

SOUTHERN  
MIDLANDS  
COUNCIL



# ATTACHMENTS

## ORDINARY COUNCIL MEETING

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Wednesday, 26<sup>th</sup> May 2021  
Oatlands Municipal Office, 71 High Street, Oatlands  
10.00 a.m.

<b>Item 4.1</b>	Draft Council Meeting Minutes (Open) – 28 <sup>th</sup> April 2021
<b>Item 12.1.1</b>	Grant Deed – VRUP 2020-2021
<b>Item 18.2</b>	Memorial Park Concept Plan Deed of Sale

SOUTHERN  
MIDLANDS  
COUNCIL



# **MINUTES**

## **ORDINARY COUNCIL MEETING**

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Wednesday, 28<sup>th</sup> April 2021  
10.00 a.m.

Campania Hall  
Reeve Street, Campana

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## OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL  
HELD ON WEDNESDAY, 28<sup>th</sup> APRIL 2021 AT THE CAMPANIA HALL, CAMPANIA  
COMMENCING AT 10:04 A.M.

### 1. PRAYERS

Rev Dennis Cousens recited prayers.

### 2. ATTENDANCE

Mayor AO Green, Deputy Mayor E Batt, Cllr A Bantick, Cllr A Bisdee OAM, Cllr K Dudgeon, Cllr D Fish, Cllr R McDougall

Mr T Kirkwood (General Manager), Mr A Benson (Deputy General Manager), Mrs W Young (Manager Community & Corporate Development), Ms G Smith (Administrative Officer/Development & Environmental Services), Mr D Richardson (Manager, Infrastructure & Works), Mr J Lyall (Project Manager), Mr D Cundall (Manager Development & Environmental Services), Mrs J Crosswell (Executive Assistant).

### 3. APOLOGIES

Nil.

### 4. MINUTES

#### 4.1 Ordinary Council meeting

#### DECISION

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

**THAT the Minutes (Open Council Minutes) of the previous meeting of Council held on the 24<sup>th</sup> March 2021, as circulated, be confirmed.**

#### CARRIED

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

## 4.2 Special Committees of Council Minutes

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

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

- Lake Dulverton & Callington Park Management Committee – Monday 19<sup>th</sup> April 2021
- Kempton Streetscape Committee – Monday 19<sup>th</sup> April 2021

### RECOMMENDATION

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

### DECISION

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

**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	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

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

- Lake Dulverton & Callington Park Management Committee – Monday 19<sup>th</sup> April 2021
- Kempton Streetscape Committee – 19<sup>th</sup> April 2021

**RECOMMENDATION**

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

**DECISION**

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

**THAT the recommendations contained within the minutes of the above special committees of Council be endorsed.**

**CARRIED**

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

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

#### 4.3.1 Joint authorities - Receipt of Minutes

The Minutes of the following Joint Authority Meetings, as circulated, are submitted for receipt:

- Southern Tasmanian Councils Authority – Meeting held 22<sup>nd</sup> February 2021

#### RECOMMENDATION

**THAT the minutes of the above Joint Authority be received.**

#### DECISION

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

**THAT the minutes of the above Joint Authority 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	✓	

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

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

- Nil

#### DECISION NOT REQUIRED



## 5. NOTIFICATION OF COUNCIL WORKSHOPS

### DECISION

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

**THAT the information be received.**

**CARRIED**

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

## 6. COUNCILLORS – QUESTION TIME

### 6.1 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.

## 6.2 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.

**Deputy Mayor E Batt** – questioned the removal of the dead Tree opposite the Kempton Post Office.

The General Manager advised that it has been suggested that the tree be removed due to the limited parking in this location.

Resolved that the tree be removed and pavement reinstated.

**Deputy Mayor E Batt** – Requested an update on the Bagdad Community Centre and questioned whether it will be discussed for this year's budget.

The General Manager advised that an allocation will be included in the draft Budget which relates to assisting the Community Club prepare a 'precinct development' plan for the property. This proposal as raised at the time that Council was considering a request for funding for expansion of the Child Care Centre.

The proposal to prepare a 'precinct development' plan has the support of the Management Committee. It is intended to engage a suitably qualified person to facilitate consultative sessions with the community and the individual working groups.

**Clr K Dudgeon** – Requested an update on Tunbridge Bridge.

David Cundall responded that, as part of the development approval process, Council sent a request for additional information (i.e. Heritage related planning documents) in December 2020. To date a response has not been received and planning assessment is on hold.

**Clr K Dudgeon** – Requested an update on the parking outside Oatlands Commonwealth Bank.

Deputy General Manager responded with information that the sign is done and ready to be installed. David Richardson to follow up.

**Clr A Bantick** – Requested an update on Levendale School.

Deputy General Manager advised that there have been discussions with Kerry Vincent and Janice McConnon. There is an interested party keen to make use of the venue but there is currently no advice as to what it will be used for. Wendy Young and Andrew Benson to meet with interested party.

It was suggested that we discuss the school's use with Community Development Officers in neighbouring areas to maximise benefits of the site. Could potentially be used as a training facility for cooking, catering etc.

**Clr A Bantick** – Raised the issue of the Bagdad School Carpark.

Deputy General Manager advised this is about to go to tender. Tender process was due to go ahead September 2020 but was delayed due to owner and occupier disagreement. Deputy GM will contact the Asset Manager at the Department of Education for an update.

**Clr R McDougall** – Requested an update on repair works at Tunbridge Community Hall after damage from car accident.

General Manager responded that a funding agreement has yet to be received – likely delayed due to the current elections. Funding has however been confirmed but it is not known whether this will be directed to Council or direct to the Community Hall.

**Clr R McDougall** – Requested an update on new public toilets on Kempton roadside stopover.

General Manager advised that a sign has been ordered and should be ready for installation this week.

**Clr A Bisdee OAM** – Raised the issue of the Mahers Point Recreation area and asked whether we can do anything with the site.

General Manager indicated that the landscape plan will be reviewed to determine options for improvement.

**DECISION**

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

**THAT the meeting be adjourned for morning tea at 11.06 a.m.**

**CARRIED**

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

**DECISION**

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

**THAT the meeting reconvene at 11.26 a.m.**

**CARRIED**

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

## 7. DECLARATIONS OF PECUNIARY INTEREST

Nil.

## 8. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

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

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

1. Woodsdale Cemetery – (2003 Woodsdale Road, Woodsdale PID 5840316)
2. Kempton Community Health Centre – Temporary use by Tasmania Police

### RECOMMENDATION

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

### DECISION

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

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

### CARRIED

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

**The meeting resolved to immediately consider the above Supplementary Items.**

**18.1 Woodsdale Cemetery (2003 Woodsdale Road, Woodsdale PID 5840316)**

**DECISION**

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

- a) The information be received;
- b) Council acknowledge, and agree on the need to comply with Division 4 of Part 4 of the *Burial and Cremations Act 2019* in order to advance the transfer of ownership of the property
- c) It be Council's position that all costs associated with the process to be undertaken by the 'person selling the cemetery' be borne by the Crown;
- d) Council confirm its intention to become the appointed cemetery manager going forward; and
- e) Council advises that it does not have any evidence or documentation relating to the appointment of the current cemetery manager, but would assume that the Levensdale and Woodsdale History Rooms Inc. would be viewed as such.

**CARRIED**

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

## 18.2 Kempton Community Health Centre – Tasmania Police

### DECISION

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

### THAT:

- a) Initially, it would be Council's preference to identify an alternative premises;
- b) However, should this not be possible, then a further understanding of the planned use would assist Council to give more detailed consideration of this proposal.

### 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	✓	

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

There were no members of the public in attendance.

### **9.2 Permission to Address Council**

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

- Anthony McConnon – Southern Central Subregion Workforce Development Project  
Deputy General Manager, Andrew Benson, as Project Manager of the Workforce Development Project, provided an introduction to the project, which is a collaboration between Southern Midlands Council, Central Highlands Council, Derwent Valley Council and Brighton Council. Anthony undertook the presentation.

A copy of Mr McConnon's presentation is included as an enclosure for information and noting.

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

Nil.



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

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

### 11.1 Development Applications

#### 11.1.1 Development Application (DA2020/164) for Distillery Structures & Works at 99 High Street, Oatlands owned by Lake Frederick Inn Pty Ltd

#### **DECISION**

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

**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 (DA 2020/164) distillery structures & works at 99 High Street, Oatlands, owned by Lake Frederick Inn Pty Ltd and that a permit be issued with the following conditions:**

#### **CONDITIONS**

- 1 The use 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 This permit shall not take effect and must not be acted on until 15 days after the date of receipt of this letter or the date of the last letter to any representor, whichever is later, in accordance with section 53 of the Land Use Planning and Approvals Act 1993

#### **Hours of Operation**

- 3 The hours of operation are to coincide with the approved hours of operation for the Whiskey Distillery as approved in the Planning Permit DA2018/90, as detailed below and must only operate between the following hours:

Monday to Saturday	6:00 a.m. to 10:00 p.m.
Sunday and State-wide public holidays	7:00 a.m. to 9:00 p.m.

#### **Heritage**

- 4 Demolition and any rebuilding works to existing drystone walls should be undertaken or supervised by a suitably qualified person(s) with specialist expertise in drystone walls. Competent and experienced drystone wall builders are encouraged to be engaged for such a task to ensure that the integrity of the drystone walls remain. Rebuilding shall be mean restoration or reconstruction as defined by the Burra Charter. The rebuilding of walls should follow the same construction and rock placement methodology of existing unaltered drystone walls on the site. Any excess

stones should be appropriately stored on site to be used for any future repair or restoration work.

- 5 In the event of the uncovering potentially significant archaeology, during the works, the developer must cease the activity immediately contact Council's Manager of Heritage Projects (Mr Brad Williams, 6254 5000) for further advice and procedure before works, related to the particular site, can continue. Any subsequent documentation and management of archaeology must be to the satisfaction of the Manager of Heritage Projects.

#### **Environment**

- 6 Noise emissions from the use of development must be managed to the degree necessary to ensure that an environmental nuisance is not caused

#### **Landscaping**

- 7 Prior to building approval being issued by Council, a landscape plan is to be submitted by a suitably qualified and experienced person, to the satisfaction of the Manager of Development and Environmental Services. The focus of this landscaping plan is to provide suitable landscape screening and visual softening of the development that is driven by the heritage values of the site and surrounding area. This landscape plan must detail appropriate visual screening of the development from the neighbouring residential properties, the Esplanade and include screening of the proposed Structures. Planting must provide a visual softening of the development from the Esplanade by using a mix of species (deciduous and evergreen) appropriate for the heritage values of the site and also available planting conditions. This landscape plan must also provide details of:

- i) Plant numbers and species (common and botanical names) to be used;
- ii) Details of all proposed hard or paved surfacing, clearly demonstrating that the selected materials, colours and finishes are appropriate for the heritage values of the site and surrounding heritage precinct;
- iii) Details of colours, materials and finishes for any retaining walls or screens on site, clearly demonstrating that those selected are appropriate for the heritage values of the site and surrounding heritage precinct;
- iv) Details of proposed mulching, staking and watering systems;
- v) Details of proposed maintenance of landscaping to ensure its longevity and also appropriate replanting and replacement in the event of plants failing;
- vi) Timeframes for undertaking landscaping works in conjunction with the proposed development. All proposed landscaping should be completed within 12 months of the occupation of the proposed development.

- 8 The landscaping works must be completed in accordance with the endorsed landscape plan and to the satisfaction of Council's Development Assessment Committee within three (3) months of the first use of the development. All landscaping must continue to be maintained to the satisfaction of Council.

**Services**

- 9 The developer must pay the cost of any alterations and/or reinstatement to existing services, Council infrastructure or private property incurred as a result of the development. Any work required is to be specified or undertaken by the authority concerned.

**Protection of Water Quality**

- 10 Before any work commences a soil and water management plan (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 Development and Environmental Services before development of the land commences (refer to advice below). The SWMP shall form part of this permit when approved.

- 11 Before any work commences install temporary run-off, erosion and sediment controls in accordance with the recommendations of the approved SWMP and maintain these controls at full operational capacity until the land is effectively rehabilitated and stabilised after completion of the development in accordance with the guidelines *Soil and Water Management on Building and Construction Sites*, by the Derwent Estuary Programme and NRM South and to the satisfaction of Council's Development and Environmental Services.

**Construction of Amenity**

- 12 The development must only be carried out between the following hours unless otherwise approved by the Council's Manager of Development and Environmental Services:

Monday to Friday	7:00 a.m. to 6:00 p.m
Saturday	8:00 a.m. to 6:00 p.m
Sunday and State wide public holidays	10:00 a.m. to 6:00 p.m

- 13 All works associated with the development of the land shall be carried out in such a manner so as not to unreasonably cause injury to, or 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 of noise, artificial light, vibration, odour, fumes, smoke, vapour, steam, ash, dust, waste water, waste products, grit or otherwise
- b) The transportation of materials, goods and commodities to and from the land.
- c) Obstruction of any public footway or highway.
- d) Appearance of any building, works or materials.
- e) Any accumulation of vegetation, building debris or other unwanted material must be disposed of by removal from the site in an approved manner. No burning of such materials on site will be permitted unless approved in writing by the Council's Manager of Development and Environmental Services.

- 14 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 project during the construction period.

- 15 The developer must make good and/or clean any footpath, road surface or other element damaged or soiled by the development to the satisfaction of the Council's Manger of Works and Technical Services.

The following advice applies to this permit:

- A Planning Permit does not imply that any other approval required under any other legislation has been granted.
- B This Planning Permit is in addition to the requirements of the Building Act 2016. Approval in accordance with the Building Act 2016 is required to be obtained prior to construction.
- C A separate permit is required for any signs, including any commercial signage or branding associated with any structures or equipment, unless otherwise exempt under Council's planning scheme.

**CARRIED**

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

**11.2 Subdivisions**

Nil.

**11.3 Municipal Seal (Planning Authority)**

Nil.

**11.4 Planning (Other)**

**11.4.1 Amendment to Southern Tasmanian Regional Land Use Strategy**

**DECISION**

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

**THAT**

- A Council Supports** he request to extend the Southern Tasmanian Regional Land Use Strategy’s Urban Growth Boundary to include the portion of the land at 69 Brighton Road, Brighton.
- B Council is concerned** that continued ad hoc expansion of the urban growth boundary at the fringes has potential to prejudice the implementation of established settlement strategies and accordingly requests for an urgent review of the Regional Strategy.
- C That the details and conclusions** included in the Associated Report be recorded as the reasons for Council’s decision in respect of this matter.

**CARRIED**

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

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

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

### 12.1 Roads

**Strategic Plan Reference 1.1**

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

Nil.

### 12.2 Bridges

**Strategic Plan Reference 1.2**

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

Nil.

### 12.3 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.

### 12.4 Lighting

**Strategic Plan Reference 1.4**

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

Nil.

### 12.5 Buildings

**Strategic Plan Reference 1.5**

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

Nil.

## 12.6 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.*

### 12.6.1 TasWater Corporate Plan FY 2022-2026

#### DECISION

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

**THAT Council receive the draft TasWater Corporate Plan FY 2022-26 noting that no issues were identified for the purpose of providing feedback to TasWater.**

#### 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	✓	

## 12.7 Drainage

### Strategic Plan Reference 1.7

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

Nil.

## 12.8 Waste

### Strategic Plan Reference 1.8

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

Nil.

## 12.9 Information, Communication Technology

### Strategic Plan Reference 1.9

*Improve access to modern communications infrastructure.*

Nil.

*The General Manager left the meeting at 12.24pm*

## **12.10 Officer Reports – Infrastructure & Works**

### **12.10.1 Manager – Infrastructure & Works Report**

**Author:** MANAGER INFRASTRUCTURE & WORKS (JACK LYALL & DAVID RICHARDSON)

**Date:** 21 APRIL 2021

#### **Roads Program**

One grader has been working on Rhyndaston Road and is heading to Lovely Banks and then on to Kempton roads as required. The other grader is preparing York Plains Road for dust suppressant seal and general grading maintenance in that area with an aim to then attend Stonehenge Road.

The restabilisation program is almost completed. The only outstanding road to be sealed is Rhyndaston Road through the township (weather permitting).

The 2021 Road Reseal Program is almost complete with Woodsdale and Rhyndaston roads still to be sealed. It is anticipated they will be completed in the coming weeks (weather permitting).

The footpath at East Bagdad Road is due to be poured on 22<sup>nd</sup> April.

#### **Kempton Hall**

Kerb works have been completed with correctional overlay to be applied to the road sections. Pavers are being laid at present.

#### **Campania Bush Reserve**

Gravel installation adjacent to path to allow emergency vehicles is being installed this week.

#### **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.

#### **Capital Works Projects Report**

Councillors were provided with their quarterly project report in the form of four A3 pages showing the completion as well as WiP of all Capital Works projects. Councillors had not questions in relation to the Capital Works Projects Report.

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

**Deputy Mayor E Batt** - a marked crossing for Kempton Primary School children at the junction of Old Hunting Ground Road and Main Street, Kempton.

To be inspected during Bus Tour scheduled for 10<sup>th</sup> May 2021.

**Mayor A Green** – Campania Waste Transfer Station – investigate suitable surveillance options for the site, including signage.



**Clr A Bisdee** – Pelham Road – commented on the number of potholes appearing on the road.

The Manager Infrastructure & Works advised that the road is now a logging route which has drastically increased the amount of trucks using the road which is causing pot holes.

**Clr D Fish** – Inglewood road – large pot hole reported in the vicinity of the rail viaduct.

**Clr D Fish** - Bagdad Community Club – Road was damaged from flooding. Asked if the drain could be deepened along Hall Lane, Bagdad.

Andrew Benson advised that an inspection has been undertaken and a broader assessment has been carried out in a catchment analysis. Negotiations are ongoing with the Department of State Growth, recognising that the waterway on the eastern side of the Midland Highway is the Department's responsibility to maintain.

Andrew Benson to follow up with the Department of State Growth (DSG) in respect of the status of the assessment which was due to be completed at the end of March 2021 by DSG.

**Clr A Bantick** – commended employees at the Dysart Waste Transfer Station for the standard of presentation at the site.

**Clr K Dudgeon** – Roberts Road, Mangalore – requested update.

Mr Lyall advised that the box culverts are ready for instalment – week commencing 3<sup>rd</sup> May 2021.

**Clr K Dudgeon** – Woodsdale Road – above Prosser River Bridge – questioned why it wasn't sealed.

Advised that there is a small section of road that requires isolated pavement repairs prior to resealing.

## **RECOMMENDATION**

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

## **DECISION**

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

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

## **CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
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. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)**

### **13.1 Residential**

**Strategic Plan Reference 2.1**

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

Nil.

### **13.2 Tourism**

**Strategic Plan Reference 2.2**

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

Nil.

### **13.3 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.

### **13.4 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.

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

### 14.1 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.

#### DECISION

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

**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	✓	
Cllr A Bantick	✓	
Cllr A E Bisdee OAM	✓	
Cllr K Dudgeon	✓	
Cllr D F Fish	✓	
Cllr R McDougall	✓	

### 14.1.2 Review of Heritage Collections Policy

#### DECISION

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

**THAT the Heritage Collections Policy be endorsed.**

**CARRIED**

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

### 14.1.3 Review of Artist in Residence Policy

#### DECISION

*Moved by Cllr K Dudgeon, seconded by Cllr A Bisdee OAM*

**THAT Council endorse the Artist in Residence Policy and review the policy in December 2022.**

#### CARRIED

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

**14.2 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.

**14.2.1 NRM Unit – General Report****DECISION**

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

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

**CARRIED**

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

**14.3 Cultural****Strategic Plan Reference 3.3**

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

Nil.

**14.4 Regulatory (Development)****Strategic Plan Reference 3.4**

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

Nil.

**14.5 Regulatory (Public Health)****Strategic Plan Reference 3.5**

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

Nil.

## 14.6.2 2021/22 Animal Management Fees (including dog registration)

### DECISION

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

**THAT Council adopt the Animal Management Fees documented in the Report, for the 2021/2022 period.**

### CARRIED

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

## 14.7 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.

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

### 15.1 Community Health and Wellbeing

#### Strategic Plan Reference 4.1

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

Nil.

### 15.2 Recreation

#### Strategic Plan Reference 4.2

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

Nil.

### 15.3 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.

## 15.4 Volunteers

**Strategic Plan Reference 4.4**  
*Encourage community members to volunteer.*

Nil.

## 15.5 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.

## 15.6 Education

**Strategic Plan Reference 4.6**  
*Increase the educational and employment opportunities available within the Southern Midlands*

Nil.

## 15.7 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.*

### 15.7.1 Proposed Master Plan Campania Bushland Reserve

#### **DECISION**

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

#### **THAT Council:**

- A. Endorse the draft Master Plan for the Campania Bushland Reserve to go to Community Consultation on Wednesday 12<sup>th</sup> May 2021 from 2.00pm to 7.00pm at the Campania War Memorial Hall; and**
- B. Council be provided with a report to in relation to the Consultation process along with the Community input at the May Council meeting.**

#### **CARRIED**

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



## 15.8 Safety

**Strategic Plan Reference 4.8**

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

Nil.

## 15.9 Consultation & Communication

**Strategic Plan Reference 4.8**

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

Nil.

**16. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)****16.1 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*

**16.1.1 Donations & Community Support Policy****DECISION**

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

**THAT Council:**

- 1. Receive and note the report; and**
- 2. Consider the draft Donations & Community Support Policy for adoption at May 2021 Council meeting.**

**CARRIED**

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

**16.1.2 Procedures – Public Interest Disclosures Act 2000****DECISION**

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

**THAT Council adopt the ‘Procedures – Public Interest Disclosures Act 2002’.**

**CARRIED**

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

## 16.2 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*

### 16.2.1 Tabling of Documents

Nil.

### 16.2.2 Elected Member Statements

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

#### Deputy Mayor E Batt

The Deputy Mayor informed Council that the Labor Party, if elected, has committed the following funding to projects within the Southern Midlands Council area:

- Campania Cemetery Development - \$75,000
- Kempton Off Leash Dog Park - \$25,000
- Bagdad Footpath (north of Community Club) - \$50,000
- Development of 'Precinct Pan' for the Bagdad Community Club - \$25,000

#### Clr K Dudgeon

Double glazing work of the windows has begun at the Oatlands Bargain Centre. Very happy with results so far.

Informed Council that she had received a phone call from a Sydney investor who is looking to purchase a block of land in Oatlands. They would be looking at potentially building 10-12 units for rental/sale.

#### Mayor A Green

Additional funds have been released for the State Government Housing Program. Centacare have been in contact with council and Mayor Green is meeting with Ben Wilson from Wilson Homes to see how Council can assist with the project.

**16.2.3 Local Government Shared Services – Quarterly Update – Information Only****DECISION**

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

**THAT the Local Government Shared Services Report be received and the information noted.**

**CARRIED**

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

**16.2.4 SMC External Grant Projects – Quarterly Update****DECISION**

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

**THAT Council receive and note the report.**

**CARRIED**

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

**16.3 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.*

**16.3.1 Monthly Financial Statement (period ending 31 MARCH 2021)****DECISION**

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

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

**CARRIED**

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

**16.3.2 Monthly Oatlands Aquatic Centre Capital Expenditure Report (period ending 31 March 2021)****DECISION**

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

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

**CARRIED**

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

**17. MUNICIPAL SEAL**

Nil.

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

Council considered the supplementary items (accepted onto the Agenda) earlier in the meeting.

**DECISION**

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

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

<b>Matter</b>	<b>Local Government (Meeting Procedures) Regulations 2015 Reference</b>
<i>Closed Council Minutes - Confirmation</i>	15(2)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Tender – Woodsdale Road Bridge</i>	15(2)(a)

**CARRIED**

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

**RECOMMENDATION**

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

**DECISION**

*Moved by Clr A Bsdee OAM, 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**

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

## CLOSED COUNCIL MINUTES

### 19. BUSINESS IN “CLOSED SESSION”

#### 19.1 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.*

#### 19.2 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.*



**19.3 Tender – Design & Reconstruction of the Woodsdale Road Bridge, over the Nutting Garden Rivulet, Bridge B4084 at Woodsdale****DECISION***Moved by Clr A Bisdee OAM, seconded by Clr D Fish***THAT Council:**

- 1. Receive and not the report**
- 2. Endorse the processes undertaken;**
- 3. Accept the Tender received from TasSpan Pty Ltd for the sum of \$136,966.00 excl. GST; and**
- 4. Sign and seal the Formal Instrument of Agreement with TasSpan Pty Ltd for the contractual requirements detailed in the Request For Tender 01/2021 and provided in their Tender submission, for the total sum of \$136,966.00 excl. GST; and**
- 5. Release this Report and the associated decision for inclusion within the Public Minutes of the meeting.**

**CARRIED**

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

**RECOMMENDATION****THAT Council move out of “Closed Session”.****DECISION***Moved by Clr R McDougall, seconded by Clr K Dudgeon***THAT Council move out of “Closed Session”.****CARRIED**

<b>DECISION</b>		
<b>Councillor</b>	<b>Vote FOR</b>	<b>Vote AGAINST</b>
Mayor 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	✓	

## **OPEN COUNCIL MINUTES**

### **20. CLOSURE**

The meeting closed at 1.26 p.m



## Grant deed

VULNERABLE ROAD USER PROGRAM 2020-2021  
COUNCIL ROAD

---

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

and

Southern Midlands Council  
**(Recipient)**

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

REFERENCE AND CONTACT DETAILS  
Department: State Growth  
Contact officer: Emily Morrison  
Telephone: (03) 6166 4901  
Email: [Emily.Morrison@stategrowth.tas.gov.au](mailto:Emily.Morrison@stategrowth.tas.gov.au)

Doc Ref: VRUP-2021-3-019

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# Grant deed

## Details and recitals

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**Date:**

**Parties:**

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Name	<b>The Crown in Right of Tasmania</b> (represented by the Department of State Growth)
Short form name	<b>Grantor</b>
Notice details	C/- Department of State Growth, GPO Box 536 Hobart TAS 7001 Email: craig.hoey@stategrowth.tas.gov.au Attention: Craig Hoey, Manager Road Safety – Road User Services

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Name	<b>Southern Midlands Council</b>
ACN/ARBN/ABN	68 653 459 589
Short form name	<b>Recipient</b>
Notice details	71 High Street Oatlands TAS 7120 Email: abenson@southernmidlands.tas.gov.au Attention: Andrew Benson

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**Recitals:**

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

## Information Table

<b>Item 1 (clause 1.1):</b>	<b>Approved Purpose for which the Grant is provided</b>
To construct a footpath, kerb and channel, boxing out shoulders and resheeting of pavement on Reeve Street at the intersection of Native Corners Road and Climie Street in Campania, all in accordance with the Application.	
<b>Item 2 (clause 2.1):</b>	<b>Grant Amount</b>
\$200,000 (Two Hundred Thousand Dollars) (excluding GST), is payable in accordance with Item 3.	
<b>Item 3 (clause 3.1):</b>	<b>Payment method for the Grant</b>
The Grant amount will be paid upon execution of this Deed. The Grant will be paid by electronic funds transfer (EFT) into the Recipient's nominated bank account.	
<b>Item 4 (clause 3.2(a)):</b>	<b>Conditions precedent to payment of the Grant</b>
Not Applicable.	
<b>Item 5 (clause 4.2):</b>	<b>Date for commencement of the Approved Purpose</b>
As soon as practical after the date of this deed.	
<b>Item 6 (clause 4.3):</b>	<b>Date for completion of the Approved Purpose</b>
30 June 2021.	
<b>Item 7 (clause 7.2):</b>	<b>Reporting requirements</b>
(a) Final Report and Acquittal: a report due no later than 20 business days of the date for completion of the Approved Purpose, including: <ul style="list-style-type: none"><li>• a final report that details completion of the Approved Purpose; and</li><li>• an income and expenditure statement for the grant deed funds.</li></ul>	
(b) Any other reporting as requested by the Grantor within 20 business days.	
Each financial statement and report must be in a form and substance satisfactory to the Grantor.	
<b>Item 8 (clause 10):</b>	<b>Special terms and conditions</b>
The Recipient agrees: <ul style="list-style-type: none"><li>(a) to complete the Approved Purpose by the Date for completion of the Approved Purpose. If the Recipient is unable to complete the Approved Purpose by the Date for completion of the Approved Purpose, the Recipient must make an application to the Grantor requesting an extension of time. The application must be in writing and detail the reasons why an extension</li></ul>	

to the Date for completion of the Approved Purpose is being sought and provide any further or supplementary information as the Grantor may reasonably request in relation to the Recipient's application.

- (b) to be responsible for the ongoing maintenance of the Approved Purpose pursuant to any Law including, but not limited to, those contained in the *Roads and Jetties Act 1935* (Tas).
- (c) that if the Recipient desires a Significant Change to the Approved Purpose then it must first make a written application to the Grantor. The application must include detailed revised plans and a schedule of work. The Recipient must obtain the written approval of the Grantor before undertaking the Significant Change to the Approved Purpose.
- (d) that in the event the Recipient requires additional funds from the Grantor in order to complete the Approved Purpose the Recipient must make a written application to the Grantor prior to undertaking or continuing the Approved Purpose, noting that nothing in this clause requires or obligates the Grantor to provide any additional funds other than the Grant or otherwise derogates from the operation of clause 2.2.
- (e) to submit to the Grantor any application for changes to the scope of the Approved Purpose, application for cost increases, application for timeline adjustments, submission of milestone and final reports (if requested by the Grantor), and submission of interim and final invoices in accordance with clause 12.
- (f) that without limiting the operation of any other provision in this Deed, the Recipient must ensure that all the Approved Purpose are carried out in accordance with any and all relevant work, health and safety Laws and any requirements imposed by any relevant Government Body.
- (g) to obtain, at its own cost, any and all necessary approvals from any relevant Government Body required to undertake the Approved Purpose including those relating to environmental, cultural, flora, fauna, and heritage matters.
- (h) to ensure that the design of the Approved Purpose is in accordance with the relevant Austroads' - Guide to Road Design.
- (i) to ensure that the design and installation of the Approved Purpose is in accordance with any applicable Australian Standard.
- (j) to participate in any funding evaluation that may be undertaken by the Grantor.
- (k) to ensure that signage (where practical to the nature of the works), indicates the source of funding in accordance with Australian Government guidelines. Signage will be funded by the Department of State Growth.
- (l) that in the event the full Grant amount is not required, the Recipient agrees to return all unspent funds to the Grantor.

## GLOSSARY

**“Acquittal”** means the accurate reporting on the funded expenditure at the completion of the Approved Purpose.

**“Application”** means the Recipient's Application and designs as approved by the Grantor.

**“Australian Standards”** means a standard published by Standards Australia Limited.

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

**“Final Report”** means a report provided by the Recipient to the Grantor detailing completion of the Approved Purpose.

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



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

# Agreed terms and conditions

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The parties agree as follows:

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## 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
- (a) 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:

- (h) the singular includes the plural and vice versa;
- (i) words importing a gender include all genders;
- (j) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (k) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (l) a reference to a group of persons includes a reference to any one or more of those persons;
- (m) 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;
- (n) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (o) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (p) 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;
- (q) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (r) 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;
- (s) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (t) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (u) 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;
- (v) 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;
- (w) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (x) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (y) 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
- (z) 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**

- (aa) An Item that has not been completed will be taken to be 'not applicable'.
- (bb) 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:

- (cc) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (dd) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (ee) 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

- (ff) (**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).
- (gg) (**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.
- (hh) (**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

- (ii) The Recipient must only use the Grant to undertake the Approved Purpose.
- (jj) 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.

- (kk) 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**

- (ll) 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.
- (mm) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (nn) 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:

- (oo) 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;
- (pp) any breach of this Deed by the Recipient; or
- (qq) 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:

- (rr) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (ss) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (tt) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
  - (v) 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;
  - (vi) this Deed is terminated by the Grantor in accordance with clause 9; or
  - (vii) 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**

- (uu) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (vv) 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:

- (ww) **(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.

- (xx) **(Failure to remedy breach):** If:
  - (viii) the Recipient breaches any of its obligations under this Deed;
  - (ix) the breach is capable of being remedied; and
  - (x) 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.
- (yy) **(Repudiation):** If the Recipient repudiates this Deed.
- (zz) **(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:
  - (xi) dies;
  - (xii) 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
  - (xiii) ceases to be of full legal capacity.
- (aaa) **(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:
  - (xiv) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
  - (xv) the Recipient is dissolved, wound-up or its registration is cancelled;
  - (xvi) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
  - (xvii) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (bbb) **(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

- (ccc) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (ddd) 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.
- (eee) 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.



- (fff) 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.

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## 11 GST

- (ggg) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (hhh) 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.
- (iii) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (jjj) 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.
- (kkk) 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.
- (lll) 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.
- (mmm) 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

- (nnn) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
- (xviii) in legible writing in the English language;
  - (xix) 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;
  - (xx) 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
  - (xxi) left or sent in accordance with clause 12.2.

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

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

- (rrr) Subject to clause 12.2(b), a Notice must be:
  - (xxii) left at the intended recipient's address set out in the Details;
  - (xxiii) 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;
  - (xxiv) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
  - (xxv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (sss) 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**

- (ttt) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
  - (xxvi) if left at the intended recipient's address, at the time of delivery;
  - (xxvii) 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;
  - (xxviii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
  - (xxix) 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.
- (uuu) 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.
- (vvv) 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**

(www) 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.

(xxx) 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:

(yyy) continue to be enforceable; and

(zzz) 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**

(aaa) This Deed may be entered into in any number of counterparts.

(bbb) A party may execute this Deed by signing any counterpart.

(ccc) 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**

(ddd) Nothing contained or implied in this Deed will:

(xxx) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

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

(xxxii) create, or be taken to create, an agency or trust.

(eeee) 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**

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

(gggg) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.

(hhhh) 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:

(iiii) operates independently of any other Right of the Grantor provided for in this Deed; and

(jjjj) 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**

(kkkk) 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.

(llll) 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

(mmmm) 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.

(nnnn) A request for consent or approval must be made in writing.

(oooo) A consent or approval for the purposes of this Deed is not effective unless given in writing.

(pppp) A consent or approval may be given subject to reasonable conditions.

(qqqq) 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

(rrrr) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:

(xxxiii) that are expressed to survive the termination of this Deed;

(xxxiv) that, at Law, survive the termination of this Deed; or

(xxxv) 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).

(ssss) 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.

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

**Executed as a deed**

# Signing

## Execution by the Grantor

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

Signature: →	<input type="text"/>		
	Being a person who has authority to sign this Deed on behalf of the Grantor		
*Print name and position:	<input type="text"/>	Witness' signature: →	<input type="text"/>
		*Witness print name and position:	Public Servant
*Use BLOCK LETTERS		*Witness print address:	4 Salamanca Place Hobart Tas 7000

## Signing by the Recipient

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

	a)		
General Manager's signature: →	<input type="text"/>		<input type="text"/>
Print Name*	<input type="text"/>	Seal: →	

\*Use BLOCK LETTERS



# Memorial Avenue Precinct Development Kempton

## Revised Concept Plan

developed by

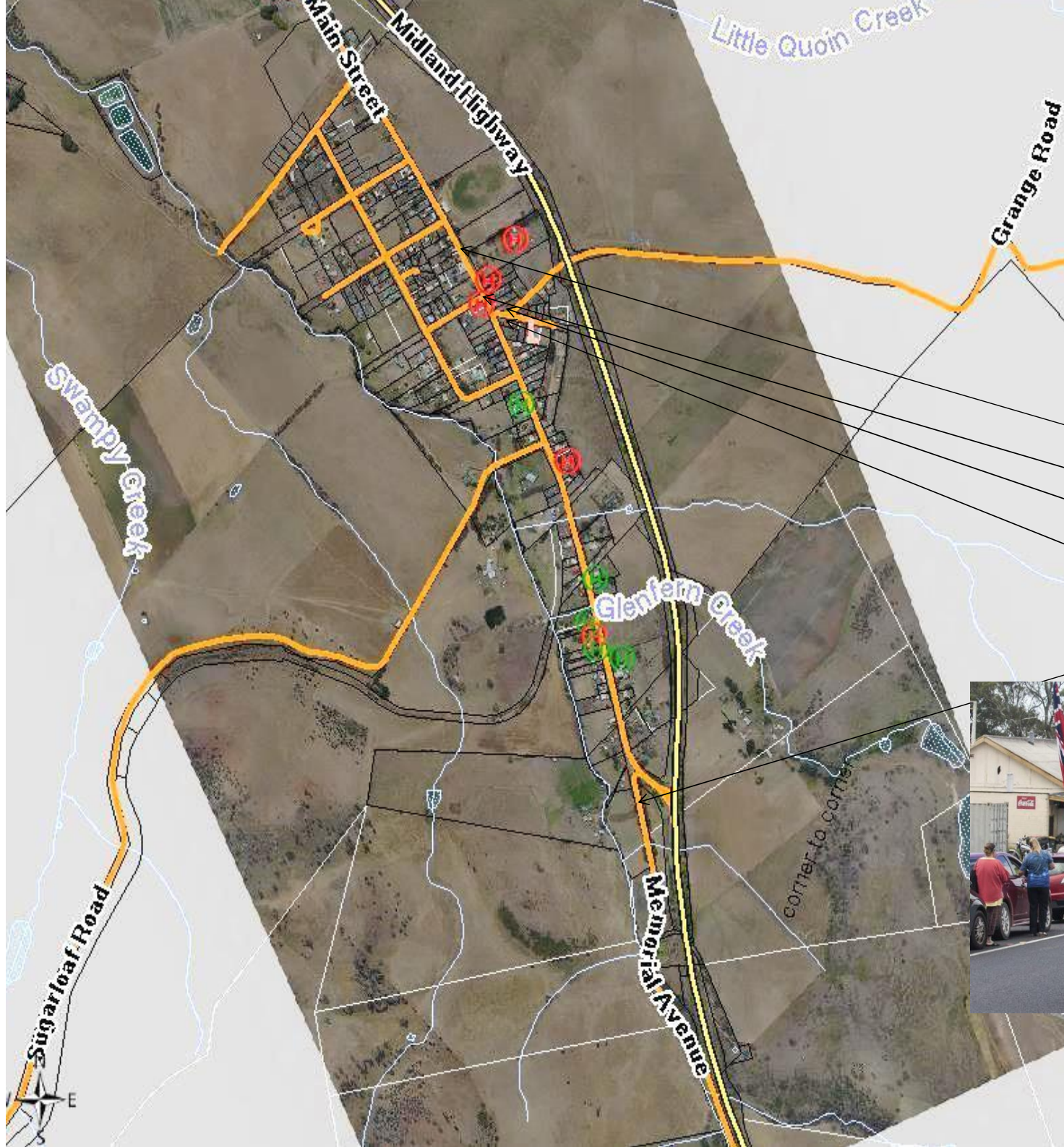
**Southern Midlands Council Memorial Trees Committee**



January 2018

*Enquiries in relation to this Precinct Develop should be directed to Andrew Benson, Deputy General Manager  
[abenson@southernmidlands.tas.gov.au](mailto:abenson@southernmidlands.tas.gov.au) 0429 852 730*





Provide an ephemeral linkage between the Memorial Elements in the Kempton Village  
*Kempton School*  
*Victoria Memorial Hall*  
*RSL Memorial*  
*Council Chambers*  
*Memorial*  
*Memorial Avenue*

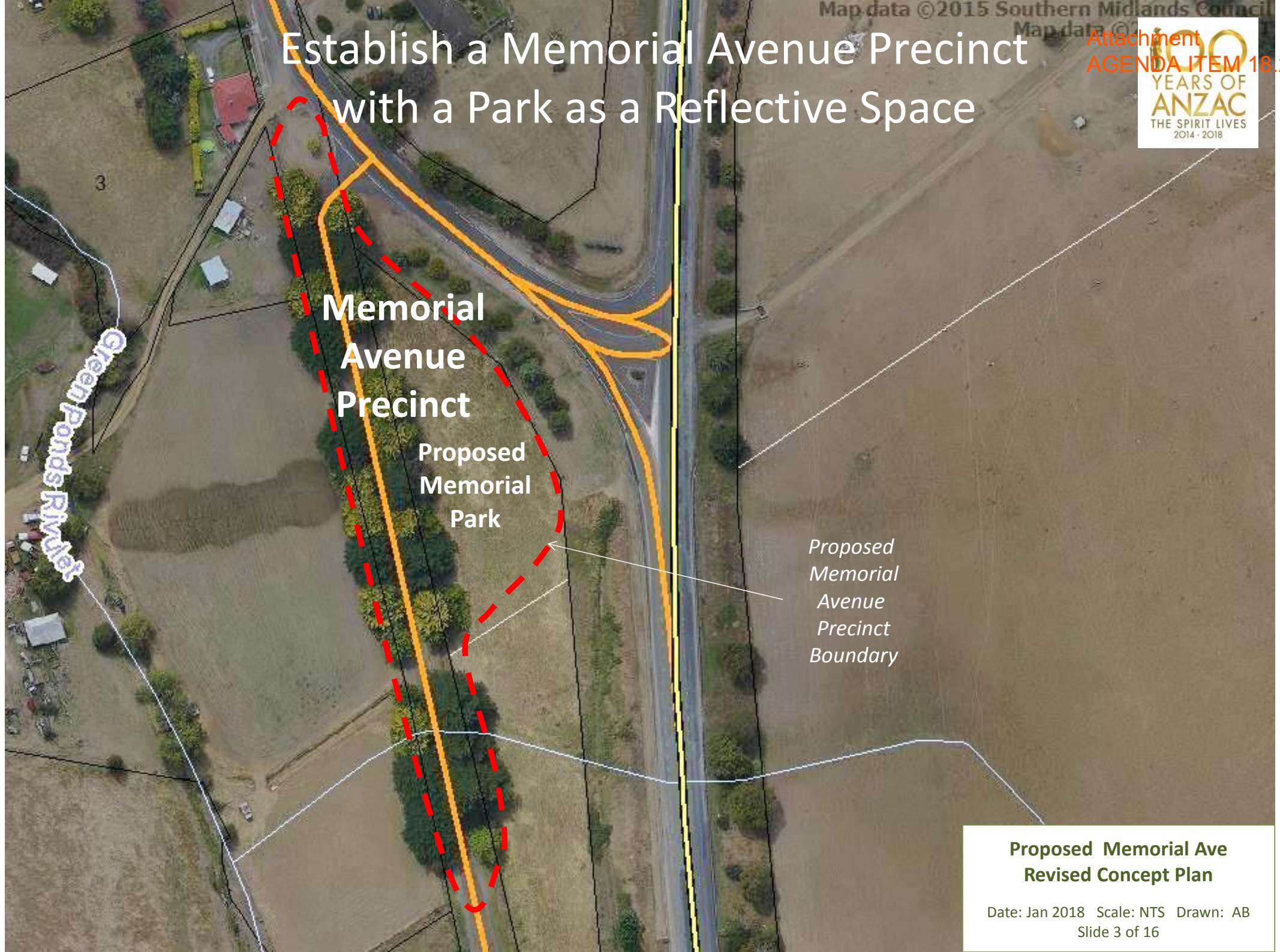


**Memorial Ave  
Conceptual Linkages**  
Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 2 of 16





# Establish a Memorial Avenue Precinct with a Park as a Reflective Space



**Memorial Avenue Precinct**

**Proposed Memorial Park**

*Proposed Memorial Avenue Precinct Boundary*

**Proposed Memorial Ave Revised Concept Plan**  
Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 3 of 16



Map data ©

Main Street

Attachment  
AGENDA ITEM 18.2



# Site Plan – Memorial Park

## Memorial Park

(This land has been kindly donated to the project by Tim & Tania Hoskinson)  
approximately 1 acre

Gated  
entrance

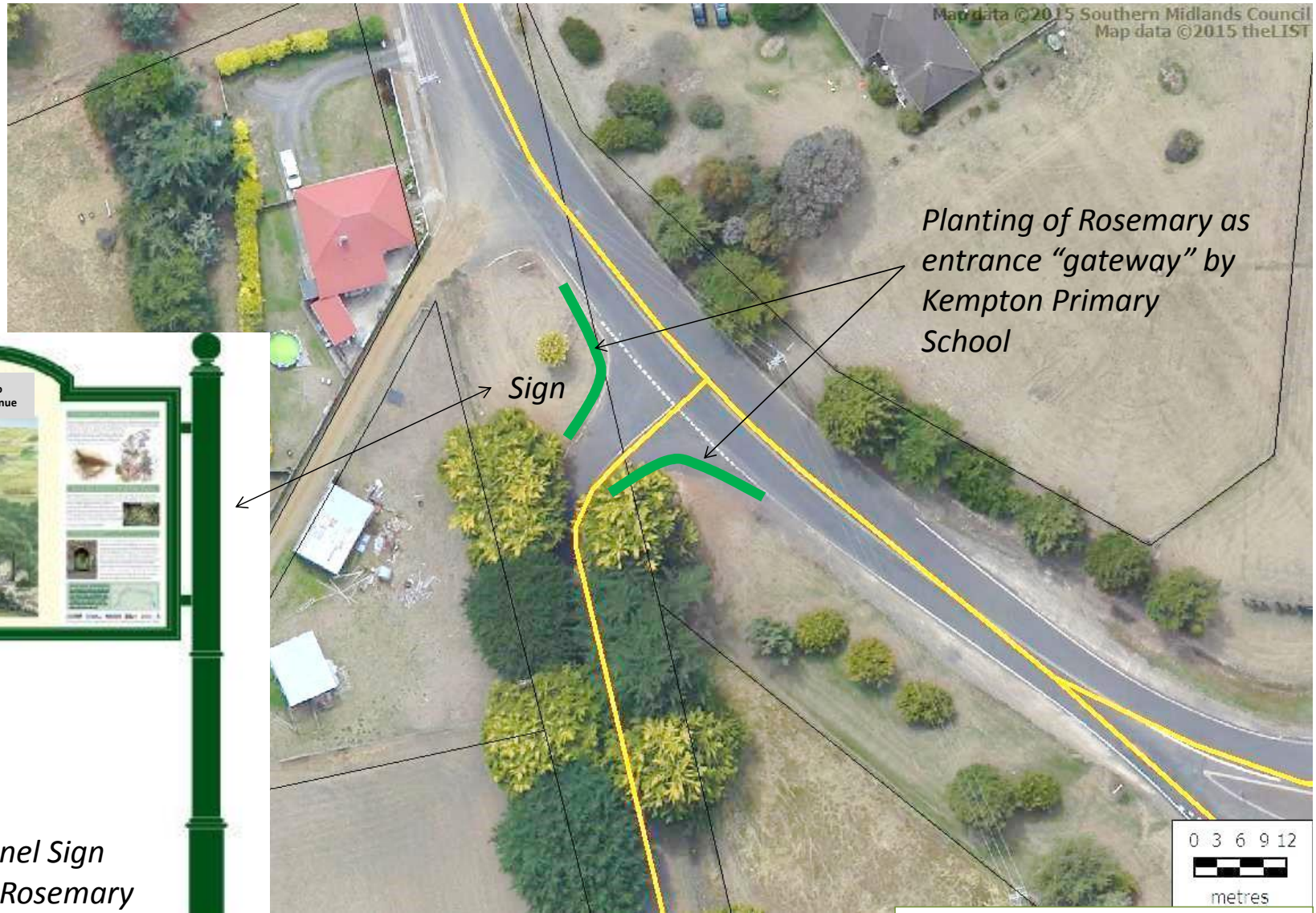
**Proposed Memorial Ave  
Concept Plan**

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 4 of 16



# Memorial Avenue Entrance & Signage

**NOTE:**  
This element of the Precinct Development has been funded in the 2017/18 budget refer also to Slides 14 and 15



Planting of Rosemary as entrance "gateway" by Kempton Primary School

Sign

Entrance Panel Sign  
nestled in the Rosemary

**Proposed Memorial Ave  
Concept Plan Elements**

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 5 of 16

# Structure in the Park - A Reflective Retreat

Located in Memorial Park



The Pre-embarkation Camps in Egypt  
circa 1914

## Proposed Marque Styled Structure to reflect the Pre-embarkation Camps in Egypt

A Grant funding application has been lodged for the construction of this element of the Concept Plan through the State Government's Community Infrastructure Fund – Minor Grant Program with it sited in the proposed Memorial Park

This grant has been success and should be completed by April  
2018



### Proposed Memorial Ave Concept Plan Elements

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 6 of 16



# Rosemary Plantings at Memorial Avenue

Provided and Propagated by Kempton Primary School Students



*Within the Memorial Park  
(maybe, if the Community take ownership & maintain it)*



*Planting at the Entrance of Memorial Avenue*

## Proposed Memorial Ave Concept Plan Elements

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 7 of 16



# Sculpture Thoughts for the Memorial Ave Site

Located in Memorial Park

Similar in Style to the *Shadows of the Past* on the Heritage Highway  
created by Folko Kooper from Rural Design, Mangalore



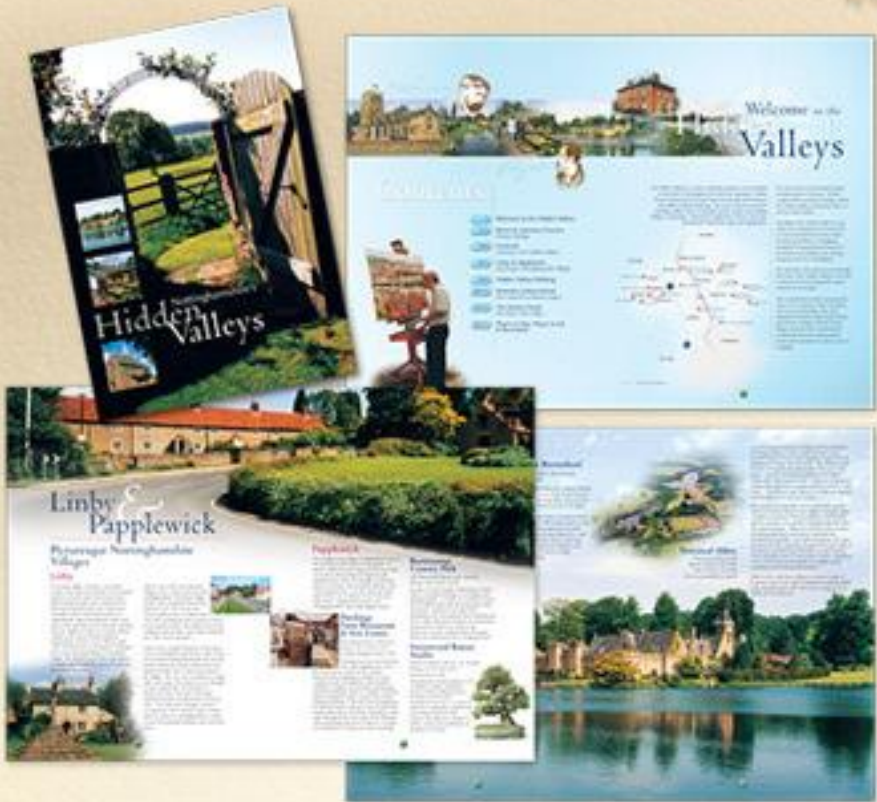
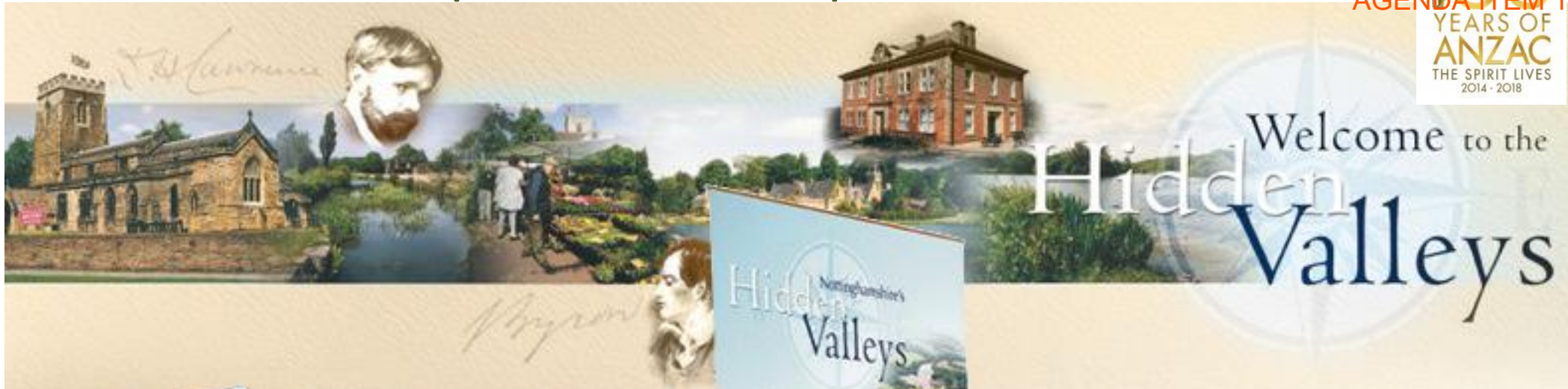
**Proposed Memorial Ave  
Concept Plan Elements**

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 8 of 16



# Site Interpretation Examples in Memorial Park

Attachment  
AGENDA ITEM 18.2  
100  
YEARS OF  
ANZAC  
THE SPIRIT LIVES  
2014 - 2018



**Proposed Memorial Ave  
Concept Plan Elements**  
Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 9 of 16



## Existing Fence Setback from the Memorial Trees



The fences on this side will be set back 4m from the centre of the trees

### Proposed Memorial Ave Concept Plan Elements

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 10 of 16



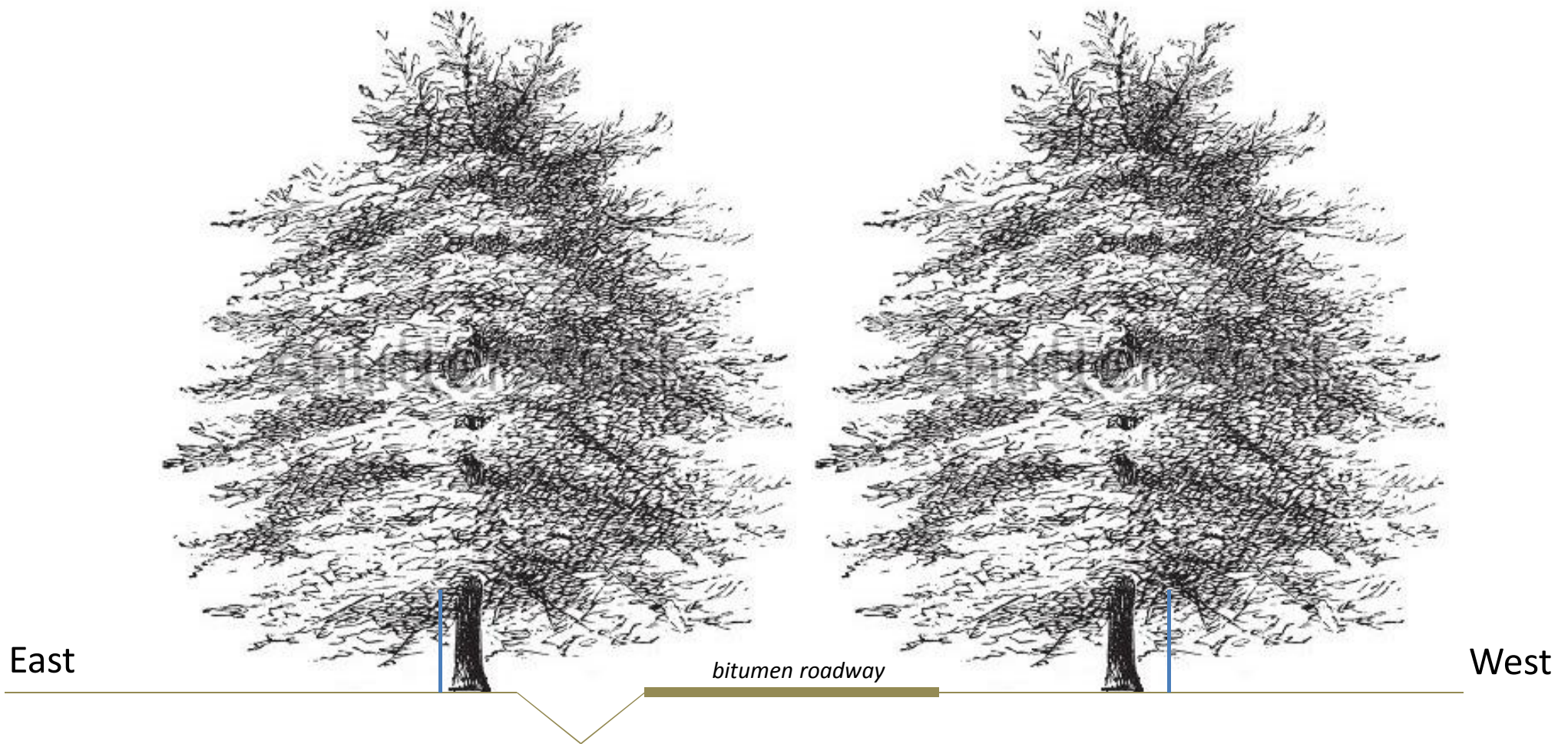
# Proposed Fencing Options to be Setback from the Trees and Around the Boundary



Maintenance considerations need be taken into account as a Community / Council responsibility

**Proposed Memorial Ave  
Concept Plan Elements**

Date: Jun 2018 Scale: NTS Drawn: AB  
Slide 11 of 16



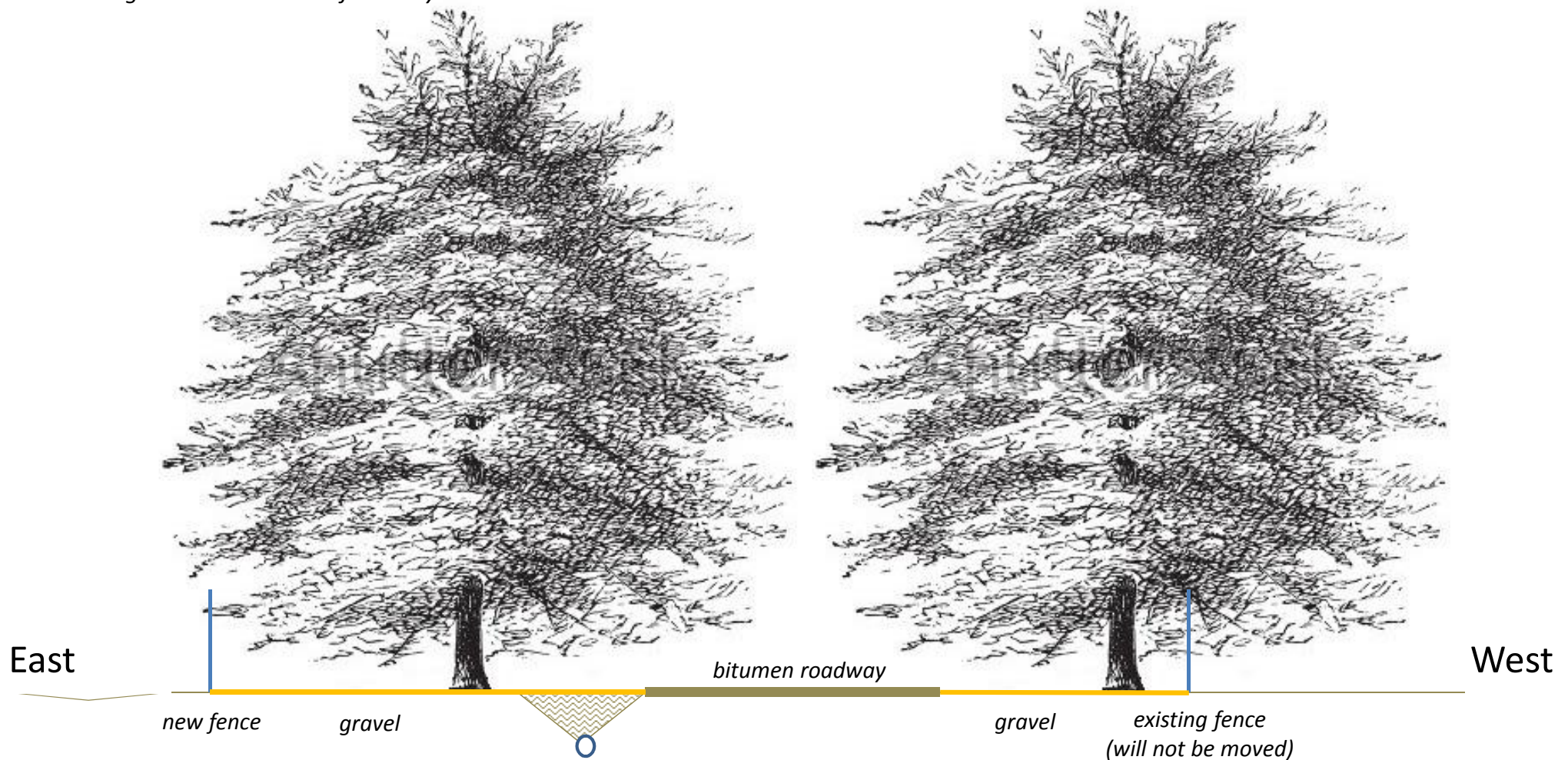
**Existing Memorial Avenue Cross Section**

**Proposed Memorial Ave  
Concept Plan**

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 12 of 16

**NOTE:**

1. Relocate the fence line on the Eastern side to be 4m from the centre of the trees
2. Construct new fences to specification.
3. Fill the existing open drain and provide a pipeline to the invert
4. Provide sand coloured gravel to the base of the trees from the fence line to the edge of the road pavement for the length of the Avenue 75mm deep.
5. Construct a cut-off drain at the highway batter plus shallow swales in Memorial Park to divert surface runoff to the stormwater drains in Memorial Avenue
6. Regular maintenance of trees by Council



### Proposed Memorial Avenue Cross Section

### Proposed Memorial Ave Concept Plan

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 13 of 16



# Suggestions for the Entrance to Memorial Avenue

## Existing Arrangements

Map data © 2015 Southern Midlands Council

Attachment  
AGENDA ITEM 18.2



**Proposed Memorial Ave  
Concept Plan**

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 14 of 16



# Agreed Arrangement for the Entrance to Memorial Avenue

replace the existing kerb

grassed area loamed, sown, watered and well looked after

new gravel footpath

new flagpole

sign

replace /repair the existing kerb

relocate existing sign to this new location

**NOTE:**

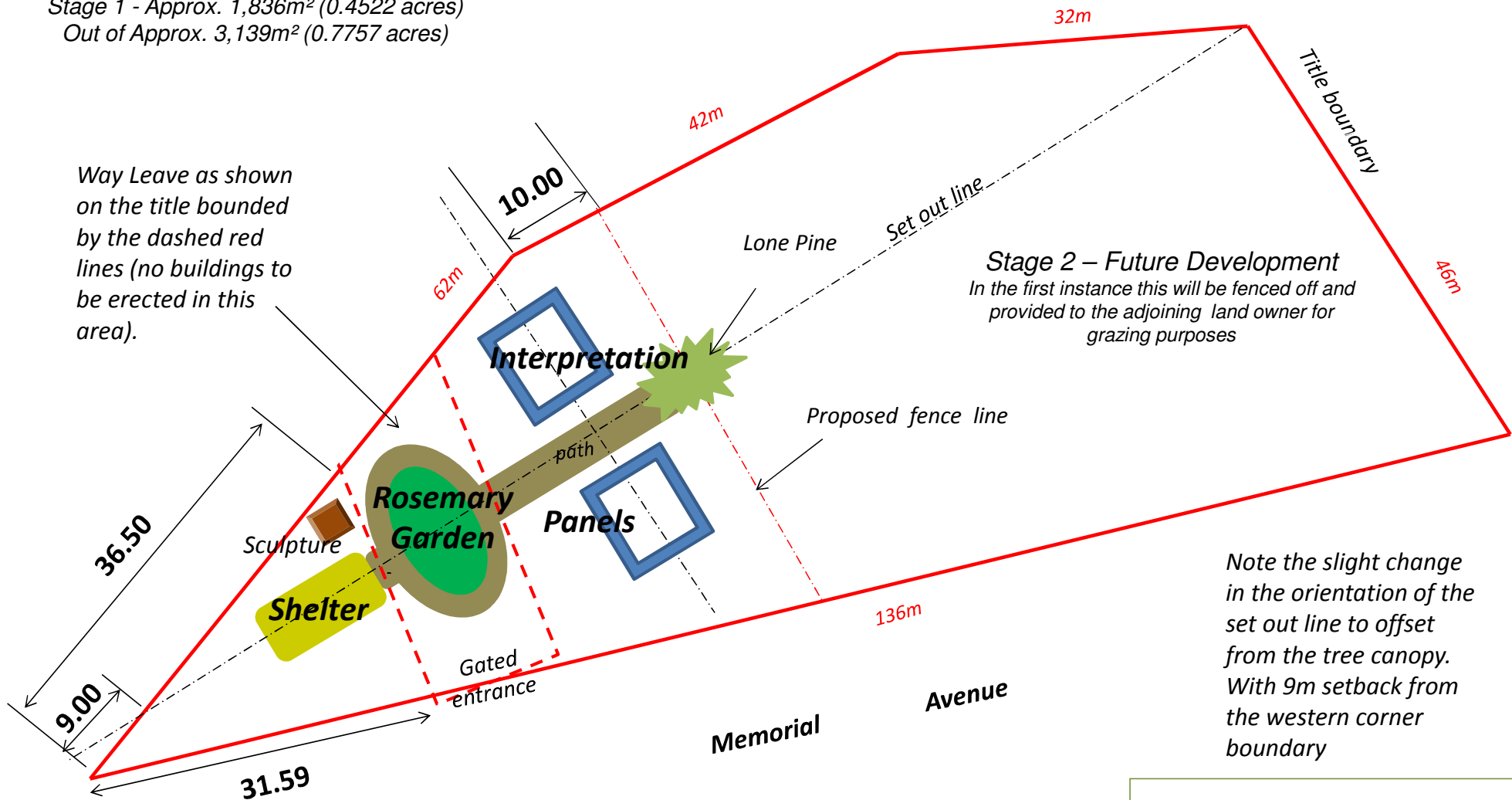
1. These roadworks have been budgeted for the 2017/18 financial year.
2. The sign is being funded by a kind donation from Philip & Yvonne Morrell



**Proposed Memorial Ave  
Concept Plan**

Date: Jan 2018 Scale: NTS Drawn: AB  
Slide 15 of 16

**Proposed Area of  
 Memorial Park Development**  
 Stage 1 - Approx. 1,836m<sup>2</sup> (0.4522 acres)  
 Out of Approx. 3,139m<sup>2</sup> (0.7757 acres)



**Memorial Park Proposed Layout  
 Agreed Set Out**  
 Date: Jan. 2018 Scale: NTS Drawn: AB  
 Slide 16 of 16



## **DEED OF SALE PURSUANT TO SECTION 9 OF THE “LAA”**

---

**TIMOTHY EDWARD HOSKINSON**  
 (“Transferor”)

AND

**SOUTHERN MIDLANDS COUNCIL**  
 (ABN 49 364 600 561)  
 (“Council”)

---

**ABETZ CURTIS**  
 Lawyers

**83 Davey Street, Hobart Tas 7000**  
 Tel: (03) 6223 8955  
 Fax (03) 6234 9640



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## DETAILS

**Date of Deed**                      **The**                                      **day of**                                      **2021**  
**Parties**

---

### TIMOTHY EDWARD HOSKINSON

Name                      Timothy Hoskinson  
Address                      PO Box 95, KEMPTON TAS 7030  
Phone                      0408 038 331  
**(“Transferor”)**

---

### SOUTHERN MIDLANDS COUNCIL

Name                      Southern Midlands Council  
Address                      PO Box 21, Oatlands TAS 7120  
Contact                      Andrew Benson  
Phone                      (03) 6254 5060  
**(“Council”)**

---

## BACKGROUND

- A. The Transferor is the registered proprietor of the Land.
- B. Pursuant to section 9 of the *Lands Acquisition Act 1989* (“**the LAA**”), the Council and the Transferor have agreed that Council will purchase the Land from the Transferor for a nominal sum of ONE DOLLAR (\$1.00).
- C. Council will use the Land to create the Memorial Avenue Precinct Development.

## AGREED TERMS

---

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Deed unless the contrary intention appears:

**Business Day** means any week day on which banks are generally open for business in Hobart, Australia.

**Completion** means the transfer of the Land in accordance with clause 3.

**Completion Date** means 30 days from Recorder of Titles registering the Land Plan or such other date as agreed by the parties in writing following satisfaction or waiver of the conditions precedent in this Deed.

**Council's Solicitors** means Abetz Curtis Lawyers of 83 Davey Street, Hobart Tasmania.

**Deed** means this document and includes any schedules, appendices and annexures to this Deed.

**Details** means the section of this Deed headed 'Details'.

**GST** has the meaning given in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and the related imposition Acts of the Commonwealth.

**LAA** means the *Land Acquisition Act 1993*.

**Land** means that portion of the Title as depicted on the Land Plan by the notation "Public Open Space".

**Land Plan** means the plan annexed at Annexure A.

**Council** means the party described as such in the Details.

**Title** means Folio of the Register Volume 108567/7

## 1.2 Interpretation

- (a) A reference to:
- (i) one gender includes the other;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes a body corporate;
  - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
  - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
    - (A) that Statutory Provision as amended or re-enacted from time to time;
    - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
    - (C) another regulation or other statutory instrument made or issued under that Statutory Provision; and
  - (vi) money is to Australian dollars, unless otherwise stated.
- (b) "Including" and similar expressions are not words of limitation.

- (c) A reference to a clause or schedule is a reference to a clause of or a schedule of this Deed.
- (d) A reference to an agreement or document (including, without limitation, a reference to this Deed) is to this agreement or document as amended, novated or replaced.
- (e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (f) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.
- (g) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Deed or the inclusion of a provision in this Deed.
- (h) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (i) All references to time are to Australian Eastern Standard time.

---

## **2 AGREEMENT TO TRANSFER**

### **2.1 Transfer of Land and Easements**

The Transferor agrees to transfer and Council, in exercise of its power under section 9 of the LAA to purchase by agreement, agrees to accept the Land free from encumbrances for the sum of ONE DOLLAR (\$1.00) (“**Consideration**”).

### **2.2 Vacant Possession**

On Completion the Transferor must ensure that Council obtains vacant possession of the Land.

---

## **3 COMPLETION**

### **3.1 Time and Place**

Completion will take place on the Completion Date at the offices of the Council’s Solicitors or such other time and place as the Transferor and Council may agree in writing.

### **3.2 Transferor’s Obligations at Completion**

At Completion, the Transferor must deliver or cause to be delivered to the Council:

- (a) an executed memorandum of transfer for the transfer of the Land;  
 (“**Transfer**”).
- (b) a production slip enabling Council to obtain the Certificate of Title for the Land;
- (c) Partial Discharge of Mortgages (C278318 and C900761)
- (d) the Transferor Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office, required by Council for assessment and payment of duty on and registration of the Transfer; and
- (e) any other document which Council reasonably requires to obtain title to the Land.

### **3.3 Council’s Obligations at Completion**

At Completion, contemporaneously with satisfaction of the Transferor’s obligations under clauses 3.2, Council shall pay (or cause to be paid) the Consideration as prescribed in clause 2.1.

---

## **4 EASEMENTS AND COVENANTS**

The Land is sold:

- (a) together with all easements and covenants benefiting it;
- (b) subject to all easements which are:
  - (i) registered; or
  - (ii) apparent from an inspection of the Land; and
- (c) subject to all easements and covenants disclosed in this Deed.

---

## **5 TITLE**

The Transferor warrants to Council that, at Completion:

- (a) The Transferor will provide a good marketable documentary title to the Land;
- (b) The Land will be the absolute property of the Transferor, or the Transferor will have the power to require a transfer of the Title to Council; and

- (c) the Land will be free from charges payable to any authority either now or in the future for anything which has occurred before this date. The Transferor indemnifies Council against all liability of that kind.

---

## **6 PAYMENT AND APPORTIONMENT OF CHARGES**

- (a) The Transferor must pay all land tax, rates, charges and assessments charged or to be charged against the Land for the period ending on the 30<sup>th</sup> of June after completion.
- (b) All payments made by the Transferor under the preceding subclause must be apportioned as at the date of the gazettal of a Notice of Acquisition by Council.
- (c) Land tax must be apportioned as if the Land was the Transferor's only Tasmanian land.

---

## **7 RIGHTS AFTER COMPLETION**

After completion each party retains the benefit of all provisions requiring or contemplating that the other party do something after completion.

---

## **8 RELEASE**

At Completion the Transferor releases Council from all claims and disputes, suits, proceedings or liabilities of any nature (including interest, legal costs and all other costs under the LAA) which the Transferor may now make or but for this Deed may have made in the future in respect of the Land and this Deed may be pleaded as any part or action claim or proceedings to be brought by the Transferor.

---

## **9 SURVEY PLAN**

Council will prepare the documentation for registration of the transfer of the Land and the Transferor acknowledges and agrees that the Land Plan is a draft plan only and prepared for identification purposes. The Transferor will not object to any minor variations to the Land Plan required by Council's surveyor or the Recorder of Titles.

---

## **10 EXECUTION OF DOCUMENTS**

The Transferor will do all things and sign all documents necessary to enable the transfer of the Land.

---

## **11 RESTRICTION ON TRANSFER**

The Transferor must not transfer, mortgage, charge or encumber any part of the Land prior to the registration of the Transfer as contemplated by this Deed.

---

## **12 COSTS**

Council will pay all reasonable surveying, valuation, stamping and the Transferor's reasonable legal costs associated with this Deed and the Transfer.

---

## **13 JOINT AND SEVERAL LIABILITY**

Any liability of a party to this Deed attaches jointly and severally to each person or corporation named as comprising that party.

---

## **14 ENTIRE AGREEMENT**

This Deed constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, negotiations and understandings between the parties in relation to its subject matter.

---

## **15 GST**

### **16.1 Payments exclusive of GST**

Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.

### **16.2 Payment of GST**

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.

### **16.3 Tax Invoice**

A party's right to payment under clause 16.2 (Payment of GST) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

### **16.4 Definitions**

Expressions defined in the GST Act have the same meaning when used in this clause 16.

---

## 16 NOTICES

### 17.1 Form

Any notice, consent, approval, waiver and other communications to be given under or in connection with this Deed must be in writing, signed or clearly sanctioned by an authorised officer of the sender and marked for the attention as set out or referred to in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### 17.2 Delivery

They must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid post to the address set out or referred to in the Details; or
- (c) sent by fax to the fax number set out or referred to in the Details;

However, if the intended recipient has notified a changed postal address, changed fax number, then the communication must be to that postal address or fax number.

### 17.3 When effective

They take effect from the time they are received unless a later time is specified in them.

### 17.4 Receipt – postal

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

### 17.5 Receipt – fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

### 17.6 Receipt – general

Despite clause 17.4 (Receipt – postal) and 17.5 (Receipt – fax), if they are received after 5pm in the place of receipt or on a non-Business Day, they are taken to be received at 9am on the next Business Day.

---

## 17 GENERAL

### 18.1 Amendments

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

### 18.2 Assignment



A party cannot assign or otherwise transfer any of its rights under this Deed without the prior written consent of each other party.

### **18.3 Consents**

Unless this Deed expressly provides otherwise, a consent under this Deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

### **18.4 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 Deed.

### **18.5 Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

### **18.6 Waivers**

The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### **18.7 Severance**

If anything in this Deed is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force, unless the severance would change the underlying principal commercial purpose or effect of this Deed.

### **18.8 Exclusion of relationships**

The parties acknowledge and agree that this Deed and the performance of this Deed does not represent or imply a partnership, agency, fiduciary relationship, joint venture, distribution or any other category of commercial or personal relationship between the parties recognised at law or in equity as giving rise to forms of specific rights and obligations.

---

## **18 GOVERNING LAW AND JURISDICTION**

### **19.1 Governing law**

The laws of Tasmania govern this Deed.

**19.2 Jurisdiction**

The parties submit to the non-exclusive jurisdiction of the courts of Tasmania.

**SIGNING PAGE**

**EXECUTED** as a Deed

Signed by TIMOTHY EDWARD     )  
HOSKINSON in the presence of     ) .....

Witness sign .....

Witness name .....

Witness address .....

.....

THE COMMON SEAL of the     )  
SOUTHERN MIDLANDS COUNCIL     )  
was affixed in the presence of     )

Witness sign .....

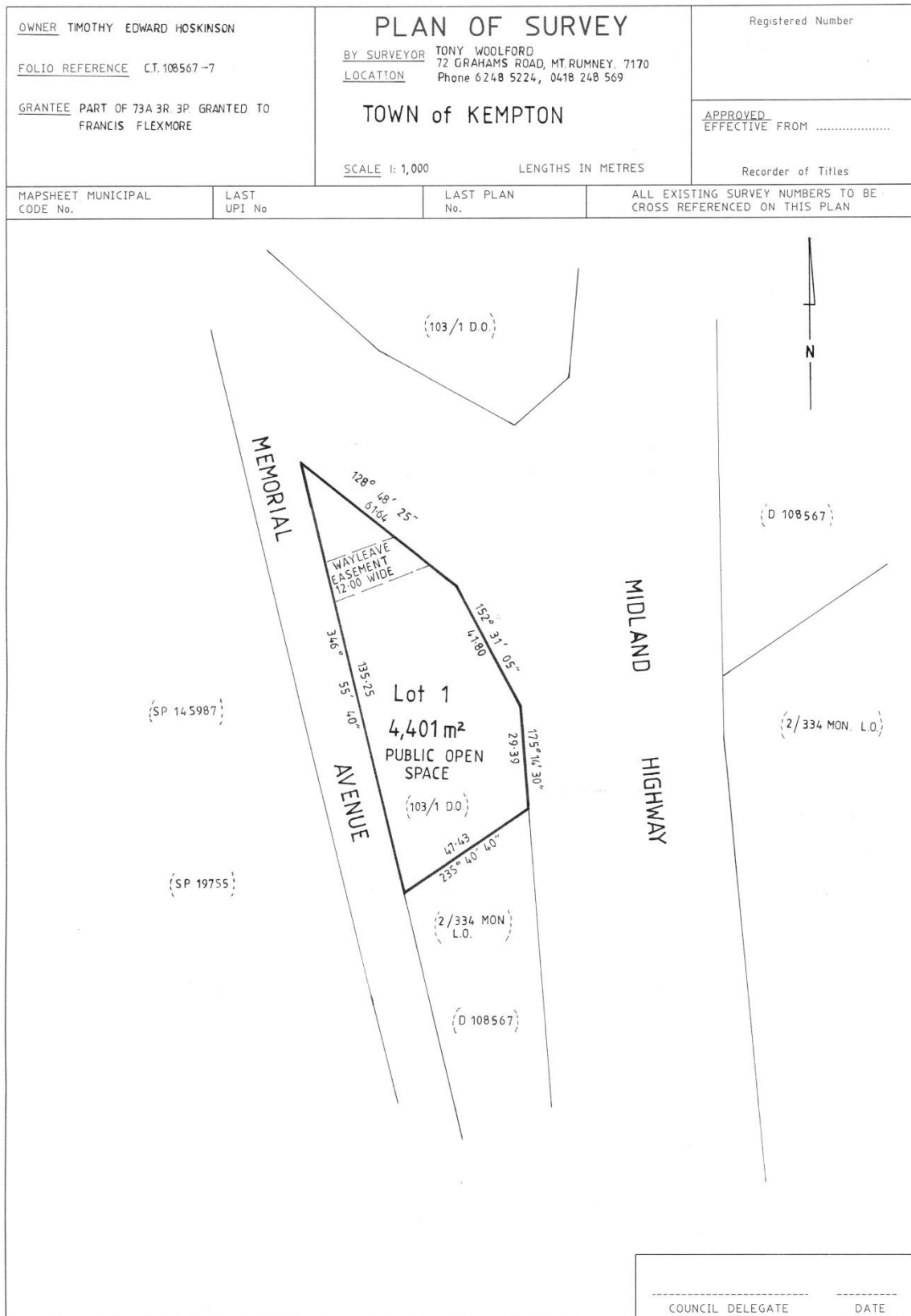
Witness name .....

Witness address .....

.....

**ANNEXURE A**

**Land Plan**



(1-1)