenepair Park is located on the tip of the headland and is so named after the Big River Tribe aborigines whose tribal lands encompassed the Oatlands District. This site shows signs of past occupation and contains several caves. The area was possibly a favoured campsite due to the easterly aspect, with access to water and a seasonal food source around the lake.

The Flax Mill was established by the Federal Government during the Second World War and was a major part of the Oatlands' District War effort. Work on construction of the site office, men's messroom, store rooms, deseeding shed and scutching shed was completed in April 1941.



A total of 132 employees worked at the mill between 1941 and 1945. Flax was grown within the Oatlands, Ross and Bothwell districts to supply the mill.

Today only the foundations of the buildings previously on the site remain, many having been relocated a short distance from the mill site over the past 30 years.

RECOMMENDATION

1. That the Flax Mill continues to be conserved.
2. That signage at the Lairmairenepair Park be placed that gives a brief history of the Big River Tribe and explains the relevance of the Lairmairenepair name.

RECREATION AND TOURIST SERVICES

It is recognised that recreational opportunities can provide people with a better appreciation of the lake environment and its features. Improvements include the following suggestions:-

ACCESSIBLE BOARDWALK

The notion of having an accessible boardwalk that traverses into the wetland is an option that could be considered. It would create the opportunity to allow a closer experience with the variety of birdlife that inhabit the lake. The location and direction and distance of the path would need further consultation and approvals from Parks and Wildlife which would include reports on environmental assessment and impacts of any such proposal. Designs and construction of such infrastructure would need careful consideration. Ongoing operation and maintenance of such a structure and associated infrastructure (such as a small car park area), would also need to be addressed. Interpretation of the cultural and natural values of the lake could be incorporated at this facility, making for a modern and unique all access visitor experience for the lake in general.

MARY'S ISLAND ACCESS BRIDGE

Another project that could be considered is the development of a walkway bridge to link Mary's Island and Mahers Point.

The development of this proposal would require a clear design and location that can be agreed with Parks & Wildlife. Wildlife disturbance, vandalism, public risk and environmental protection are all relevant issues.

RECOMMENDATION

1. A preliminary feasibility, cost benefit and design study be undertaken of the development of a Mary's Island access bridge, to enable further consideration by Council, Parks & Wildlife and the community members of the desirability of the projects outlined.

Map 1: Location of bridge



DULVERTON WALKING TRACK

Walking is one of the most popular recreational pursuits linked with the lake area. There is an established 7km gravel track from the Esplanade through to Parattah following the old railway line. The Dulverton walking track was developed over many years with the majority of work done by volunteers. The Committee along with Council will continue to monitor the track and suggest changes or upgrades as appropriate. Counters at two locations have been installed to gauge the use of the track.

RECOMMENDATION

That the Dulverton walking tracks and associated paths continue to be upgraded and developed as resources and budgets permit.

BIRD WATCHING PLATFORM- (FORMER JETTY)

This structure was previously part of a jetty structure. Originally a floating jetty was fixed to buttress section. The floating jetty fell into disrepair when the lake dried up, so has since been removed, leaving only the main buttress formation. The structure has since been developed into a bird watching platform, with railings placed around and a seat provided. It is proposed to investigate the feasibility of installing interpretation signage.



RECOMMENDATION

1. It is proposed that interpretation signage be investigated and if feasible developed.

STOP OVER AREA

The stop over area is used extensively during the year and the plan is maintain and gradually develop the facilities in the area.

There is an area on the bank that is currently unsuitable for the parking of motorhomes (see photo). It is proposed that this area be considered further develop in order to provide additional space for short term RV stays.



RECOMMENDATION

1. Explore development of this area to better utilize the space available for short term over night stop over use, including incorporating a BBQ facility for visitors to the area. This is to be in consultation with the stakeholders.

INTERPRETATION SIGNAGE

Signage detailing the environmental significance and history of the lake has been placed at the main stop over area for tourists. As budgets permit, it would be worthwhile duplicating this signage at one other key point on the lake foreshore. A free self-guided walk brochure has been developed, with over 34 points of interest having been identified and markers installed around the foreshore indicating the various locations.

Signage assisting campers at the stop over area has been installed. These signs inform campers of some of the facilities and services available within the immediate area (medical, eating places, golf course, RSL & Bowls Club, waste water dump point etc).

RECOMMENDATION

1. Continue to develop and look for opportunities to enhance interpretation signage on the foreshore.



VISITOR INFORMATION BROCHURES

The lake's heritage and environmental features are important and need to be promoted as part of any town marketing strategy.

The self-guided walk brochure is currently the main brochure available for tourists from various venues around Oatlands including the Council chambers.

It is recognised that the Lake should be included in any broader promotion and marketing of the township.

RECOMMENDATION

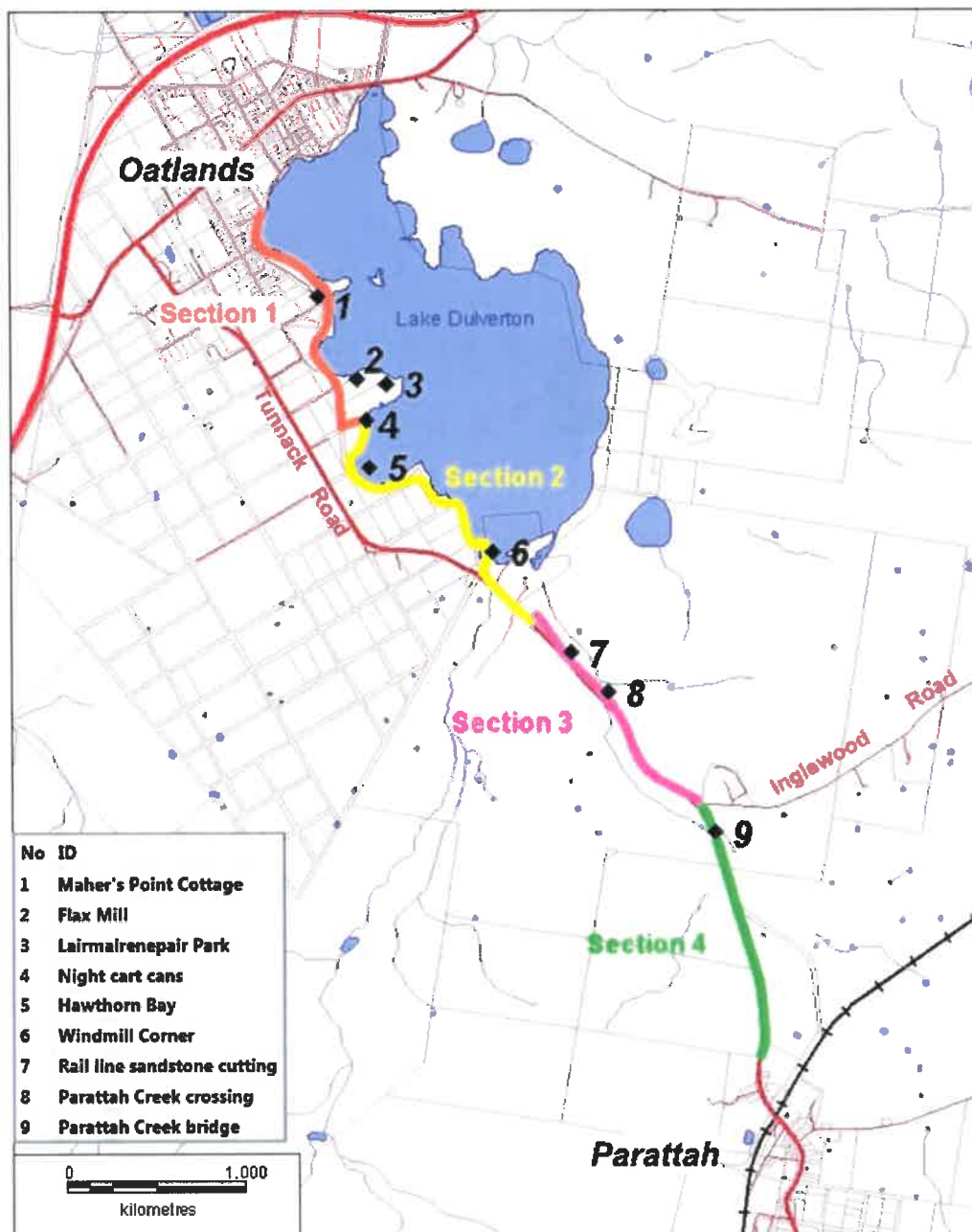
1. That the current brochures be periodically upgraded / reviewed as determined by the Committee.
2. That new brochures be developed including digital media be developed (for example an App).

* * * * *

APPENDIX B – Small scale works

Small scale works to be undertaken in the near future – subject to budget.

Map provided to identify sections and track reference points from Oatlands to Parattah. The sections and reference points are used to describe the location of the small scale works as detailed.



Works in all sections

- Continue weed control works (broom, gorse and rose hip) along the Dulverton walking track.
- Maintain existing tree plantings.
- Install seats and other infrastructure as funding becomes available.
- Continue to maintain trees along the Dulverton walking track.

“Oatlands” Section

- Mechanically remove old tree stump (dirt mound) from near the public toilet.



- Plant poa grasses / plants on this bank near the stop over area (unable to mow).



- Old wading pool add soil next to concrete so it can be mowed.



- Tidy area under the established trees (next to the lake edge) and improve the low grade gravel path to the water marker from the main the pathway.



- Install bench seat near the Aquatic Centre and add more poa grasses to bank.



Section 1

- Renew 2 seats on the bank near Mahers Point cottage.



- New fencing required near the railway signal at the former Flax Mill site.



- Place existing old machinery located by night cart cans onto a gravel base to better preserve and display items.



Section 2

- Elderberry trees to be preserved and maintained.



Woodsdale Community Memorial Hall

Est. 1905

Minutes

FOR

General Committee Meeting

On

Monday 3rd November 2021

At

Woodsdale Hall – Commencing at 7:00pm

1. Welcome/opening

1.1 The President welcomes members to the meeting.

1.2 The President declares the meeting open at 7.05pm

- 2. Attendance:** President Mrs Kaye Rowlands, Vice President Mrs Ann Scott, Secretary/Treasurer Ms Kate Bourne, Mr Leon Scott, Ms Alyson Scott, Mrs Marion Wiggins, and Council Representative Councillor Mrs Karen Dudgeon.

3. Apologies NIL

4. Confirmation of Minutes of last Meeting 4th October 2021

Moved by Ms Alyson Scott that the minutes be accepted

Seconded: Mrs Karen Dudgeon

Motion Carried

5. Business Arising from Previous Minutes of 4th October 2021

- The authorised Signatures of the Woodsdale Hall Committee with access to the Halls Commonwealth Bank Account be updated at the Oatlands Bank branch. All signatures have now been attended to.
- The Secretary has not had time to investigate upgrading the Woodsdale Kitchen Facilities to date.
- Further addition Re Christmas Gathering.

Moved by Mrs Ann Scott that Ms Alyson Scott purchase lollies and pop tops.

Seconded: Mrs Karen Dudgeon

Motion Carried

6. Financial Report:

Total Funds as at 31st October 2021 \$10,424.92

Y.T.D. Financials

Opening Balance			\$10,545.00
Incoming	YTD	\$ 195.50	
Recreation Ground	\$ 50.00		
Recreation Ground	\$ 75.00		
Hairdresser	\$ 30.00		
Hairdresser	4 30.00		
Bargin Centre	\$ 10.50		

Outgoing YTD	\$ 401.58		
Catering	\$ 86.00	(03/05/2021) Not Banked till 19/07/2021	
		Not to be included in YTD Figures at year end	
Aurora	\$140.11		
Flowers	\$ 50.00		
Aurora	\$125.47		
Closing Balance			\$10,424.92

Moved by Ms Kate Bourne

Seconded by Mr Leon Scott

Motion Carried.

7. Business arising from Financial Report:

- Receipts from Minutes of 6th September 2021 stated that the incoming monies was \$155.00 from Recreation ground this was an error, it should have stated:

Golf Club	\$ 75.00	(Recreation ground)	June 2021
T. Burke	\$ 50.00	(Recreation ground)	February 2021
TOTAL	\$125.00	(Recreation ground)	
Hairdresser	\$ 30.00		August 2021

TOTAL INCOMING \$155.00

8. Consideration of Correspondence

8.1 In – Flyer from SMC re AUSTRALIA DAY AWARDS for
Noticeboard

Letter from Mr John Treasure requesting donation of \$2,500 for
the start up of the Woodsdale Football Club for 2022.

8.2 Out –

9. General Business:

- 9.1 The committee discussed the reforming of the Woodsdale Football club and agreed to give the requested donation of \$2,500 on the proviso that if the football club fails in its bid to reform for the 2022 season that the monies be returned to the Woodsdale Community Memorial Hall.

Moved by Mrs Karen Dudgeon

Seconded by Ms Alyson Scott

Motion carried

General Business cont.

9.2 With the Christmas Community gathering on the 11th of December 2021 a working bee to be carried out on Sunday 5th December 2021 at the recreation ground.

9.3 A raffle to be held for Christmas with 5 prizes –

- 1st Christmas Ham
- 2nd Turkey
- 3rd Christmas Cake
- 4th Christmas Pudding
- 5th Bottle Wine

9.4 Ms Alyson Scott to edit the Christmas gathering flyer and copies made by Southern Midlands Council with the postman to deliver to community on his postal run.

10. Bookings - 1 booking for March 2022 from Central Highlands this to be confirmed closer to the date

**11. Next General Committee Meeting to be held at the Recreation ground
5th December 2021 time permitting.**

Meeting Closed at 8.00 pm.



**SOUTHERN TASMANIAN COUNCILS AUTHORITY
DRAFT MINUTES**

**Minutes of a meeting of the Southern Tasmanian Councils Authority held on
16 August 2021 commencing at 11.00am**

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

- 1. Welcome and apologies**
The Chair opened the meeting at 11.05am.
Apologies for the meeting were noted and are listed above.
- 2. Confirmation of the minutes of the meeting held on 17 May 2021**

RECOMMENDATION

That the minutes of the meeting of the Southern Tasmanian Councils Authority (STCA) Board held on 17 May 2021 be confirmed as a true record of that meeting.

Moved: Mayor Shaw
Seconded: Mayor Spaulding

CARRIED



3. Matters Arising

The Board was advised that at the time of meeting a response had not yet been received from the Minister in relation to the request for an urgent meeting to discuss the Southern Tasmanian Regional Land Use Strategy.

Since the meeting, contact has been made by the Minister's Office with a range of dates in September and October being offered to the STCA.

4. City of Hobart Digital Twin Presentation

Mr Peter Carr, City of Hobart's Director City Innovation, provided a presentation on the Greater Hobart Digital Twin. A digital twin will allow the City of Hobart to manage its assets in a virtual environment and has a wide range of uses. It will provide an opportunity map and plan city security and design, undertake transport network mapping, density mapping, light pollution mapping (night time images) and urban canopy mapping.

Digital infrastructure is just as important as physical infrastructure and will provide us with the ability to look at all services across the city which will be visualised in one place. A business case is currently being prepared for the Federal Minister in order to secure funding for its development.

A copy of the presentation can be found here: <https://hobartcitycouncil.sharefile.com/d-sc3877bbddbc24bcc96545c752ddb13>

5. Destination Southern Tasmania Presentation

Mr Alex Heroys, Destination Southern Tasmania's (DST) Chief Executive Officer, provided an update on the activities of DST.

A summary of the key points touched on by Mr Heroys were:

- Who DST is and what they do
- Strategic Marketing role, including digital marketing through facebook, Instagram and Hobart and Beyond website
- Industry development through networking, local tourism associations and COVID support
- Advocacy support through crisis such as bushfires and COVID
- Value of tourism

Mr Heroys advised that the forward projections for visitation are looking very positive. Tourism associations are lobbying the Australian Government for financial support given the significant impact COVID continues to have on the industry. Agritourism is an emerging area with funding support available for the "Opening the Gate" project.

A copy of the presentation can be found here: <https://hobartcitycouncil.sharefile.com/d-sc3877bbddbc24bcc96545c752ddb13>



6. STCA Board Chair and Committee Positions

The STCA Board Chair, Mayor Enders and STCA Governance and Audit Committee Chair, Mayor Vincent advised that they would be stepping down from their respective positions. As a result nominations were called for both positions.

Mayor Green was appointed to the position of Board Chair (moved by Mayor Shaw; seconded by Mayor Triffitt and carried unanimously by the Board).

Mayor Shaw was appointed to the position of Governance and Audit Committee Chair (moved by Mayor Spaulding; seconded by Acting Mayor Curran and carried unanimously by the Board)

The Deputy Lord Mayor was appointed as a committee member to the Governance and Audit Committee (moved Mayor Triffitt; seconded Mayor Spaulding and carried unanimously by the Board).

The Board extended their sincere thanks to both Mayor Enders and Mayor Vincent for the commitment they have given to their respective positions.

7. STCA Administrative Support

The Board discussed options to support the administration of the STCA and agreed that the Chair, the General Manager of Brighton Council and CEO of the City of Hobart work together to develop a proposal (including appropriate funding) for consideration by the Governance and Audit Committee. Ms Cleary was thanked for the work she has done for the STCA.

Moved: Mayor Spaulding

Seconded: Mayor Vincent

CARRIED

8. Destination Southern Tasmania (DST) Board Nominations

The Board discussed the correspondence from DST and agreed to nominate the following for consideration by the DST Board:

Mayor Spaulding (moved by Mayor Shaw and seconded by Acting Mayor Curran and carried unanimously).

Mr Griggs (moved by Mayor Shaw and seconded by Mayor Triffitt and carried unanimously).

9. Southern Waste Solutions/Copping Authority Update

Mayor Vincent provided an update on the above and advised that the Chair and CEO of Southern Waste Solutions will be visiting councils to discuss future opportunities for green waste and FOGO to be accepted at the Copping site. The Board noted the update.



10. Regional Climate Change Initiative

Ms Graham attended the meeting and provided an overview of the proposal presented to the Board.

The Board approved the RCCI 'alternative proposal' titled 'Developing a Tasmanian Local Government Climate Change Strategy and Council Climate Action Plans'. The Board also approved that liaison take place with the Cradle Coast Authority and Northern Tasmanian Development to collaborate on local government climate action initiatives.

Moved: Deputy Lord Mayor Burnet

Seconded: Mayor Spaulding

CARRIED

11. Regional Jobs Hubs

Mayor Vincent provided an update on regional jobs hubs and it was agreed that this item would remain as a standing item on the agenda.

12. Representation Updates

PESRAC – Southern Committee

Mayor Vincent provided an update on the PESRAC - Southern Committee advising that he and Mayor Chipman are co-chairs. A briefing was held earlier this month and the first meeting will be held on 17 August where the issues of mental health and COVID will be discussed. It was agreed that this item would remain as a standing item on the agenda.

13. Update on Projects

South East Regional Development Authority

The Board noted the update on SERDA.

South Central Sub-region

Acting Mayor Curran provided an update on the South Central Sub-region noting that they will be moving offices. The Acting Mayor noted that the KPMG will be attending the next meeting in relation to workforce planning and that there has been great value in the region working together as a united group.

14. 30 June 2021 Draft Financial Statement

The Board noted that with 100 per cent of the year elapsed, 69.60 per cent of the annual budget has been spent and \$318,817 has been carried forward.



Recommendation

The draft STCA financial position to 30 June 2021 be noted.

Moved: Mayor Shaw

Seconded: Mayor Vincent

CARRIED

15. Minister for Local Government Correspondence

The Board noted the correspondence from the Minister.

16. Governance and Audit Committee Meeting Minutes

The Governance and Audit Committee minutes from the 2 August 2021 meeting were noted.

Recommendations

The minutes from the Governance and Audit Committee Meeting be noted.

Moved: Mayor Vincent

Seconded: Mayor Triffitt

CARRIED

17. Other Business

No other business was discussed.

18. Next Meeting

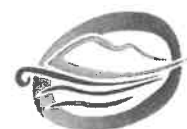
It was agreed that Southern Midlands Council would host the next meeting which is to take place on Monday 22 November 2021.

Meeting closed at 12.44pm.



Southern Tasmanian Councils Authority

2020/21 Annual Report



Southern Tasmanian
COUNCILS AUTHORITY

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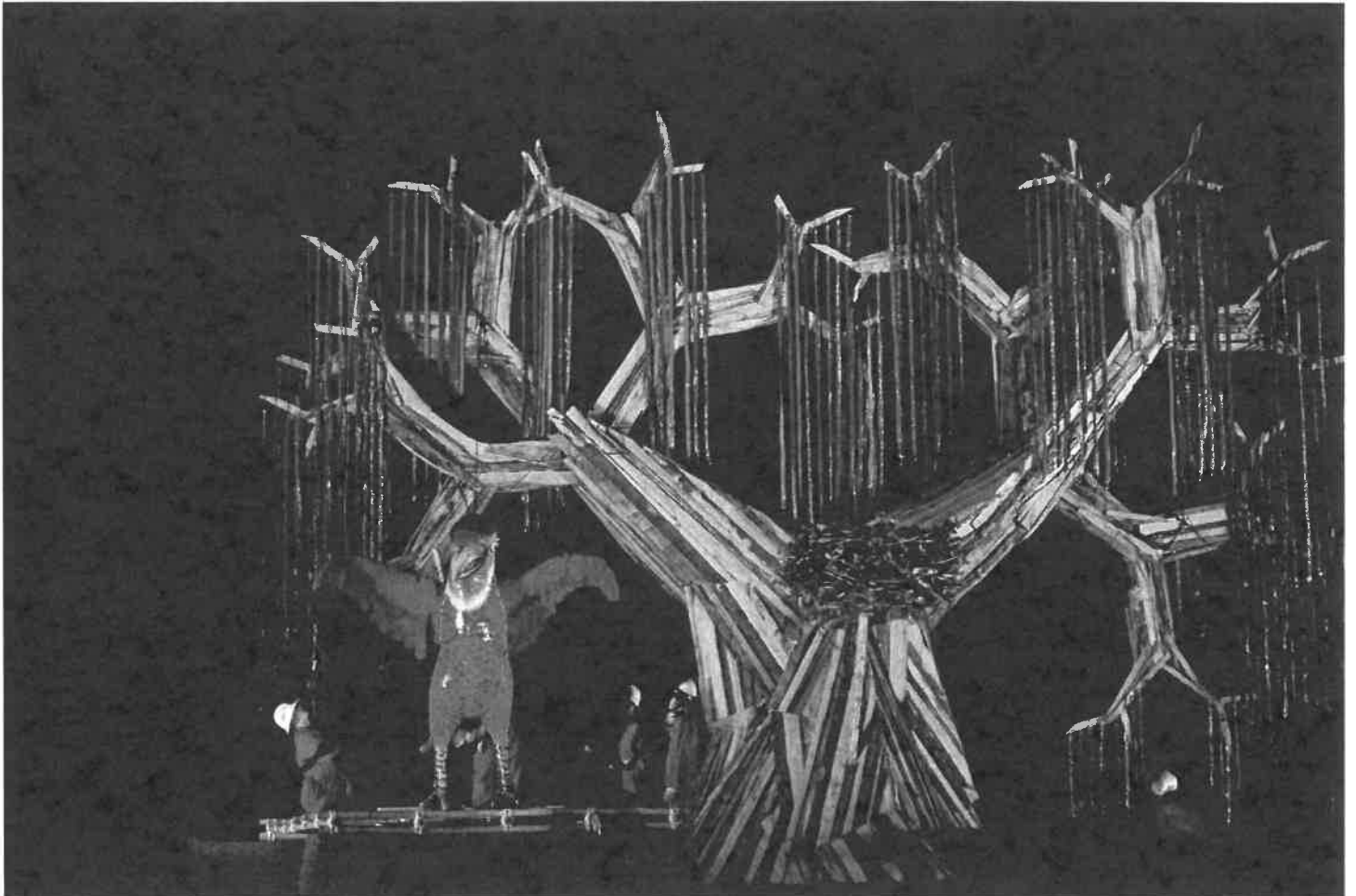
About the Southern Tasmanian Councils Authority

The Southern Tasmanian Councils Authority (STCA) is a regional organisation of councils created to facilitate cooperative working partnerships and to improve the ability of councils to take joint action to address regional development issues and progress sustainable economic, environmental and social outcomes for Southern Tasmania, its local communities and the State.

Member Councils

Brighton Council
Central Highlands Council
Derwent Valley Council
Glamorgan Spring Bay Council
Hobart City Council

Huon Valley Council
Sorell Council
Southern Midlands Council
Tasman Council



The Board

The STCA Board comprises representatives from its member councils with council General Managers also attending Board meetings. The Hobart City Council provides secretariat support to the Board.

Board Members for 2020/21

July 2020 – June 2021



Mayor Bec Enders
Chair
Huon Valley Council



Mayor Loueen Triffitt
Central Highlands Council



Mayor Ben Shaw
Derwent Valley Council



Deputy Lord Mayor Helen Burnet
Hobart City Council



Mayor Kerry Vincent
Sorell Council



Mayor Alex Green
Southern Midlands Council



Mayor Kelly Spaulding
Tasman Council



Deputy Mayor Barbara Curran
Brighton Council

September 2020 – June 2021



Mayor Robert Young
Glamorgan Spring Bay
Council

Chairperson's Report – 2020/21

Councillor Bec Enders



I am pleased to present the 2020/21 Annual Report for the Southern Tasmanian Councils Authority (STCA).

The Authority completed another successful year in 2020/21 working together to support the interests of member councils and their communities.

A submission was provided to the Tasmanian Government's Budget Consultation process and an advocacy document was developed for the 2021 State Election which called for review of the Southern Tasmanian Regional Land Use Strategy; training for employment and regional employment hubs and more reliable, accessible and affordable public transport services and infrastructure. The Board also provided a detailed submission to the Premier's Economic and Social Recovery Advisory Council.

A workshop of council officers was held with Regional Development Australia Tasmania to explore the development of a regional economic development strategy; the Board agreed to allocate an amount in the 2021/22 budget to undertake this work. The Board continued to support the Memorandum of Understanding for Joint Communications activities with the Cradle Coast Waste Management Group and Northern Tasmanian Waste Management Group as well as participation in the 2020 Garage Sale Trail.

The Board again supported the national Garage Sale Trail initiative and approved the Regional Climate Change Program Action Plan 2021-2023. In addition it approved a review of the STCA's compliance with its Regional Climate Change Adaptation Strategy 2012-2019 with council completing a survey of their implementation of the associated Corporate Climate Adaptation Plans. Progress on the preparation of the Regional Coastal Hazards Strategy continued and the Board received an update on the Southern Tasmanian Cat Management Strategy.

The Board was fortunate to hear from a number of guest speakers including Dr Jason Byrne, Professor of Human Geography and Planning and UTas, Mr Dion Lester, then Policy Director at the Local Government Association of Tasmania and representatives from the Greater Hobart Strategic Partnership and Department of State Growth who provided an update on the Greater Hobart Vision. Huon Valley and Derwent Valley councils provided an update on activities occurring within their municipal areas.

The STCA nominated Brighton Council's General Manager as its representative to enable engagement between the Board and Tasmanian Government as they develop, consult and deliver the Work Program associated with the Greater Hobart Act. Meetings continued to be held quarterly with Mayors participating in roundtable meetings prior to each board meeting. The Annual General Meeting was hosted by Central Highlands Council in November 2020.

In closing, I wish to acknowledge and thank my fellow Board members, Committee Chairs, and council General Managers for their commitment to the STCA. I would also like to acknowledge the work performed by STCA support staff and officers of the Regional Climate Change Initiative program that supports the STCA to achieve its goals.

Mayor Bec Enders

Chair

Southern Tasmanian Councils Authority

Key Results – 2020/21

Organisational Governance

- The STCA meeting schedule was maintained with the Board meeting on a quarterly basis.
- The STCA's Governance and Audit Committee met on a regular basis.
- The Board provided oversight of the Regional Climate Change Initiative.
- An Annual General Meeting was held in November 2020.
- Developed a budget strategy for 2021/22.
- Quarterly reports have been completed, circulated to member councils and placed on the STCA's website.
- Mayors Roundtable meetings were held prior to Board meetings.

Environment

- Approved the Regional Climate Change Initiative Climate Program Action Plan 2021-2023.
- Approved a review of the STCAs compliance with its Regional Climate Change Adaptation Strategy 2012-2019 and completed a survey of councils on the implementation of their associated Corporate Climate Adaptation Plans.
- Continued progression of the preparation of the Regional Coastal Hazards Strategy.
- Progress Report on the development of the Southern Tasmanian Cat Management Strategy.
- Supported the Garage Sale Trail.
- Continued to support the Memorandum of Understanding for Joint Communications activities with the Cradle Coast Waste Management Group and Northern Tasmanian Waste Management Group.

Economic Development

- Received a presentation on the Greater Hobart Vision from the Greater Hobart Strategic Partnership and State Growth.
- Conducted a workshop to investigate the development of a regional economic development strategy for southern Tasmania.
- Provided a submission to phase 2 of the Premier's Economic and Social Recovery Advisory Council consultation process.
- Provided a submission to the Tasmanian Government's 2021-22 Budget development process.

Planning

- Lobbied the Tasmanian Government to undertake a review of the Southern Tasmanian Regional Land Use Strategy.

Advocacy

- As part of the State Election, sought support on a number of STCA priorities including the review of the Southern Tasmanian Regional Land Use Strategy; training for employment and regional employment hubs and more reliable, accessible and affordable public transport services and infrastructure.

Southern Tasmanian Council Authority
Statement of Comprehensive Income
For the Year Ended 30 June 2021

	<u>Note</u>	<u>2020/21</u> \$	<u>2019/20</u> \$
Revenues			
Council Contributions	8	6,000	4,000
Interest		2,352	7,753
Grants	6	-	-
Refunded Grant	6	100,000	-
		<u>108,352</u>	<u>11,753</u>
Expenses			
Accounting Services		(10,000)	(10,000)
Audit Fees		(5,860)	(5,710)
Communication		-	(31,112)
Contractors Services		(19,427)	-
Grants	7	(5,000)	(148,500)
Meeting expenses		(260)	(721)
Promotions		(35,331)	(12,800)
Website Maintenance		(5,455)	(3,964)
		<u>(81,333)</u>	<u>(212,807)</u>
Surplus/(Deficit) for year		27,019	(201,054)
Other Comprehensive Income			
Comprehensive Result		<u>27,019</u>	<u>(201,054)</u>

The above statement should be read in conjunction with the accompanying notes.

Southern Tasmanian Council Authority
Statement of Financial Position
As at 30 June 2021

	<u>Note</u>	<u>2020/21</u> \$	<u>2019/20</u> \$
ASSETS			
<i><u>Current</u></i>			
Cash	4	352,362	332,680
Prepayments		-	13,069
Receivables	5	134	6,186
TOTAL ASSETS		<u>352,496</u>	<u>351,935</u>
LIABILITIES			
<i><u>Current</u></i>			
Payables		<u>(14,251)</u>	<u>(40,709)</u>
		<u>(14,251)</u>	<u>(40,709)</u>
TOTAL LIABILITIES		<u>(14,251)</u>	<u>(40,709)</u>
NET ASSETS		<u>338,245</u>	<u>311,226</u>
EQUITY			
Retained Earnings		<u>338,245</u>	<u>311,226</u>
TOTAL EQUITY		<u>338,245</u>	<u>311,226</u>

The above statement should be read in conjunction with the accompanying notes.

Southern Tasmanian Council Authority
Statement of Changes in Equity
For the Year Ended 30 June 2021

	<u>2020/21</u> \$	<u>2019/20</u> \$
Balance at Beginning of the Year	311,226	512,280
Comprehensive Result	<u>27,019</u>	<u>(201,054)</u>
Balance at End of the Year	<u>338,245</u>	<u>311,226</u>

The above statement should be read in conjunction with the accompanying notes.

Southern Tasmanian Council Authority
Statement of Cash Flows
For the Year Ended 30 June 2021

	<u>Note</u>	<u>2020/21</u>	<u>2019/20</u>
		\$	\$
<u>Cash Flows from Operating Activities</u>			
<u>Cash Inflows from Operating Activities</u>			
Council Contributions		4,800	4,400
Interest		2,352	7,753
Grants - Other		-	2,200
Refunded Grant		100,000	-
Other		9,902	-
Net GST		(71)	16,432
		<u>116,983</u>	<u>30,785</u>
<u>Cash Outflows from Operating Activities</u>			
Accounting Services		(10,000)	(11,000)
Audit Fees		(6,446)	(6,281)
Communication		(2,210)	(32,011)
Contractors Services		(19,570)	-
Grants		(38,500)	(124,850)
Meeting Expenses		(286)	(787)
Promotions		(14,289)	(28,456)
Website Development		(6,000)	(4,000)
		<u>(97,301)</u>	<u>(207,385)</u>
Net Cash Flow from Operating Activities	4b	19,682	(176,600)
Net Cash (Used in) Investing Activities		-	-
Net Cash (Used in) Financing Activities		-	-
Net Increase (Decrease) in cash held		19,682	(176,600)
Cash Held at the Beginning of the Year		332,680	509,280
Cash held at the End of the Year	4a	<u>352,362</u>	<u>332,680</u>

The above statement should be read in conjunction with the accompanying notes.

**Notes to and forming part of the Financial Report for the year
ended 30 June 2021**

1. Objective

The objective of the Southern Tasmanian Councils Authority (the Authority) is to enable members to work together to facilitate and coordinate agreed regional development strategies and actions to achieve sustainable economic, environmental and social outcomes for the southern region of Tasmania.

2. Legislative Framework

The Authority was incorporated on 1 July 2006 under Division 4 of the *Local Government Act 1993* (as amended).

3. Summary of significant accounting policies

a) Basis of Accounting

The financial report is a general purpose financial report and has been prepared in accordance with Australian Accounting Standards issued by the Australian Accounting Standards Board (AASB). Compliance with the Australian Accounting Standards may not result in compliance with International Financial Reporting Standards (IFRS), as the Australian Accounting Standards include requirements and options available to not-for-profit organisations that are inconsistent with IFRS.

The Authority has analysed its purpose, objectives, and operating philosophy and determined that it does not have profit generation as a prime objective. Consequently, where appropriate, the Authority has elected to apply options and exemptions within Accounting Standards that are applicable to not-for-profit entities.

The financial report has been prepared on the accrual basis under the convention of historical cost accounting and does not take into account changing money values. The report has been prepared on a going concern basis.

The financial report is presented in Australian dollars.

b) New and revised Accounting Standards and Interpretations adopted in the current period

The Authority has adopted the following new Standard issued by the Australian Accounting Standards Board that is relevant to its operations and effective for the current reporting period: -

AASB 2018-7 Amendments to Australian Accounting Standards – Definition of Material.

The amendments refine the definition of material in AASB 101 and are applicable for the year ended 30 June 2021. The amendments clarify the definition of material and includes guidance relating to obscuring information that could be reasonably expected to influence decisions of the primary users of the financial information. The amendments include additional guidance to the definition of material, gives it more prominence, and clarifies the explanation accompanying the definition of material. The adoption of the amendments have not had any significant impact on the Authority.

c) New accounting standards for application in future periods

The AASB has issued new and amended Accounting Standards and Interpretations that have mandatory application dates for future reporting periods. The following summarises those future requirements, and their impact on the Authority:

AASB 2017-5 Amendments to Australian Accounting Standards (Applies from 1 January 2022).

The amendments address an acknowledge inconsistency between the requirements in AASB 10 *Consolidated Financial Statements* and AASB 128 (2011) *Investments in Associates and Joint Ventures* in dealing with the sale or contribution of assets between an investor and its associated or joint venture. The main consequence of the amendments is that a full gain or loss is recognised when a transaction involves a business (whether it is housed in a subsidiary or not). A partial gain or loss is recognised when a transaction involves assets that

do not constitute a business, even if these assets are housed in a subsidiary. The Authority has assessed the impact of the new standard and concluded that there will be no impact because AASB10 and AASB 128 do not generally apply to the Authority.

All other Australian accounting standards and interpretations with future effective dates are either not applicable to the Authority's activities, or have no material impact.

d) Revenue

Revenue is recognised to the extent that it is probable that the economic benefit will flow to the Authority, and the revenue can be reliably measured. Where grant funding includes specific performance obligations, a liability is recognised for funds received in advance with income recognised as obligations are fulfilled.

e) Expenses

Expenses are recognised when a decrease in future economic benefit related to either a decrease in an asset or an increase in a liability has arisen that can be measured reliably.

f) Cash

Cash consists of funds held in an at call account in the name of the Hobart City Council on behalf of the Authority. Interest is credited to revenue as it accrues.

g) Receivables

Receivables are recorded at amortised cost less impairment. For this and future periods the collectability of debts is assessed at year-end and an allowance is made for impairment on an expected credit loss basis.

h) Plant and Equipment

The Authority does not currently have any plant and equipment assets. All assets were either fully depreciated or disposed of as at 30 June 2018.

i) Comparative Figures

Where necessary, comparative information has been reclassified to achieve consistency in disclosure with current financial year amounts and other disclosures.

j) Taxation

The Authority is liable for the payment Goods and Services Tax (GST). The Authority currently has no employees therefore is exempt from payment of Payroll Tax liability and Fringe Benefits Tax and is exempt from all other taxes.

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of expense. Receivables and payables are shown inclusive of GST.

Cash flows are presented in the statement of cash flows on a gross basis, except for the GST component of investing and financing activities, which is disclosed as operating cash flows.

Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the taxation authority.

k) Rounding

Unless otherwise indicated, amounts in the financial statements have been rounded to the nearest whole dollar.

4. Cash

a) Composition of Cash

Cash is comprised of the following:-

	<u>2020/21</u>	<u>2019/20</u>
	\$	\$
Cash at bank	<u>352,362</u>	<u>332,680</u>

Cash includes grant monies received and unspent at 30 June each year. Refer to Note 7.

b) Reconciliation of 'Net Cash Provided by Operating Activities' to 'Operating Surplus'

	<u>2020/21</u>	<u>2019/20</u>
	\$	\$
Operating Surplus (Deficit)	27,019	(201,054)
(Increase) / Decrease in Receivables	19,121	(16,055)
Increase / (Decrease) in Payables	<u>(26,458)</u>	<u>40,509</u>
Net Cash from Operating Activities	<u>19,682</u>	<u>(176,600)</u>

In 2020/21 the Authority has recorded a surplus mainly due to a grant payment made in the prior year which has been refunded in the current year.

The decrease in receivables reflects a decrease in GST due and prepayments at 30 June 2021. The decrease in payables reflects a decrease in trade creditors and GST due at 30 June 2021.

5. Receivables

Receivables	<u>2020/21</u>	<u>2019/20</u>
	\$	\$
GST	36	6,186
Other Income	98	-
Total	<u>134</u>	<u>6,186</u>

6. Grants Revenue

Operational Grants	<u>2020/21</u>	<u>2019/20</u>
	\$	\$
Climate Change Adaptation - Refunded Grant	100,000	-
Total Operational Grants	<u>100,000</u>	<u>-</u>

No new grant income was received in 2020/21.

In 2020/21 the Authority received \$100,000 as a Grant Refund for a payment previously made to UTAS in 2019/20. The refund resulting from an unsuccessful joint bid for an ARC grant.

As at 30 June 2021, a total of \$123,097 (2020 \$47,524) of grants received remained unspent and comprised of conditional grants of \$23,007 (2020 \$24,434) and unconditional grants of \$100,090 (2020 \$23,090).

Details of the grants comprising the conditional and unconditional grants are:-

<u>Conditional Grants</u>	<u>2020/21</u>	<u>2019/20</u>
	\$	\$
Regional Planning Initiative	23,007	24,434
	23,007	24,434
<u>Unconditional Grants</u>	<u>2020/21</u>	<u>2019/20</u>
	\$	\$
Climate Change Adaptation	77,000	-
Climate Change Communications	23,090	23,090
	100,090	23,090

The Climate Change Adaptation grant had been fully expended in 2019/20, this included the payment of \$100,000 to UTAS which was refunded in 2020/21. As at 30 June 2021 \$77,000 of the original grant remains unspent.

The Regional Planning Initiative grant received from the Tasmanian State Government is conditional however performance obligations for 2020/21 have been met.

7. Grants Expenses

In the period the Authority made a Grant payment of \$5,000 to UTAS for the development of Regional Climate Strategy and Council Action Plans.

8. Council Contributions

	<u>2020/21</u>	<u>2019/20</u>
	\$	\$
Operational activities	6,000	4,000
Total Council Contributions	6,000	4,000

The contributions of \$6,000 represent participation in the Regional Climate Change Initiative Program from non-member Councils.

The Authority has not imposed a subscription fee on member Councils since 2018/19.

9. Financial Instruments

a) Financial Risk Management

The Authority's financial instruments consist of deposits with banks, receivables and payables.

Credit Risk

Credit risk is the risk of financial loss to the Authority if a customer or counterparty to a financial instrument fails to meet its contractual obligations. The maximum exposure to credit risk is the carrying amount of recognised financial assets as disclosed in the statement of financial position. The Authority does not have any material credit risk exposure because amounts are owed by owner Councils and Government agencies.

Market Risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. The primary market risk that the Authority is exposed to is interest rate risk. All cash is subject to variable interest rates. Remaining financial assets and all financial liabilities are non-interest bearing. The Authority's exposure to interest rate risk in relation to cash held at bank is considered to be minimal.

An increase in variable rates of 100 basis points at the reporting date would result in a profit and an increase to equity of \$3,524 (2020 \$3,327). A decrease in variable rates of 100 basis points at the reporting date would result in a loss and a decrease to equity of \$3,524 (2020 \$3,327). This analysis assumes all other variables remain constant. The analysis was performed on the same basis for 2020.

Liquidity Risk

Liquidity risk is the risk that the Authority will not be able to meet its financial obligations as they fall due. The Authority manages liquidity risk by monitoring cash flows. Exposure to liquidity risk is considered to be minimal.

b) Net Fair Value

The Authority considers that the carrying amount of its financial assets and liabilities approximate their fair value.

10. Events Subsequent to Balance Date

No events have occurred subsequent to the reporting date that would require adjustment to, or disclosure in, the financial report.

11. Contingent Assets and Liabilities

There were no material contingent assets or contingent liabilities at the reporting date.

12. Key Management Personnel Compensation

Nicholas Heath acted in the management role until his retirement as City of Hobart General Manager in April 2021. He received no remuneration for his service. Board members do not receive remuneration.

13. Other Related Parties Transactions

(a) Each member council of the Authority appoints a councillor to represent it on the board of the Authority and vote on its behalf at general meetings of the Authority, and thereby hold positions that result in them having an influence over the operating policies of Councils with which the Authority may conduct transactions.

Name	Term Commenced	Term Expired
Brighton – Deputy Mayor Barbara Curran	05/2020	
Central Highlands – Mayor Loueen Triffitt	12/2016	
Derwent Valley – Mayor Ben Shaw	11/2018	
Glamorgan/Spring Bay – Mayor Debbie Wisby	11/2018	07/2020
Glamorgan/Spring Bay – Mayor Robert Young	09/2020	
Hobart City – Deputy Lord Mayor Helen Burnet	07/2019	
Huon Valley – Mayor Bec Enders	11/2018	
Sorell – Mayor Kerry Vincent	11/2012	
Southern Midlands – Mayor Alex Green	11/2018	
Tasman – Mayor Kelly Spaulding	11/2018	
 Chairman of the Authority		
Lord Mayor Bec Enders	08/2019	
 Deputy Chairman of the Authority		
Deputy Lord Mayor Helen Burnet	08/2019	

Clarence City Council, Glenorchy City Council and Kingborough Council are not members of the Authority, however, they do participate in the Regional Climate Change Initiative and Waste Strategy South programs.

b) Transactions with other related parties

During the period the Authority entered into the following transactions with related parties:

<u>Nature of Transactions:</u>	<u>Provider</u>	<u>2020/21</u>	<u>2019/20</u>
Accounting Services	City of Hobart	\$10,000	\$10,000

c) Loans and guarantees to/from related parties

The Authority has not entered into any loans or guarantees with related parties.

d) Loans and guarantees to/from commitments

The Authority has not entered into any commitments with related parties.

e) Transactions with related parties that have not been disclosed

The Authority has not entered into any ordinary citizen transactions with related parties.



Southern Tasmanian Councils Authority

Declaration

The accompanying financial report of the Southern Tasmanian Councils Authority is in accordance with the *Local Government Act 1993*, complies with Australian Accounting Standards, and gives a true and fair view of the Authority's financial position as at 30 June 2021, and of its performance for the year ended on that date.

There are reasonable grounds to believe that the Authority will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board.



(Mayor Alex Green)
Chairman

22 October 2021

(Date)

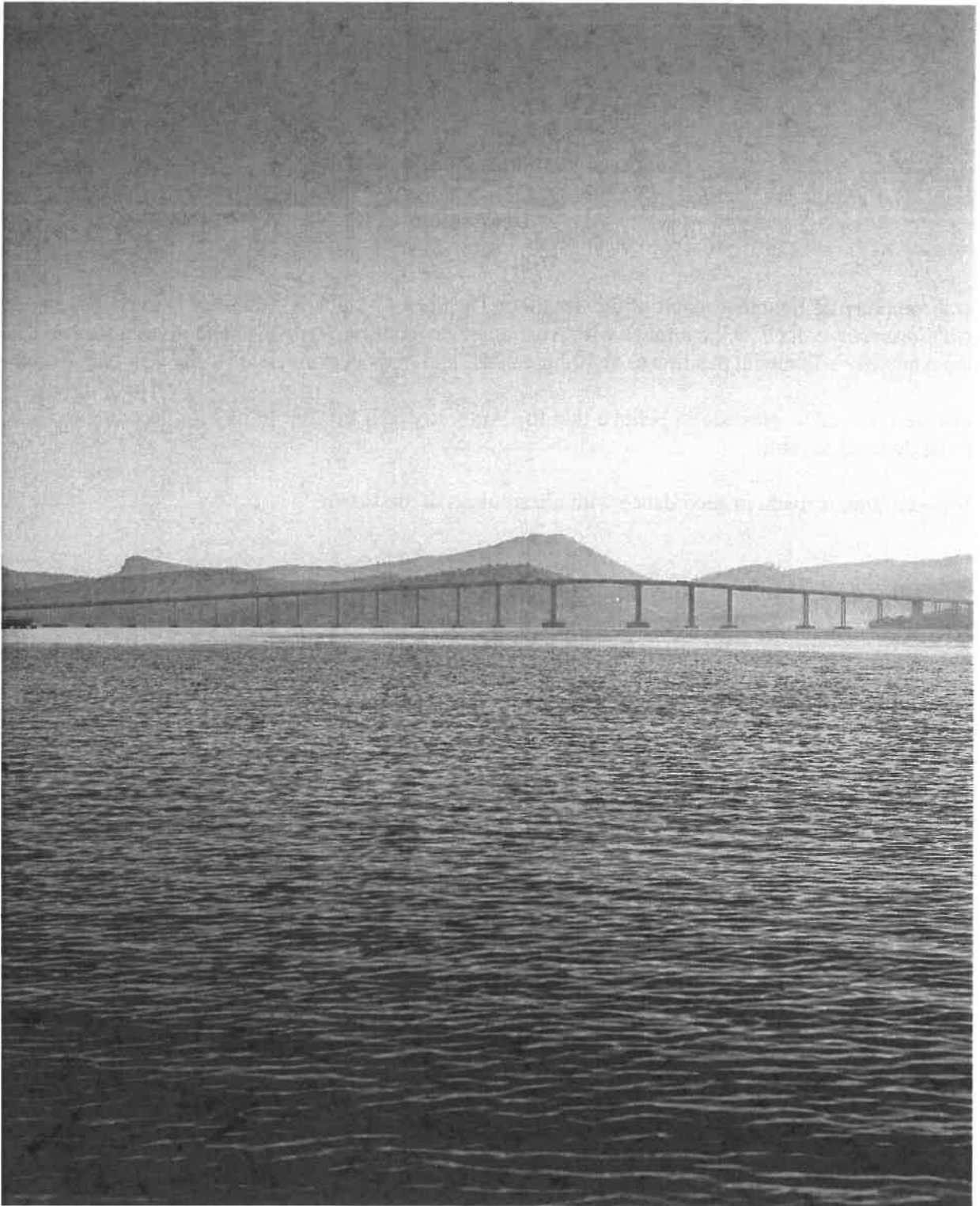


Photo credit: Derwent River - Tourism Tasmania and Rob Burnett



Grant deed

Grant program: Electric Vehicle ChargeSmart Grants – Fast Charging

The Crown in Right of Tasmania
(represented by the Department of Treasury and Finance)
(Grantor)

and

Southern Midlands Council
(Recipient)

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

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Grant deed

Details and recitals

Date:

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of Treasury and Finance)
Short form name	Grantor
Notice details	C/- Department of Treasury and Finance, Renewables, Climate and Future Industries Tasmania GPO Box 147, Hobart TAS 7001 Email: climatechange@dpac.tas.gov.au Attention: Secretary, Department of Treasury and Finance

Name	Southern Midlands Council
ACN/ARBN/ABN	68 653 459 589
Short form name	Recipient
Notice details	71 High Street, Oatlands, TAS 7120 Phone: (03) 6254 5000 Email: mail@southernmidlands.tas.gov.au Attention: Mr Andrew Benson, Deputy General Manager

Recitals:

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

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
	<p>The grant is provided to the Recipient to assist with the purchase and installation of 22.5 or 50kw Direct Current (DC) electric vehicle fast charging stations at the following location in Tasmania:</p> <ul style="list-style-type: none"> • Oatlands: 70 High Street, Oatlands TAS 7120 (Oatlands Aquatic Centre) (100kW) <p>The DC fast charging station installed must meet the following requirements:</p> <ul style="list-style-type: none"> • the charger must provide a minimum charge rate of 22.5 or 50kW DC fast charging. If the charging station has a charge rate higher than 50kW, it must have the ability to be powered down to 50kW to be compatible for use by all electric vehicles; • the charger must be permanently wired; • the charger must be installed by a licensed electrical contractor and installation must be compliant with standards for electrical works and any other relevant statutory requirements; • the charger must have both of the following plug types available for use: <ul style="list-style-type: none"> ○ CHAdeMO; and ○ Combined Charging System (CCS) Combo 2 (type 2); • the charger must be new and must meet relevant Australian Standards; and • the charger must be available for use by the public through a dedicated electric vehicle parking space.

Item 2 (clause 2.1):	Grant Amount
	Forty-five thousand dollars (\$45 000) excluding GST.

Item 3 (clause 3.1):	Payment method for the Grant
	<p>The Grant Amount is to be paid to the Recipient by three instalments for each charging station location as follows:</p> <ul style="list-style-type: none"> • Oatlands: Funding allocation of \$45 000 <ul style="list-style-type: none"> ○ Instalment 1: \$4 500 (on the execution of the Grant Deed) ○ Instalment 2: \$36 000 (on the purchase of the DC fast charging station and the Recipient having provided to the satisfaction of the Grantor a receipt for the purchase) ○ Instalment 3: \$4 500 (on the completion of the Approved Purpose, and the Recipient having provided to the satisfaction of the Grantor the Final Report)

Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
	All installments are to be paid to the Recipient on receipt of a correctly rendered tax invoice being provided to the Grantor by the Recipient.

Item 5 (clause 4.2): Date for commencement of the Approved Purpose

The date for commencement of the Approved Purpose for each location is December 2021.

Item 6 (clause 4.3): Date for completion of the Approved Purpose

The date for completion of the Approved Purpose for each location is no later than one calendar year after the execution of the Grant Deed.

Item 7 (clause 7.2): Reporting requirements

Final Report: within 30 days of completion of the Approved Purpose at the location, the Recipient must provide to the Grantor a Final Report with respect to that location. The Final Report must include site photos showing the installed charging station in an operational state, and an explanation of how the Grant Amount was used, with receipts supplied for expenses of five hundred (\$500) dollars or more.

Item 8 (clause 10): Special terms and conditions

All contractors engaged by the Recipient to install the electric vehicle charging stations, including the licensed electrical contractor, must hold and maintain proper insurances including but not limited to Workers Compensation Insurance and Public Liability Insurance.

Upon installation of each electric vehicle charging station, the Recipient must obtain Public Liability Insurance to cover operation and use of the charging station and has a duty to maintain appropriate Public Liability Insurance throughout the operational life of the charging station.

The Recipient indemnifies the Crown for any loss, howsoever arising, from the installation, operation and use of the charging stations.

The Recipient must acknowledge the support of the Tasmanian Government in any publications and promotional materials relating to the Approved Purpose.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

Authorised Officer means:

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

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

Crown means the Crown in Right of Tasmania.

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

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

Details means the details and recitals set out above.

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

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

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

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

GST Laws means applicable Laws relating to GST.

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

Item means an item in the Information Table.

Law means:

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

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

month means calendar month.

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

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

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

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

1.2 Interpretation

In this Deed, unless the context otherwise requires:

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

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

1.3 Headings

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

1.4 No rule of construction applies to disadvantage party

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

1.5 Information Table

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

2 Grant

2.1 Agreement to provide Grant

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

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

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

3 Payment of Grant to Recipient

3.1 Method of Grant payment

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

3.2 Conditions affecting Grant payment

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

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

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

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

4.2 Commencement of Approved Purpose

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

4.3 Completion of Approved Purpose

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

4.4 Compliance with Law

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

4.5 Financial records

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

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

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

5 Publicity concerning Grant and Approved Purpose

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

6 Repayment of Grant by Recipient

6.1 Repayment obligation

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

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

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

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

7.2 Reporting

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

8 Representations and warranties

8.1 Warranties

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

8.2 No reliance by the Recipient

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

9 Default Events and termination

9.1 Default Events

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

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

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

9.2 Termination - Default Events

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

10 Special terms and conditions

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

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

11 GST

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

12 Notices

12.1 Notice requirements

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

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

12.2 Method and address for delivery

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

12.3 Time of receipt

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

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

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

13.3 Entire agreement clause

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

13.4 Liability

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

13.5 Benefit

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

13.6 Severance

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

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

13.7 Counterparts

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

13.8 Further assurance

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

13.9 No partnership or agency

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

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

13.10 Legal costs

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

13.11 Amendment

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

13.12 Waiver

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

13.13 Successors and assigns

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

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

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

13.15 Set-off

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

13.16 No assignment

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

13.17 Disclosure

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

13.18 Determination

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

13.19 Consent and approvals

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

13.20 Doctrine of merger

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

13.21 No interference with executive duties or powers

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

13.22 Surviving provisions and termination

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

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

Executed as a deed

Signing

Date:

(Date only to be inserted at time of signing by the Grantor)

Signing by the Grantor

Signed on behalf of the Grantor by the person named below in the presence of the witness named below:

Signature:
→

Witness'
signature:
→

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

*Print
name:

*Witness
print
name:

*Use BLOCK LETTERS.

*Witness
print
address

Signing by a Recipient that is a company

Signed by the Recipient in accordance with section 127(1) of the *Corporations Act 2001* (Cwlth):

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

Signature:
→

SEAL

*Print
name and
office
held:

Timothy Francis Kirkwood
General Manager

*Use BLOCK LETTERS.

Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'

THIS AGREEMENT IS MADE ON2022

BETWEEN

Electric Highway Tasmania Pty Ltd (ACN 618 286 490) of Level 1, 142 Elizabeth Street, Hobart 7000 in Tasmania (EHT)

AND

Southern Midlands Council, 71 High Street, Oatlands 7120 Tasmania (SMC)

RECITALS

- (a) SMC is the owner of the land described in Schedule A (Land).
- (b) EHT provides electric vehicle charging stations in various locations in Tasmania.
- (c) SMC and EHT have agreed that EHT will provide one or more electric vehicle charging stations on the Land.
- (d) The parties have entered into this Agreement to set out the roles and responsibilities of each of the parties with respect to the installation and maintenance of the electric vehicle charging stations.

OPERATIVE PART

1 Licensed Area to be provided

- 1.1 SMC agrees to provide and EHT agrees to take a license over that portion of the Land as identified in Schedule A (Licensed Area), to allow EHT to supply and install equipment for the operation of Electric Vehicle Charging facilities on the Licensed Area.
- 1.2 This Agreement does not grant exclusive use to EHT EV owners to use the Licensed Area and the Licensed Area may be used by the general public.
- 1.3 The parties agree that the Licensed Area can be added to in accordance with clause 4.

2 Signage

- 2.1 The Licensed Area will have signage installed to designate that the Licensed Area is an EV charging station.
- 2.2 SMC will permit appropriate signage to be erected by EHT to identify that the Licensed Area is a parking bay allocated for EV charging.
- 2.3 Signage messages are to be agreed by both parties.
- 2.4 SMC will be responsible for enforcement of these controls, as required.

3 Infrastructure plans

- 3.1 An infrastructure plan will be developed by EHT in consultation with SMC to show:
 - (a) location of the chargers and designated parking spaces to accommodate EVs while charging;
 - (b) location of all fittings and ancillary services (protective kerbs and bollards, power feeds, control boards, signs, lighting, etc.);
 - (c) circulation of vehicles to the chargers and to the other parts of the site;
 - (d) circulation of pedestrians, both those using chargers and not, and assessment of accessibility, trip hazards and general safety;
 - (e) any impacts on sight lines for entry and exit from the site, and lighting impacts on adjacent areas;
 - (f) expansion spaces that will be developed if there is strong enough demand to warrant it, including all the factors listed above for the expanded site.

- 3.2 EHT will amend the plan as required to reflect modifications and changes to the site.
- 3.3 EHT will ensure that current plans are maintained and provided to SMC outlining the location of all of the infrastructure for the Electric Vehicle Charging Facilities.

4 Provision of additional area

- 4.1 Access to additional parking bays will be based on utilisation of the Electric Vehicle Charging Facilities in the initial Licensed Area.
- 4.2 The operation of the Electric Vehicle Charging Facilities will be regularly monitored by EHT for the use and frequency of use.
- 4.3 Should EHT wish to add to the Licensed Area, evidence to support the need for additional area will be provided to SMC.
- 4.4 Provision of additional area for the Licensed Area will be at the sole discretion of SMC. SMC will consider established usage patterns for the charging station in assessing a request for additional area.
- 4.5 SMC acknowledges that if additional area is to be provided for the Licensed Area then there will be the need for additional infrastructure to be provided by EHT. Accordingly any additional area will need to include space for the additional chargers, expanded switchboards, power supplies and batteries. Additional amenities may be provided if mutually agreed.

5 Duration of the Agreement

- 5.1 The Term will be five years. EHT will be provided access to the Licensed Area from the Commencement Date (being the date as specified in Schedule A).

6 Renewal

Offer of renewal

- 6.1 SMC offers a renewal of this Agreement to EHT on the terms specified in this clause, which EHT may only accept strictly in accordance with the provisions contained in this clause, otherwise this offer will lapse.

Binding SMC's successors and assigns

- 6.2 This offer binds SMC and SMC's successors and assigns being the owners for the time being of the Licensed Area.

Parties who may renew

- 6.3 This offer may be accepted by EHT.

Conditions for acceptance

- 6.4 EHT may only accept this offer if:
 - (a) there is no subsisting breach of any covenants by EHT at the date of serving notice of acceptance and also at the date of expiry of this Agreement; and
 - (b) EHT serves on SMC notice of acceptance within the period as is specified in Schedule A.

Conditions of renewal

- 6.5 The renewal which EHT may accept under this clause is for the renewal of this Agreement for a further term of five years from the day after Expiry Date (being the date as specified in Schedule A), containing identical covenants to the covenants of this Agreement except this clause.

Execution of agreement for further term

6.6 After EHT has effectively accepted the offer, SMC must submit for execution an agreement or a variation or extension of this Agreement incorporating the conditions for the further term, which must be executed promptly by SMC and EHT.

7 Holding over after expiry of Agreement

7.1 After the expiry of the Term and when EHT remains in occupation of the Licensed Area with the consent of the SMC, this Agreement continues as a monthly agreement:

- (a) commencing on the day immediately following the last day of the Term;
- (b) the Annual Fee being payable by monthly instalments on the first day of each month;
- (c) on the terms contained in this Agreement, except those terms which are inapplicable to a monthly agreement;
- (d) terminable by either party on one month's written notice expiring at any time.

8 Fee and charges

- 8.1 EHT will pay to SMC an Annual Fee per parking bay and adjusted over time as set out in in this clause.
- 8.2 No fee will be payable for the initial Licensed Area until EHT requests permission to add additional charging bays and chargers to the Licensed Area.
- 8.3 Fees will be paid in accordance with the rate negotiated at the time of request of additional capacity for both the additional capacity and initial capacity from the time of expansion.
- 8.4 Payments are to be made annually as directed by the SMC on its invoice with each payment being paid in advance at the commencement of each year of the Term.
- 8.5 If the Licensed Area is added to once fees apply the Annual Fee will be increased per parking bay added.
- 8.6 The parties agree that users of the Electric Vehicle Charging Facilities will be deemed to have paid any parking fees due as long as they are connected and actively charging.
- 8.7 The Annual Fee must be reviewed on each anniversary of the Commencement Date (Review Date) and must be calculated in accordance with the following formula:

$$R = \frac{A \times C}{B}$$

Where:

R is the Annual Fee for the year immediately subsequent to the Review Date;

A is the Australian Statistician's Consumer Price Index All Groups Index Number for Hobart (CPI) for the published quarter immediately preceding the Review Date;

B is the CPI for the published quarter immediately preceding the date which is 12 months prior to the Review Date; and

C is the Annual Fee payable during the year immediately preceding the Review Date.

9 Goods and services tax (GST)

Interpretation

9.1 In this clause GST refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999 (GST Act)* and the terms used have the same meanings as defined in the *GST Act*.

Annual Fee and other amounts inclusive of GST

9.2 It is agreed that the Annual Fee and all other amounts agreed to be paid by the EHT to SMC, being the consideration for the supply expressed in this Agreement, are inclusive of GST.

EHT's obligation to reimburse SMC

9.3 EHT agrees to pay to SMC, at the same time as any payment is made involving SMC in GST liability, the additional amount of GST, together with the payment to which it relates.

Tax invoice

9.4 In respect of each payment by EHT, SMC agrees to deliver to EHT, as required under the *GST Act*, tax invoices in a form which complies with the *GST Act* and the regulations, to enable EHT to claim input tax credits in respect of the taxable supply.

10 Services

EHT's liability for services and utilities

10.1 EHT will pay throughout the Term for any electricity, power, fuel, gas, oil, water, telephone and other services or utilities provided by public local or other authorities or suppliers to the Licensed Area and charged separately in respect of the Licensed Area, to the supplier of the service or utility.

Installation of meters

10.2 EHT will, if required by SMC or by an authority supplying any such service or utility, permit the installation of meters required to measure the quantity of the service supplied to the Licensed Area.

11 EHT obligations and responsibilities

11.1 EHT will itself provide or contract providers to provide equipment, maintenance, billing and customer support for the provision of the Electric Vehicle Charging Facilities.

11.2 The Electric Vehicle Charging Facilities will be provided to EV users for a fee payable to EHT to cover the cost of electricity, fixed overheads, amortisation of equipment costs and a modest return to capital and parking charges during applicable hours.

11.3 EHT will notify SMC of any contractors and agents for the installation, operation and maintenance of the Electric Vehicle Charging Facilities and associated equipment in accordance with this Agreement.

11.4 EHT will ensure that the Electric Vehicle Charging Facilities will be maintained and updated in a reasonable timeframe based on EHT's specialist knowledge of the market.

11.5 All operating costs of the Electric Vehicle Charging Facilities will be met by EHT.

11.6 Maintenance, equipment insurance, 24-hour customer support and flexible billing arrangements for customers will be provided by EHT.

11.7 EHT will pay all direct operating costs for equipment installed by EHT.

11.8 EHT will be responsible for customer support and maintenance call-outs required to ensure dependable access by users.

11.9 EHT will provide a summary of the use of the Electric Vehicle Charging Facilities upon request to SMC.

11.10 EHT will be responsible for obtaining the necessary approvals for the development and operation of the Electric Vehicle Charging Facilities including any relevant SMC permits.

11.11 EHT will ensure that all cabling and infrastructure for the Electric Charging Facilities are located in the Licensed Area.

12 SMC Responsibilities

- 12.1 SMC will not be required to make a financial contribution to the installation of the Electric Vehicle Charging Facilities beyond the provision of space within the switchboard room for necessary supply infrastructure to the chargers, provision of a conduit from the switchboard room to the location of the power cabinet and accommodation of conduit for supply to the charging posts during construction of the car park.
- 12.2 SMC will facilitate the connection of electricity to the Electric Vehicle Charging Facilities through the main switchboard on the site.
- 12.3 SMC will be responsible for general site maintenance (clearing litter, maintaining landscaping, car park surface) to maintain the attractiveness of the site.
- 12.4 In the course of normal site maintenance, SMC will visually inspect the Electric Vehicle Charging Facilities and will:
 - (a) remove litter from the Licensed Area;
 - (b) advise EHT of any visible defects or damage;
 - (c) put charge connector in holder if laying on the ground.
- 12.5 SMC will promptly report to EHT any visible defects (cracks or damage to casing, glass screens, damage to cables, etc) if noticed during normal inspections or if reported to SMC by users.
- 12.6 SMC will ensure access for EVs wishing to charge by not blocking the parking bay with stored materials or vehicles and enforcing agreed parking controls as specified in Schedule A. SMC will receive any revenues from enforcement of parking controls.
- 12.7 SMC will notify EHT of any roadworks, disruptions, events or other activities that may affect access to the Electric Vehicle Charging Facilities, so that EHT may advise users and seek to make alternative arrangements to provide service to users.
- 12.8 SMC will include the Licensed Area in its video surveillance areas to assist in the minimisation of the risk of vandalism and impeded access to the Electric Vehicle Charging Facilities.
- 12.9 SMC will work with EHT on local promotion of the Electric Vehicle Charging Facilities and active development of local uses of the Electric Vehicle Charging Facilities and will look to jointly identifying specific opportunities.

13 Insurance

- 13.1 Both parties will maintain appropriate insurance coverage associated with their respective roles and responsibilities.
- 13.2 SMC will maintain public liability insurance of \$20,000,000.00 and provide evidence of same annually to EHT on the handover date.
- 13.3 EHT must effect and maintain throughout the Term the following insurances:

Public risk

- (a) A public risk insurance policy:
 - (A) in the form of a standard public risk policy or in the form commonly used by EHT's insurer and by some other reputable insurers;
 - (B) in the sum of \$20,000,000.00 in respect of any single event or accident or for such higher amount as SMC, acting reasonably and prudently, may require, during any year of the Term after the first year of the Term;
 - (C) relating to EHT's liability for death, personal injuries and property damage arising from EHT's occupancy of the Licensed Area and operation of the

Electric Vehicle Charging Facilities, in circumstances in which EHT may incur liability for the injury, loss or damage; and

- (D) extended to include claims, risks and events covered under indemnities provided by EHT to SMC.

EHT's property

- (b) A comprehensive insurance policy for the full insurable and replacement value of the Electric Vehicle Charging Facilities and any associated infrastructure.

Workers' compensation

- (c) A workers' compensation insurance policy, providing unlimited cover in respect of EHT's employees for workers' compensation, as required by law.

Insurer and conditions

- 13.4 These insurances must be effected with one or more insurance companies that are respectable, reputable and financially sound.

Joint insurances

- 13.5 EHT's insurances must note SMC's interest in the Licensed Area.

Evidence of insurance

- 13.6 EHT must forward to SMC when requested evidence of renewal of the insurance and payment by EHT of the insurance premium.

14 EHT's indemnities to SMC

Indemnities

- 14.1 Except to the extent contributed to or caused by SMC, its agents or employees, EHT agrees to indemnify SMC from and against any liability, loss, damage, expense or claim, which SMC may incur, including to a third party, during or after the Term, in respect of or arising from:

Breach of Agreement obligations

- (a) loss, damage or injury to property or persons occurring within the Licensed Area, caused or contributed to by EHT's failure (including through EHT's agents or employees) to comply with the obligations imposed under this Agreement;

Misuse of services or facilities

- (b) the negligent use or misuse by EHT (and by EHT's agents or employees) of any services or facilities in the Licensed Area;

Escape of substances

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

Use of Licensed Area

- (d) loss, damage or injury to property or persons, caused or contributed to by EHT's negligence, arising out of use of the Licensed Area;

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 Licensed Area by or on behalf of EHT;

Failure to notify

- (f) EHT's failure to notify SMC regarding any defect in the facilities or services in the Licensed Area.

Conditions and limitations

- 14.2 The indemnities under this clause include penalties, fines, legal and other costs incurred by SMC.

15 Exemption of SMC from liability

Licensed Area occupied at EHT's risk

- 15.1 EHT agrees to use and occupy the Licensed Area throughout the Term at EHT's risk as regards loss or damage to EHT (except personal injury) and EHT's property.

Exclusion of SMC's liability to EHT

- 15.2 Except as provided for in clause 15.3, SMC is not liable to EHT and is excluded from liability for damage to EHT's plant, equipment and other property and for loss of profits whilst EHT is using and occupying the Licensed Area, including through:

- (a) any defect in the construction or condition of the Licensed Area;
- (b) any defect in the construction or operation of facilities or services to the Licensed Area;
- (c) fire, water or any other cause.

- 15.3 SMC will be liable to EHT for damage to EHT's plant, equipment and other property and for loss of profits whilst EHT is using and occupying the Licensed Area, in the event of damage caused by:

- (a) impact to EHT's property by SMC and its employees and agents;
- (b) damage from release of water, explosion or fire damage from release of flammable or explosive liquids from SMC assets, fixed or mobile, in the vicinity of the Licensed Area.

16 Removal of Infrastructure

- 16.1 At the end of the Term EHT will be responsible for all costs associated with:

- (a) the removal of Electric Vehicle Charging Facilities;
- (b) returning the surface of the disturbed areas of the Licensed Area to its pre-existing condition, unless the parties mutually agree on another standard of restoration.

ASSIGNMENT AND SUBLETTING

17 Prohibition against assignment, subletting and mortgaging

Prohibition of dealings

- 17.1 During the Term, in respect of the whole or part of this Agreement or the Licensed Area, EHT must not without the prior written consent of SMC, such consent not to be unreasonably withheld:

- (a) assign, transfer, sublet, deal with, hold on trust, or grant any interest in, this Agreement;
- (b) mortgage, charge or encumber this Agreement;
- (c) part with possession of the whole or any part of the Licensed Area;
- (d) grant any licence, or share the right of occupation or possession, in respect of the whole or part of the Licensed Area;

- (e) grant any franchise or concession over EHT's business conducted at the Licensed Area which would entitle any other person to use, occupy or trade from the whole or part of the Licensed Area.

18 SMC's reservations and rights exercisable by successors and by others

- 18.1 The reservations and rights exercisable by SMC over the Licensed Area may be exercised by successors and assigns of SMC.
- 18.2 Persons other than SMC, when exercising reservations or rights in accordance with clause 18.1, must comply with any conditions or qualifications imposed under this Agreement on the exercise of such entitlements.

19 EHT's obligation to yield up Licensed Area

- 19.1 EHT agrees to cease operations immediately on the expiry or legally effective termination of this Agreement and within 14 days to yield up possession and control over the Licensed Area to SMC, in the condition and state of repair as required under this Agreement unless the parties agree otherwise.

20 Essential terms of Agreement

- 20.1 It is agreed that the following obligations by EHT are essential terms of this Agreement:
 - (a) the covenant to pay the Annual Fee throughout the Term at a date not later than 14 days after the due date for its payment;
 - (b) the covenant dealing with the use of the Licensed Area;
 - (c) the covenant dealing with assignment and subletting.

21 SMC's entitlements after EHT vacates during Term

SMC's entitlements

- 21.1 If EHT vacates or abandons the Licensed Area during the Term in breach of EHT's obligations under this Agreement, SMC may:
 - (a) renovate, restore and clean the Licensed Area
 - (b) take any action in paragraph (a) without SMC's conduct constituting:
 - (A) a re-entry or termination of this Agreement;
 - (B) the acceptance of a surrender of this Agreement.

EHT's obligations continue

- 21.2 EHT's obligation to pay the Annual Fee, to comply with other financial obligations under this Agreement and to comply with other obligations continues, notwithstanding that EHT vacates or abandons the Licensed Area, until the Licensed Area has been renovated, restored and cleaned to the extent necessary for the Licensed Area to be again used by SMC as a parking bay, unless the parties agree otherwise.

22 SMC may remedy EHT's default

Entitlement to remedy default

- 22.1 SMC may remedy defaults by EHT under this Agreement without being required to do so:
 - (a) when EHT fails to pay any money due to someone other than SMC or to perform some obligation under this Agreement, but only
 - (b) after SMC has given to EHT notice in writing requiring EHT to pay the money or to perform the obligation within 14 days and EHT fails to comply with that notice.

EHT's liability to reimburse SMC

22.2 EHT is liable to reimburse SMC on demand the money paid by SMC and the reasonable costs and expenses incurred by SMC in remedying any default under this Agreement.

23 Waiver

Demand and acceptance of Annual Fee and other financial obligations

23.1 After EHT is in default or breach under this Agreement, including in breach of an essential term of this Agreement, the demand or acceptance from EHT by SMC of arrears or of any late payment of any financial obligations does not:

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

Failure to enforce obligation

23.2 SMC's failure to enforce any of EHT's obligations under this Agreement, and to terminate this Agreement, does not waive SMC's entitlement to require EHT to observe all obligations under this Agreement, to enforce EHT's obligations and to terminate this Agreement.

Waiver of individual obligations

23.3 The waiver by SMC of performance of any of EHT's obligation under this Agreement, temporarily or permanently, is not a waiver of any other or subsequent breach or default by EHT.

Breaches before termination

23.4 The termination of this Agreement on any basis does not affect SMC's rights and remedies for earlier breaches by EHT of the obligations under this Agreement, unless the parties agree otherwise.

24 Mediation

Dispute

24.1 If a dispute arises out of or relates to this Agreement (including any dispute as to the meaning, performance, validity, subject matter, breach or termination of this Agreement or as to any claim in tort, in equity or pursuant to any statute) (Dispute), any court or arbitration proceedings must not be commenced by or against SMC, EHT, their successors or assigns, any guarantor, mortgagee, or other party bound by this Agreement, relating to the Dispute unless the parties to the Dispute (Parties) have complied with this clause, except where a party seeks urgent interlocutory relief.

Notice of dispute

24.2 A party claiming that a Dispute has arisen under or in relation to this Agreement must give written notice to the other Parties to the Dispute, specifying the nature of the Dispute.

Mediation

24.3 The Parties agree to mediate the Dispute and to take action to have the Dispute mediated within 7 days of the receipt of written notice of the Dispute.

24.4 The Parties agree that the President of the Law Society of Tasmania will select the mediator and determine the mediator's remuneration.

24.5 The Parties to the mediation will be jointly responsible for the fees of the mediation and each party must bear its own costs.

24.6 The Parties may, but are not required to, enter into a written agreement before mediating a Dispute.

24.7 The Parties agree to conduct the mediation in accordance with the requirements of the mediator whose decision regarding those requirements is final and binding on the Parties.

24.8 A legal representative acting for either of the Parties may participate in the mediation.

25 Damaged Licensed Area

Abatement of payments

The following provisions apply if the Licensed Area is damaged:

25.1 EHT is not liable to pay that portion of the Annual Fee that is attributable to any period during which the Licensed Area cannot be used under this Agreement or is inaccessible due to that damage.

25.2 However clause 25.1 does not apply and SMC may recover damages from EHT if EHT:

- (a) is responsible for the damage;
- (b) contributed substantially to the damage other than in a nominal way;
- (c) by an act or omission brought about a termination of SMC's insurance policy relating to the damage.

Termination of Agreement

25.3 If SMC fails to repair the damage for which it is responsible within a reasonable time after EHT requests SMC in writing to do so, EHT may terminate this Agreement by giving not less than 7 days' notice in writing of termination to SMC.

26 Termination of Agreement for default

Default

26.1 Each of the following constitutes a default by EHT under this Agreement:

- (a) the failure to pay to SMC the Annual Fee or comply with any other financial obligation under this Agreement, for a period in excess of 14 days after the due date for payment, whether or not a formal demand for payment has been made;
- (b) the failure to comply with an essential term of this Agreement;
- (c) any serious, persistent and continuing breach by EHT of its covenants and obligations under this Agreement.
- (d) the Electric Vehicle Charging Facilities being unable to be used due to an act or omission of EHT for more than three months in a twelve month period; or
- (e) the Electric Vehicle Charging Facilities, as assessed by a competent authority, being in an unsafe or dangerous condition and unprotected for more than 24 hours; or
- (f) in the event of bankruptcy or insolvency of EHT.

Termination after default

26.2 SMC may terminate this Agreement, after a default by EHT in accordance with clause 26.1 and continuance of the default, after SMC must have served a legally effective notice of breach of covenant (if required) by:

- (a) serving on EHT written notice terminating this Agreement;
- (b) instituting proceedings for possession against EHT;
- (c) taking the actions in (a) or in (a) and (b).

27 SMC's entitlement to damages

Damages for breach or for repudiation

27.1 If EHT's conduct (whether by an acts or omission) constitutes:

- (a) a repudiation of this Agreement (or of EHT's obligations under this Agreement);
- (b) a breach of any covenant;
- (c) a breach of an essential term of this Agreement;

EHT agrees to compensate SMC for the loss or damage suffered by SMC as a consequence of the repudiation or breach, whether or not this agreement is terminated for the repudiation, breach or on any other ground.

- 27.2 SMC's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Agreement.
- 27.3 SMC is entitled to seek to recover damages against EHT in respect of the repudiation or breach of covenant or essential term for the loss suffered by SMC during the Term, including the periods before and after termination of this Agreement.
- 27.4 SMC's entitlement to recover damages is not affected or limited by any of the following:
 - (a) if EHT abandons or vacates the Licensed Area;
 - (b) if SMC elects to re-enter or to terminate this Agreement;
 - (c) if SMC accepts EHT's repudiation;
 - (d) if the parties' conduct constitutes a surrender by operation of law.

Instituting proceedings

- 27.5 SMC is entitled to institute legal proceedings claiming damages against EHT in respect of the entire Term, including the periods before and after EHT vacates the Licensed Area, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 27.4 whether the proceedings are instituted before or after such conduct.

Additional entitlements of SMC

- 27.6 SMC's entitlement to damages is in addition to:
 - (a) the entitlement to recover the Annual Fee, and operating expenses until the date of expiry or termination of this Agreement;
 - (b) interest on late payments in accordance with this Agreement;
 - (c) costs of any breach or default, including the costs of termination.

28 Removal of EHT's property

EHT obligation to remove property

- 28.1 EHT must remove all its property, including all components of the Electric Vehicle Charging Facilities, from the Licensed Area, before the expiry or termination of this agreement or, if it is terminated by SMC, within 14 days after this Agreement is terminated, unless otherwise agreed by the parties.
- 28.2 After SMC terminates this agreement, EHT and its employees and agents may have access to the Licensed Area, whilst SMC has possession and control over the Licensed Area, for the next 14 days (excluding Sundays and public holidays), between 8am and 5pm, for the purposes of removing EHT's property and cleaning, repairing or restoring the Licensed Area.
- 28.3 EHT must not cause any damage to the Licensed Area whilst removing its property, must leave the Licensed Area clean and tidy after the removal and must be liable for the cost of repair of the damage caused by or during the removal.
- 28.4 If SMC terminates this agreement, EHT will make the Licensed Area safe.

28.5 If this does not occur within 14 days, SMC may remove the Electric Vehicle Charging Facilities and make the Licensed Area safe, return the Electric Vehicle Charging Facilities to EHT and recover the cost of any activities under this clause from EHT.

EHT's failure to remove property

28.6 If EHT fails to remove any of its property from the Licensed Area, SMC may:

- (a) have that property removed from the Licensed Area and stored, using reasonable care in removing and storing the property, but being exempted from any liability to EHT for loss or damage to any of its property through the negligence of SMC, its employees or agents;
- (b) sell or otherwise dispose of all or any of EHT's property, with or without removing them from the Licensed Area, in the name of and as agent for EHT.

28.7

- (a) In respect of all or any of EHT's property that EHT has failed to remove from the Licensed Area in accordance with clause 28.1, EHT is deemed to have abandoned that property and SMC at its option acquires ownership of that property through abandonment.
- (b) SMC is not obliged to account to EHT for the value of any property whose ownership vests in SMC by abandonment.

EHT's responsibility for damages and costs

28.8 EHT is responsible for and indemnifies SMC in respect of:

- (a) any loss or damage caused by EHT, its employees or agents during the removal of EHT's property from the Licensed Area;
- (b) the costs of removal, storage and sale of any of EHT's property.

EHT entitlement to terminate

28.9 This Agreement may be terminated by EHT if:

- (a) SMC allows the Electric Vehicle Charging Facilities' charger to be blocked:
 - (A) by cars that are not charging and if:
 - (1) SMC refuses to assist or enforce signposted conditions; or
 - (2) bona fide customers are prevented from charging on more than ten occasions in any six-month period; and
 - (3) EHT has notified SMC after each event.
 - (B) by materials other than a motor vehicle or motorcycle, for example the area is used as storage, which prevent the Electric Vehicle Charging Facilities from being used by bona fide customers of EHT on more than three occasions and EHT has notified SMC after each event.
- (b) SMC damages the Electric Vehicle Charging Facilities by negligent operation on or near the Licensed Area (e.g. by operation or moving equipment in such a way as to damage and prevent safe operation of the charging equipment) and does not meet its obligation to repair and meet the cost of repair.

28.10 If EHT terminates this Agreement based on one of the conditions in clause 28.9 EHT may remove all its equipment and infrastructure that form the Electric Vehicle Charging Facilities and recover the costs of removal and making the site safe from SMC.

29 Legal costs

29.1 Each party will pay its own costs associated with its roles and responsibilities outlined in this Agreement, except where expressly provided otherwise.

MISCELLANEOUS

30 Service of notices

Notice

30.1 Any notice, document or demand (called Notice) under this Agreement must be served in accordance with this clause.

Signature of notice

30.2 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.

Service of notice

30.3 A Notice may be served on a party to this Agreement, including its successors, assigns, and guarantors:

- (a) By personal delivery to that party, or if more persons than one are the party to any one of them;
- (b) by delivering the Notice to the party's address in this Agreement and leaving it with an employee of that party;
- (c) by sending it, addressed to the party at that party's address shown in this Agreement, by prepaid security post or certified post;
- (d) sent by email to the intended recipient's email address.

Additional or altered address

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

Time of service

30.5 A Notice is considered to have been served

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

31 Interpretation

Terms

31.1 Words expressed in the singular include the plural and vice versa.

31.2 Words expressed in one gender include the other genders, as is appropriate in the context.

31.3 The reference to "person" includes a corporation.

Headings

31.4 Any headings or subheadings in this Agreement are inserted for guidance only and do not govern the meaning or construction of this Agreement or of any provision contained in this Agreement.

Statutes

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

Covenants implied by statute

31.6 Covenants and powers implied by statute are excluded from this Agreement, unless any such covenant or power cannot be excluded by force of statute or is expressly incorporated in this Agreement.

SMC's Consent

- 31.7 When any provision contained in this Agreement requires SMC's consent or approval, then unless the provision expressly provides otherwise, SMC's consent
- (a) shall not be unreasonably delayed;
 - (b) is only effective when given in writing and signed by or on behalf of SMC; and
 - (c) will be at the sole discretion of SMC.

Covenant prohibiting conduct

- 31.8 When a covenant contained in this Agreement prohibits a party from doing anything, it also prohibits that party from authorising or allowing it to be done by any other person.

Compliance with notices on Business Day

- 31.9 If under the provisions of this Agreement or under any notice or demand anything is required to be done on a day which is not a Business Day, the day or the last day for compliance is deemed to be the immediately following Business Day.

Joint and several liability

- 31.10 If two or more persons are a party to this Agreement (including whilst the Agreement or the reversion is held by legal personal representatives, successors or assigns) each of the persons is jointly and severally liable to perform covenants and obligations of the party under this Agreement.
- 31.11 When two or more persons are a party to this Agreement, any conduct under or in respect of this Agreement, including the exercise of any entitlement or taking any action under this Agreement or a provision of this Agreement, shall be undertaken by all of the persons jointly, unless this Agreement expressly provides otherwise.

Severance

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

Governing law

- 31.13 This Agreement is governed and construed in accordance with the law of the State of Tasmania.

Agreement comprises entire agreement

- 31.14 It is agreed that this Agreement contains the whole of the agreement between SMC and EHT relating to the Licensed Area and the operation of the Electric Vehicle Charging Facilities.
- 31.15 This Agreement does not include any other, collateral or implied, agreement or terms, which are not expressly included or incorporated in this Agreement, whether arising through representations preceding this Agreement or during negotiations relating to this Agreement.

32 Definitions

- 32.1 Land means the area described in Schedule A.
- 32.2 Licensed Area means the area described in Schedule A.
- 32.3 EV means electric vehicle designed to accept charging.
- 32.4 Electric Vehicle Charging Facilities means the facilities provided by EHT for charging of EVs.
- 32.5 SMC includes its successors and assigns.
- 32.6 EHT includes its successors and assigns.

- 32.7 Term means the duration of this Agreement as set out in clause 5.
- 32.8 Annual Fee means the fee payable by EHT under this Agreement as set out in clause 8.
- 32.9 Schedule A means the schedule to this Agreement.
- 32.10 Business Day means a day which is not a Saturday, Sunday or public holiday in Northern Tasmania.

Executed as an agreement

Executed by Electric Highway Tasmania Pty Ltd)
pursuant to Section 127(1) of the Corporations Act)
by the Directors)

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

The Common Seal of the Southern Midlands Council
was affixed this xx day)
of YY 2022 for and on)
behalf of the SMC)

Signing Authority _____

SCHEDULE A

Land: Public parking area (describe)

Licensed Area: as shown on site drawing, attached

Number of parking bays: 2 bays (initial)

Period:

Commencement Date: XXX

Expiry Date: XXX

Acceptance period for renewal of Agreement: on or before XXX

Annual Fee: No initial Annual Fee;
fee applicable upon expansion to be agreed

Parking controls:

By the sign as shown:



SMC	Electric Highway Tasmania P/L
<p>Communication contacts:</p> <p>Contract issues:</p> <p>Operational issues:</p>	<p>Customer Support: 1300 518 038</p> <p>Equipment faults, maintenance: Rob Manson, I Want Energy, 0409 255 124</p> <p>Contractual, routine operational: Clive Attwater, 0439 941 934</p>
<p>Address for service of notices:</p>	<p>Electric Highway Tasmania P/L Level 1, 142 Elizabeth Street, Hobart, TAS 7000 clive.attwater@gmail.com</p>