

AGENDA ATTACHMENTS

21ST JANUARY 2020

ORDINARY COUNCIL MEETING HAMILTON COUNCIL CHAMBERS

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Draft Minutes – ORDINARY MEETING – 3rd December 2019

Draft Minutes of an Open Ordinary Meeting of Central Highlands Council held at Bothwell Council Chambers, on Tuesday 3rd December 2019, commencing at 9am.

1.0 **OPENING**

The Mayor advises the meeting and members of the public that Council Meetings, not including Closed Sessions, are audio recorded and published on Council's Website.

Mayor L Triffitt opened the meeting at 9.00am.

2.0 PRESENT

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer (arrived at 9.01am), Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner, Clr J Poore, Mrs Lyn Eyles (General Manager), Mr Adam Wilson (Deputy General Manager) and Mrs Michaela Herbert (Minutes Secretary).

3.0 APOLOGIES

NIL

4.0 PECUNIARY INTEREST DECLARATIONS

In accordance with Regulation 8 (7) of the Local Government (Meeting Procedures) Regulations 2015, the Mayor requests Councillors to indicate whether they or a close associate have, or are likely to have a pecuniary interest (any pecuniary or pecuniary detriment) or conflict of interest in any Item of the Agenda.

Cir S BowdenItem 16.4 NOTICE BOARD AT MIENA WASTE TRANSFER STATIONCir A CampbeliItem 16.4 NOTICE BOARD AT MIENA WASTE TRANSFER STATION

5.0 CLOSED SESSION OF THE MEETING

Regulation 15 (1) of the *Local Government (Meeting Procedures) Regulations 2015* states that at a meeting, a council by absolute majority, or a council committee by simple majority, may close a part of the meeting to the public for a reason specified in sub-regulation (2).

As per *Regulation 15 (1) of the Local Government (Meeting Procedures) Regulations 2015*, this motion requires an absolute majority

Moved: Clr J Honner

Seconded: Clr A Campbell

THAT pursuant to *Regulation 15 (1) of the Local Government (Meeting Procedures) Regulations 2015*, Council, by absolute majority, close the meeting to the public to consider the following matters in Closed Session:

ltem Number	Matter	Local Government (Meeting Procedures) Regulations 2015
1		Regulation 15 (2)(g) – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential

2	Confidential Report from the General Manager	Regulation 15 (2)(g) – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
3	Tenders 04/19	Regulation 15 (2) (d) – contracts, and tenders, for the supply of goods and services and their terms, conditions, approval and renewal
4	Consideration of Matters for Disclosure to the Public	Regulation 15 (8) - While in a closed meeting, the Council, or Council Committee, is to consider whether any discussions, decisions, reports or documents relating to that closed meeting are to be kept confidential or released to the public, taking into account privacy and confidentiality issues

CARRIED BY ABSOLUTE MAJORITY

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

Mrs Michaela Herbert left the meeting at 9.04am.

5.1 MOTION OUT OF CLOSED SESSION

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT the Council:

(1) Having met and dealt with its business formally move out of the closed session; and

(2) Resolved to report that it has determined the following:

ltem Number	Matter	Outcome
1	Confirmation of the Closed Session Minutes of the Meeting held on 19 November 2019	Closed Session Minutes of 19 November 2019 were confirmed
2	Confidential Report from the General Manager	Council discussed and noted the contents of the report
3	Tenders 04/19	Tender 04/19 Bothwell Stormwater Upgrade - That Council accepted the tender from Bullock Civil Contracting
4	Consideration of Matters for Disclosure to the Public	Matters were considered

CARRIED BY ABSOLUTE MAJORITY

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

OPEN MEETING TO PUBLIC

The meeting opened to the public at 10.14am.

Mrs Michaela Herbert returned to the meeting at 10.14am.

Mr Justin O'Connor, Mr Sean Riley, Mr Craig Selkirk, Ms Depha Mediecke, Mr Brett Gleeson, Mr Chris Merridew, Ms Eve Lazarus (Derwent Catchment Project), Ms Jaqui Tyson (Contract Planner), Mr Graham Rogers (Manager of Development & Environmental Services) entered the meeting at 10.14am. Mr James Headlam entered the meeting at 10.17am. Mr Adam Wilson returned to the meeting at 10.17am.

6.0 **DEPUTATIONS**

10.15 – 10.21am Derwent Catchment Co-ordinator, Eve Lazarus, discussed the "Better Regions Grant" and including the Central Highlands.

Moved: Clr J Poore

Seconded: Clr A Campbell

THAT Council allow the Derwent Catchment Project to use the remaining project monies from Council to support the "Better Regions Grant".

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

Ms Eve Lazarus left the meeting at 10.22am.

6.1 PUBLIC QUESTION TIME

NIL

7.0 MAYORAL COMMITMENTS

13 th November 2019	Meeting with GM & Bothwell Medical Practice
14 th November 2019	
15 th November 2019	Business of Council
	Meeting with Dr Lumsden and Gm
	Meeting with Councillors x 2
18 th November 2019	
19 th November 2019	Opening Tenders with GM
	Ordinary Meeting of Council – Hamilton
20 th November 2019	
23 rd November 2019	Highlands Bushfest
	7HOFM Radio Interview
24 th November 2019	
26 th November 2019	Special Planning Committee Meeting – Bothwell
	ABC Radio Interview
	Australia Day Meeting – Hamilton
	Tele Meeting with CHC Planner
27 th November 2019	Swimming Pool Committee Meeting – Bothwell
	Cemetery Committee Morning tea
	Community Luncheon Bothwell

NOTED

COUNCILLOR COMMITMENTS 7.1

CIr A Bailey

17 th September 2019	Ordinary Council Meeting – Hamilton
15 th October 2019	Ordinary Council Meeting – Bothwell
21 st October 2019	Tassal visit – Huonville
22 nd October 2019	DPIPWE BIO Security Workshop – Bothwell
28 th October 2019	Lake Malbena Workshop – Hamilton
30 th October 2019	Waste Committee (look at Jim Allwright)
19 th November 2019	Ordinary Council Meeting – Hamilton
26 th November 2019	Planning Meeting - Bothwell
26 th November 2019	Australia Day Meeting – Hamilton
29 th November 2019	Hatch Meeting – Ouse
3 rd December 2019	Ordinary Council Meeting – Bothwell

Clr R Cassidy

19th November 2019 Ordinary Council Meeting – Bothwell 26th November 2019 Special Planning Committee Meeting (Part Attendance) – Bothwell

CIr J Honner

19th November 2019 Ordinary Council Meeting – Hamilton 20th November 2019 Central Highlands Visitors Centre Management Committee Meeting – Bothwell 26th November 2019 Special Planning Committee Meeting – Bothwell

Clr J Poore

15 th October 2019	Council Meeting – Bothwell
18 th October 2019	Visitors Centre display set up
22 nd October 2019	Audit Panel Meeting – Hamilton
28 th October 2019	Meeting – Hamilton
30 th October 2019	Waste / Refuse Meeting Bothwell
4 th November 2019	Visitors Centre display set up.
13 th November 2019	Visitors Centre meeting with volunteers.
19 th November 2019	Council Meeting – Hamilton
20 th November 2019	Visitors Centre Committee Meeting
23 rd November 2019	Highlands Bushfest – Bothwell
24 th November 2019	Highlands Bushfest – Bothwell
26 th November 2019	Planning Committee Meeting – Bothwell
27 th November 2019	Swimming Pool Committee Meeting – Bothwell
	Meeting with Goldwind – Bothwell
3 rd December 2019	Ordinary Council Meeting – Bothwell
Cir A Campbell	

19 th November 2019	Ordinary council meeting- Hamilton
20 th November 2019	Meeting with Corumbene at Hamilton with GM and Mayor
26 th November 2019	Special Planning meeting, Bothwell
	Swimming pool meeting at Bothwell
	Cemetery Committee Morning tea at Bothwell

NOTED

7.2 **GENERAL MANAGER'S COMMITMENTS**

- 20th November 2019 Meeting Corumbene with Mayor & Clr Campbell
- 23rd November 2019 Highlands Bushfest
- 24th November 2019 Highlands Bushfest
- 26th November 2019 Planning Committee Meeting 27th November 2019 Swimming Pool Committee M Swimming Pool Committee Meeting **Cemetery Committee Meeting**

NOTED

7.3 DEPUTY GENERAL MANAGER'S COMMITMENTS

20th November 2019 Central Highlands Visitor Centre Management Committee Meeting 22nd November 2019 Local Government Work Health and Safety Meeting

28th November 2019 Sharing Service Meeting

3rd December 2019 Ordinary Council Meeting

NOTED

8.0 NOTIFICATION OF COUNCIL WORKSHOPS HELD

NIL

8.1 FUTURE WORKSHOPS

11th February 2020 Council Workshop – Mobile coverage Central Highlands (Telstra Mr Patterson)

NOTED

9.0 MAYORAL ANNOUNCEMENTS

Please note change to item 17.1 – Meeting with Hon Mark Shelton MP has been rescheduled to Thursday 12 December at 11.00am at the Bothwell Council Chambers.

Please note change to item 17.2 – Meeting with National Wind Farm Commissioner Mr Andrew Dyer and Mr Euikuk Park has been rescheduled to Tuesday 10 December at 10.30am at the Hamilton Council Chambers.

The Mayor announced that the "Pub With No Beer" corner construction has finally started.

10.0 MINUTES

10.1 RECEIVAL DRAFT MINUTES ORDINARY MEETING

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT the Draft Minutes of the Open Council Meeting of Council held on Tuesday 19th November 2019 be received.

CARRIED

FOR the Motion:

10.2 CONFIRMATION OF MINUTES ORDINARY MEETING

Moved: Clr A Campbell

Seconded: Clr J Poore

THAT the Minutes of the Open Council Meeting of Council held on Tuesday 19th November 2019 be confirmed.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

10.3 RECEIVAL DRAFT MINUTES CENTRAL HIGHLANDS VISITOR CENTRE MANAGEMENT COMMITTEE MEETING

Moved: Clr J Poore

Seconded: Clr J Honner

THAT the Draft Minutes of the Central Highlands Visitor Centre Management Committee Meeting held on Wednesday 20th November 2019 be received.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

10.4 RECEIVAL DRAFT MINUTES SPECIAL PLANNING COMMITTEE MEETING

Moved: Clr A Bailey

Seconded: Clr J Honner

THAT the Draft Minutes of the Special Planning Committee Meeting held on Tuesday 26th November 2019 be received.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

10.5 RECEIVAL DRAFT MINUTES SWIMMING POOL COMMITTEE MEETING

Moved: Clr J Poore

Seconded: Clr A Campbell

THAT the Draft Minutes of the Special Planning Committee Meeting held on Tuesday 26th November 2019 be received.

CARRIED

FOR the Motion:

10.6 RECEIVAL DRAFT MINUTES AUSTRALIA DAY COMMITTEE MEETING

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT the Draft Minutes of the Australia Day Committee Meeting held on Tuesday 26th November 2019 be received.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

11.0 BUSINESS ARISING

14.1	Correspondence sent to LGAT by Deputy General Manager
14.2	Correspondence sent by Manager Development & Environmental Services
14.3	Council defer this item to the Ordinary Meeting of Council in February
14.4	Correspondence sent by Manager Development & Environmental Services
14.5	Council defer this item to the Ordinary Meeting of Council in December
14.6	Council referred the item to the next Waste Management Committee for consideration
15.3	Correspondence sent by Works and Service Manager
15.6	Correspondence sent by Works and Service Manager
15.7	Policy updated on Council website
15.8	Policy updated on Council website
15.9	Policy revoked and removed from Council website
16.3	Policy updated on Council website
16.4	Correspondence sent by Deputy General Manager
16.5	Correspondence sent by Deputy General Manager
16.6	Correspondence sent by Deputy General Manager
16.7	Correspondence sent by Deputy General Manager
16.9	Correspondence sent by Deputy General Manager
16.10	Correspondence sent by Deputy General Manager
16.14	Correspondence sent by Deputy General Manager
16.15	Policy updated on Council website
16.16	Policy updated on Council website
16.17	Policy updated on Council website
16.18	Correspondence sent by Deputy General Manager
16.19	Policy updated on Council website
16.20	Policy updated on Council website
16.21	Correspondence sent by Deputy General Manager
17.1	Correspondence sent by Deputy General Manager
17.2	Correspondence sent by Deputy General Manager
17.3	Correspondence sent by Deputy General Manager

NOTED

12.0 DERWENT CATCHMENT PROJECT REPORT

Moved: Clr J Honner

Seconded: Clr S Bowden

THAT the Derwent Catchment Project report be received.

CARRIED

FOR the Motion:

13.0 FINANCE REPORT

The December Finance Reports will be included in the January 2020 Agenda.

NOTED

14.0 DEVELOPMENT & ENVIRONMENTAL SERVICES

In accordance with Regulation 25(1) of the Local Government (Meeting Procedures) Regulations 2015, the Mayor advises that the Council intends to act as a Planning Authority under the Land Use Planning and Approvals Act 1993, to deal with the following items:

Moved: Clr J Honner

Seconded: Clr J Poore

THAT the Development & Environmental Services Report be received.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

14.1 DA2019/41: SUBDIVISION (2 LOTS): 381 MARLBOROUGH ROAD, BRONTE PARK

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT In accordance with section 57 of the Land Use Planning and Approvals Act 1993 the Planning Authority **<u>Approve</u>** the Development Application DA2019/13 for subdivision (3 lots) at 381 MARLBOROUGH ROAD, BRONTE PARK, subject to conditions in accordance with the Recommendation.

Recommended Conditions

General

- 1) The subdivision layout or development must be carried out substantially in accordance with the application for planning approval, the endorsed drawings and with the conditions of this permit and must not be altered or extended without the further written approval of Council.
- 2) This permit shall not take effect and must not be acted on until 15 days after the date of receipt of this permit unless, as the applicant and the only person with a right of appeal, you notify Council in writing that you propose to commence the use or development before this date, in accordance with Section 53 of the Land Use Planning and Approvals Act 1993.

Services

3) The Subdivider must pay the cost of any alterations and/or reinstatement to existing services, Council infrastructure or private property incurred as a result of the proposed subdivision works. Any work required is to be specified or undertaken by the authority concerned.

Access to State Road

- 4) The new access for Lot 1 from the carriageway of the road onto the subject land must be designed and located in accordance with the requirements of the Transport Division of the Department of State Growth.
- 5) All work on or affecting the State Road, including drainage, must be carried out in accordance with a permit provided by the Transport Division of the Department of State Growth. No works on the State Road shall commence until the Minister's consent has been obtained and a permit issued in accordance with the Roads and Jetties Act 1935.

Subdivision

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

TasWater

7) Pursuant to the Water and Sewerage Industry Act 2008 (TAS) Section 56P (2) (b) TasWater impose conditions on the permit as per Form PL05P (attached).

Final plan

- 8) A final approved plan of survey and schedule of easements as necessary, together with one copy, must be submitted to Council for sealing. The final approved plan of survey must be substantially the same as the endorsed plan of subdivision and must be prepared in accordance with the requirements of the Recorder of Titles.
- 9) A fee of \$205.00, or as otherwise determined in accordance with Council's adopted fee schedule, must be paid to Council for the sealing of the final approved plan of survey.
- 10) All conditions of this permit, including either the completion of all works and maintenance or payment of security in accordance with this permit, must be satisfied before the Council seals the final plan of survey for each stage.
- 11) It is the subdivider's responsibility to notify Council in writing that the conditions of the permit have been satisfied and to arrange any required inspections.

The following advice applies to this permit:

- a) This permit does not imply that any other approval required under any other legislation has been granted.
- b) If you notify Council that you intend to commence the use or development before the date specified above you forfeit your right of appeal in relation to this permit.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr R Cassidy, Clr J Honner and Clr J Poore.

14.2 DA2019/62: RESOURCE DEVELOPMENT (AQUACULTURE) – HAMILTON RECIRCULATING AQUACULTURE SYSTEM HATCHERY: 56 & 90 WOODMOOR ROAD, OUSE

MOTION 1:

Moved: Clr R Cassidy

Seconded: Clr A Archer

THAT Council defer this item until the 17th of December 2019 and hold a Planning Committee Meeting and then a Special Council Meeting.

MOTION LOST 6/3

FOR the Motion:

Mayor L Triffitt, CIr A Archer and CIr R Cassidy.

AGAINST the Motion:

Deputy Mayor J Allwright, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr J Honner and Clr J Poore.

Mr Graham Rogers left the meeting at 10.49am and returned at 10.50am. Clr A Bailey left the meeting at 10.54am and returned at 10.56am. Clr R Cassidy left the meeting at 11.02am and returned at 11.03am.

MOTION 2:

Moved: Deputy Mayor J Allwright

Seconded: Clr S Bowden

THAT in accordance with section 57 of the Land Use Planning and Approvals Act 1993 the Planning Authority Approve the Development Application for the Hamilton Recirculating Aquaculture System Hatchery at 56 and 90 Woodmoor Road, Ouse (CT251957/1, CT36657/2, CT36657/5, CT84290/1 and CT122993/3) subject to conditions in accordance with the Recommendation.

Recommended Conditions

General

- 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.

Approved Use

3) The staff accommodation is approved as ancillary to the *Resource development (aquaculture)* use only. It must not be used for any other purpose or intensified without prior Council approval.

External finishes

- 4) All external building materials associated with the development are to be of types and colours specified in the approved plans, unless otherwise approved.
- 5) All external metal building surfaces must be clad in non-reflective pre-coated metal sheeting or painted to the satisfaction of the Council's Senior Planning Officer.

Landscaping

- 6) Before any work commences submit a landscape plan prepared by a landscape architect or other suitable person must be submitted to and approved by Council's Senior Planning Officer. The landscape plan must show the areas to be landscaped, the form of landscaping, plants species, estimates of mature height and growth habit and any required maintenance. The landscaping plan shall form part of the permit when approved.
- 7) The landscaping works must be completed in accordance with the endorsed landscape plan and to the satisfaction of Council's Senior Planning Officer within six (6) months of the first use of the development. All landscaping must continue to be maintained to the satisfaction of Council's General Manager.

Parking & Access

- 8) At least seventeen (17) parking spaces for the hatchery and six (6) parking spaces for the staff accommodation must be provided on the land at all times for the use of the occupiers in accordance with Standards Australia (2004): Australian Standard AS 2890.1 - 2004 – Parking Facilities Part 1: Off Street Car Parking; Standards Australia, Sydney.
- 9) Unless approved otherwise by Council's General Manager the internal private driveway and areas set-aside for parking and associated access and turning must be provided in accordance the endorsed drawings, Standards Australia (2004): Australian Standard AS 2890.1 2004 Parking Facilities Part 1: Off Street Car Parking; Standards Australia, Sydney and include all of the following;
 - A minimum trafficable width of 3m.
 - Provision for two way traffic.
 - Constructed with a durable all weather pavement.
 - Drained to an approved stormwater system.
 - Line-marking or some other means to show the parking spaces.
- 10) Adequate manoeuvring space must be provided in accordance with Standards Australia (2002): Australian Standard AS 2890.2 2002, Parking facilities Part 2: Off-Street, Commercial vehicle facilities, Standards Australia, Sydney to ensure that heavy trucks or articulated vehicles may leave the site in a forward direction.
- The loading and unloading of goods from commercial vehicles must only be carried out on the land in accordance with Standards Australia (2002): Australia Standard AS 2890.2 – 2002, Parking facilities - Part 2: Off-Street, Commercial vehicle facilities, Sydney.
- 12) All areas set-aside for parking and associated turning, loading and unloading areas and access must be completed before the use commences or the building is occupied and must continue to be maintained to the satisfaction of the Council's General Manager.

- 13) Prior to any works commencing, design drawings of the proposed internal rural access road are to be submitted to and approved by Council's General Manager.
- 14) All works required by a Traffic Impact Assessment (TIA) in respect of access to the land must be completed to the satisfaction of Council's General Manager before the use commences, specifically a basic left turn (BAL) treatment is to be provided from the Lyell Highway in accordance with the requirements of the Department of State Growth.

Access to State Roads

15) All work on or affecting the State Road, including drainage, must be carried out in accordance with a valid permit provided by the Transport Division of the Department of State Growth. No works on the State Road shall commence until the Minister's consent has been obtained and a permit issued in accordance with the Roads and Jetties Act 1935 (contact permits@stategrowth.tas.gov.au.)

Stormwater

16) Drainage from the proposed development must drain to a legal discharge point to the satisfaction of Councils General Manager.

Services

17) 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.

Aboriginal Heritage

- The recommendations of the Aboriginal Heritage Assessment Report Final Version 1 (Cultural Heritage Management Australia, 25/4/2019) must be implemented during construction, including:
 - If during the course of the proposed development works, previously undetected archaeological sites or objects are located, the processes outlined in the Unanticipated Discovery Plan should be followed;
 - A copy of the Unanticipated Discovery Plan (UDP) should be kept on site during all ground disturbance and construction work; and
 - All construction personnel should be made aware of the Unanticipated Discovery Plan and their obligations under the Aboriginal Heritage Act 1975.

Dam Works

- 19) The permit holder must submit a Notice of Intent (Attachment 1) to commence dam works (see Note 2) to the Department (see Note 1) before dam works commence. Dam works must not commence prior to the nominated start date on this notice, unless otherwise authorised by the Department.
- 20) The Notice of Intent to commence dam works must be signed by the permit holder, the person constructing the dam (the contractor) and the site supervising engineer, confirming that these persons have read and understand the permit and conditions.
- 21) Dam works must be carried out in accordance with the Water Management (Safety of Dams) Regulations 2015 and the Water Management Act 1999.
- 22) The works must be carried out in accordance with the following report:

"Tassal Operations Pty Ltd Engineering Pre-Construction Report Recycled Water

Storage Dam Hamilton Recirculating Aquaculture System" Consultants Macquarie Franklin August 2019

- 23) Notwithstanding condition 4, the dam must contain a clay and or HDPE liner which must have a maximum insitu permeability of 1x10-9 m/s throughout the full depth of the liner. In-situ testing for verification of permeability must be carried out in accordance with AS1289.
- 24) A person with a minimum of Class 1 competence (the "site engineer") (see Note 3) must be in charge of all earth works and be responsible for:
 - Conducting quality control tests and sampling in the field;
 - Verification of all quality control testing; and
 - Completion of documentation of all relevant activities including engineering design,
 - construction and quality assurance activities.
- 25) Within 14 days of the completion of dam works the permit holder must submit to the Department a "Work-as-Executed" report, prepared by the site engineer, setting out as-constructed details of compliance with conditions including all items required to be supervised by the site engineer at Condition 5.

Note: Conditions 18 – 24 above provided by the Water Management and Assessments Branch, Department of Primary Industries, Parks, Water & Environment (Contact: <u>anna.harper@dpipwe.tas.gov.au</u> or 6165 3019).

The following advice applies to this permit:

- a) This 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.

Notes relating to Dam Conditions:

Note 1: References to the "Department" mean the Department of Primary Industries, Parks, Water and Environment or its successor responsible for administration of the Water Management Act 1999. Where a permit condition requires a submission to, or authorisation from, the Department, the relevant contact officer is the Section Head Dams Administration Water Management and Assessment Branch

Note 2: "dam works" includes clearing, scraping and excavations at the dam site, other than test pits.

Note 3: Site Engineer means a person with a minimum of Class 2 competence, as prescribed under the Water Management (Safety of Dams) Regulations 2015.

CARRIED 7/2

FOR the Motion:

Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr J Honner and Clr J Poore.

AGAINST the Motion:

Mayor L Triffitt and Clr R Cassidy.

MOTION 3:

Moved: Deputy Mayor J Allwright

Seconded: Clr A Bailey

THAT all voting of Planning Agenda Items at Council's Ordinary Meetings be reported in the Highlands Digest.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

MOTION 4:

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT Council review the Audio Recording of Council Meeting Policy at the January 2020 Ordinary Council Meeting.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

Mr Justin O'Connor, Mr Sean Riley, Mr Craig Selkirk, Ms Depha Mediecke, Mr Brett Gleeson, Mr Chris Merridew, Mr James Headlam, Ms Jacqui Tyson and Clr J Poore left the meeting at 11.34am.

14.3 DATA SHARE AGREEMENT

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT Council agrees to enter into the Service Level Agreement with DPIPWE and the General Manager be authorised to sign the Agreement.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy and Clr J Honner

Clr J Poore returned to the meeting at 11.36am. Mrs Lyn Eyles left the meeting at 11.37 and returned at 11.37am. Clr A Campbell left the meeting at 11.50am and returned at 11.52am.

14.4 GOLDWIND AUSTRALIA PTY LTD: SURPLUS BLADE

Moved: Deputy Mayor J Allwright

Seconded: Clr J Poore

THAT Council accept the blade from Goldwind Australia Pty Ltd and it be located on Mr Bowden's land in the paddock next to the Rectory in Bothwell.

CARRIED 5/4

CARRIED

FOR the Motion:

Deputy Mayor J Allwright, Clr A Bailey, Clr S Bowden, Clr A Campbell and Clr J Poore.

AGAINST the Motion:

Mayor L Triffitt, Clr A Archer, Clr R Cassidy and Clr J Honner.

Mr Jason Branch (Manager of Works and Services) entered the meeting at 12.01pm.

14.5 NEW RURAL AND AGRICULTURE ZONES

RESOLVED THAT this item be deferred until the Ordinary Meeting of Council in January.

MOVE TO ITEM 17.1 PLANNING SCHEME AMENDMENT

Moved: Clr J Honner

Seconded: Clr J Poore

THAT Council move to Item 17.1 Planning Scheme Amendment.

FOR the Motion:

17.1 PLANNING SCHEME AMENDMENT

Moved: Clr J Honner

Seconded: Clr A Campbell

THAT the Deputy General Manager advise the Local Government Association of Tasmania that Council believes this matter is better addressed in a more strategic way, by legislative reform and clarification of the situations where Crown consent is necessary or not.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

17.2 APPLICATION FOR COMMUNITY DONATION

Moved: Clr J Honner

Seconded: Clr J Poore

THAT a donation of \$150 be made to Bailey Mayne to assist with his costs in representing Tasmania in the Under 13 Tasmanian Cricket team in Victoria in January.

CARRIED

CARRIED

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

MOVE TO ITEM 15.0 WORKS & SERVICES REPORT

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT Council move to item 15.0 WORKS & SERVICES REPORT.

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

Mr Graham Rogers left the meeting at 12.10pm.

15.0 WORKS & SERVICES

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT the Works & Services Report be received.

FOR the Motion:

15.1 HAMILTON SANDSTONE SIGN

Moved: Clr A Bailey

Seconded: Clr R Cassidy

THAT Council paint the lettering on the sandstone "Hamilton Sign" gold to have the letters stand out.

CARRIED 8/1

FOR the Motion:

Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

AGAINST the Motion:

Mayor L Triffitt

The Mayor and Councillors thanked all staff for their efforts during Highlands Bushfest and making it such a successful event.

Mr Jason Branch left the meeting at 12.20pm

16.0 ADMINISTRATION

16.1 AUSTRALIA DAY AWARDS 2020

Moved: Clr A Campbell

Seconded: Clr S Bowden

THAT Australia Day 2020 Citizen of the Year be awarded to Peter Rainbird and the Young Citizen of the year be awarded to Brock Watkins and the Mayor invite them to Council's Australia Day event to be presented with the Award.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

16.2 AUSTRALIA DAY AWARDS 2020 BUDGET ALLOCATION

Moved: Clr J Honner

Seconded: Clr S Bowden

THAT the Australia Day Event budget allocation be increased to \$1,500.00.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

Deputy Mayor J Allwright left the meeting at 12.28pm.

16.3 POP-UP PICNIC AND PLAY EVENT – BOTHWELL

Moved: Clr J Poore

Seconded: Clr A Bailey

THAT Council approve the use of Bothwell Queen's Park for the 'POP-UP PICNIC AND PLAY' event, provide in-kind support services of Katrina Brazendale to be involved with the event organisations and if required waive the hall hire charges if the Bothwell Town Hall is required for use.

CARRIED

FOR the Motion:

Mayor L Triffitt, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

Clr A Campbell and Clr S Bowden declared an interest and left the meeting at 12.29pm' Deputy Mayor J Allwright returned to the meeting at 12.29pm.

16.4 NOTICE BOARD AT MIENA WASTE TRANSFER STATION

Moved: Deputy Mayor J Allwright

Seconded: Clr A Bailey

THAT the Deputy General Manager writes to Epuron stating that Council agrees to the installation of an all-weather notice board at the Miena Waste Transfer Station provided there is no cost to Council and that a development application is submitted for approval.

CARRIED 4/3

FOR the Motion:

Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey and Clr J Poore.

AGAINST the Motion:

Mayor L Triffitt, Clr R Cassidy and Clr J Honner.

Clr S Bowden and Clr A Campbell returned to the meeting at 12.38pm.

16.5 SAFEGUARDING VOLUNTEERING IN TASMANIA PROJECT - EXPRESSION OF INTEREST

NOTED

Mrs Lyn Eyles left the meeting at 12.52 and returned at 12.53pm.

16.6 TERMS OF REFERENCE CENTRAL HIGHLANDS VISITOR CENTRE MANAGEMENT COMMITTEE

Moved: Deputy Mayor J Allwright Seconded: Clr R Cassidy

THAT Council adopt the Terms of Reference for the Central Highlands Visitor Centre Management Committee with the changes provided by the Deputy General Manager.

CARRIED

FOR the Motion:

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

Clr A Bailey left the meeting at 1.03pm and returned at 1.06pm.

16.7 GREAT LAKE TRAIL

Moved: Deputy Mayor J Allwright

Seconded: Clr A Bailey

THAT Council write to the Johns Group encouraging him to do a detailed feasibility study be undertaken for the Great Lake Trail and that it be presented to Council.

CARRIED 7/2

FOR the Motion:

Deputy Mayor J Allwright, Clr A Bailey, Clr S Bowden, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore.

AGAINST the Motion:

Mayor L Triffitt and Clr A Archer

17.0 SUPPLEMENTARY AGENDA ITEMS

RESOLVED THAT Council consider the matters on the Supplementary Agenda.

Clr J Poore left the meeting at 1.08pm.

17.1 PLANNING SCHEME AMENDMENT

This item was discussed earlier in the meeting.

17.2 APPLICATION FOR COMMUNITY DONATION

This item was discussed earlier in the meeting.

Clr J Poore returned to the meeting at 1.09pm

18.0 CLOSURE

Mayor L Triffitt closed the meeting at 1.10pm.

Minutes 3rd December 2019



DRAFT MINUTES – ANNUAL GENERAL MEETING – 3rd December 2019

Draft Minutes of an Annual General Meeting of Central Highlands Council to be held at the Council Chambers, Bothwell on Tuesday, 3rd December 2019, commencing at 8.45am.

1.0 OPENING	Mayor L Triffitt opened the meeting at 8.45am.	
2.0 PRESENT	Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Bailey, Clr A Campbell, Clr R Cassidy, Clr J Honner, Clr J Poore, Mrs Lyn Eyles (General Manager), Mr Adam Wilson (Deputy General Manager) and Mrs Michaela Herbert (Minutes Secretary).	
3.0 APOLOGIES	Clr A Archer and Clr S Bowden	
4.0 RECEIVAL MINUTES OF	Moved Clr J Honner Seconded Deputy Mayor J Allwright	
2018 ANNUAL GENERAL MEETING	THAT the Minutes of the Annual General Meeting of Council held on Tuesday 4 th December 2018 be received.	
	Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Bailey, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore	
5.0 CONFIRMATION OF	Moved CIr R Cassidy Seconded CIr A Campbell	
MINUTES OF 2018 ANNUAL GENERAL MEETING	THAT the Minutes of the Annual General Meeting of Council held on Tuesday 4 th December 2018 be confirmed.	
	Carried	
	Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Bailey, Clr A Campbell, Clr R Cassidy, Clr J Honner and Clr J Poore	
6.0 ANNUAL REPORT 2018/2019	The Central Highlands Council Annual Report 2018 / 2019 is presented.	
7.0 SUBMISSIONS ON ANNUAL REPORT 2017 / 2018	No submissions have been received.	



DRAFT MINUTES – ANNUAL GENERAL MEETING – 3rd December 2019

8.0 CLOSURE

Mayor L Triffitt closed the meeting at 8.47am.



DRAFT MINUTES AUDIT PANEL MEETING – 10 DECEMBER 2019

Draft Minutes of the Central Highlands Audit Panel Meeting held at the Hamilton Council Chambers, Hamilton on Tuesday 10 December 2019 commencing 9.00am.

1.0 OPENING

Ian McMichael (Chair) opened the meeting at 9.00 a.m.

2.0 PRESENT

Ian McMichael (Chair), Deputy Mayor J Allwright, Clr J Poore, Clr A Campbell (proxy), Lyn Eyles (General Manager), Adam Wilson (Deputy General Manager), David Doyle (Accountant) and Katrina Brazendale (Minute Secretary)

3.0 APOLOGIES

NIL

4.0 CONFIRMATION OF MINUTES

Moved Clr J Poore Seconded Deputy Mayor J Allwright

THAT the minutes of the previous meeting held on Monday, 22 October 2019 be confirmed

Carried

For the motion: I V McMichael (Chair), Deputy Mayor J Allwright, Clr J Poore

5.0 PECUNIARY INTEREST DECLARATIONS

In accordance with Regulation 8 (7) of the Local Government (Meeting Procedures) Regulations 2015, the Chair requests Members to indicate whether they or a close associate have, or are likely to have a pecuniary interest (any pecuniary or pecuniary detriment) or conflict of interest in any Item of the Agenda.

NIL

6.0 BUSINESS ARISING

• Investment police to be progressed

7.0 STANDING ITEMS

- Statutory Financial Requirements Report Noted
- Financial Reports Noted
- Risk Management Register Noted
- Policy Review Noted

Mr Ian McMichael would like to see reports with the original budget actuals, to then be able to compare with the Long Term Financial Plan figures.

Recommendation to Council

Moved Clr J Poore Seconded Deputy Mayor J Allwright

THAT asset management plans are produced for Road, Bridges and Buildings with a Strategic Capital Works Program with the expenditure requirements for the next 5 years.

Carried

For the motion: I V McMichael (Chair), Deputy Mayor J Allwright, Clr J Poore

8.0 NEW BUSINESS

8.1 Central Highlands Council LMI Risk Gap Analysis Report

Noted

9.0 OTHER BUSINESS

10.0 NEXT MEETING -

Tuesday 25th February 2020 9.00 a.m.

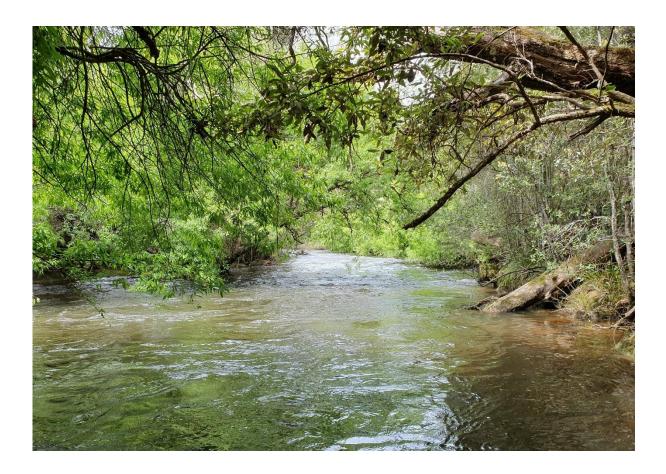
11.0 CLOSURE

Meeting closed at 10.00 a.m.



Tyenna River Overall Recovery Plan

A 10 YEAR PLAN OF ACTIVITY 2020-2030





UPPORTED BY & PREPARED FOR FISHERIES HABITAT IMPROVEMENT FUND

Summary

The Tyenna River Recovery Program has arisen from grass-roots community concern about willows restricting fishing and recreation access on the Tyenna. The Derwent Catchment Project (DCP) and the Inland Fisheries Service (IFS) Anglers Access Program have been working with local landowners, industry, community groups and anglers to remove willows and revegetate riverbanks. With this work started the community driven 'Willow Warriors', a group of dedicated anglers who are seeking to improve anglers access and fish habitat. There have also been considerable restoration efforts with works by Tasmanian Parks and Wildlife Service, Wildcare and Norske Skog.

This strategic, reach-based plan for Tyenna River Recovery (prepared for and funded by the Fisheries Habitat Improvement Fund) over a 10-year timeframe outlines how crack willow will be eradicated and riverbanks stabilised, restoration efforts by program partners will be linked. The objectives of this overall plan are to:

- Describe and map the crack willow infestations and the presence of native riverbank vegetation along the Tyenna River;
- Outline a community driven river recovery using a reach-based approach;
- Estimate the costs of restoration for each reach; and
- Detail an investment plan for achieving full river recovery in 10 years.

This recovery plan addresses three key issues that impact on health and resilience of the Tyenna River to extreme events such as floods and drought. These are crack willow infestations; riverbanks lacking vegetated buffers and impacts on water quality from inputs of nutrient and sediment from a range of land and water uses.

To achieve the actions detailed under this plan cash and in-kind to the value of \$1,259,979 in addition to the over \$450,000 in kind labour provided by the Willow Warriors. Current investment is secured for Year 1 costs, with the exception of the full river health monitoring component.

This works is supported by the Tyenna River Recovery Communications Plan and the reach-based Tyenna River Recovery Action Plan (Reaches 1-3).

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3	Issues impacting river health		
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	3.2	Cleared riverbank vegetation	7
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Acknowledgements

This work has been undertaken by the Derwent Catchment Project with funding from the Fisheries Habitat Improvement Fund. This work has been supported by the Derwent Valley and Central Highlands Councils, the Inland Fisheries Anglers Access Program, Anglers Alliance Tasmania, Norkse Skog, the Clark's of Lanoma Estate, and the Willow Warriors. Liam Weaver from Tassiebound adventures and a local fishing guide Tyenna Dave have provided information on crack willow infestations.

1 Introduction

The Tyenna River is a large fast flowing river that flows from The Needles in the Southwest National Park to the Derwent River near Glenora. It is the main waterway that drains a subcatchment of 33,719 ha. The Tyenna is a multi-use river, supporting tourism, plantation and native forest forestry, aquaculture, rural residential dwellings, livestock grazing and perennial horticulture. In recent years there has been an intensification of many of these land and water uses. Relative to many other multiuse rivers in the Derwent Catchment it is in good condition and of high conservation value with a high proportion of it 52 km length surrounded by native vegetation under the Derwent Catchment Management Plan (2016). The river itself is a key natural asset of the Derwent as one of Australia's premier fly-fishing rivers, a site for adventure tourism and the river frontage for one of Tasmania's most popular National Parks, Mt Field.

The Tyenna River Recovery Program has arisen from grass-roots community concern about willows restricting fishing and recreation access on the Tyenna. The Derwent Catchment Project (DCP) and the Inland Fisheries Service (IFS) Anglers Access Program have been working with local landowners, industry, community groups and anglers to remove willows and revegetate the banks of the Tyenna around Westerway. This work has given rise to the community driven 'Willow Warriors', a group of dedicated anglers who are seeking to improve anglers access and fish habitat. There have also been considerable restoration efforts upstream with works by Tasmanian Parks and Wildlife Service, Wildcare and Norske Skog.

This strategic, reach based plan for Tyenna River Recovery over a 10-year timeframe outlines how crack willow will be eradicated and riverbanks stabilised, linking efforts by program partners. The objectives of this overall plan are:

- Describe and map the crack willow infestations and the presence of native riverbank vegetation along the Tyenna River;
- Outline a community driven recovery approach along the river using a reach-based approach;
- Estimate the costs of restoration for each reach; and
- Detail an investment plan for achieving full river recovery in 10 years.

2 Mapping method of riverbank vegetation

In the development of this plan the presence of native riverbank vegetation and willows were mapped on the Tyenna River and its tributaries using local knowledge, satellite imagery, vehicle and foot surveys. The river was divided into 12 reaches each following 3 km of river length (Figure 1) with the first reach beginning upstream of the first mapped crack willow. Two adventure tourism operators who work on the river (1. fishing and 2. kayaking guides) provided information on the relative level of willow infestations along the river. This information was used with satellite imagery (State orthophoto, Google and ESRI) to develop a map to guide survey effort with likely areas of willow infestation and estimated density. In the lower reaches of the river, individual willows could be identified from satellite imagery due to high quality imagery and a greater contrast been willow canopies and other vegetation. In the upper reaches the satellite imagery was of poorer quality and a lack of contrast between willow and other vegetation made identification of willows and estimating their density more difficult.

Using the survey map (described above) a selection of sites were surveyed to estimate percentage of willow cover and the presence or absence of native vegetation. Vehicle based surveys were used from Westerway to Maydena where satellite imagery was less clear. Foot based surveys were used in areas that were identified as likely to have willow from satellite imagery and were not accessible by vehicle.

A final willow distribution map was developed with willow density classified as:

- High –71-100% of riverbank vegetation;
- Medium to high–51-70% of riverbank vegetation;
- Medium–20-50% of riverbank vegetation; and
- Low-<20% of riverbank vegetation.

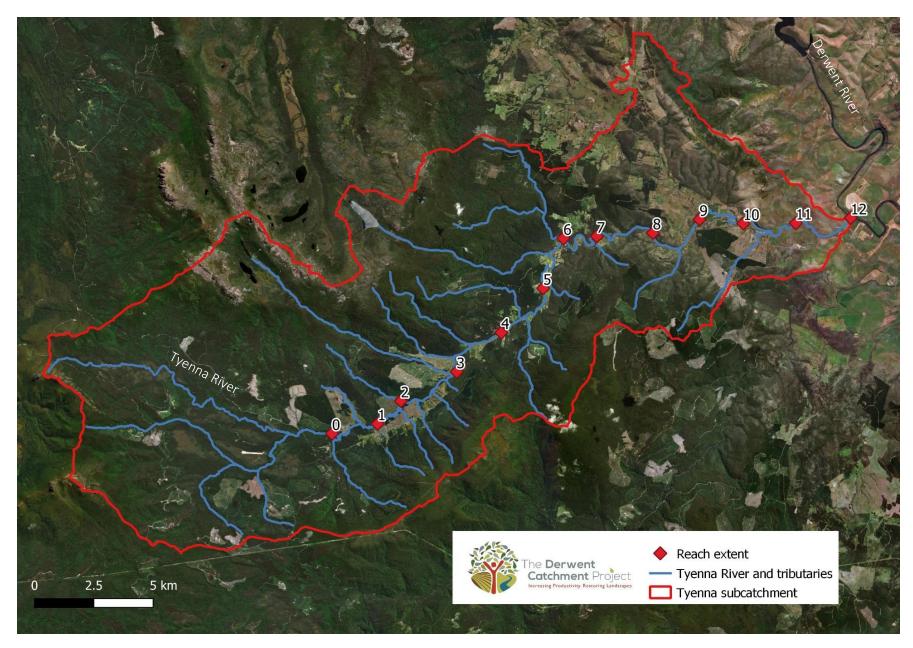


Figure 1 Subcatchment and Tyenna River reaches used in this plan.

3 Issues impacting river health

This overall recovery plan addresses three key issues that impact on health and resilience of the Tyenna River to extreme events such as floods and drought. These are crack willow infestations; riverbanks lacking native vegetation and impacts on water quality from inputs of nutrient and sediment from a range of uses. These issues are summarised in sections 3.1-3.3.

3.1 Willow infestations

Willows are recognised as one of the most serious riparian weeds in temperate Australia and most types of willows are considered Weeds of National Significance (WoNS). Willows degrade the condition of rivers and riverbanks by crowding out or excluding native plants; increasing erosion and channel widening; reducing native biodiversity; and impacting on water quantity and quality.

Willow initiate erosion and channel widening with extensive root mats extending into the channel bed and trapping sediment, instream trunks catch debris which raise the level of the riverbed diverting flows into and over the banks. This results in bank erosion and causes the river to widen out around the willow. Crack willows are also highly invasive being able to spread from twigs and branches, which are easily broken in high flow events and form the majority of flood debris in infested waterways. Their shallow roots protect riverbanks to a lesser extent than deeper rooted native plants, and they are often uprooted during floods taking parts of the riverbanks with them. These characteristics mean that willows increase the vulnerability of rivers to flood events and increase the severity of impacts of these events both on riverbanks and infrastructure such as bridges and roads.

Willow also impact on water quantity and quality. Willows that grow instream are big water users with water losses through willow transpiration estimated at 3-4 ML of water (above that lost through transpiration by native vegetation) are lost per ha of willow infestation (see Willows National Management Guide). Autumn leaf fall causes a lowering of oxygen levels in waterways, and block irrigation and other water extraction infrastructure.

A key motivation to the development of this plan and for those interested in implementing its actions area: 1. observations of declining quality fishing in areas of extensive willow debris build-up; 2 restriction of access for fishing and other recreational pursuits. Dense stands of willows reduce access for fishing, walking and can be dangerous for recreation pursuits like canoeing and kayaking. The majority of crack willow infestations on the Tyenna River and it tributaries occur in native vegetation (Figure 2). Isolated pussy willow plants were also observed and recorded. The most



Figure 2 Crack willow in native riverbank vegetation.

upstream crack willow observed on the Tyenna River were on its tributaries: Piligner Creek and Junee River (Error! Reference source not found.). Willow infestation on the river itself were just upstream from the township of Maydena. Willow infestation varied in density along the river and was not continuous and in most river reaches willow occurred on riverbank that also had considerable native vegetation. In some areas were no willow were observed i.e. reaches 3 and 4, they are likely to have isolated willows that can only be observed by wading the entire length of these reaches. This limitation of the willow mapping will be addressed in the recovery approach in Section 4

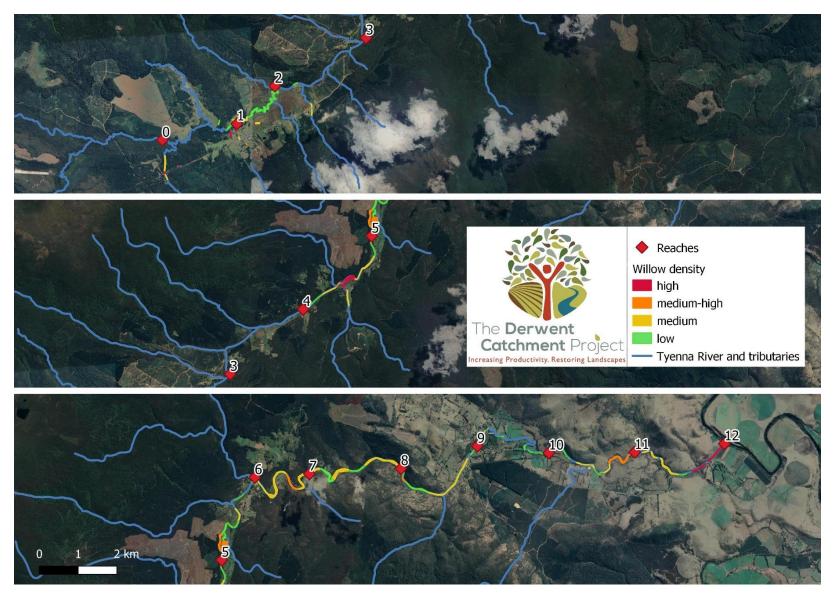


Figure 3 Willow infestation density on the Tyenna River

3.2 Cleared riverbank vegetation

Riverbank vegetation plays a critical role in stabilising the sediments that form waterways and filtering runoff from adjacent land uses such as forestry and agriculture. It also reduces the growth of algae by shading river water and reducing water temperatures to level that discourage algal blooms. While the majority of the 52 km length of the Tyenna River is buffered by intact native vegetation, there are sections where native vegetation is lacking, or the buffers are not adequate to protect the river from bank erosion or run-off (i.e. ideally greater than 30m; see Section 4.1.2 for discussion of riparian buffer width).

Plantation forestry is the primary land use adjacent to the Tyenna River in reaches 1 to 3. Historic pine plantations along these reaches have been planted right up to the edges of the river with riparian buffers of less than 2m being left. This has been problematic in harvesting these plantations as even when the small riverbank buffers are left the removal of large area of pine behind them have resulted in riverbank buffers failing due to increased wind stress. In a number of areas these failing riverbank buffers have resulted in bank collapse. There has been concern from local anglers about these impacts.

Agriculture including grazing and perennial horticulture are the dominate land use adjacent of the river catchment between reaches 8 and 12 and also present in reaches 5, 6 and 7. In these reaches there are areas of riverbank that are dominated by dense willow infestation or lack any riverbank revegetation. In clearing willow, where they are the only riverbank vegetation, it is essential to reestablish native riverbank vegetation to stabilise riverbanks, shade the river and reduce run off (see Section 4.1.2 for discussion).

3.3 Nutrient and sediment inputs

While a considerable proportion of the Tyenna River and its tributaries are surrounded with native vegetation (Figure 1) there are a number of land uses adjacent to these waterways that are likely to cause the run-off of nutrients and sediments in these waterways. These land uses include forestry (native forest and plantation during and post-harvest), agriculture (grazing and perennial horticulture), aquaculture and rural residential dwellings. Land uses such as forestry and agriculture produce diffuse run-off, which travels into waterways in surface water flows, however in some instances this surface flow can be concentrated in drainage lines entering waterways. Wastewater from aquaculture and rural residential dwellings are more likely to lead to point source inputs of

nutrients due to the concentration of wastewater treatment in discrete areas with some land and water uses returning treated wastewater to the river.

There is limited information on the water quality of the Tyenna and its tributaries, with the majority of the data collected downstream of the bridge at Westerway. A number of recent sampling efforts show that while the overall the water quality of the Tyenna is good though there are impacts of sediment and nutrient run-off. DPIPWE water quality monitoring undertaken in 2005 published results from continuous sampling of water temperature, electrically conductivity and turbidity

reporting that water quality varied from Excellent to Fair with turbidity the lowest ranking measure. The Derwent Estuary Program water quality monitoring in 2017 showed that the Tyenna has relatively good water quality in comparison to other rivers in the Derwent Catchment, however there was a spike in phosphorous, ammonia and ammonium levels in summer that was attributed to inputs from aquaculture. Water bug monitoring undertaken in 2018 and 2019 by the Derwent Catchment Project showed that the diversity of water bugs identified (and their sensitivity to pollution) indicated that the river is mildly polluted.



Figure 4 Waterbug blitz – bug identification at willow warriors day

4 Recovery Approach

4.1 On-ground recovery actions

On ground restoration will be undertaken by the Derwent Catchment Project, the Willow Warriors and land managers with support of program partners.

4.1.1 Willow eradiation

Willow eradiation is the best option for improving the health and long-term resilience of the Tyenna River and maintaining it as a globally important fly-fishing river. The most effective approach for willow eradication is to start removal at the most upstream willows and work down the river. The planning for control efforts has applied a reach-based approach and control work will commence on high priority areas in upstream reaches and work progressively downstream. Prioritisation and scheduling of recovery works for Reaches 1 through to 3 are presented in the Tyenna River Recovery Action Plan: 2020-2023.

The willow control methods that will be used include:

1. drill and fill (with a registered, water safe herbicide) in areas with good native vegetation cover;

2. in areas with high willow density were standing dead willows are of concern willow trunks will be removed 12 months after drilling, when they have been confirmed dead to avoid introducing living willow material into the River and its tributaries. A log grab can be used for this purpose in some areas following approval for the use of machinery near waterways;

3. Machine removal of living willows will only be considered where there is no native vegetation and there is already considerable disturbance. Machine removal of living willow will involve cut and paste (with a registered, water safe herbicide) and retention of stumps. During machine removal of willows, cut trunks and branches will be piled off riverbank and burned during autumn in low fire danger conditions as a registered burn with the Tasmanian Fire Service to prevent it being moved down river in future high-water events.

In areas downstream from reach 2, for which no willows have been mapped will be confirmed as willow free by wading down the river with willow control equipment. It is likely that small isolated willow occur in these area, but have been missed by satellite imagery and vehicle based surveys.

The three control methods listed below have been assigned to each reach in Table 4.1:

- 1. Drill and fill,
- 2. Drill and fill then cut in 12 months,
- 3. Machine removal

4.1.2 Establishing native riverbank vegetation

Establishing or retaining native riverbank vegetation is the most practical solution for addressing nutrient and sediment inputs from land uses such as forestry and agriculture that produce diffuse run-off. Ideally vegetated riverbank buffers are made up of both trees, shrubs, grasses, rushes and sedges and are greater than 30m wide to successfully filter the majority of run-off of from adjacent land use.

Riverside buffers in a forestry setting are determined under the Forest Practices Act 1985 and are outlined in the Forest Practices Code 2015. They vary depending on the Class of waterway and native forest and plantation harvesting. Class refers to the size of stream, class 1 is the smallest and class 10 the largest.

For the Tyenna River retention of a 40 m buffer is required for native forest harvest and 10 m for plantation established after 1 January 2001. For plantations established before this date no retention is specified. Under this plan forestry operators are encouraged to establish buffers of at least 10 m where plantations established before 1 January 2001 have been harvested adjacent to the Tyenna River and its tributaries.

For more information on willow control methods and consideration for the use of herbicides and machinery near waterways see:

- Derwent Catchment Project willow notes sheets -<u>https://www.derwentcatchment.org/programs/floods-river-restoration/</u>
- DPIPWE invasive weeds section Department of Primary Industries, Parks, Water and Environment website at: <u>https://dpipwe.tas.gov.au/invasive-species/weeds</u>.
- DPIPWE guide to the safe use of herbicides near waterways https://dpipwe.tas.gov.au/Documents/herbicide_guidelinesFINAL2012.pdf
- Environment Defenders Office Tasmania Working near waterways <u>http://www.edotas.org.au/waterways/</u>

Re-establishing riverbank buffers of 30m in areas where riverbanks have been cleared for agriculture is unlikely due to production loss, however there are a number of production benefits in introducing buffers including shelter for stock. Buffers of 1-10m wide buffers can have benefits to river health stabilising banks, shading waterways and reducing diffuse run-off. The use of narrower riparian buffers in agricultural contexts, along with efforts to spread the distribution of run-off across the buffer can result in an effective filter of agricultural run-off. Revegetation undertaken under this plan will aim for native riverbank buffers of at least 10m in agricultural settings.

Revegetation with fast growing native plants that are naturally found on riverbanks such as blackwoods, tea trees and riverbank Eucalypt species such as black gum should be undertaken where native riverside vegetation has been cleared and to increase the width of riverside buffers where these are not adequate. Revegetation should also follow willow removal in areas that lack native vegetation on riverbanks. When machines have been used for willow removal and there has been ground disturbance, sowing with perennial grasses can help to quickly bind the soil on banks. As the areas of the Tyenna River and its tributaries that require machine removal of dense are highly modified, introduced fast growing perennial grasses such as cocksfoot, rye and phalaris can be used. Native sedges and rushes should be



Figure 5 Willow warriors planting native sedges at Lanoma Estate near Westerway following

planted on the waterline in areas where they are absent. All planted trees and shrubs should be caged to prevent wildlife browsing.

To establish native riverbank vegetation in areas used for grazing it is necessary to restrict livestock access. There are other benefits to river heath in restricting stock access to the riverside. Stock, especially cattle, increase the risk of riverbank erosion and introduce further nutrients and pathogens into waterways. There are also production benefits to restricting stock access, as animals that have access to waterway are more likely to contract parasites such as liver fluke reducing their value.

However, there are also the additional expenses in installing off-stream water troughs and maintaining water supplies for stock.

There have been efforts to re-establish native riverbank revegetation and/or widen existing buffers by program partners. Parks and Wildlife and Wildcare have undertaken revegetation in cleared areas around the entrance to Mt Field National Park and along the Marriott Falls walking track. Norske Skog are undertaking riparian restoration by re-establishing buffers of native riverbank vegetation using a range of methods including unassisted natural regeneration; scarification and burn and sow depending on the site and its harvesting history. The Derwent Catchment Project, the Inland Fisheries Service, the Willow Warriors and the Clark's of Lanoma Estate have undertaken revegetation following willow removal near Westerway.

For more information on revegetation and riverbank fencing see:

- Derwent Catchment Project revegetation notes sheets -<u>https://www.derwentcatchment.org/programs/floods-river-restoration/</u>
- Derwent Valley Plant Species list <u>https://nrmsouth.org.au/wp-</u> content/uploads/2014/10/understorey_derwentvall.pdf
- Victorian Department of Environment, Land, Water and Planning– Guidelines for riparian fencing in flood-prone areas - <u>https://www.water.vic.gov.au/waterways-and-</u> <u>catchments/riparian-land/riparian-land/technical-information-and-reports/flood-prone-</u> <u>fencing-guidelines</u>

Table 4.1 On-ground recovery actions on the Tyenna River and its tributaries by reach, entering tributaries and with land tenure. † indicates tenure for which at least some of the river is public land e.g. Crown Land or road easement, however landholders would need to be engaged for access.

Reach	Location	Tributaries	Tenure	Willow control methods	Revegetation (yes/no)	Riparian fencing (yes/no)	Year to be undertaken
1	Junee	Junee River and Pilingers Creek and two drainage lines	Norske Skog ⁺ , private ⁺ , Crown Land, Department of State Growth and Derwent Valley Council	1, 2 and 3	yes	no	1
2	Maydena	John Bull Creek	Norske Skog†, private† and Crown Land	1, 2 and 3	yes	no	2
3	Humboldt Creek	Humboldt, Myrtle Valley, Pitfields and Proctors Creeks	Crown Land, Norske Skog† and private	1	no	no	3
4	Tyenna	Marriots and Haltons Creeks	Crown Land, private† and Norske Skog*	1	no	yes	3

Reach	Location	Tributaries	Tenure	Willow control methods	Revegetation (yes/no)	Riparian fencing (yes/no)	Year to be undertaken
5	Sharpes Rd	Canaways and Sharpes Creeks	Crown Land, private† and Sustainable Timber Tasmania	1 and 3	yes	yes	4
6	National Park	Russel Falls, Lady Barron and Burnleys Creeks	PWS, Crown Land and Tassal*	1, 2 and 3	yes	yes	5
7	Whilkes Creek	Whilkes Creek	Crown Land, Private †, Tassal† and Sustainable Timber Tasmania	1 and 2	yes	yes	6
8	Nations Hill		Private†, Crown Land, Norske Skog† and Department State Growth	1	no	no	7
9	Westerway	Nations Creek	Crown Land, Norske Skog†, private†, Central Highlands	1 and 2	yes	yes	8

Reach	Location	Tributaries	Tenure	Willow control methods	Revegetation (yes/no)	Riparian fencing (yes/no)	Year to be undertaken
			Council, Department State Growth				
10	Tassal and Raspberry Farm		Private and Tassal	1, 2 and 3	yes	yes	9
11	Cunny Creek	Cunny Creek	Private	1	no	no	9
12	Derwent River		Private	1 and 3	yes	yes	10

4.2 River health monitoring

River health monitoring will be undertaken in collaboration between the Derwent Estuary Program and the Derwent Catchment Project support the effective implementation of on-ground recovery actions. This monitoring has the following objectives:

- Establish actual seasonal measures of base load of nutrients and sediments in the Tyenna River;
- To measure changes in river health resulting from on-ground restoration actions; and
- To support informed discussions with land and water managers who are likely to contribute to point source inputs of nutrient and sediment inputs.

It will include include water quality monitoring as undertaken by the Derwent Estuary Program in 2017 (monitored monthly over 12 months) and the Derwent Catchment Project's waterbug monitoring (monitored in late spring) in years 1,5 and 10 of this plan. It is recommended that this monitoring is undertaken at the following 7 sites as a minimum:

- Upstream from reach 1.
- At the end of reach 2; 4, 6, 8, 10 and 12.

Final site locations and water quality measures will be determined following advice of water scientists from the Derwent Estuary Program. Estimated cost prior to this consultation are presented in Table 5.1 and may require revision during consultation of this plan.

5 Overall River Action plan

The timing, estimated costs and Willow Warrior working bee days for on-ground works are outlined in Table 5.1. Detailed works schedule and sites specific methods and costs for reaches 1-3 are outlines in the Tyenna River Recovery Action Plan: 2020-2023. Revision of the estimated costs in Table 5.1 and the Action Plan will be undertaken at the end of Year 1 using actual costs of implementation.

Table 5.1 Action plan for for implementation of on-ground actions (willow removal, revegetation and riparian fencing), river health monitoring and program coordination for the recovery of the Tyenna River from 2020-2030. Costing for on-ground actions and program coordination is based on delivery by Derwent Catchment Project with the Willow Warriors.

	On-ground r	restoration		Other actions			
Year	Reach(s)	On-ground costs (\$)	Willow warrior willow control days (days between Dec-March)	Willow warrior planting days (days between May- Sept)	River Health monitoring costs (\$)	Program coordination costs (\$)	Total costs (\$)
1	1	47,599	7	1	30,000	20,000	97,599
2	2	62,704	10	1		20,000	82,704
3	3 and 4	45,900	2	0		20,000	65,900
4	5	156,736	15	3		20,000	176,736
5	6	161,829	10	3	30,000	20,000	211,829
6	7	95,479	19	1		20,000	115,479

	On-ground r	restoration		Other actions				
Year	Reach(s)	On-ground costs (\$)	Willow warrior willow control days (days between Dec-March)	Willow warrior planting days (days between May- Sept)	River Health monitoring costs (\$)	Program coordination costs (\$)	Total costs (\$)	
7	8	54,780	18			20,000	74,780	
8	9	114,947	14			20,000	134,947	
9	10 and 11	117,575	17	4	30,000	20,000	167,575	
10	12	107,430	12	2		20,000	132,430	
Total co	osts	96,4979	124	14	90,000	200,000	1,254,979	

6 Investment Plan

To achieve the actions detailed under this plan cash and in-kind to the value of \$1,710,079. The Willow Warriors in-kind contribution is estimated as over \$450,000 over 10 years, leaving \$1,254,979 to be raised among the following current and potential investors:

- 1. Fisheries Habitat Improvement Fund
- 2. Derwent Catchment Project
- 3. Anglers Access Program
- 4. Norske Skog
- 5. Derwent Valley Council
- 6. Central Highlands Council
- 7. Tassal
- 8. Derwent Estuary Program
- 9. TasWater
- 10. Crown Land Services
- 11. PWS and tourism operators
- 12. Department of State Growth
- 13. Private landholders
- 14. TasRail

If each investor contributed approximately \$10,000 of cash or in-kind labour to the project each year it would be possible to achieve the implementation of this plan. Other grant opportunities will be used to supplement investor contribution in Years 1 and 2. A revision of costs and Willow Warriors in-kind time will be at the end of Year 1 (2020) to test assumptions. These revised costs will be presented to investors in late 2020 to inform Year 2 (2021) investment.

With current investment is secured for Year 1 costs, with the exception of the full river health monitoring component, contributed by the following partners and funders: Fisheries Habitat Improvement Fund (cash), the Community Environment Fund (cash), Derwent Catchment Project (cash and in kind), Anglers Access Program(cash and in kind), Norske Skog (in kind) and a private landholder (cash and in kind). Negotiations are underway with Tassal and the Derwent Estuary Program for further investment into Year 1 activities. The water quality monitoring aspects of the river health monitoring will be postponed until Year 2 if funds or in kind delivery in full cannot be secured in Year 1.

RESOURCE MANAGEMENT AND PLANNING APPEAL TRIBUNAL

Citation:	Wild Drake Pty Ltd v Centra 28	al Highlands Council and Ors [2019] TASRMPAT			
Parties:	Аррellant:	Wild Drake Pty Ltd			
	Respondent:	Central Highlands Council			
	First Parties Joined:	Tasmanian National Parks Association Inc., Richard Webb & Paul Smith The Wilderness Society (Tasmania) Inc.			
	Second Party Joined:	John Whittington, Director, National Parks & Wildlife			
	Intervenor:	The Hon. Elise Archer, Attorney-General			
Subject Land:	Halls Island, Lake Malbena, Walls of Jerusalem National Park				
Appeal No:	20/I9P				
Jurisdiction:	Planning Appeal				
Hearing Date(s):	Submissions were made and responded to in writing				
Decision Date:	18 December 2019				
Delivered At:	Hobart				
Before:	M Duvnjak, Chairperson F Healy, Member K Loveday, Member				
	Appellant: Respondent: First Joined Parties: Second Joined Party: Intervenor – Attorney General				
	Appellant: Respondent: First Joined Parties: Second Joined Party: Intervenor – Attorney General	Shaun McElwaine & Associates Simmons Wolfhagen EDO (Tasmania) Inc. Office of the Solicitor General Office of the Solicitor General			
Catchwords:	Planning Appeal – leave to r imposed on a permit	nake further submissions – conditions to be			

REASONS FOR DECISION

Introduction

- 1. On 21 October 2019 the Tribunal delivered its decision in this appeal. The Tribunal's decision provided, at paragraphs 127 and 128:
 - "127. Having determined that a proper interpretation of Clause 29.3.1 A1 of the Scheme only requires:
 - a) That a Management Plan is in existence; and
 - b) That an assessment of use in accordance with the Management Plan has been undertaken and approved up to and including Step 7 of the RAA process,

the Tribunal finds that Clause 29.3.1 A1 is satisfied and that the Proposal is otherwise compliant with Scheme provisions.

- 12.8 Before the Tribunal can make orders setting aside Council's refusal to grant a permit with respect to the Proposal, Council is required to provide to the Tribunal and the parties, draft conditions of approval. The Tribunal will afford the parties an opportunity to be heard with respect to those draft conditions."
- 2. Draft conditions, and submissions relating to those draft conditions, have been received from the Appellant, the Council and the First Joined Parties in accordance with the Tribunal's directions.
- 3. Before considering those submissions and the imposition of conditions on the permit, an additional issue has arisen with respect to which the Tribunal must make a Ruling. Following the conclusion of the hearing and the issuing of the Tribunal's decision of 21 October 2019, the First Joined Parties filed further submissions inviting the Tribunal to reconsider its reasons set out in its decision of 21 October 2019, principally due to the effect of the decision of Mortimer J in *The Wilderness Society (Tasmania) Inc v Minister for the Environment* [2019] FCA 1842 (Mortimer J's decision). The submissions filed with the Tribunal were not the subject of an application for leave for the filing of further submissions. The First Joined Parties subsequently sought that leave.
- 4. The First Joined Parties' submitted that the Tribunal's decision of 21 October 2019 does not yet constitute a decision in the exercise of a power conferred by s23(2) of the Resource Management & Planning Appeal Tribunal Act 1993 (the RMPAT Act) or s62(1) of the Land Use Planning & Approvals Act 1993 (the LUPA Act) as a decision made having statutory effect will only be made when orders setting aside Council's decision and to refuse to grant a merit with respect to the Proposal and making an order to grant a permit with or without conditions. It was submitted that as the Tribunal's decision of 21 October 2019 does not make orders determinative and dispositive of the appeal, no final or determinative legal effect on the rights and liabilities of the parties have been made and, as such, the Tribunal is not functus officio. Essentially, the position is that while the Tribunal has foreshadowed the decision proposed to be made, it has not actually made that decision. It is on this basis that it is submitted that the Tribunal has the authority to consider further submissions on any of the matters set out in its reasons.
- 5. The First Joined Parties referred the Tribunal to paragraphs 11, 42, 98 and 114 of Mortimer J's decision. The First Joined Parties submitted that:

"... applying the reasoning of Justice Mortimer, the Tribunal's construction of the Planning Scheme as requiring only that the PWS had made the Step 7 decision under the RAA process is incorrect. It gives a finality and quality to that process that is fundamentally at odds with both the RAA process itself (as explained in both the Management Plan and the PWS's material) and the way the PWS conceived its task under that process. In providing draft approval at Step 7, PWS did not anticipate that it was making a decision of a final and determinative nature which appears to have been attributed to it in the Reasons."

- 6. Further, the First Joined Parties in its submissions raise issues of denial of procedural fairness arising from the absence of consultation with the First Joined Parties during the Reserve Activity assessment process, claiming a denial to the First Joined Parties of the right to be heard about critical issues raised during the Proposal's assessment under the Management Plan.
- 7. The First Joined Parties also made submissions regarding the absence of findings made by the Tribunal about deficiencies in the RAA process.
- 8. The Appellant opposes the application for leave to make further submissions on the following basis:
 - a) The effect of the application is made on the basis that the Tribunal should revisit its decision making in a number of material respects and should reach different conclusions on questions that are central to the outcome of the present appeal;
 - b) Where a party a party disagrees with the decision of the Tribunal, it is open to pursue an appeal to the Supreme Court on a question of law pursuant to s25 of the RMPAT Act;
 - c) An appealable decision within the meaning of s25 of the RMPAT Act is not limited to one that finally determines the appeal. Reconsideration of reasons for a decision before a formal order is entered into "should not be used as a substitute for an appeal";
 - d) The Tribunal does not have authority before making its statutory decision to consider further submissions on any of the matters set out in the Tribunal's reasons for decision. The Appellant submits that such a position overlooks the Tribunal's obligations pursuant to s16(1)(f) of the RMPAT Act requiring a decision to be made within 90 days after the institution of an appeal;
 - e) Given that s25 of the RMPAT Act lies an appeal from any decision of the Tribunal on a question of law, such a referral of a right of appeal may tend to indicate the Tribunal does not have any power of self-correction;¹
 - f) That the application of and the significance of Mortimer J's decision, as asserted by the First Joined Parties, is "confused". It was submitted that the Acceptable Solution at Clause 29.3.1 of the Central Highlands Interim Planning Scheme 2015 (the Scheme) requires factual determination that the use as proposed will be undertaken in accordance with the Tasmanian Wilderness World Heritage Area Management Plan (Management Plan). Such a use may be undertaken in accordance with the Management Plan, even where the administrative process of assessment is an administrative policy; and
 - g) That the Tribunal treated the Reserve Activity assessment process as an assessment tool in order to determine whether the Proposal complied with the Management Plan.
- 9. The Tribunal accepts that what the First Joined Parties seek is that the Tribunal reconsider its decision in a number of material respects and to invite the Tribunal to reach a different conclusion

MA & JM Purton v A & M Jackson [2012] TASFC 2 at [26].

than that set out in the published decision of 21 October 2019. It is asserted the Tribunal should do so in light of Mortimer J's decision.

- 10. The Tribunal's decision of 21 October 2019 is a substantive decision but is not a final decision in that orders dispositive of the appeal are yet to be made. As is evident from that decision, all that is now required to finalise the appeal is the making of formal orders to give effect to the determination and findings made in the 21 October 2019 decision. The making of those orders requires only a specific consideration by this Tribunal of what, if any, conditions should be imposed on the permit to be ordered to be granted.
- 11. The Tribunal does have power to consider further submissions. That power, however, where reasons for a decision have been given, should only be exercised in exceptional circumstances.
- 12. In the Tribunal's view, what is sought by the First Joined Parties is a redetermination of a substantive decision of this Tribunal. Where an unsuccessful party seeks to challenge the decision-maker's findings such a challenge is usually by way of an appeal. The RMPAT Act provides for a right of appeal on a question of law within a specific timeframe². The statutory scheme imposes a timeframe for the delivery of the Tribunal's decision³. These provisions do not, in the Tribunal's view indicate an intention for this Tribunal to reconsider its decisions in any material respect. The decision of the Full Court in *Purton v Jackson*⁴ related to a decision of this Tribunal where it was determined that it had no jurisdiction to hear and determine an appeal to it. The Tribunal then subsequently determined that it did have power to hear and determine the appeal. At first instance, Wood J held that the Tribunal had no power to proceed to hear and determine the appeal in light of its first decision and set aside the Tribunal's decision to the effect that it did so.⁵ On appeal to the Full Court, His Honour, Justice Blow (as he then was) said:

"There is nothing in the RMPAT Act that expressly prohibits the Tribunal from varying or reversing its decisions. However, limited powers of correction and amendment are expressly conferred by s23(5) and (6)."

13. Blow J concluded at [29]:

"In my view the nature of the tribunal's work and the scheme of the relevant legislation compel a conclusion that the tribunal's only powers to change a decision disposing of an appeal – even one disposing of an appeal on the basis that it had no jurisdiction – are those conferred by s23(5) and (6). Those subsections should be regarded as covering the field in relation to the changing of any final decision disposing of an appeal or, to use the words of s23(6), a "decision on an appeal". Such an interpretation promotes the purposes and objects of the RMPAT Act, whereas a contrary interpretation would not: Acts Interpretation Act, s8A(1). It would be contrary to the scheme of the relevant legislation for the tribunal to have any other power to reconsider, vary or reverse such a decision. In this regard I see no reason to treat a decision that the tribunal lacks jurisdiction any differently from a decision under s23(2) affirming, varying or setting aside a decision that has been appealed against. It follows that the tribunal had no power to make its second decision, and that the learned primary judge was correct to take that view."

14. While Purton v Jackson was considering a 'final' decision of the Tribunal as to jurisdiction, in the Tribunal's view, His Honour's conclusion is equally applicable to the Tribunal's determination of 21 October 2019. Given the nature of the Tribunal's findings and determination, what is sought by the First Joined Parties, is more akin to an application to reopen rather than an application for leave to file further submissions. The First Joined Parties submitted that based upon the further

² s25.

³ SI6(I)(f).

^{4 [2012]} TASFC 2.

⁵ Jackson v Purton [2011] TASSC 28. (Jackson v Purton) at [22].

submissions for which leave is sought to be made, and in reliance upon Mortimer J's decision, the Tribunal should refuse to grant the permit for the Proposal.

15. With respect to an application to reopen after judgment has been given, the Tribunal was referred to the decision of *Autodesk Inc v Dyason*⁶. In that decision, Brennan J (as he then was), said, at 309, that the Court:

"Should not reopen a matter that has been fully heard and argued because of the submission by the unsuccessful party that, on further argument, the Court would be satisfied it had reached the wrong conclusion in law."

- 16. While a court may review, or correct its judgment at any time until its order has been perfected⁷, a power to reopen a hearing is discretionary, and considerations of public interest in finality and the rights of appeal, militate against the exercise of that power.⁸
- 17. The Tribunal accepts the submissions of the Appellant that the reconsideration of reasons of a decision before formal orders are entered should not be used as a substitute for an appeal. That final orders disposing of the appeal have not been made does not prevent the parties to this appeal exercising rights under s25 of the RMPAT. In *Jackson v Purton*, Wood J, in her consideration of the interpretation of s25 of the RMPAT Act, said:
 - "38 The words of the section are clear and unambiguous. The natural and ordinary meaning of the words "any decision ... in the appeal" extend beyond decisions that are final or that effectively determine the proceedings. Further, the statutory context and use of this word "decision" elsewhere in the Act, and the contrasting expression "determination of the appeal" support this interpretation. The word "any" suggests that Parliament deliberately chose to be non-discriminating about the type of decisions that may be the subject of appeal and the reference to "any decision" in "the appeal" must convey that it is envisaged that there may be more than one decision in any one appeal.
 - 39 If the meaning of the phrase "any decision ... in the appeal" in s25(1) is confined to decisions which involve an effective and irrevocable resolution of some substantive right of a party as considered by Fullager J in Milner, and referred to by Cox CJ in Latham, then the Tribunal's decision in this case as to jurisdiction qualifies, in the particular circumstances of this case, as such a decision. The decision had a substantive effect on the rights of the parties in this case for the reasons mentioned."
- 18. Autodesk Inc v Dyason⁹ dealt with an application by an unsuccessful Respondent to vacate a judgment prior to the entry of formal orders for the purpose of re-agitating issues that had already been argued and determined. The application failed. While the Court recognised the jurisdiction to reopen a case to permit a party to put further argument, it was accepted that the exercise of that power is, in practice, extremely rare.¹⁰
- 19. Mason CJ said, at 303:

"However, it must be emphasized that the jurisdiction is not to be exercised for the purpose of re-agitating arguments already considered by the Court; nor is it to be exercised simply because the party seeking a rehearing has failed to present the argument in all its aspects or as well as it might have been put. What must emerge, in order to enliven the exercise of the

^{6 (1993) 176} CLR 300.

⁷ Smith v New South Wales Bar Association (1992) 176 CLR 256 at [265].

⁸ Russfal Pty Ltd v Tassal Limited [2007] TASSĆ 80.

⁹ (1993) 176 CLR 300.

¹⁰ Gaudron J at [322].

jurisdiction, is that the Court has apparently proceeded according to some misapprehension of the facts or the relevant law and that this misapprehension cannot be attributed solely to the neglect or default of the party seeking the rehearing. The purpose of the jurisdiction is not to provide a backdoor method by which unsuccessful litigants can seek to reargue their cases."

- 20. The Tribunal is not persuaded that the Appellant's submissions identified that this Tribunal misapprehended the facts or relevant law in its decision of the 21 October 2019 in the manner contemplated by Mason CJ in Autodesk Inc. v Dyason.
- 21. This is not a case where the First Joined Parties were not afforded a full opportunity at the hearing to put all arguments in response to the grounds of appeal. The First Joined Parties did not make any application to the Tribunal that its hearing and determination of the appeal be deferred pending a decision in the Federal Court proceedings, the subject of Mortimer J's decision.
- 22. It should also be noted that by correspondence from the Registrar of this Tribunal dated 25 March 2019 and upon a second inquiry by the Tribunal at a directions hearing held on 3 May 2019, the Tribunal sought submissions from the parties as to whether the Federal Court proceedings on foot at that time were like to have any bearing on the outcome of Tribunal proceedings and whether the Tribunal's determination of this appeal should await the outcome of those Federal Court proceedings. No party to this appeal asserted that the Tribunal hearing and determination of this appeal should be deferred pending the outcome of the Federal Court proceedings¹¹.
- 23. In all the circumstances, the Tribunal declines to exercise its discretion to grant leave for the filing of further submissions from the First Joined Parties.

Conditions to be imposed on the permit

- 24. Council's power to impose conditions on the permit under s51(3A) of the LUPA Act is a broad power but is subject to the principles set out in Newburys District Council v Secretary of the State for the Environment¹² and West Australian Planning Commission v Temwood Holdings Pty Ltd¹³ (Temwood).
- 25. As determined in Temwood, a valid condition imposed on a permit is one that:
 - a) Is for a proper planning purpose and not any ulterior purpose;
 - b) Reasonable and fairly relates to the development permitted; and
 - c) Is not so unreasonable that no reasonable planning authority would have imposed them.
- 26. As submitted by the First Joined Parties, conditions must be certain and final and not leave open the possibility of the development approved is significantly different from the development the subject of the application.¹⁴
- 27. In accordance with the Tribunal's directions, Council prepared draft conditions. A copy of those conditions is set out in Annexure "A" to this decision. The First Joined Parties prepared alternative draft conditions which are set out in Annexure "B" to this decision. In subsequent submissions filed by the Council it adopted a number of those conditions contained in the First Joined Parties' draft conditions. Council adopted the submissions of the First Joined Parties at paragraph [13] to [18] of the submissions of 18 November 2019.

¹¹ By email of 26 March 2019 the 1st Party Joined advised the Tribunal that the Federal Court proceedings had no bearing on the Tribunal jurisdiction to hear the appeal.

¹² [1981] AC 578.

¹³ [2004] 221 CLR 30.

¹⁴ Mison v Randwick Municipal Council (1991) 23 NSWLR 734 at [741] per Meagher JA.

- 28. Having considered the submissions of the Appellant, Council and First Joined Parties, the Tribunal's consideration below refers to the First Joined Parties' draft conditions, as a number of those are accepted by Council as appropriate, but also incorporates a consideration of Council's draft conditions.
 - Condition I: This condition is not in dispute between the parties, but the Appellant submits it may be rendered otiose by exclusion of relevant draft conditions. For reasons set out below, Condition I is appropriate.
 - 2) Condition 2: The proposed condition identifies the documentation that comprises the development application and requires that the use and development must be carried out in accordance with the development application. The usual condition imposed on a planning permit provides that "the use and development shall be substantially in accordance with" the permit application. The Tribunal is not satisfied that something more is required with respect to this particular proposal. Condition 2 is appropriate, subject to that amendment and the inclusion of Council's Condition 2.
 - 3) Condition 3: The Tribunal accepts the Appellant's submission that no physical infrastructure is proposed, and as such this condition is unnecessary as it duplicates Condition 2.
 - 4) Condition 4: This condition duplicates the effect of Condition 2 and is unnecessary.
 - 5) Conditions 5, 6, 7 and 8: The Appellant submits that the power to impose conditions on use is limited to approval of visitor accommodation and ancillary activities and given the Tribunal's determination that the Acceptable Solution in Clause 29.3.1 of the Scheme is met, each other aspect of the use falls to be regulated pursuant to the National Parks & Reserve Management Act 2002 and the Management Plan. The Tribunal accepts the Appellant's submissions with respect to Conditions 5 to 8. The Tribunal accepts that Council's Conditions 3 and 4 are appropriate and within power and notes the Appellant agrees to the inclusion of those conditions. Conditions 3 and 4 of the Council's draft conditions should be included as conditions of the permit subject to a deletion of the last sentence of Condition 4. The Tribunal also notes that the extent of use is adequately addressed in Condition 2. Condition 2 adequately addresses that the development and use shall proceed in the manner proposed by the Appellant in its permit application as amended by the Tribunal on 25 June 2019. The Development Application specifically states the scale of the use as "a maximum of 30 trips annually (restricted through State and Federal Government) with just six customers per trip. Helicopter use is only required for ~ 60 days per year."¹⁵
 - 6) Condition 9: The Tribunal accepts Council's submissions that Condition 9 is unnecessary.
 - 7) Condition 10: The Tribunal accepts the submissions of the Council and the First Joined Parties that the inclusion of a rehabilitation condition is appropriate and within power. Given the seasonal nature of the Proposal, cessation of use beyond three years is an appropriate timeframe and the condition should be amended accordingly.
 - 8) Conditions 11 and 12: In the Tribunal's view, these conditions are otiose as they are sufficiently addressed by Condition 2. The Cumulus Studio Pty Ltd's plans describe likely external finishes.
 - 9) Conditions 13 and 14: These conditions are not in dispute. While Council prefers its own wording set out in its draft Conditions 8 and 9, Council accepts that the wording of the First

¹⁵ Halls Island Development Application Appendix 17 to the Statement of Mr Hackett dated 4 June 2019.

Joined Parties' Conditions 13 and 14 are expressed in similar terms. Those conditions are appropriate and within power.

- 10) Condition 15: The Tribunal accepts Council and the Appellant's submissions. The Condition is not sufficiently certain and does not meet the Temwood test. It should not be imposed.
- 11) Conditions 16 and 17: These conditions are similar to Council's Conditions 11 and 12. The Tribunal accepts the submissions of the Appellant. Further, Condition 17 is set out in such general terms as to lack certainty and any real prospect of enforceability. Conditions 16 and 17 should not be imposed.
- 29. The First Joined Parties' draft conditions did not contain Condition 10 of Council's draft conditions or a version thereof. Council submitted that Condition 10 of its draft conditions should be included as a condition of any permit for the Proposal. The Tribunal principally accepts the Appellant's submissions with respect to the imposition of this condition.¹⁶ However, the Tribunal accepts that prior to the commencement of any works associated with the Proposal, Council should be provided with the Reserve Activity Assessment Approval including any conditions imposed thereon. Such a condition is, in the Tribunal's view, appropriate and within power. On that basis, Condition 10 of Council's draft conditions should be amended to read:

"Operation and Management Plans

- 10. Before any work commences, the Reserve Activity Assessment Approval, including any conditions imposed thereon, must be submitted to Council's General Manager."
- 30. Accordingly, having regard to the Tribunal's determination of 21 October 2019, and the Tribunal's consideration of the proposed conditions set out herein, the Tribunal makes the following orders:
 - a) That Council's refusal of 28 February 2019 for DA 2018/00050 be set aside and replaced with an approval subject to conditions;
 - b) The Council is directed to issue a permit in the form contained in Annexure "C" of this decision for DA 2018/00050 within 14 days of the date of this order.
- 31. S28(1) of the Resource Management & Planning Appeal Tribunal Act 1993 directs that each party to this appeal is to pay its own costs. The Tribunal will consider an application for a costs order under s28(2) if it is made in writing with supporting submissions within 21 days of the date of this decision. If an application is made, the operation of s28(1) is stayed until further order.
- 32. If requested, the Tribunal will reconvene to hear any evidence in respect of any matter bearing upon an order for costs.

¹⁶ Paragraph 10 of Mr McElwaine's submissions of 8 November 2019.

General

- 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.

Approved Use

- 3) The site is to be used for the purposes detailed within the approved documents only, that is; Visitor accommodation and ancillary activities. It must not to be used for other purposes without the prior written consent of Council.
- 4) The Helicopter Landing Site is approved as ancillary to the Visitor accommodation use only and must only be used for purposes associated with that use i.e. construction, guest transfers to and from the visitor accommodation, servicing and emergencies. Helicopters and the Helicopter Landing Site must not be used for any other purpose and must altogether cease if the Visitor accommodation use ends.

Rehabilitation

5) If the Visitor accommodation use ceases for any reason all approved buildings and structures must be removed from the site and the site must be rehabilitated to avoid environmental degradation such as erosion, to the satisfaction of the Council's General Manager.

External finishes

- 6) The external building materials and finishes associated with the development are to be of types and colours that are sympathetic to the natural environment as detailed in the approved plans and shall be to the satisfaction of the Council's General Manager.
- 7) All external metal building surfaces must be clad in non-reflective pre-coated metal sheeting or painted to the satisfaction of the Council's General Manager.

Services

- 8) All stormwater from the roofs of the proposed development must be captured for re-use onsite with water from overflows to be dispersed to avoid any concentrated or diverted discharge that may cause unnatural erosion. Such water must not be directly discharged to Lake Malbena. All such works must be to the satisfaction of Councils Plumbing Inspector.
- 9) All wastewater from the proposed development must be captured in sealed tanks and removed from the site for disposal at an approved facility outside the Tasmanian Wilderness World Heritage Area, to the satisfaction of Councils General Manager.

Operations and Management Plans

- 10) Before any work commences the following documents must be submitted to the satisfaction of Councils General Manager:
 - Reserve Activity Assessment approval including any conditions;
 - Operations Manual;
 - Construction Environmental Management Plan;
 - Weed and Hygiene Plan;

- Indigenous Heritage Management Plan;
- Species and Communities of Significance Plan;
- Fire Management Plan
- Customised Fly Neighbourly Advice Impact Mitigation and Avoidance Prescription Plan;
- Wilderness Characteristics Management Plan;
- Soil and Water Management Plan; and
- Emergency Management Plan

Construction 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.

- 12) 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. Appearance of any building, works or materials.
 - d. 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 is permitted.

The following advice applies to this permit:

- a) This permit does not imply that any other approval required under any other legislation has been granted.
- b) The use and development must not commence until all other approvals have been obtained.
- c) Construction and site works must not commence until any necessary approval has been issued in accordance with the *Building Act 2016*.
- d) The Soil and Water Management Plan shall be prepared in accordance with the guidelines Soil and Water Management on Building and Construction Sites, by the Derwent Estuary Programme and NRM South, the State Policy for Water Quality Management 1997.
- e) The issue of this permit does not ensure compliance with the provisions of the Aboriginal Heritage Act 1975. If any suspected Aboriginal heritage items are located during construction the provisions of the Act must be complied with.
- f) The issue of this permit does not ensure compliance with the provisions of the Threatened Species Protection Act 1995, Nature Conservation Act 2002 or the Commonwealth Environmental Protection and Biodiversity Protection Act 1999.
- g) Any signage associated with the use located on the land may require further pre-approvals from Council.

Annexure "B"

Permit: Use and development of the Land for visitor accommodation and vegetation removal

Definitions

I. Unless otherwise stated, the following definitions apply within this permit:

Access Route: walking route from Helicopter Landing Site to the shore of Lake Malbena as shown on Cumulus Studio Location Plan 15191-da03 and as the "helipad access route" in figure 3 of in North Barker's "Halls Island Standing Camp Lake Malbena Walls of Jerusalem Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey For Wild Drake Pty Ltd" dated 14 June 2018

Helicopter Landing Site: the helicopter landing site shown on Cumulus Studio Location Plan 15191-da03 and described as "helicopter pad site 2" or "Helipad site 2" in North Barker's "Halls Island Standing Camp Lake Malbena Walls of Jerusalem Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey For Wild Drake Pty Ltd" dated 14 June 2018

Land: Parts of the Walls of Jerusalem National Park and part of Central Plateau Conservation Area (PID 7428536) as shown on Cumulus Studio Location Plan 15191-da03, more particularly described as Halls Island, the Access Route, Helicopter Landing Site, and Lake Malbena (fishing and kayaking)

General

- 2. The use and development must be carried out in accordance with:
 - a. the development application (including Application Form and Crown Consent; All Urban Planning Assessment Report dated 5 January 2019; Cumulus Studio plans 15191-da01 to 15191-da14; Halls Island Maps; Halls Island DA - Description of proposed use; Halls Island – RFI Response dated 20 December 2019 (ref DA 2018 / 00050); Gough Plastics Indicative Greywater Pod Design dated 24 April 2012; Unanticipated Discovery Plan for Aboriginal cultural heritage; Reserve Activity Assessment (completed up to step 7); Halls Island EPBC Self-referral June 2018– Response to request for further Information (including the Protected Matters Environmental Management Plan); North Barker Flora and Fauna assessment dated 21 November 2016; and the North Barker Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey dated 14 June 2018);
 - b. the plans endorsed by Council's General Manager and forming part of this permit; and
 - c. the conditions of this permit.
- 3. No physical infrastructure is permitted to be constructed for the purposes of the Helicopter Landing Site.
- 4. The layout of the use and development as shown on the endorsed plans must not be altered.

Approved use

- 5. The activities which are permitted as part of the visitor accommodation use are:
 - a. The use of the Land for visitor accommodation no more than 30 times per year, of 4 days and 3 nights' duration, with no more than 25 trips between November and May and 5 trips between June to October each year;
 - b. Access via helicopter to the Helicopter Landing Site, but only for:
 - i. Up to 6 guests of the visitor accommodation and 2 guides for no more than 30 return trips per year;
 - ii. Reasonable servicing and maintenance of the visitor accommodation use and development and not more than 10 return flights;

- c. Access between the Helicopter Landing Site and Lake Malbena by foot via the Access Route;
- d. Access across Lake Malbena via the "water crossing" shown on Cumulus Studio Location Plan 15191-da03 by non-motorised boat;
- e. Bushwalking on Halls Island except for within the customer exclusion zones shown on Cumulus Studio Location Plan 15191-da03;
- f. Kayaking and occasional fishing on Lake Malbena.
- 6. Bushwalking or other activities off Halls Island are not permitted except for the purposes of access to and from the Helicopter Landing Site on the Access Route.
- 7. No more than 6 guests of the visitor accommodation and 2 guides may be present on Halls Island at any one time.
- 8. Except in the case of an emergency, helicopters must only land at the Helicopter Landing Site and must not land on Halls Island.

Vegetation removal

9. The lancing, pruning or removal of vegetation must only be to the minimum extent necessary to carry out the development and be undertaken under the supervision of a suitably qualified ecologist.

Rehabilitation

- 10. If, for any reason, the Visitor Accommodation use ceases for a period of more than 12 months:
 - a. All buildings and structures developed pursuant to this permit must be removed from the Tasmanian Wilderness World Heritage Area;
 - b. All equipment taken into the Tasmanian Wilderness World Heritage Area associated with this permit (including tools, gas bottles, tanks and helicopter safety and navigational equipment) must be removed from the Tasmanian Wilderness World Heritage Area; and
 - c. The Land including the footprint area of the buildings, the walking tracks, walking pads, boardwalks, the Access Route, and the Helicopter Landing Site must be rehabilitated to the satisfaction of the Council's General Manager under the supervision and advice of a suitably qualified ecologist.

External finishes

- 11. The external building materials and finishes associated with the development are to be of types and colours that are sympathetic to the natural environment as detailed in the endorsed plans prepared by Cumulus Studio Pty Ltd and shall be to the satisfaction of the Council's General Manager.
- 12. All external metal building surfaces must be clad in non-reflective pre-coated metal sheeting or paint to the satisfaction of the Council's General Manager.

Services

- 13. All stormwater from the roofs of the proposed development must be captured for re-use onsite, with water from overflows to be dispersed to avoid any concentrated or diverted discharge that may cause erosion. Such water must not be directly discharged to Lake Malbena. All stormwater works must be completed to the satisfaction of Council's General Manager.
- 14. All wastewater from the proposed development must be captured in sealed tanks and regularly removed from the site for disposal at a facility outside the Tasmanian Wilderness World Heritage Area. Prior to any disposal of waste, the disposal facility must be approved in writing by the Council's General Manager.

Construction Amenity

- 15. The visitor accommodation and communal "pods" must be prefabricated off-site and transported to Halls Island by helicopter via helicopter sling;
- 16. The development must only be carried out between the following hours unless otherwise approved by the Council's General Manager.
 - a. Monday to Friday 7:00 a.m. to 6:00 p.m.
 - b. Saturday 8:00 a.m. to 6:00 p.m.
 - c. Sunday and State-wide public holidays 10:00 a.m. to 6:00 p.m.
- 17. 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, wastewater, waste products, grit or otherwise;
 - b. The transportation of materials, goods and commodities to and from the Land;
 - c. Appearance of any building works or materials;
 - d. 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 is permitted.

The following advice applies to this permit:

- a. This permit does not imply that any other approval required under any other legislation has been granted.
- b. The use and development must not commence until all other approvals have been obtained.
- c. Construction and site works must not commence until any necessary approval has been issued in accordance with the Building Act 2016.
- d. The Soil and Water Management Plan shall be prepared in accordance with the guidelines Soil and Water Management on Building and Construction Sites, by the Derwent Estuary Programme and NRM South, the State Policy for Water Quality Management 1997.
- e. The issue of this permit does not ensure compliance with the provisions of the Aboriginal Heritage Act 1975. If any suspected Aboriginal heritage items are located during construction the provisions of the Act must be complied with.
- f. The issue of this permit does not ensure compliance with the provisions of the Threatened Species Protection Act 1995, Nature Conservation Act 2002, National Parks and Reserves Management Act 2002 or the Commonwealth Environmental Protection and Biodiversity Protection Act 1999.
- g. Any signage associated with the use located on the land may require further pre-approvals from Council.

Annexure "C"

Permit: Use and development of the Land for visitor accommodation and vegetation removal

Definitions

I. Unless otherwise stated, the following definitions apply within this permit:

Access Route: walking route from Helicopter Landing Site to the shore of Lake Malbena as shown on Cumulus Studio Location Plan 15191-da03 and as the "helipad access route" in figure 3 of in North Barker's "Halls Island Standing Camp Lake Malbena Walls of Jerusalem Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey For Wild Drake Pty Ltd" dated 14 June 2018

Helicopter Landing Site: the helicopter landing site shown on Cumulus Studio Location Plan 15191-da03 and described as "helicopter pad site 2" or "Helipad site 2" in North Barker's "Halls Island Standing Camp Lake Malbena Walls of Jerusalem Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey For Wild Drake Pty Ltd" dated 14 June 2018

Land: Parts of the Walls of Jerusalem National Park and part of Central Plateau Conservation Area (PID 7428536) as shown on Cumulus Studio Location Plan 15191-da03, more particularly described as Halls Island, the Access Route, Helicopter Landing Site, and Lake Malbena (fishing and kayaking)

General

- 2. The use and development must be carried out in accordance with:
 - a. the development application (including Application Form and Crown Consent; All Urban Planning Assessment Report dated 5 January 2019; Cumulus Studio plans 15191-da01 to 15191-da14; Halls Island Maps; Halls Island DA - Description of proposed use; Halls Island – RFI Response dated 20 December 2019 (ref DA 2018 / 00050); Gough Plastics Indicative Greywater Pod Design dated 24 April 2012; Unanticipated Discovery Plan for Aboriginal cultural heritage; Reserve Activity Assessment (completed up to step 7); Halls Island EPBC Self-referral June 2018– Response to request for further Information (including the Protected Matters Environmental Management Plan); North Barker Flora and Fauna assessment dated 21 November 2016; and the North Barker Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey dated 14 June 2018);
 - b. the plans endorsed by Council's General Manager and forming part of this permit; and
 - c. the conditions of this permit.
- 3. 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.

Approved Use

- 4. The site is to be used for the purposes detailed within the approved documents only, that is; Visitor accommodation and ancillary activities. It must not to be used for other purposes without the prior written consent of Council.
- 5. The Helicopter Landing Site is approved as ancillary to the Visitor accommodation use only and must only be used for purposes associated with that use i.e. construction, guest transfers to and from the visitor accommodation, servicing and emergencies.

Rehabilitation

- 6. If, for any reason, the Visitor Accommodation use ceases for a period of 3 years or more:
 - a. All buildings and structures developed pursuant to this permit must be removed from the Tasmanian Wilderness World Heritage Area;
 - b. All equipment taken into the Tasmanian Wilderness World Heritage Area associated with this permit (including tools, gas bottles, tanks and helicopter safety and navigational equipment) must be removed from the Tasmanian Wilderness World Heritage Area; and
 - c. The Land including the footprint area of the buildings, the walking tracks, walking pads, boardwalks, the Access Route, and the Helicopter Landing Site must be rehabilitated to the satisfaction of the Council's General Manager under the supervision and advice of a suitably qualified ecologist.

Services

- 7. All stormwater from the roofs of the proposed development must be captured for re-use onsite, with water from overflows to be dispersed to avoid any concentrated or diverted discharge that may cause erosion. Such water must not be directly discharged to Lake Malbena. All stormwater works must be completed to the satisfaction of Council's General Manager.
- 8. All wastewater from the proposed development must be captured in sealed tanks and regularly removed from the site for disposal at a facility outside the Tasmanian Wilderness World Heritage Area. Prior to any disposal of waste, the disposal facility must be approved in writing by the Council's General Manager.

Operations and Management Plans

9. Before any work commences the Reserve Activity Assessment Approval, including any conditions imposed thereon, must be submitted to Council's General Manager.

The following advice applies to this permit:

- a) This permit does not imply that any other approval required under any other legislation has been granted.
- b) The use and development must not commence until all other approvals have been obtained.
- c) Construction and site works must not commence until any necessary approval has been issued in accordance with the *Building Act 2016*.
- d) The Soil and Water Management Plan shall be prepared in accordance with the guidelines Soil and Water Management on Building and Construction Sites, by the Derwent Estuary Programme and NRM South, the State Policy for Water Quality Management 1997.
- e) The issue of this permit does not ensure compliance with the provisions of the Aboriginal Heritage Act 1975. If any suspected Aboriginal heritage items are located during construction the provisions of the Act must be complied with.
- f) The issue of this permit does not ensure compliance with the provisions of the Threatened Species Protection Act 1995, Nature Conservation Act 2002 or the Commonwealth Environmental Protection and Biodiversity Protection Act 1999.
- g) Any signage associated with the use located on the land may require further pre-approvals from Council.



PLANNING PERMIT DA 2018/50

In accordance with Division 2 of Part 4 of the Land Use and Planning Approvals Act 1993, the Central Highlands Council (Planning Authority) grants a permit –

To: Wild Drake Pty Ltd

Of: PO Box 1061 LAUNCESTON TAS 7250

Permit:

Use and development of the Land for visitor accommodation and vegetation removal

Definitions

1. Unless otherwise stated, the following definitions apply within this permit:

Access Route: walking route from Helicopter Landing Site to the shore of Lake Malbena as shown on Cumulus Studio Location Plan 15191-da03 and as the "helipad access route" in figure 3 of in North Barker's "Halls Island Standing Camp Lake Malbena Walls of Jerusalem Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey For Wild Drake Pty Ltd" dated 14 June 2018

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Land: Parts of the Walls of Jerusalem National Park and part of Central Plateau Conservation Area (PID 7428536) as shown on Cumulus Studio Location Plan 15191-da03, more particularly described as Halls Island, the Access Route, Helicopter Landing Site, and Lake Malbena (fishing and kayaking)

General

- 2. The use and development must be carried out in accordance with:
 - a. the development application (including Application Form and Crown Consent; All Urban Planning Assessment Report dated 5 January 2019; Cumulus Studio plans 15191-da01 to 15191-da14; Halls Island Maps; Halls Island DA Description of proposed use; Halls Island RFI Response dated 20 December 2019 (ref DA 2018 / 00050); Gough Plastics Indicative Greywater Pod Design dated 24 April 2012; Unanticipated Discovery Plan for Aboriginal cultural heritage; Reserve Activity Assessment (completed up to step 7); Halls Island EPBC Self-referral June 2018– Response to request for further Information (including the Protected Matters Environmental Management Plan); North Barker Flora and Fauna assessment dated 21 November 2016; and the North Barker Proposed Helicopter Landing Site and Access to Halls Island Vegetation Survey dated 14 June 2018);
 - b. the plans endorsed by Council's General Manager and forming part of this permit; and
 - c. the conditions of this permit.
- 3. 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.

Approved Use

- 4. The site is to be used for the purposes detailed within the approved documents only, that is; Visitor accommodation and ancillary activities. It must not to be used for other purposes without the prior written consent of Council.
- 5. The Helicopter Landing Site is approved as ancillary to the Visitor accommodation use only and must only be used for purposes associated with that use i.e. construction, guest transfers to and from the visitor accommodation, servicing and emergencies.

Rehabilitation

- 6. If, for any reason, the Visitor Accommodation use ceases for a period of 3 years or more:
 - a. All buildings and structures developed pursuant to this permit must be removed from the Tasmanian Wilderness World Heritage Area;
 - b. All equipment taken into the Tasmanian Wilderness World Heritage Area associated with this permit (including tools, gas bottles, tanks and helicopter safety and navigational equipment) must be removed from the Tasmanian Wilderness World Heritage Area; and
 - c. The Land including the footprint area of the buildings, the walking tracks, walking pads, boardwalks, the Access Route, and the Helicopter Landing Site must be rehabilitated to the satisfaction of the Council's General Manager under the supervision and advice of a suitably qualified ecologist.

Services

7. All stormwater from the roofs of the proposed development must be captured for re-use onsite, with water from overflows to be dispersed to avoid any concentrated or diverted discharge that may cause erosion. Such water must not be directly discharged to Lake Malbena. All stormwater works must be completed to the satisfaction of Council's General Manager.

8. All wastewater from the proposed development must be captured in sealed tanks and regularly removed from the site for disposal at a facility outside the Tasmanian Wilderness World Heritage Area. Prior to any disposal of waste, the disposal facility must be approved in writing by the Council's General Manager.

Operations and Management Plans

9. Before any work commences the Reserve Activity Assessment Approval, including any conditions imposed thereon, must be submitted to Council's General Manager.

The following advice applies to this permit:

- a) This permit does not imply that any other approval required under any other legislation has been granted.
- b) The use and development must not commence until all other approvals have been obtained.
- c) Construction and site works must not commence until any necessary approval has been issued in accordance with the Building Act 2016.
- d) The Soil and Water Management Plan shall be prepared in accordance with the guidelines Soil and Water Management on Building and Construction Sites, by the Derwent Estuary Programme and NRM South, the State Policy for Water Quality Management 1997.
- e) The issue of this permit does not ensure compliance with the provisions of the Aboriginal Heritage Act 1975. If any suspected Aboriginal heritage items are located during construction the provisions of the Act must be complied with.
- f) The issue of this permit does not ensure compliance with the provisions of the Threatened Species Protection Act 1995, Nature Conservation Act 2002 or the Commonwealth Environmental Protection and Biodiversity Protection Act 1999.
- g) Any signage associated with the use located on the land may require further pre-approvals from Council.

Issued in accordance with RMPAT Decision No 28/2019 dated 18 December 2019

for Al Brodburn

Lyn Eyles General Manager

Central Highlands Meal Delivery Program Survey Results (January - December 2019)



The meal delivery program commenced in February 2018 in response to an identified need for improved access and supply of healthy affordable food in the Central Highlands. Meals are cooked and frozen by Waterbridge Food Co-op in Gagebrook. The project is coordinated through Ash Cottage Ouse and community volunteers assist with taking orders and delivery of meals.

The meal delivery program is a component of the Central Highlands Food Connect Project funded by Healthy Tasmania Community Innovations Grants through the Tasmanian Government. The project is a partnership between the Health Action Team Central Highlands (HATCH), Tasmanian Health Service, and Central Highlands Council.

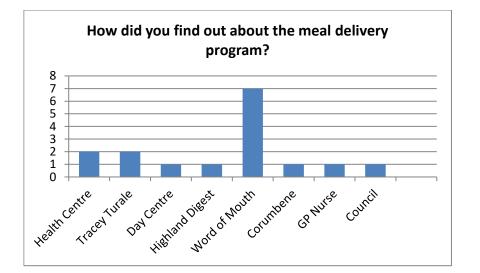
The majority of clients are older people living alone with all clients living in the Central Highlands municipality. Many clients live in rural isolated areas.

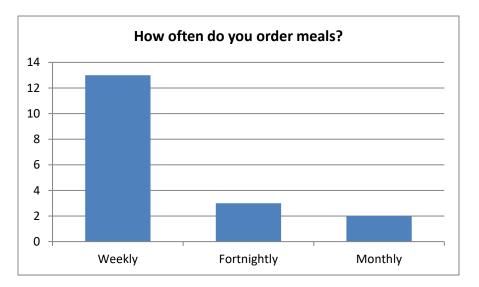
Total meals distributed – approximately 90 per week 18 clients were surveyed for 2019

These survey results provide evidence of the following outcomes:

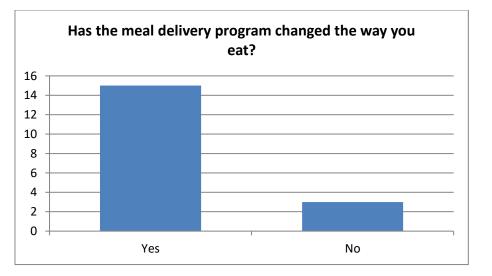
- Improved access to and supply of healthy affordable food
- Enhanced social inclusion & increased community interaction
- Increased community participation through volunteering
- Increased skills & knowledge around healthy lifestyle choices
- Improved food & health literacy

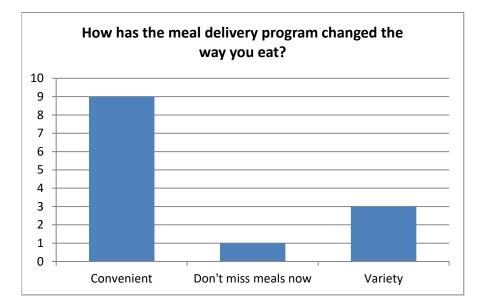
	YES	NO	MAYBE	NA
I am eating better	П	3	4	0
Meals are cheaper	18	0	0	0
l eat more different foods now	13	3	2	0
I am enjoying my meals more	15	0	3	0
I see and talk to more people	13	4	I	0
I enjoy my weekly catch-up with volunteers	16	I	I	0

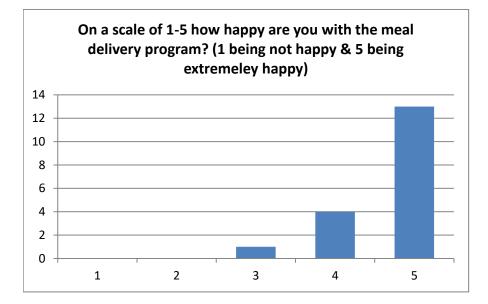


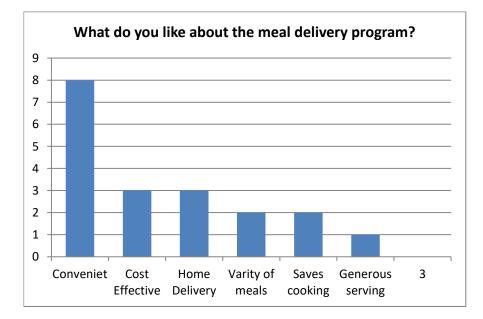


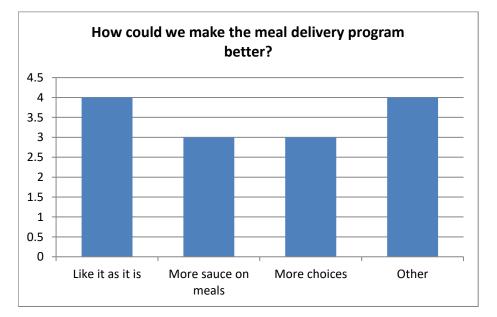


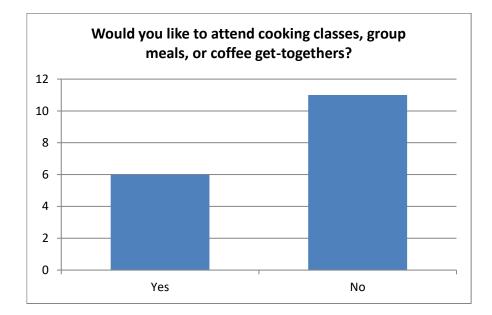


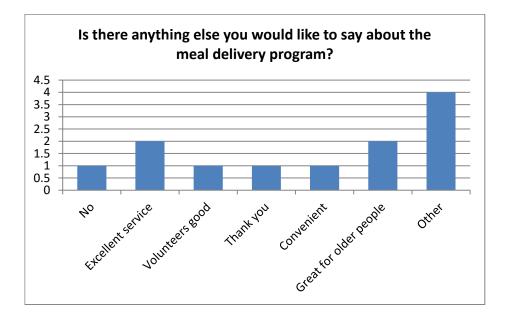












For information regarding this report:

Tracey Turale

Phone: 0429 433 664

Email: tracey.turale@ths.tas.gov.au

The Central Highlands Food Connect Project was funded by Healthy Tasmania Community Innovations Grants through the Tasmanian Government.



Come and experience Tasmania on an exciting 3 day charity bike ride

and help us, help all Tasmanians who either live with diabetes, live with undiagnosed diabetes or are at high risk of developing diabetes. You probably know one of them, or maybe you are one of them?

- Diabetes is serious -

we need more people to be aware of this and you can help!



Friday, 28 February - Sunday, 1 March 2020 The North West - North Cycle

Registration donation of \$1,200 includes:

- accommodation Thurs-Sat
- visit local attractions

Presented by our **Premier Sponsor**

- community visits
- full catering
- support staff and vehicles
- custom jersey
- You can fundraise this through Everyday Hero.

Join this exciting charity tour of north west / north Tasmania in an all inclusive, 300km+ ride over 3 action packed days!

To register or for more information call or email Ange on: 6215 9000 or aheadlam@diabetestas.org.au







PolliePedal is a unique 3-day road cycling event designed for cyclists who are seeking a challenging ride through the beautiful Tasmanian landscape, and for those who like adventure, friendship, engaging with the local community and making a difference in the lives of others.

Join us as we head on our great north west - north Tasmanian adventure!

Starting in Wynyard on Friday, 28 February we will take on some new roads that we haven't cycled before, taking in more of the spectacular Tasmanian scenery.

We will finish on the Sunday in Longford. More details of the route will be sent out soon.

Participant Registration Form

Single day participation donation is \$400.00 Two days \$800.00
Participating Sunday only - \$200 for the day (no accommodation required)
Title:Name of participant:
Address:
Email:
Daytime phone: (Mob)
Date of birth: / / Preferred jersey size:
Emergency contact name and telephone:
Special Dietary Requirements:
Please tick to indicate which days you'll be participating:
Friday 28 February Saturday 29 February Sunday 1 March
└── Yes I will require accommodation on Thursday evening 27 February in Wynyard. Please complete and post/fax/email to: Ange Headlam, Diabetes Tasmania, GPO Box
827, Hobart, TAS 7001.
Fax: 03 6215 9099 Email: aheadlam@diabetestas.org.au
Method of Payment
My entry is covered via business sponsorship.
My entry is covered via business sponsorship.
Business name:
Business name:
Business name: I will be fundraising my entire entry through the everyday hero page. everydayhero.com.au/event/polliepedal2020 I will fundraise part and pay
Business name: I will be fundraising my entire entry through the everyday hero page. everydayhero.com.au/event/polliepedal2020 I will fundraise part and pay the rest (as detailed below)
Business name: I will be fundraising my entire entry through the everyday hero page. everydayhero.com.au/event/polliepedal2020 I will fundraise part and pay
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Business name:
Business name:

Since the inaugural ride in February 2006, Diabetes Tasmania has worked in collaboration with the Hon. Guy Barnett MP to stage PolliePedal - this support has been invaluable and has helped to make the event a success.

Riders are asked to provide their own bicycle and cycling equipment.

Your participation donation includes: accommodation, most meals, jersey, daily laundry service, support vehicles and staff.

More information regarding each stage will be available **soon** from <u>www.everydayhero.com.au/event/polliepedal2020</u> where you can also sign up to fundraise your participation donation (if need be).

IMPORTANT – All participants must read and sign this page.

Declaration

I (print full name)

acknowledge and agree to the following as a condition of my participation in **PolliePedal'20**:

- I participate in the **PolliePedal'20** at my own risk. I will take all reasonable measures to protect myself from the risks of participation.
- I am responsible for all property I use during the PolliePedal'20 and that Diabetes Tasmania accepts no responsibility for any loss or damage to such property.
- I will comply with all reasonable directions and decisions of the officials, and other representatives of Diabetes Tasmania.
- I release Diabetes Tasmania (and their directors, officers, employees, volunteers, contractors or agents) from any liability (to the extent permitted by law) for any loss, injury or damage suffered in relation to my attendance and participation in **PolliePedal'20** howsoever caused, including any negligence or another act or omission of Diabetes Tasmania (or their directors, officers, employees, volunteers, contractors or agents).
- To the best of my knowledge, I am not suffering from any condition that would prevent and/or render me unfit to participate in the **PolliePedal'20.**
- I give permission for Diabetes Tasmania to use any photographic images or video footage of myself acquired during the event to report on or promote the event during the 2020 ride or in the future.

I, being the participant, have read and agree to these terms and conditions.

Signed:			 	 	 	
Date:	/	/				
Name of	witne	·ss:	 	 	 	
Signatur	e of w	itness:				



Policy No. 2017-50

Audio Recording of Council Meetings Policy

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PURPOSE

This policy provides a framework and direction as to the management of the audio recording of Council meetings. The purpose of audio recording is to assist in the preparation of Minutes, and to ensure that a true and accurate record of debate and discussion is available.

SCOPE

This policy applies to all ordinary and special Council meetings (as defined in the *Local Government (Meeting Procedures) Regulations 2015).* Those parts of meetings which are closed to the public will not be audio recorded by Council.

It does not apply to any other meetings of Council (e.g. Council Committees – Audit / Planning).

LEGISLATION

The particular legislation relevant to this policy is the *Local Government (Meeting Procedures) Regulations* 2015.

Regulation 33 of the Local Government (Meeting Procedures) Regulations 2015 provides as follows:

- 33. Audio recording of meetings
- (1) A council may determine that an audio recording is to be made of any meeting or part of a meeting.
- (2) If the council so determines, the audio recording of a meeting or part of a meeting that is not closed to the public is to be
 - (a) retained by the council for at least 6 months; and
 - (b) made available free of charge for listening on written request by any person.
- (3) If after the minutes of a meeting have been confirmed as a true record a discrepancy between the minutes and an audio recording of that meeting or part of that meeting is noticed, the council, at the next appropriate meeting, is to review the audio recording and either confirm that the minutes are a true record or amend the minutes to reflect the audio recording and then confirm the minutes as amended to be a true record.
- (4) A council may determine any other procedures relating to the audio recording of meetings it considers appropriate.

Unlike Parliament, Council meetings are not subject to parliamentary privilege, and both Council and the individual may be liable for comments that may be regarded as offensive, derogatory and/or defamatory.

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POLICY

All ordinary and special Council meetings (as defined in the *Local Government (Meeting Procedures) Regulations 2015*) shall be audio recorded as provided for by Regulation 33 of *the Local Government (Meeting Procedures) Regulations 2015*, except for the proceedings of meetings or parts of meetings closed to the public in accordance with Regulation 15 (2).

The audio recording of a meeting does not replace the written Minutes and a transcript of the recording will not be prepared.

If in the situation of a technical difficulty an audio recording is not possible, then the Chairperson will advise those present of the circumstances. In the event that an audio recording file becomes corrupt for any reason and therefore unavailable, this information will be provided on the Central Highlands Council website.

At the commencement of those meetings being audio recorded, the Chairperson will announce to all present that an audio recording of the meeting will be made and that it will last the length of the 'open to the public' part of that meeting.

The Chairperson will also announce that members of the public are not permitted to make audio recordings of Council meetings.

The Mayor or Chairperson has the discretion and authority to direct the termination of the audio recording of the meeting. Such direction however, shall only be given in exceptional circumstances including (but not limited to) when:

- it is clearly evident that the discussion is (or potentially likely to be):
 - an infringement of copyright
 - a breach of privacy and/or unlawful disclosure of personal information
 - a release of privileged or confidential information of Council

If recorded, only the audio recording of proceedings made of meetings or parts of meetings open to the public will be made available to the public. The Council may, at its discretion, make any compressed audio recording (preserving adequate voice quality) to be accessible on the Central Highlands Council website. Such recordings will be considered by Council as a routine disclosure under the Right to Information Act 2009. Recordings will be made available on the Council website as soon as practicable (normally within ten (10) business days) from the date of the meeting.

Audio recordings of meetings will be removed from the Central Highlands Council website after a period of six (6) months from the date of the recorded meeting.

The original unmodified audio recording will be suitably stored in accordance with the Council's Information Management requirements. Under Regulation 33(2)(a), the General Manager will dispose of the audio recordings after six months from the date of recording. The General Manager is authorised, pursuant to section 64 of the Local Government Act 1993, to delegate these functions to a Council officer.

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This Agreement is made on _____2020

BETWEEN

Electric Highway Tasmania Pty Ltd (ACN 618 286 490) of (EHT)

AND

Central Highlands Council of, Bothwell 7030 in Tasmania (CHC)

RECITALS

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

OPERATIVE PART

1 Licensed Area to be provided

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

2 Signage

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

3 Infrastructure plans

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

- (f) expansion spaces that will be developed if there is strong enough demand to warrant it, including all the factors listed above for the expanded site.
- 3.2 EHT will amend the plan as required to reflect modifications and changes to the site.
- 3.3 EHT will ensure that current plans are maintained and provided to CHC and PWS outlining the location of all of the infrastructure for the Electric Vehicle Charging Facilities.

4 Provision of additional area

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

5 Duration of the Agreement

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

6 Renewal

Offer of renewal

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

Binding CHC's successors and assigns

6.2 This offer binds CHC and CHC's successors and assigns being the lessors for the time being of the Licensed Area.

Parties who may renew

6.3 This offer may be accepted by EHT.

Conditions for acceptance

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

Conditions of renewal

6.5 The renewal which EHT may accept under this clause is for the renewal of this Agreement for a further term of 5 years from the day after Expiry Date (being the date as specified in Schedule A), containing identical covenants to the covenants of this Agreement except this clause.

Execution of agreement for further term

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

7 Holding over after expiry of Agreement

- 7.1 After the expiry of the Term and when EHT remains in occupation of the Licensed Area with the consent of the CHC, this Agreement continues as a monthly agreement:
 - (a) commencing on the day immediately following the last day of the Term;
 - (b) the Annual Fee being payable by monthly instalments on the first day of each month;
 - (c) on the terms contained in this Agreement, except those terms which are inapplicable to a monthly agreement;
 - (d) terminable by either party on one month's written notice expiring at any time.

8 Fee and charges

- 8.1 EHT will pay to CHC an Annual Fee per parking bay as set out in in this clause.
- 8.2 Payments are to be made annually as directed by the CHC on its invoice with each payment being paid in advance at the commencement of each year of the Term.
- 8.3 If the Licensed Area is added to once fees apply the Annual Fee will be increased per parking bay added.
- 8.4 The parties agree that users of the Electric Vehicle Charging Facilities will be deemed to have paid any parking fees due as long as they are connected and actively charging.
- 8.5 The Annual Fee must be reviewed on each anniversary of the Commencement Date (Review Date) and must be calculated in accordance with the following formula:

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

Where:

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

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

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

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

9 Goods and services tax (GST)

Interpretation

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

Annual Fee and other amounts inclusive of GST

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

EHT's obligation to reimburse CHC

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

Tax invoice

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

10 Services

EHT's liability for services and utilities

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

Installation of meters

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

11 EHT obligations and responsibilities

- 11.1 EHT will itself provide or contract providers to provide equipment, maintenance, billing and customer support for the provision of the Electric Vehicle Charging Facilities.
- 11.2 The Electric Vehicle Charging Facilities will be provided to EV users for a fee payable to EHT to cover the cost of electricity, fixed overheads, amortisation of equipment costs and a modest return to capital and parking charges during applicable hours.
- 11.3 EHT will notify CHC and PWS of any contractors and agents for the installation, operation and maintenance of the Electric Vehicle Charging Facilities and associated equipment in accordance with this Agreement.
- 11.4 EHT will ensure that the Electric Vehicle Charging Facilities will be maintained and updated in a reasonable timeframe based on EHT's specialist knowledge of the market.
- 11.5 All operating costs of the Electric Vehicle Charging Facilities will be met by EHT.
- 11.6 Maintenance, equipment insurance, 24-hour customer support and flexible billing arrangements for customers will be provided by EHT.
- 11.7 EHT will pay all direct operating costs for equipment installed by EHT.
- 11.8 EHT will be responsible for customer support and maintenance call-outs required to ensure dependable access by users.
- 11.9 EHT will provide a summary of the use of the Electric Vehicle Charging Facilities every three months to CHC and upon request to CHC or PWS.
- 11.10 EHT will be responsible for obtaining the necessary approvals for the development and operation of the Electric Vehicle Charging Facilities including any relevant CHC or PWS permits.
- 11.11 EHT will ensure that all cabling and infrastructure for the Electric Charging Facilities are located in the Licensed Area.

12 Central Highlands Council Responsibilities

12.1 CHC will not be required to make a financial contribution to the installation of the Electric Vehicle Charging Facilities. CHC may make in kind contributions to the preparation and

upgrading of the existing site that benefits CHC parking areas and amenities at their discretion.

- 12.2 CHC may will facilitate the connection of electricity to the Electric Vehicle Charging Facilities through supporting discussions with TasNetworks and EHT.
- 12.3 CHC may will be responsible for general site maintenance (clearing litter, maintaining landscaping, car park surface) of the site and periodic superficial cleaning of the Electric Vehicle Charging Facilities to maintain the attractiveness of the equipment and site.
- 12.4 In the course of normal site maintenance, CHC will visually inspect the Electric Vehicle Charging Facilities and will advise EHT of any visible defects or damage.
 - (a) remove litter from the Licensed Area;
 - (b) advise EHT of any visible defects or damage;
 - (c) put charge connector in holder if laying on the ground;
 - (d) wipe over cabinets and displays associated with the Electric Vehicle Charging Facilities.
- 12.5 CHC will promptly report to EHT any visible defects (cracks or damage to casing, glass screens, damage to cables, etc) if noticed during normal inspections or if reported to CHC by users.
- 12.6 CHC will ensure access for EVs wishing to charge by not blocking the parking bay with stored materials or vehicles. and enforcing agreed parking controls as specified in Schedule A. CHC will receive any revenues from enforcement of parking controls.
- 12.7 CHC will notify EHT of any roadworks, disruptions, events or other activities that may affect access to the Electric Vehicle Charging Facilities, so that EHT may advise users and seek to make alternative arrangements to provide service to users.
- 12.8 CHC will include the Licensed Area in its video surveillance areas to assist in the minimisation of the risk of vandalism and impeded access to the Electric Vehicle Charging Facilities.
- 12.9 CHC will work with EHT on local promotion of the Electric Vehicle Charging Facilities and active development of local uses of the Electric Vehicle Charging Facilities and will look to jointly identifying specific opportunities.

13 Insurance

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

Public risk

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

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

EHT's property

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

Workers' compensation

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

Insurer and conditions

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

Joint insurances

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

Evidence of insurance

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

14 EHT's indemnities to CHC

Indemnities

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

Breach of Agreement obligations

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

Misuse of services or facilities

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

Escape of substances

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

Use of Licensed Area

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

Faulty installations

(e) loss, damage or injury to property or persons, caused or contributed to by the defective installation of plant, fixtures and equipment in the Licensed Area by or on behalf of EHT;

Failure to notify

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

Conditions and limitations

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

15 Exemption of CHC from liability

Licensed Area occupied at EHT's risk

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

Exclusion of CHC's liability to EHT

- 15.2 Except as provided for in clause 15.3, CHC is not liable to EHT and is excluded from liability for damage to EHT's plant, equipment and other property and for loss of profits whilst EHT is using and occupying the Licensed Area, including through:
 - (a) any defect in the construction or condition of the Licensed Area;
 - (b) any defect in the construction or operation of facilities or services to the Licensed Area;
 - (c) fire, water or any other cause.
- 15.3 CHC will be liable to EHT for damage to EHT's plant, equipment and other property and for loss of profits whilst EHT is using and occupying the Licensed Area, in the event of damage caused by:
 - (a) impact to EHT's property by CHC and be directly related to the negligent acts, errors or omission of CHC;
 - (b) damage from release of water, explosion or fire damage from release of flammable or explosive liquids from CHC assets, fixed or mobile, in the vicinity of the Licensed Area.

16 Removal of Infrastructure

- 16.1 At the end of the Term EHT will be responsible for all costs associated with:
 - (a) the removal of Electric Vehicle Charging Facilities;
 - (b) returning the surface of the disturbed areas of the Licensed Area to its pre-existing condition, unless the parties mutually agree on another standard of restoration.

ASSIGNMENT AND SUBLETTING

17 Prohibition against assignment, subletting and mortgaging

Prohibition of dealings

- 17.1 During the Term, in respect of the whole or part of this Agreement or the Licensed Area, EHT must not without the prior written consent of CHC, such consent not to be unreasonably withheld:
 - (a) assign, transfer, sublet, deal with, hold on trust, or grant any interest in, this Agreement;
 - (b) mortgage, charge or encumber this Agreement;
 - (c) part with possession of the whole or any part of the Licensed Area;
 - (d) grant any licence, or share the right of occupation or possession, in respect of the whole or part of the Licensed Area;
 - (e) grant any franchise or concession over EHT's business conducted at the Licensed Area which would entitle any other person to use, occupy or trade from the whole or part of the Licensed Area.

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

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

19 EHT's obligation to yield up Licensed Area

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

20 Essential terms of Agreement

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

21 CHC's entitlements after EHT vacates during Term

CHC's entitlements

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

EHT's obligations continue

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

22 CHC may remedy EHT's default

Entitlement to remedy default

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

EHT's liability to reimburse CHC

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

23 Waiver

Demand and acceptance of Annual Fee and other financial obligations

- 23.1 After EHT is in default or breach under this Agreement, including in breach of an essential term of this Agreement, the demand or acceptance from EHT by CHC of arrears or of any late payment of any financial obligations does not:
 - (a) preclude CHC from exercising any rights or remedies under this Agreement, including enforcing or terminating this Agreement;
 - (b) constitute a waiver of the essentiality of EHT's obligation to make those payments;
 - (c) waive EHT's continuing obligation to make those payments during the Term.

Failure to enforce obligation

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

Waiver of individual obligations

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

Breaches before termination

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

24 Mediation

Dispute

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

Notice of dispute

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

Mediation

- 24.3 The Parties agree to mediate the Dispute and to take action to have the Dispute mediated within 7 days of the receipt of written notice of the Dispute.
- 24.4 The Parties agree that the President of the Law Society of Tasmania will select the mediator and determine the mediator's remuneration.
- 24.5 The Parties to the mediation will be jointly responsible for the fees of the mediation and each party must bear its own costs.
- 24.6 The Parties may, but are not required to, enter into a written agreement before mediating a Dispute.
- 24.7 The Parties agree to conduct the mediation in accordance with the requirements of the mediator whose decision regarding those requirements is final and binding on the Parties.

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

25 Damaged Licensed Area

Abatement of payments

The following provisions apply if the Licensed Area is damaged:

- 25.1 EHT is not liable to pay that portion of the Annual Fee that is attributable to any period during which the Licensed Area cannot be used under this Agreement or is inaccessible due to that damage.
- 25.2 However clause 25.1 does not apply and CHC may recover damages from EHT if EHT:
 - (a) is responsible for the damage;
 - (b) contributed substantially to the damage other than in a nominal way;
 - (c) by an act or omission brought about a termination of CHC's insurance policy relating to the damage.

Termination of Agreement

25.3 If CHC fails to repair the damage for which it is responsible within a reasonable time after EHT requests CHC in writing to do so, EHT may terminate this Agreement by giving not less than 7 90 days' notice in writing of termination to CHC.

26 Termination of Agreement for default

Default

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

Termination after default

- 26.2 CHC may terminate this Agreement, after a default by EHT in accordance with clause 26.1 and continuance of the default, after CHC must have served a legally effective notice of breach of covenant (if required) by:
 - (a) serving on EHT written notice terminating this Agreement;
 - (b) instituting proceedings for possession against EHT;
 - (c) taking the actions in (a) or in (a) and (b).

27 CHC's entitlement to damages

Damages for breach or for repudiation

- 27.1 If EHT's conduct (whether by an acts or omission) constitutes:
 - (a) a repudiation of this Agreement (or of EHT's obligations under this Agreement);

- (b) a breach of any covenant;
- (c) a breach of an essential term of this Agreement;

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

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

Instituting proceedings

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

Additional entitlements of CHC

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

28 Removal of EHT's property

EHT obligation to remove property

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

EHT's failure to remove property

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

28.7

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

EHT's responsibility for damages and costs

- 28.8 EHT is responsible for and indemnifies CHC in respect of:
 - (a) any loss or damage caused by EHT, its employees or agents during the removal of EHT's property from the Licensed Area;
 - (b) the costs of removal, storage and sale of any of EHT's property.

EHT entitlement to terminate

28.9 This Agreement may be terminated by EHT if:

(a) CHC allows the Electric Vehicle Charging Facilities' charger to be blocked:

(A) by cars that are not charging and if:

- (1) CHC refuses to assist or enforce signposted conditions; or
- (2) bona fide customers are prevented from charging on more than ten occasions in any six-month period; and
- (3) EHT has notified CHC after each event.
- (B) by materials other than a motor vehicle or motorcycle, for example the area is used as storage, which prevent the Electric Vehicle Charging Facilities from being used by bona fide customers of EHT on more than three occasions and EHT has notified CHC after each event.
- (b) CHC damages the Electric Vehicle Charging Facilities by negligent operation on or near the Licensed Area (e.g. by operation or moving equipment in such a way as to damage and prevent safe operation of the charging equipment) and does not meet its obligation to repair and meet the cost of repair.
- 28.10 If EHT can terminate this Agreement based on one of the conditions in clause 28.9 provided it provides Council with 90 days' notice in writing and EHT may remove all its equipment and infrastructure that form the Electric Vehicle Charging Facilities. and recover the costs of removal and making the site safe from CHC.

29 Legal costs

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

MISCELLANEOUS

30 Service of notices

Notice

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

Signature of notice

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

Service of notice

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

Additional or altered address

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

Time of service

- 30.5 A Notice is considered to have been served
 - (a) at the time of delivery;
 - (b) on the fifth Business Day after the day on which it is posted, the first Business Day being the day of posting.

31 Interpretation

Terms

- 31.1 Words expressed in the singular include the plural and vice versa.
- 31.2 Words expressed in one gender include the other genders, as is appropriate in the context.
- 31.3 The reference to "person" includes a corporation.

Headings

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

Statutes

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

Covenants implied by statute

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

CHC's Consent

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

Covenant prohibiting conduct

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

Compliance with notices on Business Day

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

Joint and several liability

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

Severance

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

Governing law

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

Agreement comprises entire agreement

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

32 Definitions

- 32.1 Land means the area described in Schedule A.
- 32.2 Licensed Area means the area described in Schedule A.

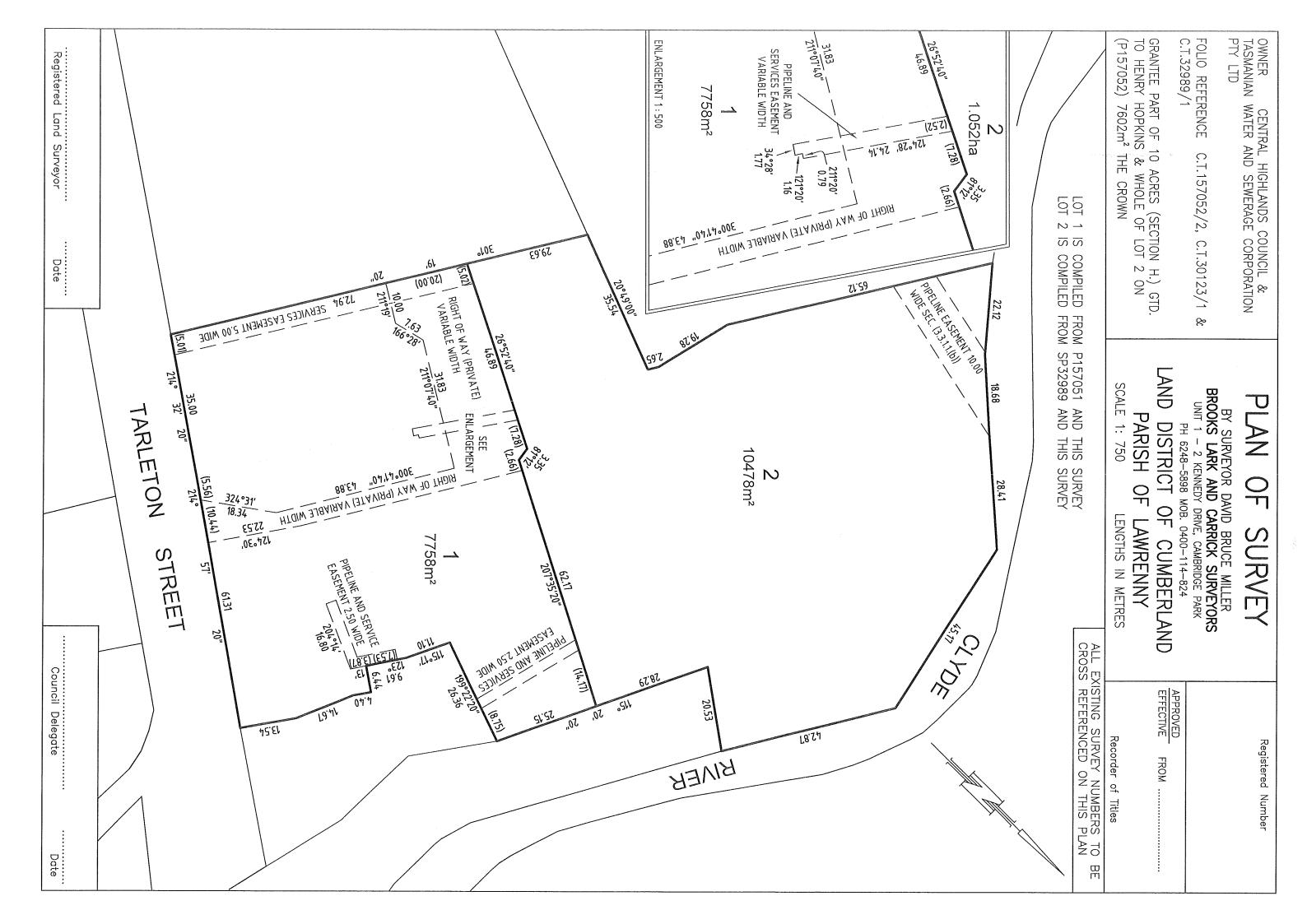
- 32.3 EV means electric vehicle designed to accept charging.
- 32.4 Electric Vehicle Charging Facilities means the facilities provided by EHT for charging of EVs.
- 32.5 CHC includes its successors and assigns.
- 32.6 EHT includes its successors and assigns.
- 32.7 Term means the duration of this Agreement as set out in clause 5.
- 32.8 Annual Fee means the fee payable by EHT under this Agreement as set out in clause 8.
- 32.9 Schedule A means the schedule to this Agreement.
- 32.10 Business Day means a day which is not a Saturday, Sunday or public holiday in Southern Tasmania.

Executed	as	an	agreement
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Executed by Electric Highway Tapursuant to Section 127(1) of the by the Directors))	
Director			Director/Company Secretary
Name (please print)			Name (please print)
The Common Seal of the Centra Council was affixed this of 20 f	l Highlands) day) for and on)		
behalf of the Central Highlands (Council)		

General Manager

SCHEDULE A





LAWYERS

Level 2, 179 Murray St T 03 6235 5155 Hobart Tasmania 7000 F 03 6231 0352 GPO Box 1106 Hobart Tasmania 7001

Page Seager Pty Ltd ABN 68 620 698 286

enquiry@pageseager.com.au www.pageseager.com.au

AES 191998

DX 110 Hobart

16 December 2019

Central Highlands Council Deputy General Manager Adam Wilson 6 Tarleton Street, HAMILTON TAS 7140

By Email: AWilson@centralhighlands.tas.gov.au

Dear Adam,

PROPOSED BOUNDARY ADJUSTMENT- 6 & 8 TARLETON STREET, HAMILTON

I act for Tasmanian Water and Sewerage Corporation Pty Limited in relation to the boundary adjustment at Tarleton Street in Hamilton.

As you are aware, in order for the subdivision documents to register at the Land Titles Office, Certificate of Title Volume 157052 Folio 2 will need to be produced for the purposes of Survey Plan with the documents to be lodged by Brooks, Lark and Carrick.

Once you have been able to locate this Certificate of Title, would you kindly produce it at the Land Titles Office and email me the Production Slip Receipt.

Thank you for your assistance.

Yours faithfully

Amy Smith Associate Ph: (03) 6235 5180 Email: asmith@pageseager.com.au



12 December 2019

Ms L Eyles General Manager Central Highlands Council Tarleton Street HAMILTON TAS 7140



Dear Ms Eyles,

You and I haven't met before.

But I know from RFDS Tasmania's CEO John Kirwan, that you are one of the Flying Doctor's most generous friends, so it's special for me to write to you today.

First, I'd like to introduce myself. My name is Donna, I am a flight nurse with the Royal Flying Doctor Service in Queensland. I see the difference that our supporters make every day.

I love being part of a team that brings life-saving help to all Australians, whether they're in Tasmania like you, or up in the most remote corners of the mainland.

And you're very much part of that team too, Ms Eyles. We simply couldn't help the people we do without you.

That's why I'm hoping you'll be able to continue your support to this year's Flying Doctor 'Ready to Go' Christmas Appeal.

We are relying on you to help us build and maintain the infrastructure required for the Tasmanian service such as transport shelters for patients, as well as supporting doctors and paramedics when they ask us to fund life-saving equipment used on the aircraft.

Donations recently allowed the purchase of a \$10,000 i-Stat blood analyser which will soon be in use following specialised training by aero-medical paramedics.

Equipment like this is vital for patients like Maddison. A little girl, who's flown with us 5 times!

It all began when Maddison started complaining of pain in her leg.

Following an ultrasound, the medical team at Bundaberg discovered a worrying 'mass' in Maddison's pelvis. She needed to be flown to Brisbane as soon as possible for an emergency MRI scan.

Our aircraft arrived within hours to rush Maddison to Brisbane. For mum Vanessa, it was terrifying:

"All I remember about that flight is they let me snuggle up next to Maddison. And just feeling so overwhelmed by everything."

After the MRI and a biopsy, doctors had some devastating news.

It was news no mum ever wants to hear. Your 4-year-old child has cancer. A rare and aggressive form of cancer. Over the course of a year Maddison endured 14 cycles of chemotherapy and 31 doses of radiation.

It's for Maddison and many more people like her, that this Christmas we need to be ready to go. Your support today will make sure we are.

In my job, every day is different. You never know quite what to expect.

We could be flying hundreds of miles into the outback to help a farmer with a lifethreatening injury.

We might be rushing to save the life of a child bitten by a deadly snake on King Island. Or we could be transporting someone to Hobart who's critically ill and vulnerable to infection.

That's why we need to make sure we have everything on board we need to do our jobs effectively – and to provide the very best care until we deliver our patients safely to hospital.

Simply send your tax-deductible donation in the envelope provided. Or you can call 03 6391 0509, or visit flyingdoctor.org.au/tas/readytogo to donate online.

Maddison has flown with us five times to get treatment in Brisbane. I was caring for her during her most recent flight a few months ago, monitoring her blood pressure and keeping an eye on her IV fluids.

Maddison is currently in remission. She is okay, for now. I hope she won't need us for a sixth flight. But if she does, I know that thanks to you this Christmas, we will be there for her.

On behalf of the Flying Doctor crew across the country, I want to thank you again for your generous support. It really is such a wonderful partnership we have together.

With best wishes for Christmas and the New Year.



Ponna Porter

Donna Porter Flight Nurse Royal Flying Doctor Service

P.S. Being a Nurse with the Royal Flying Doctor Service is very demanding, but also incredibly rewarding. Thanks to friends like you, when people's lives hang in the balance, we're ready to go.





Yes, I want to make sure the Flying Doctor is always ready to go

Please accept my gift:



My choice of \$______ this Christmas will make sure that when someone like Maddison needs urgent transportation, the Flying Doctor is always ready to go.

On behalf of all our crew, Thank you for your kindness Ms Eyles! - Donna

Donation Details: (Receipts are issued for all donations - gifts of \$2 or more are tax deductible) Cheque/money order payable to: Royal Flying Doctor Service Tasmania OR debit my

-									
Card Number:									
Expiry Date:		Date of Birth:	D	L.	ha	1.04			
Cardholder Name	11							i la ini	
Signature:									

Your Details:

219540/19CH/MD Ms L Eyles General Manager Central Highlands Council Tarleton Street HAMILTON TAS 7140

3 Easy Ways to Donate:



Mail: Royal Flying Doctor Service Tasmania Reply Paid 83584 Evandale TAS 7212



10 80 0 2/2 2008915 S002 T1012125

Visit: flyingdoctor.org.au/tas/readytogo



Call: 03 6391 0509

Have Your Details Changed?

Please amend or add your details below:

Phone: 03 6286 3202

Email: ____

Please send me information about including the RFDS in my Will.

I have already included a gift for the Flying Doctor in my Will.



Thank You!

Your privacy is important to us. The Royal Flying Doctor Service of Australia (RFDS) is bound by the Privacy Act, including the National Privacy Principles. Our Privacy Policy is available on our website at www.flyingdoctor.org.au/Privacy-Policy

If you wish your name to be removed from our database you may contact our privacy officer via email: enquiries@rfdstas.org.au ABN: 93 785 910 050







PARTNERSHIP PROPOSAL 2020







THE STORY SO FAR

The first series of ONE ROAD reached over 100,000 people each episode via its Australia-wide broadcast, with the new series continuing to showcase the 'Real Australia' ... and the best way to experience everything this amazing country has to offer ... is by road.

Australia's wide-open country and magic coastline provide some of the most beautiful scenery in the world and this series will take viewers on a trip-of-a-lifetime. ONE ROAD will be presented in an uptempo, exciting and informative way, featuring Australia's iconic locations, as well as going 'off the beaten track' to discover new destinations in the great outback.

The local people, along with Chris, will tell the stories, their local experiences, they'll be telling their story from a local perspective, and at the same time profile the 'best of Australia'.

Australian's and tourists alike enjoy a good road trip, and we're lucky to be blessed with some of the best road trips and tourist drives on the planet. ONE ROAD will take people on a journey of discovery and showcase everything about 'why so many people enjoy getting on the road'.

UNIQUE AND ENRICHING ROAD TRIP ADVENTURES ... IN AUSTRALIA'S OWN BACK YARD





OUR PRESENTER CHRIS PARSONS



Queensland based Chris is no stranger to television, a career that has seen him present and produce numerous episodes of popular Channel Seven travel programs 'Queensland Weekender', 'The Great South East' and 'Creek to Coast'.

While Chris can regularly be seen on Queensland Weekender and hosting Gold Lotto each week, he is also the Ambassador for Bare-boating in the Whitsundays, commentator of the Queensland Ocean Swim Series, and hosts numerous events and functions around Queensland.

OUR BROADCAST PARTNER 7TWO

On the back of the impressive broadcast figures from series one the program will again be broadcast throughout 2020 on 7TWO, Australia's highest-rating free-to-air digital television multichannel, with encores (repeats) scheduled across the Seven network. It will also be added to the on-line catch-up service.

7TWO offers a broad selection of programs covering a variety of genres including lifestyle, drama, and adventure, reality observational-documentaries, comedy, and children's programming.

Focusing on lifestyle, adventure and movies have driven the channel's audience.





Glen Christie Manager – Tourism & Events Port Pirie Regional Council 3 Mary Elie (PO Box 464) SA 5540 Tel (08) 8633 8726 Mobile 0407 893 417 www.pirie.sa.gov.au

Tuesday, 5 March 2019

Mr. Lee Loraine Producer Director Visage Productions 22 O'Mara Boulevard ILUKA WA 6028

To Whom It May Concern:

I am pleased to recommend Visage Productions, based on my experience working with them on 'One Road – Great Australian Road Trips: The Silver to Sea Way'.

Over a period of months, I worked closely with Lee Loraine on the development of the script for the episode, following on from the receipt of his original proposal for the series.

This resulted in a 5-day shoot, with the team travelling into Adelaide, driving up to Silverton/Broken Hill, travelling on to Peterborough and, ultimately, completing the journey in Port Pirie.

Lee's editorial and post-production work has resulted in a quality tourism piece which was viewed by over 100,000 on its inaugural screening.

The video was subsequently screened, to high praise and attention, at the South Australian Let's Go! Caravan & Camping Show, in February 2019.

Currently, it is screened on high rotation, in the Broken Hill, Peterborough and Port Pirie Visitor Information Centres.

The exposure that 'One Road – Great Australian Road Trips' has provided us has been invaluable, and we look forward to years of benefit from the investment.

I encourage you to consider Visage Productions and the opportunity to feature as part of this series, you will not be disappointed.

Regards,

Gte Christie

Glen Christie Manager – Tourism & Events Port Pirie Regional Council



Monique Johnson Tourism Manager - Murweh Shire Charleville Cosmos Centre 1 Milky Way Charleville QLD 4470

To Whom It May Concern:

The Charleville Tourism industry couldn't be happier with the overall professionalism that was provided by Visage for participation in the ONE ROAD series. They ensured that each region was given equal opportunities, and allowed us the opportunity to tell our own story, but also offered help when needed.

All information that was provided was fact checked to ensure it was correct and they made sure all town pronunciations were correct. It was easy to contact and communicate with Lee and his team when we needed and they took loads of footage which was professionally filmed and managed, which we now have the ability to access and use for our own future projects. Everything was done in a timely matter and they were respectful of our time restraints and schedule, and our product was developed to fit with our budget to ensure we didn't miss out on this great opportunity.

Our overall experience with Lee and Visage was pleasant and stress free, and the final production of the One Road Great Australian Road Trip – Natural Sciences Loop was perfect.

Kind Regards, Monique Johnson

1 Milky Way Charleville QLD 4470 <u>www.experiencecharleville.com.au</u> Charleville.eventapp.com.au/

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

1	Unsafe erection/use of temporary	Temporary structures need to be erected securely to protect	3	2	6	Inspect temporary structures and develop form to sign off on	2	Mgr. DES	15/06/12	2
	structure	the public				inspection				Consultant Engineer / Building Surveyor enga to under take inspections
.2	Unsafe permanent council structures	Risk to public using structure	1	4	4	Regular visual inspections and Form 46 Inspections	4	Mgr. DES	15/06/12	Inspection conducted annually & Form 56 issu
3	Poor food handling, storage & hygiene	cross contamination of food leading to food poisoning	3	4	12	Food licence to be issued annually to ensure food handling techniques and storage have been inspected and are sufficient	4	Mgr. DES, EHO	15/06/12	Food Premises inspection in accordance with Risk Category by EHO
.3.1			3	4	12	Regular inspections of food premises and food stalls	6	Mgr. DES, EHO	15/06/12	EHO's discretion
3.2			3	4	12	Food Handlers courses to be conducted Food safety traiing, online	2	Mgr. DES, EHO	15/06/12	Online Food Handlers Course being introduced I'm Alert - Online Food Safety Training now available on Council's Website
4	Hazardous activities	The risk that highly hazardous operations are conducted without observing necessary safe operating procedures	3	5	15	Ensure employees have received training in hazardous materials and that a qualified person is responsible for ensuring staff carry out work in a safe manner	4	Mgr. W&S	15/06/12	Relevant employees have undertaken Chem Ce training.
4.1	Hazardous activities Bothwell Swimming Pool	The risk that hydrochloric acid could be mixed with chlorine during the dosing operating process at the Bothwell Swimming Pool	3	5	15	Develop a safe operating procedure for the task, develop a SWMS, ensure employees have received training in the safe operating procedure for dosing the swimming pool and that a qualified person is responsible for ensuring staff carry out work in a safe manner	4	Mgr. W&S	20/02/18	Developed a SOP, SWMS and employees that undertake the dosing of the swimming pool chlorine have undertaken training and signed the SWMS.
.5	Dangerous dog or animal at large	Could cause injury/death to humans or other animals	3	4	12	Ensure Council's animal control officer is trained to deal with dangerous animals and responds quickly. Enlist help of RSPCA and/or police where necessary	8	Mgr. DES	15/06/12	Continual Training for Officer. Response time guided by severity of case
6	Unhygienic toilets	Unclean toilets can pass on disease and be bad for Council's reputation	1	3	3	Regular inspections and cleaning of public conveniences and undertake any repairs asap when required	2	Mgr. W&S	15/06/12	Bothwell toilets cleaned daily and others 3 tim per week
7	Unsafe water supplies	Non-potable supply with chemical/bacteriological contamination	2	4	8	Ensure effective treatment and management is undertaken of non potable water, regular inspections of water source and storage. Issue of Private Water Licence with appropriate conditions. EPN may be required to ensure proprer compliane with legislation.	4	Mgr. DES, EHO	15/06/12	All Private Water Sources are inspected and licenced annually. Licences conditioned & testing results forwarded to Council

3/01/2020 Page 1 of 26

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

1.8	Untreated sewage in stormwater system or wastewater laying on the ground	Exposure of harmful bacteria & viruses to the community	4	4	16	Effective assessments and designs for improved treatment of sewerage when problem identified. Issue of correction orders for existing systems not complying, inspections and advice.		Mgr. DES, EHO	15/06/12	Notice or Order Issued for compliance of systems
1.9	Waste Transfer station and Hamilton Landfill	injury to employees or public through housekeeping	2	5	10	Caretaker to ensure all waste is located in the appropriate place and DES Manager and or EHO to do random checks. Complaince with Contract & Policies	4	Mgr. DES	15/06/12	Randum Inspections Undertaken
1.10	Creating environmental Harm, breaches and disasters.	Environmental concerns, breaches, disasters, accidents and incidents through the failure to recognise risks to the environment or failure to comply with relevant Legislation, Acts, Regulations, Codes of Conduct, Standards, Industry Best Practices, etc.	3	5	15	Has each job been reviewed in order to minimise exposure to risks in damaging the environment? Legislation checks for compliance with environmental requirements, regulations and codes. Keep abrest of any legislations updates. Take into account social and economic issues that may arise. Adherence to any EPN,s issued to Councl e.g. Hamilton Landfill and Quarry.		DGM, All Mgrs.		W & S Manager - yes through Safe Work Methods & Training
1.10.1			3	5	15	Are all environmental risks considered and documented, including: - Habitat - Flora and Fauna? - Endangered species? - Aboriginal sites? - Heritage sites? - Air pollution? - Land pollution? - Permits, licences, permissions? - Contaminated sites? - Transport of noxious weeds, etc.? - Asbestos? - Use of chemicals Controlled Substances - Storage, disposals, records of use, compatibility of chemicals, etc.? - Recycling or disposal of refuse - Council and Public refuse? - Environmental hazards to employees e.g. snakes, spiders, weather conditions, working conditions, etc.		DGM, All Mgrs.	13/05/13	W & S Manager - yes where applicable

2. Plan	2. Planning and Permits											
2.1	Incorrect planning/building advice	inaccurate advice provided by staff over the counter or through telephone	3	2		Ensure that advice given is correct, infromation should be sought from the appropriate Council Officer.	4	Mgr. DES		Counter & Telephone Enquires & Advice Form used to record advice given		

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

2.2	Planning permit conditions	approved planning permit conditions not matching the conditions on the issued planning permit	2	4	8	Procedures in place to ensure that permit conditions are checked by 2 different officers	2	Mgr. DES	15/06/12	
									Ch	ecked by Senior Admin & Manager
2.2.1			2	4	8	A sign off document should be developed to record this check for audit purposes	2	Mgr. DES	15/06/12 Ch	ecklist used
2.3	Illegal buildings (dwellings & outbuildings) in municipality	buildings may not have building permits issued	3	4	12	When undertaking building inspections, check other blgs in vicinity to ensure permits have been issued	4	Mgr. DES	15/06/12	
									Rej	gular Area Inspections
2.4	Planning permit timeframes	May allow development applications to be appealed if statutory timeframes not adhered to	1	4		Ensure that statutory timeframes for processing development applications are documented and adhered to by use of a checklist	4	Mgr. DES	15/06/12	
									Re	App System used to monitor timeframe

uncil Facilities and General Ope	erations							
Unsafe Council Facilities / Public Buildings (e.g. Halls)	Insufficient money allocated in Budget to carry out maintenance.	1	2	2	Ensure funds are allocated in Budget.		DGM, Mgr. DES, Mgr. W&S	13/05/13 Inspection undertaken. Works Program. Fund allocated in budget every year.
	Insufficient maintenance work. Building becomes unsafe to Public.	3	4	12	Annual Maintenance Procedures in place.		DGM, Mgr. DES, Mgr. W&S	13/05/13 Inspection conducted annually
	No inspections. Risk to Council and Public.	1	4	4	Annual Form 46 carried out in accordance with the Building Act.		DGM, Mgr. DES	13/05/13 Inspection conducted annually
Showers not working in camping facilities	May result in burns to users, or people unable to shower	2	2	4	Regular inspections and cleaning of showers to ensure they are working properly	4	Mgr. W&S	13/05/13 Cleaning at Bothwell daily and all other punlic conveniences 3 times a week
Insufficient softfall in parks	May result in injuries to children	3	2	6	Conduct and document monthly inspections to ensure sufficient softfall is present around the play equipment	4	Mgr. W&S	15/06/12 Monthly inspections carried out. Softfall replaced when necessary
Play Equipment	Broken/missing parts may cause injuries	3	3	9	Monthly checklist of inspections for all parks	4	Mgr. W&S	15/06/12 Check list available
Swimming Pool Recreational Waters	Insufficient signage can result in injury to swimmers e.g. pool depths signs, no diving signs , no swimming signs, etc.	1	2	2	Ensure signage at pool is as per Royal Lifesaving Society Guidelines by reviewing prior to each pool season Ensure no swimming signs installed where recreational swimming is prohibited.	2	Mgr. DES	15/06/12 Reviewed by DES prior to each pool season & updated if required
	Unsafe Council Facilities / Public Buildings (e.g. Halls) Showers not working in camping facilities Insufficient softfall in parks Play Equipment	Buildings (e.g. Halls) maintenance. Image: Section of the sec	Unsafe Council Facilities / Public Insufficient money allocated in Budget to carry out 1 Buildings (e.g. Halls) Insufficient money allocated in Budget to carry out 1 Insufficient maintenance. Insufficient maintenance work. Building becomes unsafe to 3 Public. Insufficient maintenance work. Building becomes unsafe to 3 No inspections. Risk to Council and Public. 1 Showers not working in camping facilities May result in burns to users, or people unable to shower 2 Insufficient softfall in parks May result in injuries to children 3 Play Equipment Broken/missing parts may cause injuries 3 Swimming Pool Recreational Waters Insufficient signage can result in injury to swimmers e.g. pool 1	Unsafe Council Facilities / Public Insufficient money allocated in Budget to carry out 1 2 Buildings (e.g. Halls) Insufficient maintenance. 1 2 Insufficient maintenance. 3 4 Insufficient maintenance work. Building becomes unsafe to Public. 3 4 No inspections. Risk to Council and Public. 1 4 Showers not working in camping facilities May result in burns to users, or people unable to shower 2 2 Insufficient softfall in parks May result in injuries to children 3 2 Play Equipment Broken/missing parts may cause injuries 3 3 Swimming Pool Recreational Waters Insufficient signage can result in injury to swimmers e.g. pool 1 2	Unsafe Council Facilities / Public Buildings (e.g. Halls) Insufficient money allocated in Budget to carry out maintenance. 1 2 2 Insufficient maintenance. Insufficient maintenance work. Building becomes unsafe to Public. 3 4 12 Insufficient maintenance work. Building becomes unsafe to Public. 3 4 12 Insufficient maintenance work. Building becomes unsafe to Public. 1 4 4 No inspections. Risk to Council and Public. 1 4 4 Showers not working in camping facilities May result in burns to users, or people unable to shower 2 2 4 Insufficient softfall in parks May result in injuries to children 3 2 6 Play Equipment Broken/missing parts may cause injuries 3 3 9 Swimming Pool Recreational Waters Insufficient signage can result in injury to swimmers e.g. pool 1 2 2	Unsafe Council Facilities / Public Buildings (e.g., Halls) Insufficient money allocated in Budget to carry out maintenance. 1 2 2 Ensure funds are allocated in Budget. Buildings (e.g., Halls) Insufficient maintenance. 3 4 12 Annual Maintenance Procedures in place. Insufficient maintenance work. Building becomes unsafe to Public. 3 4 12 Annual Maintenance Procedures in place. No inspections. Risk to Council and Public. 1 4 4 Annual Form 46 carried out in accordance with the Building Act. Showers not working in camping facilities May result in burns to users, or people unable to shower 2 2 4 Regular inspections and cleaning of showers to ensure they are working properly Insufficient softfall in parks May result in injuries to children 3 2 6 Conduct and document monthly inspections to ensure sufficient softfall is present around the play equipment Play Equipment Broken/missing parts may cause injuries 3 3 9 Monthly checklist of inspections for all parks Swimming Pool Recreational Waters Insufficient signage can result in injury to swimmers e.g. pool depths signs, no diving signs, no swimming signs, etc. 1 2 2 Ensure signage at pool is as per Royal Lifesaving Society Guidelines	Unsafe Council Facilities / Public Buildings (e.g. Halls) Insufficient money allocated in Budget to carry out maintenance. 1 2 2 Ensure funds are allocated in Budget. Insufficient maintenance. Insufficient maintenance. 3 4 12 Annual Maintenance Procedures in place. Insufficient maintenance work. Building becomes unsafe to Public. 3 4 12 Annual Maintenance Procedures in place. No inspections. Risk to Council and Public. 1 4 4 Annual Form 46 carried out in accordance with the Building Act. Showers not working in camping facilities May result in burns to users, or people unable to shower 2 2 4 Regular inspections and cleaning of showers to ensure they are working properly 4 Insufficient softfall in parks May result in injuries to children 3 2 6 Conduct and document monthly inspections to ensure sufficient softfall is present around the play equipment 4 Play Equipment Broken/missing parts may cause injuries 3 3 9 Monthly checklist of inspections for all parks 4 Swimming Pool Recreational Waters insufficient signage tan origins, no swimming signs, etc. 1 2 2 Ensure signage at pool is as per Royal Lifesaving Society Guidelines by revewing proto to ea	Unsafe Council Facilities / Public Insufficient money allocated in Budget to carry out 1 2 Ensure funds are allocated in Budget. DGM, Mgr. UES, Mgr. WBS Unsafe Council Facilities / Insufficient maintenance. 1 2 Ensure funds are allocated in Budget. DGM, Mgr. UES, Mgr. UES, Mgr. UES, Mgr. UES, Mgr. UES, Mgr. UES Insufficient maintenance work. Building becomes unsafe to Public. 3 4 12 Annual Maintenance Procedures in place. DGM, Mgr. DES, Mgr. DES, Mgr. UES Insufficient maintenance work. Building becomes unsafe to Public. 3 4 12 Annual Maintenance Procedures in place. DGM, Mgr. DES, Mgr. DES, Mgr. DES, Mgr. UES Insufficient softfall in parks No inspections. Risk to Council and Public. 1 4 Annual Form 46 carried out in accordance with the Building Act. DGM, Mgr. UES Showers not working in camping facilities May result in burns to users, or people unable to shower 2 2 4 Regular inspections and cleaning of showers to ensure they are working properly 4 Mgr. W&S Insufficient softfall in parks May result in injuries to children 3 3 9 Monthly checklist of inspections for all parks 4 Mgr. W&S Play Equ

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No					Level		Risk Level	Person	Entered	
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							Control		Register	

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3.5.1		Pump failures which result in pool closure, loss of income and expense to repair/replace.	3	2	6	Daily checks on pumps.	2	Mgr. DES, Mgr. W&S	15/06/12 Minotored through Daily Log Sheets submitted by Pool Attendant
3.5.2		Water imbalance. Health risk to public and operators. Pool closure. Unsafe water quality in recreational water - health risk to public.	2	2	4	Water quality testing to be undertaken 4 times a day and recorded on daily log sheet. Laboratory testing of pool water and recreational waters to ensure compliance with legislation for recreational requirements.	2	Mgr. DES, Mgr. W&S	15/06/12 Monitoring of Daily Log Sheet to ensure complaince. Lab testing undertaken 4 times throughout season.
3.5.3		Wet floors in showers. Slip and fall hazard.	3	3	9	Daily inspections.	2	Mgr. DES, Mgr. W&S	15/06/12 Monitored and recorded on Daily Log Sheets + signs
3.5.4		Blocked WC. Health risk to public.	2	2	4	Daily inspections.	2	Mgr. DES, Mgr. W&S	15/06/12 Monitored and recorded on Daily Log Sheets & DES Office notificed if action required
3.6	Trees on Council property	Falling limbs or trees can cause injury	1	5	5	Proactive inspection of trees on council owned land	5	Mgr. W&S	15/06/12 Caried out as part of normal works in towns and road inspections
3.6.1			1	5	5	Removal of dangerous limbs where required	4	Mgr. W&S	15/06/12 Carried oaut when identified
3.7	Damage to Headstones	Damage occurring as a result of mowing or whipper snipping resulting in a financial loss to Council	1	2	2	Instruct employees on appropriate methods to avoid contact with headstones	1	Mgr. W&S	15/06/12 Relevant employees have been instructed in appropriate methods - spraying around headstones to commence in 2015
3.8	Machinery Breakdown/Sabotage	Downtime through machinery breakdowns or sabotage has a financial effect on Council finances	3	2	6	Ensure that regular servicing and maintenance of machines is undertaken.	2	Mgr. W&S	15/06/12 Vehicle pre start checklists by operators - faults notified to W & S Manager
3.8.1			3	2	6	Ensure security of machines by either locking in council depots or when away from depots machine is left in a neighbouring property	4	Mgr. W&S	15/06/12 Depots are locked. Machines left on occupied premises if out on jobs
3.9	Injuries to property or people from Council mowers	Pedestrians or property may be hit by rocks etc. from Council mowers	3	3	9	Ensure all mowers have guards etc. to minimise instances of rocks being ejected from mowers and staff are aware of pedestrians and property in the vicinity	6	Mgr. W&S	15/06/12 All guards in place - staff ensure don't mow close to vehicles, pedestrians or buildings
3.10	Illegal access to Waste Transfer Sites, Landfill site.	Could result in damage to Council Property or an injury to person entering illegally	4	3	12	Ensure that all sites are fenced and all sites are locked when not open to the public	4	Mgr. DES	15/06/12 All sites are locked and fenced

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3.11	Damage to ratepayer property by weedspraying	Weedspray may make contact with private gardens, lawns or shrubbery etc.	2	2	4	Ensure that employees weedspraying take into account weather conditions, wind direction etc. to prevent the spray making contact with private property Keep records as required by legislation on weed type and spray used.	2	Mgr. W&S	15/06/12 Safe operating procedures training given to operators and signs are erected
3.12	skin contact or inhaling of chemicals while weedspraying	Untrained employees may be at risk from inhaling or skin contact while weedspraying	3	3	9	Ensure only accredited employees undertake weedspraying and that PPE is worn	4	Mgr. W&S	15/06/12 Only accredited employees can actually weedspray and PPE is worn
3.13	Theft of Council equipment/supplies	Financial loss may occur as a result of theft	3	3	9	Ensure that Council's sheds are locked each night	2	Mgr. W&S	15/06/12 All sheds are locked each night
3.13.1			3	3	9	Undertake regular inventory counts	2	DGM, Mgr. W&S	15/06/12 Undertaken by W & S Manager
3.14	Blocked Drains and culverts	Drains and culverts that become blocked can cause damage to Council assets or to private property	4	4	16	Ensure that drains and culverts are regularly inspected and cleaned to prevent blockage and subsequent damage occurring during heavy rains to Council roads/assets or adjacent properties	4	Mgr. W&S	15/06/12 Drains cleaned regularly with backhoe and town kerbs & channels swept regularly
3.15	Danger to employees whilst performing duties	Employees could be injured undertaking municipal works - working at heights, manual handling, working in and around traffic, weather conditions	3	4	12	Ensure SOP provided for each task Employees have sufficient safety training for the task. Council has an overall Health and Safety Plan	6	DGM, All Mgrs.	15/06/12 Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.16	Dangerous dog or animal at large	Could cause injury/death to humans or other animals	3	4	12	Ensure Council's animal control officer is trained to deal with dangerous animals and responds quickly. Enlist help of RSPCA and/or police where necessary	8	Mgr. DES	15/06/12 Continual Training for Officer & update equipment if necessary
3.17	Unhygienic toilets	Unclean toilets can pass on disease and be bad for Council's reputation	1	3	3	Regular inspections and cleaning of public conveniences and undertake any repairs asap when required	2	Mgr. W&S	15/06/12 Toilets inspected reularly as part of cleaning
3.18	Unsafe water supplies	Non-potable supply with chemical/bacteriological contamination	2	4	8	Ensure effective treatment and management is undertaken of non potable water See EHO requirement	4	Mgr. DES, EHO	15/06/12 All Private Water Sources are Licenced, conditioned & inspected yearly. Signage if necessary
3.19	Untreated sewage in stormwater system or laying on the ground	Exposure of harmful bacteria & viruses to the community	4	4	16	Effective assessments and designs for improved treatment of sewerage when problem identified See EHO equirement	4	Mgr. DES, EHO	15/06/12 Notice or Order Issued for compliance of systems & inspection of repairs

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3.20	Using electrical equipment	Risk of electrocution using equipment	2	5	10	Create a register and test & tag all electrical equipment and have circuit breakers installed	4	DGM, All Mgrs.	15/06/12	2 All electrical devices are tested and tagged annually with certificate provided by contractor - done . Next inspection due August 2017
3.21	Driving on municipal roads with corrugation and potholes	risk of damage to vehicular traffic or accidents	4	2	8	Ensure that potholes are regularly filled in and roads are graded where necessary	4	Mgr. W&S	15/06/12	2 done as part of regular road maintenace
3.22	Using earthworking machines within municipal area	Risk of injury to employees and members of the public	3	4	12	Secure works area with appropriate traffic management and perimeter fencing and operator to be licenced.	4	Mgr. W&S	15/06/12	2 Traffic management used, signs used, operators licened, fencing only where applicable
3.23	Damaged footpaths in municipal area	risk of fall and injury to pedestrians	3	3	9	regular maintenance to footpaths and monthly documented council inspections	2	Mgr. W&S	15/06/12	Changed to quarterly by W & S Manager
3.24	Sporting events on municipal grounds	risk of injury due to ground surface	3	4	12	conduct and record monthly inspections	4	Mgr. W&S	15/06/12	Pothwell and Hamilton Undertaken quarterly by W & S Manager

4. Cor	porate								
4.1	Asset Values	failure to maintain real value of council assets	3	4	12	Ensure that a Long Term Financial Asset Plan is introduced to allocate funding to renewal of assets	6	DGM	15/06/12 Long term Asset management Plan updated August 2015 - to be review by Audit panel Dec 2015 & then submitted to Council - adopted by Council 19 Jan 2016. Reviewed & Adopted Feb 2017
4.2	Internal Protocols	Failure to develop and implement necessary management protocols e.g policies, procedures, standards and codes with a resultant breach causing a loss	3	4	12	Ensure that Council's Audit committees review and develop documents necessary to ensure that operations are handled efficiently and within audit requirements	6	DGM, Audit Committee	15/06/12
4.3	Records Management	Failure to adequately record, save, store and dispose of records as required by legislation	3	4	12	Provision of archive training for records officer and internal training to administration staff on saving of records	4	DGM	15/06/12 Training undertaken by Casey Bryant from Archives Office. Records management training provided to relevant staff. Katrina has organised archive trainingfor July 2017
4.4	Investments	Downturn in returns from investments	3	2	6	Review of Investments and terms to be undertaken to get the best returns for Council within its investment policy	2	DGM, Audit Committee	15/06/12 Investments reviewed upon maturity & reinvested at the best rate of return for Council by Sharee Nichols.

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4.5	Breakdown of financial monitoring and audit systems	Change in personnel, software or hardware results in a significant weakening of the internal control/framework.	3	4	12	Develop an internal control procedure to ensure that financial monitoring is adequately resourced to enhance the security of financial information	6	DGM, Audit Committee	15/06/12	
4.6	Workplace Health & Safety	Non-compliance of WHS and Workplace safety legislation can result in fines being received	3	5	15	Ensure that Managers receive training in legislative requirements and that Council provides funding to implement all safety measures	9	DGM, All Mgrs.	15/06/12	Training previously undertaken
4.7	Workplace Health & Safety	Non compliance with WHS and Workplace safety legislation can result in injury/death to employees	3	5	15	Ensure that Managers and employees are aware of legislative requirements and employees obligations for a safe work place	9	DGM, All Mgrs.	15/06/12	Through policy and W & S toolbox meetings & training
4.8	Duty of Care	Failure to provide a duty of care by Council to employees and contractors	2	2	4	Managers to ensure that they have read the OH&S legislation and understand their obligations.	2	DGM, All Mgrs.	15/06/12	Yes W & S & DES Managers
4.9	Duty of Care	Failure to provide required accident response capability including first aid, medical attention and welfare support to staff	2	4	8	Provide first aid training to all staff and ensure emergency contact details for doctors and ambulance are well displayed.	4	DGM, All Mgrs.		Staff have undertaken first aid training. Defibulator purchase for both Bothwell and Hamilton. Refresher Courses undertaken when required
4.10	Annual audits	Failure to improve financial position from the Auditor General's viewpoint	3	3	9	Develop a Long Term Financial Plan to address deficiencies in Council's financial position	4	DGM, Audit Committee		Financial Plan has been adopted and is being updated to reflect the reviewed LTAM Plan- LT Financial Plan and Strategy updated and adopted 17/5/16. Reviewed and aopted Feb 2017
4.11	Emergency Management	Council's capacity to respond to emergencies within the CHC area e.g. fire	2	5	10	Ensure that Council's emergency Management Co-ordinator and Deputy Co-ordinator have the necessary training to carry out their duties under the Central Highlands Emergency Management Plan	6	Mgr. DES, All Mgrs.		Councils Emergency management Coordinator has had training and Deputy Coordinator advises he has had some. EMP reviewed April 2016 and adopted in 2017. Monthly meetings conducted SRMCC.
4.12	Insurance	Under insuring council assets could result in a financial loss to Council	2	4	8	Ensure that an annual review of Council's insurable assets, including roads and bridges, motor vehicles, buildings, plant, tools and equipment, etc. is undertaken to ensure all relevant assets are insured.	4	DGM		An annual review was undertaken May/June 2015 by DGM, DES Manager and W&S Manager Schedules kept updated by S Nichols
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4.13	Loss of data from server	Potential loss of data saved on it server	3	5	15	Daily backup and weekly backup of server with backups being recorded	5	DGM	15/06/12 Daily & Weekly backups are undertaken - server in records room does backups automatically
4.14	Fraud	funds being embezzled by council employee	1	5	5	Segregation of duties and keep good documentation	3	DGM	15/06/12 Duties are segregated as much as possible for a small office and number of staff
4.15	Incorrect Creditor payments	Incorrect authorisations may result in incorrect accounts being paid to creditors	4	4	16	Develop a procedure for accounts payable authorisation and payment	4	DGM	15/06/12 Draft Purchasing and Payments Control Policy to Audit panel 8/6/16. Policy adopted by Council 21.6.16
4.16	Slow Recovery of Debts	Debt collections are not followed up in a timely manner which can result in bad debts or loss of interest to Council	3	3	9	Outstanding Debtors to be followed up after 30 days	4	DGM	15/06/12 All Debtors followed up - where necessary accounts submitted to collection agency
4.17	Loss of Interest	Interest may be lost if funds are not transferred to term deposits	2	1	2	Follow Council's policy to maximise interest receipts	1	DGM	15/06/12 See 4.4

5. Leg	gislation									
5.1	Compliance with legislated requirements	Failure to identify and comply with all Legislation, Acts and Regulations.	4	3	12	Nominate an employee who will be responsible for identifying all applicable Legislation, Acts and Regulations.	2	DGM	13/05/13	All managers aare to ensure they are up to date with legislative changes for their area.
5.1.1			4	3	12	This employee will also be responsible for identifying all changes and amendments to Legislation, Acts and Regulations.	2	DGM	13/05/13	Updated copies of all State legislation available from www.thelaw.tas.gov.au
5.1.2			4	3	12	A master copy is to be held in the Hamilton Office. Extracts are to be forwarded to relevant responsible Managers for action as appropriate.	2	DGM	13/05/13	See Above
5.1.3			4	3	12	To assist in this process, a service facility may be utilised.	2	DGM	13/05/13	

6. Safe	ety Data Sheets (SDS)									
6.1	Accidents, incidents occurring due to	Accidents, incidents occurring due to lack of knowledge as to	4	3	12	Ensure that SDS are available for all goods and materials in	2	DGM	13/05/13	W & S Manager advised all SDS are available
	lack of knowledge of goods and	the appropriate use, storage, comp ability, toxicity, disposal,				use, storage or on order for the Council.				
	materials.	chemical composition and nature of goods and materials.								

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6.1.1		4	3	12	A master copy of SDS' should be retained in central offices, with a copy to be stored with the goods and materials.	2	DGM	13/05/13 Master copy in both works depot	
6.1.2		4	3	12	Ensure that all users are made aware of the correct use, restrictions and applicable first aid techniques applicable to all goods and materials in use, storage or on order for the Council.	2	DGM	13/05/13 contained within relevant SDS	
6.1.3		4	3	12	Ensure that Council is a member of (and utilises the services of) Chemwatch or a similar organisation where SDS' and other relevant information is readily available.	2	DGM	13/05/13	
6.1.4		4	3	12	Ensure that when new goods and materials are purchased that SDS' are requested as part of the purchase process.	2	DGM	13/05/13 W & S Manager obtains these at time purchase	e of

7. Fire	e Precautions								
7.1	Loss or destruction to Council property/assets through fire.	Loss or destruction to Council property/assets through a lack of adequate fire precaution measures.	4	3	12	Ensure that Fire Wardens and a Chief Fire Warden have been appointed, trained and provided with required PPE/uniforms.	9	DGM, All Mgrs.	13/05/13 Employees have undertaken fire training
7.1.1			4	3	12	Ensure that fire drills are conducted regularly - at least annually.	9	DGM, All Mgrs.	13/05/13 Conducted annually
7.1.2			4	3	12	Ensure that smoke alarms, fire blankets, extinguishers, fire hoses and reels, fire pumps and hydrants are installed as appropriate, tested regularly and recorded in a register.	9	DGM, All Mgrs.	13/05/13 Tested every six months by external contractor - certificate received
7.1.3			4	3	12	Ensure that fire exits are adequately signed, fire exit lights are working, exits are free from obstruction, etc.	9	DGM, Mgr. DES	13/05/13 Monitored through Form 46 Inspections
7.1.4			4	3	12	Ensure that fire plans and evacuation plans are displayed, adequate, current and approved by regulators as appropriate.	9	DGM, All Mgrs.	13/05/13 Placed in appropriate buildings

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Exposure to asbestos.	Causing injury, harm or death to employees, contractors and or the public through exposure to or contamination by asbestos products.	3	4	12	Identify the presence of asbestos in all Council owned buildings, sites, assets and materials.	4	DGM, Mgr. DES, Mgr. W&S		W & S Manager advised he has completed and Register is complete
		3	4	12	Engage professionals to produce asbestos registers for all sites.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	No asbestos
		3	4	12	Conduct regular inspections of identified sites to ensure that the condition of buildings and materials are being monitored.	4	Mgr. DES,	13/05/13	No asbestos
		3	4	12	Ensure that asbestos is disposed of in a safe and prescribed manner by appropriately licenced staff or contractors.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	Disposal at Hamilton Refuse Disposal Site. Staff Trained
		3	4	12	Asbestos registers are to be signed by Contractors whenever are they are working in the area to ensure that they acknowledge that they have been informed of the whereabouts or likelihood of asbestos.	4		13/05/13	W & S Manager advises those areas are isolated from contractors
		3	4	12	Staff are to sign the asbestos registers at least annually to acknowledge that they have been made aware of the whereabouts or likelihood of asbestos.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	Works & Services manager advises staff where applicable.
		3	4	12	Staff are to inform management whenever they notice that the condition of any material known or suspected to contain asbestos has deteriorated which may lead to the possibility of exposing asbestos into the environment.	4		13/05/13	Staff Training Undertaken
			asbestos products.	asbestos products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products. Image: Sector products.	asbestos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. image: setos products. </td <td>asbestos products.See and the second sec</td> <td>abbetos products.Image: Second Se</td> <td>sbbcstos products. Mgr. W8.5 Mgr. W8.5 Mgr. W8.5 Mgr.</td> <td>abbetos products.abbetos products.Mgr. W85Mgr. W85Mgr. W85</td>	asbestos products.See and the second sec	abbetos products.Image: Second Se	sbbcstos products. Mgr. W8.5 Mgr. W8.5 Mgr. W8.5 Mgr.	abbetos products.abbetos products.Mgr. W85Mgr. W85Mgr. W85

9. Buil	dings							
9.1	Legal action against Council in relation to Council buildings.	Lawsuits against Council in relation to unsafe Council buildings or misunderstandings as to legal responsibilities relating to use, hire, lease or entering Council owned or leased buildings.	3	2	Ensure that appropriate and certified hire/lease agreements are entered into with hirers/lessees of Council buildings. These are to contain well documented and unambiguous conditions of hire/lease as applicable to both the Council and to the hirer/lease.	DGM	13/05/13	

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9.1.1 3 2 6 Provide and comply with any Certificates and 12 DGM,	13/05/13 Form 46 Health & Safety Inspection undertaken
requirements.Annual Maintenance Statement (Form 46) Mgr. DES undertaken Mgr. DES	and works undertaken if required.

10. Pu	blic Areas								
10.1	Legal action against Council in relation to Public areas within the Council Municipality.	Lawsuits against Council in relation to accidents and incidents in public areas within the Council Municipality.	4	2	8	Are the public areas appropriately signed?	4	DGM, Mgr. DES, Mgr. W&S	13/05/13 W & S Manager - Yes
10.1.1			4	2	8	Have Places of Assembly Certificates been obtained and displayed appropriately?	4	DGM, Mgr. DES, Mgr. W&S	13/05/13 No longer required under legislation
10.1.2			4	2	8	Are there any other special requirements for the public area - restricted access, opening and closing hours, ban on smoking or alcohol, etc.?	4	DGM, Mgr. DES, Mgr. W&S	13/05/13 Yes, smokefree. Signage in place.
10.1.3			4	2	8	If there are special requirements, are these adequately addressed?	4	DGM, Mgr. DES, Mgr. W&S	13/05/13 Yes, Council Policy.
11. Ge	neral Security								
11.1	Physical threats to staff, assets and buildings.	Break-ins, thefts, burglaries, unauthorised access, threats to staff, loss or destruction of Council assets, etc.	4	2	8	Are applicable buildings alarmed, monitored?	4	DGM	13/05/13 Both Office buildings are monitored by chubb
11.1.1			4	2	8	Are security contacts appointed, trained and aware of responsibilities?	4	DGM	13/05/13 Security contacts provided to chubb and kept updated
11.1.2			4	2	8	Have policies and procedures been developed, approved and appropriately issued to and discussed with staff?	4	DGM	13/05/13

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11.1.3		4	2	8	Do the policies and procedures include - Break-ins?	4	DGM	13/05/13 Security procedure provided to office staff and
					- Alarm Systems? - Armed hold-			W & S Manager & L/Hand
					ups? - Cash in Transit?			
					 Abusive, threatening and violent customers and public? 			
					- Guidelines for Council premises, public and private			
					establishments? - Emergency contacts - Council, Fire,			
					SES, Police, Ambulance, First Aid, Southern Water			
					representatives, DIER, etc.			

12. S	afety Committee, Safety Representatives							
12.1	Failure to meet minimum requirements in relation to Safety Committees and Safety Representatives.Non-compliance with Legislation, Acts, Regulations and Codes of Practice in relation to Safety Committees and Safety Representatives.	4	2	8	Has a Safety Committee been established?	4	DGM	13/05/13 Not requested by staff
12.1.1		4	2	8	Does the composition of the Safety Committee appear to be adequate (and does it comply to statutory requirements)?	4	DGM	13/05/13
12.1.2		4	2	8	Have Safety Representatives been nominated, voted on, appointed, inducted and trained?	4	DGM	13/05/13
12.1.3		4	2	8	Are safety checklists established, approved and utilised at appropriate intervals?	4	DGM	13/05/13 W & S Manager organises safety checks at both Depots on a quarterly basis.
12.1.4		4	2	8	Are findings on safety inspections reported on acted upon?	4	DGM	13/05/13
12.1.5		4	2	8	Are the safety checklists regularly reviewed to ascertain whether amendments are required?	4	DGM	13/05/13 Review by W & S Manager
12.1.6		4	2	8	Does the Safety Committee meet regularly?	4	DGM	13/05/13 n/a
12.1.7		4	2	8	Do the Agendas for Safety Meetings appear to be appropriate?	4	DGM	13/05/13 n/a
12.1.8		4	2	8	Are Minutes of Safety Meetings recorded, approved, signed and distributed appropriately?	4	DGM	13/05/13 n/a

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

12.1.9		4	2	8	Are the Safety Meeting Minutes presented to the General	4	DGM	13/05/13	n/a
					Council Meeting for discussion, review and endorsement?				

13. A	nti-Discrimination								
13.1	Council being sued under alleged breaches of Anti-discrimination provisions.	Monetary fines and damage to Council's reputation in relation to alleged breaches of ant-discrimination practices and incidents.	3	3	9	Ensure that an Anti-Discrimination policy is available and is current (reviewed and approved within the last 12 months).	4	DGM	13/05/13 New Policy 2015-34 Harassment & Discrimination Policy adopteda April, 2015. Training to staff by Dixie Emerton on 1 June 2015
13.1.1			3	3	9	Are there plans to review, amend and approve this policy at least every 12 month?	4	DGM	13/05/13 Review date is April 2017
13.1.2			3	3	9	Has the policy been presented at a tool-box meeting or seminar/presentation to all staff within the last 12 months?	4	DGM	13/05/13 All staff were given copies. Trainngn held on 1 June 2015
13.1.3			3	3	9	Have all staff signed an attendance record acknowledging that they have attended Anti-Discrimination training?	4	DGM	13/05/13
13.1.4			3	3	9	Has a staff member been nominated as responsible for the policy?	4	DGM	13/05/13
13.1.5			3	3	9	Have staff been appointed as Anti-Discrimination Contact Officers?	4	DGM	13/05/13
13.1.6			3	3	9	Have staff been appointed as Anti-Discrimination Investigation Officers?	4	DGM	13/05/13

14. Po	14. Policies and Procedures											
14.1	Lack of current authorised Policies and	Inability to rely on policies and procedures as evidence that	3	4	12	Have requirements for Policies and procedures been	4	DGM,	13/05/13	Policies are reviewed regularly - ongoing. Policy		
	Procedures.	Council is aware of and is responding to requirements within				adequately identified?		Audit Committee		index gives date policy adopted and a review		
		Legislation, Acts, Regulations and Codes of Practice.								date		

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
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							Control		Register	

14.1.1		3	4	12	Have appropriate Policies and Procedures been developed?	4	DGM,	13/05/13 All policies have a review date. Copies of all
					- Reviewed by management? - Authorised by		Audit Committee	policies are available at both Hamilton and
					management(procedures) and by Council (Policies)?			Bothwell office and depot
					- Allocated to Responsible Officers? - Presented to			
					applicable employees? - Have an appropriate expiry date as			
					to when a review is to be conducted by?			
	l l							

15. Sta	aff Training/Training Records									
15.1	Lack of evidence that employees have received mandatory, job specific, plant, tools and equipment or operation specific training.	Damage, destruction to machinery and assets, injury and harm to employees, customers, visitors and the general public due to inadequate training.	3	3	9	Have all training requirements for all employees been assessed, recorded and sourced? (Consider initial applications, inductions, relevant experience and licences/permits, performance reviews, reports from supervisors and peers, introduction of new methods, plant, tools and equipment, changes to working conditions and work roles, etc.).	3	DGM, All Mgrs.	13/05/13	Yes where needed
15.1.1			3	3	9	Has a Training Register been maintained for each employee (check on currency and adequacy)?	3	DGM	13/05/13	
15.1.2			3	3	9	Does the training register for each employee contain the following items (where applicable): - First Aid? - Manual Handling? Handling? - Hearing Tests? - Chainsaw Permit? - Drivers Licence? - Other Licences/Permits? - Working at Heights? - Confined Spaces? - White Card (Construction Industry Induction)?	3	DGM	13/05/13	copies of certificates and licences on employee file
15.1.3			3	3	9	Are these licences, permits, certificates, etc. current?	3	DGM	13/05/13	Yes
					_					
15.1.4			3	3	9	Have employees been informed that they must inform Management if any circumstances change (e.g. if drivers licence is suspended, etc.)?	3	DGM	13/05/13	Yes
15.1.5			3	3	9	Are these training records reviewed on a regular basis (at least annually)?	3	DGM	13/05/13	Training requirements assessed through performance appraisals

Ris	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

16. Co	odes of Conduct, Standards, Ir	ndustry Best Practices, etc.								
16.1	Failure to comply with Codes of Conduct, Standards, Industry Best Practices, etc.	Failure to identify and comply with all Codes of Conduct, Standards, Industry Best Practices, etc.	3	4	12	Nominate an employee who will be responsible for identifying all applicable Codes of Conduct, Standards, Industry Best Practices, etc.	4	DGM	13/05/13	
16.1.1			3	4	12	This employee will also be responsible for identifying all changes and amendments to Codes of Conduct, Standards, Industry Best Practices, etc.	4	DGM	13/05/13	
16.1.2			3	4	12	A master copy is to be held in the Hamilton Office. Extracts are to be forwarded to relevant responsible Managers for action as appropriate.	4	DGM	13/05/13	
16.1.3			3	4	12	To assist in this process, a service facility may be utilised.	4	DGM	13/05/13	

17. Pe	ersonal Protective Clothing and Equipment (PPE).								
17.1	Lack of or inappropriate supply or use of Accidents and incidents through the lack of or inappropriate PPE. supply or use of PPE.	3	3	9	Is there evidence that a proper risk assessment has been conducted to determine whether the job, task or operation could be revised and made safer to eliminate the requirement of PPE?	4	DGM, All Mgrs.	13/05/13	PPE is required for all tasks by outdoor workforce
17.1.1		3	3	9	Have personal issues of PPE to employees been recorded in a PPE Register on an individual basis?	4	DGM, All Mgrs.	13/05/13	Yes by W & S manager
17.1.2		3	3	9	Has a formal assessment/identification process been undertaken to determine the correct PPE required for the job, task or operation?	4	DGM, All Mgrs.	13/05/13	Tick & flick through safe work method
17.1.3		3	3	9	Is there any evidence that appropriate PPE has been made available?	4	DGM, All Mgrs.	13/05/13	Yes W & S Manager has list & signatures
17.1.4		3	3	9	Is there any evidence that the correct method of using the PPE has been determined and explained to the employees involved?	4	DGM, All Mgrs.	13/05/13	Tool Box Meetings
17.1.5		3	3	9	Has there been any inspections conducted by Responsible Officers to ensure that PPE is utilised appropriately as and when required?	4	DGM, All Mgrs.	13/05/13	Spot checkk carried out by W & S Manager & DGM

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
Νο					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

18. Gi	fts and Benefits								
18.1	commissions to favour a supplier ahead may	e acceptance of gifts, benefits and secret commissions by be real or perceived attempts to bribe, coerce or luence procurement decisions.	4	4	Unless there are exceptional circumstances, gifts, benefits and commissions are disallowed.	9	DGM	13/05/13	New Policy adopted 21.7.15. All staff have had integrity training. Policy in Policy register at both offices and depots. Policy due for renewal 30.10.17
18.1.1			4	4	Exceptions may be allowed only if approved by the General Manager in one-off situations where the goods or benefits are of a minor nature, or of direct benefit to the municipality.	9	DGM	13/05/13	See above policy
18.1.2			4	4	A Register of gifts and benefits is to be maintained, kept current and made available for review by Senior Management and other relevant persons as required.	9	DGM	13/05/13	See above policy

19. Ne	epotism, Favouritism and Neg	ative Bias							
19.1	Unfairly or inequitably treating relatives, friends or acquaintances.	Unfairly or inequitably treating relatives, friends or acquaintances in relation to conducting business with the Council.	4	4	16	When dealing with major purchases and tenders which involve relatives, friends and acquaintances (including suppliers that may be seen as having undue positive or negative influence over an employee), affected employees should wherever possible either distance themselves from the negotiations or seek approval from Senior Management prior to finalising the transaction or negotiation.		DGM, All Mgrs.	13/05/13 Advertised tenders provided to Council for selection of appropriate successful tender in accordance with Council Policy.
19.1.1			4	4	16	Where possible, goods and services should be sourced from established suppliers, preferably from a listing of approved suppliers or from the National Procurement Network (NPN) where appropriate.	4	DGM, All Mgrs.	13/05/13 Draft Purchasing & Payments Control Policy to Audit Panel 8/6/16. adopted 21.6.16

20. Co	pyright								
20.1	Infringement of Copyright.	Council being sued for failure to comply with Copyright	3	2	6	A copy of current copyright provisions and relevant	2	DGM	13/05/13 Copyright Licence current from 17/11/15-
		provisions.				legislation, acts and regulations to be maintained, reviewed			16/11/16. licence renewed 16.11.16 to 16.11.17
						and extracts issued to employees as applicable to ensure			
						compliance.			

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No					Level		Risk Level	Person	Entered	
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							Control		Register	

20.1.1	3	2	Copies of copyright provisions to be displayed on all photocopies and printers.	2	DGM		Copy of all documents given to DES & Hamilton Office staff, W & S manager & Leading Hand in email 9/12/2015
20.1.2	3	2	Where licences, permits and agreements relating to copyright have been negotiated, copies are to be filed and available for evidence as required.		DGM	13/05/13	Signed copyright licence in safe at Hamilton

21. In	21. Intellectual Property											
21.1	Disputes as to ownership.	Disputes as to ownership of material relating to Intellectual Property.	3	2		Generally, material produced by employees during paid employment periods is the property of the Council unless agreed to by both the Council and the applicable employees:	2	DGM		Provision contained in all new contractsof employment		
21.1.1			3	2	6	 - Is a register maintained for intellectual property approved to be the property of employees rather than Council? 	2	DGM	13/05/13			
21.1.2			3	2	6	- Is this Register reviewed and endorsed on a regular basis?	2	DGM	13/05/13			

		Damage, destruction, deterioration, depletion of Council's							
	oletion of Council's resources.	assets from non Council operations. This includes property, plant, tools, equipment, materials and resources and may result from inappropriate use by employees, customers and the public.	3	3	9	Is there a current policy regarding private use of Council's resources?	DGM, All Mgrs.		Private use of Vehicle Policy for staff with vehicle use. Other use is by private works & accounts issued. Policy being developed for Pool car Usage
22.1.1			3	3	9	Does this policy generally refuse the private use of Council's resources unless authorised in writing by the General Manager?	DGM, All Mgrs.	13/05/13	Private Works authorised by W & S Manager

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							Control		Register	

22.1.2	3	3	9	If any private use has been approved, are hire agreements entered into and are they: - signed by both parties? - responsibilities, including fuel, lubricants and greases, usage, restrictions, start-up and maintenance requirements clearly defined? - current operator licences, permits sighted? - liabilities for damage and destruction clearly defined?	6	DGM, All Mgrs.		Vehicle use as per vehicle policy & contractural agreements.
22.1.3	3	3	9	Goods and services for private purposes by employees, customers or the public are not to be purchased by the Council for subsequent reimbursement by employees, customers or the public?	6	DGM, All Mgrs.	13/05/13	Purchasing & Payments Control Policy covers this.
22.1.4	3	3	9	The use of Council's resources by staff or the public for private commercial gain is prohibited.	6	DGM, All Mgrs.	13/05/13	All staff notified of this

23	Conflict of Interest								
23.1	Damage, destruction, deterioration, depletion of Council's resources.	Employees and Councillors obtaining (or perceived as to having the ability to) an inappropriate benefit or financial gain, either directly or indirectly, through their knowledge of Council operations or through their personal or business connections.	4	3	12	All relevant connections to business and personal activities which may be perceived as presenting conflicts of interest for employees and Councillors are to be advised to the Mayor, General Manager or Deputy General Manager for inclusion into a Register. Restrictions on voting rights and in dealing with transactions and business with these organisations or individuals are to be entered and abided by the employees and Councillors as appropriate.	6	Mayor, General Manager, All Mgrs.	13/05/13 Follow Council's policies
23.1.1			4	3	12 12	Council employees are not to engage in private commercial capacities in opposition to Council activities. Employees engaged in a second or subsequent job must	6	DGM, All Mgrs. DGM, All Mgrs	13/05/13 13/05/13
						apply for and receive endorsement from the General Manager.		All Mgrs.	

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23.1.3	4	3	Councillors, Council employees, contractors, subcontractors and their staff are not to use or pass onto others any knowledge which is confidential to Council operations that they may discover through the course of their engagement with the Council.	DGM, All Mgrs.	13/05/13	
23.1.4	4	3	The appropriate use of Council resources by staff in the reasonable execution of their role, duties and responsibilities does not constitute a breach of the requirements written or implied above.	DGM, All Mgrs.	13/05/13	

24	Managing Risks of Plant in th	ne Workplace							
24.1	Damage, destruction or unwarranted	The unsafe use of plant is a major cause of workplace death	4	3	12	Promotion and awareness of and compliance to Code of	9	General Manager,	15/08/13 Operators licenced to operate plant - first aid
	deterioration to Council plant.	and injury.				Practice CP123 - Managing the Risks of Plant in the		DGM, Mgr W&S,	training provided to staff
						Workplace, coupled with operator training, follow-up		Leading Hand W&S,	
	Accidents, injuries to operators, staff,	There are significant risks associated with plant, including:				training, certification and licensing of operators, where		HSR, All Operators.	
	contractors and the public due to a lack	- limbs amputated by unguarded moving parts.				applicable.			
	of knowledge regarding use of plant.	- crushing by mobile plant							
		- fractures from falls while accessing, operating or							
		maintaining plant.							
		- electric shock from plant that is not adequately protected							
		or isolated.							
		- burns or scalds due to contact with hot surfaces, exposure							
		to flames, hot fluids, steam, gases or exhausts.							

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
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							Control		Register	

24.1.1		4	3	12	Discuss and explain how the risks and hazards are managed,	9	General Manager,	15/08/13 Plant Risk Register is a works in progress as it is
					bearing in mind the following:		DGM, Mgr W&S, Leading Hand W&S,	currently being reviewed
					A person with management or control of plant at a workplace		HSR, All Operators.	
					must manage risks to health and safety associated with the			
					plant:			
					- Identify reasonably foreseeable hazards that could give rise			
					to the risk			
					- Eliminate the risk so far as is reasonably practicable.			
					- If it is not reasonable practicable to eliminate the risk,			
					minimise the risk so far as is reasonably practicable by			
					implementing control measures in accordance with the			
					hierarchy of control.			
					- maintain the implemented control measure so that it			
					remains effective.			
					- Review and if necessary, revise risk control measures so as			
					to maintain, so far as is reasonable practical, a work			
					environment that is without risks to health and safety.			

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
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							Control		Register	

-								
24.1.2		4	3	Discuss and explain how the risks and hazards are managed,	9	General Manager,	15/08/13	
				bearing in mind the following areas which should be		DGM, Mgr W&S,		
				considered:		Leading Hand W&S,		
						HSR, All Operators.		
				- Consulting with operators and other associated employees				
				and contractors.				
				- Registering the plant.				
				- Identifying the hazards - Inspection of the plant, reviewing				
				safety information, assessing the risks and controlling the				
				risks.				
				 maintaining and reviewing risk control measures. 				
				- Purchasing and hiring plant.				
				- Purchasing second hand plant.				
				- Installation and commissioning of plant.				
				 Instruction, training and supervision. 				
				- Using plant in the workplace.				
				- High risk work licences.				
				- Making alterations to plant.				
				- Inspecting plant.				
				- Maintenance, repair and cleaning of plant.				
				- Storing plant.				
				- Decommissioning, dismantling and disposal of plant.				
				- Guarding plant.				
				- Operator controls.				
				- Emergency stops.				
				- Warning devices.				
				- Isolation of Energy Sources.				
				- Keeping records.				
				- Hazard checklists.				
				- Technical standards.				

25	Records Disposal									
25.1	Destruction, deterioration or loss of Council records.	Non-compliance with Council Policies and requirements and various statutory requirements and legislation, including Local, State and Federal Governments Acts and Regulations, including Archives Act.	4	3	12	Document legislative requirements and best practices.		General Manager, All Mgrs, F&A Staff.	15/08/13	Training where applicable
25.4.4				2	10		6		45 100 140	
25.1.1			4	3	12	Develop Policies and Procedures in relation to record keeping and disposals.		General Manager, All Mgrs, F&A Staff.		New Policy & procedure developed for Magi Records management

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
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							Control		Register	

25.1.2	4	3	Train staff in how to comply with records filing, retention and archiving disposal techniques and requirements.	General Manager, All Mgrs, F&A Staff.	Those having access to records software have undertaken training
25.1.3	4	3	Provide adequate storage facilities including electronic (with reliable back-up), hard copy, scanned documents, photocopies, emails, faxes, newspaper and press articles, copyright restrictions, privacy considerations, etc.	General Manager, All Mgrs, F&A Staff.	Archives Room at Bothwell and Hamilton. Documents scanned onto records management software.

26	Managing Work Environmen	t							
26.1		Risks and hazards include: - The layout of the workplace, lighting and ventilation does not, as far as is reasonable practicable, enable workers to carry out work without risks to health and safety. - Lack of adequate facilities of workers, including toilets, drinking water, washing and eating facilities. - Remote and isolated work. - Lack of emergency plans.	4	2	8	Promotion of, awareness to and compliance to Code of Practice CP124 - Managing the Work Environment and Facilities.	6	General Manager, DGM, All Mgrs.	15/08/13 Tool Box Meetings & Workshops
26.1.1			4	2	8	 Work Environment and Facilities Checklists: Have checklists been designed and circulated to all areas. Who has the responsibility to fill them out? How often are they completed? Who reviews the completed checklists? Where are completed checklists filed? Are results from the checklists referred to Senior Management as applicable How are recommendations: Communicated? Decided upon? Accepted or rejected? Implemented? Followed up? 	6	General Manager, DGM, All Mgrs.	15/08/13

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

26.1.2	4	2	8	Explain how the following are addressed and controlled:	6	General Manager,	15/08/13	Some of these are done by W & S Manager
				- Identifying what facilities are required:		DGM, All Mgrs.		hrough depot inspections and checklist. Annua
				. Consulting workers and others as applicable?				nspections Maintenance Schedules Form 46 &
				. The nature of the work, including size, location and nature			F	Recommendations from Managers
				of the workplace and the number and composition of the				-
				workplace.				
				- Maintaining the work environment and facilities:				
				. Entry and exit to the workplace.				
				. Housekeeping.				
				. Work areas.				
				. Floors and other surfaces.				
				. Workstations.				
				. Lighting.				
				. Air quality.				
				. Heat and cold.				
				- Welfare Activities:				
				. Access to facilities.				
				. Drinking water.				
				. Toilets.				
				. Hand washing.				
				. Dining facilities.				
				.Personal storage.				
				. Change rooms.				
				. Shower facilities - general and emergency.				
				- Outdoor work.				
				- Remote or Isolated Work.				
				- Accommodation.				
				- Emergency Plans:				
				. preparing emergency procedures.				
				. Communicating the emergency procedures.				
				. Displaying the emergency procedures.				
				. Displaying emergency phone numbers.				
27 Managing Noise and Hearing Loss at Work								

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

27.1	Exposing workers to the risk of	A person conducting a business or undertaking (PCBU) has	4	3	12	Promotion of, awareness to and compliance to Code of	6	General Manager,		Hearing Tests conducted by CHC 15/17.
	sustaining hearing loss and disabling	specific obligations under the WHS Regulations to manage				Practice CP118 - Managing Noise and Preventing Hearing Loss		DGM, All Mgrs, All		Training, Tool Box Meetings
	tinnitus.	the risks of hearing loss associated with noise at the				at Work.		Employees.		
		workplace, including:								
		- Ensuring that the noise a worker is exposed to at the								
		workplace does not exceed the exposure standard for noise.								
		- Providing audiometric testing to a worker who is frequently								
		required to use personal hearing protectors to protect the								
		worker from hearing loss associated with noise that exceeds								
		the exposure standard.								
									. = / /	
27.1.1			4	3	12	Explain how the following are addressed and controlled:	6	General Manager,	15/08/13	Training, PPE Gear, Tool Box Meetings
						- Identifying noise hazards.		DGM, All Mgrs, All		
						- How noise risks are assessed.		Employees.		
						. Conducting noise assessments.				
						- How to control noise risks:				
						. Hierarchy of risk control.				
						. Substituting plant or processes to reduce noise.				
						. Using engineering controls.				
1						. Isolating the source of noise.				
						. Using administrative controls.				
						. Using personal hearing protectors.				
						. Audiometric testing.				
						. Information, training and instruction.				
						. Implementing and maintaining control measures.				
						. Implementing and maintaining control measures.				
					1			1		

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

27.1.2		4	3	12	Noise and Hearing Loss Checklists:	6	General Manager,	15/08/13	All employees have had ahearing tests
					- Have checklists been designed and circulated to all areas.		DGM, All Mgrs, All	(conducted and advised of outcomes. Hearing
					- Who has the responsibility to fill them out?		Employees.	1	tests undertaken 28th & 29th September 2016
					- How often are they completed?				
					- Who reviews the completed checklists?				
					- Where are completed checklists filed?				
					- Are results from the checklists referred to Senior				
					Management as applicable				
					- How are recommendations:				
					. Communicated?				
					. Decided upon?				
					. Accepted or rejected?				
					. Implemented?				
					. Followed up?				

28	Ethics and Integrity							
28.1	Loss or reduction in Council resources, assets, creditability and reputation due to the failure to act in an ethical manner or without due integrity. The use of an employee's or Councillor's position or employment within the Council to obtain a personal gain through acting unethically or without integrity.	4	3	12	Present training on Ethics and Integrity as compiled by the Integrity Commission. A series of programs has been devised to assist Council meet their statutory obligations under S32 of the Integrity Commission Act 2009.	6	General Manager, DGM, All Mgrs.	15/08/13 Integrity Commission have provided training t staff and councillors on 1 June 2015
28.1.1		4	3	12	The Policy to be written on Ethics and Integrity is to be read in conjunction with associated Policies, Procedures and Guidelines, including: - Internal Control Policy. - Code of Conduct Policies. - Risk Management Policy. - Staff induction procedures. - Duty statements and job descriptions. - Australian Standard 8001-2008 - Fraud and Corruption Control. - Pre-employment screening procedures. - Staff rotation policies. - Separation of Duties.	6	General Manager, DGM, All Mgrs.	15/08/13

Risk	Risk or Hazard	Details	Likelihood	Consequence	Risk	Action to Control Risk or Hazard	Evaluate	Responsible	Date	Action Taken or Comments
No					Level		Risk Level	Person	Entered	
							After		on	
							Control		Register	

29.1	Loss or reduction in Council resources, assets, creditability and reputation due to fraudulent activities.	The use of an employee's or Councillor's position or employment within the Council to obtain a personal gain through the deliberate misuse or misappropriation of Council assets or resources.	4	3	12	 Present training and promote compliance to the following Policies and Procedures: Policy 2013-03 Fraud Control Policy Procedure 2013-02 Fraud Control Investigation Procedure. Procedure 2013-03 Fraud Prevention Procedure. Fraud Detection and Risk Management Procedure. 	General Manager, DGM, All Mgrs.	15/08/13	Training in Fraud Awareness has been presented to staff at toolbox meeting in July 2013. Councillors attended a training presentation in August 2013. Fraud policy reviewed and aopted 20.10.15 and due for review 20.10.18
29.1.1			4	3	12	The major elements of the Fraud Control Policy are: - Education and awareness. - Roles and responsibilities. - Procedures. - Disciplinary actions. - Risk Management. - Fraud Control Program.	General Manager, DGM, All Mgrs.	15/08/13	Training in Fraud Awareness has been presented to staff at toolbox meeting in July 2013. Councillors will be invited to attend a training presentation in August 2013.
29.1.2			4	3	12	 This Fraud Policy is to be read in conjunction with associated Policies, Procedures and Guidelines, including: Internal Control Policy. Code of Conduct Policies. Risk Management Policy. Staff induction procedures. Duty statements and job descriptions. Australian Standard 8001-2008 - Fraud and Corruption Control. Pre-employment screening procedures. Staff rotation policies. Separation of Duties. Ethics and Integrity Policy. 	General Manager, DGM, All Mgrs.	15/08/13	Training in Fraud Awareness has been presented to staff at toolbox meeting in July 2013. Councillors attended a training presentation in August 2013.

UPDATED 1 OCTOBER 2015. UPDATED 2 NOVEMBER 2015 UPDATED 23 MAY 2016 BY W & S MANAGER UPDATED 23 MAY 2016 BY GM UPDATED 25 MAY 2016 BY DES MANAGER COPY OF RISK REGISTER IN COUNCIL AGENDA FEBRUARY 2017 UPDATED 27 APRIL 2017 BY GM UPDATED 27 APRIL BY W & S MANAGER UPDATED 16 MAY 2017 BY DES MANAGER UPDATED Feb 2018 BY DEPUTY GENERAL MANAGER Approved by the Audit Panel Feb 2018 Approved by the Council 20 March 2018 Council Meeting item 16.19 Approved by the Audit Panel Feb 2019 Reviewed by Managers Oct 2019 Approved by the Audit Panel Dec 2019



Policy No. 2017-45

Disability Access &

Inclusion Policy

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Disability Access & Inclusion Policy	Review Date: 21 Jan 2023	Page 1 of 3

POLICY OBJECTIVES

The objective of this policy is to state the Council's position in regards to the Commonwealth *Disability Discrimination Act 1992*.

POLICY AIMS

- To improve access to public buildings and facilities;
- To adapt existing services to ensure that they meet the needs of people with disabilities;
- Provide direction to all Council staff and elected members;

DISABILITY DISCRIMINATION ACT 1992

The Disability Discrimination Act 1992 (DDA) makes it unlawful to discriminate in the provision of goods, services or facilities, against people on the basis that they have, or may have, a disability. It is a legal requirement of Council to respond to issues and complaints that are raised relating to services under the control of the Council.

The main objective of the DDA is to eliminate, as far as possible, discrimination against persons on the grounds of disability. It is designed to ensure that people with disabilities are not deprived of equal opportunity by stereotype, prejudice or misconception, or by unnecessary barriers or restrictions.

The DDA requires that a person's disability should be taken into account only where it is relevant and fair to do so.

IMPACT

The Disability Discrimination Act 1992 has a particular relevance to a number of the Council's operations, namely:

- Access to Council owned and / or operated facilities used by the Community;
- The provision of Council services;
- The purchase, sale and usage of Council land;
- Council employment (including volunteers);
- Council contractor management;
- The provision of Council information to the Community; and
- The development of Council policies and procedures.

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POLICY

The Central Highlands Council is committed to ensuring, as far as is practicable, that the Community is accessible for people with disabilities, their families and carers.

The Council recognises that people with disabilities are valued members of the Community who make a variety of contributions to social, economic and cultural life within the Central Highlands area.

OUTCOMES

The Council is required, under the DDA, to work towards providing equity of access to services and facilities to all sectors of the Community, including people with disabilities.

The Council is committed to:

- Providing facilities, services and assets that, as far as is practicable, comply with Australian Standards and Codes and objectives of the Disability Discrimination Act; and
- Ensuring, as far as is practicable, that the Council's relevant policies and procedures address the needs of people with disabilities, in accordance with the principles outlined in the DDA and this policy.

OTHER RELEVANT DOCUMENTS

Disability Discrimination Act 1992 (DDA) Building Code of Australia (BCA) Transport 2002 (Transport Standards) Australian Standard (AS 1428) – Design for Access and Mobility

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Policy No. 2015-06 Tendering and Procurement Policy

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1. Purpose

This Policy applies to all tendering and procurement which the Council is obliged to conduct under the Local Government Act 1993 (the Act). The Policy gives guidance for tendering and procurement procedures.

Central Highlands Council is committed to a tendering and procurement system that will produce the best value for money, quality goods and services to our residents and ratepayers, open and effective competition, enhancement of the capabilities of local business and industry and that treats all tenderers in a timely and fair manner. To help achieve this, this Policy sets out the steps that the Council will follow when procuring and tendering goods, services or works.

To achieve its objective the Council will ensure that the tender process is fair to all parties, and use its best endeavours to demonstrate that fairness to tenderers and potential tenderers. More specifically, it will:

- produce tender documents that clearly specify the Council's required outcomes to allow tenderers to bid for and price work accurately;
- package work put to tender in a manner which encourages competition and the best outcome for residents and ratepayers;
- not participate in, and actively discourage other parties from, improper tendering practices such as collusion, misrepresentation and disclosure of confidential information;
- require any conflict of interest to be disclosed immediately;
- have regard to the cost of tendering to tenderers, residents and ratepayers and seek to constrain that cost.

Council promotes a policy of supporting local business, i.e. within the municipal area, in the first instance where the local business is able to supply goods and services which are equivalent value and standard to external sources.

Council also has the opportunity to procure selected items through NPN (National Procurement Network); a service made available through LGAT. Prices may be significantly lower due to the increased purchasing power and there may also be significant time savings as specifications, tenders and contracts are all dealt with by NPN.

This policy restates the ethical principles applying to all parties in the tendering process and then describes all steps in the tendering process under the headings of obligations of the principal and of tenderers.

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Adherence to this code provides for minimum acceptable levels of behaviour from those involved in the tender process but does not minimise all areas of potential risk and associated liability.

2. Legislative Requirements, Regulations and Associated Council Policies, Procedures and Guidelines.

This policy should be read in conjunction with applicable, appropriate and associated Legislative Requirements, Regulations, Council Policies, Procedures and Guidelines. These include but are not limited to:

- The Local Government Act 1993;
- Local Government (General) Regulations 2015;
- Australian Standard AS4120 1994 Code of Tendering
- Code of Conduct Policies;
- Risk Management Policy and Procedures;
- Staff Induction Procedures;
- Duty Statements (Job Descriptions, etc.);
- Fraud Policies and Procedures;
- Delegations of Authority;
- Purchasing and Payments Control Policy

3. Glossary of Terms

3.1. This Policy

2015-06 Tendering and Procurement Policy

3.2. Council

Central Highlands Council.

3.3. Tender Box

The point or place for lodgement of tenders.

3.4. Contractor

A contractor is defined as a person or organisation, external to Council, engaged under a contract for service (other than as an employee) to provide specified services to Council. A contractor generally works under the supervision of a

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Council Manager to provide services which are not readily available in the Council.

3.5. Expression of Interest

Is a means of identifying potential suppliers or contractors interested in a particular project which may ultimately submit a formal tender or quotation. This allows the Council to shortlist potential suppliers before seeking detailed offers, depending on technical, financial and managerial capacity, thus restricting the issue of formal tenders to those suppliers with demonstrated capacity.

3.6. Open/Public Tender

The formal process of publicly inviting offers through an advertisement in a local newspaper to supply goods and services, or purchase surplus items, normally involving specifications and detailed documentation.

3.7. Procurement

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

3.8. Tender

Is a formal offer to supply goods or services at a stated cost. A tender may be public (advertised) or selective (bids from selected contractors sought).

3.9. Standing Tenders

From time to time the Council may utilise a standing tender in which one or more tenderers are contracted through an open tender process to provide specified goods or services over a period of time without the need for a further tender process. This may be particularly relevant to supplies of general items such as stationery, cleaning products, etc.

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

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3.10. Multiple Use Register

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

If it is determined that a such register will be established, the General Manager will invite expressions of interest from prospective applicants for inclusion on a register by publishing at least once in the major regional newspaper and on its website a notice specifying:

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

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

When Council wishes to use the register, the General Manager will invite all successful applicants that are registered for the relevant category to tender for the provision of the required good or service, and the tender process as outlined in this policy will be utilised.

Council will review any established register at least once every 2 years.

3.11. Multiple-Stage Register

From time to time the Council may utilise a multiple-stage tendering process. This is a process by which suppliers are evaluated through stages against criteria established by the Council. This is a useful process to:

• Gain market knowledge and clarify the capability of suppliers;

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- Shortlist qualified tenderers; and
- Obtain industry input.

The General Manager may call for expressions of interest from prospective tenderers and will ensure that prospective tenderers are provided with all relevant information including details as to the various stages in the tender process.

As a final stage in a multiple-stage tender process the General Manager will invite all suppliers who have met the criteria set by the Council to tender for the supply of goods or services, in which event the tender process as outlined in this policy will be utilised.

3.12. National Procurement Network (NPN)

The NPN is an alliance of state and territory local government associations. The NPN combines the purchasing power of around 350 councils Australia wide.

Because LGAT is a member of the NPN, it is able to offer Council, as a member of LGAT, access to:

- Better pricing for a range of goods (savings on government list prices of up to 30%)
- Significant time saved in preparing tender and contract documentation
- Significant time saved in reviewing and appointing appropriate suppliers
- The benefit of nearly always being able to purchase the goods locally so providing support to local businesses.

By Using the National Procurement Network (NPN), there is no need for Council to draft contracts, advertise, evaluate tenders and award contracts. These functions represent hidden costs that have been estimated to be in the vicinity of \$5,500 per tender.

LGAT has purchased a VendorPanel license which allows councils to create online requests for quotations from preferred and pre-qualified suppliers. VendorPanel is a secure web based system used by organisations to increase transparency, compliance and savings.

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4. Guidelines – Tendering and Procurement Thresholds

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

Procurement Value	Minimum Requirement	Authority (refer to Purchasing and Payments Control Policy)
Under \$5,000	One verbal quotation where applicable. Council Purchase Order where appropriate.	Orders over \$1,000 to be authorised by applicable Manager
\$5,001 to \$10,000	Two verbal quotations, one of which to be from a local business, if applicable. Council Purchase Order where appropriate.	To be authorised by applicable Manager.
\$10,001 to \$50,000	Two written quotations, one of which to be from a local business, if applicable. Council Purchase Order where appropriate.	To be recommended by applicable Manager and authorised by Manager Finance & Administration or General Manager.
\$50,001 to \$249,999	Three written quotations, one of which to be from a local business, if applicable. Council Purchase Order where appropriate.	To be recommended by applicable Manager and authorised by Manager Finance & Administration or General Manager.
\$250,000 or over	Council must advertise each tender at a minimum in the local regional newspaper and advertise on the Council website.	Contracts to be awarded and signed by the General Manager after acceptance and approval by Council.

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5. Processes and Principles

5.1. Specifications

The Council has responsibility to its residents and ratepayers to ensure services are properly delivered. It will therefore develop specifications that clearly set out the Council's expectations. Most specifications will focus on outcomes and quality requirements, rather than particular ways of delivering a service. Some specifications may include both input and output requirements for a service.

The tender documents will require tender proposals to indicate how the performance standards will be met, and how the tenderer would measure the satisfaction levels of service users.

The tender documents will require the tenderers compliance with Council's Work Health and Safety Policy.

In developing specifications, the Council will consider the requirements of service users and may seek the views of the providers of the existing service and others providing similar services, whether in the public or private sector.

The Council will identify in the specifications any Council assets to be made available to tenderers, whether in-house or external, and may set costs, terms and conditions for the use of the assets.

No potential tenderer will have access to the final specifications prior to their formal approval and public release by the Council.

5.2. Public Notice

Public notice is required under the Act to start a tender process. The Council will advertise in the Public Notice Section of the Mercury newspaper and may advertise in other newspapers or publications where appropriate. The Council will also place information on the tender on its website.

When advertising the Council will specify:

- The nature of the goods or services required;
- Any identification details allocated to the contract;
- Where the tender is to be lodged;
- Particulars identifying a person from whom further or detailed information relating to the tender can be obtained; and
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- The period within which the tender is to be lodged.

5.3. Variations to a Tender

Where the Council seeks to amend or extend the closing date for a tender it will advertise the variation/s in the Mercury newspaper and on its website. If tender documents have been issued or a written tender has already been received then the General Manager will notify the recipients of the tender documentation and any tenderer in writing of the variation/s to the tender.

5.4. Expression of Interest

The Council may use an "expression of interest" process before it invites tenders. If so, it will advertise publicly the purpose and nature of the contract or project and the date by which it will invite tenders. The aim at the expression of interest stage is not to elicit tenders, but rather to assess the capacity of the respondents to undertake the work or project, and to refine the specifications. The Council will make the evaluation criteria for registration available to all respondents.

The Council will seek tenders from local business and industry if available.

The Council may invite tenders from some, all or none of the registrants, by the advertised date. If the Council does not invite tenders by that date, it will write to all registrants advising when tenders are to be invited. Respondents who are not invited to tender will be advised in writing. The Council will use this list of registrants to invite tenders for the advertised contract or project only.

5.5. Invitation to Tender

The Council will offer the same tender documents to all those who respond to an invitation to tender. A copy of this Policy will be attached to all tender documents.

The Council may impose a fee for tender documentation related to the cost of printing the tender documentation. The Council will not impose any additional fee for tender documentation unless it refunds the fee to each tenderer who submits a conforming tender. The Council will not request a tender deposit. In all cases the Council will seek to minimise the cost to suppliers of participating in the tender process.

The tender documents will include the tender evaluation criteria and identify the order of importance accorded to the criteria.

In addition, the Council will ensure that prospective tenderers are provided with all relevant information, including:

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Details of the goods or services required;

- Details of the duration of the contract, including extensions;
- Any mandatory tender specifications and contract conditions; and
- A reference to the Council's Tender Policy.

If the Council gives advice, written or verbal, to a respondent clarifying the meaning of the tender documentation, it will give the same information to all other respondents in writing. The Council will keep a written record of any other verbal advice. The Council will respect the confidentiality of a respondent who discloses information which has commercial or intellectual property value. The Council will consider conducting a pre-tender briefing and may determine not to give additional information apart from the briefing.

Tenderers will generally be given a minimum of 21 days from the date on which tenders were invited in which to submit tenders. All tenders must be in writing. The submission period is determined by the nature of the tender and the Council will advise respondents in writing when it invites tenders if a longer or shorter submission period is to apply.

5.6. Opening of Tenders

The opening of tenders is not a public event. Tenders are to be opened jointly by a Councillor and either the General Manager or Council officer.

All details are to be entered into the Tender Register and must be signed off by those opening the tenders. The Tender Register is to be stored in the safe.

5.7. Acceptance or Rejection of Tender

Late tenders will not be accepted.

Any proposal that does not conform to the tender conditions may be rejected as non-conforming. The General Manager will notify any tenderer of the rejection and the reasons for the rejection.

The Council will acknowledge receipt of all tenders in writing.

5.8. Tender Evaluation

The relevant manager shall prepare an evaluation report on tenders received.

Plant and vehicle tenders shall be considered by Council's plant committee with a recommendation being made to Council for awarding of the successful tender.

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All tenders will be discussed by Council in a closed session of a Council meeting.

5.9. Award of Contract

The Council may negotiate with tenderers to determine the award of the contract but must have regard to the scope of the invitation to tender at all times.

The Council will not trade the price of one tenderer against that of another tenderer. The Council will exhaust negotiations with one tenderer before beginning negotiations with another tenderer.

The decision to award a contract will be made by the Council or its delegated officer. The Council will award the contract on the basis of the best quality and value for money for the community.

The Council will have regard to the written tender evaluation report and may also have regard to other factors impacting on the best quality and value for money outcome.

The Council will promptly notify the successful tenderer by telephone and in writing and unsuccessful tenderers will be notified in writing.

5.10 Notification of Awarding the Contract

Once the successful tenderer has been notified the Council will promptly advise the unsuccessful bidders in writing of:

- The tender outcome; and
- The successful contractor.

All unsuccessful tenderers will be offered the opportunity of attending a debriefing session, and Council will document the proceedings of the debriefing sessions.

6. Complaints Process

The Council will deal promptly with any complaints about its tendering process. Each complaint will be recorded in writing and the complainant given an opportunity to discuss his or her complaint with the General Manager or a delegated senior officer.

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7. Exemptions

The Regulations provide that Councils must publicly invite tenders for the purchase of goods and services with a value in excess of \$250,000.00 (ex GST).

The Council is committed to encouraging open and effective competition between suppliers with the objective of obtaining value for money and enhancing opportunities for local business.

However, Council may not issue a tender or use a quotation process where the goods and services sought relate to:

- An emergency if, in the opinion of the General Manager, there is insufficient time to invite tenders for the goods or services required in that emergency;
- A contract for goods or services supplied or provided by, or obtained through, an agency of a State or of the Commonwealth;
- A contract for goods or services supplied or provided by another Council, a single authority, a joint authority or the Local Government Association of Tasmania;
- A contract for goods or services in respect of which the Council is exempted under another Act from the requirement to invite a tender;
- A contract for goods or services that is entered into at public auction;
- A contract for insurance entered into through a broker;
- A contract arising when the Council is directed to acquire goods or services due to a claim made under a contract of insurance;
- A contract for goods or services if the Council resolves by absolute majority and states the reasons for the decision, that a satisfactory result would not be achieved by inviting tenders because of –
 - extenuating circumstances; or
 - o remoteness of the locality; or
 - o the unavailability of competitive or reliable tenderers;
- A contract of employment with a person as an employee of the Council.

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8. Reporting

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

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

Where an exemption has been granted from a tender process the following details will be reported in Council's Annual Report:

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

The General Manager will provide Council with a quarterly report of any instance where a purchase of a good or service is made where a public tender or quotation process is not used where an exemption applies from the tender process.

9. Confidentiality

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

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10. Special Considerations

10.1 Budgetary Restrictions:

Generally, where staff initiates purchases, they are authorising the procurement and certifying that the purchase is within budget allowances and is a genuine requirement of their budget area. Regardless of delegated responsibilities and monetary limits that may be imposed on staff, procurement of goods and services are to reflect budgetary restrictions unless special authorisation has been granted by the General Manager or by Council.

Councils Purchasing and Payments Control Policy shall be read in conjunction with this policy.

10.2 Sensitive Information and Conflicts of Interest

Council employees, contractors, sub-contractors, consultants and elected members are reminded that the best interests of the Council are fundamental and are to be served at all times. Notifications of conflicts of interest (actual and perceived) are to be advised and recorded as early as possible. Disclosure of sensitive and confidential information, including prices, terms and conditions are strictly commercial in confidence and their unauthorised disclosure, particularly with a motive to provide personal financial gains or benefits is contrary to the principles of ethical behaviour and may result in dismissal, prosecution or other sanctions.

10.3 Disposals and Trade-Ins.

The disposal or trade-in of obsolete assets is an area that can be open to criticism and one in which the possibility of unethical behaviour can be perceived and needs to be controlled with guidelines and processes that will prevent or lessen unfounded criticism or claims. All disposals, write-offs, cannibalisation and trade-ins are to be considered on a case by case basis and are to be authorised by the General Manager and recorded in a Disposals Register.

Disposals of a minor nature may be negotiated between the General Manager and a third party.

Disposal of assets of considerable value or high interest items will be subject to disposal either through a tender process or be traded-in as part of the procurement deal, whichever is the most cost-effective to Council.

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Generally, Tenders and Trade-ins are to be managed independently by the Finance and Administration Section under the supervision of the General Manager. This approach should lessen the opportunities (whether real or perceived) for the leaking of expected prices and the unethical and illegal manipulation of returns to Council.

10.4 Disposal of Items to Staff, Contractors, Sub-Contractors, Consultants and Elected Members.

Subject to the terms, conditions and provisions contained within this Policy, staff, contractors, sub-contractors, consultants and elected members are not excluded from tendering or applying for the purchase of items to be disposed of.

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Policy No. 2014 - 30

Privacy (Personal Information) Policy

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1. Introduction

The functions of the Central Highlands Council (Council) are many and varied as provided under the *Local Government Act 1993* and other legislation and regulations made thereunder as well as By-laws made by the Council from time to time.

The Council collects, retains, stores and uses personal information where it is necessary for one or more Council functions and activities.

Under the *Personal Information Protection Act 2004* (the Act), the Council is the custodian of that information and the collection, use and disclosure of information which is to be used by the Council as governed by the Act.

The type of personal information collected by the Council includes names, addresses and telephone numbers, together with any specific information about a person that may be required for the purpose of discharging our functions across the organisation.

The Council is committed to upholding the right to privacy of all individuals who have dealings with the Council and endeavours to ensure that the personal information we hold is accurate, complete and up to date. Where practicable, we will check on the accuracy of your personal information before we use it.

2. Purpose

The Personal Information Protection Act 2004 (the Act) was introduced to protect the individual's right to personal privacy.

Council is committed to the Personal Information Protection Principles included in the Act. This policy explains the principles and how they may apply.

3. Scope

This policy applies to Councillors, officers and agents of Council, and covers all personal information held by Council, including:

- Information Council has collected directly from individuals, as well as information collected from third parties.
- All information collected regardless of format and media, e.g. correspondence, forms (paper and electronic), in person, over the telephone or via Council websites.

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4. Definitions

Personal information is information that can be used to identify an individual, such as name, address and date of birth.

Sensitive information includes any information about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliation, philosophical beliefs, membership of a professional trade association, membership of a trade union, sexual preference or practice, criminal record or health information.

5. Associated Policies, Procedures, Legislation, Codes of Practice, Guidelines and Best Practice Models.

This policy should be read in conjunction with applicable, appropriate and associated policies, procedures, legislation, codes of practice, guidelines and best practice models. These include, but are not limited to:

- Personal Information Protection Act
- Local Government Act
- Code of Conduct Policies
- Employee Handbook
- Staff Induction Procedures
- Duty Statements/ Job Descriptions
- Pre-employment Screening Practices
- 2013-18 Employee Recruitment & Selection Policy
- Right to Information Act
- Public Interest Disclosure Act
- Customer Service Charter

6. Principles

6.1 Principle 1 Collection

- Council will only collect personal information when it is necessary for its functions or activities.
- Council will collect personal information directly from an individual wherever it is reasonable and practicable to do so.
- Council will collect personal information only by lawful and fair means and not in an unreasonably intrusive way.

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- In some instances, Council will be required by law to collect personal information.
- Council will only collect sensitive information where an individual has consented or as permitted under the Act.
- Before, during, or as soon as practicable after collection of personal information, Council will take reasonable steps to ensure that the individual is aware of:
 - Council's identity and how to contact it;
 - Their right to access the information;
 - The purpose for which the information is collected;
 - The intended recipients of the information;
 - Any law that requires the information to be collected;
 - The main consequences (if any) if all or part of the information is not provided.
- If Council collects personal information about an individual from a third party, it will take reasonable steps to make sure that the person is aware of the matters referred to above, unless doing so would pose a serious threat to the life, safety, health or welfare of any individual, or, would prejudice the carrying out of an investigation.

6.2 Principle 2 Use and disclosure

- Council will only use personal information within Council, or disclose it outside Council,
 - To contact an individual in order to provide services requested by that person, e.g. obtaining a permit.
 - To contact an individual in order to resolve issues relating to Council services or functions, that the person has brought to our attention, e.g. where they have reported a matter to be resolved by Council such as a fallen tree branch.
 - It may be used to contact an individual before a Council meeting to confirm their attendance and to advise them of any changes to the meeting details where they have made an application to speak or ask a question.
 - $\circ~$ To supply an individual with material concerning Council initiatives and programs.

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 \circ $\;$ To contact an individual in relation to their property.

- To facilitate the collection of Council fees and charges, e.g. we will use a person's name and address details to forward rate notices.
- To enable payment for Council-provided goods and services, e.g. we may collect an individual's credit card and bank account details when they make a payment for goods and services.
- To enable Council to undertake its law enforcement functions, e.g. Council collects information about an individual from various Road Traffic Authorities to process Parking Infringement Notices.
- $\circ\,$ To update an individual's name and address details and verify information.
- To check occupancy for ratings purposes.
- To contact an individual in case of an emergency.
- In some circumstances, Council needs to disclose a person's information to other organisations. Examples of situations where disclosure may occur include:
 - Personal Information collected in relation to an individual's property may be forwarded to the Valuer-General and the Australian Bureau of Statistics, the Director of Building Control and the Training Levy Board in accordance with various legislative requirements.
 - Personal Information included on a subdivision or development application may be forwarded to other State Government agencies in accordance with legislative requirements and made available to the public.
 - Pensioner Applications for Rates Remission may be forwarded to Centrelink, the Department of Treasury, the Department of Veterans' Affairs and Housing Tasmania.
 - Information relating to financial requests, for example a direct debit, may be forwarded to our bank.
 - If a workplace incident or other incident or accident occurs, information may be forwarded to our Workers Compensation, public liability or professional indemnity insurers.
 - If an individual does not pay their rates, Council may forward their information to the courts and a debt collector may be appointed.
 - If infringement notices are not paid, Council may forward an individual's information to the courts, solicitor or the Monetary Penalties Enforcement Unit.
 - If an individual applies to work in an area of Council that involves working with children or youths whether as an employee or as a volunteer, a report may be requested from Tasmania Police Education for safety screening purposes.

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 In order to properly assess an individual's development, building or subdivision application, Council may seek the advice of other agencies and, in doing so, will provide details of the application, including any personal information included on the application to that agency. Examples of these agencies include Department of Primary Industry, Parks, Water and Environment, Department of State growth and the Tasmanian Fire Service.

6.3 Principle 3 Data quality

- Council will take reasonable steps to make sure that the personal information it collects, uses or discloses is accurate, complete and up-to-date.
- An individual may update the personal information they have supplied to Council. Details on how to do so are outlined under Privacy Principle 6.

6.4 Principle 4 Data Security

- Council will ensure that all employees are aware of the provisions of the Local Government Act in relation to the improper use of information.
- Council will take all necessary steps to make sure that personal information is stored safely and securely. Technological and operational procedures are in place to protect personal information from misuse and loss.
- Council will dispose of personal information where it is no longer necessary to fulfil the purposes for which it was collected, or as required by the Archive Act or other legislation.

6.5 Principle 5 Openness

- Council will make this policy available upon request.
- On request by an individual, Council will take reasonable steps to let the person know, generally, what sort of personal information it holds, collects, for what purposes, and how it collects, holds, uses and discloses that information.

6.6 Principle 6 Access and Correction

• Should an individual wish to access their personal information, they may contact Council on 03 6286 3202. Access will be provided except in the circumstances outlined by The Act, for example, where the information relates to legal proceedings of where the Right to Information Act applies.

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6.7 Principle 7 Unique Identifiers

- A unique identifier is a reference that enables the identification of a particular person (e.g. driver's licence number).
- Council will only assign unique identifiers if is necessary to carry out any Council functions or responsibilities, or it is required by law.

6.8 Principal 8 Anonymity

- Council will, where it is lawful and practicable, give individuals the option of remaining anonymous when entering into transactions with Council.
- However, as anonymity may limit Council's ability to process a complaint or other matter, Council reserves the right to take no action on any matter if a person chooses not to supply sufficient personal information to Council.

6.9 Principle 9 Transborder Data Flows

• Council will transfer personal information to a region outside Tasmania only if authorised by law or with the consent of the individual.

6.10 Principle 10 Sensitive Information

- Council will only collect sensitive information when you have consented, or as permitted under the Personal Information Protection Act or required by law.
- Sensitive information will be treated with the upmost security and confidentiality and only used for the purpose for which it was collected.

7. Correction and Complaints

If a person is not satisfied with the handling of their personal information or the outcome of their request to access or correct their personal information, they may contact Council to make a complaint on (03) 6286 3202. Complaints will be investigated within 15 business days and a written response will be provided.

If a person is not happy with the outcome of their complaint, they can lodge a complaint with the Ombudsman. The Ombudsman's Office can be contacted on 1800 001 170, and by email at <u>ombudsman@ombudsman.tas.gov.au</u>

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Central Highlands Council Audit Panel Charter

The Central Highlands Council has established the Audit Panel in compliance with the Local Government Act 1993 (the Act) and the Local Government (Audit Panels) Order 2014.

This Charter sets out the Panel's objectives, authority, composition, tenure, functions, reporting and administrative arrangements.

Objective

The objective of the Audit Panel is to review the council's performance under section 85A of the Act and report to the council its conclusions and recommendations.

Authority

The Central Highlands Council authorises the Audit Panel, within its responsibilities, to:

- obtain any information it requires from any employee or external party (subject to any legal obligation to protect information);
- discuss any matters with the Tasmanian Audit Office, or other external parties (subject to confidentiality considerations);
- request the attendance of any employee, including members of the council, at Audit Panel meetings; and
- obtain legal or other professional advice, as considered necessary to meet its responsibilities, subject to Council approval.

Composition and tenure

The Audit Panel comprises 2 councillors and 1 independent member, appointed by the council.

The council will appoint an independent member as the Chair of the Panel.

Audit Panel members are appointed for a period of 2 years.

Audit Panel members may be re-appointed at the approval of the council.

Functions

The functions of the Audit Panel are to consider whether:

- the annual financial statements of the council accurately represent the state of affairs of the council;
- the strategic plan, annual plan, long-term financial management plan and long-term strategic asset management plans of the council are integrated and the processes by which, and assumptions under which, those plans were prepared are sound and justified;
- the accounting, internal control, anti-fraud, anti-corruption and risk management policies, systems and controls that the council has in relation to safeguarding its long-term financial position are appropriate;
- whether the council is complying with the provisions of the Act and any other relevant legislation; and
- whether the council has taken any action in relation to previous recommendations provided by the Audit Panel to the council.

In fulfilling its functions, the Audit Panel should consider the following key areas:

- corporate governance;
- human resource management, including policies, procedures and enterprise agreements;
- information and communications technology governance;
- management and governance of the use of data, information and knowledge; and
- internal and external reporting requirements.

Responsibilities of Panel members

Members of the Audit Panel are expected to understand and observe the legal requirements of the Act and Local Government (Audit Panels) Order 2014. Members are also expected to:

- act in the best interests of the council;
- apply sound analytical skills, objectivity and judgment;
- express opinions constructively and openly, raise issues that relate to the Audit Panel's functions and pursue independent lines of enquiry; and
- contribute the time required to review the papers provided.

Reporting

The Audit Panel is to provide a copy of its meeting minutes to the council as soon as practical after every Audit Panel meeting.

If the Audit Panel has conducted a review under section 85A of the Act, the Audit Panel must provide a written report of its conclusions and recommendations to the council.

Administrative arrangements

Meetings

The Audit Panel will meet at least four times per year.

The Audit Panel is to regulate its own proceedings in accordance with this Charter.

The Chair may determine that a meeting is to be held in private.

The General Manager and Financial Manager, or their delegates, are to attend Audit Panel meetings unless the Chair determines a meeting is to be held in private.

The Audit Panel may invite any councillor and/or employee of the council and/or representative of the Tasmanian Audit Office to attend meetings of the Audit Panel.

Quorum

A quorum of an Audit Panel meeting is 2 members, including an independent member.

Work Plan

The Audit Panel is to develop an annual work plan that includes, but is not limited to, a schedule of meetings and the known objectives for each meeting.

The forward meeting schedule should include the dates, location, and proposed agenda items for each meeting for the forthcoming year, and cover all the functions of the Audit Panel outlined in this Charter.

Secretariat

The council, in consultation with the Audit Panel, will appoint a person to provide secretariat support to the Audit Panel. The secretariat will:

• ensure the agenda for each meeting is approved by the Chair;

- ensure the agenda and supporting papers are circulated at least one week prior to the meeting; and
- ensure the minutes of the meetings are prepared and submitted to the council as soon as practicable after each meeting.

Interests

Audit Panel members must declare to the Chair any pecuniary or nonpecuniary interests that may affect them carrying out their functions.

Independent members are to consider past employment, consultancy arrangements and related party issues in making these declarations and the Chair should be satisfied that there are sufficient processes in place to manage any real or perceived interest.

At the beginning of each Audit Panel meeting, members are required to declare any potential or actual interest that may apply to specific matters on the meeting agenda. Where required by the Chair, the member will be excused from the meeting or from the Audit Panel's consideration of the relevant agenda item(s). Details of potential or actual interests declared by members will be appropriately minuted.

Induction

The council will provide new Audit Panel members with relevant information and briefings on their appointment to assist them to meet their Audit Panel responsibilities.

Renumeration

Remuneration for the Chair of the Audit Panel shall be negotiated with the incumbent

Review of Charter

The council will review this Charter at least every 2 years.

Approved: Council Meeting

Review Date: 31 January 2022

Regional Responsibility & Non-Resident Impacts: The Bigger Picture

Discussion Paper DP20-01

January 2020



STATE GRANTS COMMISSION

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Executive Summary

Initial review of the Regional Responsibility Cost Adjustor and consultation with councils The State Grants Commission commenced this review in 2018 as a periodic review of the Regional Responsibility Cost Adjustor (CA) (*Discussion Paper DP18-01 - Regional Responsibility - The obligations that come with being a major regional hub*). This review looked at matters relating to the logic of the current Regional Responsibility CA, and the basis on which the judgement of weightings assigned to councils have been determined. The Commission has a strong preference for independent measures and data sources to inform its modelling. However, the 2018 review failed to identify any independent measures or data sources that were available for many municipalities on which to base or assign weightings used by the Regional Responsibility CA in the Commission's Base Grant Model (BGM). The Commission formed the view that there were unresolved questions in relation to both definition and calculation within the cost adjustor.

As a result of this initial review and research, the Commission determined that a more detailed review of the broader impact of non-residents needed to be undertaken and that the review needed to consider options for a broader replacement indicator of impact.

Further review and consultation with councils on non-resident impacts

As a consequence, the Commission then engaged with councils in 2019 about the broader impacts of non-residents on councils (*Conversation Starter CS19-02 - Provision of Services to Non-Residents*). The Commission's intent was to have more extensive conversations with councils as to the specific impact on council operations of the various streams of non-residents in their respective municipalities. While councils responded by continuing to report a range of areas in which they were impacted by non-residents (e.g. waste management, public facilities, sport and recreation facilities; roads), councils were generally unable to quantify these impacts in a way which would help the Commission to independently model the related disadvantage.

As a result of the conversations, the Commission had not been able to progress a more rigorously defined or data based measure of impact of non-residents on councils.

Other Commission observations

During this review, the Commission has also had the opportunity to visit many councils, and has seen first-hand some of the improvements to or new facilities that have been built in most municipalities. While the majority of facilities have been sports focused, some facilities have

been more broadly recreationally or services oriented. The Commission has also heard how some of the funding of these facilities has been through a range of grant programs, and often the grant programs include assessment criteria which focus on benefits of the facility to the region rather than just the municipality.

The next stage

While most councils are impacted by non-residents to differing degrees and directions, the current Regional Responsibility CA is not well defined and does not provide a measurement system which is capable of being effectively applied across all councils. While the Commission understands that it needs to apply judgement where necessary, the Commission is of the view that the expenditure re-allocative "power" of the current Regional Responsibility CA is too large for a measure based entirely on judgement.

Therefore, the Commission has determined that the current manner of recognising the impact of non-residents on councils using the Regional Responsibility CA needs to change.

The Commission is now canvassing four scenarios for discussion with councils. These are:

- 1. review the weightings based on current facilities and/or reduce the redistributive effect/range factor used by the current Regional Responsibility CA (i.e. redistribute less funding/change how the Regional Responsibility CA impact is distributed);
- 2. introduce a special expenditure allowance for special cases;
- 3. review the impact of other non-resident type cost adjustors the Commission currently uses; and
- 4. design and adopt a new Regional Service Industries cost adjustor (e.g. one based on employment in service industries, similar to the approach used by the Victorian Grants Commission).

The Commission is seeking feedback from councils on the scenarios proffered in this Discussion Paper. While feedback is sought on the scenarios, the Commission is currently favouring the fourth scenario as the most logical and defendable way of measuring impacts on councils in order for the Commission to assess relative needs in accordance with the major criteria of its decision making, that is, horizontal fiscal equalisation (HFE)¹ and effort neutrality².

While the Commission is currently consulting on this proposed methodology change, the earliest implementation of any changes to the BGM methodologies arising from this review would first apply in the making of the 2021-22 Financial Assistance Grant allocations.

¹ HFE ensures that each local governing body in the State/Territory is able to function, by reasonable effort, at a standard not lower than the average standard of other local governing bodies in the State. It takes account of differences in the expenditure required by those local governing bodies in the performance of their functions and in the capacity of those local governing bodies to raise revenue.

² An effort neutrality/policy neutrality approach is to be used in assessing expenditure requirements and revenue raising capacity of each local governing body. This means as far as practicable, policies of individual local governing bodies in terms of expenditure and revenue effort will not affect the grant determination.

Whilst encouraging written feedback from councils by 20 January 2020, the Commission is very aware of the complexity of this issue and is therefore willing to have verbal discussions on the proposal as part of the 2020 hearings and visits.

The closing date for written submissions after the hearings and visits is Friday, 28 February 2020.

Following feedback from councils and assuming the Commission is in a position to enable decisions to be made, the Commission expects to publish its preliminary position on this issue later in 2020. This will provide councils with a further opportunity to comment before any solution is implemented.

Review Context

The State Grants Commission (the Commission) is an independent statutory body established under the *State Grants Commission Act 1976* and is responsible for recommending the distribution of Australian Government and State Government funds to Tasmanian local government authorities. To ensure that the distribution of available funds is as equitable and contemporary as possible, the Commission continually monitors council practices and updates assessment methods and data where appropriate.

As part of the Commission's review process, and in accordance with the Commission's Work Plan, the Commission has been reviewing the impact of non-residents on councils. This initially commenced as a review of the Regional Responsibility CA, but has subsequently broadened to become a bigger picture review of the Commission's cost adjustors that are designed to account for the relative impacts that councils experience as a consequence of having to service populations that are larger than their normal residential base as a result of certain characteristics or the location of their municipality.

The Commission has prepared some scenarios as to how it could progress a solution to this issue and these are detailed in the following pages. The Commission is now seeking council feedback on the scenarios canvassed in this paper.

The Commission, in deciding how it operates and applies the National Principles, has developed its own set of principles to guide its decision making. These are the State Principles, which are detailed in Attachment 2 of the Commission's methodology publication: *Financial Assistance Grant Distribution Methodology*. One such principle relates to Data quality and sources, and has been replicated below for the purposes of understanding a key factor in the Commission's objectives from this review.

• Data quality and sources

The Commission takes the accuracy and consistency of data very seriously and actively seeks to increase the integrity of the data used within its assessments. The Commission has a strong preference for independent measures and data sources to inform its modelling, while being able to exercise broad judgement in its deliberations in relation to sources of data.

The Commission actively seeks to increase the integrity of the data used within the Commission's assessments and ensure its methods are contemporary and equitable across councils. The Commission may exercise its judgement and adopt alternative information sources where it considers such to be justified.

Background - Non-Resident Impact Review to date

Non-Resident Impact Cost Adjustors in the Base Grant Model (BGM)

The Commission assesses the relative needs of councils in Tasmania using a model it calls the Base Grant Model (BGM). The BGM is designed to comply with the National Principles for the distribution of funding provided by the Australian Government, the primary principle being HFE.

The BGM includes all of the formulae and processes by which the Commission determines each council's relative need for Financial Assistance Grant funding. The BGM, amongst other things, applies cost adjustors to each council's "standard" expenditure to convert it to a standardised expenditure for each expenditure category for each council. Each cost adjustor aims to assign a graded ranking based on each council's particular circumstances and thus the relative advantage or disadvantage for the particular issue under consideration. Collectively, these individual expenditure assessments combine to inform the Commission of each council's total expenditure requirement, and helps determine each council's relative need for financial assistance, and thus the relative share in the Financial Assistance Grant funds made available by the Australian Government.

The Commission currently recognises eleven cost adjustors in its BGM. These cost adjustors can conveniently be broken into groups of issues that they aim to address or measure - namely resident services type cost adjustors, economies of scale type cost adjustors, non-resident services type cost adjustors and geographical type cost adjustors. For the purpose of this paper, the focus is primarily on the Commission's non-resident type cost adjustors, as follows:

Non-Resident Services type Cost Adjustors

Absentee Population: This cost adjustor recognises a council may have to support a much higher seasonal population when "absent" property owners move back (e.g. holiday homes). This cost adjustor adjusts for the additional "population" based on unoccupied dwellings that must be serviced within a municipality, when the additional population does not live in that municipality on a permanent basis.

Worker Influx: This cost adjustor recognises that some council services may have to include workers whose employment brings them into the municipality from other municipalities. The Worker Influx CA is designed to reflect the additional costs imposed on municipalities that have significant daily net influxes of non-resident workers.

Regional Responsibility: This cost adjustor recognises that councils may actually have responsibility for a wider population than just the residents within its boundaries. This cost adjustor is applied to the relevant expenditures of those municipalities that provide particular services recognised as being not only for their own residents but also for servicing the residents of surrounding municipalities.

The weightings assigned by the Commission for this CA are based on its judgement and are not based on reliable and comparable statistical data.

Tourism: This cost adjustor recognises that tourist numbers reflect a larger population than the number actually resident within the municipality and recognises that councils generally incur additional costs as a result of tourist influx through increased use of council resources and infrastructure.³

The current matrix of the application of these cost adjustors across the various expenditure categories in the Commission's BGM is as follows:

	< ABSENTEE POPN	< REGIONAL RESPONSIBILITY	< TOURISM	<worker influx<="" th=""></worker>
Largest CA shift	33.8%	34.2%	8.80%	5.9%
GENERAL ADMIN	1			
HEALTH HOUSING & WELFARE				
LAW ORDER & PUB SAFETY			1	
PLANNING & COMM				
AMENITIES	1		1	1
WASTE MGT &				
ENVIRONMENT	1		1	1
RECREAT & CULTURE	1	1	1	1
OTHER				

TABLE 1: COMPOUNDED COST ADJUSTORS

³ The Commission had initially decided to phase out the Tourism Cost Adjustor from the BGM due to loss of a data source. The phase out was to be over two years, commencing from the 2018-19 Financial Assistance Grant Allocations. The first year of the phase out occurred in 2018-19 by reducing the redistributive effect by 50 per cent. In light of the Commission's review into the impact of non-residents, the Commission has suspended the phase out until after it considers the outcomes resulting from this review. This CA will require further review in the future.

Details of the redistributive effect of each of these cost adjustors had in the 2019-20 BGM are provided in Appendix 1.

The challenge

Determining the extent to which a council caters for its own people, as well as people coming into a municipality from surrounding municipalities or other locations (e.g. interstate or overseas), has been a contentious issue for many years. Every Local Government Grants Commission (LGGC) in Australia has grappled with this issue due to the existence of obvious regional patterns where certain councils play a greater role in providing regional infrastructure and services than others. Sometimes these regional patterns exist as a result of building on a natural features of a location or area and some are due to services and facilities developed by the relevant council. However, finding measures of such impacts, or drivers for regional responsibility expenditure have remained elusive. Various approaches have been adopted by LGGCs seeking to capture this impact as best they can, but in recent times several LGGCs have ceased to apply such measures due to the lack of a suitable objective measure that captures that part attributable to "responsibility" and that part attributable to policy decisions.

The 2018 Review - <u>Discussion Paper DP18-01 - Regional Responsibility - The obligations that</u> <u>come with being a major regional hub</u>

Discussions held in 2018 relating to the Commission's current allowance for Regional Responsibility resulted in little agreement among councils as to how to define and quantify the obligations of a council providing services to cater for a regional area. Discussions with councils indicated that the logic behind the current Regional Responsibility CA, the methodology used in the assessment (including the weightings currently applied) and current trends and developments in the delivery of regional services meant a review was needed. The options suggested as part of that discussion paper did not receive support from councils.

As a consequence, the Commission decided it needed to consider the issue from a broader perspective.

The 2019 Conversations - <u>Conversation Starter CS19-02</u> - <u>Provision of Services to Non-Residents</u>

The 2019 discussions were generally more focused on impacts than was the case in 2018. However, with a small number of exceptions, specific measurement of the impacts of non-residents on councils in most cases was missing, with councils generally only able to provide anecdotal evidence that service provision needed to be higher, but unable to separate the impacts between the base service level to meet their residents and the extra service level required for the non-residents.

However, the Commission did find that the 2019 discussions provided some new examples of non-resident impacts, including:

• costs for improving intersections and council roads (the example cited related to an intersection that did not present a challenge for local residents, but traffic accident

statistics clearly indicated tourists had problems negotiating it, and also local roads which lead to a tourism attraction);

- the need to provide car parking capacity in close proximity to the CBD, boat ramps, marinas, bus terminals and pontoons at both ends of popular travel links;
- support for festivals and events and the need for councils to provide temporary services for a large influx of non-residents attending such events; and
- forward planning requirements, with one council, for example, acquiring land adjoining State government owned facilities to facilitate future infrastructure expansion plans for the State Government.

Recent upgrades to council regional facilities

The Commission notes that new and recent upgrades to council infrastructure continue to exhibit capacity beyond the size of the council where the infrastructure is located. Over the past three years, the Commission has had the opportunity to see a number of new facilities or plans for new facilities across all areas of the State. Generally these have been recreation-based facilities. As part of those tours, councils advised the Commission that frequently the grant application process that often underpin the financing of a significant portion of, and results in the creation of, such "regional" facilities, actually include criteria that focus on projects providing benefits to the region rather than just the applicant council. Councils are building major infrastructure projects which are designed not just to stimulate local activity, but are also designed to suit and cater for a regional catchment area, and the expected economic benefits from the project. One council mentioned approximately 25 per cent of users of a recently constructed facility are actually residents of an adjoining council.

2020 Review - options

Based on the feedback to date on this issue and no clear alternative, the Commission's 2020 review into regional responsibility and the impact of non-residents is now focusing on the relationship between and the level of impact of the current Regional Responsibility CA and the Commission's other non-resident type cost adjustors, the expenditure categories to which these apply and their redistributive impacts both individually and collectively.

For the 2020 review, the Commission has provided information on the following scenarios:

Scenario 1: Review weightings and impact of current Regional Responsibility CA;

Scenario 2: Provide a Special Allowance for certain facilities;

Scenario 3: Review the impacts of other non-resident type cost adjustors; and

<u>Scenario 4</u>: Replace the Regional Responsibility CA with a new "Regional Service Industry" based cost adjustor.

Discussion Paper DP20-01 Regional Responsibility Non-Resident Impacts - The Bigger Picture

The Commission is currently favouring a solution in a form similar to Scenario 4, subject to council feedback.

In the absence of other data, the Commission notes that it is likely that measures of relative disadvantage associated with non-residents will be based on a "people-movement" solution, rather than costs incurred by councils.

The Commission notes that the Tourism CA phase out process has been suspended and will remain unchanged pending the outcome of this review and the continued examination of alternative tourism activity data sources.

Scenario 1: Review weightings and impact of current Regional Responsibility Cost Adjustor

The Commission has observed that the current Regional Responsibility CA has deficiencies in terms of both definition and measurement. The Commission has been unable to find datadriven measures based on people movements or specific council expenditure data which might replace the current infrastructure basis for this cost adjustor.

Scenario 1 considers whether, in the absence of other changes to the BGM, the application of the Regional Responsibility CA might be improved by:

- a) A detailed and systematic review of infrastructure weightings across local government areas (LGA); and/or
- b) A reduction in the impact of the Regional Responsibility CA to reflect its limitations.

a) Review of the current CA weightings

The current Regional Responsibility CA design is based on weightings traditionally focused on large sporting and recreational facilities and on a significant degree of judgement by the Commission.

The weightings used in the current Regional Responsibility CA were last determined by the broad judgement of the Commission based on an assessment of significant infrastructure in 2012-13. Periodically, in order to make its judgements on the weightings to use in the CA, the Commission has examined actual expenditure information provided by councils in relation to council operated infrastructure that, in the council's opinion, provides a regional benefit. The extent of the "premium" awarded by the Commission depended on the infrastructure provided and the perceived regional importance of that infrastructure. Typically this infrastructure has been recreation or culturally based infrastructure, but may include other forms of infrastructure. Currently six councils are recognised as providing services of a regional nature. These are Burnie, Clarence, Devonport, Glenorchy, Hobart and Launceston.

In recent years, several of these councils have upgraded and improved the facilities that are typically described as providing regional services (e.g. Launceston's Queen Victoria Museum & Art Gallery (QVMAG) and Launceston Leisure & Aquatic Centre, Burnie's Aquatic Centre, Devonport's Splash Devonport Aquatic & Leisure Centre, and Clarence's Blundstone Arena). Other councils have also invested in, or are investing in, similar type facilities, such as the Dial Regional Sports Complex near Penguin (Central Coast), the upgrade of the sporting grounds in Prospect (Meander Valley), the Blue Tiers Mountain Bike Track (Dorset and Break O'Day) and the Twin Ovals at Kingston (Kingborough). Other regional facilities also include the Windsor Community Precinct which includes both sporting facilities and a regional medical services hub (West Tamar) and the Centre for Heritage in Oatlands (Southern Midlands), which helps preserve heritage skills nationally. This is by no means a complete list of the developments across the state.

A complete review of weightings in the CA would involve a review of all facilities in all councils and an assessment of "regionality" for each facility.

In addition, each facility's cost would need to be assessed to determine how much of the cost was attributable to responsibility to the region and how much of the cost might relate to the council's chosen policy direction.

The Commission sees a number of challenges with this scenario:

a) Identifying infrastructure to be included/excluded - Any review of the Regional Responsibility CA's underlying infrastructure strikes the same problem as the current Regional Responsibility CA. Without a sound underlying definition, a review of infrastructure across councils, while helpful in updating the Regional Responsibility CA for current facilities, will continue to require judgement based on imprecise parameters as to which facilities (or portions of facilities) are provided due to regional responsibilities.

b) Defining expenditure to be included/excluded - An additional challenge with this Scenario is identifying the amounts of annual expenditure which represent expenditure based on the responsibility to provide services for the region, as opposed to the portion of the expenditure that results from policy decisions of the council to create and operate a service over and above the needs of its own population.

The Commission needs to comply with the National Principle referred to as "Effort Neutrality" which requires the Commission to exclude the impact of policy decisions of LGAs in performing its assessment. The difficulty for the Commission in applying this scenario is that the policy choice of a council to construct a particular level of regional infrastructure would directly impact on the grant outcomes within the assessment, and arguably contravene this National Principle.

b) A reduction in the impact of the CA to recognise its limitations

An alternative, related option is to reduce the impact of the Regional Responsibility CA to reflect the limitations in its construction. The Commission does recognise that some judgements need to be made to achieve a consistent funding model. A reduction in the

redistributive power of the Regional Responsibility CA due to the nature and amount of judgement to be exercised might better place this Regional Responsibility CA in terms of the overall BGM.

While an option for consideration, this option retains the observed limitations and weaknesses related to identification of facilities and the "essential" expenditure related to each facility as currently belies the current Regional Responsibility CA, albeit with a reduced impact.

The Commission's preference would be to find a better data-based CA.

Conclusion:

The Commission continues to hold the view that the current form of recognising the relative expenditure effect of non-residents on councils by way of the Regional Responsibility CA, no matter what judgements it makes about financial impacts, poses difficulties in terms of both definition and measurement. Finding a better data-based measure would be a preferred option.

Scenario 2: Special Allowance for certain facilities

Over the years, the Commission has received a number of submissions from councils relating to the provision of services and facilities for the benefit of their own and other populations. An example of this is the Launceston City Council stating that the Commission's Regional Responsibility CA does not reflect current circumstances, as Launceston bears a greater financial burden for the provision of regional services that the CA currently allows. Two significant infrastructure assets that Launceston manages are the QVMAG and the University of Tasmania Football Stadium at York Park.

It is likely that several other councils could put forward the same argument about the "non-voluntary" services and facilities required to support local and external populations.

The proposal for a "special expenditure" classification recognises that the Commission commences its BGM assessment with an average per capita expenditure calculation for all Tasmanian councils.

Proposals for a special expenditure category suggest that the Commission might effectively exclude from its calculation of per capita state-wide Recreation and Culture expenditure the "exceptional" expenditure councils bear as a consequence of having to provide significant regional facilities. Following the application of cost adjustors to the standard expenditure figure (being the population multiplied by the state-wide average), the relevant expenditure would then be added back to the council's calculated standard expenditure.

Proponents of this approach argue that inclusion of expenditure of this "special" nature actually distorts the calculation of average capacity by including expenditure which is not relevant to most councils. The argument is that this expenditure should be excluded from averaging and then added only for those councils to which it applies.

It is likely that most other councils could also put forward similar examples about the "non-voluntary" services and facilities required to support local and external populations.

The Commission has considered this special allowance suggestion and sees a number of challenges with the approach.

a) Defining "special expenditure" - As already noted in this paper, the Commission has increasing observed that many councils now undertake projects which might once have been considered "unusual" or non-standard. This increasingly blurs the line of what should be regarded as "special case".

b) Defining expenditure to be excluded – A further challenge with this proposal is identifying the amounts of expenditure that should effectively be quarantined from the calculation as representing expenditure based on the apparent responsibility to provide services for the region, and that portion of the expenditure that results from policy decisions of the council to create and operate a service over and above the needs of its own population.

As already stated, the Commission needs to comply with the National Principle referred to as "Effort Neutrality" which requires the Commission to exclude the impact of policy decisions of LGAs in performing its assessment. The difficulty for the Commission in applying this scenario is that the policy choice of a council to construct regional infrastructure would directly impact on the grant outcomes within the assessment, and could contravene this National Principle.

c) Calculating average capacity calculation across the state - Application of a special expenditure adjustment would require the Commission to consider and catalogue a range of facilities or programmes across all councils with a view to justifying the exclusion of "special" expenditure from state averages. Apart from the practical difficulties involved in this, the concept produces effectively a "hybrid" or "modified" average which does not comply with National Principles. The National Principles of HFE require commissions to calculate an average standard across their LGAs. The Commission has concerns that a significant adjustment to averaging would be direct non-compliance with the HFE requirements.

Conclusion:

The Commission's preliminary decision is to not introduce a separate special recognition for "abnormal" expenditures due to the difficulty in defining such expenditures and recognising the difference between policy and unavoidable expenditure decisions, with the resultant issue this has in complying with the Effort Neutrality principle.

Scenario 3: Review relative impacts of other non-resident type cost adjustors

The Regional Responsibility CA is currently one of the most powerful cost adjustors in the Commission's BGM. The Commission has concerns about having one of its most powerful cost adjustors redirecting significant expenditure with little data of substance to support the movement, either in terms of population serviced or any clear delineation between what needs to be spent on average by a council to service its residents versus what is merely a policy choice of council to provide a service or facility.

As part of its consideration of scenarios for recognising the impact of non-residents on councils, the Commission has also considered the scenario which involves changing the strength of some or all of its other non-resident type cost adjustors. This scenario includes reducing the strength of the Regional Responsibility CA and/or increasing the strength of other non-resident type cost adjustors, including the possibility of ultimately removing the Regional Responsibility CA from the BGM and only using more data-based cost adjustors that are measuring similar issues. The options under this scenario include the potential that other cost adjustors might simply replace the Regional Responsibility CA entirely.

As this scenario involves infinite permutations of redistributive impacts and judgements regarding expenditure categories to which each cost adjustor is applied, the Commission regards the best way to assess this scenario is by considering the underlying fundamentals/theory and basis of the other non-resident type cost adjustors and what they are currently designed to capture, relative to the current Regional Responsibility CA.⁴

It would be possible for the Commission to review each of the following non-resident cost adjustors, looking at their basis, their existing rankings/weightings, redistributive effects and the expenditure categories to which they apply:

⁴ Appendix 1 details the current non-resident type cost adjustors and their respective distributive expenditure effects according to the Commission's 2019-20 BGM. Note that the respective cost adjustors are applied across the different expenditure categories in accordance with the matrix detailed on Page 9 of this paper, and the impacts are not applied across all expenditure categories.

- Absentee Cost Adjustor;
- Worker Influx Cost Adjustor; and
- Tourism Cost Adjustor (Noting the data problems with this cost adjustor, the phase out having commenced but is currently on pause).

The Commission has not yet modelled the possible use of these cost adjustors as proxies for the Regional Responsibility CA but provides the following comments for discussion with councils:

Absentee Population Cost Adjustor

The Absentee Population CA can be viewed as having a slightly more property based focus, as it is aimed at adjusting for properties that require council services but would not otherwise be reflected in the population of a LGA due to the people being absent from the properties on Census night.

This cost adjustor primarily accounts for holiday residences by adjusting for the unoccupied residential dwellings that exist within a municipality as at Census night. This adjustment effectively recognises that a municipality needs to service an additional population that does not live in that municipality on a permanent basis. It corrects for a natural deficiency in population only data for determining the impact on councils of providing residential property style services to residents. As such, this cost adjustor focuses on residential dwellings needing to be serviced rather than other types of infrastructure or services a council needs to provide to its community.

The Commission notes that shack owners generally travel to and from the municipality more regularly and for generally a longer period (e.g. a few days or weeks) rather than the short stay/briefer service related visitors, which generally underpins the case for the Regional Responsibility CA.

It appears that residents from other LGAs coming into the municipal area tend to be the driver of "regional responsibility" rather than absent residents returning, albeit possibly only for short periods.

The Commission does not view the Absentee Population CA as a suitable proxy for Regional Responsibility CA, and as such, it would not be a replacement for the Regional Responsibility CA.

Worker Influx Cost Adjustor

The Worker Influx CA at a conceptual level has a similarity with the Regional Responsibility CA as they are both attempting to respond to issues councils experience due to people movement flows. Worker influx recognises the net number of workers who enter an LGA for work each day. As such, this cost adjustor also recognises that an LGA will need to support these non-residents with infrastructure and services. The Commission recognises that worker influx has some alignment with regional responsibility. However, there are more reasons for regional infrastructure and services expenditure than just worker movement. Non-residents go to other LGAs for many reasons including getting professional services, shopping, sporting and

cultural events and other business and private reasons. As such, worker influx may be just one component of regional responsibility.

Thus, the Worker Influx CA may be a proxy for at least part of regional responsibility but its enhancement (either by increasing its redistributive effect or the expenditure categories it is applied) would not be a complete replacement for the Regional Responsibility CA.

Tourism Cost Adjustor

The Tourism CA recognises non-residents who temporarily reside in or visit a LGA and therefore use council services and facilities. While this cost adjustor also relates to non-resident impacts, the Commission has been unable (through reviews and discussion hearings) to identify a clear link between tourism data and particular council expenditure. Certainly, there has been no link proffered between tourism data and the types of facilities currently considered in the Regional Responsibility CA.

Thus the Tourism CA, while also relating to non-resident people flows, is unlikely to be a good proxy for the Regional Responsibility CA. In fact, the impact of tourists could be said to be quite distinguishable in terms of expenditures compared to other non-resident impacts⁵.

Conclusion:

The Commission's preliminary view is that use of other "non-resident" cost adjustors, singularly or in combination, as proxies to permit removal of the Regional Responsibility CA is not a preferred scenario. While the Worker Influx CA would seem to capture some part of the impetus driving regional responsibility, it does not cover the full range on non-resident impacts inherent in the Regional Responsibility CA. The Absentee CA and Tourism CA, while reflecting the impact of non-residents, seem to reflect different impacts than those being recognised by the current Regional Responsibility CA.

The Commission's assessment should be based on drivers of costs. Councils' experience under other cost adjustors should be the basis for the decision concerning the strength of the other cost adjustors.

⁵ In light of the ongoing feedback from councils on this issue, the Commission continues to recognise tourist impacts. The Commission has decided to suspend the phase out of the Tourism CA which initially related to the lack of contemporary and comparable LGA data. However, depending on feedback from councils as a result of this paper, the Commission may undertake further analysis regarding tourism impacts, the provision of tourism services/tourism employment and possibly also investigate how a tourism related cost adjustor might be incorporated into the Commission's Road Grant Model.

Scenario 4: Replace the Regional Responsibility Cost Adjustor with a new "Regional Service Industry" based cost adjustor

Another scenario the Commission has considered is exploring the possible replacement of the Regional Responsibility CA with a Regional Service Industry type cost adjustor. When undertaking the current non-resident impact review, the Commission has identified a similarity in the basis of the drivers behind the Regional Responsibility CA and the Worker Influx CA, albeit the reasons for entering the council area is different. That is, these two cost adjustors are attempting to respond to issues associated with regular people movement flows. Given the similarities, the Commission is investigating replacing both the Regional Responsibility CA and the Worker Influx CA and the Worker Influx CA and the Worker Influx CA is investigating replacing both the Regional Responsibility CA and the Worker Influx CA and the Service Industry type cost adjustor.

The Commission has undertaken detailed research and investigated the methodology the Victoria Grants Commission uses for its Regional Services CA (previously known as "Regional Significance" CA). While previous Commission reviews have also considered this question, in this paper the Commission is providing more details regarding how such a cost adjustor might be designed.

The Victorian Regional Services Cost Adjustor

The Victoria Grants Commission's Regional Services CA seeks to measure the 'supply' of all services within an LGA. A description of its construction and design is provided at Appendix 2. The Victorian Regional Services CA "recognises that some municipalities provide a range of services to a larger than average catchment area, increasing the demand on certain council services."⁶

The Victoria Grants Commission's Regional Services CA⁷ uses a measure constructed from the proportion of people employed in service industries within a council area and its resident population. This is viewed as a good proxy for the extent to which a council area is a service

⁶ Victoria Grants Commission, Annual Report 2018-19

⁷ Victoria refers to its cost adjustors as disability factors. Essentially they are the same thing. Tasmania uses the name cost adjustor to accommodate the fact that there can be a relative advantage as well as a disadvantage.

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centre for a wider population than just its residents. A significant regional centre would be expected to have a relatively large proportion of service industry positions, and a surrounding population would travel to access the available services. The more significant the regional centre, the more services that are provided and hence greater employment in those service industries.

This measure includes all service industry positions and not just those provided by councils. It would be expected that as the working service population within a council area increases, so the range of services provided by council expand and the level of council service provision increases.

The Victorian Grants Commission obtains industry of employment information for each LGA from Census data. Census data provides employment information broken down by the Australia and New Zealand Standard Industrial Classification (ANZSIC). At its most detailed level ANZSIC provides employment numbers from over 290 different industry classifications. However, the Victorian Grants Commission uses aggregated data to reduce the classifications to 19 industry divisions shown in the table below.

Agriculture, Forestry & Fishing	Financial & Insurance Services
Mining	Rental, Hiring & Real Estate Services
Manufacturing	Professional, Scientific & Technical Services
Electricity, Gas, Water and Waste Services	Administrative & Support Services
Construction	Public Administration & Safety
Wholesale Trade	Education & Training
Retail Trade	Health Care & Social Assistance
Accommodation & Food Services	Arts & Recreation Services
Transport, Postal & Warehousing	Other Services
Information Media & Telecommunications	

Table 2: 2006 ANZSIC – Industry of Employment by Divisions

The ten highlighted industry divisions above relate to service industries used by the Victorian Grants Commission to calculate working service populations. Most of the job classifications that make up the industry divisions are self-explanatory, except "Other services" which includes but is not limited to personal care services (e.g. hair, beauty, etc.), and the repairing of equipment and machinery⁸.

⁸ NOTE: The Victorian Grants Commission, in constructing its Regional Services CA, also assigns its Migratory population across their LGAs. In preparing the Regional Service Industry CA proposal detailed in Appendix 3, these additional steps have not yet been done for Tasmania. This is consistent with Commission practice for other

Internal parameters in Victorian Regional Services Cost Adjustor

The Victorian Grants Commission bases its assessment on the proportion of working service population (using Place of Work by LGA) to resident population in each council area. It then applies a control for the significant proportion of service industry positions found within the main city of Melbourne (of which there are four councils), by limiting the maximum service employment to population ratio to 35 per cent⁹. Without a capital city floor, the Regional Services CA would just benefit the capital city and regional towns would only receive limited, if any, recognition.

The Victorian Grants Commission's Regional Services CA contains a component of uplift, or ramping up, of the population employed in the Service Industries (from that of actual to a figure calculated as a percentage of the population on Census night) for those regional towns that it seeks to recognise as being important in their respective regions. This provides a degree of recognition for those regional cities that provide services to their region as well as just their rate base. This regional town status results in the service industry population being calculated as a percentage of the population on Census night rather than the actual number employed in the service industries for the LGA. The "regional town" status the Victoria Grants Commission's Regional Services cost adjustor bestows on these LGAs is a 40 per cent population employed in the Service Industry result, even though their actual percentage is less than 40 per cent. The Victoria Grants Commission determines which towns qualify for the uplift factor, based on population of regional towns¹⁰.

The Victorian Grants Commission also uses a floor in its Regional Services CA whereby it uses a minimum percentage of people employed in the service industries for all LGAs. This floor is currently set at 10 per cent.

Census based data as the omissions are not generally statistically material. In Tasmania's case, the Migratory Offshore Shipping population represents >9000 people and the No fixed address population represents approximately 50 people.

To enable Victoria to assign its migratory population, Victoria has also sourced/cut its Census information using SA2 results to cross check and assign their equivalent people to a LGA. It is also worth noting that there are over 7,000 people (in Tas) who completed the 2016 Census who either did not state in which industry they worked (approximately 2000), or else inadequately described the industry in which they worked (> 5000 people). These exclusions represent > 5 per cent of the Tasmanian Census results.

Note: The .id data database notes that the 2016 Census used a new methodology to "impute" a work location to people who didn't state their workplace address. As a result, the .id 2016 and 2011 place of work data is not normally comparable.

⁹ The number of people working in Service Industries in Melbourne City Council on Census day actually exceeded the Melbourne LGA population. Port Phillip, Stonnington and Yarra councils relative share of service industries was also well above the State average rate of employment in these industries. The State average is almost 27 per cent.

¹⁰ The Victorian Grants Commission also applies a set percentage to eight major regional centres outside the metropolitan area with a population of greater than 20 000 people (i.e. Ballarat, Greater Bendigo, Greater Geelong, Greater Shepparton, Latrobe, Mildura, Warrnambool and Wodonga).

2020 Regional Services Industry Based CA proposal

When the Commission previously looked into the possibility of using service employment industry data as a replacement for the Commission's Regional Responsibility CA in 2012, councils were consulted on the raw data results only. Using the raw data results in Hobart being overly represented as not only does it reflect employment associated with providing services to its region, but it also provides services to the entire State. Based on the raw data in the 2012 Discussion Paper, Hobart City Council had more than 67 per cent of workers employed in the identified service industries and received the highest ranking compared to Launceston's (33 per cent), Burnie (32 per cent), Clarence (almost 15 per cent), Devonport (24 per cent), Glenorchy (18 per cent) and Kingborough (almost 12 per cent). Based on the 2016 Census data, the equivalent percentages are: Hobart: 87 per cent; Launceston: 40 per cent; Burnie: almost 39 per cent; Clarence: almost 20 per cent; Devonport: almost 30 per cent, Glenorchy: 23 per cent and Kingborough: 16 per cent.

For this year's discussion purposes, the Commission wishes to consult with councils on a more developed Regional Service Industry CA proposal than that which was considered in 2012 and which the Commission believes is more consistent with the approach used by the Victorian Grants Commission.

Accordingly, a Regional Service Industry CA has been prepared for comment (see Appendix 3). It has been based on the following parameters:

- 1. using the ABS Census Place of Work by LGA as its basis (currently reflecting the 2016 Census results);
- 2. applying a Capital City cap of 35 per cent (being the same percentage as used by the Victoria Grants Commission);
- 3. applying an uplift factor of 40 per cent to the non-capital city councils considered as providing regional services, namely Burnie, Clarence, Devonport, Glenorchy and Launceston. The uplift factor is the same percentage as used by the Victoria Grants Commission. The uplift factor in the Tasmanian proposal is applied to those councils with "city" status;
- 4. applying a floor to the percentage of population employed in the service industry of 10 per cent. The floor is set at the same percentage as used by the Victoria Grants Commission; and
- 5. for all other LGAs, using the actual percentages employed in service industries.

As well as considering the potential design of a Regional Service Industry CA, other matters that also need consideration are the expenditure categories to which it could apply, the redistributive effect it could have, and also the relationship it could have with other existing cost adjustors in the BGM.

Although similar to the expenditure categories used by the Victoria Grants Commission, the Victoria Grants Commission's cost adjustors do not directly align with the cost adjustors that the Commission uses in Tasmania's BGM. A comparison of how the Victorian Grants

Commission's cost adjustors apply across its expenditure categories compared to how the Commission's current cost adjustors apply to the expenditure categories used in Tasmania, is provided at Appendix 4. This table also details to which expenditure categories the Victoria Grants Commission applies its Regional Services CA. It is also noted that the Victoria Grants Commission also uses a Tourism CA that is informed by Tourism Research Australia data in its BGM.

Reflective of the similarities in drivers, the Commission is also consulting with councils on the possibility of replacing both the Regional Responsibility CA and the Worker Influx CA with the proposed, or a modified form of, the Regional Service Industry CA. The Commission is considering applying a Regional Service Industry CA to the Waste Management & Environment and Recreation & Culture expenditure categories. Its application to the Planning and Community Amenities expenditure category is to be further considered subject to evidence of the extent of the impact of non-residents on this expenditure category.

Conclusion:

The Commission is of the view that replacing the Regional Responsibility CA and Worker Influx CA with a Regional Service Industry based CA, either as proposed or modified based on the Commission's consideration of council feedback, is a better data-based solution to reflect the impact non-residents have on regional councils.

Other factors to consider

The Commission notes that this review is being undertaken in an environment where some other issues are occurring. These issues include:

- Launceston City Council's announcement of its intention to restructure the governance arrangements of both the UTAS Stadium and the QVMAG operations;
- Population movements over time The pace of population shifts from the rural areas to more urban areas results in fewer residents in the more remote councils.
- Tourism this cost adjustor is still applied, although at 50 per cent of the original CA, due to data problems. The Commission is aware of anecdotal evidence from councils that the greatest impacts from tourism is actually on local government road networks.

It is noted that the Service Industry percentages of population for Accommodation and Food Services, and Recreation and Culture industries by LGA is currently a subset included in the calculation of the proposed Regional Service Industry CA input data. This might itself be a useful basis for a decision related to the impact of tourism on an LGA. The Commission has not ruled out further examination of other more direct tourism related data such as this in its ongoing consideration of the impact of tourists on councils.

There is also argument that councils gain a revenue advantage from the activities of non-residents within their council areas. The Commission is currently of the view that its Assessed Annual Value (AAV) basis of revenue assessment in the BGM already takes this into account through its comprehensive assessment of total revenues generated by all councils, with the exception of car parking¹¹.

¹¹ Both Car parking revenue and car parking expenditure are currently excluded from the Commission's assessments of revenue capacity and expenditure requirements as it is not an activity that all councils can practically access.

Questions

Preliminary view of the Commission:

The Commission notes that none of the scenarios in this paper are "perfect" in appropriately recognising the impact of non-resident impacts on councils. Notwithstanding this, the Commission is considering the possibility of introducing a Regional Service Industry CA into its BGM methodology and ceasing the Regional Responsibility and Worker Influx CAs, given they are both demand focused and appear to be attempting to measure similar impacts on councils. The Commission seeks to discuss this proposal with councils further, and specifically is seeking council views on the following questions:

- 1. Is there anything missing in the scenarios canvassed that also needs to be taken into consideration?
- 2. Are you of the view that a clear case for a regional service net cost disadvantage has been made such that the case for addressing a disadvantage exists for councils providing services to non-residents?
- 3. If yes to Question 2, which scenario to recognising this impact do you support? If appropriate, please indicate your ranking of preferred solutions, from most favoured to least favoured.
- 4. If yes to Question 3, do you support the Commission changing its Regional Responsibility CA from an infrastructure basis to one based on the provision of recognised service industries in an LGA?
- 5. Do you support the Commission's preferred view to use the Service Industry data to inform a Regional Service Industry CA as proposed under Scenario 4 in the BGM (with the internal CA floors and limits as proposed or else as modified following feedback)?
- 6. If yes to Question 5, to which expenditure areas do you think the preferred cost adjustor should apply and how much redistributive effect do you consider reasonable?
- 7. Is proffering a solution in response to the impacts of non-residents on councils (whether under the guise of any form of a Regional Responsibility type CA or a Regional

Service Industry CA) consistent with the requirement for the Commission to take a policy neutral approach to its assessment methodology?

- 8. Do you support retaining the Tourism CA separately in the Commission's BGM? Do you support further investigation of both potential alternative data sources and modifying existing data sources for the Tourism CA and their potential application in both the BGM and Road Preservation Model?
- 9. Does the Commission need to further consider the broader revenue aspects of councils providing these services, notwithstanding that the BGM already uses a comprehensive council income concept and total AAV in its revenue capacity assessments of councils?

Submissions and timeframes

The 2020 Hearings and Visits represent an opportunity for councils to discuss the Commission's papers, make verbal submissions or improve understanding of the Commission's position on issues and aid in the preparation of council's written submissions. The Commission invites comments and input from councils on the issues raised within this Discussion Paper.

Councils are invited to provide verbal submissions to the Commission as part of its 2020 Hearings and Visits process, which is currently being organised for early 2020.

Councils wishing to also provide written feedback should forward this to the Commission Executive Officer as follows:

•	By post:	Executive Officer			
		State Grants Commission			
		GPO Box 147			
		HOBART TAS 7001			
•	By email:	SGC@treasury.tas.gov.au			

Councils are encouraged to provide draft submissions by Monday, **20 January 2020**, to facilitate discussions and help the Commission gain a preliminary indication of issues likely to be raised prior to meeting with each council.

Final written submissions are due by close of business, Friday 28 February 2020.

It is intended that a further paper on this issue will be provided to councils during 2020.

Further details regarding the annual assessments and methodology used by the Commission can be found in the <u>State Grants Commission 2018-19 Annual Report, including 2019-20</u> <u>Financial Assistance Grant Recommendations</u>, the <u>State Grants Commission 2019-20 Financial</u> <u>Assistance Grant Data Tables</u> and the <u>State Grants Commission Financial Assistance Grant</u> <u>Distribution Methodology</u> paper. These documents are available on the Commission website. Go to the Commission webpage (<u>https://www.treasury.tas.gov.au/state-grants-commission</u>) and then click Methodology and Publications.

Any queries should be directed to the Executive Officer on (03) 6166 4274.

Appendices

APPENDIX 1 - BGM COST ADJUSTOR IMPACTS (Redistributive effect) - Current process (2019-20 BGM Outcomes)															
	Absentee	Population		Regional Responsibility			Tourism		Worker Influx			Total Non-Resident CA Effect			
	TOTAL EXPENDITURE EFFECT	Per Capita redistribution effect	Rank	TOTAL EXPENDITURE EFFECT	Per Capita redistribution effect	Rank	TOTAL EXPENDITURE EFFECT	Per Capita redistribution effect	Rank	TOTAL EXPENDITURE EFFECT	Per Capita redistribution effect	Rank	TOTAL EXPENDITURE EFFECT	Per Capita redistribution effect	Rank
Break O'Day	+ 843 849	\$135.41	4	- 146 705	-\$23.54	9	+ 72 073	\$11.57	5	- 15 258	-\$2.45	14	+ 753 960	\$120.98	7
Brighton	- 593 852	-\$34.34	29	- 407 111	-\$23.54	7	- 107 823	-\$6.23	29	- 110 532	-\$6.39	25	-1 219 319	-\$70.51	25
Burnie	- 181 579	-\$9.38	21	+ 53 344	\$2.76	4	- 17 234	-\$0.89	18	+ 25 755	\$1.33	3	- 119 714	-\$6.19	20
Central Coast	- 225 533	-\$10.30	22	- 515 633	-\$23.54	9	- 52 069	-\$2.38	22	- 121 015	-\$5.52	24	- 914 249	-\$41.74	22
Central Highlands	+ 559 212	\$260.83	1	- 50 471	-\$23.54	18	+ 66 386	\$30.96	3	- 5 085	-\$2.37	12	+ 570 042	\$265.88	2
Circular Head	+ 233 540	\$28.95	11	- 189 878	-\$23.54	9	+ 25 305	\$3.14	10	- 17 477	-\$2.17	8	+ 51 489	\$6.38	11
Clarence	-1 193 031	-\$20.95	27	+ 157 001	\$2.76	2	- 264 885	-\$4.65	27	- 674 504	-\$11.84	29	-1 975 419	-\$34.69	29
Derwent Valley	- 181 004	-\$17.59	26	- 242 233	-\$23.54	18	+ 4 188	\$0.41	17	- 39 990	-\$3.89	20	- 459 039	-\$44.61	16
Devonport	- 302 540	-\$11.90	23	+ 70 071	\$2.76	6	+ 24 769	\$0.97	13	+ 14 656	\$0.58	4	- 193 044	-\$7.60	23
Dorset	+ 454 342	\$68.30	7	- 156 592	-\$23.54	9	+ 59 477	\$8.94	7	- 16 883	-\$2.54	15	+ 340 344	\$51.16	8
Flinders	+ 90 498	\$91.69	6	- 23 235	-\$23.54	9	+ 4 433	\$4.49	8	- 2 224	-\$2.25	9	+ 69 472	\$70.39	1
George Town	+ 314 855	\$45.43	8	- 163 160	-\$23.54	18	- 8 056	-\$1.16	20	- 11 917	-\$1.72	7	+ 131 722	\$19.00	10
Glamorgan Spring Bay	+ 909 701	\$200.91	3	- 106 592	-\$23.54	26	+ 215 451	\$47.58	1	- 10 887	-\$2.40	13	+1 007 673	\$222.54	6
Glenorchy	-1 274 410	-\$26.75	28	+ 131 336	\$2.76	2	- 258 893	-\$5.43	28	- 75 057	-\$1.58	5	-1 477 024	-\$31.01	28
Hobart	- 494 379	-\$9.21	20	+ 148 010	\$2.76	4	+ 169 650	\$3.16	9	+1 671 831	\$31.14	1	+1 495 112	\$27.85	26
Huon Valley	+ 445 459	\$25.87	12	- 405 346	-\$23.54	9	+ 26 562	\$1.54	11	- 77 538	-\$4.50	22	- 10 863	-\$0.63	15
Kentish	- 36 779	-\$5.82	18	- 148 871	-\$23.54	7	+ 63 652	\$10.07	6	- 21 491	-\$3.40	18	- 143 489	-\$22.69	12
King Island	+ 53 746	\$33.57	9	- 37 688	-\$23.54	18	+ 1 089	\$0.68	16	- 3 614	-\$2.26	10	+ 13 532	\$8.45	3
Kingborough	+ 40 154	\$1.06	16	- 888 281	-\$23.54	18	- 153 435	-\$4.07	26	- 408 034	-\$10.81	28	-1 409 595	-\$37.36	27
Latrobe	+ 167 437	\$14.78	13	- 266 691	-\$23.54	18	+ 12 463	\$1.10	12	- 37 526	-\$3.31	17	- 124 317	-\$10.97	13
Launceston	-1 015 581	-\$15.06	25	+5 507 215	\$81.65	1	+ 56 916	\$0.84	15	+ 479 868	\$7.11	2	+5 028 418	\$74.55	24
Meander Valley	- 243 583	-\$12.36	24	- 464 056	-\$23.54	26	- 20 323	-\$1.03	19	- 104 067	-\$5.28	23	- 832 029	-\$42.21	19
Northern Midlands	- 90 678	-\$6.82	19	- 313 090	-\$23.54	18	+ 12 261	\$0.92	14	- 37 439	-\$2.81	16	- 428 946	-\$32.25	17
Sorell	+ 473 656	\$31.12	10	- 358 241	-\$23.54	29	- 47 122	-\$3.10	24	- 98 450	-\$6.47	26	- 30 157	-\$1.98	18
Southern Midlands	- 4 701	-\$0.77	17	- 144 021	-\$23.54	18	- 7 254	-\$1.19	21	- 23 966	-\$3.92	21	- 179 942	-\$29.41	9
Tasman	+ 514 482	\$214.01	2	- 56 592	-\$23.54	9	+ 109 065	\$45.37	2	- 5 495	-\$2.29	11	+ 561 461	\$233.55	4
Waratah-Wynyard	+ 132 662	\$9.61	14	- 324 860	-\$23.54	26	- 37 158	-\$2.69	23	- 53 004	-\$3.84	19	- 282 361	-\$20.46	14
West Coast	+ 445 002	\$106.79	5	- 98 094	-\$23.54	9	+ 124 599	\$29.90	4	- 7 043	-\$1.69	6	+ 464 464	\$111.46	5
West Tamar	+ 159 054	\$6.69	15	- 559 536	-\$23.54	9	- 74 088	-\$3.12	25	- 213 612	-\$8.99	27	- 688 182	-\$28.95	21
SUM REDISTRIBUTED	5 837 650			6 066 977			1 048 339			2 192 110			10 487 688		

APPENDIX 2: VICTORIA GRANTS COMMISSION BASE GRANT MODEL COST ADJUSTORS

Regional Services

9

- **Objective** Recognizes that some councils provide a range of services to a larger than average catchment area, increasing the demand on certain council services.
- Applied to The Regional Services Cost Adjustor is applied to the following expenditure functions within the Victoria Grants Commission's general purpose grants model:

Expenditure Function:	Major Cost Driver:
Recreation and Culture	Population
Waste Management	Number of Dwellings
Traffic & Street Management	Population
Business & Economic Services	Modified Population - adjusted by vacancy rates doubled to maximum 15,000

- Australian Bureau of Statistics, Census 2016 Employment, Income and Education, LGA (POW) by INDP – 1 Digit Level, Employment by Industry, downloaded TableBuilder December 2017.
 - Australian Bureau of Statistics, Regional Population Growth, Australia, (cat no. 3218.0), Table 2. Estimated Residential Population, Local Government Area, at 30 June 2018, released 27 March 2019. https://www.abs.gov.au/AUSSTATS/abs@.nsf/DetailsPage/3218.02017-1870penDocument

Industry categories used:

- Retail Trade
- Accommodation and Food Services
- Information Media and Telecommunications
- Financial and Insurance Services
- Rental Hiring and Real Estate Services
- Professional Scientific and Technical Services
- Administrative and Support Services
- Public Administration and Safety
- Education and Training
- Health Care and Social Assistance
- Arts and Recreation Services
- Other Services

Discussion Paper DP20-01 Regional Responsibility Non-Resident Impacts - The Bigger Picture

Index Construction The estimated number of people working in service industries is divided by the total estimated resident population. An adjustment has been made to the results to take account of the significant numbers of people working in service employment in inner Melbourne, so that a maximum service employment-to-population ratio of 35% applies. This applies to the Cities of Melbourne, Port Phillip, Stonnington and Yarra.

The maximum service employment-to-population ratio of 35% has also been applied to the eight major regional centres in Victoria outside the metropolitan area with a population of greater than 20,000 persons - Greater Geelong, Ballarat, Greater Bendigo, Latrobe, Warrnambool, Greater Shepparton, Wodonga and Mildura) and to the Rural City of Horsham.

Total service industry employment equates to 25.5% of the Victorian population. Councils with a ratio of service industry employment-to-population above that average could be said to be net service providers (providing services to more than just their own residents) while those below the average could be said to be net service users, providing fewer services than their population requires.

The ratio of service industry employment-to-population ranges from a minimum of 0.10 to a maximum of 0.40. These values are then spread across a range from 1.00 to 2.00 (the "Primary Index"), with the councils with the highest ratio of service employment to population being allocated the maximum value of 2.00.

A state average of the Primary Index is obtained by weighting each council's Primary Index by the relevant major cost driver appropriate to that function (population of population with a minimum of 15,000 persons).

The Cost Adjustment Index (CAI) is the ratio of each council's Primary Index to the state average. Councils with a CAI above the state-wide average are assessed as having relatively higher expenditure needs than councils with a CAI below the state average.

Discussion Paper DP20-01 Regional Responsibility Non-Resident Impacts - The Bigger Picture APPENDIX 3 TASMANIAN REGIONAL SERVICE INDUSTRY COST ADJUSTOR PROPOSAL - USING SIMILAR APPROACH AS VICTORIAN GRANTS COMMISSION

Cost Adjustor Regional Services

Cost Driver	Population										
							Pop Weigl	hted Avg (PWA)	C	ost Adjustor	
	ERP (p)	Employed in Ser	vice Industries	Population	Employed / Pop	Primary Index	Weighted Pop Index	-		Ranged CA	Rank
	June 2018 <i>(a)</i>	(actual)	(updated)	Census 2016	Per 100				Factor		
	From Col AA of Input Data file	b	с	d	е	f	g	h=f/sum(f10:f38)	RF-> 3.880	j = (h+RF)/(j+RF)	
Break O'Day (M)	6,232	1,127	1,127	6,104	18.46	1.282	7 990	0.817		0.947	12
Brighton (M)	17,294	1,645	1,645	16,512	10.00	1.000	17 294	0.637		0.896	28
Burnie (C)	19,348	7,352	7,558	18,894	40.00	2.000	38 696	1.275		1.079	1
Central Coast (M)	21,904	3,444	3,444	21,362	16.12	1.204	26 374	0.767		0.933	18
Central Highlands (M)	2,144	228	228	2,145	10.63	1.021	2 189	0.651		0.899	27
Circular Head (M)	8,066	1,402	1,402	7,920	17.70	1.257	10 137	0.801		0.943	14
Clarence (C)	56,945	10,950	21,927	54,818	40.00	2.000	113 890	1.275		1.079	1
Derwent Valley (M)	10,290	1,316	1,316	10,022	13.13	1.104	11 364	0.704		0.915	22
Devonport (C)	25,415	7,322	9,881	24,702	40.00	2.000	50 830	1.275		1.079	1
Dorset (M)	6,652	1,120	1,120	6,619	16.92	1.231	8 187	0.784		0.938	15
Flinders (M)	987	215	215	899	23.92	1.464	1 445	0.933	0.933 0.98		7
George Town (M)	6,931	825	825	6,763	12.20	1.073	7 439	0.684			23
Glamorgan Spring Bay (M)	4,528	933	933	4,400	21.20	1.373	6 219	0.875	0.964		8
Glenorchy (C)	47,636	10,809	18,498	46,246	40.00	2.000	95 272	1.275	1.275 1.0		1
Hobart (C)	53,684	44,053	17,655	50,443	35.00	1.833	98 421	1.168		1.049	6
Huon Valley (M)	17,219	2,196	2,196	16,199	13.56	1.119	19 260	0.713		0.917	21
Kentish (M)	6,324	721	721	6,126	11.77	1.059	6 697	0.675 0		0.906	24
King Island (M)	1,601	327	327	1,583	20.66	1.355	2 170	0.864		0.961	10
Kingborough (M)	37,734	5,858	5,858	35,852	16.34	1.211	45 708	0.772		0.934	17
Latrobe (M)	11,329	1,950	1,950	10,700	18.22	1.274	14 435	0.812		0.946	13
Launceston (C)	67,449	26,180	26,110	65,274	40.00	2.000	134 898	1.275		1.079	1
Meander Valley (M)	19,713	3,176	3,176	19,281	16.47	1.216	23 966	0.775		0.935	16
Northern Midlands (M)	13,300	1,755	1,755	12,821	13.69	1.123	14 935	0.716		0.918	20
Sorell (M)	15,218	1,594	1,594	14,415	11.06	1.035	15 755	0.660		0.902	25
Southern Midlands (M)	6,118	505	505	6,042	10.00	1.000	6 118	0.637		0.896	28
Tasman (M)	2,404	479	479	2,372	20.19	1.340	3 221	0.854		0.958	11
Waratah-Wynyard (M)	13,800	1,932	1,932	13,575	14.23	1.141	15 747	0.727		0.921	19
West Coast (M)	4,167	868	868	4,152	20.91	1.364	5 682	0.869		0.962	9
West Tamar (M)	23,769	2,452	2,452	22,719	10.79	1.026	24 397	0.654		0.900	26
	528,201	142,734	137,697	508,960	27.05	1.569	828 734	PWA = 1.000		PWA = 1.000	
						j=sum h/sum a	1.569				
Min Value:		Hobart (Capital City): 35% c	ap applied.		10.00	1.00		0.637			
Max Value:		Cities: 40% cap applied.			40.00	2.00		1.275			

Max Value: 2019 - Floor 10% minimum (Brighton, Southern Midlands)

2019 - City status (excluding Hobart) to receive uplift factor - Burnie, Clarence, Devonport, Glenorchy, Launceston: 40%

Cap 1 = 0.35

Cap 2 =

0.40

APPENDIX 4 COMPARISON - VICTORIA COST ADJUSTORS AND EXPENDITURE CATEGORIES V TASMANIA COST ADJUSTORS AND EXPENDITURE CATEGORIES

	Victoria	Tasmania			
Expenditure Categories to which CA applies	Cost Adjustor	Expenditure Categories to which CA applies	Expenditure Categories to which CA applies		
Aged Pensioners	Aged & Disability Services		No equivalent or similar CA		
Economies of Scale	Governance (20%); Waste Management (30%); Traffic & Street Management (10%); Environment (10%);	Scale (Admin)	General Admin		
	Business & Economic Services (30%)	Scale (Other)	Planning & Community Amenities; Waste Management & Environment; Recreation & Culture		
Environmental Risk (Fire & Flood)	Environment (30%)	Climate	Planning & Community Amenities; Waste Management & Environment; Recreation & Culture		
	Governance (10%):		No equivalent or similar CA		
Indigenous Population	Family & Community Services (10%)	(Commission has consult	ed on aboriginality and found no disadvantage needing addressing in Tas BGM)		
Language	Governance (25%); Family & Community Services (10%); Aged & Disability Services (20%): Recreation & Culture (10%)		No equivalent or similar CA		
Population Dispersion	Governance (25%); Family & Community Services (20%); Aged & Disability Services (30%); Recreation & Culture (25%); Waste Management (50%0; Traffic & Street Management (15%); Environment (25%): Business & Economic Services (10%)	Dispersion	Law, Order & Public Safety; Planning & Community Amenities; Waste Management & Environment; Recreation & Culture		
Population Growth	Family & Community Services (10%); Traffic & Street Management (25%); Environment (10%)		No equivalent or similar CA		
Population <6 years	Family & Community Services (30%)		No equivalent or similar CA		
Regional Services	Recreation & Culture (40%); Waste Management (10%); Traffic & Street Management (35%) Business & Economic Service (30%)	Regional Responsibility	Recreation & Culture		
		Worker Influx	Planning & Community Amenities; Waste Management & Environment; Recreation & Culture		
Remoteness	Governance (20%); Environment (25%): Business & Economic Services (20%)	Isolation	General Administration; Planning & Community Amenities; Recreation & Culture		
Socio-Economic	Family & Community Services (20%); Aged & Disability Services (30%):	Unemployment (to be substituted with SEIFA)	Health, Housing & Welfare, Law, Order & Public Safety		

Discussion Paper DP20-01 Regional Responsibility Non-Resident Impacts - The Bigger Picture

APPENDIX 4 COMPARISON - VICTORIA COST ADJUSTORS AND EXPENDITURE CATEGORIES V TASMANIA COST ADJUSTORS AND EXPENDITURE CATEGORIES (CONT'D)

	Victoria	Tasmania			
Expenditure Categories to which CA applies	Cost Adjustor	Expenditure Categories to which CA applies	Cost Adjustor		
Tourism	Recreation & Culture (25%); Waste Management (10%); Traffic & Street Management (15%): Business & Economic Services (10%)	Tourism	Law, Order & Public Safety; Planning & Community Amenities; Waste Management & Environment; Recreation & Culture		
No equivalent or similar CA		Absentee Population	General Admin; Planning & Community Amenities; Waste Management & Environment; Recreation & Culture		
No equivalent or similar CA		Population Decline	General Admin; Health, Housing & Welfare; Law Order & Public Safety; Planning & Community Amenities; Waste Management & Environment; Recreation & Culture		

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State Grants Commission 2019-20 Financial Assistance Grant Data Tables





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This document provides tables of data used by the State Grants Commission (the Commission) in determining its 2019-20 Financial Assistance Grant (FAG) distributions, as well as some key results generated by the Commission's FAG Models. The tables do not form part of the Commission's Annual Report, but provide further information for those wishing to understand the Commission's 2019-20 FAG recommendations in greater detail.

The 2019-20 Data Tables are available from the Commission's website: <u>http://www.treasury.tas.gov.au/state-grants-commission/publications</u>.

Readers may also find the <u>State Grants Commission Financial Assistance Grant Distribution</u> <u>Methodology</u> paper a useful accompaniment to this publication. The Distribution Methodology paper is also available for download from the Commission website: <u>https://www.treasury.tas.gov.au/state-grants-commission</u>.

Most data supplied by councils for determining FAG distributions is submitted in the Consolidated Data Collection (CDC) Return provided annually by each council. In the case of the 2019-20 FAG Recommendations, the relevant council data was provided in the 2017-18 CDC Return submitted by councils to the Local Government Division of the Department of Premier and Cabinet (LGD) in December 2018. After quality assurance review, LGD provides the annual CDC returns to the Commission for use in determining the allocation of FAG funding.

The CDC returns are available publically at <u>http://listdata.thelist.tas.gov.au/opendata/</u> (the Listdata site). To access the returns individually, scroll to the bottom of the list of Open Data, and click on Tasmanian Local Government Consolidated Data Collection (CDC) drop down menu. The Listdata site provides historical CDC returns dating back to 2000-01.

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	Share	Share of Base Grant		Share of Road Grant			Share of Total FAGs		
	17-18	18-19	19-20	17-18	18-19	19-20	17-18	18-19	19-20
Council	%	%	%	%	%	%	%	%	%
Break O'Day	3.7	3.7	3.5	4.0	4.0	3.9	3.9	3.8	3.7
Brighton	3.1	3.4	3.5	1.5	1.5	1.5	2.3	2.4	2.5
Burnie	3.2	3.1	3.1	3.0	3.0	3.0	3.1	3.0	3.0
Central Coast	5.9	5.7	5.7	4.7	4.7	4.9	5.3	5.2	5.3
Central Highlands	2.6	2.6	2.6	3.6	3.6	3.6	3.1	3.2	3.2
Circular Head	3.6	3.5	3.4	4.9	4.9	5.0	4.3	4.3	4.2
Clarence	3.2	3.2	3.2	4.0	4.0	4.1	3.6	3.6	3.7
Derwent Valley	3.8	3.8	3.9	2.3	2.3	2.3	3.0	3.0	3.1
Devonport	2.6	2.8	2.9	3.1	3.1	2.9	2.8	3.0	2.9
Dorset	4.6	4.3	4.2	4.6	4.6	4.7	4.6	4.5	4.4
Flinders	1.7	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8
George Town	2.8	2.8	2.9	2.0	2.0	2.0	2.4	2.4	2.4
Glamorgan Spring Bay	0.8	0.8	0.7	2.4	2.5	2.5	1.6	1.7	1.6
Glenorchy	2.7	2.7	2.7	3.6	3.6	3.5	3.2	3.1	3.1
Hobart	3.0	3.0	3.0	4.3	4.2	4.0	3.6	3.6	3.6
Huon Valley	5.8	5.6	5.4	4.1	4.1	4.1	4.9	4.8	4.7
Kentish	4.3	4.3	4.2	3.0	2.9	3.0	3.7	3.5	3.5
King Island	2.2	2.3	2.4	2.5	2.5	2.6	2.4	2.4	2.5
Kingborough	2.1	2.1	2.1	3.7	3.7	3.7	2.9	2.9	3.0
Latrobe	2.3	2.3	2.4	1.9	1.9	1.9	2.1	2.1	2.1
Launceston	3.9	3.9	3.8	7.4	7.4	7.2	5.7	5.7	5.6
Meander Valley	6.1	5.9	5.6	5.4	5.4	5.4	5.7	5.6	5.5
Northern Midlands	3.1	3.1	3.1	5.9	5.9	5.9	4.5	4.6	4.6
Sorell	3.3	3.3	3.4	2.4	2.4	2.5	2.8	2.8	2.9
Southern Midlands	4.9	4.9	4.9	4.1	4.1	4.1	4.5	4.5	4.5
Tasman	1.3	1.3	1.3	1.3	1.3	1.4	1.3	1.3	1.3
Waratah-Wynyard	4.4	4.4	4.6	3.5	3.5	3.5	3.9	3.9	4.1
West Coast	3.7	3.7	3.7	1.7	1.9	1.8	2.6	2.7	2.7
West Tamar	5.6	5.7	5.7	3.2	3.2	3.2	4.3	4.4	4.4

TABLE IBASE GRANT, ROAD GRANT AND TOTAL POOL SHARES

TABLE 2
POPULATION OF LOCAL GOVERNMENT AREAS

	Re	Residential Population at 30 June *					
Council	2015	2016	2017	2018			
Break O'Day	6 253	6 193	6 186	6 232			
Brighton	16 408	16 610	16 959	17 294			
Burnie	19 478	19 304	19 213	19 348			
Central Coast	21 948	21 851	21 835	21 904			
Central Highlands	2 200	2 164	2 148	2 144			
Circular Head	8 201	8 173	8 090	8 066			
Clarence	54 545	55 085	56 166	56 945			
Derwent Valley	10 055	10 091	10 169	10 290			
Devonport	25 276	25 259	25 217	25 415			
Dorset	6 837	6 746	6 704	6 652			
Flinders	890	926	957	987			
George Town	6 815	6 817	6 918	6 931			
Glamorgan Spring Bay	4 491	4 521	4 500	4 528			
Glenorchy	46 066	46 397	47 241	47 636			
Hobart	51 398	51 750	52 901	53 684			
Huon Valley	16 459	16 675	16 875	17 219			
Kentish	6 321	6 303	6 297	6 324			
King Island	1 618	1 617	1 592	1 601			
Kingborough	35 929	36 263	37 148	37 734			
Latrobe	10 738	10 940	11 111	11 329			
Launceston	66 799	66 864	66 855	67 449			
Meander Valley	19 543	19 596	19 576	19 713			
Northern Midlands	12 935	13 043	13 084	13 300			
Sorell	14 136	14 393	14 774	15 218			
Southern Midlands	6 145	6 140	6 052	6 118			
Tasman	2 398	2 396	2 389	2 404			
Waratah-Wynyard	13 967	13 883	13 756	13 800			
West Coast	4 322	4 236	4 162	4 167			
West Tamar	23 225	23 352	23 535	23 769			
Total	515 396	517 588	522 410	528 201			

Source: Australian Bureau of Statistics (ABS) Regional Population Growth, Cat. No. 3218.0.

* The 2018 figures reflect the latest ABS preliminary estimates, the 2017 figures reflect the ABS final revised figures whereas earlier years are ABS revised population estimate figures following its rebasing of the intercensal error.

TABLE 3 MUNICIPAL PROPERTY VALUATIONS

Data averaged for 1 July 2017 and 1 July 2018

	Adjusted Rateable AAV *	Year of last revaluation
Council	\$	(as at 1 July 2018)
Break O'Day	73 115 287	2013
Brighton	112 505 392	2013
Burnie	156 795 560	2013
Central Coast	159 217 348	2013
Central Highlands	40 418 603	2015
Circular Head	94 088 887	2013
Clarence	517 807 378	2013
Derwent Valley	71 074 172	2017
Devonport	199 075 245	2015
Dorset	73 478 021	2017
Flinders	13 977 926	2017
George Town	56 114 770	2013
Glamorgan Spring Bay	80 460 615	2017
Glenorchy	377 120 294	2017
Hobart	774 018 422	2015
Huon Valley	138 764 110	2015
Kentish	47 988 226	2015
King Island	23 892 860	2017
Kingborough	333 552 019	2015
Latrobe	95 905 580	2015
Launceston	604 432 726	2017
Meander Valley	164 245 906	2013
Northern Midlands	140 812 745	2013
Sorell	121 361 238	2017
Southern Midlands	50 723 442	2015
Tasman	35 384 915	2017
Waratah-Wynyard	104 093 197	2017
West Coast	30 360 012	2015
West Tamar	167 957 674	2013
Total	4 858 742 568	

Source: Calculations based on data supplied by the Office of the Valuer-General.

* Adjusted Rateable AAV is the average AAV from two years adjusted to include partially rateable properties as a fully rateable equivalent. The AAV used within the Commission assessments complies with the Valuation of Land Act 2001, and excludes any tax elements associated with goods and services tax (GST) and land tax.

TABLE 4 TOTAL ASSESSED REVENUES 2017-18

Used as part of the 2019-20 Assessments*

	General Rates and Special Rates	Garbage Charges	User Fees (net of parking)	Other Revenue **	Total Assessed Revenue
Council	\$	\$	\$	\$	\$
Break O'Day	6 853 504	1 580 044	959 093	260 701	9 653 342
Brighton	6 934 494	1 183 598	2 793 891	- 520 648	10 391 335
Burnie	16 731 410	3 877 137	4 147 203	- 235 119	24 520 631
Central Coast	12 700 458	1 661 418	3 941 642	1 519 217	19 822 735
Central Highlands	2 691 103	567 630	304 250	577 055	4 140 038
Circular Head	7 132 466	971 228	1 764 403	695 894	10 563 991
Clarence	38 378 891	4 803 613	6 009 247	3 248 880	52 440 631
Derwent Valley	5 786 089	831 023	1 875 540	- 83 313	8 409 339
Devonport	21 068 187	3 567 215	3 991 747	- 696 246	27 930 903
Dorset	5 684 000	1 146 000	1 113 000	374 000	8 317 000
Flinders	1 549 722	0	931 356	- 20 094	2 460 985
George Town	6 809 639	903 116	159 679	549 438	8 421 872
Glamorgan Spring Bay	5 992 562	1 129 972	3 322 907	- 2 085	10 443 356
Glenorchy	30 184 776	3 661 530	7 460 428	1 787 261	43 093 995
Hobart	65 951 318	6 288 750	16 872 641	2 476 084	91 588 793
Huon Valley	10 905 418	1 129 163	5 286 538	- 361 227	16 959 892
Kentish	4 355 345	606 969	312 229	433 099	5 707 642
King Island	2 018 046	329 936	2 201 351	596 935	5 146 268
Kingborough	23 053 455	2 176 968	7 026 807	- 748 056	31 509 174
Latrobe	5 978 359	844 400	1 834 536	2 138 179	10 795 474
Launceston	54 078 779	3 479 845	17 667 783	2 065 724	77 292 131
Meander Valley	9 368 775	1 438 909	1 321 321	921 808	13 050 813
Northern Midlands	9 089 457	719 841	2 099 190	44 132	11 952 620
Sorell	10 675 685	2 086 810	1 633 978	- 2 956 355	11 440 118
Southern Midlands	4 750 983	252 164	841 499	771 312	6 615 959
Tasman	3 980 026	638 872	747 000	- 320 711	5 045 187
Waratah-Wynyard	8 716 471	1 841 905	3 275 399	- 39 328	13 794 447
West Coast	5 766 653	877 278	889 293	704 213	8 237 437
West Tamar	14 020 445	2 271 889	3 160 700	40 159	19 493 193
Total	401 206 517	50 867 223	103 944 652	13 220 909	569 239 301

Source: Tasmanian Local Government Division – Consolidated Data Collection 2017-18

* These are values for the 2017-18 year only. The Commission uses this data to calculate standardised revenues for each of the three base years (i.e. 2015-16, 2016-17 & 2017-18), the average of which is then used within the grant calculation.

** Other Revenue is: Interest Received, Fines, Profit from Sale of Assets, Returns from Waste Management Authorities and Current Revenue NEC. Other revenue can be negative as it includes some offsets of revenue raised by Council, but not included by the Commission in its assessment of revenues.

TABLE 5STANDARDISED REVENUE AND OTHER FINANCIAL SUPPORT 2017-18

Used as part of the 2019-20 Assessments*

	Standardised Revenue	Minimum Grant**	Other Financia Support Treated by Inclusion***
Council	\$	\$	ę
Break O'Day	8 566 022	127 827	2 719 640
Brighton	13 180 877	349 716	1 722 708
Burnie	18 369 814	398 903	2 858 768
Central Coast	18 653 545	454 101	4 017 829
Central Highlands	4 735 352	44 336	2 051 068
Circular Head	11 023 241	168 826	3 307 411
Clarence	60 665 142	1 153 678	5 441 832
Derwent Valley	8 326 889	210 344	1 671 746
Devonport	23 323 206	524 761	3 336 423
Dorset	8 608 519	139 186	2 859 550
Flinders	1 637 622	19 546	1 001 959
George Town	6 574 280	141 901	1 461 092
Glamorgan Spring Bay	9 426 584	94 414	1 856 88
Glenorchy	44 182 562	969 845	5 216 25
Hobart	90 682 249	1 081 795	5 582 498
Huon Valley	16 257 290	350 690	2 786 789
Kentish	5 622 192	130 978	1 764 28
King Island	2 799 233	33 454	1 394 032
Kingborough	39 078 201	761 408	3 749 842
Latrobe	11 236 081	230 242	1 567 333
Launceston	70 813 972	1 388 833	8 133 840
Meander Valley	19 242 679	405 909	3 759 595
Northern Midlands	16 497 303	272 112	3 852 155
Sorell	14 218 408	303 618	1 783 689
Southern Midlands	5 942 644	126 501	2 346 53
Tasman	4 145 617	49 518	690 12
Waratah-Wynyard	12 195 324	285 854	2 714 532
West Coast	3 556 910	86 559	1 424 40
West Tamar	19 677 542	491 680	2 682 05
Total	569 239 301	10 796 535	83 754 890

* These are values for the 2017-18 year only. The Commission calculates a three year average of Standardised Revenue, Minimum Grant and Other Financial Support (i.e. 2015-16, 2016-17 & 2017-18) which is then used within the grant calculation.

** The Per Capita Minimum Grant for 2017-18 is also classed as Other Financial Support and treated by inclusion.

*** This amount includes funds allocated to the Roads to Recovery (R2R) program for 2017-18 and reflects the Commission's decision to assume that councils receive R2R funds in equal annual instalments over the funding period. This amount also includes Road Grants, Heavy Vehicle Motor Tax Revenue payments and dividends and other returns from TasWater.

TABLE 6 STANDARD EXPENDITURE 2017-18

Used as part of the 2019-20 Assessments*

	General	Health	Law Order	Planning and	Waste
	Admin-	Housing and	and Public	Community	Management
	istration	Welfare	Safety	Amenities	and the
					Environment
Council	\$	\$	\$	\$	\$
Break O'Day	1 529 857	306 301	96 358	665 601	1 120 584
Brighton	4 245 403	849 996	267 397	1 847 065	3 109 657
Burnie	4 749 628	950 949	299 155	2 066 440	3 478 990
Central Coast	5 377 085	1 076 576	338 675	2 339 430	3 938 587
Central Highlands	526 318	105 377	33 150	228 987	385 515
Circular Head	1 980 075	396 442	124 715	861 479	1 450 358
Clarence	13 979 096	2 798 832	880 473	6 081 942	10 239 356
Derwent Valley	2 526 032	505 751	159 102	1 099 011	1 850 259
Devonport	6 238 980	1 249 141	392 962	2 714 418	4 569 905
Dorset	1 632 961	326 944	102 852	710 459	1 196 105
Flinders	242 293	48 511	15 261	105 415	177 474
George Town	1 701 451	340 657	107 166	740 257	1 246 272
Glamorgan Spring Bay	1 111 552	222 550	70 011	483 608	814 186
Glenorchy ***	11 693 884	2 341 297	736 539	5 087 705	8 565 493
Hobart	13 178 572	2 638 555	830 052	5 733 654	9 652 992
Huon Valley	4 226 992	846 309	266 237	1 839 054	3 096 171
Kentish	1 552 442	310 823	97 780	675 427	1 137 127
King Island	393 020	78 689	24 754	170 993	287 878
Kingborough	9 263 100	1 854 616	583 436	4 030 134	6 785 001
Latrobe	2 781 090	556 817	175 167	1 209 980	2 037 083
Launceston	16 557 662	3 315 101	1 042 884	7 203 808	12 128 095
Meander Valley	4 839 229	968 889	304 799	2 105 423	3 544 621
Northern Midlands	3 264 939	653 692	205 642	1 420 490	2 391 491
Sorell	3 735 778	747 961	235 298	1 625 340	2 736 369
Southern Midlands	1 501 872	300 698	94 595	653 426	1 100 086
Tasman	590 144	118 156	37 170	256 756	432 266
Waratah-Wynyard	3 387 682	678 266	213 373	1 473 892	2 481 396
West Coast	1 022 933	204 807	64 429	445 051	749 274
West Tamar	5 834 913	1 168 240	367 512	2 538 619	4 273 936
Total	129 664 984	25 960 941	8 166 943	56 413 866	94 976 526

TABLE 6 STANDARD EXPENDITURE 2017-18 (CONTINUED)

Used as part of the 2019-20 Assessments*

	Recreation	Other Non-	Total Non-	Roads	Total
	and Culture	Roads	Roads	"Standard"	including
				**	Roads
Council	\$	\$	\$	\$	\$
Break O'Day	1 488 801	586 116	5 793 619	6 212 839	12 006 458
Brighton	4 131 471	1 626 490	16 077 478	2 824 696	18 902 174
Burnie	4 622 164	1 819 668	17 986 993	4 872 035	22 859 028
Central Coast	5 232 782	2 060 058	20 363 194	8 293 799	28 656 994
Central Highlands	512 193	201 642	1 993 183	6 131 956	8 125 139
Circular Head	1 926 937	758 602	7 498 609	6 995 289	14 493 897
Clarence	13 603 944	5 355 643	52 939 286	7 735 859	60 675 145
Derwent Valley	2 458 242	967 768	9 566 165	3 311 572	12 877 737
Devonport	6 071 547	2 390 266	23 627 218	4 795 789	28 423 007
Dorset	1 589 137	625 617	6 184 075	6 614 792	12 798 867
Flinders	235 791	92 827	917 571	2 805 794	3 723 365
George Town	1 655 790	651 856	6 443 449	3 412 340	9 855 788
Glamorgan Spring Bay	1 081 722	425 856	4 209 484	4 321 086	8 530 570
Glenorchy	11 380 059	4 480 137	44 285 114	6 389 178	50 674 292
Hobart	12 824 903	5 048 948	49 907 676	6 969 026	56 876 702
Huon Valley	4 113 554	1 619 437	16 007 754	6 613 233	22 620 987
Kentish	1 510 780	594 768	5 879 147	4 528 632	10 407 780
King Island	382 473	150 573	1 488 380	3 600 684	5 089 064
Kingborough	9 014 509	3 548 860	35 079 656	6 818 579	41 898 235
Latrobe	2 706 455	1 065 486	10 532 078	3 459 841	13 991 918
Launceston	16 113 309	6 343 538	62 704 397	11 910 165	74 614 562
Meander Valley	4 709 361	1 853 996	18 326 317	9 205 435	27 531 752
Northern Midlands	3 177 319	1 250 857	12 364 431	10 113 875	22 478 305
Sorell	3 635 522	1 431 244	14 147 512	4 542 482	18 689 994
Southern Midlands	1 461 567	575 394	5 687 638	7 145 762	12 833 400
Tasman	574 306	226 095	2 234 894	2 334 467	4 569 361
Waratah-Wynyard	3 296 767	1 297 882	12 829 259	5 744 155	18 573 413
West Coast	995 480	391 904	3 873 878	3 006 767	6 880 646
West Tamar	5 678 324	2 235 460	22 097 004	5 811 955	27 908 959
Total	126 185 208	49 676 989	491 045 457	166 522 082	657 567 539

* These are values for the 2017-18 year only. The Commission uses standard expenditure data to calculate standardised expenditure for each council for the three base years (i.e. 2015-16, 2016-17 & 2017-18), which is then averaged and used within the grant calculation.

** "Standard" Expenditure for Roads is not calculated in the Equalisation Model. These figures are the RPM outcomes modified by removal of cost adjustors and normalised to the total for all actual roads expenditure. This measure is included here to enable a complete comparison of standard expenditure outcomes.

*** Waste Management and the Environment excludes a material abnormal asset write off (\$12.45 million) by Glenorchy City Council relating to the write off of the Derwent Park Stormwater Reuse Scheme in June 2018.

TABLE 7 STANDARDISED EXPENDITURE 2017-18

Used as part of the 2019-20 Assessments*

	General Administration	Health Housing and Welfare	Law Order and Public Safety	Planning and Community Amenities	Waste Management and the Environment
Council	\$	\$	\$	\$	\$
Break O'Day	2 736 062	342 176	114 548	972 984	1 541 018
Brighton	4 426 167	971 005	292 819	1 676 021	2 852 918
Burnie	5 075 657	1 013 855	307 511	2 043 824	3 386 438
Central Coast	5 515 639	1 037 648	322 571	2 314 304	3 816 231
Central Highlands	1 375 903	116 382	43 475	436 022	725 373
Circular Head	3 016 618	377 990	119 487	1 058 521	1 680 567
Clarence	10 258 178	2 685 336	845 297	5 315 820	9 143 997
Derwent Valley	3 200 292	549 996	169 486	1 118 007	1 881 893
Devonport	6 011 520	1 317 921	399 206	2 559 876	4 281 110
Dorset	2 678 695	333 147	111 557	949 919	1 566 912
Flinders	807 369	47 406	14 747	191 416	284 015
George Town	2 634 353	381 319	120 183	883 343	1 460 482
Glamorgan Spring Bay	2 210 937	212 495	87 190	846 052	1 398 727
Glenorchy	8 954 195	2 592 027	779 590	4 317 333	7 409 285
Hobart	9 968 244	2 431 621	734 962	5 345 664	9 232 474
Huon Valley	4 782 949	870 607	287 095	2 016 330	3 394 045
Kentish	2 361 763	300 597	97 192	779 827	1 294 176
King Island	1 111 489	67 725	20 616	289 425	400 658
Kingborough	7 933 959	1 688 030	534 713	3 769 118	6 461 406
Latrobe	3 568 049	515 780	163 392	1 319 471	2 199 548
Launceston	11 820 691	3 459 261	1 064 572	6 434 692	10 972 072
Meander Valley	5 053 022	890 853	305 272	2 266 499	3 776 613
Northern Midlands	3 857 450	619 717	201 024	1 508 156	2 533 739
Sorell	4 396 340	732 256	231 090	1 716 903	2 912 750
Southern Midlands	2 351 040	294 476	104 085	835 723	1 373 735
Tasman	1 442 955	118 594	41 943	440 806	724 911
Waratah-Wynyard	4 162 324	671 894	212 069	1 613 367	2 647 215
West Coast	2 088 039	231 962	83 250	774 055	1 225 721
West Tamar	5 865 085	1 088 865	358 002	2 620 387	4 398 499
Total	129 664 984	25 960 941	8 166 943	56 413 866	94 976 526

TABLE 7 STANDARDISED EXPENDITURE 2017-18 (CONTINUED)

Used as part of the 2019-20 Assessments*

	Recreation	Other Non-	Total Non-	Roads	Total
	and Culture	Roads	Roads		including
					Roads
Council	\$	\$	\$	\$	\$
Break O'Day	2 029 643	586 116	8 322 546	6 485 274	14 807 820
Brighton	3 341 773	1 626 490	15 187 193	2 507 567	17 694 760
Burnie	4 624 921	1 819 668	18 271 874	4 964 528	23 236 402
Central Coast	4 660 947	2 060 058	19 727 399	8 092 110	27 819 510
Central Highlands	924 812	201 642	3 823 609	6 062 815	9 886 424
Circular Head	2 177 797	758 602	9 189 583	8 331 543	17 521 126
Clarence	12 047 303	5 355 643	45 651 574	6 775 252	52 426 827
Derwent Valley	2 258 500	967 768	10 145 942	3 851 715	13 997 657
Devonport	5 795 941	2 390 266	22 755 840	4 821 351	27 577 190
Dorset	1 968 165	625 617	8 234 011	7 762 182	15 996 193
Flinders	404 920	92 827	1 842 698	3 062 039	4 904 737
George Town	1 812 682	651 856	7 944 218	3 266 149	11 210 367
Glamorgan Spring Bay	1 785 837	425 856	6 967 093	4 163 583	11 130 676
Glenorchy	9 788 245	4 480 137	38 320 812	5 851 032	44 171 844
Hobart	12 105 065	5 048 948	44 866 977	6 675 648	51 542 625
Huon Valley	4 104 734	1 619 437	17 075 199	6 775 925	23 851 124
Kentish	1 595 427	594 768	7 023 750	4 929 814	11 953 564
King Island	609 691	150 573	2 650 177	4 304 729	6 954 906
Kingborough	7 542 395	3 548 860	31 478 480	6 217 008	37 695 488
Latrobe	2 684 671	1 065 486	11 516 397	3 200 311	14 716 709
Launceston	19 900 184	6 343 538	59 995 009	12 020 001	72 015 010
Meander Valley	4 605 595	1 853 996	18 751 849	8 953 101	27 704 951
Northern Midlands	3 060 317	1 250 857	13 031 260	9 839 113	22 870 373
Sorell	3 482 088	1 431 244	14 902 671	4 237 062	19 139 733
Southern Midlands	1 725 304	575 394	7 259 757	6 815 855	14 075 612
Tasman	929 393	226 095	3 924 697	2 272 117	6 196 814
Waratah-Wynyard	3 283 881	1 297 882	13 888 631	5 896 112	19 784 744
West Coast	1 633 294	391 904	6 428 225	3 011 131	9 439 356
West Tamar	5 301 684	2 235 460	21 867 983	5 377 016	27 244 999
Total	126 185 208	49 676 989	491 045 457	166 522 082	657 567 539

* These are the values for 2017-18 only. The grant calculations use an average of the most recent three years' values (i.e. 2015-16, 2016-17 & 2017-18)

TABLE 8BASE GRANT MODEL COST ADJUSTORS 2017-18

Used as part of the 2019-20 Assessments*

Council	Absentee Population	Climate	Dispersion	Isolation	Population Decline	Regional Responsibility
Break O'Day	1.18	1.00	1.05	1.09	1.00	0.90
Brighton	0.96	1.00	0.96	0.99	1.00	0.90
Burnie	0.99	1.00	0.96	1.02	1.01	1.01
Central Coast	0.99	1.00	0.99	1.02	1.00	0.90
Central Highlands	1.34	1.00	1.15	1.02	1.04	0.90
Circular Head	1.04	1.00	1.00	1.07	1.02	0.90
Clarence	0.97	1.00	1.01	0.98	1.00	1.01
Derwent Valley	0.98	1.00	0.98	1.00	1.00	0.90
Devonport	0.98	1.00	0.96	1.01	1.00	1.01
Dorset	1.09	1.00	1.05	1.03	1.04	0.90
Flinders	1.12	1.00	0.98	1.22	1.00	0.90
George Town	1.06	1.00	1.00	1.02	1.00	0.90
Glamorgan Spring Bay	1.26	1.00	1.20	1.03	1.00	0.90
Glenorchy	0.97	1.00	0.96	0.98	1.00	1.01
Hobart	0.99	1.00	0.96	0.98	1.00	1.01
Huon Valley	1.03	1.00	1.05	1.00	1.00	0.90
Kentish	0.99	1.00	1.01	1.02	1.00	0.90
King Island	1.04	1.00	0.97	1.30	1.01	0.90
Kingborough	1.00	1.00	1.01	0.98	1.00	0.90
Latrobe	1.02	1.00	1.00	1.01	1.00	0.90
Launceston	0.98	1.00	0.98	0.99	1.00	1.34
Meander Valley	0.98	1.00	1.08	1.01	1.00	0.90
Northern Midlands	0.99	1.00	1.03	1.00	1.00	0.90
Sorell	1.04	1.00	1.01	0.99	1.00	0.90
Southern Midlands	1.00	1.00	1.12	1.03	1.00	0.90
Tasman	1.28	1.00	1.04	1.04	1.00	0.90
Waratah-Wynyard	1.01	1.00	1.01	1.03	1.02	0.90
West Coast	1.14	1.10	1.10	1.10	1.05	0.90
West Tamar	1.01	1.00	1.05	1.00	1.00	0.90

TABLE 8BASE GRANT MODEL COST ADJUSTORS 2017-18 (CONTINUED)

Used as part of the 2019-20 Assessments*

	Scale -	Scale -	Tourism	Unemployment	Worker Influx
Council	Admin	Other			
Break O'Day	1.52	1.13	1.02	1.11	1.00
Brighton	1.10	1.02	0.99	1.15	0.99
Burnie	1.06	1.01	1.00	1.06	1.00
Central Coast	1.02	1.00	1.00	0.96	0.99
Central Highlands	2.22	1.30	1.06	1.07	1.00
Circular Head	1.39	1.10	1.01	0.93	1.00
Clarence	0.78	0.95	0.99	0.96	0.98
Derwent Valley	1.29	1.07	1.00	1.09	0.99
Devonport	0.98	0.99	1.00	1.06	1.00
Dorset	1.48	1.12	1.02	0.98	1.00
Flinders	3.00	1.50	1.01	0.98	1.00
George Town	1.47	1.12	1.00	1.12	1.00
Glamorgan Spring Bay	1.70	1.17	1.09	0.96	1.00
Glenorchy	0.82	0.95	0.99	1.11	1.00
Hobart	0.80	0.95	1.01	0.92	1.06
Huon Valley	1.10	1.03	1.00	1.03	0.99
Kentish	1.52	1.13	1.02	0.97	0.99
King Island	2.47	1.37	1.00	0.85	1.00
Kingborough	0.87	0.97	0.99	0.91	0.98
Latrobe	1.26	1.06	1.00	0.93	0.99
Launceston	0.75	0.94	1.00	1.05	1.01
Meander Valley	1.05	1.01	1.00	0.92	0.99
Northern Midlands	1.19	1.05	1.00	0.95	0.99
Sorell	1.15	1.04	0.99	0.98	0.99
Southern Midlands	1.53	1.13	1.00	0.98	0.99
Tasman	2.13	1.28	1.08	1.01	1.00
Waratah-Wynyard	1.17	1.04	1.00	0.97	0.99
West Coast	1.75	1.19	1.06	1.08	1.00
West Tamar	1.00	1.00	0.99	0.93	0.98

* These are the cost adjustors applied to 2017-18 standard expenditure only. Cost adjustors are calculated for each data year and applied to the standard expenditures to calculate standardised expenditure.

TABLE 9 BASE GRANT MODEL COST ADJUSTOR IMPACTS

	General Admin- istration	Health Housing and Welfare	Law Order and Public Safety	Planning and Community Amenities	Waste Management and the Environment
Council	\$	\$	\$	\$	\$
Break O'Day	+1 206 205	+ 35 875	+ 18 142	+ 307 052	+ 419 877
Brighton	+ 180 764	+ 121 009	+ 25 494	- 170 549	- 255 907
Burnie	+ 326 029	+ 62 906	+ 8 367	- 22 537	- 92 419
Central Coast	+ 138 554	- 38 928	- 16 070	- 24 887	- 121 954
Central Highlands	+ 849 585	+ 11 005	+ 10 281	+ 206 730	+ 339 345
Circular Head	+1 036 543	- 18 451	- 5 244	+ 196 926	+ 230 014
Clarence	-3 720 918	- 113 495	- 35 000	- 764 907	-1 093 315
Derwent Valley	+ 674 260	+ 44 245	+ 10 381	+ 18 977	+ 31 602
Devonport	- 227 460	+ 68 780	+ 6 227	- 154 656	- 288 986
Dorset	+1 045 734	+ 6 203	+ 8 665	+ 239 188	+ 370 348
Flinders	+ 565 076	- 1 105	- 517	+ 85 980	+ 106 507
George Town	+ 932 902	+ 40 662	+ 13 022	+ 143 123	+ 214 272
Glamorgan Spring Bay	+1 099 385	- 10 055	+ 17 036	+ 361 456	+ 582 878
Glenorchy	-2 739 689	+ 250 730	+ 43 223	- 769 185	-1 154 210
Hobart	-3 210 328	- 206 934	- 95 203	- 388 768	- 421 827
Huon Valley	+ 555 958	+ 24 298	+ 20 841	+ 177 154	+ 297 669
Kentish	+ 809 321	- 10 226	- 631	+ 104 108	+ 156 558
King Island	+ 718 469	- 10 963	- 4 139	+ 118 427	+ 112 772
Kingborough	-1 329 141	- 166 586	- 48 621	- 260 312	- 322 411
Latrobe	+ 786 958	- 41 037	- 11 783	+ 109 434	+ 162 369
Launceston	-4 736 971	+ 144 160	+ 21 651	- 769 377	-1 156 462
Meander Valley	+ 213 793	- 78 036	+ 487	+ 161 169	+ 232 149
Northern Midlands	+ 592 510	- 33 975	- 4 626	+ 87 609	+ 142 154
Sorell	+ 660 562	- 15 705	- 4 176	+ 91 779	+ 176 744
Southern Midlands	+ 849 167	- 6 222	+ 9 494	+ 182 331	+ 273 705
Tasman	+ 852 811	+ 438	+ 4 701	+ 183 550	+ 291 803
Waratah-Wynyard	+ 774 643	- 6 373	- 1 279	+ 139 645	+ 166 105
West Coast	+1 065 106	+ 27 155	+ 18 738	+ 328 432	+ 475 485
West Tamar	+ 30 171	- 79 375	- 9 460	+ 82 108	+ 125 136
Sum Redistributed	15 964 507	837 467	236 749	3 325 179	4 907 492

	Recreation and Culture	Other	Total Expenditure Effect	Impact on Non-Roads Expenditure	Rank - Impact on Non- Roads Exp
Council	\$	\$	\$	%	
Break O'Day	+ 540 103	+ 0	+2 527 253	+43.6%	7
Brighton	- 788 592	+ 0	- 887 781	-5.5%	25
Burnie	+ 2 934	+ 0	+ 285 281	+1.6%	20
Central Coast	- 571 301	+ 0	- 634 586	-3.1%	22
Central Highlands	+ 411 938	+ 0	+1 828 884	+91.8%	2
Circular Head	+ 250 600	+ 0	+1 690 387	+22.5%	11
Clarence	-1 553 925	+ 0	-7 281 560	-13.8%	29
Derwent Valley	- 199 785	+ 0	+ 579 680	+6.1%	16
Devonport	- 275 859	+ 0	- 871 954	-3.7%	23
Dorset	+ 378 417	+ 0	+2 048 555	+33.1%	8
Flinders	+ 169 084	+ 0	+ 925 025	+100.8%	1
George Town	+ 156 975	+ 0	+1 500 957	+23.3%	10
Glamorgan Spring Bay	+ 701 905	+ 0	+2 752 606	+65.4%	6
Glenorchy	-1 589 160	+ 0	-5 958 290	-13.5%	28
Hobart	- 721 578	+ 0	-5 044 638	-10.1%	26
Huon Valley	- 9 092	+ 0	+1 066 828	+6.7%	15
Kentish	+ 83 995	+ 0	+1 143 125	+19.4%	12
King Island	+ 227 207	+ 0	+1 161 772	+78.1%	3
Kingborough	-1 470 541	+ 0	-3 597 613	-10.3%	27
Latrobe	- 21 912	+ 0	+ 984 030	+9.3%	13
Launceston	+3 786 291	+ 0	-2 710 709	-4.3%	24
Meander Valley	- 103 558	+ 0	+ 426 004	+2.3%	19
Northern Midlands	- 117 128	+ 0	+ 666 545	+5.4%	17
Sorell	- 152 951	+ 0	+ 756 254	+5.3%	18
Southern Midlands	+ 263 812	+ 0	+1 572 287	+27.6%	9
Tasman	+ 353 968	+ 0	+1 687 270	+75.5%	4
Waratah-Wynyard	- 12 506	+ 0	+1 060 235	+8.3%	14
West Coast	+ 636 536	+ 0	+2 551 454	+65.9%	5
West Tamar	- 375 880	+ 0	- 227 300	-1.0%	21
Sum Redistributed	7 963 765	0	27 214 432	+4.1%	

TABLE 9 BASE GRANT MODEL COST ADJUSTOR IMPACTS (CONTINUED)

	Urban Sealed	Rural Sealed	Unsealed	Total Roads
Council	km	km	km	km
Break O'Day	96	129	322	547
Brighton	79	80	28	187
Burnie	128	171	47	347
Central Coast	146	408	123	677
Central Highlands	28	90	619	737
Circular Head	36	268	466	770
Clarence	266	163	41	470
Derwent Valley	32	65	236	333
Devonport	176	79	13	269
Dorset	50	193	445	688
Flinders	5	75	266	346
George Town	70	108	96	274
Glamorgan Spring Bay	79	92	209	379
Glenorchy	258	39	20	317
Hobart	286	19	6	311
Huon Valley	48	138	523	709
Kentish	23	250	198	471
King Island	12	74	356	442
Kingborough	149	132	263	544
Latrobe	60	168	60	288
Launceston	387	155	212	753
Meander Valley	115	452	257	824
Northern Midlands	108	465	387	960
Sorell	103	108	142	352
Southern Midlands	32	167	613	812
Tasman	44	35	129	208
Waratah-Wynyard	72	217	250	539
West Coast	94	28	69	191
West Tamar	124	192	152	468
Total	3 106	4 560	6 546	14 211

TABLE 10LENGTH OF LOCAL GOVERNMENT ROADS AS AT 1 OCTOBER 2018

Source: Tasmanian Local Government Division – Consolidated Data Collection 2017-18. Local road lengths are annually updated by councils to reflect additions, deletions and changes in road status.

	BRIDGE DECK AREA (m²)*						
			(as at	October 2	2018)		
Council	CON	STL	TIM	Other	RCP	RBC	Total
Break O'Day	5 365	442	1 472	0	493	358	8 131
Brighton	538	0	739	0	99	94	1 470
Burnie	1 511	0	102	54	115	274	2 056
Central Coast	4 539	36	474	897	151	170	6 268
Central Highlands	2 905	36	241	164	167	195	3 709
Circular Head	3 886	14	807	271	259	86	5 323
Clarence	890	26	0	0	241	176	1 334
Derwent Valley	2 408	161	997	194	61	119	3 940
Devonport	698	63	195	207	18	22	1 203
Dorset	4 938	221	1 684	0	122	138	7 103
Flinders	1 179	0	0	0	288	0	1 467
George Town	1 906	0	129	505	40	124	2 704
Glamorgan Spring Bay	1 831	106	900	0	109	63	3 008
Glenorchy	2 220	51	189	79	406	100	3 044
Hobart	4 958	1 464	77	926	0	0	7 426
Huon Valley	6 816	0	615	0	468	302	8 201
Kentish	3 871	0	375	134	62	138	4 580
King Island	436	80	497	0	19	22	1 053
Kingborough	2 865	23	279	34	89	422	3 712
Latrobe	721	304	584	0	133	225	1 967
Launceston	6 370	0	137	128	275	593	7 503
Meander Valley	6 445	0	1 276	933	74	398	9 126
Northern Midlands	9 327	88	647	0	312	397	10 770
Sorell	2 372	116	653	0	149	415	3 704
Southern Midlands	6 181	0	616	130	538	47	7 512
Tasman	888	36	220	0	244	205	1 593
Waratah-Wynyard	4 516	39	0	977	20	79	5 632
West Coast	1 441	84	700	351	59	119	2 755
West Tamar	3 210	55	35	0	139	334	3 772
Total	95 233	3 445	14 639	5 982	5 150	5 615	130 064

TABLE | |BRIDGE DECK AREA BY CONSTRUCTION TYPE

Source: Tasmanian Local Government Division – Consolidated Data Collection 2017-18. Local bridge deck areas and bridge types are annually updated by councils to reflect additions, deletions and changes in status.

* Refer Table 12 for details of bridge and culvert type codes

TABLE 12 CALCULATION OF PRESERVATION COST/KM PER ANNUM FOR ALL ROAD CLASSES

	Life Span	Mar 2019 Index Cost/km	Times Applied	Resurf Weight	Lifetime Cost	Annual Cost	Rehab Weight	
	yrs	\$		%	\$	\$	%	\$
	а	b	с	d	e=bcd	f=e/max a	g	h=∑fg
URBAN SEALED								
Heavy Patch & Asphalt Overlay	44	591 871	1		591 871	13 452		
1 Coat Spray Seal	15	50 977	2	51%	51 996	1 182		
30mm Asphalt Layer	26	242 754	1	37%	89 819	2 041		
Slurry Seal	13	90 739	3	12%	32 666	742		
Other Maintenance	4	4 104	10		41 037	933		
-					807 390	18 350	58%	10 643
Removal & Replacement	71	1 477 278	1		1 477 278	20 807		
1 Coat Spray Seal	15	50 977	4	51%	103 993	1 465		
30mm Asphalt Layer	26	242 754	2	37%	179 638	2 530		
Slurry Seal	13	90 739	5	12%	54 443	767		
Other Maintenance	4	4 104	17		69 764	983		
					1 885 115	26 551	38%	10 089
Structural Asphalt Layer	44	701 694	1		701 694	15 948		
1 Coat Spray Seal	15	50 977	2	51%	51 996	1 182		
30mm Asphalt Layer	26	242 754	1	37%	89 819	2 041		
Slurry Seal	13	90 739	3	12%	32 666	742		
Other Maintenance	4	4 104	10		41 037	933		
					917 213	20 846	4%	834
							Cost/km pa	\$ 21 566
RURAL SEALED								
Scarify & Overlay	54	315 708	1		315 708	5 846		
1 Coat Spray Seal	15	42 238	3	100%	126 714	2 347		
Other Maintenance	5	3 069	10		30 689	568		
					473 111	8 761	79%	6 921
Removal & Replacement	70	493 396	1		493 396	7 049		
1 Coat Spray Seal	15	42 238	4	100%	168 952	2 414		
Other Maintenance	5	3 069	13		39 895	570		
					702 243	10 032	21%	2 107
							Cost/km pa	\$ 9 028
UNSEALED	0	26.220	4	100%	26.220	4 520		
Resheeting	8	36 229	1	100%	36 229	4 529		
Regrading	1	1 226	7		8 585	1 073		
Other Maintenance R&R Culverts	2 72	2 149	3		6 448	806		
	72	45 018	0.11		5 002	625	4000/	7 000
					56 264	7 033	100% Cost/km pa	7 033

TABLE 13 CALCULATION OF PRESERVATION COST/M² PER ANNUM FOR ALL BRIDGE & CULVERT TYPES

March 2019 Index

	Life Span	Cost/m ²	Times Applied	Lifetime Cost/m ²	Annual Cost/m ²	
BRIDGES/CULVERTS	yrs	\$		\$	\$	
	а	b	с	d=bc	e=d/max a	
CONCRETE (CON)	89	3 032	1	3 032	34	
Other Maintenance	1	21	89	1 891	21	
				4 923	\$ 5 5	/m²/pa
STEEL (STL)	85	3 032	1	3 032	36	
Other Maintenance	1	14	85	1 174	14	
				4 206	\$49	/m²/pa
TIMBER (TIM)	24	2 383	1	2 383	99	
Other Maintenance	1	36	24	867	36	
				3 250	\$ 135	/m²/pa
CONCRETE & TIMBER (OTHER)	37	3 277	1	3 277	89	
Other Maintenance	1	11	37	393	11	
				3 670	\$ 99	/m²/pa
REINFORCED CONCRETE PIPE						
(RCP)	80	4 239	1	4 239	53	
Other Maintenance	1	47	80	3 740	47	
				7 979	\$ 100	/m²/pa
REINFORCED BOX CULVERT (RBC)	86	3 790	1	3 790	44	
Other Maintenance	1	19	86	1 645	19	
				5 434	\$63	/m²/pa

Source: State Grants Commission

TABLE 14ROAD PRESERVATION MODEL COST ADJUSTORS 2017-18*

Used as part of the 2019-20 Assessments*

	URBAN SEALED ROADS			RURAL SEALED ROADS				
Council	Rainfall	Terrain	Traffic	Rainfall	Terrain	Traffic		
Break O'Day	1.00	1.00	0.93	1.01	1.04	1.05		
Brighton	0.95	1.00	0.97	0.96	1.02	0.96		
Burnie	1.05	1.00	0.95	1.05	1.02	1.03		
Central Coast	1.03	1.00	0.96	1.05	1.02	1.00		
Central Highlands	0.95	1.00	0.93	0.98	1.03	0.98		
Circular Head	1.04	1.00	1.11	1.05	1.05	1.25		
Clarence	0.95	1.00	0.95	0.96	1.03	0.96		
Derwent Valley	0.99	1.00	1.00	1.00	1.09	1.11		
Devonport	1.00	1.00	1.00	1.03	1.02	1.02		
Dorset	1.03	1.00	0.95	1.03	1.04	1.10		
Flinders	1.00	1.00	0.93	1.00	1.06	0.98		
George Town	1.00	1.00	0.94	1.00	1.04	1.04		
Glamorgan Spring Bay	1.00	1.00	0.93	0.99	1.04	0.96		
Glenorchy	0.99	1.00	0.95	1.02	1.02	0.96		
Hobart	1.00	1.01	0.97	1.05	1.01	0.96		
Huon Valley	1.01	1.00	0.94	1.01	1.02	0.99		
Kentish	1.04	1.00	1.00	1.05	1.02	1.00		
King Island	1.00	1.00	0.94	1.03	1.06	0.99		
Kingborough	1.00	1.00	0.94	1.02	1.02	0.97		
Latrobe	1.00	1.00	0.93	1.00	1.04	0.98		
Launceston	1.00	1.00	0.99	1.02	1.03	1.00		
Meander Valley	1.01	1.00	0.94	1.02	1.04	0.99		
Northern Midlands	0.98	1.00	0.95	0.98	1.06	1.00		
Sorell	0.97	1.00	0.93	0.97	1.03	0.97		
Southern Midlands	0.96	1.00	0.94	0.98	1.03	0.97		
Tasman	1.00	1.00	0.93	1.00	1.03	1.01		
Waratah-Wynyard	1.05	1.00	0.99	1.05	1.03	1.02		
West Coast	1.05	1.00	0.93	1.05	1.03	0.96		
West Tamar	1.00	1.00	0.94	1.00	1.03	0.99		

TABLE 14 ROADS PRESERVATION MODEL COST ADJUSTORS 2017-18* CONTINUED

Used as part of the 2019-20 Assessments*

	U	ALL ROADS		
Council	Rainfall	Terrain	Traffic	Remoteness
Break O'Day	1.02	1.03	1.01	1.10
Brighton	1.03	1.02	0.92	1.01
Burnie	1.05	1.03	1.07	1.00
Central Coast	1.05	1.02	0.93	1.01
Central Highlands	1.02	1.03	0.98	1.04
Circular Head	1.05	1.05	1.01	1.05
Clarence	1.04	1.03	0.92	1.00
Derwent Valley	1.01	1.10	1.22	1.02
Devonport	1.04	1.04	0.91	1.00
Dorset	1.02	1.03	1.24	1.05
Flinders	1.00	1.06	0.94	1.16
George Town	1.00	1.03	0.94	1.03
Glamorgan Spring Bay	1.01	1.04	0.91	1.08
Glenorchy	1.03	1.02	0.91	1.01
Hobart	1.02	1.02	0.91	1.00
Huon Valley	1.02	1.02	1.06	1.04
Kentish	1.05	1.03	1.23	1.02
King Island	1.03	1.06	1.00	1.20
Kingborough	1.02	1.02	0.92	1.01
Latrobe	1.00	1.03	0.93	1.01
Launceston	1.03	1.02	1.25	1.00
Meander Valley	1.03	1.03	0.92	1.03
Northern Midlands	1.02	1.04	0.96	1.03
Sorell	1.01	1.02	1.07	1.02
Southern Midlands	1.02	1.03	0.93	1.05
Tasman	1.00	1.03	0.98	1.06
Waratah-Wynyard	1.05	1.03	1.04	1.01
West Coast	1.05	1.04	0.91	1.08
West Tamar	1.01	1.03	0.93	1.01

*The Roads Preservation Model uses the latest year's data only (i.e. 2017-18). The cost adjustors are applied to the total unadjusted asset preservation cost for each road type.

TABLE 15 ROAD PRESERVATION MODEL COST ADJUSTOR IMPACTS

	Urban Sealed	Rural Sealed	Unsealed	Total Exp Effect	Total Exp Effect on Unadjusted Total Cost (UTC)	Rank - Impact on Unadjusted Total Cost (UTC)
Council	\$	\$	\$	\$		
Break O'Day	+ 64 017	+ 226 428	+ 370 945	+ 661 389	+12.0%	7
Brighton	- 117 684	- 29 928	- 2 946	- 150 558	-5.7%	28
Burnie	+ 203 749	+ 154 419	+ 47 031	+ 405 199	+8.7%	10
Central Coast	+ 3 937	+ 300 815	+ 13 517	+ 318 270	+4.1%	15
Central Highlands	- 42 992	+ 24 697	+ 333 274	+ 314 979	+5.5%	14
Circular Head	+ 158 310	+ 972 362	+ 550 481	+1 681 152	+26.0%	2
Clarence	- 451 604	- 58 291	- 1 252	- 511 147	-6.8%	29
Derwent Valley	+ 8 693	+ 129 946	+ 575 421	+ 714 060	+24.3%	4
Devonport	+ 279 242	+ 52 986	- 1 475	+ 330 753	+7.2%	13
Dorset	+ 30 990	+ 374 641	+1 092 746	+1 498 377	+25.2%	3
Flinders	+ 10 782 - 41 304 g Bay + 20 156 - 142 126 + 144 849	+ 142 277	+ 298 366	+ 451 425	+17.0%	21 19 26
George Town		+ 107 500	- 793	+ 65 403	+2.1%	
Glamorgan Spring Bay		+ 62 750	+ 50 698	+ 133 604	+3.3%	
Glenorchy		- 58	- 4 702	- 146 885	-2.4%	
Hobart		+ 3 870	- 2 036	+ 146 683	+2.3%	
Huon Valley	- 10 517	+ 70 159	+ 508 425	+ 568 067	+9.5%	9
Kentish	+ 32 537	+ 191 385	+ 444 805	+ 668 727	+16.1%	6
King Island	+ 35 743	+ 179 257	+ 699 772	+ 914 772	+26.7%	1
Kingborough	- 160 028	+ 21 186	- 44 714	- 183 556	-2.8%	27
Latrobe	- 77 501	+ 40 588	- 11 408	- 48 321	-1.5%	25
Launceston	+ 335 503	+ 63 561	+ 454 575	+ 853 639	+7.6%	12
Meander Valley	- 41 158	+ 351 271	+ 19 022	+ 329 134	+3.9%	17
Northern Midlands	- 72 507	+ 298 200	+ 136 722	+ 362 415	+3.9%	18
Sorell	- 159 440	- 6 343	+ 132 792	- 32 991	-0.8%	23
Southern Midlands	- 36 857	+ 41 841	+ 127 580	+ 132 564	+2.0%	22
Tasman	- 2 670	+ 30 071	+ 59 479	+ 86 881	+4.0%	16
Waratah-Wynyard	+ 84 518	+ 203 309	+ 219 503	+ 507 329	+9.6%	8
West Coast	+ 140 598	+ 26 070	+ 41 852	+ 208 520	+7.7%	11
West Tamar	- 122 608	+ 66 481	- 22 234	- 78 361	-1.4%	24
Net Redistribution	+1 553 623	+4 136 071	+6 177 005	+11 353 343		

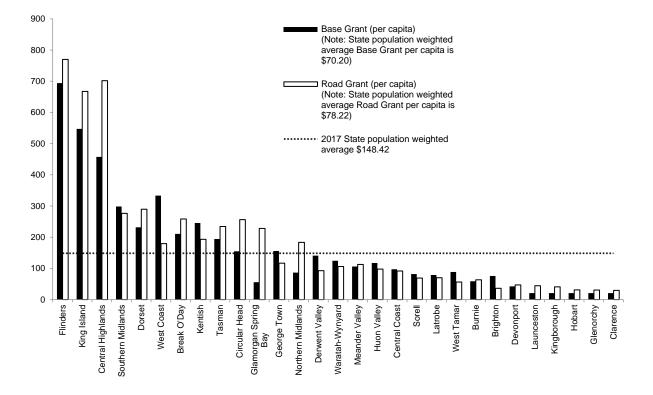
	Urban		Rui		
Council	Sealed	Unsealed	Sealed	Unsealed	Total Tonne/km
Break O'Day	108 874	4 598	3 254 903	966 544	4 334 919
Brighton	1 360 767	0	103 544	6 378	1 470 689
Burnie	1 445 103	225	3 338 979	220 264	5 004 571
Central Coast	2 082 328	757	4 239 581	70 029	6 392 695
Central Highlands	64 786	0	531 266	1 375 717	1 971 769
Circular Head	3 022 776	3	22 053 098	1 439 783	26 515 660
Clarence	2 522 053	1 093	30 435	8 923	2 562 504
Derwent Valley	1 035 800	10 134	2 747 510	2 180 887	5 974 331
Devonport	5 626 187	544	1 390 459	61	7 017 251
Dorset	452 570	13 997	7 573 337	4 413 980	12 453 884
Flinders	0	0	501 362	226 896	728 258
George Town	392 131	0	2 411 613	76 213	2 879 957
Glamorgan Spring Bay	24 324	0	28 448	3 376	56 148
Glenorchy	2 325 314	0	30 359	0	2 355 673
Hobart	5 130 171	0	6 626	0	5 136 797
Huon Valley	301 669	1 669	1 135 102	2 390 414	3 828 854
Kentish	785 530	0	2 570 838	1 883 814	5 240 182
King Island	38 594	9 423	547 341	909 862	1 505 220
Kingborough	383 186	37 466	349 717	71 178	841 547
Latrobe	94 580	0	1 123 350	44 102	1 262 032
Launceston	10 907 936	2 305	1 746 377	2 150 134	14 806 752
Meander Valley	771 895	41	3 710 886	38 475	4 521 297
Northern Midlands	1 110 318	142	4 902 398	611 925	6 624 783
Sorell	222 373	2 817	297 979	695 716	1 218 885
Southern Midlands	102 186	0	531 328	401 598	1 035 112
Tasman	91 353	38 446	493 888	217 013	840 700
Waratah-Wynyard	2 099 573	18	3 411 873	952 242	6 463 706
West Coast	129 947	5 257	1 709	3 348	140 261
West Tamar	494 931	9 663	1 698 122	66 112	2 268 828
Total	43 127 255	138 598	70 762 428	21 424 984	135 453 265

TABLE 16 TASMANIAN FREIGHT SURVEY RESULTS: 2016-17 SURVEY

Source: 2016-17 Tasmanian Freight Survey - conducted by Department of State Growth.

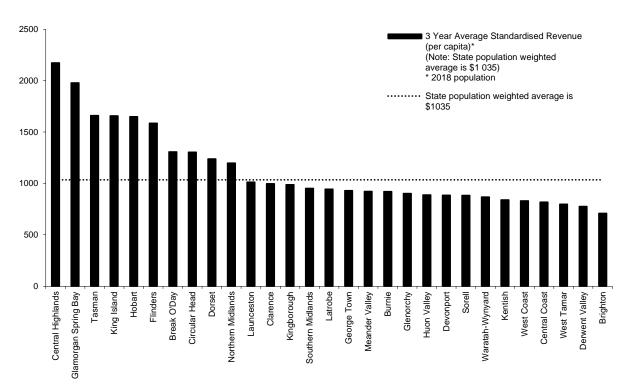
Freight task reflects freight task as tonne-KM broken down by Local Government Area and Road Category. Urban Boundary is defined using the ABS Urban Centre and Locality definition.

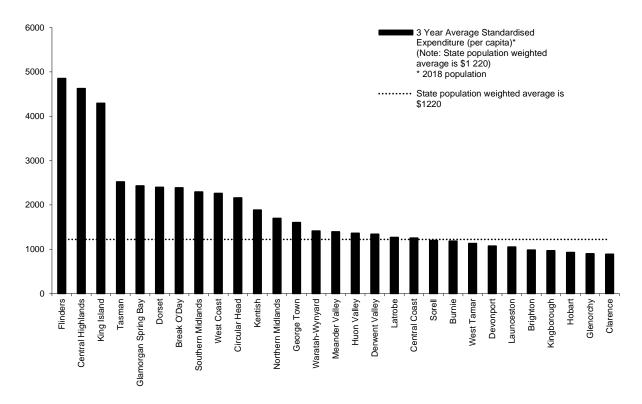
Roads in locations where the population is greater than 200 are classified for this purpose as Urban.



GRAPH I 2018-19 BASE GRANT AND ROAD GRANT

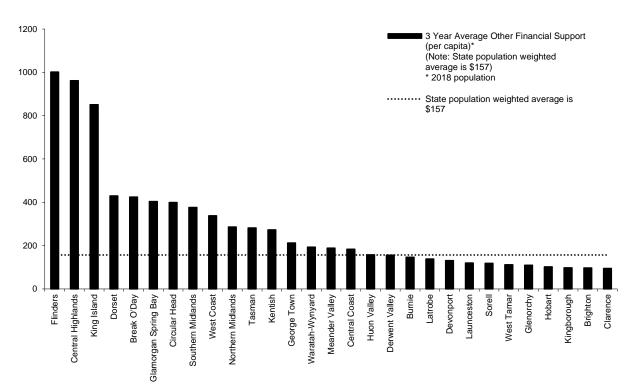


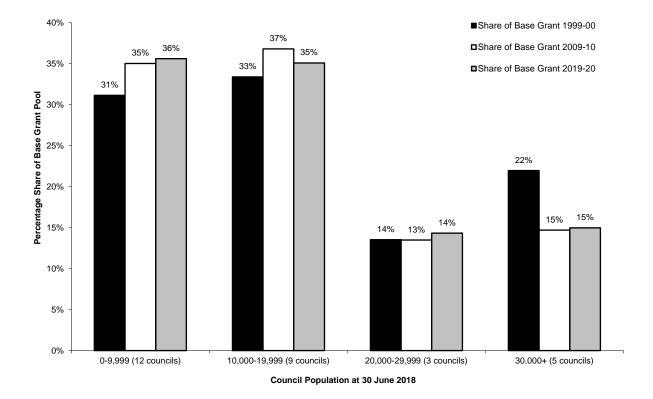




GRAPH 3 STANDARDISED EXPENDITURE

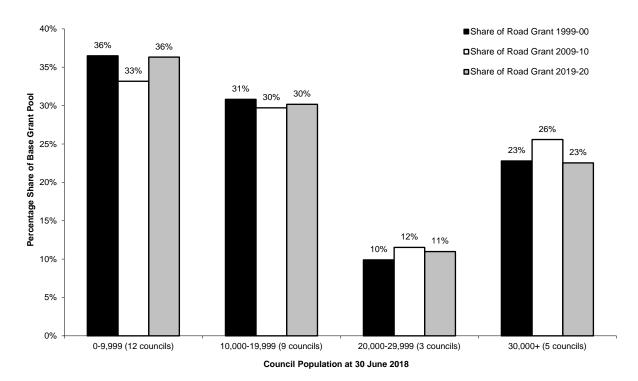
GRAPH 4 OTHER FINANCIAL SUPPORT

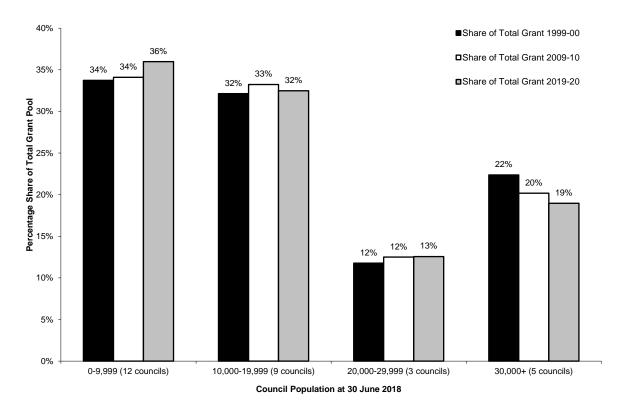




GRAPH 5 SHARE OF BASE GRANT POOL BY POPULATION

GRAPH 6 SHARE OF ROAD GRANT POOL BY POPULATION





GRAPH 7 SHARE OF TOTAL GRANT POOL BY POPULATION



State Grants Commission

21 Murray Street HOBART TAS 7000

Fax:

Phone: 03 6166 4274 03 6173 0219

Visit: https://www.treasury.tas.gov.au/state-grantscommission



Westerway Primary School will be celebrating its 100th anniversary on Saturday, 29 February 2020.

All past and present students, staff and parents are invited to the celebrations at the school from 10am - 3pm.

Come along and help celebrate the amazing stories and achievements that have carried our school through 100 years of learning together.

100 year celebration attractions at Westerway Primary School include:

Brighton Vintage Car Club	Draught horse / cart rides
History trail	Inland Fisheries
Parks display	Railway display
Sustainable Timber Tasmania	TASSAL
Maydena Bike Park	Hydro Tasmania
Wood chopping	Oral histories
Historical farming practices	Historical photograph displays
Bee Keeping	Tractors
Hop Picking	PCYC
Junior Fire Brigade	Shearing
Black Smith	D'FAT
Salvation Army	

Other events for the day in other locations around Westerway include:

- Westerway Raspberry Farm: Berry Festival / Sally Wise colonial cooking demonstration / Black Mountain Gourmet
 - Westerway Roadhouse historical photograph display
 - Old time dance at Hall
- We are teaming up with local businesses on the day who will provide food. These include the Possum Shed, Raspberry Farm, Aussie Bob's Fish and Chips, and Westerway Roadhouse

Lease

Details

Parties	Lessor, Lessee		
Lessor	Name	The person or organisation referrerd to in Item 1 of the Second Schedule ("Lessor")	
Lessee	Name	The Honourable Jeremy Page Rockliff being and as the Minister for the time being for the State of Tasmania administering the <i>Education Act</i> <u>1994-2016 (</u> "Lessee")	
	Address	C/- Letitia House, Olinda Grove, Mt Nelson, Tasmania, 7007	
	Telephone	(03) 6165 6328	
	Fax <u>Email</u>	(03) 6233 2437 <u>facpropertyservices@education.tas.gov.</u> au	Formatted: Underline, Font color: Custom Color(RGB(0,51,204))
	Attention	Asset <u>Management &</u> Planning <u>ManagerCoordinator</u>	
Recitals	A The Lesso of the Pren	or is the registered proprietor of the fee simple nises.	
		or has agreed to grant the Lessee a lease of the apon the following terms.	
		ee will take a lease of the Premises from the the following terms.	
Date of agreement	See Signing page		- -

General terms

1 Interpretation

1.1 Definitions

In this Lease unless the contrary is expressed or the context requires otherwise:

"Business Day" means any day on which the banks are open for business in Hobart;

"Commencement Date" means the date set out at Item 2 of the Second Schedule;

"Consumer Price Index or CPI" means:

- (a) the Consumer Price Index for Hobart (All Groups) published from time to time by the Australian Bureau of Statistics; or
- (b) in the event that there is any suspension or discontinuance in the publication of the Consumer Price Index then the Consumer Price Index means, until publication of the Consumer Price Index is resumed, some other index reflecting fluctuations in the cost of living in Hobart determined by the Australian Statistician or another index which the parties agreed upon;

"Lease" or "this Lease" means this lease and all schedules and annexures to this Lease;

"Lessee" means the Crown in Right of Tasmania represented by the Department of Education and where the context permits the employees agents contractors and invitees of the Lessee;

"Lessor" means the Lessor and where the context permits the employees agents contractors and invitees of the Central Highland Council;

"Minister" means the Minister administering the *Education Act* 1994 2016 and his successors in office;

"**Permitted Purpose**" means the purpose set out at Item 3 of the Second Schedule and all reasonably necessary ancillary purposes;

"**Premises**" means the land described in Item 4 of the Second Schedule and includes all buildings, structures, facilities and services on it;

"Rent" means the rent referred to in clause 3;

"Self-insure pursuant to clause 9.1" means that the Crown will fund any claim for which liability is accepted from the Tasmanian Risk Fund;

"Term" means:

Bothwell Library

- (c) the period set out in Item 5 of the Second Schedule; and
- (d) when applicable, includes the period of each extension or further lease granted under this Lease.

1.2 Interpretation

In this Lease, unless the context precludes it:

- (e) the singular includes plural and the plural includes the singular;
- (f) a reference to a gender includes reference to each other gender;
- (g) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (h) a reference to a statute, regulation or provision of a statute or regulation ("statutory regulation") includes a reference to:
 - (i) that statutory provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that statutory provision;
- (i) the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;
- (j) a reference to anything includes a part of it;
- (k) a reference to writing includes a reference to printing, typing and each other method of producing words in visible form;
- (l) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (m) headings are for convenience only and are to be ignored in construing it;
- (n) if a party consists of more than one person, then this agreement binds all or any two or more of them jointly, and each of them severally;
- (o) it binds, in addition to the parties, their respective legal personal representatives and successors;
- (p) if a day appointed for the payment of money or the performance of an act, falls on a day which is not a Business Day, then the day for the payment of that money or the performance of that act will, instead, be the Business Day immediately following the appointed day;

(q)	if a schedule or annexure is inconsistent with any clauses after and
	including clause 3 of the General Terms, then those clauses will
	take precedence.

2 Grant of Lease

2.1 Lessor grants Lease

The Lessor grants to the Lessee, and the Lessee accepts, a lease of the Premises for the Term from the Commencement Date.

2.2 First further term

The Lessor will:

- (a) on the written request of the Lessee made not less than three (3) calendar months before the expiration of this Lease; and
- (b) if there is not, at the time of the request, an existing breach of any of the Lessee's covenants;

grant to the Lessee a first further term as set out at Item 6 of the Second Schedule to commence at the expiration of the lease term granted under clause 2.1 at the commencing rent as calculated in accordance with Item 8 of the Second Schedule and on the same terms contained in this Lease.

2.3 Second further term

The Lessor will:

- (a) on the written request of the Lessee made not less than three (3) calendar months before the expiration of this Lease;
- (b) if there is not, at the time of the request, an existing breach of any of the Lessee's covenants; and
- (c) a first further term has been granted to the Lessee under clause 2.2

grant to the Lessee a second further term as set out at Item 6 of the Second Schedule to commence on the expiration of the first further term at the commencing rent as calculated in accordance with Item 8 of the Second Schedule and on the same terms contained in this Lease but will not include any option to renew for a further term.

The Lessor grants to the Lessee, and the Lessee accepts, a lease of the Premises for the Term from the Commencement Date.

2.2 Option to renew

The Lessor must:

(a) on the written request of the Lessee made not less than three (3) calendar months before the expiration of this Lease; and

(b) if there is not, at the time of making such request, any existing breach of any of the Lessee's covenants;

grant to the Lessee a further term as set out in Item 6 of the Second Schedule on the same terms contained in this Lease except for this clause 2.2 at a Rent to be agreed to between the parties.

2.32.4 Determination of further term Rentrent

If the parties cannot agree on a rent under clause 2.2, then the Rent will be determined in accordance with clause 3.2The Commencing Rent and reviews of Rent for any periods of Further Lease granted under this Lease will be determined in accordance with clause 3.2.

3 Rent

3.1 Rent

- (c)(a) In consideration of the grant of the Lease, the Lessee agrees to pay to the Lessor the Rent which amount is exclusive of GST.
- (d) Due to site works undertaken by the Department of Education on behalf of Bothwell Library the rent will remain the same as the term 12/11/2014 to 11/11/2015.
- (e)(b) The annual rent amount to apply as at the Commencement Date Rent per annum is in the amount of three-<u>Three</u> thousand-<u>Thousand</u> three <u>Six hundred</u> <u>Hundred</u> and twenty <u>Fifty Five</u> dollars (\$3,320.003,655.00) in advance excluding GST to be paid in advance -within 30 days of issue of a taxable invoice.

3.2 Rent review

The Rent will be reviewed on each anniversary of the Commencement Date (the **Review Date**) and increased by an amount equal to the Rent payable immediately before the Review Date multiplied by a fraction of which the:

- (f)(a) numerator is the C.P.I. for the quarter last published immediately before the Review Date; and
 - (g)(b)_denominator is the C.P.I. for the quarter published one year before that date.

3.3 Commencement date for payment of reviewed Rent

Any new Rent determined in accordance with this clause 3 is payable from the relevant Review Date.

3.4 Ratchet clause

Any new Rent resulting from a review must not be less than that for the previous review period.

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4 Goods and Services Tax

4.1 GST exclusive

Subject to any other provision of this Lease expressing contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

4.2 Tax invoice

A party making a taxable supply under this Lease must give the recipient a tax invoice for the taxable supply when that supply is made.

4.3 Defined terms in GST Act apply

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

5 Lessee's covenants

5.1 Covenants

The Lessee covenants with the Lessor as follows:

- (a) to pay the Rent as required by clause 3;
- (b) to pay all charges for metered water and sewerage, electricity, metered gas, telephone and data services used by the Lessee on the Premises;
- (c) to use the Premises only for the Permitted Purpose;
- (d) to punctually comply with the requirements of all notices received from the Lessor, or its duly authorised agents, relating to the Lessee's obligations under this Lease;
- (e) to punctually comply with the requirements of:
 - (i) all notices received from any Health, Police, Municipal, Fire, or other authority with respect to the Premises; and
 - (ii) all laws, by-laws, regulations and other requirements of Federal, State, or local authority which affect the Premises in any way;
- (f) to keep the Premises in a clean and tidy condition;
- (g) to keep all buildings and other structures forming part of the Premises in good repair (fair wear and tear and damage by fire, storm and tempest excepted) and in a safe state and condition for everyone who enters the Premises, but the Lessee is not obliged to

repair the main walls and the roof of the Premises or to do any work of a structural nature, unless the need for the repair work is caused by either:

- (i) the act, neglect or default of the Lessee; or
- (ii) the Lessee's use or occupancy of the Premises;
- (h) to act co-operatively with and in good faith and provide allreasonable assistance to the Lessor in ensuring all relevant obligations under the *Building Act 2016* and the *Building Regulations 2016* (if any) including in respect of the Lessor carrying out of any and all necessary maintenance and testing of essential safety and health features and essential safety and health measures and the display of statements and certificates are met in respect of the Premises at all times during the Term;

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- (h)(i) to give the Lessor immediate written notice of any damage or defect to the Premises;
- (i)(j) to permit the Lessor, or the Lessor's agents, with or without workmen, to enter upon the Premises at all reasonable times to view their condition and state of repair;
- (j)(k) to keep the Premises free from vermin, noxious weeds and fire hazards;
- (k)(1) not to make any alterations, or erect buildings or structures on the Premises without obtaining the Lessor's prior written consent;
- (<u>h)(m)</u> not to do, or permit to be done on the Premises anything which, in the Lessor's opinion, is or may become a nuisance or annoyance to an occupier of an adjoining property;
- (m)(n) not to permit any activity on the Premises that is not authorised under this Lease without obtaining the Lessor's prior written consent;
- (n)(o) not to mortgage, charge, encumber, assign, sub-let, or part with possession of the Premises or any part of the Premises without obtaining the Lessor's prior written consent;
- (o)(p) not to permit, or suffer to be done, any act, matter or thing as a result of which:
 - (i) any insurance policy may become vitiated or rendered void or voidable; or
 - (ii) any rate or premium of any policy is liable to be increased; or
 - (iii) the Lessor is put at risk;

- (p)(q)_not to keep any explosive or combustible substances in or about the Premises;
- (q)(r) not to fit any plate or sign on the Premises, except of a size and pattern and in a position, which is approved of in writing by the Lessor;
- (r)(s) at the expiration or sooner determination of this Lease, to remove from the Premises all signs, names, advertisements or notices erected, painted or exhibited upon or within the Premises and make good any damage caused by reason of their removal; and
- (s)(t) at the expiration or sooner determination of this Lease, to deliver the Premises to the Lessor in a condition consistent with the Lessee's covenants. The Lessee has the right to remove the Lessee's fixtures and fittings, if the Lessee makes good all damage caused by their removal. The Lessee acknowledges that the Lessee has no right to compensation for any Lessee's improvements to the Premises.

The Lessee acknowledges that all Lessee's fixtures and fittings, remaining on the Premises without the Lessor's consent, following the expiration or sooner determination of the Term, at the Lessor's discretion may either:

- (i) become the property of the Lessor without compensation to the Lessee; or
- be removed from the Premises at the Lessee's cost and disposed of by the Lessor without reference or liability to the Lessee.

5.2 Notice to repair

Upon receipt of notice from the Lessor or any Federal, State, or local authority, the Lessee must repair, or otherwise make good, all defects and lack of repair which are the responsibility of the Lessee under this Lease. If the Lessee fails to comply with a notice given under this sub-clause, then the Lessor, or the Lessor's agents, may, but are not bound to, undertake the required repairs and the Lessee must pay to the Lessor, on demand, all moneys expended by the Lessor to undertake works that are the Lessee's responsibility under this Lease.

6 Lessor's covenants

The Lessor covenants with the Lessee as follows:

- (a) to pay all rates and taxes assessed against the Premises;
- (b) subject to the Lessee's obligations under this Lease, to maintain the Premises in good repair and condition and to remedy any structural defects with respect to the buildings on the Premises, if those structural defects are required for the stability or safety of the

buildings on the Premises, within thirty (30) Business Days of written notice from the Lessee or to commence the required repairs within thirty (30) Business Days depending on the nature of the repairs;

(c) that if the Lessee pays the Rent and observes and performs all the covenants, stipulations, agreements and conditions on the Lessee's part contained in this Lease, then the Lessor will permit the Lessee to quietly and exclusively use and enjoy the Premises during the Term without any disturbance by the Lessor or any person claiming through the Lessor.

7 Special provisions

The special provisions in the First Schedule are part of this Lease and bind the parties according to their tenor.

8 Liability and Indemnity

8.1 Liability of parties

The liability of the parties in respect of or arising from the Lease of the Premises is as follows:

- (a) the Crown is responsible for all liability which may arise, including personal injury or death, property damage or economic loss, to the extent that such liability is attributable to a wrongful (including negligent) act or omission of the Crown, its employees, agents or sub-contractors;
- (b) the Council is responsible for:
 - (i) the provision of workers compensation to cover the employees of the Council; and
 - (ii) all legal liability which may arise, other than the Crown's liability arising pursuant to clause 8.1(a), to the extent that such liability is attributable to a wrongful (including negligent) act or omission of the Council, its employees, agents or sub-contractors.

8.2 Crown indemnifies Council for third party risk

The Crown indemnifies the Council against all present and future legal liability, claims, or proceedings in respect of or arising from the Lease of the Premises for:

- (a) personal injury to, or death of a third party;
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party;

arising from, or attributable to a wrongful (including negligent) act or omission of the Crown or the Crown's employees, agents or subcontractors.

8.3 Waiver of rights of recovery from the Council

The Crown waives all present and future rights to claim against the Council in respect of or arising from the Lease of the Premises for:

- (a) personal injury to, or death of, an employee, servant or agent of the Crown;
- (b) either or both loss of, or damage to, any of the Crown's property; and
- (c) financial loss to the Crown;

arising from, or attributable to a wrongful (including negligent) act or omission of the Crown or the Crown's employees, agents or subcontractors.

8.4 Nature of indemnities and waiver

The indemnities and waiver in these clauses 8.2 and 8.3:

- (a) do not extend to liability caused by the Council's wrongful (including negligent) act or omission;
- (b) are continuing obligations of the Crown separate and independent from any other obligations; and
- (c) survive the termination of this Lease.

8.5 When clause 8.1(a) and 8.2 have no legal effect

So far as they relate to an act or omission of an agent or sub-contractor of the Crown, clause 8.1(a) and 8.2 have no legal effect if the Crown can show that it took all reasonable and prudent precautions to ensure that the agent or sub-contractor held effective insurance against the risks described in clauses 8.1(a) and 8.2, from a reputable insurer lawfully carrying on insurance business in Australia, at all times while the agent or sub-contractor was on the Premises or occupying or using the Premises.

8.6 Council indemnifies Crown for third party risk

The Council indemnifies the Crown against all present and future legal liability, claims, or proceedings in respect of or arising from the Lease of the Premises for:

- (a) personal injury to, or death of a third party;
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party;

arising from, or attributable to a wrongful (including negligent) act or omission of the Council or the Council's employees, agents or subcontractors.

8.7 Waiver of rights of recovery from the Crown

The Council waives all present and future rights to claim against the Crown in respect of or arising from the Lease of the Premises for:

- (a) personal injury to, or death of, an employee, servant or agent of the Council;
- (b) either or both loss of, or damage to, any of the Council's property; and
- (c) financial loss to the Council;

arising from, or attributable to a wrongful (including negligent) act or omission of the Council or the Council's employees, agents or subcontractors.

8.8 Nature of indemnities and waiver

The indemnities and waiver in clauses 8.6 and 8.7:

- (a) do not extend to liability caused by the Crown's wrongful (including negligent) act or omission;
- (b) are continuing obligations of the Council separate and independent from any other obligations; and
- (c) survive the termination of this Lease.

8.9 When clause 8.1 (b) (ii) and 8.6 has no legal effect

So far as they relate to an act or omission of an agent or sub-contractor of the Council, clause 8.1 (b) (ii) and 8.6 has no legal effect if the Council can show that it took all reasonable and prudent precautions to ensure that the agent or sub-contractor held effective insurance against the risks described in clause 8.1 (b) (ii) and 8.6, from a reputable insurer lawfully carrying on insurance business in Australia, at all times while the agent or sub-contractor was on the premises or occupying or using the premises.

9 Insurance

9.1 Crown to insure

The Crown must either self-insure or hold and keep current throughout the term of this Lease, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying Crown's liability for:

(i) personal injury to, or death of, a third party; and

(ii) either or both loss of, or damage to, the property of a third party;

for at least \$20,000,000 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Council reasonably determines.

The liability to be insured against under this clause is liability arising from, or attributable to, the Crown's occupation or use of the Premises by the Crown pursuant to clause 5.1, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Crown or the Crown's employees, agents or sub-contractors.

9.2 Council to be insured

Insurance under clause 9.1 must name Central Highlands Council as principal under the insurance contract.

9.3 Crown to notify Council

The Crown must notify the Council in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 9.1, lapses, is cancelled or is materially altered; or
- (b) if the Crown claims, or becomes entitled to claim, under such an insurance contract for something related to the Premises.

9.4 Evidence of insurance

The Crown must give the Council evidence of:

- (a) the terms of; and
- (b) payment of the premium for;

each insurance contract taken out under clause 9.1,

- (c) before the Crown exercises rights under this Lease; and
- (d) before each due date for renewal of each such insurance contract.

9.5 Council may insure

If the Crown fails to take out or renew each insurance contract required to be taken out under clause 9.1, then without being obliged to do so, the Council may:

- (a) take out or renew an insurance contract that the Crown does not hold or has not renewed; and
- (b) pay any unpaid premium.

The Crown must pay to the Council, on demand, all costs that the Council incurs to do that, and interest on those costs, at the rate of ten percent per year, from the date of outlay to the date of payment.

9.6 Crown not to prejudice insurance

The Crown must not do anything that may result in insurance taken out under clause 9.1, any part of it, becoming invalid or unenforceable.

9.7 When clause 9.1 has no legal effect

So far as it relates to an act or omission of an agent or sub-contractor of the Crown, clause 9.1 has no legal effect if the Crown can show that it took all reasonable and prudent precautions to ensure that the agent or sub-contractor held effective insurance against the risks described in clause 9.1, from a reputable insurer lawfully carrying on insurance business in Australia, at all times while the agent or sub-contractor was on the Premises or occupying or using the Premises.

9.8 Where Lessee is the Crown

The Council acknowledges that for so long as the Lessee is the Crown in Right of Tasmania or an instrumentality or statutory body of the Crown in Right of Tasmania the Crown is not required to take out the contracts of insurance nor comply with the associated requirements referred to in this clause 9.2 and the Lessee may cover its own risk in which case the Council will rely on the indemnities contained in clause 8.

9.9 Council to Insure

- (a) The Council must take out and maintain insurance policies with a reputable insurance office to cover;
 - damage to the Council's property for the full reinstatement and replacement value (including costs for consultants' fees removal of debris demolition site clearance and other incidental expenses); and
 - (ii) public liability for liability for bodily injury or property damage arising from the Council's ownership of the property for an amount of not less then than Twenty Million Dollars (\$20,000,000.00) for each individual claim (it being acknowledged that so far as it relates to an act or omission of an agent or sub-contractor of the Lessee this subclause (ii) has no legal effect if the Lessee can show that it took all reasonable and prudent precautions to ensure that the agent or sub-contractor held effective public liability insurance from a reputable insurer lawfully carrying on insurance business in Australia at all times while the agent or subcontractor was on the property).

(b) The Council must supply the Crown with confirmation of the insurance policies referred to in clause 9.9(a) at any time when the Crown reasonably requests.

10 Damage

Except for any damage caused to the Premises arising from or attributable to the occupation or use of the Premises by the Crown pursuant to clause 5.1 the Council is responsible for any damage caused to the Premises, to the extent that the damage or loss is caused by a wrongful (including negligent) act or omission of the Council. The Crown is responsible for any damage caused to the Premises arising from or attributable to the occupation or use of the Premises by the Crown pursuant to clause 5.1 to the extent that the damage or loss is caused by a wrongful (including negligent) act or omission of the Crown pursuant to clause 5.1 to the extent that the damage or loss is caused by a wrongful (including negligent) act or omission of the Crown.

11 Damage to Premises

11.1 Abatement of Rent

If, during the Term:

- (a) a natural disaster or other event occurs which is beyond the reasonable control of the Lessee; and
- (b) as a result, the Premises are wholly or partly destroyed or damaged; and
- (c) as a result of the destruction or damage, the Lessee is not able to conduct its business on the Premises in a reasonable manner;

then the Lessee's obligations under clause 3 to pay Rent will abate to an extent proportional to the effect on the Lessee's use of the Premises for the Permitted Purpose until the Premises are reinstated or restored to a condition in which the Lessee is able to conduct its business on the Premises in a reasonable manner.

11.2 Proceeds of insurance

The Lessor is under no obligation to use proceeds of any insurances on the repair or rebuild the Premises.

11.3 Reinstatement works

The Lessor is under no obligation -to reinstate or rebuilding the building, structures or facilities on the Premise if- any damage or destruction has occurred to them.

11.4 Dispute

Any dispute arising out of the provisions of this clause will be resolved under the provisions of clause 19.

11.5 Termination

If, one (1) month after damage or destruction referred to in clause 11.1 has occurred, the Premises have not been reconstructed or restored to a condition reasonably suitable for use for the Permitted Purpose, then either the Lessor or the Lessee may give written notice to the other party of their intention to terminate this Lease. This Lease will then terminate one (1) month after the date of the notice given.

12 Termination of Lease

12.1 Lessor's right on default

If:

- (a) the Rent, or any part of it, is in arrears for a period of ten (10) Business Days after it has become due, whether formal demand has been made or not; or
- (b) there is a breach of any of the Lessee's covenants contained or implied in this Lease which the Lessee fails to rectify, or commence action to rectify, within ten (10) Business Days of notice being given by the Lessor;

then it will be lawful for the Lessor to either:

- (a) terminate this Lease by written notice, in which case the Term will cease when the Lessee receives the notice, but without prejudice to any action, suit or other remedy of the Lessor for arrears of Rent, or any other money owing, or in respect of any other antecedent breach of covenant; or
- (b) proceed by appropriate court action or actions to enforce performance by the Lessee of the applicable covenants and terms of this Lease, or to recover damages for the breach.

12.2 Lessee's right on default

If there is a breach of any of the Lessor's covenants contained or implied in this Lease which the Lessor fails to rectify or commence action to rectify within ten (10) Business Days of notice being given by the Lessee then it will be lawful for the Lessee to:

(a) terminate this Lease by written notice in which case the Term will cease when the Lessor receives the notice, but without prejudice to any action suit or other remedy of the Lessee for or in respect of any antecedent breach of covenant; or (b) proceed by appropriate court action or actions to enforce performance by the Lessor of the applicable covenants and terms of this Lease or to recover damages for the breach.

12.3 Damages on termination

If this Lease is terminated or forfeited pursuant to clause 11.1 or 11.2, that breach is taken to be a breach of an essential term of this Lease and entitles a party to recover from the breaching party any damage flowing from the breach or from the termination or forfeiture.

13 Holding over

If the Lessee continues in possession of the Premises after the expiration of the Term, then the Lessee will hold the Premises from the Lessor as a tenant from month to month, at the same Rent as is then payable under this Lease calculated on a monthly basis, or any other Rent that is agreed upon from time to time. That Rent must be paid in advance and upon the terms and conditions of this Lease so far as they are applicable to a monthly tenancy. The monthly tenancy may be terminated by not less than one (1) month's written notice expiring at any time.

14 Notices

14.1 How to give a notice

A notice demand consent or other communication to be given or made under this Lease is taken to have been duly given or made when:

- (c) hand delivered in writing; or
- (d) sent by prepaid post; or
- (e) sent by facsimile transmission from a facsimile machine that produces a print out of the time date and uninterrupted transmission record of sending the notice (to the listed facsimile number);
- (f) given electronically by email;

to the party to which the notice claim consent or other communication is required or permitted to be given or made under this Lease at the address details given in the Details section of this Lease or such other address as is notified by one party to the other from time to time.

14.2 How to serve a notice

A notice demand consent or other communication is taken to have been duly served:

- (g) if hand delivered when delivered;
- (h) if sent by prepaid post on the third Business Day after the date of posting;
- (i) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time date and uninterrupted transmission

		record of sending the notice) upon completion of sending if completion is prior to the close of ordinary business hours in the place where the recipient's facsimile machine is located but if not then at 9.00 am. on the next Business Day in that place;			
	<u>(j)</u>	if sent by email to the email address of the recipient then when the email message enters an information system accessible to the recipient.			
	A notice, claim, consent or other communication to be given under this Lease is taken to have been duly given or made when:				
	(a)	hand delivered in writing; or			
	(a)	sent by prepaid post; or			
	(b) —	sent by facsimile transmission from a facsimile machine which produces a print out of the time, date and uninterrupted transmission record of the sending notice (to the listed facsimile number);			
	to be	e party to which the notice, claim or consent is required or permitted given or made under this Lease, at the addresses set out at Item 9 of econd Schedule.			
14.2	How	to serve a notice			
		tice, demand, consent or other communication is taken to have been served:			
	(a)	if hand delivered, when delivered;			
	(a)	if sent by prepaid post, on the third Business Day after the date of posting;			
	(a)	if sent by facsimile transmission upon completion of sending, if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am. on the next Business Day in that place.			
14.3	Who	can sign a notice			
		tice, demand, consent or other communication given or made under lease is sufficient if:			

- (a) in the case of the Lessor, it is under the hand of the Lessor, the Lessor's authorised agents or solicitors;
- (b) in the case of the Lessee, it is under the hand of the Lessee, the Lessee's authorised agents or solicitor.

14.4 Signatures

A printed or copied signature is sufficient for the purposes of sending a notice, demand, consent or other communication by facsimile machine.

17

15 Merger of rights

None of the terms or conditions of this Lease nor any act, matter or thing done under, or by virtue of, or in connection with this Lease, operates as a merger of any of the rights and remedies of the Lessor or the Lessee in or under this Lease, all of which continue in full force and effect.

16 Joint venture

Nothing contained in this Lease is to be construed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms and conditions only as provided in this Lease.

17 Waiver

No failure by a party to exercise, nor delay in exercising, a right, power or remedy operates as a waiver. A single or partial exercise of a right, power or remedy does not preclude any other, or further, exercise of that, or any other right, power or remedy. A waiver is neither valid, nor binding, on the party granting it, unless made in writing signed by the party to be bound by the waiver.

18 Exercise of powers

The parties may exercise any of their powers, authorities and discretions through their permanent officers or any other person, persons or corporation whom they appoint in writing for that purpose.

19 Dispute resolution

19.1 Management level discussions

If a dispute arises about a clause, or the rights and obligations of either party, then the parties must use all reasonable endeavors to settle the matter in dispute within five (5) Business Days of both parties becoming aware of the dispute. For the purpose of this clause, to assist in resolving a dispute at first instance, the matter in dispute must be discussed at management level.

19.2 Committee to resolve disputes

Failing satisfactory resolution of a dispute under clause 19.1, a committee consisting of:

- (a) a representative of the Lessor;
- (b) a representative of the Lessee; and
- (c) an independent third person appointed, at the request of either party, by the President of the Law Society of Tasmania (or its successor body) to act as mediator,

must be established to try to resolve the dispute.

19.3 Arbitration

If the parties fail to resolve a dispute under the terms of sub-clause 19.2, then the matter must be referred to arbitration in accordance with the provisions of the *Commercial Arbitration Act 2011*.

20 Severance

20.1 Reading down provisions

If a provision of this Lease is void or voidable or unenforceable, either by the Lessor or the Lessee, but would not be void or voidable or unenforceable if it were read down and is capable of being read down, it must be read down accordingly.

20.2 Severance

If, despite clause 20.1, a provision of this Lease is still void or voidable or unenforceable by either the Lessor or the Lessee, then:

- (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted, then that word or those words (as the case may be) are severed; and
- (b) in any other case, the whole provision is severed;

and the remainder of this Lease has full force and effect.

21 Jurisdiction and application of law

21.1 Law of Tasmania

This Lease is governed by the law of Tasmania and the parties submit to the jurisdiction of the Courts of Tasmania.

21.2 Proceedings issued under or about this Lease

Any proceedings issued under this Lease, must be instituted either:

- (a) in a Tasmanian Court; or
- (b) in the Federal Court, from the Tasmanian registry of that Court.

22 Rights cumulative

The rights and remedies, provided in this Lease, are cumulative and not exclusive of any rights or remedies provided by law.

23 Execution of lease

If this Lease is not executed prior to or on the Commencement Date and the Lessee is in occupation of the Premises from the Commencement Date then the parties will from the Commencement Date until the Lease is executed be in all respects bound by the terms covenants stipulations and conditions contained in this Lease as if this Lease had been duly and fully completed and executed by the Lessor and the Lessee prior to or on the Commencement Date.

24 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Lease or a schedule appendix annexure or attachment to it either party may publish all or any part of it without reference to the other.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cth).

Executed as a Lease.

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First Schedule

Special Provisions

Not Applicable

Second Schedule

Item Parti		Central Highlands Council		
	ABN:	30 472 494 899		
	Address:	Tarleton Street, Hamilton		
	Telephone: Facsimile:	(03) 6286 3202 (03) 6286 3334		Formatted: Space Before: 0 pt
	FacsimileEmail:	<u>council@centralhighlands.tas.gov.au</u> (03)	\sim	Formatted: Underline
		0200 5554	$\langle \rangle$	Formatted: Space Before: 0 pt Formatted: Highlight
Item Clau		12 November 2015 2019	$\langle \rangle$	Formatted: Font color: Custom Color(RGB(0,51,204)) Formatted: Font color: Custom
1.1				Color(RGB(0,51,204)), Highlight
Item Clau	1	Library and ancillary purposes	, ,	Formatted: Highlight
1.1 Item Clau 1.1		All that land situated at 19 Alexander Street, Bothwell in Tasmania of approximately 147m ² and for illustration purposes only, shown shaded in red on the attached plan marked "Plan A".		
Item Clau		A period of two-three (23) years		
Item	6 Period of Further			
Clau 2.2	se Lease	<u>Two (2) periods of three (3) years each</u> Two (2) years		
Item Clau 3.1		The annual rent amount to apply as at the Commencement Date is Three Thousand Six Hundred and Fifty Five dollars (\$3,655.00) excluding GST to be paid in advance and within 30 days of issue of a taxable invoice. Three thousand three hundred and twenty dollars (\$3,320.00) per year excluding GST, with the first payment to be made on the commencement date.		
Item	8 Rent Review	Indexed to CPI annually on each anniversary of the Commencement Date including any periods of Further Lease granted under this		
	Pothwall Library			

		LeaseAnnually, on the anniversary of the	
		Commencement Date starting.	
Item 9	Address for Notices of the Lessor		
		C/–General Manager	
		Central Highlands Council	
		PO Box 20	
		HAMILTON TAS 7140	
		Facsimile: (03) 6286 3334	
		Paesinine. (05) 0200 5554	
		Email: <u>council@centralhighlands.tas.gov.au</u>	Formatted: Font: (Default) Times New Roman, 12 pt, Underline, Font color: Custom Color(RGB(0,51,204))
	Address for Notices of the Lessee	Asset Management & Planning <u>Coordinator</u> C/-Asset Planning Manager Facility Services Department of Education <u>GPO Box 169</u> <u>HOBART TAS 7001</u> or "Letitia House", Olinda Grove MT NELSON TAS 7007 Exemption Energine	
		FacsimileEmail: facpropertyservices@education.tas.gov.au(03) 6233-2437	

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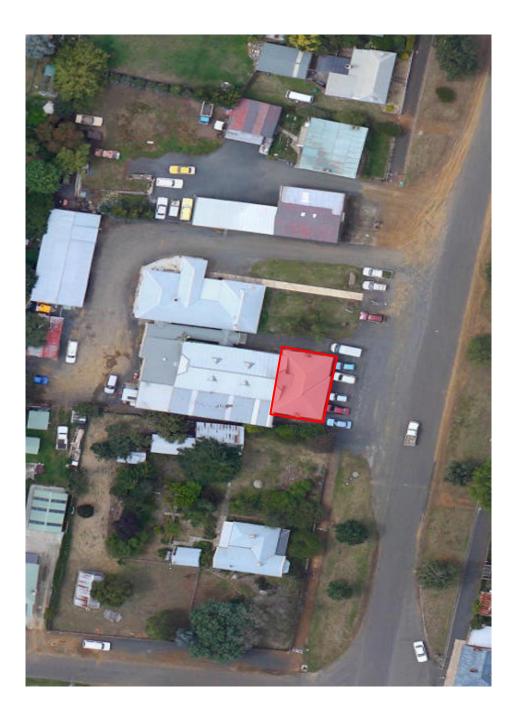
Signing page

	Dated:		2016 2020	
	The Common Seal of the Central Highlands Council was hereunto duly affixed in the presence of:)))		
	General Manager (Print Name)			
	General Manager Signature			
	Signed by [] in the presence of:))	Signature	
	Signature of witness			
	Name of witness (block letters)			
	Address of witness			
	Occupation			
	SIGNED by Todd Michael Williams being as Asset Planning ManagerDirector Facility Services of the Department of Education and being a duly authorised person in the presence of :)))	Asset Planning ManagerDirector Facility	Formatted: Font: Not Bold
ļ			<u>Services</u>	
	Signature of witness			
	Name of witness (block letters)			
	Address of witness			
	Occupation			
	Occupation			

Bothwell Library

24

Plan A





Lease

Dated

20162020

Central Highlands Council ("Lessor")

and

The Crown in Right of Tasmania ("Lessee")

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Weekend Information

Tasmanian Elected Members are invited to the 2020 Elected Members' Professional Development Weekend which will be held at City Park Grand Clarion, Launceston. The weekend is a valuable networking and professional development opportunity to assist Elected Members to make the most of their role in Local Government.

Registrations must be made at Eventbrite here <u>https://empdw2020.eventbrite.com.au</u> Costs are:

- Full 2-day Program & Dinner \$473 (GST incl.)
- Full 2-day Program (excluding dinner) \$374 (GST incl.)
- Day One only (includes Program & lunch) \$225.50 (GST incl.)
- Day Two only (includes Program & lunch) \$176 (GST incl.)
- Partner Attendance at Dinner \$99 (GST incl.)

NOTE: Prices do NOT include the cost of accommodation. The Bass Strait Subsidy is available on application.

Accommodation

For those requiring accommodation this must be booked direct with providers. LGAT has secured special rates at:

+ City Park Grand Clarion, 22 Tamar Street. Please quote LGAT80972. For bookings phone 6331 7633 or email <u>reception@cityparkgrand.com.au</u>.

- Deluxe Rooms \$152.00 or \$170.00 with cooked buffet breakfast
- Spa Rooms \$172.00 or \$190.00 with cooked buffet breakfast

+ The Sebel, 12-14 St John Street. For bookings phone 6333 7555 and advise guest is part of the Local Government Association of Tasmanian to receive the following rates:

- One bedroom superior suites \$165.00 per room, per night
- One bedroom deluxe suites \$185.00 per room, per night

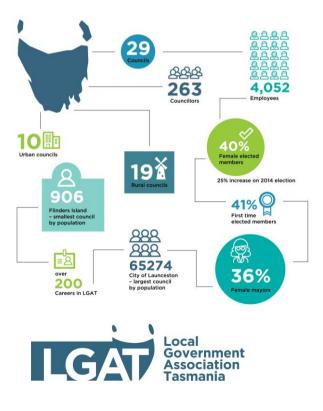
Dinner Information

Dinner will be held on Saturday 29 February, 7pm at the Sebel Bluestone Bar and Kitchen -Corner St John and Williams Streets, Launceston. Partners welcome but must book via Eventbrite link. Please advise dietaries when booking.

Elected Members' Professional Development Weekend

Supporting council leaders to deliver for their communities

Saturday 29 February – Sunday 1 March 2020 City Park Grand Clarion, Launceston – 22 Tamar Street



Program Outline Program Day One – Saturday, 29 February

10.15am	Registration & Morning Tea on arrival
10.30am	Welcome - Mayor Christina Holmdahl, LGAT President
10.35am	Resilience, Mental Health and Bullying OzHelp - Tracey Groomidge Being an Elected Member can be stressful with increasing workload, public scrutiny, criticism and online and offline bullying. As well, having to manage sometimes challenging relationships across a broad array of stakeholders. In this session on Resilience, Ozhelp will help participants identify factors that increase personal resilience, promote positive mental health and examine bullying.
12.35pm	Lunch
1.15pm	Understanding the Financial Reports of Local Governments CPA - Martin Thompson The workshop is based on CPA Australia's recently released A guide to understanding the financial reports of Local Governments, developed to assist a range of stakeholders, including Councillors, in better understanding the accounting and regulatory aspects of Local Government financial reporting. Presented by Martin Thompson CPA, Senior Partner with Findex, Local Government specialist and key contributor to the development of the Guide, this practical workshop will unpack the financial accountability documents produced by councils to assist Elected Members in their decision making and in fulfilling their effective stewardship and accountability.
3.15pm	Afternoon Tea
3.30pm	Conflict of Interest Integrity Commission – Mary Gutteridge The Integrity Commission will host a workshop on conflict of interest. This will include real-life scenarios, process and management strategies for making difficult decisions, and where to receive advice and support. Elected Members will have the opportunity to share their own experiences and workshop solutions.
5.00pm	Close Day One – CEO LGAT, Katrena Stephenson

Program Day Two – Sunday, 1 March

9.30am	Coffee on arrival
10.00am	Health and Safety Legislation for Councillors Edge Legal - <i>David Dilger</i>
	David will provide an overview of Councillors' legislative obligations across a range of health and safety issues including: bullying, sexual harassment, conflicts of interest breaches, victimisation and other legal claims.
11.00am	Local Government Division An update from the division and introducing Mr Craig Limkin Deputy Secretary Policy and Intergovernmental Relations, Department of Premier and Cabinet
11.45am	Morning Tea
12.00am	LGAT Policy Update and Question Time LGAT Policy Director - <i>Dion Lester</i>
12.50pm	Wrap up, Discussion, Close.
1.00pm	Lunch

Weekend Dinner

Saturday 29th February, 7pm The Sebel Bluestone Bar and Kitchen Corner St John and Williams Streets, Launceston.

UNORDINARY ADVENTURES

PROGRAM

TASMANIA

BACKGROUND

— The Unordinary Adventures program is a new Tourism Tasmania initiative that aims to encourage the regional dispersal of visitors on our Island and the contribution they make to our local communities. The program will also position Tasmania as a leading destination, to be placed firmly on our visitors' bucket lists. The Unordinary Adventures program will target visitors to Tasmania who will travel to pursue their passions. It will showcase our world-class experiences and allow for added breadth and depth to the overarching Tourism Tasmania marketing program. The program will be delivered in close partnership with industry, along with a shared approach to marketing our world-class destination.

— Our Unordinary Adventures can be enjoyed the world over. However, we believe there is no better place on earth to enjoy them than in Tasmania. Our unique Tasmanian hospitality and our stunning environment elevates these adventures to beyond just ordinary. Enthusiasts that come to Tasmania for golf, fly fishing, walking or mountain biking will experience their passion in a way like never before. Unordinary Adventures speaks to this and our belief that enjoying the Tasmanian version of our visitors' passion will leave a profound and lasting impression on them.

Audience —

Tourism Tasmania's research shows customer needs are changing as visitors seek work-life balance to pursue their interests and create greater enjoyment and meaning in their lives. With greater wealth, mobility and access to destinations, there is an increase in the number of people travelling to pursue their interests as a primary driver of visiting a destination.

Overview —

These key special interest areas are experiences Tasmania offers that are world-class and have critical mass in terms of the experience offering. They target a sizeable audience segment to warrant specific marketing and may also be part of Tourism Australia's Signature Experience Program, to ensure greater reach and leverage globally.

This program will initially focus on four key special interest areas:

- —— Mountain Biking
- Fly Fishing
- Golf
- Walking

Strategic objectives —

- Position Tasmania as a world-class destination for special interest audiences.
- Leverage the special interest areas to promote Tasmania's broader destination appeal.
- Stimulate regional dispersal and repeat visitation.
- Strengthen collaboration between
 Tourism Tasmania and the tourism industry.

Strategic approach —

Tourism Tasmania will develop a marketing program that positions Tasmania as a premier destination with a world-class reputation for these special interest areas, putting Tasmania on the must see and do list. The marketing program will engage audiences who travel for their passions, while deepening the brand's appeal to drive visitor dispersal, growth and yield.

The program will include developing consumer insights, engagement and consultation with the tourism industry and working with our marketing partners to shape an innovative marketing program.



Blue Derby Mountain Bike Trails Sawtooth Lookout, Derby An explosion of new mountain biking trails has catapulted Tasmania to global world-class mountain biking status.

MOUNTAIN BIKING

The island's compact nature provides trails across varied landscapes, with undulating terrain and fast downhill rides to challenge even the most experienced riders. With Blue Derby in the north-east, Maydena Bike Park in the south, trails scattered throughout the regions and plenty of old school tracks on the west coast, it's fair to say Tasmania has mountain biking covered for mountain bikers of all levels. Added to the breadth of mountain biking trails, Tasmania has played host to the Enduro World Series at Blue Derby on two occasions, with the Detonate Trail 'Stage 2' voted best trail of the entire Enduro World Series 2019.

- Trails are built within Tasmanian wilderness, providing stunning scenery and landscapes as part of the experience.
- World-renowned trail design and quality.
- Many of Tasmania's mountain bike trails are located in quintessential Tasmanian country villages, offering a unique experience and providing a deep connection to an understanding of the landscape.

As wild trout fisheries become rarer and rarer around the world, Tasmania's self-sustaining wild trout stocks in wild places are delivering the thrill of the hunt fly fishers are chasing.

FLY FISHING

Tasmania's crystal waters bring the trout closer to the angler, making the fish clearly visible, but Tasmania's wild trout elude even the most experienced angler, testing both patience and stealth. Tasmania has earned a reputation for some of the best sight-fishing in the world and many fly fishers are visiting specifically for this reason. Tasmania will also host the 2019 World Fly Fishing Championships, the second time the State has played host to this event, proving the lakes, rivers and streams, and the wild trout dwelling within, provide the perfect environment to test the skills of the best fly fishers in the world.

- Arguably the purest strain of wild brown trout on earth.
- World-class sight-fishing.
- The genuine and unpretentious character of our fly fishing guides.

UNORDINARY ADVENTURES



UNORDINARY ADVENTURES

Cape Wickham Golf Course Wickham, King Island

Part

Many of Tasmania's golf courses offer dramatic coastal views. Built on rugged terrain, most are certainly not your average manicured course.

GOLF

Four of the top ten golf courses, as ranked by Australia's Top 100 Golf Courses in Golf Digest 2018, are in Tasmania. Cape Wickham is a worthy recipient sitting at No 3. This King Island course presents a rare and dramatic mix of coastal holes that lean gently towards the ocean, with the eleventh hole being positioned almost in the sea. Ocean Dunes, also on King Island, overlooks the Great Southern Ocean, with subtle rolling greens carved in the mould of Scotland's great links courses. On the main island, Barnbougle Dunes and Lost Farm have wide-open fairways and holes overlooking Bass Strait winding through coast and dunes, which offers golfers an unforgettable experience and connection to the landscape.

- The high number of top-ranked and world-class golf courses, which are also accessible to the general public.
- Golf courses designed and built around dramatic coastlines with undulating topography.
- The challenging conditions of playing golf in unpredictable Tasmanian weather (which makes it rewarding!).

Tasmania has long been a mecca for walkers, having received various accolades in recognition of its world-renowned walks within the Tasmanian World Heritage Wilderness Area.

WALKING

Tasmania's ancient landscapes and endemic flora and fauna, make Tasmania the ultimate bushwalking destination, and is how the state has earned a world-class reputation for bushwalking. Tasmania has multiple iconic multi-day walks, including The Overland Track in Cradle Mountain-Lake St Clair National Park, The Three Capes Walk in south-east Tasmania, and the recently opened wukalina walk in northeast Tasmania. Tasmania also has a plethora of other short and multi-day walks which also command national and global significance for their diverse landscapes, from glacial alpine mountain to beaches and coastal environments.

- Our collection of iconic walks, from multi-day through to short walks.
- Many trails are built within the 1.5 million hectares of the Tasmanian World Heritage Wilderness Area.
- Close and regular encounters with Tasmania's endemic wildlife.

UNORDINARY ADVENTURES



Overland Track, Barn Bluff Cradle Mountain-Lake St Clair National Park



IMAGE CREDITS:

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Queenstown, TAS Adam Gibson PAGE-04

Mountain Biking Flow Mountain Bike PAGE-07

Fly Fishing Samuel Shelley PAGE-08

Golf Andrew Wilson

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Walking Emilie Ristevski

