

# **AGENDA ATTACHMENTS**

18<sup>TH</sup> AUGUST 2020

ORDINARY COUNCIL MEETING

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# Central Highlands Council

## DRAFT MINUTES – ORDINARY MEETING – 21<sup>ST</sup> JULY 2020

### Draft Minutes of an Ordinary Meeting of Central Highlands Council at Hamilton Hall, on Tuesday 21<sup>st</sup> July 2020, 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 ACKNOWLEDGEMENT OF COUNTRY

#### 3.0 PRESENT

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer (attended at 9.10 a.m.), Cllr A Bailey, Cllr S Bowden (attended at 9.07 a.m.), Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Mrs Lyn Eyles (General Manager), Mr Adam Wilson (Deputy General Manager) and Mrs Katrina Brazendale (Minutes Secretary).

#### 4.0 APOLOGIES

Cllr J Poore

#### 5.0 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.

*Deputy Mayor J Allwright and Cllr A Campbell declared an interest in Item 17.4*

#### 6.0 CLOSED SESSION OF THE MEETING

**Moved:** Cllr J Honner

**Seconded:** Cllr 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

Item Number	Matter	Local Government (Meeting Procedures) Regulations 2015
1	Confirmation of the Minutes of the Closed Session of the Ordinary Meeting of Council held on 16 June 2020	Regulation 15 (2)(g) – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
2	General Manager's Report	Regulation 15 (2)(g) – information of a personal and

		confidential nature or information provided to Council on the condition it is kept confidential
3	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

*Mrs Katrina Brazendale left the meeting at 9.08 a.m.*

## 6.1 MOTION OUT OF CLOSED SESSION

**Moved:** Cllr J Honner

**Seconded:** Cllr R Cassidy

**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:

Item Number	Matter	Outcome
1	Confirmation of the Minutes of the Closed Session of the Ordinary Meeting of Council held on 16 June 2020	Minutes of the Closed Session of the Ordinary Meeting of Council held on 16 June 2020 were confirmed
2	General Manager's Report	The General Manager's Report was noted
3	Consideration of Matters for Disclosure to the Public	Matters were considered

**CARRIED**

**FOR the Motion:**

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

## OPEN MEETING TO PUBLIC

### 7.0 DEPUTATIONS

Mr R Sonners attended the meeting to discuss with Council the unavailability of phone service in the Pelham area

**Moved:** Cllr R Cassidy

**Seconded:** Cllr J Honner

**THAT** Item 16.4 be brought forward onto the agenda for discussions.

**CARRIED**

**FOR the Motion:**

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



## 8.0 MAYORAL COMMITMENTS

10 June 2020	Tele-Meeting with StateGrowth
10 June 2020	Business of Council
11 June 2020	Business of Council
15 June 2020	Business of Council
15 June 2020	Tele-meeting with Councillors
16 June 2020	Ordinary Council Meeting Bothwell
16 June 2020	StateGrowth Meeting
17 June 2020	Business of Council
18 June 2020	Business of Council
23 June 2020	Business of Council
23 June 2020	Ratepayer Tele-Meeting
23 June 2020	Ratepayer Tele-Meeting
24 June 2020	Business of Council
24 June 2020	Ratepayer Tele-Meeting
24 June 2020	Ratepayer Tele-Meeting
24 June 2020	Ratepayer Tele-Meeting
24 June 2020	Councillor Tele-Meeting
25 June 2020	LGAT Webinar Meeting
25 June 2020	Great Lake Community Centre Tele-Meeting
26 June 2020	Business of Council
29 June 2020	Sub Regional Brighton
30 June 2020	Business of Council
1 July 2020	Business of Council
2 July 2020	Business of Council
3 July 2020	Ratepayer Meeting
3 July 2020	NRM Tele-Meeting
5 July 2020	On-site Gretna Playground
9 July 2020	Business of Council
10 July 2020	Business of Council
10 July 2020	Ratepayer Meeting
13 July 2020	Business of Council
13 July 2020	Tele-Meeting with Councillor
14 July 2020	Planning Committee Meeting
14 July 2020	Meeting with Deputy Mayor and DES Manager
14 July 2020	Tele-meeting with Councillor

## 8.1 COUNCILLOR COMMITMENTS

### ***Clr A Campbell***

16 June 2020	Ordinary Council Meeting Bothwell
24 June 2020	HATCH meeting, Hamilton (Derwent Catchment Rooms)
25 June 2020	LGAT Webinar - Leading in a time of Pandemic
03 July 2020	Communications with Bothwell Resident
14 July 2020	Teleconference / Meeting with Mayor Triffitt

**Clr R Cassidy**

16 June 2020 Ordinary Council Meeting Bothwell  
 14 July 2020 Planning Committee Meeting

**Clr J Honner**

16 June 2020 Ordinary Council Meeting Bothwell

**Clr J Poore**

16 June 2020 Ordinary Council Meeting Bothwell  
 14 July 2020 Planning Committee Meeting

**STATUS REPORT COUNCILLORS**

Item No.	Meeting Date	Agenda Item	Task	Councillor Responsible	Current Status	Completed Date
1	18-Feb-20	12.1	Derwent Catchment Project - Strategic Plan for the development of Agriculture and Tourism	Deputy Mayor Allwright	On going to provide Council with updates each Council meeting	
2	18-Feb-20	16.3	AFLT Statewide Facilities Plan	Deputy Mayor Allwright	On going to provide Council with updates each Council meeting	
3	18-Feb-20	16.5	Cattle Hill Wind Farm Community Fund Committee	Mayor Triffitt, Clr Campbell & Clr Honner	On going to provide Council with updates each Council meeting	

**8.2 GENERAL MANAGER'S COMMITMENTS**

16 June 2020 Council Meeting  
 18 June 2020 MAV Insurance Webinar  
 23 June 2020 Interviews  
 25 June 2020 LGAT Webinar Covid 19  
 25 June 2020 VMR Meeting Izaak de Winter  
 25 June 2020 Teleconference GLCC Committee  
 29 June 2020 South Central Sub-Committee Meeting  
 30 June 2020 Meeting P Allwright & T Turale  
 2 July 2020 Meeting Loss Adjustor  
 6 July 2020 Webinar Minister Mark Shelton  
 7 July 2020 South Central Sub-Committee Meeting  
 14 July 2020 Planning Committee Meeting  
 14 July 2020 Zoom Meeting Michael Patterson, Mayor & DGM  
 14 July 2020 Meeting Brian Mitchell & Mayor  
 15 July 2020 Webinar LGAT

**8.3 DEPUTY GENERAL MANAGER'S COMMITMENTS**

16 June 2020 Ordinary Council Meeting  
 16 June 2020 Southern Region Social Recovery Committee Meeting  
 22 June 2020 Southern Region Social Recovery Committee Meeting  
 25 June 2020 Meeting with Mr Winter Chartered Accountant  
 25 June 2020 LGAT Webinar meeting - Leading in a time of a Pandemic  
 30 June 2020 Meeting with Health Action Team Central Highlands  
 14 July 2020 Southern Region Social Recovery Committee Meeting  
 15 July 2020 LGAT Webinar meeting - Creating a Contemporary Regulatory Environment

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## 9.0 NOTIFICATION OF COUNCIL WORKSHOPS HELD

Nil

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## 9.1 FUTURE WORKSHOPS

11<sup>th</sup> August 2020, Planning  
Integrity Commission workshop still to be scheduled

*Mr Adam Wilson (Deputy General Manager) and Mr Ron Sonners left the meeting at 11.02 a.m.*

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## 10.0 MAYORAL ANNOUNCEMENTS

The Mayor provided an update on the Vandalism that occurred on the 9<sup>th</sup> July 2020 at the Boat Ramp and property owned by – Hydro Tasmania

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## 11.0 MINUTES

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### 11.1 RECEIVAL DRAFT MINUTES ORDINARY MEETING

**Moved:** Clr J Honner

**Seconded:** Clr R Cassidy

**THAT** the Draft Minutes of the Open Council Meeting of Council held on Tuesday 16<sup>th</sup> June 2020 be received.

**CARRIED**

**FOR the Motion:**

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

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### 11.2 CONFIRMATION OF MINUTES ORDINARY MEETING

**Moved:** Clr J Honner

**Seconded:** Clr A W Bailey

**THAT** the Minutes of the Open Council Meeting of Council held on Tuesday 16<sup>th</sup> June 2020 be confirmed.

**CARRIED**

**FOR the Motion:**

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

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### 11.3 RECEIVAL DRAFT MINUTES PLANNING COMMITTEE MEETING

**Moved:** Deputy Mayor J Allwright

**Seconded:** Clr R Cassidy

**THAT** the Draft Minutes of the Planning Committee Meeting held on Tuesday 14<sup>th</sup> July 2020 be received.

**CARRIED**

**FOR the Motion:**

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

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## 12.0 BUSINESS ARISING

15.1	Correspondence sent by Development & Environmental Services Manager
15.2	Correspondence sent by Development & Environmental Services Manager
15.3	Correspondence sent by Development & Environmental Services Manager
15.7	Correspondence sent by Deputy General Manager
16.1	Correspondence sent by Works and Service Manager
16.4	Correspondence sent by Works and Service Manager
17.1	Correspondence sent by Deputy General Manager
17.2	Council policy on council website
17.4	Council policy on council website
17.5	Council policy on council website
17.7	Correspondence sent by Mayor
17.8	Deferred to July Council Meeting
17.9	Correspondence sent by Deputy General Manager
17.10	Council policy on council website
17.11	Council policy on council website
17.12	Council policy on council website
17.13	Correspondence sent by Development & Environmental Services Manager
17.15	Correspondence sent by Deputy General Manager
17.20	Council policy on council website
17.21	Council policy on council website
17.23	Correspondence sent by General Manager
18.0	Correspondence sent by General Manager

## 13.0 DERWENT CATCHMENT PROJECT REPORT

**Moved:** Clr J Honner

**Seconded:** Deputy Mayor J Allwright

**THAT** the Derwent Catchment Project report be received.

**CARRIED**

**FOR the Motion:**

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

## 14.0 FINANCE REPORT

**Moved:** Clr R Cassidy

**Seconded:** Clr J Honner

**THAT** the Finance Reports be received.

**CARRIED**

**FOR the Motion:**

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

## 15.0 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:** Deputy Mayor J Allwright

**THAT** the Development & Environmental Services Report be received.

**CARRIED**

**FOR the Motion:**

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

**15.1 RECOMMENDATIONS FROM PLANNING COMMITTEE MEETING**

**Moved:** Cllr R Cassidy

**Seconded:** Deputy Mayor J Allwright

The proposal is assessed to substantially comply with the requirements of the Central Highlands Interim Planning Scheme 2015 and so in accordance with section 57 of the Land Use Planning and Approvals Act 1993, the Planning Authority is recommended to approve the application for DA2020/17 for subdivision (reorganisation of boundaries) at CT152049/1 & 131904/1 Fourteen Mile Road, Bronte Park, subject to the conditions below.

**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.

**Easements**

- 3) 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.

**Covenants**

- 4) Covenants or other similar restrictive controls that conflict with any provisions or seek to prohibit any use provided within the planning scheme must not be included or otherwise imposed on the titles to the lots created by this permit, either by transfer, inclusion of such covenants in a Schedule of Easements or registration of any instrument creating such covenants with the Recorder of Titles, unless such covenants or controls are expressly authorised by the terms of this permit or the consent in writing of the Council's General Manager.

**Services**

- 5) 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**

- 6) A vehicle access must be provided from the road carriageway to each lot. Accesses must be located and constructed in accordance with the IPWE Aust. (Tasmania Division) standard drawings, the approved Bushfire Hazard management Report and to the satisfaction of Council's General Manager.

**Final plan**

- 7) 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.
- 8) A fee of \$245.00, 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.

- 9) 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.
- 10) 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) This planning approval shall lapse at the expiration of two (2) years from the date of the commencement of planning approval if the development for which the approval was given has not been substantially commenced. Where a planning approval for a development has lapsed, an application for renewal of a planning approval for that development shall be treated as a new application.

**CARRIED**

**RECOMMENDATION 2**

DA 2020/29

Subdivision (Reorganisation of Titles)

1-2, 14 & 16 Wigrams Way, London Lakes

**Moved:** Deputy Mayor J Allwright

**Seconded:** Cllr R Cassidy

The proposal is assessed to substantially comply with the requirements of the Central Highlands Interim Planning Scheme 2015 and so in accordance with section 57 of the Land Use Planning and Approvals Act 1993, the Planning Authority is recommended to approve the application for DA2020/29 for subdivision (reorganisation of titles) at 1-2, 14 & 16 Wigrams Way, London Lakes, subject to the conditions below.

**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.

**Easements**

- 3) 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.

**Covenants**

- 4) Covenants or other similar restrictive controls that conflict with any provisions or seek to prohibit any use provided within the planning scheme must not be included or otherwise imposed on the titles to the lots created by this permit, either by transfer, inclusion of such covenants in a Schedule of Easements or registration of any instrument creating such covenants with the Recorder of Titles, unless such covenants or controls are expressly authorised by the terms of this permit or the consent in writing of the Council's General Manager.

**Final plan**

- 5) 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.

- 6) A fee of \$245.00, 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.
- 7) 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.
- 8) 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) This planning approval shall lapse at the expiration of two (2) years from the date of the commencement of planning approval if the development for which the approval was given has not been substantially commenced. Where a planning approval for a development has lapsed, an application for renewal of a planning approval for that development shall be treated as a new application.

**CARRIED**

**RECOMMENDATION 3**

Planning Delegations

**Moved:** Deputy Mayor J Allwright

**Seconded:** Clr R Cassidy

**THAT** a workshop be held on Tuesday 11<sup>th</sup> August 2020 to discuss delegations under the *Land Use Planning and Approvals Act 1993* and any other planning issues; and

**THAT** Council's Senior Planning Officer prepare a discussion paper for the workshop.

**CARRIED**

**FOR the Motion:**

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

**15.2 WASTE CONTRACT REMUNERATION INCREASE**

**Moved:** Clr J Honner

**Seconded:** Clr A Campbell

**Thorpe Waste**

**THAT** Council approve the CPI increase of 2.2% for the 2020-2021 period which increases the cost by \$3158.58 taking the total annual cost of the contract to 30<sup>th</sup> June 2021 to \$146730.46.

**Thorpe Recycling**

**THAT** Council

1. approve the extension of the Recycling Collection service with Thorp Recycling for a further 2 years to 30<sup>th</sup> June 2022;
2. approve the CPI increase of 2.2% for the 2020-2021 period to \$39411.59; and
3. approve continuation of the extra \$50 for the recycling costs until Cleanaway contract has been finalised.

**CARRIED**

**FOR the Motion:**

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

### 15.3 COMMERCIAL RELEASE OF COTTON GENETICALLY MODIFIED FOR HERBICIDE TOLERANCE

**Moved:** Clr S Bowden

**Seconded:** Clr R Cassidy

**THAT** all comments on the Risk Assessment and Risk Management Plan be forwarded to Council's Environmental Health Officer by Friday 14<sup>th</sup> August 2020.

**CARRIED**

**FOR the Motion:**

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

### 15.4 COVID 19 UPDATE

***Noted***

*Mr A Wilson (Deputy General Manager) returned to the meeting at 11.12 a.m.*

### 15.5 DES BRIEFING REPORT

#### PLANNING PERMITS ISSUED UNDER DELEGATION

The following planning permits have been issued under delegation during the past month.

#### **NO PERMIT REQUIRED**

DA NO.	APPLICANT	LOCATION	PROPOSAL
2020 / 00031	Wellake Pty. Ltd.	263 Dillons Road, Ellendale	Visitor Accommodation - Existing Use Rights
2020 / 00032	Elizabeth Pugh Building Design	10 Lochiel Drive, Miena	Dwelling
2020 / 00037	Apogee Design	9 Trout Crescent, MIENA	Garage
2020 / 00038	T A & C Hays	53 Wilburville Road, Wilburville	Dwelling and Outbuilding
2020 / 00039	D G Brooks	11 Schaw Street, Bothwell	Outbuilding
2020 / 00043	I R Badcock	20 Johnsons Road, Miena	Dwelling & Garage

#### **PERMITTED**

DA NO.	APPLICANT	LOCATION	PROPOSAL
2020 / 00026	M L & J L Rogers	7 Franklin Street, Bothwell	Outbuilding
2020 / 00040	Woodard & Lowe Family Trust	40 Arthurs Lake Road, Arthurs Lake	Under Cover Seating (Shipping Container)

**DISCRETIONARY**

DA NO.	APPLICANT	LOCATION	PROPOSAL
2020 / 00020	Vietnam Veterans Association Of Australia	2 Galaxia Avenue, Interlaken	Addition and Alterations to Dwelling
2020 / 00016	Rare Innovation Pty Ltd	289 Wayatinah Road, Wayatinah	Additions (Electrical Workshop, Chiller Roof and Extension)
2020 / 00025	Tasbuilt Homes	38 Glenlea Drive, Gretna	Visitor Accommodation (Holiday Cabin)
2020 / 00027	J M G Engineers & Planners (Obo Department Of State Growth)	(Part Of) CT 19762/1, CT 225285/1, CT 159234/1 & Road Parcels Highland Lakes Road, Bothwell	Highland Lakes Road Safety Upgrade - Realignment of Road

**ANIMAL CONTROL**

The follow dogs were impounded during the past month:

Pound Location	Reason for Impoundment	Outcome
Hamilton	Two dogs found along Hollow Tree Road	One dog reclaimed by the owner & pound fees paid. Owner of second dog unknown and was rehomed.
Hamilton	Dog found wandering in Franklin Place, Hamilton	Dog was not registered. Reclaimed by owner upon registering.
Bothwell	Dog found wandering in Queens Park, Bothwell	Dog released to owner upon payment of pound fees.
Hamilton	Dog relinquished to Council following an alleged sheep attack	Dog taken to Dogs Home.

**ENVIRONMENTAL HEALTH ANNUAL REPORTS FOR 2020****Report by**

Beverley Armstrong (Environmental Health Officer)

**Annual Reports**

Annual Reports for Environmental Health have been submitted to DHHS as follows:

- Private Water Report for 2019-2020
- Recreational Water Report 2019-2020
- Food Safety Annual Report 2019-2020
- EHO Annual Register submitted 2020

Central Highlands Council have no Regulated Systems.

All reports have been acknowledged and no issues have been raised at this time.

The only report outstanding is the Waste report being finalised next week.

*Mr Graham Rogers (Manager Development Services) left the meeting at 11.27 a.m.*

Mayor L Triffitt expressed Council's appreciation to Barry who is currently Acting Works and Services Manager and stated that he is doing a great job.

## 16.0 WORKS & SERVICES

**Moved:** Clr J Honner

**Seconded:** Clr A W Bailey

**THAT** the Works & Services Report be received.

**CARRIED**

### **FOR the Motion:**

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

## 16.1 GRETNA PLAY EQUIPMENT

**Moved:** Clr J Honner

**Seconded:** Clr R Cassidy

**THAT** Council select Option 2 from Island Recreation - Supply & Installation \$43,181.00 (ex GST), noting that this prices do not include the removal of the old play equipment or preparation of the site



**CARRIED**

### **FOR the Motion:**

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

## 16.2 SONNERS ROAD

**Moved:** Clr A W Bailey

**Seconded:** Clr R Cassidy

**THAT** Council obtain the legal status of the road and if owned by council then council will be required to maintain the 600m of Sonners Road.

**CARRIED**

### **FOR the Motion:**

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

### 16.3 WADDAMANA ROAD

**Moved:** Clr A Archer

**Seconded:** Clr R Cassidy

THAT Council write to Goldwin, that as per our advice from our independent Engineer that they have obligation to repair the road to council standard, council will either do the works or contractors due to the dangerous nature of the road, if they don't apply to do the works in a timely manner, Council will give them 14 days. If not undertaken, Council will change at full cost recovery.

**CARRIED**

**FOR the Motion:**

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

### 16.5 HAMILTON TENNIS COURT UPGRADE

**Moved:** Clr J Honner

**Seconded:** Deputy Mayor J Allwright

THAT Council accept the quote for \$23,586.20 from Blacktac Pty Ltd to upgrade the Hamilton Tennis Court.

**CARRIED**

**FOR the Motion:**

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

*The meeting was suspended for lunch at 12.05 p.m. and resumed at 12.35*

**Moved:** Clr J Honner

**Seconded:** Clr R Cassidy

THAT the meeting move to 18.0 and consider the matters on the Supplementary Agenda.

**CARRIED**

**FOR the Motion:**

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

### 18.1 REQUEST FOR REMISSION OF DEVELOPMENT APPLICATION FEES

**Moved:** Clr R Cassidy

**Seconded:** Clr S Bowden

THAT the Council waive the 'Discretionary Development Application Fee' of \$195.00, however the owner should pay the Statutory Advertising Fee of \$310.00.

**CARRIED**

**FOR the Motion:**

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



## 18.2 MOBILE FOOD VAN

**Moved:** Clr J Honner

**Seconded:** Clr A Campbell

**THAT** Council as a land owner do not give permission for the food van to operate of Council property.

**MOTION LOST**

**FOR the Motion:** Mayor L Triffitt, Clr A W Bailey, Clr A Campbell and Clr J Honner

**AGAINST the Motion:** Cassidy, S Bowden, A Archer, Deputy Mayor J Allwright

## 17.0 ADMINISTRATION

### 17.1 EMERGENCY SERVICES MEDAL NOMINATIONS - 2021

Noted

### 17.2 EMERGENCY MANAGEMENT

**Moved:** Clr J Honner

**Seconded:** Clr A W Bailey

**THAT** Council resolved to nominate the following personnel for appointment by the Minister for Police, Fire and Emergency Management:

**Municipal Coordinator**

Nominee:	Mr Graham Rogers
Appointment starting date:	3 September 2020
Term of appointment:	5 years

**Deputy Municipal Coordinator**

Nominee:	Mr Jason Branch
Appointment starting date:	3 September 2020
Term of appointment:	5 years

**CARRIED**

**FOR the Motion:**

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

### 17.3 REQUEST FOR RATES REMISSION 01-0838-02982 MEADOW BANK ROAD MEADOW BANK

**Moved:** Clr A Campbell

**Seconded:** Clr A W Bailey

**THAT** Council remit the Solid Waste Garbage Fee of \$263.00 on property 01-0838-02982.

**CARRIED**

**FOR the Motion:**

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

Deputy Mayor J Allwright and Cllr A Campbell declared an interest and left the meeting at 1.12 p.m.

#### 17.4 CONSERVATION COVENANTS IN THE CENTRAL HIGHLANDS MUNICIPALITY

**Moved:** Cllr J Honner

**Seconded:** Cllr A Archer

**THAT** Council do not offer a rebate.

**CARRIED**

**FOR the Motion:**

Mayor L Triffitt, Cllr A Archer, Cllr A W Bailey, Cllr S Bowden, Cllr R Cassidy and Cllr J Honner.

Deputy Mayor J Allwright and Cllr A Campbell returned to the meeting at 1.13 p.m.

#### 17.5 POLICY NO 2014 – 26 PLAYGROUND INSPECTION POLICY

**Moved:** Cllr J Honner

**Seconded:** Cllr A W Bailey

**That** Council approve Policy 2014 - 26 Playground Inspection Policy

**CARRIED**

**FOR the Motion:**

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

#### 17.6 POLICY NO. 2017- 47 DISCIPLINARY POLICY AND PROCEDURE

**Moved:** Cllr J Honner

**Seconded:** Cllr A W Bailey

**That** Council approve Policy No. 2017- 47 Disciplinary Policy & Procedure, subject to the additional clause Staff need to rec (to be part of a team environment)

**CARRIED**

**FOR the Motion:**

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

#### 17.7 POLICY NO. 2013 – 11 LEGAL OPINIONS POLICY

**Moved:** Cllr R Cassidy

**Seconded:** Deputy Mayor J Allwright

**That** Council approve Policy No. 2013 - 11 Legal Opinions Policy

**CARRIED**

**FOR the Motion:**

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

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## 17.8 POLICY NO. 2013-13 RATES & CHARGES POLICY

**Moved:** Clr J Honner

**Seconded:** Clr R Cassidy

**That** Council approve Policy No. 2013-13 Rates & Charges Policy

**CARRIED**

**FOR the Motion:**

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

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*Deputy Mayor J Allwright left the meeting at 1.24 p.m.*

## 17.9 POLICY NO. 2013-02 USE OF COUNCIL HALLS

**Moved:** Clr A Archer

**Seconded:** Clr J Honner

**That** Council approve Policy No. 2013-02 Use of Council Halls, subject to the amendment of the last paragraph on page 4

**CARRIED**

**FOR the Motion:**

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

---

## 17.10 REQUEST FOR RATES REMISSION 03-0218-03961, 2 GALAXIA AVENUE, DAGO POINT LAKE SORELL

**Moved:** Clr A Archer

**Seconded:** Clr J Honner

**THAT** Council remit the general rate and garbage rate on property 03-0218-03961 for the amount of \$603.47

**CARRIED**

**FOR the Motion:**

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

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## 17.11 TASMANIAN COMMUNITY FUND – SUPPORT, CONNECT AND REBUILD COVID-19 RESPONSE ROUND

**Moved:** Clr J Honner

**Seconded:** Clr A W Bailey

**THAT** Council allocates an additional \$15,000 in the Capital Works budget for 20/21, to support the Tasmanian Community Fund medium grant application for the proposed Stage 2 of the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area.

**CARRIED**

**FOR the Motion:**

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

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## 17.12 REQUEST FOR RATES REMISSION ST. BARTHOLOMEW'S CHURCH AND ASSOCIATED CEMETERY

**Moved:** Clr J Honner

**Seconded:** Clr A Archer

**THAT** council remit the fees and charges to the total of \$632.21

**CARRIED**

**FOR the Motion:**

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

*The Mayor request That council also write a letter thanking them for making the purchase and maintaining the church*

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**17.13 SUBMISSION INVITATION – PUBLIC ACCOUNTS COMMITTEE**

**Moved:** Clr J Honner

**Seconded:** Clr S Bowden

**THAT** Councillors provide their comment on the Public Accounts Committee's inquiry into the Government's response to COVID 19 to the General Manager by 5.00pm on Friday the 24 July 2020 so that a Council submission can be completed by Friday the 31 July 2020.

**CARRIED**

**FOR the Motion:**

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

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**17.14 COMMUNITY HEALTH AND WELLBEING PLAN**

**Moved:** Clr A Campbell

**Seconded:** Clr R Cassidy

**THAT** Council approved and implemented the Community Health and Wellbeing Plan.

**CARRIED**

**FOR the Motion:**

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

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**17.15 LOCAL GOVERNMENT ASSOCIATION TASMANIA GENERAL MEETING 4 DECEMBER 2020**

**Noted**

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**17.16 DEPARTMENT OF STATE GROWTH GRANT**

**Moved:** Clr J Honner

**Seconded:** Clr A W Bailey

**THAT** Council approve the General Manager to sign and seal the Department of State Growth Grant Deed.

**CARRIED**

**FOR the Motion:**

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

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**17.17 LGAT ANNUAL GENERAL MEETING & GENERAL MEETING**

*Discussions took place with regard to Council voting to support Motion 2.1 and 2.2*

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## 17.18 REQUEST FROM CENTRAL HIGHLANDS GENERAL PRACTICE

**Moved:** Clr S Bowden

**Seconded:** Clr A W Bailey

**THAT** Council provide \$2695.00 to the Central Highlands General Practice to enable them to purchase the ECG Machine as per quote from Alpha Medical Supplies, with the machine remaining the property of the Practice.

**CARRIED**

**FOR the Motion:**

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

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## 19.0 CLOSURE

Mayor L Triffitt closed the meeting at 1.45 pm

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central  
highlands  
COUNCIL

# **CENTRAL HIGHLANDS COUNCIL**

## **DOG MANAGEMENT POLICY 2015**

**Policy adopted by Council – 17 November 2015**

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## DEFINITIONS

### **In this policy -**

#### **"animal"** means-

- (a) any animal or bird kept for farming, breeding or other commercial purposes; or
- (b) any domestic animal; or
- (c) any native bird or native animal;

**"appropriate fee"** means a fee determined by the Council;

**"approved"** means approved by the Director of the Local Government Division;

**"at large"** means at large as referred to in section 5 of the *Dog Control Act 2000* (DCA2000);

**"attack"** includes bite, menace or harass;

#### **"authorised person"** means –

- (a) a police officer; or
- (b) a general manager; or
- (c) a person appointed by a general manager to be an authorised person; or
- (d) a person who is a ranger under the *National Parks and Wildlife Act 1970*; or
- (e) a person appointed as a bailiff of Crown Lands under the *Crown Lands Act 1976*;

**"breeding dog"** means a pure bred dog used for breeding purposes, the owner of which has a registered stud with the Tasmanian Canine Association;

#### **"built-up area"** means an area in which-

- (a) there are buildings on land next to the road; and
- (b) there is street lighting at intervals not over 100 metres for a distance of at least 500 metres or, if the road is shorter than 500 metres, for the whole road;

**"collar"** means a collar of leather or other durable material

**"complaint"** means a complaint referred to in section 47

**"dangerous dog"** means a dog declared to be a dangerous dog under section 29 or 30 of the *DCA 2000*;

**"declared area"** means a declared area under division 2 of part 3 of the *DCA 2000*;

**"de-sexed dog"** means a dog of either sex which has been sterilised or neutered;

**"Director"** means the Director of Local Government;

**"dog"** means an animal of the species *Canis familiaris* or *Canis familiaris dingo*

**"domestic animal"** means an animal or bird kept as a domestic pet;

**"effective control"** means effective control as referred to in section 4 of the *DCA 2000*;

**"exercise area"** refers to an area declared under section 20 of the *DCA 2000*;

**"General Manager"** means the General Manager of the Council appointed under the *Local Government Act 1993*;



**"Infringement notice"** means a notice referred to in Division 2 of Part 4 of the *DCA 2000*;

**"lead"** means a lead, leash, cord or chain of sufficient strength to restrain a dog;

**"licence"** means a licence to keep on premises –

- (a) more than two dogs over the age of 6 months; or
- (b) more than 4 working dogs over the age of 6 months;

**"occupier"** in relation to premises, includes a person who has or is entitled to possession or control of the premises;

**"owner of a dog"** means a person referred to in section 6 of the *DCA 2000*;

**"pensioner"** means a person in receipt of a Commonwealth Pension as defined in the *Local Government Act 1993*

**"pound"** means a pound established under the *Local Government Act 1993*;

**"premises"** includes land or any part of any premises or land;

**"prohibited area"** means an area declared under section 22 of the *DCA 2000*;

**"public notice"** means a notice published in a daily newspaper or the Derwent Valley Gazette;

**"public place"** means–

- (a) a public place as defined in the *Police Offences Act 1935*; and
- (b) a road; and
- (c) a road related area;

**"register"** means a register kept under section 15 of the *DCA 2000*;

**"registered dog"** means a dog registered in accordance with the *DCA 2000*;

**"registration disc"** means a disc or tag referred to in section 10(1) of the *DCA 2000*;

**"restricted area"** means an area declared under section 23 of the *DCA 2000*;

**"road"** means–

- (a) an area that is developed for, or has as one of its main uses, the driving or riding of motor vehicles and is open to, or used by, the public: and
- (b) a part of the kerb: and
- (c) an unsealed part of a sealed road:

**"road-related area"** means –

- (a) an area that divides a road; or
- (b) a footpath or nature strip adjacent to a road; or
- (c) a footpath or track that –
  - (i) is not a road; and
  - (ii) is designed for use by cyclists or pedestrians; and
  - (iii) is open to the public;

**"shopping centre"** means a collection of shops in an enclosed area covered by a roof or forming a courtyard or square, excluding any area provided for the parking of vehicles;



**“special assistance dog”** means a dog specifically trained to assist a person with a disability and includes;-

- (a) a guide dog as defined by the *Guide Dogs and Hearing Dogs Act 1967*; or
- (b) a hearing dog as defined by the *Guide Dogs and Hearing Dogs Act 1967*; or
- (c) a dog training to be a guide dog or hearing dog;

**“training area”** means an area declared under section 21 of the DCA 2000;

**“veterinary surgeon”** means a person registered as a veterinary surgeon under the *Veterinary Surgeons Act 1987*;

**“working day”** means a day on which the public office of the Council is open for business;

**“working dog”** means a dog used principally for –

- (a) droving or tending stock; or
- (b) detecting illegal substances; or
- (c) searching, tracking or rescuing; or
- (d) working with police officers.

## 1. INTRODUCTION

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The Dog Control Act 2000 (DCA 2000) was introduced into State Parliament in December 2000. The Act became effective on the 4<sup>th</sup> April 2001 and replaced the Dog Control Act 1987 as the primary Act managing the control of dogs in Tasmania. It is now the primary legislation in this area.

The DCA 2000 requires that Councils develop and implement a **Dog Management Policy** with the Policy to include the following:

- A code relating to responsible ownership of dogs;
- The provision of declared areas;
- A fee structure;
- Any relevant matter

The Dog Management Policy is to be reviewed at least once every 5 years and the Central Highlands Council (Council) is committed to working in partnership with the community to produce a Policy to encourage a compatible relationship between dog owners and non-dog owners and ensuring a quality of life for the animals themselves.

Council is required to manage most of the provisions in the Act. This includes providing dog control and impounding operations.

## 2. RESPONSIBLE OWNERSHIP

---

Dogs are an important part of society and many value their companionship. As with any animal there are standards of care and welfare that need to be observed. The views and concerns of neighbours and other members of the community need to be considered.

Responsible dog ownership requires accepting full responsibility for dogs, in terms of their needs and the standards for dog management that are expected by the community.

It is the responsibility of every dog owner to:

- Ensure that the dog is registered and that registration is maintained, as well as ensuring that the dog is microchipped in accordance with the Dog Control Act 2000
- Ensure that the dog is kept under effective control at all times and not allowing a dog to be at large;
- Ensuring that it is collared and on a lead in public places and that it is properly restrained when in or on a vehicle.
- Ensure that the dog does not cause a nuisance to any other person, whether by persistent or loud barking, howling or by any other means;
- Ensure that the dog does not injure, endanger, intimidate, or otherwise cause distress to any person. An owner is responsible for the actions of a dog;
- Ensure that the dog does not damage or endanger any property belonging to any other persons;
- Ensure that dogs are not allowed to roam unsupervised;
- Take all reasonable steps to ensure that the dog does not injure, endanger, or cause distress to any livestock, poultry, domestic animal, or protected wildlife;
- Ensure that the dog receives proper care and attention and is supplied with proper and sufficient food, water and shelter;

- Ensure that the welfare of the dog is protected as required by the Animal Welfare Act 1993;
- Ensure that the dog receives adequate exercise; and
- Clean up after the dog should it defecate in a public place and dispose of waste in a responsible way.

An owner can be held liable for the actions of a dog and can be fined or penalised for dog control offences. Owners can also be liable to pay compensation for injury or damage caused by a dog in their charge. An owner's failure to properly control a dog may in some circumstances result in the dog being seized, impounded and possibly destroyed.

### **Responsibilities of the Owner or Person in Charge of a Dog**

Under the Act the owner or person in charge of a dog must ensure (that):

1. That the dog remains under effective control and does not cause a nuisance in private premises, in a public place, or rushes at or chases any person.
2. The dog is on a leash no longer than 2 metres when in a built-up area in a public place.
3. The dog is not tethered to a fixed object in a public place by a lead longer than 2 metres or for longer than 30 minutes.
4. They have no more than 2 dogs on a lead on a footpath or road.
5. They have no more than 4 dogs in their charge in a public place.
6. When on private property the dog/s are securely confined to that property.
7. They clean up after the dog should it defecate in a public place.
8. The dog is wearing a collar and registration disc when in a public place.
9. Council is notified on the death, loss or disposal of a dog, or a change of address.
10. The dog does not rush at or chase motor vehicles or bicycles in a public place.
11. The dog does not attack or chase any person or another animal.
12. Dogs are not taken into prohibited areas.
13. Dogs are not taken into restricted areas outside allowable times.
14. The dog is microchipped in accordance with the Act.

## **3. DECLARED AREAS**

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### **ACCESS TO PUBLIC PLACES**

The following will allow dogs and owners access to public places, while ensuring public safety and comfort. Where it has been determined that there is a potential danger to public safety "restricted" access applies to identified areas.

Dogs are allowed anywhere in the towns on a leash not exceeding two (2) metres or if under effective control in accordance with Section 3 of the Dog Control Act 2000, except for those particular areas identified as "Prohibited Public Places". Section 3 of the Dog Control Act 2000 states:

- (1) *A dog is under the effective control of a person in a public place if the dog is –*
  - (a) *on a road or road-related area in a built-up, or any other public place declared under Division 2 of Part 3 to be an area where a dog must be on a lead, and the dog is secured and restrained by means of a lead not more than 2 metres long held by hand by a person able to control the dog; or*
  - (b) *tethered to a fixed object by a lead not more than 2 metres long for a period not more than 30 minutes.*

2. *A dog is under the effective control of a person while not on a lead if the dog is-*
  - (a) *a working dog engaged in working; or*
  - (b) *a hunting dog engaged in hunting; or*
  - (c) *engaged in racing or showing; or*
  - (d) *engaged in obedience or agility trials; or*
  - (e) *engaged in training for any activity referred to in paragraph (a), (b), (c) or (d); or*
  - (f) *engaged in training in a training area.*
- (3) *In an area where a dog is not required to be on a lead, the dog is under the effective control of a person if;*
  - (a) *it is in close proximity to the person; and*
  - (b) *it is in sight of the person; and*
  - (c) *the person is able to demonstrate to the satisfaction of an authorised person that the dog is immediately responsive to the person's commands.*
- (4) *A dog is under the effective control of a person on private premises if the dog is securely confined to those premises.*
- (5) *A person, at any one time, must not have in his or her charge more than –*
  - (a) *2 dogs on a lead on a footpath; or*
  - (b) *4 dogs in a public place.*

Access restrictions to public places are identified by four defined areas. The DCA 2000 classifies "public places" as follows:

- Exercise – Dogs may be exercised subject to any specified conditions
- Training – Dogs may be trained subject to any specified conditions
- Prohibited - Dogs are not allowed under any circumstances;
- Restricted (specified times) - Dogs are not allowed at specified times unless they are on a lead

*Dogs must be kept under control at all times.*

### **EXERCISE AND TRAINING AREAS**

(in these areas dogs are allowed off a "lead" but be under "effective control")

Specific Exercise and Training areas will be considered by council upon written requests from dog obedience trainers, registered clubs and/or community representatives. Owners are required to maintain control over their dog at all times.

Please note – dogs are prohibited within 10 metres of a children's playground as per Section 28 (e), dogs are not allowed within 20 metres of a BBQ area unless on a leash not exceeding two (2) metres.

### **PROHIBITED AREAS**

(in these areas dogs are not allowed at any time)

#### **PROHIBITED PUBLIC PLACES** (As defined in the Dog Control Act)

- Any grounds of a school, preschool, kindergarten, crèche or any other place of the reception of children without the permission of a person in charge of the place.
- Any shopping centre or any shop.
- The grounds of a public swimming pool.
- Any playing area of a sports ground on which sport is being played.

- Any area within 10 metres of a children's playground.

**PROHIBITED AREAS / PLACES** (As defined by Council)

- Any Community Hall or Premises where food is being served.

**DECLARED PROHIBITED AREAS** (As per the National Parks and Wildlife Act 1970, which includes the National Parks and Reserved Land Regulations 1999 and the Crown Land Act 1976 which include the Crown Lands Regulations 2001)

Alma Tier Nature Reserve	24 Hours a Day	7 Days a Week
Central Plateau Conservation Area Proclaimed CPR1872	24 Hours a Day	7 Days a Week
Central Plateau Conservation Area Proclaimed CPR4609	24 Hours a Day	7 Days a Week
Central Plateau Conservation Area Proclaimed CPR4654	24 Hours a Day	7 Days a Week
Central Plateau Conservation Area Proclaimed CPR5006	24 Hours a Day	7 Days a Week
Cradle Mountain-Lake St Clair National Park – Proclaimed CPR487	24 Hours a Day	7 Days a Week
Cradle Mountain-Lake St Clair National Park – Proclaimed LM211	24 Hours a Day	7 Days a Week
Dickinsons Nature Reserve	24 Hours a Day	7 Days a Week
Duckholes Lagoons Nature Reserve	24 Hours a Day	7 Days a Week
Great Western Tiers Conservation Area - Proclaimed CPR4547	24 Hours a Day	7 Days a Week
Great Western Tiers Conservation Area - Proclaimed CPR4577	24 Hours a Day	7 Days a Week
Mount Bethune Conservation Area	24 Hours a Day	7 Days a Week
Pelham Nature Reserve	24 Hours a Day	7 Days a Week
Pelham North Nature Reserve	24 Hours a Day	7 Days a Week
Pelham West Nature Reserve	24 Hours a Day	7 Days a Week
Silver Plains Conservation Area	24 Hours a Day	7 Days a Week
Strickland Conservation Area	24 Hours a Day	7 Days a Week

Table Mountain Conservation Area	24 Hours a Day	7 Days a Week
The Steppes Conservation Area	24 Hours a Day	7 Days a Week
The Steppes State Reserve	24 Hours a Day	7 Days a Week
Tiger Rise Conservation Area	24 Hours a Day	7 Days a Week
Wayatinah Conservation Area	24 Hours a Day	7 Days a Week

**RESTRICTED AREAS – SPECIFIED TIMES, DAY OR SEASONS** (In these areas, dogs are not allowed during the times specified unless they are on a lead. These are areas where it is considered that a significant conflict exists, however this is limited to particular times. In order to prevent danger, and to minimise distress and nuisance, dogs shall be prohibited from these areas during the times specified)

The following public places will be classed as "**Restricted Areas**" for the times specified in relation to dogs and pursuant to a resolution made under section 23 (1b) (dogs restricted within these times unless they are on a lead not exceeding two (2) metres) of the DCA 2000. Please note – dogs prohibited within 10 metres of a children's playground as per section 28 (e) and are not allowed within 20 metres of a BBQ area unless on a leash not exceeding two (2) metres.

**Restricted** areas "on leash" or under "Effective Control"

Areas surrounding Great Lake (Village or Holiday Residential)	24 hrs	7 Days
Area surrounding Arthurs Lake (Village or Holiday Residential)	24 hrs	7 Days
Area surrounding Bronte, Bronte Lagoon & Bradys Lake (Holiday Residential)	24 hrs	7 Days
Area surrounding Derwent Bridge (Village)	24 hrs	7 Days

## 4. FEE STRUCTURE

Council must determine all fees payable under the DCA 2000. The schedule of fees will be set annually and will be in line with the financial year, i.e. 1<sup>st</sup> July to 30<sup>th</sup> June. In addition to setting a schedule of fees, Council will also determine categories of dog registration, discounted registration fees and the required evidence in order to claim a discounted registration fee.

All dogs must be registered at the age of 6 months and this must be done by the end of the month in which the dog becomes 6 months old. An application for registration is required to be completed and submitted to Council. The registration year is from 1<sup>st</sup> July to 30<sup>th</sup> June the following year.

### **Registration Categories**

1. Domestic Dog (Desexed)
2. Domestic Dog (Not Desexed)
3. Pensioner (1<sup>st</sup> Dog Only)
4. Working Dog (used for the purpose of working farm stock)
5. Hunting Dog (used to flush game)
6. Greyhound (TGRA registered)
7. Registered Breeding Dog (TCA Registered & Dog Owner holding current membership of the TCA)
8. Special Assistance Dog (Guide Dog / Hearing Dog)
9. Declared Dangerous Dog

Where a dog is to be registered in one of the categories below it will be necessary for the owner to provide that his / her dog fits the category. The evidence required for each category is as follows:-

1. **Dangerous Dog** – Means a dog declared to be dangerous under Section 29 of the *Dog Control Act 2000*.
2. **Desexed Dog** – Certificate of Sterilisation from a veterinary surgeon that the dog is sterilised or the provision of a statutory declaration.
3. **Guard Dog** – A dog used to guard non-residential premises.
4. **Guide Dog / Hearing Dog** – Same meaning as provided under the *Guide Dogs and Hearing Dogs Act 1967* or subsequent relevant legislation.
5. **Pensioner** – prescribed pensioner under the meaning of the *Local Government (Rates and Charges) Remissions Act 1991*.
6. **Pure Bred Dogs** – Certificate of registration and pedigree issued by the Tasmanian Canine Association (TCA) or equivalent interstate certification, together with a current membership card of the TCA.
7. **Working Dog** – Used principally for droving or tending stock, detecting illegal substances, searching, tracking, rescuing or working with police officers.
8. **Hunting Dog** – Used to flush game.
9. **Grey Hound** – Registration Certificate of the Tasmanian Greyhound Racing Council.

### **Payment and Setting of Fees**

Fees are set by Council in April / May each year and fees not paid by 31 July each year will incur penalties.

Council advises current dog owners of the fees at the commencement of the financial year and provides a period of approximately 8 weeks to the 31<sup>st</sup> July each year from prompt registration to be encouraged. During this time a discount rate applies to the fees for each relevant registration category. Higher fees apply following 31<sup>st</sup> July each year.

### **Applications for registration made after 31<sup>st</sup> December**

Where an application is made to register a new dog a reduction of fee by 50% is to be applied to the registration fee provided the dog is registered within four weeks of purchase and the registration application is voluntary.



### **Replacement Cost of Lost Tags**

A fee, as set by Council, will be charged for a replacement Tag.

## **5. KENNEL LICENCES**

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Any person wanting to keep more than 2 dogs on premises, or in the case of working dogs, more than 4, must apply to the General Manager for a licence to do so.

The application is to be in the approved form. The applicant must advertise, by public notice, their intent to apply for a licence and the address and the number, and breed or kind of dogs to which the application relates.

The notice must also call for any objections to the granting of the licence. Persons residing or owning land within 200 metres of the boundary of the premises to which the application relates may object to the granting of a licence. Any objection is to be made within 14 days of the public notice being published. **It is to be in writing to the General Manager and it is to set out the reasons for the objection.**

Council will not consider a kennel licence application until 28 days after the publication of the public notice, and all objections will be considered.

A property inspection will be carried out to ensure that kennel requirements are complied with and that adequate provisions for the health, welfare and control of the dogs on the premises are provided. If granted the period of the licence will expire on the 30<sup>th</sup> June following the date of granting the licence and is renewable on payment of the appropriate annual fee.

Property inspections will be conducted to ensure that:

- No dogs other than stipulated in the licence are being kept on the property;
- All dogs over 6 months of age on the property are registered;
- Provisions for the health, welfare and control of the dogs is maintained;
- No nuisance to any other persons' property or premises is likely to be caused.

The General Manager or his/her delegate may cancel a licence if satisfied that:

- Provisions of the Dog Control Act 2000 or other relevant Act are not complied with;
- Conditions of the licence are not complied with;
- The situation or condition of the premises is creating a nuisance;
- It is in the public interest that the licence be cancelled.

An applicant or holder of a licence may, by notice in writing to the clerk of petty sessions, appeal to a Magistrate any decision by the General Manager or his/her delegate to:

- Refuse to grant or renew a licence;
- Cancel a licence;

### **KENNEL REQUIREMENTS**

#### **Village and Surrounding Areas / Holiday Residential and Surround Areas**

The following specifications are considered the minimum required for domestic dogs / pets:

- The kennel is to be at least 9 metres from any neighbouring dwelling house, where possible;

- The kennel shall be at least 2 metres from any boundary of the premises, where possible;
- The premises shall be enclosed in such a manner so as to contain any dogs kept in the yard;
- The kennel shall be constructed in such a way as to provide effective methods of cleaning and disinfecting;
- There shall be sufficient room to allow dogs reasonable freedom of movement;
- There shall be a raised (50mm) and weatherproof sleeping area;
- Adequate ventilation and insulation shall be provided to maintain a comfortable internal temperature free from condensation;
- A sanitary method of disposal of excreta and waste shall be provided.

The above is the minimum requirements for working dogs (more than 4).

### **Rural Areas**

- The kennel or yard shall be constructed in such a way as to provide effective methods of cleaning and disinfecting;
- The kennel or yard shall be constructed to the approval of the General Manager or his/her delegate.

*Council may issue a kennel licence for the keeping of a specified number of dogs on premises which shall not comply with some or all of the above minimum specifications provided that, the General Manager or his/her delegate is satisfied that adequate provisions for the health, welfare and control of the dogs is provided, and that no nuisance is likely to occur to any other persons' property or premises.*

## **6. ENFORCEMENT**

---

The DCA 2000 provides several powers to authorities to control dogs and enforce the requirements of the Act. The use of enforcement mechanisms is provided to allow authorities to effectively carry out their obligations, to protect the community and to offer a sufficient deterrent against non-compliance with the law.

This section outlines the different enforcement mechanisms that are available to the Central Highlands Council and identifies how they will be applied. The applications of many of the mechanisms that are discussed in this section are prescribed by the DCA 2000 and are not open to interpretation by Council. These have been identified where relevant.

The different methods of enforcement are outlined below:-

### **PROSECUTION**

The DCA 2000 sets out the obligations of dog owners. Where a person has failed to comply with a particular obligation under the DCA 2000 they can be prosecuted in a Court of Law. These offences can carry heavy fines. The situations for which a person can be prosecuted are defined in the DCA 2000.

Prosecution can be a costly process both in terms of time and resources and alternative methods of enforcement do exist. However, where an offence is considered to be serious and sufficient evidence exists, Council will consider prosecuting an offender in a Court of Law. This includes situations where a dog has:

- caused significant damage or injury to any person or animal;

- caused danger, distress or nuisance to any person or the community on a number of occasions.

### **INFRINGEMENT NOTICES**

The DCA 2000 empowers Animal Control Officer's (ACO) to issue Infringement Notices that impose an "on-the-spot" fine on the recipient. Infringement Notices can only be issued for particular offences (called infringement offences). These fines are set under the DCA 2000 and once issued, the recipient has 28 days to settle. After this period the infringement is lodged with the Monetary Penalty Enforcement Service.

The use of Infringement Notices is considered a more efficient method of enforcement and allows Council to effectively fulfil its objectives under this policy. Council will consider issuing an infringement notice rather than referring an offence to the court.

Where an ACO considers that an infringement offence has occurred, the ACO may choose to issue the offender with an official caution notice in the first instance and an Infringement Notice in all subsequent situations.

There are some infringement offences that are considered to be more serious or intentional. In these situations caution notices will not be issued.

## **7. DANGEROUS DOGS**

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Classifying dogs as dangerous is an effective method of controlling individual dogs that have demonstrated aggressive or dangerous behaviour. Council will, where appropriate, classify dogs as dangerous.

The General Manager of a Council may declare a dog dangerous if:

- the dog has caused serious injury to a person or another animal; or
- there is reasonable cause to believe that the dog is likely to cause serious injury to a person or another animal.

A dog may be considered dangerous because of an obvious act or incident in which it has threatened, attacked, and in some cases, caused serious injury or death to an animal or person. This physical act is an expression of aggression and in most cases this aggression has been contributed to by human intervention. There are several triggers for aggression in dogs, which may be more prominent depending on the breed. They are:

- Territorial aggression
- Protective aggression
- Fear aggression
- Predation aggression
- Dominance aggression
- Learned aggression

No matter what the trigger, or the level of human intervention, it is not an acceptable community standard that dogs who display aggression be allowed to be in a position to carry out the physical act. Council, in its commitment to ensuring a safer environment, endorses legislation in relation to dangerous dogs.

The owner of a dog declared to be dangerous has the right to appeal the decision to a Magistrate, the appeal must be lodged within 14 days of notification of the declaration.

ACO's investigating a dog attack incident will make recommendation to the General Manager or his/her delegate as to whether the dog should be declared a dangerous dog. Any recommendation should be made after consultation with the victims, witnesses and the dog owners, and is to take into consideration:-

- The severity of the incident
- The history of the dog/owners
- The degree of human intervention
- Any other mitigating circumstance
- The desired outcome and the *need* for legal proceedings

The owner of a declared dangerous dog must comply with all relevant conditions of the DCA 2000. Council will act in accordance with standard operating procedures to any breaches of these conditions.

Properties where a declared dangerous dog lives will be inspected from time to time by ACO's to ensure compliance with conditions of the DCA 2000 and Council's Dog Management Plan.

Council will maintain a register of declared dangerous dogs in accordance with standard operating procedures. Any request for details from this register must be made in writing to the General Manager.

### **RESTRICTED BREED**

An authorised person may declare a dog to be a restricted breed dog, having regard to any approved guidelines relating to restricted breeds, and is satisfied that the dog is a dog of a restricted breed.

The following breeds of dog are restricted breeds:

- (a) Dogo Argentino;
- (b) Fila Brasileiro;
- (c) Japanese Tosa;
- (d) American Pit Bull Terrier or Pit Bull Terrier
- (e) Perro de Presa Canario or Presa Canario;
- (f) Any other breed, kind or description of dog whose importation into Australia is prohibited by or under the *Customs Act 1901* of the Commonwealth.

### **GUARD DOG (Non-residential)**

For a dog to be a worthy guard dog, it must exhibit certain characteristics of which the need to dominate is a major one. They are required to be strong, courageous, disciplined and intelligent animals. These dogs are easily trained and would exhibit learned territorial / protective aggression. The professionally trained guard dog should pose no greater threat than any other dog when it is "off duty".

Unfortunately, most guard dogs encountered receive very little or no training and their natural characteristics coupled with no discipline make them a threat in some situations. Council endorses legislation in relation to guard dogs.

The owner of a dog that is used to protect non-residential property must notify Council that they have a guard dog. The General Manager or his/her delegate will declare that dog to be a dangerous dog while it is working. The owner must comply with all conditions relating to a guard dog as prescribed by the DCA 2000.

Details of guard dogs will be maintained in the Dangerous Dog Register. Properties where guard dogs are kept will be inspected from time to time to ensure compliance with conditions of the DCA 2000.

Once notified in writing by the owner of a guard dog that the dog is no longer used to guard non-residential properties, the General Manager or his/her delegate may revoke the declaration that the dog is a dangerous dog.

### **REQUIREMENTS FOR KEEPING A DANGEROUS DOG/GUARD DOG**

**Micro-chipping** - The owner of a dog declared dangerous must ensure that the dog is implanted with an identifying micro-chip in an approved manner within 30 days of being served notice of the declaration.

**Warning Signs** - The owner or person in charge of a dangerous dog must ensure that *approved* signs are displayed at all entrances to the property where the dog is kept. These are available only through Council.

**Collars** - The owner or person in charge of a dangerous dog must ensure the dog wears an *approved* collar at all times. These are available only through Council.

**Childproof Enclosure** - When on private premises and not under adult supervision, or in the case of a guard dog, when the dog is not performing guard duties, it is to be housed in a childproof enclosure.

The owner or person in charge of a dangerous dog must ensure that the dog, when in a public place is:

- a) muzzled; and
- b) on a lead not exceeding 2 metres that is of sufficient strength to control and restrain the dog; and
- c) under the control of a person at least 18 years of age.

### **CHILDPROOF ENCLOSURE**

A childproof enclosure is to meet the following minimum standards:-

- be fully enclosed.
- walls, roof and gate to be constructed of brick, timber, iron or 3.15mm chain mesh or 4mm weldmesh with a maximum spacing of 50mm.
- The floor is to be constructed of concrete to a minimum depth of 50mm and graded to allow drainage.
- The walls are to be fixed to the floor or constructed to be no more than 50mm above the floor.
- The gate is to be self-closing and have affixed to it a lock, which is to be used whenever the dog is in the pen.
- Have a minimum floor area of 10 square metres.
- Have a minimum height of 1.8 metres.
- Have a minimum width of 1.8 metres.
- Contain a raised (50mm) weatherproof sleeping area.

## **8. IMPOUNDING**

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The DCA 2000 sets out certain provisions for the impounding of dogs. Where any dog is found at large in a public place in contravention of the Act, or, on any property

other than the owner's, it may be impounded. Where any dog is impounded and the owner is known, Council shall make all attempts to contact the owner. The owner then has five days to recover the dog from the pound.

In the event that the owner of the dog is unknown, Council must keep the dog for three days. If the dog is not claimed after this time, the dog may be disposed of (for example a new owner found) or destroyed as Council sees fit. Where a dog is recovered from the pound, it shall not be released until it is registered and all registration and pound fees are paid.

There are pounds at the Bothwell and Hamilton Council Depot yards, and dogs are transferred from these pounds to the Dogs' Home, Risdon Vale.

## 9. COMPLAINTS

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With an ever-increasing urban animal population, there will invariably be associated problems with them. It is expected that with a balance of proactive and reactive education and enforcement this will minimise the impact of inappropriate dog behaviour.

Council recognises the right of community members to seek assistance in dealing with nuisances created by dogs. Council exists to represent the community and ensure that quality services are provided. This is best achieved by open communication between Council staff, the complainant, and the dog owner/s.

To this end, ACO's will not respond to complaints made anonymously. Council maintains the right to ask the complainants name, address and telephone number. It is essential that staff have access to this information so they may clarify details, seek further information, and to advise outcomes of investigations into the complaint. This information is strictly confidential and not passed on to any other member of the community.

A refundable fee, as set by Council, will be charged for all official complaints.

**COUNCIL'S ANIMAL CONTROL OFFICER WILL NOT DEAL WITH COMPLAINTS OF A FRIVOLOUS OR VEXATIOUS NATURE.**



**Australian Government**

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**Department of Infrastructure, Transport,  
Regional Development and Communications**

# REGIONAL CONNECTIVITY PROGRAM

Application Pack

Version: July 2020

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## A. Instructions

### A.1 The Regional Connectivity Program

The Regional Connectivity Program (Program) will operate in 2020-21. The Program was announced as part of the Australian Government's response to the [2018 Regional Telecommunications Review](#),<sup>1</sup> and will be administered by the Department of Infrastructure, Transport, Regional Development and Communications (Department).

The objective of the Program is to use a place-based approach to target telecommunications infrastructure investment that will provide economic opportunities and improve participation in the digital economy for regional communities and businesses.

The intended outcomes of the Program are to:

- provide place-based solutions to regional digital connectivity issues through a range of mobile and/or broadband services and
- complement the National Broadband Network, the Mobile Black Spot Program and the telecommunications industry's commercial investment plans.

### A.2 Completing this form

Please read the Regional Connectivity Program – Grant Opportunity Guidelines (Guidelines) before completing this application. You should also read and understand the sample Grant Agreement (at Attachment B) before completing an application. Where there is any discrepancy between this form and the Program Guidelines or the Grant Agreement, those documents take precedence over this application.

This application form allows the applicant to provide details for multiple Proposed Solutions for Program funding. You are able to complete separate and additional copies of sections C and E so as to provide details for each separate Proposed Solution included in your application.

### A.3 Definitions

Capitalised terms used in this application pack have the same meaning given to that term at section 21 of the Guidelines unless otherwise specified.

### A.4 Disclosure of information

The Commonwealth's use and disclosure of your information (provided in this application or otherwise) is set out in sections 16 to 19 of the Guidelines.

### A.5 Getting help

If you require clarification regarding any part of this application form please contact us at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au).

### A.6 Submitting your application

Applications may be submitted at any time up until 5.00pm Australian Eastern Standard Time on 20 October, 2020. Please refer to section 6.1 of the Guidelines for information on how to submit an application.

The primary contact (included at section B.2) will be emailed with a receipt of your submitted application to confirm that the application has been received. Please keep this receipt for your records.

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<sup>1</sup> [www.communications.gov.au/publications/australian-government-response-2018-regional-telecommunications-independent-committee-report-2018](http://www.communications.gov.au/publications/australian-government-response-2018-regional-telecommunications-independent-committee-report-2018)

## B. Applicant information

### B.1 Organisation details

Entity type	Choose an item.	
Legal name* (denotes a mandatory field) <sup>2</sup>		
Trading name(s) <sup>3</sup>		
Australian Business Number (ABN)*		
Australian Company Number (ACN)		
Organisation website*		
GST registered?*	<input type="checkbox"/> yes	<input type="checkbox"/> no

Please complete the following if you are the licensed telecommunications carrier or Nominated Carrier Declaration holder associated with this application.

Carrier Number/NCD number*	
Licensee Name (if different to Legal/Trading Name(s))	
Date licence granted*	Click or tap to enter a date.
Gazette Notice	

### B.2 Contact details

Please provide contact details for the person authorised to act on behalf of the applicant. At least one phone number or mobile must be entered.

Name*	
Position title*	
Primary contact number*	
Additional contact number	
Email address*	

Please provide your Organisation Street Address.

Address Line 1*	
Address Line 2	
Address Line 3	
Suburb/ town*	
State/ territory*	Choose an item.
Postcode*	

Is the postal address the same as the Organisation Street Address entered above?

☐

Yes. Same as your organisation street address, go to section C.

☐

No. Different to your organisation street address, provide details below.

Address Line 1*	
Address Line 2	
Address Line 3	
Suburb/ town*	
State/ territory*	Choose an item.
Postcode*	

<sup>2</sup> The legal name refers to the name that appears on all official documents or legal papers. The legal name may be different from the business name.

<sup>3</sup> Your organisation may have registered one or more trading names. If you operate under a business or trading name you can enter alternate name(s) here.

## C. Proposed Solution details

Complete a separate copy of sections C.1 to C.4 for each Proposed Solution included in this application.

### C.1 Title and overview

If your application is successful, the details you provide below in section C.1 will be published on the Departmental website. Published project details will include:

- name of the applicant
- title of the project
- a description of the project and its intended outcomes
- location of the project
- amount of funding awarded and total project cost

Provide a title for your Proposed Solution.

Please provide a brief overview of the Proposed Solution that could be used in media releases, launches and other promotional documents. Describe the benefits the Proposed Solution expects to provide over the Operational Period. Explain what it is you are going to do and how it will benefit the region or community.

### C.2 Detailed solution description

Please use Worksheet A of the **Proposed Solution Assessment Tool (PSAT)** (contained in the Excel spreadsheet provided at Attachment C) to provide details of the Asset(s) proposed to be funded and constructed as part of each Proposed Solution included in your application. Example responses are provided in **red** in the PSAT – these are **EXAMPLES ONLY**. Please delete these examples and replace with your own responses.

You can also provide your responses and/or additional information in the text fields below using the prompts (If your responses have been included within the **PSAT** please note this in the text fields below).

Please describe the context for the Proposed Solution, including the:

- type of services to be provided (i.e. voice, mobile data, residential/enterprise broadband);
- customer types being targeted as users of the service (e.g. Public, SME business, Enterprise, Government, Public Safety, telecommunication retailer etc.);
- the estimated number of customers that could benefit from the project (by customer type); and the
- device type required by the users to access the solution services (e.g. networked devices like wireless internal terminals, wireless modems, satellite modems and cable modems).



Please provide an overview of the infrastructure and technology elements of the Proposed Solution, including the:

- site location, noting that for each proposed solution there may be more than one site (details will be required for each site);
- infrastructure that is proposed to be built or upgraded;
- service levels associated with each service, including but not limited to performance, availability and restoration levels; and the
- backhaul capacity to a point of interconnect.

### C.3 Mapping Data

Please provide predictive coverage mapping data, where applicable, outlining the predictive coverage for the Proposed Solution as an attachment to this application. Mapping data should:

- be provided in either Mapinfo TAB or MID/MIF; ESRI Shape; GML; or KML format;
- use GDA94 Lat/Long projection;
- provide a resolution of 100m;
- be 'cut' to the Australian coastline (including the coastlines of small islands), where relevant. Note that coverage projected across the ocean will not be assessed.

### C.4 Eligibility

Is your Proposed Solution part of the forward build network or upgrade plans of your organisation (or licensed telecommunications carrier or holder of a Nominated Carrier Declaration (NCD) in a consortium application) over the next three financial years? ☐ yes ☐ no

Has construction started for the project activities at the time of application? ☐ yes ☐ no

## D. Costs and funding

### D.1 Consortia applications

Does the applicant plan to deliver any of the Proposed Solutions included in this application as part of a consortium?

- ☐ Yes. Provide details of consortium members for each Proposed Solution in the PSAT at Worksheet B.
- ☐ No. Go to section D.2 of this application form.

You must also attach letters to this application evidencing the support from each of the partners in a consortium for each Proposed Solution included in this application. Each letter of support should include:

- details of the partner organisation
- an overview of how the partner organisation will work with the lead organisation, including financial co-contributions and any other partner organisations in the group to successfully complete the Proposed Solution.
- an outline of the relevant experience and/or expertise the partner organisation will bring to the group
- the roles/responsibilities of the partner organisation and the resources they will contribute (if any); and
- details of a nominated management level contact officer.

### D.2 Eligible Costs

Please provide details in the PSAT (Worksheet C, Columns C-F) of the total eligible costs for the Proposed Solution to be paid for with grant funding and other contributions.

Grant funding will only be based on eligible activities. Refer to sections 4.3 and 4.4 of the Guidelines for details on eligible and ineligible expenditure. All amounts must be GST inclusive.

The total cost of each Asset in a Proposed Solution, as well as the total Proposed Solution cost, is automatically calculated in the PSAT (Worksheet C, Column G). Please check this figure to ensure that it is correct before you submit your application.

You must also provide an estimated budget to support the costing of each Proposed Solution as per section 6.2 of the Guidelines.

### D.3 Cost to Commonwealth

All eligible applications will be grouped into three categories according to the amount of Regional Connectivity Program funding requested. There is no minimum or maximum number of projects that the Government is seeking to fund in any category.

- Category 1: Projects seeking Regional Connectivity Program funding of less than \$300,000 (GST exclusive)
- Category 2: Projects seeking Regional Connectivity Program funding of \$300,000 to \$2 million (GST exclusive)
- Category 3: Projects seeking Regional Connectivity Program funding of greater than \$2 million (GST exclusive)

The cost to the Commonwealth of each Proposed Solution in this application is automatically calculated in the PSAT (Worksheet C, Column J) by subtracting the total cash co-contributions from the total eligible costs as calculated in Worksheet C, Column G. Please check this figure to ensure that it is correct before you submit your application.

## D.4 Contributions

Please provide details of any co-contributions from you (the applicant) in the PSAT at Worksheet C, Column H, and contributions from any other contributors in the PSAT at Worksheet C, Columns I and L-T. Only include contributions that have been approved. Please check these figures in the PSAT to ensure that they are correct before you submit your application.

You must submit letters evidencing the cash contribution from each contributing organisation or individual with this application. They must:

- Be on the organisation's letterhead (not applicable for individuals)
- Be signed and dated by an authorised person or the individual providing the contribution
- Set out the value and timing of contributions and any conditions attached.

Applicants are not required to upload evidence of contributions from their own organisation. An authorised person (e.g. the nominated contact in section B.2 of this application) completing the applicant declaration in section H.3 of this application is sufficient confirmation of the applicant's contribution.

## D.5 Commitment of use

Please provide details of at least one retail service provider which will deliver services on each Proposed Solution included in this application during the Operational Period using the PSAT (Worksheet D).

You must also submit letters evidencing this commitment of use from at least one retail service provider for each Proposed Solution included in this application. They must:

- Be on the organisation's letterhead
- Be signed and dated by an authorised person
- Set out the nature of the commitment of use and any conditions attached.

## E. Merit criteria

Please address the merit criteria for each Proposed Solution in this application using this section E. Complete a separate copy of sections E.1 to E.4 for each Proposed Solution included in this application. Please refer to [Attachment A](#) to this application pack for guidance on the assessment rating scale to assist you in preparing your responses to sections E.1 to E.4.

Each Proposed Solution will need to address **at least one of**:

- Merit Criterion one (economic benefits)
- Merit Criterion two (social benefits)

**AND both of:**

- Merit Criterion three (competition, capacity, capability and resources to deliver the project)
- Merit Criterion four (co-contribution)

In accordance with the Guidelines, the **aggregate score** of Merit Criteria one and two will be used when considering your application. Responses should be provided to both these criteria, if applicable.

We will assess eligible applications against each Merit Criterion using the weighting indicated to develop an overall score. Each application will also undergo an overall relevant Value for Money assessment.

You should provide sufficient evidence to support your answers, including evidence of community support for any proposed economic and/or social benefits offered by your Proposed Solution. You may attach any other documents that support your application and/or claims made in relation to the Merit Criteria.

We encourage you to seek, where applicable, the support of local Governments and/or state or territory Governments in preparing your application. For example, they may be able to assist you in identifying the expected outcomes of the project, particularly the economic and social benefits that would be available to the local community if the project is funded.



## E.1 Merit criterion one - Economic Benefit (15 points)

### Economic benefits of your project for the region

**Economic benefits** for a region may cover increases in employment opportunities or economic activity, improvements in productivity, wider access to markets or fairer and more equitable economic outcomes.

Examples of how your project could demonstrate these economic benefits include:

- a. increasing the number or value of jobs
- b. creating new businesses or efficiencies in the production of goods and services in the region beyond the construction phase (this includes direct and indirect opportunities created through the project)
- c. providing opportunities for growth in existing sectors, e.g. tourism, agriculture, manufacturing
- d. whether the Proposed Solution provides an innovative approach to improve productivity, efficiency or addresses an identified problem.
- e. evidence of the community/local intent to employ the Proposed Solution, which may include evidence or support from:
  - i. State and territory governments
  - ii. Local government and regional development authorities
  - iii. Industry, business, and community groups
  - iv. Not-for-profits
  - v. First Nations community controlled organisations

If you have previously stated that your project is in an Ineligible area but economic benefits will flow directly to an eligible area, you must demonstrate this in your response to this criterion.

In responding to this criterion you must provide evidence to support your claims; this can include letters of community support, business plans or economic modelling (such as a cost benefit analysis).

## E.2 Merit criterion two – Social Benefit (15 points)

### Social benefits of your project for the region

**Social benefits** for a region may cover improving access to health and education services, improving public safety and improving regional amenity, community connections and inclusion.

Examples of how your project could demonstrate these social benefits include:

- a. facilitating provision of more efficient and effective health or education services, including improved access to health or education resources in the home.
- b. improving public safety in a defined area. This may include the ability to call 000 from more locations, providing alternative technologies with which to do so, or improving the effectiveness, resilience or safety of Public Safety Premises.
- c. improving regional amenity, community connections and inclusion. This may include improving affordability, providing services that help to attract and retain a workforce or enhancing cultural heritage.
- d. addressing disadvantage within the community. This may include addressing low digital inclusion, providing affordable services to places with entrenched disadvantage, or providing people who are excluded with improved opportunities to access support services.

If you have previously stated that your project is in an excluded area but social benefits will flow directly to an eligible area, you must demonstrate this in your response to this criterion.

In responding to this criterion you must provide evidence to support your claims; this can include letters of support, community consultation or socio-economic data.

### E.3 Merit criterion three – Project delivery (10 points)

#### **Capacity, capability and resources to carry out deliver the project**

You should demonstrate this through identifying:

- a. the maturity of the proposed solution and technology being adopted; including case studies of where the same or a similar solution has been implemented.
- b. your access, or future access to, any necessary infrastructure, power or backhaul.
- c. your track record delivering similar projects and access to personnel and/or partners with the right skills and experience. Evidence of sound project planning to manage and monitor the project covering scope, implementation methodology, timeframes, budget and risk.
- d. your readiness to commence the project including availability of key personnel, equipment and finance.
- e. how you will maintain the infrastructure and benefits of the project during the Operational Period, including the ability to manage expected increased data demands over the course of the Operational Period.
- f. the extent to which the proposed solution facilitates retail competition.

Evidence to support your claims, including an Accountant Declaration (using the template at Attachment D or similarly formatted document) and Funding Strategy (e.g. financial statements, loan agreements, cash flow documents) should be attached to this application.

## E.4 Merit criterion four – Financial co-contributions (10 points)

### **Impact of grant funding on your project**

We will use the co-contribution information provided in the PSAT at Worksheet C, Columns H-I and K-T to assess this criterion, using a scale where more points are awarded for a higher percentage of the total eligible costs (as calculated in Worksheet C, Column G) which are covered by co-contributions from the applicant and third parties.

If you wish to include additional information to respond to this criterion, you can provide it here or in a separate attachment to your application.

## F. Statement of Compliance with Sample Grant Agreement

If an applicant does not accept a clause in the Sample Grant Agreement (**Attachment B**) in its entirety, the applicant is required in this Statement of Compliance to:

- a. identify any aspect of a Proposed Solution in their application that involves a proposed departure from, or variation to, the provisions of the Sample Grant Agreement;
- b. describe the nature of the departure from the Sample Grant Agreement and the rationale for the proposed departure;
- c. specify the impact that compliance with the existing clause in the Sample Grant Agreement would have on other parts of its Proposed Solution (including price) and the risks to the applicant that would arise if the applicant were required to comply with the existing clause;
- d. where the applicant does not accept all clauses in the Sample Grant Agreement, submit a revision-marked version of the Sample Grant Agreement reflecting the applicant's proposed changes (including text for new, modified or replacement clauses); and
- e. in completing the 'compliance status' column below, use one of the following expressions:
  - i. **partially complies** means the contractual condition, characteristic or performance requirement of the clause can be met by the applicant, subject to certain qualifications, which are stated in full;
  - ii. **does not comply** means that the contractual condition, characteristic or performance requirement of the clause cannot or will not be met by the applicant; or
  - iii. **not applicable** means that due to the nature of the application, or of the applicant, the question of adherence to the clause does not arise.

Clause/annex/ attachment	Partially Complies, Does Not Comply or Not Applicable	Risk to the applicant	Reason(s) and any alternative clause or drafting
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		

## G. Supporting documents checklist

Please use the following checklist to ensure that you have included all documents necessary to process your application as required by section 6.2 of the Guidelines. Refer to either the indicated section in this application or the Guidelines for details on any requirements for documentation.

For assistance with any technical issues experienced while completing this application form or attaching documents, please contact us at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au).

Document	Section	Attached
Predictive coverage mapping data	C.3	<input type="checkbox"/>
Proposed Solution Assessment Tool (PSAT)	C, D	<input type="checkbox"/>
Letters of support (consortia applications only)	D.1	<input type="checkbox"/>
Estimated project budget	D.2	<input type="checkbox"/>
Evidence of commitment to co-contributions	D.4	<input type="checkbox"/>
Evidence of retail service provider commitment	D.5	<input type="checkbox"/>
Evidence of need for/benefits of proposed solution	E.1, E.2	<input type="checkbox"/>
Evidence of funding strategy	E.3	<input type="checkbox"/>
Accountant declaration	E.3, Attachment D	<input type="checkbox"/>
Evidence of ability to successfully construct and operate the Asset	E.3	<input type="checkbox"/>
Evidence of ability to deliver a retail service on the Asset	E.3	<input type="checkbox"/>

In addition, please ensure the Application Declaration at H.3 has been signed by a duly authorised representative of your organisation (for example a senior executive, director, or company secretary).

## H. Applicant declaration

### H.1 Conflicts of Interest

Do you have any perceived or existing conflicts of interest regarding any of the Proposed Solutions included in this application?

- ☐ Yes. Describe the perceived or existing conflict/s of interest and how you anticipate managing them below (refer to section 15 of the Guidelines for further information on your conflict of interest responsibilities).
- ☐ No. Go to H.2.

### H.2 Privacy collection notice

The Department is subject to the [Privacy Act 1988 \(Cth\)](#) (Privacy Act), which requires that we comply with the Australian Privacy Principles (APPs) setting out how Australian Government agencies should collect, use, store and disclose personal information and how individuals can access records containing their personal information. General information about the Privacy Act and APPs can be found on the [Office of the Australian Information Commissioner website](#). The Department is also subject to the privacy and confidentiality provisions set out in the [Commonwealth Grants Rules and Guidelines](#) and in sections 16 and 17 of the Guidelines.

The Department will use the information you submit in this application form to assess applications against the eligibility and merit criteria as outlined in the Guidelines and this application, as well as to contact applicants to seek additional information about their applications and to advise on the progress of applications. The Department will also publish information on individual grants, including the proposal details provided by the applicant in section C1 of this application, in the public domain (such as on the Department's website) unless otherwise prohibited by law. If you do not provide the information requested the Department may not be able to adequately assess your proposal for Program funding.

The Department may disclose your information to other Commonwealth agencies in order to seek verification and/or clarification of this information to assist the assessment of an application or where otherwise required by law. This includes but is not limited to disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes, as well as government administration, research or service delivery according to Australian laws. Information that is deemed 'confidential' in accordance with section 17 of the Guidelines may also be shared for a relevant Commonwealth purpose (as listed in section 17 of the Guidelines).

The Department may also share with local, state and territory governments (on a confidential basis) any or all information contained in applications which it considers relevant to the respective jurisdiction based on the location of the Proposed Solution(s), including but not limited to costings for Proposed Solutions that are not successful in receiving funding through the Program, subject to agreement on confidentiality with applicants.

By submitting any personal information in this application form you are consenting, for the purposes of the Privacy Act and the other documents listed above, to your personal information being disclosed to us and potentially other appropriate third parties, Commonwealth government entities and statutory agencies for purposes directly related to administering the Program (as listed above) and to facilitate research, assessment, monitoring and analysis of other programs and activities unless otherwise prohibited by law.

If any information in your application is incorrect or has been provided in error, please contact [RegionalConnectivity@communications.gov.au](mailto:RegionalConnectivity@communications.gov.au) to update this information. For further information about our privacy obligations (including in relation to how to access or correct personal information or make a complaint) and our contact details for privacy matters, please see our [Privacy Policy](#).

### H.3 Applicant declaration

I declare that I have read and understood the Regional Connectivity Program Grant Opportunity Guidelines, including the privacy, confidentiality and disclosure provisions, and agree to my information being used in accordance with these provisions as detailed in the Guidelines and in section H.2 of this application.

I declare that the proposed project outlined in this application and any associated expenditure has been endorsed by the applicant's Board or person with authority to commit the applicant to this project.

I declare that the applicant will comply with, and require that its subcontractors and independent contractors comply with, all applicable laws.

I declare that the information contained in this application and all its attachments, together with any statement provided is, to the best of my knowledge, accurate, complete and not misleading and that I understand that giving false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).

I acknowledge that I may be requested to provide further clarification or documentation to verify the information supplied in this form and that the Department may, during the application process, consult with other government agencies, including state and territory government agencies, about the applicant's claims and may also engage external technical or financial advisors to advise on information provided in the application.

I acknowledge that if the Department is satisfied that any statement made in an application is incorrect, incomplete, false or misleading the Department may, at its absolute discretion, take appropriate action. I note such action may include, but is not limited to, excluding an application from further consideration; withdrawing an offer of funding; using the information contained in the application for a fraud investigation that would be consistent with the Australian Government Investigations Standards and Commonwealth Fraud Control Framework and for management purposes and/or terminating any grant agreement between the Commonwealth and the recipient including recovering funds already paid.

I agree to participate in the periodic evaluation of the services undertaken by the Department.

I declare that I am duly authorised to complete this form and acknowledge that by including my name in this application I am deemed to have signed and certified this application.

I approve the information in this application being communicated to the Department in electronic form.

State your name and position*	
State your email address*	



## Attachment A: Assessment Rating Scale

The following rating scale will be used in assessing responses to Merit Criteria 1-4 (Sections E.1-4 of this).

Score	Description	Points range
<b>Very Good</b>	The response is highly convincing and credible. It demonstrates very good capability, capacity and experience, relevant to, or understanding of, the requirements of the merit criterion. Comprehensively documented with all claims fully demonstrated and substantiated by high-quality evidence.	Economic benefits: 13-15 Social benefits: 13-15 Project delivery: 9-10
<b>Good</b>	The response is convincing and credible. It demonstrates good capability, capacity and experience relevant to, or understanding of, the requirements of the merit criterion. Documentation provides complete details. Most claims are well demonstrated and substantiated by good-quality evidence.	Economic benefits: 10-12 Social benefits: 10-12 Project delivery: 7-8
<b>Satisfactory</b>	The response is credible and it demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirements of the merit criterion. The applicant's claims are reasonably well documented but have several gaps or are only somewhat supported by the evidence provided.	Economic benefits: 7-9 Social benefits: 7-9 Project delivery: 5-6
<b>Poor</b>	The response is barely credible and/or convincing. There are shortcomings and deficiencies in demonstrating the applicant's capability, capacity and experience relevant to, or understanding of, the requirements of the merit criterion. The applicant's claims are not well documented or sufficiently supported by the evidence provided.	Economic benefits: 4-6 Social benefits: 4-6 Project delivery: 3-4
<b>Inadequate</b>	The response is unconvincing and requirement has not been met. It has inadequate information to demonstrate the applicant's capability, capacity and experience relevant to, or understanding of, the requirements of the Merit Criterion. The application does not provide documentation or evidence (or provides low-quality evidence) to support its claims.	Economic benefits: 0-3 Social benefits: 0-3 Project delivery: 0-2

## Attachment B: Sample Grant Agreement

The Department will provide a Sample Grant Agreement on GrantConnect with this Application Pack.

## Attachment C: Proposed Solution Assessment Tool (PSAT)

The Department will provide the Proposed Solution Assessment Tool on GrantConnect with this Application Pack.

## Attachment D: Accountant Declaration Template

Role of person making declaration	Accountant or Chief Financial Officer (CFO)
Name	
Contact details	
Qualification	<input type="checkbox"/> Chartered Accountant <input type="checkbox"/> Certified Practicing Accountant <input type="checkbox"/> CPA Australia <input type="checkbox"/> Chartered Accountants Australia and New Zealand <input type="checkbox"/> Institute of Public Accountants
Membership number	
Applicant's name	
Applicant's ABN	

I declare that:

- ☐ On the basis of the evidence [applicant name] has supplied to me, I consider that [applicant name]'s trading activities:
- form a sufficiently significant proportion of the corporation's overall activities as to merit it being described as a trading corporation; or
  - are a substantial and not merely peripheral activity of the corporation]
- ☐ On the basis of the evidence [applicant name] has supplied to me, I consider that [applicant name] is able to fund its share of the cost of the proposed project from the following source of funding - [insert source of funding].
- ☐ This opinion is based on the applicant's share being [insert amount] out of total project expenditure of [insert amount].

The applicant is part of a consolidated group for tax purposes. Yes ☐ No ☐

Signature

Signed on this          day of          20

## Attachment E: GovTEAMS User Guide

Please note that the following advice relates to the use of GovTEAMS for **the RCP only** and is **general** in nature. If you experience any technical or other specific issues with using the GovTEAMS platform, please contact the GovTEAMS help centre at [www.govteams.gov.au/contact-us](http://www.govteams.gov.au/contact-us).

### What is GovTEAMS?

GovTEAMS is a digital collaboration service built for government. It brings together all the tools you need in one place to connect, share and work together across organisations. It is powered by Office 365 tools. The main apps you'll use in GovTEAMS are Microsoft Teams and SharePoint.

### What will GovTEAMS be used for during the RCP?

GovTEAMS is one of several options applicants can use to develop and submit their applications for funding under the RCP, alongside email, mail and hand-delivery. GovTEAMS may also be used for the ongoing management of funded projects, such as the submission of reports in line with the program's requirements.

The advantage of GovTEAMS is that it is a private and secure platform which is fully compliant with government standards, and allows users to upload larger files such as dense map files or multiple pdf documents. GovTEAMS also provides a central location to submit and view these files, and enables an easy channel of communication between the RCP team and the applicant in addition to other platforms like email or Skype.

### How do I register for GovTEAMS?

Users from local, state or territory governments, Government Business Enterprises or the wider private sector are able to access GovTEAMS as guests and must be invited to the RCP community by a registered member from the RCP team.

If you're interested in using GovTEAMS to submit your RCP application, please contact the RCP team at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au). The team will invite you to the RCP community and you can join using the following instructions:

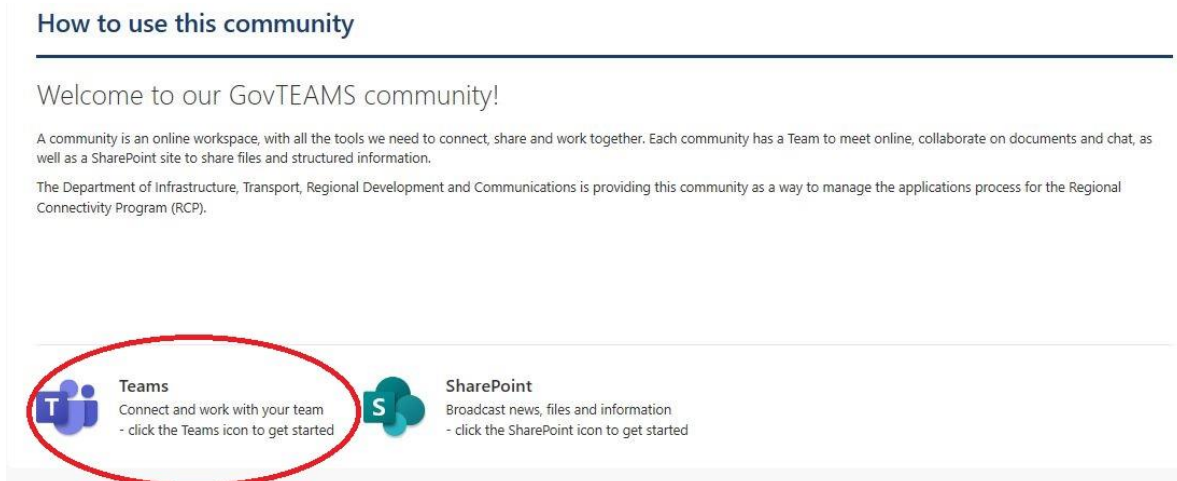
1. You'll receive an email inviting you to join a community. Click 'join GovTEAMS' in the email.
2. Set up your account - You'll need to read and accept the terms and conditions. Enter your details in the form and complete your account set-up.
3. Log in - Follow the prompts to log in with your GovTEAMS username (your username will be the email address you were invited with).
4. Complete Microsoft's multi-factor authentication process - You'll need a phone or the Microsoft authentication app on your device. The additional security verification is mandatory for all members and guests as it adds a layer of protection to the entire GovTEAMS service.

The RCP team will also create and invite you to a private channel, specific to your organisation or project, in Microsoft Teams. Channels are the main platform for uploading your RCP application documentation and communication with the RCP about the specific details of your application. Your project channel and any information within it will not be visible to other users within the wider RCP community.

## How do I upload application documentation?

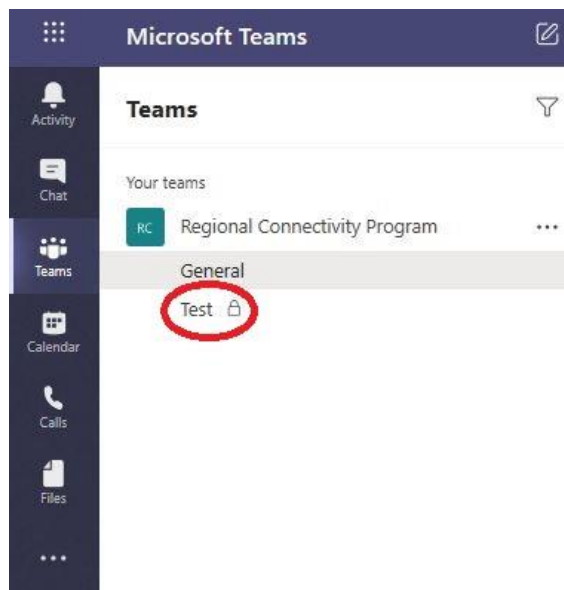
You can upload files to a maximum file size of 15GB in Microsoft Teams. Documents uploaded to your project channel will not be visible to other users within the wider RCP community.

You can upload files using the following instructions:



1. From the RCP community dashboard, launch Microsoft Teams.

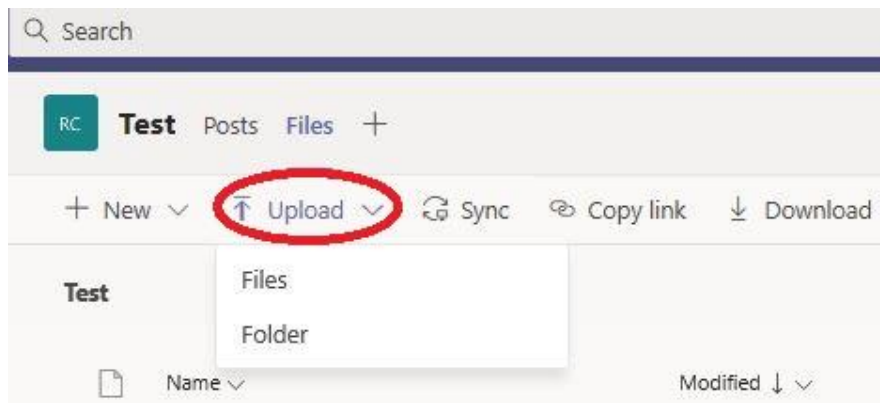
2. In teams, you will see the RCP community and your available channels in a column on the left hand side. Select your project channel – e.g. 'Test'.



3. In your project channel, select 'Files' from the menu at the top of the page.

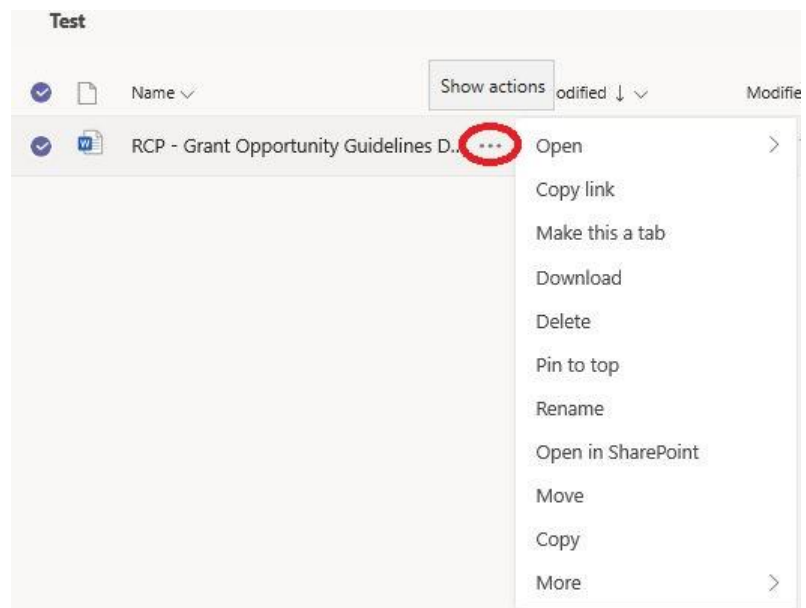


4.  
and  
  
choose  
folder  
upload.



Select 'Upload'  
follow the  
prompts to  
the file or  
you wish to

5. The file or folder will upload  
and display in the main view.  
You can open, delete and edit  
files by clicking the '...' icon on  
the file you wish to modify.





**Australian Government**

**Department of Infrastructure, Transport,  
Regional Development and Communications**

## RCP Grant Opportunity Guidelines

Detail	Response
Opening date:	28 July 2020
Closing date and time:	5pm 20 October 2020 AEDT
Commonwealth policy entity:	Department of Infrastructure, Transport, Regional Development and Communications
Enquiries:	If you have any questions, please email us at <a href="mailto:regionalconnectivity@communications.gov.au">regionalconnectivity@communications.gov.au</a> . Questions should be sent no later than two weeks before close.
Date guidelines released:	28 July 2020
Type of grant opportunity:	Targeted competitive



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## Regional Connectivity Program: Funding Round Processes

The Regional Connectivity Program is designed to achieve Australian Government objectives

This Grant Opportunity is part of the above Program, which contributes to the Department of Infrastructure, Transport, Regional Development and Communications' (the 'Department's') Outcome: *Promote an innovative and competitive communications sector, through policy development, advice and program delivery, so all Australians can realise the full potential of digital technologies and communications services.* The Department works with stakeholders to plan and design the Grant Opportunity according to the [Commonwealth Grants Rules and Guidelines \(CGRGs\)](#).



### The Grant Opportunity opens

We publish the grant Guidelines on [GrantConnect](#).



### You complete and submit a grant application

You complete the application form and address all of the eligibility and Merit Criteria to be considered for a grant.



### We assess all grant applications

We assess the applications against Eligibility Criteria and notify you if you are not eligible. We assess your eligible application against the Merit Criteria, including an overall consideration of Value for Money, and compare it to other applications.



### We make grant recommendations

We provide advice to the Decision Maker on the merits of each application.



### Grant decisions are made

The Decision Maker decides which applications are successful.



### We notify you of the outcome

We advise you of the outcome of your application. We may not notify unsuccessful applicants until Grant Agreements have been executed with successful applicants.



### We enter into a Grant Agreement

We will enter into a Grant Agreement with you if you are successful. The Grant Agreement will be proportional to the risks involved.



### Delivery of grant

You undertake the Grant Activity as set out in your Grant Agreement. We manage the grant by working with you, monitoring your progress and making payments.



### Evaluation of the Regional Connectivity Program

We evaluate your specific Grant Activity and the Regional Connectivity Program as a whole. We base this both on the information you provide to us and that which we collect from various sources.

# 1. About the Program

These Grant Opportunity Guidelines ('Guidelines') contain information about the Regional Connectivity Program ('Program'), and the Program's Grant Opportunity and set out:

- the purpose of the Program/Grant Opportunity
- the Eligibility Criteria and Merit Criteria
- how grant applications are considered and selected
- how Grantees are notified and receive grant payments
- how Grantees will be monitored and evaluated; and
- responsibilities and expectations in relation to the Grant Opportunity.

You must read these Guidelines before filling out an application.

We have defined key terms used in these Guidelines in the [Glossary at section 21](#).

## 1.1 The Regional Connectivity Program

The Program was announced as part of the Government's response to the [2018 Regional Telecommunications Review](#).

The objective of the Program is to use a place-based approach to target telecommunications infrastructure investment that will provide economic opportunities and improve participation in the digital economy for regional communities and businesses.

The intended outcomes of the Program are to:

- Provide place-based solutions to regional digital connectivity issues through a range of mobile and/or broadband services; and
- Complement the National Broadband Network, the Mobile Black Spot Program and the telecommunications industry's commercial investment plans.

## 1.2 The Regional Connectivity Program Grant Opportunity

The Program is a place-based program that will give effect to local and national goals through targeted investment in telecommunications infrastructure. It will enable bespoke telecommunications projects to be specifically tailored to the particular economic and/or social requirements of a region.

The Program's Grant Opportunity will support projects that deliver new telecommunications infrastructure or the upgrade of existing telecommunications infrastructure to provide economic and social benefits in regional, rural and remote areas.

The Grant Opportunity will focus on areas:

- of high economic and/or social value
- outside the NBN Fixed-line footprint; and
- where better connectivity and increased data have a clear benefit to a local region.

We will publish the opening and closing dates and any other relevant information on the [Regional Connectivity Program webpage](#)<sup>1</sup> and [GrantConnect](#).<sup>2</sup> Where there is any discrepancy between these two publications, GrantConnect is the authoritative source for grants information.

We administer the Grant Opportunity according to the [Commonwealth Grants Rules and Guidelines](#) (CGRGs).<sup>3</sup>

### 1.2.1 Services and deliverables

The services to be delivered, as a result of the proposed projects, must be a demonstrable improvement over the existing telecommunications solutions in the relevant area. For broadband access technologies, a like-for-like technology such as a Fixed Wireless service where there is an existing Fixed Wireless service would only meet this requirement if the proponent can demonstrate a clear need for improvement and the project would deliver a demonstrable and substantive improvement in service quality, coverage, reliability and/or speed.

These service improvements may include, but are not limited to, upgrades to address seasonal congestion, backhaul capacity upgrades to improve quality of service or additional mobile towers in areas where there is existing but patchy coverage.

### 1.2.2 Financial co-contribution

All projects will be expected to leverage a substantial financial (cash) co-contribution to the capital costs of building or installing each Funded Solution. To increase the reach of the Program, applicants are encouraged to seek financial co-contributions from state, territory or local governments, local communities and/or other third parties.

Applicants are solely responsible for forming relationships and negotiating contributions with any relevant third parties, and for testing and/or verifying any advice received from these third parties.

For Funded Solutions that include a co-contribution from a state or territory government, the Department expects that Grantees will enter into a Grant Agreement with the Commonwealth and a separate agreement with the respective state or territory government.

For Funded Solutions that include co-contributions from other parties, the Grantee will bear any costs, and cover the other parties' funding if the other parties' funding is not secured following execution of the Grant Agreement between the Grantee and the Commonwealth.

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<sup>1</sup> [www.communications.gov.au/what-we-do/internet/regional-connectivity-program](http://www.communications.gov.au/what-we-do/internet/regional-connectivity-program)

<sup>2</sup> [www.grants.gov.au/](http://www.grants.gov.au/)

<sup>3</sup> [www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf](http://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf)

For Proposed Solutions that include co-contributions from third parties, a copy of the terms of the third parties' commitment to the applicant is to be attached to the application for funding.

### **1.2.3 Local community priority**

During the application period, applicants are strongly encouraged to consult with state, territory and local governments and local communities regarding the Proposed Solutions. These consultations should involve the identification of priority areas to be covered by the Proposed Solution. Priority areas may include specific roads, health or education facilities, industrial areas, community sites, high-value production areas, or areas with a demonstrable need for improved public safety (for example where people are unable to call 000 because of limited coverage or lack of infrastructure).

To give effect to the place-based objective of the Program, applicants will need to provide evidence that their Proposed Solution is a priority for the local community. A local priority project could be identified through a regional digital plan or similar strategy by local government or letters of support accompanying the grant application. This could be demonstrated by evidence of support from groups such as: state and territory governments; local government and Regional Development Australia committees; industry, business, and community groups; not-for-profits (registered with the Australian Charities and Not-for-profits Commission) and First Nations community-controlled organisations.

State, territory and local governments may own infrastructure in areas that could potentially be used for Funded Solutions. These governments may have specific requirements in relation to the use of their infrastructure that will need to be identified in the applications put forward by applicants for relevant Proposed Solutions.

### **1.2.4 Operational period**

All Funded Solutions should provide retail services for a minimum period of seven (7) years after the Asset has become operational.

### **1.2.5 Application and selection process**

Applicants may apply individually or jointly (as part of a consortium). Joint applications must be underpinned by commercially binding arrangements or a clear intention to enter into such arrangements, should the application be successful. Grants to joint applicants may be granted on the condition that the parties enter into a binding agreement, approved by the Department, prior to finalisation of the Grant Agreement.

Grant recipients will be selected by the Department through a competitive, merit-based Selection Process against Eligibility Criteria and Merit Criteria as set out in these Guidelines. In applying for grants, applicants will outline their specific proposal, and demonstrate support from the local community. The most overt form of support will be financial co-contributions (such as contributions from state or local governments).

## 2. Grant amount and grant period

### 2.1 Grants available

The Australian Government has announced a total of \$60 million (GST exclusive) for the Program. Applicants should note that, as well as providing for this Grant Opportunity, the \$60 million (GST exclusive) allocated for the Program includes funding for a Digital Tech Hub, a trial of alternative voice services in remote areas and a fixed amount of \$2.6 million for two measures to support the further development of the Universal Service Guarantee. These initiatives will be procured concurrently but separately to this Grant Opportunity.

The Department estimates that there will be up to \$53 million (GST exclusive) available for the Grant Opportunity in 2020-21.

The Grant period will run from 28 July 2020 to 30 June 2021. Grantees will be required to provide retail services from the Funded Solution for the Operational Period as identified in [section 2.2](#) 'Project Period' of these Guidelines.

- There is no minimum grant amount
- There is no maximum grant amount, but grants cannot exceed the amount of available funds, being up to \$53 million (GST exclusive).

We will group all eligible applications into three categories according to the amount of Program funding requested to ensure that smaller projects are given due consideration during the assessment process. There is no minimum or maximum number of projects that the Government is seeking to fund in any category.

- Category 1: Projects seeking Regional Connectivity Program funding of less than \$300,000 (GST exclusive)
- Category 2: Projects seeking Regional Connectivity Program funding of \$300,000 to \$2 million (GST exclusive)
- Category 3: Projects seeking Regional Connectivity Program funding of greater than \$2 million (GST exclusive)

### 2.2 Project Period

You must complete all of your Funded Solutions by 30 June 2021. Grantees will be required to maintain the services for an Operational Period of seven (7) years following the Date of Asset Completion for each Funded Solution. If you consider that additional time is required to complete your project, please advise the Department in your application.



## 3. Eligibility criteria

We cannot consider your application if you do not satisfy all the Eligibility Criteria.

### 3.1 Who is eligible to apply for a grant?

To be eligible you must:

- have an Australian Business Number (ABN)

and must be one of the following entity types, a:

- licensed telecommunications carrier under the *Telecommunications Act 1997*; or
- owner or intended owner of the Proposed Solution infrastructure who holds or intends to hold a Nominated Carrier Declaration (NCD) under the *Telecommunications Act 1997* in relation to the infrastructure to be built or improved/upgraded; or

for a joint (consortia) application:

- at least one organisation<sup>4</sup> must be a licensed telecommunications carrier or infrastructure owner who holds/intends to hold a NCD in relation to the infrastructure to be built or improved/upgraded. The licensed carrier or infrastructure owner (in the case a NCD applies) must be the entity that enters into a Grant Agreement with the Commonwealth. However, such an application may be led by any of the following entity types:
  - Licensed carriers or infrastructure owner (in the case a NCD applies)
  - State and territory governments
  - Local government, local governing bodies, and regional development bodies
  - Industry, business, and community groups
  - Not-for-profits; or
  - First Nations community controlled organisations.

## 4. What the grant money can be used for

### 4.1 Eligible grant activities

To be eligible, your Proposed Solution must:

- improve access to mobile and/or broadband services in Eligible Areas of high economic, social, or public safety significance
- provide place-based telecommunications solutions to regional digital connectivity issues
- deliver new infrastructure or the upgrade or improvement of existing infrastructure
- not overbuild a like-for-like service, such as Fixed Wireless where there is an existing Fixed Wireless service (similarly for 4G mobile services), unless you can demonstrate a clear need

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<sup>4</sup> The Australian Government recognises that some organisations may seek to form consortia in order to apply for a grant. Consortia are eligible to apply and the relevant conditions applicable to consortia are at [section 6.3](#) 'Joint (consortia) Applications'.



for improvement and the project would deliver a demonstrable and substantive improvement in service quality, coverage, reliability or speed;

- not have started construction or be part of the participating telecommunications provider's forward build network or upgrade plans over the next three financial years; and
- for mobile solutions, include an auxiliary back-up power supply which provides back up power for a minimum of 12 hours in the event of the loss of external power to the site.

## 4.2 Eligible locations

Your application can include projects at different locations, as long as they are all in Eligible Areas. Each Proposed Solution will be individually assessed according to the Merit Criteria. Part or all of the Asset may be located in an Ineligible Area provided it supports services in Eligible Areas. Eligible Areas are all parts of Australia that do not fall within one or more of these Ineligible Areas.

Ineligible Areas are:

- Urban Centres and Localities geographical units classified by the Australian Bureau of Statistics as 'Major Urban', i.e. with a population of 100,000 or more.<sup>5</sup> The Department will provide map overlays showing Ineligible Areas on request; and
- Areas that NBN Co predominantly services or proposes to service with a Fixed-line service. Information on NBN Co's rollout is available at [www.nbnco.com.au/residential/learn/rollout-map](http://www.nbnco.com.au/residential/learn/rollout-map).

## 4.3 Eligible expenditure

You can only spend the grant on eligible expenditure you have incurred on an agreed project as defined in your Grant Agreement.

Grant funding will be available for the capital costs of building or installing Funded Solutions. This may include site acquisition and planning approval costs. Grantees will be responsible for any actual capital costs which exceed estimated costs.

Not all expenditure on your Funded Solutions may be eligible for grant funding. The Program Delegate makes the final decision on what is eligible expenditure and may give additional guidance on eligible expenditure if required.

You must incur the expenditure on your Funded Solution between the start date and completion date for your Grant Agreement for the expenditure to be eligible.

## 4.4 What the grant money cannot be used for

To ensure that applicants do not seek Program funding for Proposed Solutions in areas where they have already planned to invest commercially, all applicants must certify that none of the

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<sup>5</sup> Based on ABS Release — 1270.0.55.004 — Australian Statistical Geography Standard (ASGS): Volume 4 — Significant Urban Areas, Urban Centres and Localities, Section of State, July 2016.

Proposed Solutions for which Grant Opportunity funds are being sought were at any time part of their forward build network expansion or upgrade plans over the next three financial years as at the date the Grant Opportunity opens.

Operating and maintenance expenditure for Funded Solutions is ineligible for grant funding.

The Department will not in any circumstances meet any costs or expenses incurred by an applicant in connection with their application. Applicants must bear their own costs and expenses associated with the application and assessment process, and the preparation, negotiation and execution of the Grant Agreement and of other documentation.

The Department may audit a Grantee's compliance with requirements.

## 5. Merit Criteria

Applications will need to address **at least one of**:

1. Merit Criterion one (economic benefits)
2. Merit Criterion two (social benefits)

AND both of:

3. Merit Criterion three (competition, capacity, capability and resources to deliver the project)
4. Merit Criterion four (co-contribution).

You may still respond to both of criterion one and two and the aggregate score will be used when considering your application. Your application may be at a relative advantage if you respond to both criterion one **and** criterion two. We will assess eligible applications against each Merit Criterion using the weighting indicated to develop an overall score. Each application will also undergo an overall Value for Money assessment.

The application form asks questions that relate to the Merit Criteria below. You should provide sufficient evidence to support your answers, including evidence of community support for any proposed economic and/or social benefits offered by your Proposed Solution (see [section 6.2](#) for more information).

We encourage you to seek the support of the local government and/or state or territory Government in preparing your application. For example, they may be able to assist you in identifying the expected outcomes of the project, particularly the economic and social benefits that would be available to the local community, if the project is funded.

## 5.1 Merit Criterion 1 – Economic Benefit

### Economic benefits of your project for the region (15 points)

**Economic benefits** for a region may cover increases in employment opportunities or economic activity, improvements in productivity, wider access to markets or fairer and more equitable economic outcomes.

Examples of how your project could demonstrate these economic benefits include:

- a. increasing the number or value of jobs
- b. creating new businesses or efficiencies in the production of goods and services in the region beyond the construction phase (this includes direct and indirect opportunities created through the project)
- c. providing opportunities for growth in existing sectors, e.g. tourism, agriculture, manufacturing
- d. whether the Proposed Solution provides an innovative approach to improve productivity, efficiency or addresses an identified problem; and/or
- e. evidence of the community/local intent to employ the Proposed Solution, which may include evidence or support from:
  - i. State and territory governments
  - ii. Local government and regional development authorities
  - iii. Industry, business, and community groups
  - iv. Not-for-profits; or
  - v. First Nations community controlled organisations.

## 5.2 Merit Criterion 2 – Social Benefit

### Social benefits of your project for the region (15 points)

**Social benefits** for a region may cover improving access to health and education services, improving public safety and improving regional amenity, community connections and inclusion.

Examples of how your project could demonstrate these social benefits include:

- a. facilitating provision of more efficient and effective health or education services, including improved access to health or education resources in the home
- b. improving public safety in a defined area. This may include the ability to call 000 from more locations, providing alternative technologies with which to do so, or improving the effectiveness, resilience or safety of Public Safety Premises
- c. improving regional amenity, community connections and inclusion. This may include improving affordability, providing services that help to attract and retain a workforce or enhancing cultural heritage; and/or
- d. addressing disadvantage within the community. This may include addressing low digital inclusion, providing affordable services to places with entrenched disadvantage, or

providing people who are excluded with improved opportunities to access support services.

### 5.3 Merit Criterion 3 – Project Delivery

#### **Competition, capacity, capability and resources to deliver the project (10 points)**

You should demonstrate this through identifying:

- the maturity of the proposed solution and technology being adopted; including case studies of where the same or a similar solution has been implemented;
- your access, or future access to, any necessary infrastructure, power or backhaul;
- your track record delivering similar projects and access to personnel and/or partners with the right skills and experience. This should include evidence of sound project planning to manage and monitor the project covering scope, implementation methodology, timeframes, budget and risk;
- your readiness to commence the project including availability of key personnel, equipment and finance;
- how you will maintain the infrastructure and benefits of the project during the Operational Period, including the ability to manage expected increased data demands over the course of the Operational Period; and
- the extent to which the proposed solution facilitates retail competition.

### 5.4 Merit Criterion 4 – Financial Co-contributions

#### **Total investment the grant funding will leverage (10 points)**

You should demonstrate this through identifying the total investment the grant will leverage.

### 5.5 Value for Money and government priorities

In addition to the four criteria, an assessment will also be undertaken to consider which of the Proposed Solutions represent the best Value for Money to the Commonwealth and whether they support a government priority. This is to ensure the grant will add value by achieving Program benefits that would not occur without the grant. This assessment will have regard to the overall Program and Grant Opportunity objectives.

Factors that may be considered in the Value for Money assessment include, but are not limited to the:

- cost to the Commonwealth of the Proposed Solution
- merit of the project proposal and activities
- extent to which the proposal would contribute to the Program objectives, including addressing an identified local priority or government priority
- ability to meet the needs of end users over the Operational Period
- forecast benefits of the Proposed Solution

- the need to ensure an appropriate spread of project types and Eligible Areas
- the extent to which the project leverages additional partnerships; and
- any in-kind contributions.

Based on the overarching Value for Money assessment, the Department reserves the right to recommend funding one or more Proposed Solutions which were lower ranked against the Merit Criteria than other eligible Proposed Solutions. The Department also reserves the right to recommend not funding one or more Proposed Solutions which are highly ranked against the Merit Criteria based on the Value for Money assessment.

## 6. How to apply

Before applying, you must read and understand these Guidelines.

All application documents may be found at [GrantConnect](#). Any alterations and addenda<sup>6</sup> will be published on GrantConnect and by registering on this website, you will be automatically notified on any changes. GrantConnect is the authoritative source for grants information.

If you need further guidance around the application process or if you are unable to submit an application online, contact us at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au).

To apply you must:

- complete the Grant Opportunity application form
- provide all information requested
- address all Eligibility Criteria
- provide responses to the Merit Criteria
- include all necessary attachments; and
- submit your application/s before the due date

**Table 1: Expected timing for this Grant Opportunity**

Activity	Estimated timeframe
Guidelines released and applications open	28 July 2020
Applications close	5pm 20 October 2020 AEDT
Assessment of applications	6 weeks
Negotiations of Grant Agreements and approval of outcomes of the Selection Process	8 weeks
End date of Grant Activity	30 June 2021
End date of Asset Operational Period	7 years from asset completion

<sup>6</sup> Alterations and addenda include but are not limited to: corrections to currently published documents; changes to closing times for applications; Questions and Answers (Q&A) documents; and Frequently Asked Questions (FAQ) documents.

## 6.1 Completing and lodging an application

Your application must provide:

- The location of the project and all Assets.
- The total estimated capital cost of construction (GST inclusive).
- The amount of co-contribution (GST inclusive) being provided by the applicant.
- The amount of Commonwealth co-contribution sought under the Proposed Solution (GST Inclusive).
- The amount of any of co-contributions (GST Inclusive) to be received from third parties, including but not limited to state, territory or local governments, local communities, or NBN Co or any combination of these, and any specific requirements or conditions tied to the co-contributions.
- Evidence of any co-contributions to be received from third parties. For example, a letter of support from a suitably senior official from the relevant third party, which outlines the amount of co-contributions to be received and any conditions attached to the co-contributions. The Department may ask for additional evidence of co-contributions if it considers the evidence you provide is unsatisfactory.
- Evidence of the extent to which the project meets the Merit Criteria.
- Whether the Proposed Solution is dependent on the construction of one or more of the applicants' other Proposed Solutions, including explaining the specific dependencies.

You must agree that the predictive coverage mapping data can be used by the Department to prepare promotional material for the Program or for policy development and advice as needed.

Subject to [section 7.3](#), applicants must indicate their ability to comply with the sample Grant Agreement (available on GrantConnect) at the time of submitting their applications.

As outlined in [section 4.4](#) of these Guidelines, applicants must warrant that none of the Proposed Solutions for which Grant Opportunity funds are being sought were at any time part of their forward build network expansion or upgrade plans over the next 3 financial years.

You are responsible for ensuring that your application is complete and accurate. Giving false or misleading information is a serious offence under the [Criminal Code 1995 \(Cth\)](#). We will investigate any false or misleading information and may exclude your application from further consideration.

If you find an error in your application after submitting it, you should contact us immediately at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au). We may, at our sole discretion, accept additional information from you or a request to correct the error. However, we are under no obligation to accept any additional information or a request from you to correct your application after the closing time.

If we identify an error in your application, you may be contacted to correct or explain the error. However, we can refuse to accept any additional information from you that would change your application after the closing time.

You should keep a copy of your application and any supporting documents.

All applications lodged will be acknowledged by the Department by email. Applicants lodging an application who do not receive acknowledgement of their application should contact the Department. Applications which are not acknowledged by the Department as being received may not be considered. If you need further guidance about the application process or if you are unable to submit an application online contact us at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au).

Applications can be lodged by email at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au). Application files lodged by email must not exceed a combined size of 10 megabytes per email. Applications may also be lodged using GovTEAMS, the Australian Government's secure online document sharing and project management system. Potential applicants can be provided with information about lodging applications using GovTEAMS upon request to the Department. Potential applicants may also request to use alternative online secure document sharing systems by agreement with the Department.

You should advise the Department if you intend to lodge your application using GovTeams, or if you need to use an alternative electronic lodgement platform. You should do this at least two weeks before the closing date via email to [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au). If you wish to change the electronic lodgement platform after notifying the Department, you should advise the Department of the change and the reasons why. The Department may, at its discretion, accept changes to the lodgement method.

All electronic files, regardless of transmission method, should be provided in an appropriate Microsoft compatible format (Microsoft Office 2007 or later or PDF files preferred): Geo-spatial information such as maps should be provided in either Mapinfo TAB or MID/MIF; ESRI Shape; GML; or KML format.

The Department may also accept applications via hard copy and/or physical electronic media, in addition to electronic applications.

Where physical electronic media is to be provided, such as a USB stick, the media must be PC-formatted. Applicants should include an index of all electronic documents on the physical electronic media.

Applications provided in hard copy and physical electronic media formats should be delivered via registered post or by hand prior to the closing date outlined in [section 6.4](#).

Applications via post are to be addressed and delivered to:

Director, Regional Connectivity Program  
Department of Infrastructure, Transport, Regional Development and Communications  
GPO Box 594  
CANBERRA ACT 2601



Applications via hand delivery are to be addressed and delivered to:

Director, Regional Connectivity Program  
Department of Infrastructure, Transport, Regional Development and Communications  
2 Phillip Law Street  
CANBERRA ACT 2601

## 6.2 Attachments to application

We require the following documents to be included with your application:

- an estimated budget for the proposed solution
- evidence of a Funding Strategy, e.g. financial statements, loan agreements, cash flow documents
- accountant declaration that you are able to fund your share of the cost of the project (sample template provided on GrantConnect)
- evidence of commitment to financial co-contributions as detailed in section 6.1 of these Guidelines
- certification of the application by a duly authorised representative of your organisation, for example a senior executive, director, or company secretary
- evidence to demonstrate your ability to successfully construct and operate the Asset for the Operational Period
- evidence of ability to deliver a retail service on the Asset for the Operational Period
- evidence of a commitment from at least one retail service provider to use the infrastructure to deliver telecommunications services for at least seven (7) years
- evidence of the local need for the Proposed Solution, which may include evidence or support from:
  - State and territory governments
  - Local government and regional development authorities
  - Industry, business, and community groups
  - Not-for-profits
  - First Nations community controlled organisations; and
- other evidence, as necessary to support your claims against the Merit Criteria.
- Predictive coverage mapping data for each Proposed Solution.

You must attach supporting documentation to the application form in line with the instructions provided within the form.

## 6.3 Joint (consortia) applications

We recognise that some organisations may want to join together as a group to deliver a Proposed Solution.

In these circumstances, you must appoint a 'lead organisation'. Only the lead organisation can submit the application form, but the lead organisation will not necessarily be the entity entering into any agreement with the Commonwealth (refer to [section 3.1](#) of these Guidelines).



The application must identify all other members of the proposed group, their role in the project and include a letter of support from each of the partners.

Each letter of support should include:

- details of the partner organisation
- an overview of how the partner organisation will work with the lead organisation, including financial co-contributions and any other partner organisations in the group to successfully complete the Proposed Solution
- an outline of the relevant experience and/or expertise the partner organisation will bring to the group
- the roles/responsibilities of the partner organisation and the resources they will contribute (if any); and
- details of a nominated management level contact officer.

You must have a formal arrangement in place with all partner organisations prior to execution of the Grant Agreement.

## 6.4 Closing date for funding applications

The closing date for submitting an application for funding under this Grant Opportunity is 5pm (Canberra Time) 20 October 2020.

## 6.5 Timing of Grant Opportunity processes

You must submit an application between the published opening and closing dates. The Department reserves the right to, in exceptional circumstances, accept a late application to the assessment process at its discretion. Without limiting the Department's discretion, exceptional circumstances may include natural disasters or unforeseen technical issues with application forms or lodgement systems. Any decision by the Department on whether or not to accept a late application to the assessment process shall be final.

If you believe there are circumstances which will affect the timely submission of your application, you must contact us before the application closing date to negotiate an alternative submission due date.

## 6.6 Questions during application process

All requests for clarification or determination of the meaning of provisions in these Guidelines should be referred to the Department by email at [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au). The Department's written decision on the matter is final.

We will acknowledge and address emailed questions as soon as practicable. Answers to questions will be posted on [GrantConnect](#) as Frequently Asked Questions.

## 7. The Grant Selection Process

### 7.1 Assessment of grant applications

We will consider eligible applications through a targeted competitive grant process.

The assessment process for the program will be as follows:

1. initial assessment against Eligibility Criteria
2. detailed assessment against Merit Criteria
3. Value for Money assessment and consideration of whether the project supports a government priority as outlined in [section 5.5](#)
4. comparison of similarly weighted applications for consideration of funding.

We will group all eligible applications in the funding categories described in [section 2.1](#) to ensure we compare projects of similar size against each other.

We may seek advice regarding your Proposed Solution from state or territory government agencies, other Australian Government agencies, independent experts and other external parties. This advice may be taken into consideration when assessing the Proposed Solution.

Where the level of information provided in an application is not sufficient for the assessors to make a recommendation they may, but are not obliged to, seek more information from the applicant so long as it does not change the substance of the application. If the assessment process identifies unintentional errors in your application, we may contact you to correct or clarify the errors, but you cannot make any material alteration or addition. It is therefore recommended that you thoroughly address the criteria in your application.

### 7.2 Who will assess applications?

An evaluation committee will assess each application on its merits and compare it to other eligible applications before recommending which Proposed Solutions should be awarded a grant.

We may ask external advisors to inform the assessment process. Any advisor who is not a Commonwealth Official will be required to perform their duties in accordance with the CGRGs.

The evaluation committee may seek additional information about your application. They may do this from within the Commonwealth, even if the sources are not nominated by you as referees. The evaluation committee may also consider information about you or your application that is available through the normal course of business.

The evaluation committee recommends to the Decision Maker which applications to approve for a grant.

### 7.3 Who will approve grants?

The Minister for Regional Health, Regional Communications and Local Government (the Decision Maker), in consultation with the Minister for Communications, Cyber Safety and the Arts decides which grants to approve, taking into account the recommendations of the evaluation committee and the availability of grant funds for the purposes of the Grant Opportunity. The Decision Maker may also consider whether a Proposed Solution supports other Australian government priorities.

The Minister's decision is final in all matters, including the:

- approval of applications for funding
- amount of grant funding awarded; and
- terms and conditions of funding.

There is no appeal mechanism for decisions to approve or not approve a grant. An applicant who is dissatisfied with the outcome may contact the Commonwealth Ombudsman as set out in [section 14](#).

## 8. Notification of application outcomes

We will advise you of the outcome of your application in writing. If you are successful, we will advise you of any specific conditions attached to the grant.

### 8.1 Feedback on your application

If you are unsuccessful in obtaining a grant, you may ask for feedback within 14 days of being advised of the outcome. We will give written feedback within one month of your request.

## 9. Successful grant applications

### 9.1 The Grant Agreement

Each Grantee will be required to enter into a Grant Agreement with the Commonwealth. Each Grant Agreement will set out the Grantee's obligations in respect of the roll-out and service terms for each Funded Solution. A sample Grant Agreement is attached. Applicants requesting any changes to the sample Grant Agreement should provide full details of the proposed changes in their application, for consideration by the Department.

We must execute a Grant Agreement with you before we can make any payments to you. We are not responsible for any of your expenditure until a Grant Agreement is executed. You should not start any activities relating to Proposed Solutions until a Grant Agreement is executed. Each successful applicant must enter into a legally binding Grant Agreement with the Commonwealth prior to the Government's announcement of successful locations and Grantees.

### 9.1.2 Standard Grant Agreement

We will use a standard Grant Agreement for Regional Connectivity Program projects. A sample Grant Agreement is at Appendix A.

## 9.2 Amendment to these Guidelines

The Government reserves the right to terminate or vary the program (including via variation of these Guidelines) at its discretion, at any time, for any reason, including without limitation, in the light of changes to Government policy.

Any alterations and addenda<sup>7</sup> to the Program will be published on GrantConnect and by registering on this website, you will be automatically notified on any changes. GrantConnect is the authoritative source for grants information.

If the Government determines that these Guidelines require amendment prior to the date for which funding applications are due to be submitted to the Department, potential applicants will be advised of the revised or new Guidelines in a timely manner, including any resultant extension that may be applied to the application period.

If the Government determines that these Guidelines require amendment following the date for which funding applications are due to be submitted to the Department (for example, if the applications received do not achieve the Program objectives), the revised or new Guidelines will set out details of the changes, and all existing applicants will be notified of arrangements impacting existing applications.

An organisation submitting an application acknowledges that neither these Guidelines, nor any application, give rise to a binding agreement or any other binding legal arrangement or legal relationship between the applicant and the Commonwealth. There is no binding agreement on any party until a Grant Agreement is executed by the Commonwealth and the Grantee.

## 9.3 Specific legislation, policies and industry standards

Whilst you are required to be compliant with all laws and regulations, you may be requested to demonstrate compliance with relevant legislation, policies or industry standards. For example, you may be requested to demonstrate your compliance with health, safety or security related legislation, policies or industry standards that are in any way applicable to the project.

## 9.4 How we pay the grant

The Grant Agreement will state:

- the maximum grant amount to be paid

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<sup>7</sup> Alterations and addenda include but are not limited to: corrections to currently published documents; changes to closing times for applications; Questions and Answers (Q&A) documents; and Frequently Asked Questions (FAQ) documents.

- the proportion of eligible expenditure covered by the grant
- any financial contributions provided by you or a third party
- any in-kind contributions you will make; and
- any other requirements.

We will not exceed the maximum grant amount under any circumstances. If you incur extra costs, you must meet them yourself.

We may make an initial payment on execution of the Grant Agreement. We will make subsequent payments as you achieve Asset completion demonstrated by a satisfactory report, based on your actual eligible expenditure. These payments are subject to satisfactory progress on the project.

## 9.5 Maintaining project benefits

In your Grant Agreement, you will be required to commit to operate your project infrastructure and deliver project benefits over the Operational Period. You may be required to report on the ongoing benefits delivered by the Funded Solution.

## 9.6 Grant payments and GST

Payments will be made as set out in the Grant Agreement.

# 10. Announcement of grants

If successful, your grant will be listed on the GrantConnect website 21 calendar days after the date of effect as required by section 5.3 of the [CGRGs](#).

# 11. How we monitor your Grant Activity

## 11.1 Keeping us informed

You should let us know if anything is likely to affect your project or organisation.

We need to know of any key changes to your organisation or its business activities which may affect your ability to complete your project, carry on business and pay debts due.

You must also inform us of any changes to your:

- name
- addresses
- nominated contact details; and
- bank account details.

If you become aware of a breach of terms and conditions under the Grant Agreement, you must contact us immediately.

You must notify us of events relating to your grant and provide an opportunity for the Minister or their representative to attend.

## 11.2 Reporting

You must submit reports in accordance with the Grant Agreement. We will expect you to report on such matters as:

- progress against agreed activity and outcomes
- contributions of participants directly related to the project including scheduled co-contributions (if any); and
- expenditure of the grant.

The amount of detail you provide in your reports should be relative to the size, complexity and grant amount.

We will monitor progress by assessing reports you submit and may conduct site visits or request records to confirm details of your reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments. We may also inspect the records you are required to keep under the Grant Agreement.

## 11.3 Asset completion report

For each completed Asset, you must submit an asset completion report as specified in the Grant Agreement.

## 11.4 Final declaration or audited financial acquittal report

We will ask you to provide a declaration that the grant money was spent in accordance with the Grant Agreement and to report on any underspends of the grant money. We may need to re-examine claims, seek further information or request an independent audit of claims and payments.

## 11.5 Independent audit report

The Department may request an independently audited financial report for your project at your expense. The financial audit report will verify that you spent the grant in accordance with the Grant Agreement. We will assess the report and may re-examine your claims or conduct site visits if necessary.

## 11.6 Compliance visits

The Department (including entities acting on our behalf) may visit you during the development and construction of your project, or at the completion of your project to review your compliance with the Grant Agreement. We may also inspect the records you are required to keep under the Grant Agreement. For large or complex projects, we may visit you after you finish your project. We will provide you with reasonable notice of any compliance visit.

## 12. Evaluation

We will evaluate the Grant Opportunity to measure how well the outcomes and objectives have been achieved. We may use information from your application and reports for this purpose. We may also interview you, or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the Program was in achieving its outcomes.

Grantees may be required to participate in Program reviews and evaluations.

We may contact you up to one year after the Date of Asset Completion for each Funded Solution for more information to assist with this evaluation.

### 12.1 Acknowledgement

The Program logo should be used on all materials related to grants under the Program. Whenever the logo is used, the publication must also acknowledge the Commonwealth as follows:

‘Regional Connectivity Program – an Australian Government initiative’.

If you make a public statement about a project funded under the Program, we require you to acknowledge the grant by using the following:

‘This project received grant funding from the Australian Government.’

## 13. Probity

The Australian Government will make sure that the Grant Opportunity process is fair, conducted according to these Guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct, and is consistent with the CGRGs.

External advisors may also be asked to inform the assessment and evaluation process. All external advisors must comply with the CGRGs.

## 14. Enquiries and feedback

The Department’s [Client Service Charter](#) applies to complaints about this Grant Opportunity. All complaints about a grant process must be provided in writing.

Any questions you have about grant decisions for this Grant Opportunity should be sent to [regionalconnectivity@communications.gov.au](mailto:regionalconnectivity@communications.gov.au).

If you do not agree with the way the department has handled your complaint, you may complain to the [Commonwealth Ombudsman](#). The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the Department.



The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072

Email: [ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au)

Website: [www.ombudsman.gov.au](http://www.ombudsman.gov.au).

## 15. Conflicts of interest

Any conflicts of interest could affect the performance of the Grant Opportunity or Program. There may be a conflict of interest, or perceived conflict of interest, if Department staff, any member of a committee or advisor and/or you or any of your personnel has a:

- Professional, commercial or personal relationship with a party who is able to influence the application Selection Process, such as an Australian Government officer or external advisor
- Relationship with or interest in an organisation that is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently; or
- Relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the Grant Opportunity.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform the Department in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian Public Service Code of Conduct, set out in Section 13(7) of the [Public Service Act 1999](#).

Evaluation committee members and other officials including the Decision Maker must also declare any conflicts of interest.

## 16. Privacy

We treat your personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes letting you know:

- what personal information we collect
- why we collect your personal information; and
- who we give your personal information to.

Your personal information can only be disclosed to someone else for the primary purpose for which it was collected, unless an exemption applies under the *Privacy Act 1988*.

The Australian Government may use and disclose information about grant applicants and grant recipients under this Grant Opportunity. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.



We may share the information you give us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

As part of your application, you declare your ability to comply with the *Privacy Act 1988* and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that you engage to assist with the eligible Grant Activity, in respect of personal information you collect, use, store, or disclose in connection with the Grant Activity. Accordingly, you must not do anything which if done by the Department would breach an [Australian Privacy Principle](#) as defined in the *Privacy Act 1988*.

For further information about our privacy obligations (including in relation to how to access or correct personal information or make a complaint) and our contact details for privacy matters, please see our [Privacy Policy](#).

## 17. Confidential information

The Department will treat the applicant's commercially sensitive information provided in the applicant's application as confidential information provided that information is designated as confidential information (Applicant Confidential Information).

The Department's confidentiality obligation does not apply to the extent any Applicant Confidential Information is:

- authorised or required by law to be disclosed
- disclosed by the Department to its advisers, officers, employees, or other agencies' officers or employees, for the purpose of evaluating the applicant's application and during any Grant Agreement negotiations
- disclosed by the Department in response to a request by a house or a committee of the Parliament of Australia, or a house or a committee of the Parliament of a state or territory
- disclosed by the Department to its responsible Minister or the Auditor-General
- shared by the Commonwealth within the Commonwealth's entity (for example, another Commonwealth agency), where this serves the Commonwealth's legitimate interests
- disclosed to the Department's officers to enable the effective management or auditing of the Program; or
- in the public domain otherwise than due to a breach of the Department's confidentiality obligation.

The applicant will treat any information provided by the Department as confidential information provided that information is designated as confidential information. (Commonwealth Confidential Information).

The applicant's confidentiality obligation does not apply to the extent any Commonwealth Confidential Information is:

- authorised or required by law to be disclosed; or
- in the public domain otherwise than due to a breach of the applicant's confidentiality obligation.

The Department may share with state or territory governments (on a confidential basis) any or all information contained in applications which it considers relevant to the respective jurisdiction based on the location of the Proposed Solution(s), including costings for Proposed Solutions that are not successful in receiving funding through the Program, subject to agreement on confidentiality with applicants.

## 18. Intellectual Property rights

By submitting an application under the Program, to the extent the applicant's application contains:

- its Intellectual Property; or
- a third party's Intellectual Property,

the applicant grants (or will procure for) the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt, and communicate the applicant's Intellectual Property contained in its application under the Program provided the use, reproduction, adaptation, or communication is in connection with any assessment processes under, or the evaluation of, the Program.

Any licence granted to the Commonwealth in relation to Intellectual Property rights does not include a right to exploit the Intellectual Property for commercial purposes.

## 19. Freedom of information

All documents in the possession of the Australian Government, including those about the Grant Opportunity, are subject to the [Freedom of Information Act 1982](#) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By mail:

Freedom of Information Coordinator

Department of Infrastructure, Transport, Regional Development and Communications

GPO Box 594

CANBERRA ACT 2601

By email: [foi@communications.gov.au](mailto:foi@communications.gov.au)

## 20. Consultation

These Guidelines are informed by the submissions received as part of consultation on the Regional Connectivity Program discussion paper and draft Guidelines.

## 21. Glossary

Term	Definition
Asset	The component of telecommunications infrastructure to be constructed or upgraded at (or in connection to) a site through the Program.
Date of Asset Completion	The date on which the Grantee has delivered the agreed service for a particular Asset.
<a href="#">Commonwealth Grants Rules and Guidelines or CGRGs</a>	Guidelines issued by the Finance Minister under section 105C of the Public Governance, Performance and Accountability Act 2013, which establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration.
Commonwealth Official	A Commonwealth representative who is working or consulting on the Regional Connectivity Program.
Decision Maker	As set out in <a href="#">section 7.3</a> , the Minister for Regional Health, Regional Communications and Local Government.
Eligible Area	As described in <a href="#">section 4.2</a> .
Eligibility Criteria	The mandatory criteria set out in <a href="#">section 3</a> which applicants must meet in order for their application for the Grant Opportunity to be considered.
Fixed-line	A type of internet connection that uses a physical line (including but not limited to fibre, Hybrid Fibre-Coaxial and copper) to provide services to a premises.
Fixed Wireless	A type of internet connection that uses fixed transmission towers or base stations to provide wireless services to a premises via antennas.

Term	Definition
Funded Solution	A telecommunications infrastructure project selected for funding under the Program
Funding Strategy	A written plan that outlines the financial capacity of the applicant to deliver a Proposed Solution through the Program
Grant Activity	The project that the Grantee is required to undertake as set out in the Grant Agreement.
Grant Agreement	A document with contractual effect that sets out the relationship between the Grantee and the Commonwealth, and specifies the details of the grant.
<a href="#">GrantConnect</a>	The Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs
Grant Opportunity	The Regional Connectivity Program Grant Opportunity as described in <a href="#">section 1.2</a> .
Grantee	An applicant who has been selected to receive a grant under the Grant Opportunity.
Guidelines	These Regional Connectivity Grant Opportunity Guidelines.
Ineligible Areas	Has the meaning given in <a href="#">section 4.2</a> .
Intellectual Property	Includes: <ul style="list-style-type: none"> <li>a. all copyright (including rights in relation to phonograms and broadcasts);</li> <li>b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and</li> <li>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.</li> </ul>
Merit Criteria	The specified principles or standards set out in <a href="#">section 5</a> , against which applications will be judged. The Merit Criteria will be used to assess the merits of proposals and to determine application rankings.
Mobile Black Spot Program	An Australian Government initiative to improve and extend mobile coverage in regional, rural and remote Australia.
National Broadband Network (NBN)	The national wholesale-only, open access telecommunications network that is being built by, or in conjunction with, NBN Co (including any existing network incorporated into the NBN).
NBN Co	NBN Co Limited (ACN 136 533 741 ABN 86 136 533 741).
Operational Period	Has the meaning given in <a href="#">section 2.2</a> .
Program	Has the meaning given in <a href="#">section 1</a> .
Proposed Solution	Infrastructure for which an applicant has sought funding under the Program.

<b>Term</b>	<b>Definition</b>
Public Safety Premises	Places including emergency services facilities (i.e. including ambulance and RFS depots, hospitals, police facilities, RFDS and related facilities (which may include airstrips).
Selection Process	The method used to select Grantees, which will include: <ol style="list-style-type: none"> <li>1. an initial assessment against Eligibility Criteria;</li> <li>2. a detailed assessment against Merit Criteria;</li> <li>3. a Value for Money assessment and consideration of other government priorities; and</li> <li>4. comparison of similarly weighted applications for consideration of funding.</li> </ol>
Value for Money	Refers to achieving 'value with relevant money' which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources and determined from a variety of considerations in accordance with the CGRGs. When administering a grant opportunity, a Commonwealth Official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to: <ol style="list-style-type: none"> <li>a. the quality of the project proposal and activities;</li> <li>b. fitness for purpose of the proposal in contributing to Government objectives;</li> <li>c. that the absence of a grant is likely to prevent the applicant's and the Government's objectives being achieved; and</li> <li>d. the applicant's relevant experience and performance history.</li> </ol>
We/us	The Department of Infrastructure, Transport, Regional Deployment and Communications and/or Commonwealth Officials administering the Regional Connectivity Program.



## **Policy No. 2013- 12**

# **Tree & Vegetation Vandalism Policy**

Document:	Start Date: 18 August 2020	Page Reference:
Tree & Vegetation Vandalism Policy	Review Date: 31 Dec 2025	Page <b>1</b> of <b>3</b>

## Introduction

Central Highlands Council acknowledges the many benefits that trees and vegetation contribute to the local environment. Apart from providing shade, habitat for native wildlife and aesthetic beauty, trees also instil a sense of community pride.

When a tree dies or is damaged by a selfish act of vandalism it affects the community in many ways including loss of amenity of the street or park and the expense of removing a vandalised tree and the cost of its replacement.

## Scope of this Policy

This policy applies to all trees and vegetation on Council owned and managed land.

## Policy Statement

Council is committed to the preservation of our public trees and vegetation. Council will:

- Investigate all reports of vandalism of trees;
- Notify the police of reported vandalism;
- Assess and attempt to repair damage to vandalised trees on public land;
- Notify residents and the public of what has occurred and ask for their co-operation – this may be done by notice in the Highlands Digest;
- Erect signage on/or near trees/vegetation that has been vandalised (see below);
- Replace severely damaged trees with advanced trees; and
- Encourage residents to take pride in the trees in their street and to report any suspicious activities near trees.

### **TREE VANDALISED**

Central Highlands Council will replace this tree

### **REPORT TREE VANDALISM**

Phone: 62863202

**Central Highlands Council**

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## What can the Public do to help

Residents and the public will be encouraged to become involved by:

- Contacting Council if they notice any unusual behaviour around trees; earlier notification provides a better chance of catching those responsible and being able to save a tree;
- Volunteering to help nurture a tree back to health or 'adopt a tree' if the vandalised tree needs to be replaced; and
- Talking to their neighbours to encourage awareness of any tree vandalism.

## Responses to vandalised trees in public land

### (a) Remedial work

If the damage to a public tree is serious, remedial work will be carried out to lessen the stress on the tree and to minimise any potential injury to the public. Council staff will obtain advice from an experienced person on the best remedial action to take if required.

### (b) Replacement of Vandalised Tree

If removal of a vandalised tree becomes necessary, an advanced tree will be planted as close to the site of the original tree. The siting of the replacement tree will be governed by the same criteria for planting of new trees. These include location of underground services, sightline difficulties, proximity to built structures, suitability or replacement tree and remaining tree roots that may inhibit planting space.

### (c) Protection of Replacement Trees

A sign similar to the one below will be placed alongside the replacement tree detailing the reasons why the new tree was planted and encouraging residents to contact Council if they become aware of any further attacks:



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## **Policy No. 2014 - 28**

### **Annual Leave Policy**

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## **PURPOSE**

This policy provides a framework and direction as to the management of Annual Leave within the workplace and is based on the clause 8.1 of the *Central Highlands Council Enterprise Agreement 2017 (Annual Leave)*.

## **POLICY**

### **Eligibility**

This policy applies to Employees, other than casual Employees.

### **Entitlement to Annual Leave**

For each year of service with the Employer, an Employee is entitled to 4 weeks of paid annual leave. The entitlement is calculated on a pro-rata basis for part-time Employees.

An Employee who works a roster which includes weekend work and who is regularly rostered to work on Sundays and public holidays is entitled to 5 weeks of paid annual leave per year.

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

If an Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to the time when the employment ends.

Annual leave entitlements do not accrue whilst an Employee is absent from work on unpaid leave.

### **Taking Annual Leave**

Annual leave may be taken for a period agreed between an Employee and his or her Employer.

The Employer must not unreasonably refuse to agree to a request by the Employee to take annual leave.

Upon an Employee making written application to the Employer for annual leave the Employee will receive a return notice informing them of the Employer's approval and the balance of leave that may be available.

The annual leave balance held by an Employee at any time is not to exceed 8 weeks unless otherwise agreed in writing by the General Manager.

The Employer may direct the Employee to take annual leave for any amounts in excess of 8 weeks. The Employer will provide the Employee at least one month's written notice that excessive leave is to be taken.

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### **Employee Not Taken to be on Annual Leave at Certain Times**

If the period during which an Employee takes paid annual leave includes a day that is a public holiday, the Employee is taken not to be on paid annual leave on that public holiday.

If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment under the Community Service Leave clause, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

An Employee who, during any period of annual leave, suffers illness or injury will, upon production of a certificate confirming the illness or injury and signed by a duly qualified medical practitioner, have the time treated as personal leave and have the appropriate amount of leave added to their annual leave balance and deducted from their personal leave balance.

### **Payment for Annual Leave**

If, in accordance with this clause, an Employee takes a period of paid annual leave, the Employer must pay the Employee at the Employee's Base Rate of Pay for the Employee's ordinary hours of work in the period.

This amount may be prepaid in multiples of one fortnight upon prior written notification.

Where employment ends and the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee if the Employee had taken that period of annual leave.

### **Leave in Advance**

An Employee may agree with their Employer to take annual leave in advance of entitlement.

The Employer may deduct from the Employee's termination payments, leave taken in advance where the entitlement to that leave has not accrued as at the date of termination.

### **Annual Leave Loading**

An Employee will be paid an annual leave loading of 17.5% of the Employee's Base Rate of Pay in addition to the payment for annual leave when taking any period of annual leave.

The maximum amount of annual leave loading payable to each Employee in any year of service shall not exceed \$950.00.

Where employment ends and the Employee has annual leave loading which has not been paid, the Employer must pay the Employee the full amount which has not yet been paid.

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### **Cashing Out of Annual Leave**

Council encourages Employees to regularly utilise their entitlement to annual leave, however, Council and an Employee may agree in writing to the cashing out of a particular amount of accrued annual leave.

Each cashing out of any accrued annual leave entitlement must be made by the making of a separate agreement.

An agreement under this sub-clause must state:

- the amount of annual leave to be cashed out;
- the payment to be made to the Employee for the period of annual leave being cashed out; and
- the date on which the payment is to be made.

Each agreement must be signed by Council and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

The Employer must keep a copy of any agreement under this sub-clause on the Employee's personnel file.

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## **Policy No. 2015- 40**

### **Gifts, Benefits and Donations Policy**

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## PURPOSE

The purpose of this policy is to:

- Outline the obligations and responsibilities of Council's officials when dealing with offers of gifts, benefits or donations.
- Assist Council officials make appropriate judgements in relation to gifts, benefits, donations and therefore avoid being placed in a situation where they may become vulnerable to undue influence or threaten community confidence in the fairness, impartiality and integrity of the Council.
- Council officials are defined as Mayors, Councilors, Council staff (including staff engaged through an employment agency), Council committee members, volunteers and contractors.

## SCOPE

The policy applies to all gifts, benefits and donations offered to or received by all Council officials in their role as officers of the Council.

## LEGISLATION

The particular legislation relevant to this policy is the *Tasmanian Local Government Act 1993 and the Tasmanian Local Government (General) Regulations 2015*.

This policy should be read in conjunction with any other relevant State and Federal legislation.

## APPLICATION

In a private context gifts and benefits are usually unsolicited and meant to convey a feeling on behalf of the giver such as gratitude. There is ordinarily no expectation of repayment. Gifts given in a private context are not the focus of this policy.

Gifts, benefits and donations may also be offered to individuals in the course of business relationships. Such gifts, benefits and donations are often given for commercial purposes and serve to create a feeling of obligation in the receiver. Gifts, benefits and donations given in the course of business relationships is the focus of this policy.

The policy is to be applied in conjunction with provisions in the Councils Codes of Conduct, Staff Code of conduct and other relevant Council policies and procedures.

These policies and procedures include, but are not limited to:

- 2013-03 Fraud Control Policy.
- 2014-22 Customer Service Charter.
- 2016-42 Code of Conduct.
- 2017-51 Staff Code of Conduct Policy
- 2018-55 Code of Conduct for Members of the Audit Panel

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## **POLICY STATEMENT**

### **1. General**

Council officials at all times and in all circumstances must be seen to be fair, impartial and unbiased.

Council officials should actively discourage offers of gifts, benefits, donations and must not solicit gifts, benefits or donations.

Council officials must not take advantage of their official position to secure an unreasonable personal profit or advantage.

People doing business with the Council should be encouraged to understand that they do not need to give gifts, benefits or donations to Council officials to get high quality service.

From time to time Council officials may be offered gifts, benefits or donations. In some limited circumstances gifts, benefits or donations may be accepted. Token gifts of nominal value may generally be received. Non – token gifts of significant value should not generally be accepted.

Council officials should at all times be aware of the wider situation in which an offer of a gift, benefit or donation is being made. For example, Council officials should consider whether the donor is in or may be seeking to enter into a business relationship with Council or may be applying to Council in relation to the exercise of Councils functions.

Council officials must avoid situations that suggest that a person or body, through the provision of gifts, benefits or donations is attempting to secure favourable treatment from Council.

When deciding whether to accept or decline a gift, benefit, donation consideration should be given to both the value of the gift, benefit or donation and also the intent of the gift, benefit or donation being offered.

### **2. Acceptable gifts, benefits and donations**

Gifts, benefits and donations of a token nature at or below nominal value may generally be accepted by Council officials without disclosing details to the General Manager or Mayor and without recording the details of the gift or benefit on the Gifts, Benefits and Donations Declaration Form or Register (attachment 1 and 2).

That said, Council officials who receive more than the specified number of token gifts of a nominal value from the same person or organisation, in a specified period must disclose that fact in the gifts, benefits and donations register. For example, a \$6.00 coffee bought for a Council official each week over a period of time.

If a Council official has any doubt if a gift, benefit or donation is a token or of nominal value they should discuss it with the Deputy General Manager, General Manager or Mayor.

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### **2.1.1. Token gifts, benefits and donations**

Gifts, benefits and donations of a token nature do not create the appearance of a conflict of interest and include:

- Items with a company logo on them, ties, scarves, coasters, diaries, chocolates, flowers.
- Books given to individuals at functions, public occasions or in recognition of exceptional work done.
- Gifts of single bottles of reasonably priced alcohol given to individuals at functions, public occasions or in recognition of exceptional work done.
- Free or subsidised meals of a modest nature and/or beverages provided infrequently (and or reciprocally) that have been arranged for or in connection with the discussion of official business.
- Free meals of a modest nature and or beverages provided to Council officials who formally represent Council at work related events such as training, education sessions and workshops.
- Invitations to approved social functions organised by groups such as Council Committees and community organisations.

### **2.1.2. Nominal value**

For the purpose of this policy the current nominal value limit is identified in section 11.

## **3. Non acceptable gifts, benefits and donations**

Council officials should generally not accept gifts or benefits that appear to be non-token in nature or more than of a nominal value.

If a gift or benefit of a non-token nature or above nominal value is offered and cannot reasonably be refused (as this action may cause embarrassment), the offer and receipt of the gift or benefit must be declared via completion of a Gifts, Benefits and Donations Declaration Form (at Attachment 1) and the details must be recorded on the Register (at Attachment 2).

If a Council official refuses a gift or benefit because they believe that the gift was a deliberate attempt to receive “special treatment”, then such instances are to be reported to the Deputy General Manager, the General Manager or Mayor.

### **3.1.1. Non token gifts, benefits and donations**

Gifts or benefits of a non-token nature include:

- A service.

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- A loan of money.
- A loan of property.
- Free or discounted travel.
- Use of holiday homes.
- Tickets to major sporting events.
- Corporate hospitality at a corporate facility or sporting venue.
- Free training excursions.
- Access to confidential information.
- Discounted products for personal use.
- Goods and services provided via a determination in a Will.

At times a gift of a non-token nature may be given from one authority to another. Such gifts are often provided to a host authority. These gifts may be given as an expression of gratitude without obligation on the receiver to respond. The gratitude usually extends to the work of several people in the authority and therefore the gift is considered to be for the authority, not a particular individual.

### **3.1.2. Significant value**

For the purpose of this policy a gift, benefit or donation with significant value has a value above the specified nominal value limit.

## **4. Actual or perceived effect of the gift, benefit or donation**

Accepting gifts where a reasonable person could consider that there may be influence applied as a result of accepting the gift, benefit or donation is prohibited. (gift of influence).

Where it is suspected that a gift, benefit or donation has been offered for the purpose of influencing the behaviour of someone acting in their official capacity, the gift, benefit or donation must be declined and the matter should be reported immediately to the Deputy General Manager, General Manager or Mayor.

## **5. Bribes**

Council officials must not offer or seek a bribe. A person offered a bribe should refuse it and report the incident as soon as possible to the Deputy General Manager, General Manager or Mayor (in the case of Councilors). Council will take steps to report the matter to Police immediately.

Receiving a bribe is an offence under both the common law and Tasmanian Legislation.

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## **6. Family members**

Council officials must take all reasonable steps to ensure that immediate family members do not receive gifts, benefits or donations of a non-token nature or gifts, benefits or donations above the nominal value. Immediate family members include parents, spouses, children and siblings.

## **7. Records – Gifts, Benefits and Donations Registers**

Council officials, who receive more than the specified number of token gifts or benefits near the nominal value limit from the same person or organisation, (cumulative gift) must disclose that fact on the Gifts, Benefits and Donations Declaration Form and Register (Attachment 1 and 2).

If an official of the Council receives a non-token gift, benefit or donation in circumstances where it cannot reasonably be refused or returned, the receipt of the gift, benefit or donation should be disclosed and the details recorded on a Gifts, Benefits and Donations Declaration Form (at Attachment 1) and in the Gifts, Benefits and Donations Register (At attachment 2).

The Gifts, Benefits and Donations Register will be available for public inspection.

The content of the Registers will be monitored by the Deputy General Manager, General Manager or Mayor on a regular basis (at least annually).

## **8. Disposal of gifts**

The Deputy General Manager, General Manager or Mayor will determine whether a gift or benefit of a non-token nature should be disposed of.

There are options for the disposal of gifts that have been accepted because they could not reasonably be refused, but should not be retained by an individual. Examples of such circumstances where gifts or benefits may be received include:

- Gifts accepted for protocol or other reasons, where returning it would be inappropriate.
- Anonymous gifts (received through the mail or left without a return address)
- A gift received in a public forum where attempts to refuse or return it would cause significant embarrassment.
- A gift or benefit of significant value provided to a Council official through a Will, where the relationship between the giver and recipient was essentially a council related business relationship.

Options for disposal include:

- Surrendering the gift to Council for retention.

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- Distributing the gift or benefit amongst a selection of Council's officials - where a reasonable person would agree that the allocation was appropriate, (public perception).
- Donating the gift to an appropriate charity.

## 9. Breaches of Policy

All Council officials are obliged to comply with this policy and sanctions may be applied if the policy is breached.

Any person may report an alleged breach of this policy by an official of the Council to the General Manager or Mayor as appropriate who shall investigate any report received and take such action as is considered necessary.

If this policy has been breached, such action may include counselling, censure motions, disciplinary action (including termination of employment), the laying of charges and the taking of civil action.

## 10. Review process and endorsement

This policy, including the amounts and frequencies specified, may be varied by changes to the Local Government Act. When varied, the amounts and frequencies that apply to the policy must be updated and included in section 11. This policy should be reviewed as required, but at least every four years following the conduct of Local Government elections.

## 11. Detail of amounts and frequencies specified in the policy

For the purpose of this policy the current nominal value limit is (\$50.00).

This includes a series of gifts, benefits or donations received by the same Council official from the same donor where the total value in a financial year is \$50 or more.

## 12. Definitions

**Council official** – Mayors, Councillors, Council staff (including staff engaged through an employment agency), Council Committee members, volunteers and contractors.

**Gift** – is usually a tangible item provided at no charge. Gifts may include, but are not limited to items such as cash, property (real or otherwise), goods and services made available at heavily discounted prices, alcohol, clothes, products, invitations to social functions and tickets to sporting, theatrical or music events.

**Cumulative gift** – a series of gifts of nominal value from the same person or organisation over a specified period which may have an aggregate value that is significant.

**Donation** - a one off or reoccurring contribution, can be financial or in-kind support. The contribution doesn't seek benefits for Council in exchange.

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**Gift of influence** – a gift that is intended to generally ingratiate the giver with the recipient for favourable treatment in the future.

**Gift of gratitude** – a gift offered to an individual or department in appreciation of performing specific tasks or for exemplary performance of duties. Gifts to staff who speak at official functions may be considered an example of gifts of gratitude.

**Benefit** – a non-tangible item which is believed to be of value to the receiver (i.e. preferential treatment such as queue jumping, access to confidential information and hospitality).

**Hospitality** – the provision of accommodation, meals, refreshments or other forms of entertainment.

**Bribe** – a gift or benefit given specifically for the purpose of winning favours or to influence the decision or behaviour of a Council official to benefit someone or something.

**Cash** – money or vouchers which are readily convertible.

**Nominal value** – is the monetary limit of the value of gifts or benefits that may be accepted (i.e. total value of gift or benefit received). A gift or benefit is of nominal value when it has no significant or lasting value.

**Significant value** – a gift or benefit that has a value above the nominal value limit.

**Token** - often mass produced (i.e. pens, calendars, ties or items with a company logo on them), offered in business situations to individuals. Usually have a value under the nominal value limit.

**Non token** – items that are of a more individual nature, with a value above the nominal value limit. Items may include, free or discounted travel; use of holiday homes; corporate hospitality at major sporting events; free training excursions; tickets to major events and access to confidential information.

**Conflict of interest** – any situation in which an individual or corporation (either private or government) is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.

**Public perception** – the perception of a fair-minded person in possession of the facts.

**Gifts, Benefits and Donations Declaration Form** – a form to be completed (Attachment 1), when an individual receives a gift, benefit or donation of a non-token nature above the nominal limit or receives a series of token gifts, benefits or donations in a specified time that may have significant aggregate value (Cumulative Gift).

**Gifts, Benefits and Donations Register** – a register maintained by Council of all declared gifts, benefits and donations (Attachment 2).

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## Attachment 1

### GIFTS, BENEFITS AND DONATIONS DECLARATION FORM

Name.	
Department.	
Date gift, benefit or donation offered.	
What is the gift, benefit or donation?	
What is the dollar value (approximate) of the gift, benefit or donation?	
Who is the gift, benefit or donation from?	
Individual (provide name).	
Organisation (provide name).	
Where was the gift, benefit or donation offered? (i.e. at a function, over the counter, through the mail, at a meeting.....)?	
Recipients relationship to the donor.	
Should the gift, benefit or donation be accepted or declined .	
If the gift, benefit or donation was accepted, should it be retained by the councillor, employee or organisation?	
If the gift was retained by the organisation should it be disposed?	
Council Official's signature.	
Date.	
Responsible Officer (Deputy General Manager, General Manager, Mayor) comments.	
Responsible Officer's name and signature.	
Office Use	
Date details recorded on Gifts, Benefits and Donations Register.	
Signature of Deputy General Manager who entered the details in the Gifts, Benefits and Donations Register.	

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## Attachment 2

### GIFT, BENEFITS AND DONATIONS REGISTER

This register shows reportable gifts, benefits and donations that have been offered to and received by Council Officials.

The register includes instances where Council Officials have received more than the specified number of token gifts of a nominal value from the same person or organisation, in a specified period.

Date received	Description of gift, benefit or donation	Value (\$)	Name of donor and organisation	Name of recipient	Reasons for accepting	Disposal (Yes/No)	Name and signature of accountable officer

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**Reviewed by:**

Deputy General Manager: .....    ...../...../.....

General Manager: .....    ...../...../.....

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## **Policy No. 2017- 51**

### **Staff Code of Conduct Policy**

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## PURPOSE

The purpose of this Code of Conduct is to clearly state the standards of responsibility and behaviours expected by those representing or working for Central Highlands Council. Maintaining professional and ethical conduct at all times is the responsibility of every employee (permanent, temporary, part-time and casual employees) as well as volunteers, contractors working on-site, and work experience students – *every person, every day*.

The Code of Conduct is designed to assist employees to understand how to undertake their duties and behave according to the values held at Council, reducing the risk of real or perceived conflicts between private and public interests, personal gain or unacceptable and/or unlawful behaviours.

The Code cannot describe every requirement of workers or present all the details of the policies that affect their conduct. Instead, it has been written to make workers aware of the range of ethical issues and legislation that affects their behaviour at work and to point to where they can find out more detailed information about procedures or policy. It is also up to workers to seek information when they need a fuller account of standards or procedures or if they are unclear on any area of conduct. The policies and procedures which are referred to in the document can be obtained from your Manager or found in the policies and procedures folder.

The Code is shaped by the Council's statutory obligations, its principles of good governance and its corporate values. Fraud, corruption, dishonest acts and conflicts of interest are clearly not acceptable conduct and they are moreover illegal acts. However, as well as avoiding breaches of legislation, the Council wants a workplace where individuals act with integrity and with respect for others, show courage when it is needed and aim for excellence in performing their duties. It is hoped that this Code will provide workers the principles and information which will allow them to make good judgements in difficult circumstances, as well as follow procedures and comply with legislation.

### Who does the code apply to?

All employees, including managers and team leaders must act in accordance with the code and managers at all levels must promote or enforce the code in their office or work place. Service providers, representatives, and agents must make sure their employees are aware of the code and do not breach its principles when performing duties on behalf of the Council.

### Breaches of the code

Fraudulent or corrupt behaviour which violates legislation as well as the code should be dealt with according to Policy No. 2013-03 Fraud Control Policy. Other breaches of the code will be dealt with according to Policy No. 2017- 47 Disciplinary Policy & Procedure.

In the case of contractors and contracted providers or representatives, under the terms and conditions set out in their contract.

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The code is presented in the following sections

1. Principles of conduct;
2. The responsibilities of employees;
3. The use of information and intellectual property;
4. Appropriate use and preservation of assets and resources;
5. Conflicts of interest, gifts and hospitality;
6. Disclosure of criminal offences;
7. Fairness, equity and diversity;
8. Workplace health and safety;
9. Policies and guidelines referred to within the Code

## **1. Principles of conduct**

You should be guided by the values of the Council when you act on behalf of Council. The values of Council and the actions associated with these values are described below.

### **Integrity**

Acting with integrity means that employees will:

- a) act and decide in an honest, consistent and transparent way;
- b) deal with others fairly and consistently;
- c) support the decisions of Council;
- d) take responsibility for their actions;
- e) perform their duties with reasonable care and diligence and in the best interests of the community; and
- f) use resources and time wisely.

### **Courage**

It may take courage sometimes to pursue a course of action. Employees should:

- a) find new and better ways;
- b) learn from mistakes;
- c) speak up – tell it like it is;
- d) support colleagues; and
- e) take the extra step.

### **Accountability**

Employees should take personal responsibility for decisions and actions to achieve agreed outcomes. Behaviour that demonstrates accountability is:

- a) ensuring best use of resources;

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- b) taking responsibility for personal decisions and actions;
- c) acting and working in an open and transparent manner and reporting outcomes;
- d) recognising the achievements of others within the work area; and
- e) responding to phone calls, emails and correspondence in a timely manner.

## **Respect**

This means that employees will act with courtesy by listening to differences of opinion and show respect for the differences of race, culture, religion, language, gender and abilities of others. This means employees:

- a) are punctual and prepared;
- b) consider and understand the perspective and circumstances of others;
- c) provide and accept feedback;
- d) honouring the privacy of others; and
- e) recognise and respond to the contribution and needs of others.

## **Excellence**

Employees should aim to work to an excellent standard. This means employees should:

- a) commit to achieving outstanding outcomes for Council;
- b) display leadership;
- c) try always to improve their performance; and
- d) take pride in the municipality.

## **2. The responsibilities of employees**

Acting with good judgement requires knowledge of the regulations and legislation that affect the council's activities. It also means that employees must perform their duties in a principled way and with a sense of responsibility for the results of their actions.

Employees must comply with the letter and spirit of the law, especially the provisions of the Local Government Act. Some of this affects the conduct of all members of staff, other parts are more relevant to management.

All employees must follow any lawful directions given by a person authorised to do so. If a direction is unclear you should ask for more information in order to fulfil your duties. If you believe the direction could be unlawful or unethical or contradict the organisation's values, then you should ask a manager for guidance.

The way employees behave at Council hosted functions reflects on the Council. Employees should not consume too much alcohol or attend unsuitable entertainment. At events or promotional functions hosted by other organisations, employees should make sure their conduct adds to the good name of the organisation. All employees should do their best to avoid the appearance of improper conduct or poor performance of duties.

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Managers must make sure they understand any legislation and statutory requirements that relate to their duties and direct staff only in a manner that complies with the legislation. These employees should make sure their advice and decisions are based on sound information and formed in a principled and honest manner.

These employees must make sure that the teams they are responsible for are clear about what is required of them. They must also make sure their teams have the information and training they need to perform their duties in accordance with legislation and regulations. Though Managers may delegate tasks and duties to other employees they are still responsible for quality of work and the productive use of employees' time.

Managers must implement policies and decisions in an impartial manner and consider whether their decisions are in accordance with the spirit and letter of the law that relates to their functions. They should also conduct themselves as an example to their employees and to colleagues of ethical practice and principled actions.

### **Working with members of the elected Council**

Councillors may not direct employees to perform duties or actions. Instead, requests for action are made at the meetings of the Council and its committees where the reports and advice of the administration are presented for consideration by the Councillors. Managers then request action from their employees.

Any employee preparing a report or advising a Councillor must have the approval of their Manager before they start. Any advice or information provided without that approval will not be considered to represent the policies and plans of the administration.

## **3. The use of information and intellectual property**

All employees must treat confidential information with discretion. No employee may make a statement made on behalf of the Council to the media or public. These communications are made by the Mayor.

The Confidentiality Agreement you signed specifies your conduct in relation to confidential information:

In the course of my employment with Central Highlands Council, I may have access to, or obtain, "confidential information" belonging to Council.

I shall not divulge or make use of, for any purpose other than the business of Council any trade secrets, customer lists or confidential information which I may acquire during the course of or incidental to my employment by the organisation. This obligation shall apply for the duration of my employment with Council and after the termination of my employment.

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I understand and acknowledge that I owe the Council a duty of fidelity and a duty of confidentiality with such duties having the meaning recognised by law from time to time. Accordingly, and without limiting the meaning of any duties, I agree and undertake that:

- a) I will not at any time knowingly disclose to any unauthorised person confidential information of the Council, which comes to their knowledge during the course of my employment including details concerning this Confidentiality Agreement;
- b) upon the termination of my employment I will return all intellectual property of Council to which I have access during the course of my time with Council, including all documents, materials, processes and data whether in physical, electronic, computerised or any other form; and
- c) for a period of three (3) months after the date of termination of my time with Council I will not on my own behalf or on behalf of a business competitor, canvass, solicit or otherwise endeavour to entice away from the Council any client.

#### **4. Appropriate use and preservation of assets and resources**

This means planning projects and business activities so that existing resources are used efficiently, thinking imaginatively about alternatives, seeking suppliers whose practices are also sustainable and also using and maintaining existing assets and resources with care. This principle guides those setting the long-term goals of the Council as well as employees using equipment, vehicles and other assets of the Council every day.

Assets must be used effectively and stored securely so that they perform well over a reasonable life span. The Council will take action against any employee who steals, misappropriates, or converts Council, community or customer assets to private use.

##### **Responsibility for how staff members use assets**

Managers must ensure that there are suitable practices in place for the use of assets, so that, where it is appropriate, employees should obtain authorisation to use them. They should also ensure that assets and equipment are secure and well-maintained.

The Council's assets and resources are there for Council purposes. They may be used for private purposes only if they are supplied as part of a contract of employment (such as a mobile telephone or personal computer) or if the General Manager authorises it and payment is made.

Information about the Council's assets is stored on the Asset Register which is maintained by the Deputy General Manager. The register shows what work area has the use of it and which manager is responsible for the asset. This person authorises its use, ensures it is secure and in good condition,

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and that there is, if necessary, training in its use. This manager may delegate day-to-day administration for the use of equipment to other employees but they are still responsible for the assets.

If an asset is damaged, the manager named as responsible in the Asset Register should be notified so that they can arrange for its repair or replacement. Some kinds of damage may be subject to an insurance claim and in this case the manager should inform the Deputy General Manager as soon as possible. If an asset is lost the manager must notify the Deputy General Manager who will look for it or notify the Police and Insurance Company of its loss.

## **5. Conflict of interest, gifts and hospitality**

This section is quite extensive as it covers conflicts of interest, other disclosable interests, as well as gifts and hospitality.

### **Conflict of Interest**

Employees may have private interests that conflict or may be perceived to conflict with the interests of the organisation. These interests must be declared. Conflict of interest provisions can be complex and you are encouraged to seek advice from your Manager or the General Manager if you have any questions.

Under the Local Government Act 1993 (“the Act”), a member of Council staff has a conflict of interest in respect of a ‘matter’ if he or she has a direct interest or an indirect interest in the matter.

A ‘matter’ means a matter with which a member of council staff is concerned and that will require a power to be exercised, or a duty or function to be performed, or a decision to be made.

### **How do I know if I have a direct interest in a matter?**

A person has a direct interest in a matter if there is a reasonable likelihood that the benefits, obligations, opportunities or circumstances of the person would be directly altered if the matter is decided in a particular way. This includes where there is a reasonable likelihood, that the person will receive a direct benefit or loss that can be measured in financial terms or that the residential amenity of the person will be directly affected, if the matter is decided in a particular way.

### **How do I know if I have an indirect interest in a matter?**

Indirect interests fall within the following:

#### ***An indirect interest by close association***

A person has an indirect interest by close association in a matter if-

- a) a family member of the person has a direct interest or an indirect interest in a matter; or
- b) a relative of the person has a direct interest in a matter; or
- c) a member of the person's household has a direct interest in a matter.

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### ***An indirect financial interest***

A person has an indirect financial interest in a matter if the person is likely to receive a benefit or incur a loss, measurable in monetary terms, as a consequence of a benefit received or loss incurred by another person who has a direct or indirect interest in the matter.

### ***An indirect interest because of conflicting duties***

A person has an indirect interest in a matter because of a conflicting duty if the person-

- a) is a manager or a member of a governing body of a company or body that has a direct interest in a matter;
- b) is a partner, consultant, contractor, agent or employee of a person, company or body that has a direct interest in a matter;
- c) is a trustee for a person who has a direct interest in a matter.

A person has an indirect interest in a matter because of a conflicting duty if the person held a position or role specified in points (a), (b) and (c) above and, in that position or role, dealt with the matter.

Whether or not your duties relate to the matter in question does not alter the situation. Your duties may not relate in any way to the particular matter, but just the fact that you have work related responsibilities to the relevant person or organisation creates a situation of conflicting duty.

### ***Other employment or unpaid activity***

Council employees only engage in other employment or unpaid activity where these do not conflict with their role as a Council employee. Other employment includes a second job, conducting a business, trade or profession. Examples of unpaid activity may include volunteering and sitting on a board external to the Council.

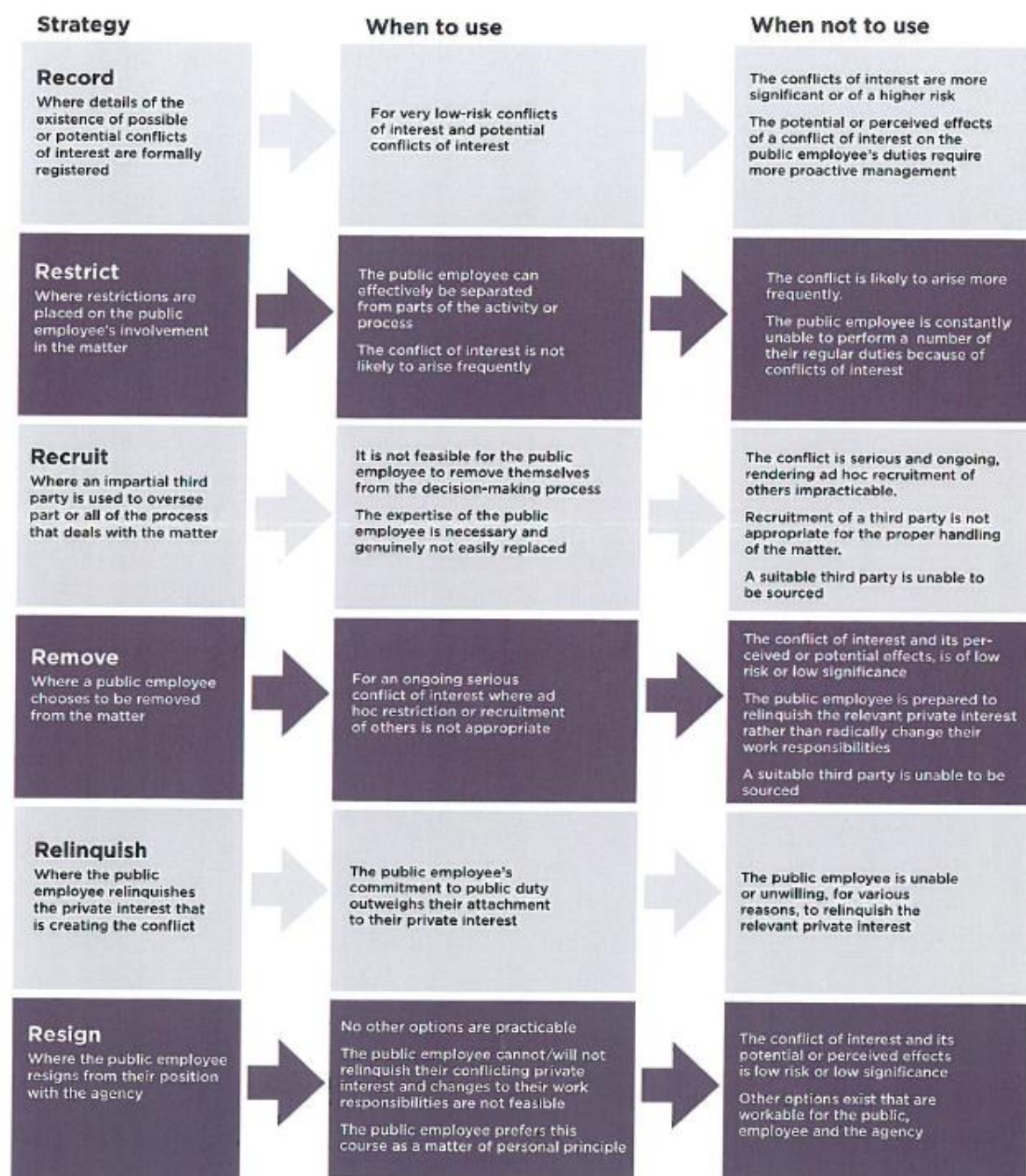
Council will not prohibit other employment or unpaid activity without good cause. Managers can assist employees to determine if such activity will cause an actual or perceived conflict of interest. If employees believe there may be a conflict of interest they must seek approval from the General Manager to commence or continue in other employment or unpaid activity.

Employees and Managers are encouraged to seek advice from the General Manager where they are unclear on whether the other employment or unpaid activity may constitute a possible breach of this code.

Employees who do not disclose other employment or unpaid activity and a breach is discovered, may be counselled or disciplined under Council's Disciplinary Policy and Procedure, which may result in the termination of their employment.

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## FLOWCHART CONFLICT OF INTEREST RISK MANAGEMENT



Adapted from CMC Qld and ICAC NSW resource: "Managing Conflicts of Interest in the Public Sector."



**Ethics and Integrity Resources | Flowchart:** Conflict of interest risk management  
[www.integrity.tas.gov.au](http://www.integrity.tas.gov.au)

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### ***Gifts and benefits***

In a private context gifts and benefits are usually unsolicited and meant to convey a feeling on behalf of the giver such as gratitude. There is ordinarily no expectation of repayment. Gifts given in a private context are not the focus of this policy.

Gifts and benefits may also be offered to individuals in the course of business relationships. Such gifts and benefits are often given for commercial purposes and serve to create a feeling of obligation in the receiver.

Council employees at all times and in all circumstances must be seen to be fair, impartial and unbiased.

Council employees should actively discourage offers of gifts and benefits and must not solicit gifts or benefits.

Council employees must not take advantage of their official position to secure an unreasonable personal profit or advantage.

People doing business with the Council should be encouraged to understand that they do not need to give gifts or benefits to Council employees to get high quality service.

From time to time Council employees may be offered gifts or benefits. In some limited circumstances gifts and benefits may be accepted. Token gifts of nominal value may generally be received. Non – token gifts of significant value should not generally be accepted.

Council employees should at all times be aware of the wider situation in which an offer of a gift or benefit is being made. For example, Council employees should consider whether the donor is in or may be seeking to enter into a business relationship with Council or may be applying to Council in relation to the exercise of Councils functions.

Council employees must avoid situations that suggest that a person or body, through the provision of gifts or benefits is attempting to secure favourable treatment from Council.

When deciding whether to accept or decline a gift or benefit, consideration should be given to both the value of the gift or benefit and also the intent of the gift or benefit being offered.

### ***Acceptable gifts and benefits***

Gifts or benefits of a token nature at or below nominal value may generally be accepted by Council employees without disclosing details to the General Manager or Mayor and without recording the details of the gift or benefit on the Gifts and Benefits Declaration Form or Register.

That said, Council employees who receive more than the specified number of token gifts of a nominal value from the same person or organisation, in a specified period must disclose that fact in the gifts and benefits register.

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If a Council employees has any doubt if a gift or benefit is token or of nominal value (\$150) they should discuss it with the Deputy General Manager, General Manager or Mayor.

### ***Token gifts and benefits***

Gifts or benefits of a token nature do not create the appearance of a conflict of interest and include:

- Items with a company logo on them, ties, scarves, coasters, diaries, chocolates, flowers.
- Books given to individuals at functions, public occasions or in recognition of exceptional work done.
- Gifts of single bottles of reasonably priced alcohol given to individuals at functions, public occasions or in recognition of exceptional work done.
- Free or subsidised meals of a modest nature and/or beverages provided infrequently (and or reciprocally) that have been arranged for or in connection with the discussion of official business.
- Free meals of a modest nature and or beverages provided to Council employees who formally represent Council at work related events such as training, education sessions and workshops.
- Invitations to approved social functions organised by groups such as Council Committees and community organisations.

### ***Non acceptable gifts and benefits***

Accepting gifts of money is prohibited.

Council employees should generally not accept gifts or benefits that appear to be non-token in nature or more than of a nominal value.

If a gift or benefit of a non-token nature or above nominal value is offered and cannot reasonably be refused (as this action may cause embarrassment), the offer and receipt of the gift or benefit must be declared via completion of a gifts and benefits declaration form and the details must be recorded on the council gift register.

If a Council employees refuses a gift or benefit because they believe that the gift was a deliberate attempt to receive “special treatment”, then such instances are to be reported to the Deputy General Manager, the General Manager or Mayor.

### ***Non token gifts and benefits***

Gifts or benefits of a non-token nature include:

- Free or discounted travel.
- Use of holiday homes.
- Tickets to major sporting events.
- Corporate hospitality at a corporate facility or sporting venue.

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- Free training excursions.
- Access to confidential information.
- Discounted products for personal use.
- Goods and services provided via a determination in a Will.

At times a gift of a non-token nature may be given from one authority to another. Such gifts are often provided to a host authority. These gifts may be given as an expression of gratitude without obligation on the receiver to respond. The gratitude usually extends to the work of several people in the authority and therefore the gift is considered to be for the authority, not a particular individual.

### ***An indirect interest as a consequence of becoming an interested party***

A person has an indirect interest in a matter if the person has become an interested party in the matter by initiating civil proceedings in relation to the matter or becoming a party to civil proceedings in relation to the matter.

When considering whether you have a conflict of interest, the question to ask is whether an outside observer would consider the interest could affect the ability of the person having it to deal with the matter impartially.

### ***Disclosure requirements***

If an employee considers they have an interest in relation to a matter that is in conflict with their public duty, he or she must notify their manager (or in case of a manager, the General Manager) that they have an interest or that there could be the possibility of one arising. They should do this as soon as the interest or potential interest is identified. The manager must then determine whether the interest or the circumstances of the person could be perceived as compromising his or her capacity to carry out duties.

Once the manager has determined whether there is an interest, the manager may:

- reorganise the duties of the person so as to remove them from participation in the matter leading to the interest; or
- put in place a process which will ensure that the person will perform his or her duties impartially and notify the person of this and make a record of the declaration of the interest; or
- require the employee to cease the activity that gives rise to the conflict.

If the manager considers the interest would interfere with the performance of the employee's duties, then the manager must take steps to make sure the person with the interest is not part of any discussions or deliberations in relation to the matter.

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### ***Council Staff with a delegated power, duty or function***

An employee that has a direct or indirect interest in a matter in which they have a delegated power, duty or function of the Council under the Act or another Act, must not exercise the power or discharge the duty or function.

In addition to notifying their manager of the conflict, all employees must also disclose the interest to the General Manager, in writing, as soon as he or she becomes aware of the conflict of interest.

### ***Employees and persons providing advice***

Employees and persons engaged under a contract to provide advice or a report to a meeting of a Council or a special committee, who have a direct or indirect interest in a matter to which the advice or report relates, must disclose the interest when providing the advice or report and before the advice or report is considered by the Council or the Committee.

### ***Failure to disclose interests***

Depending on the nature of the breach, sanctions will vary from counselling, use of disciplinary procedures, suspension, civil action, or reporting of actions to enforcement authorities. This applies to employees and includes the manager's failure to act if they have the knowledge.

## **6. Disclosure of criminal offences**

It is not discrimination if a person's criminal record means that he or she is unable to perform the inherent requirements of a particular job. (Extract from the Australian Human Rights Commission – accessed on 09/07/09)

Council employees must advise their Manager if they are charged with a criminal offence, which is punishable by imprisonment, or if found guilty, could reasonably be seen to affect their ability to meet the inherent requirements of the work they are engaged to perform. The Manager will discuss the disclosure confidentially with the General Manager to ensure the disclosure is dealt with appropriately.

Council has policies and procedures to ensure that employees are aware of both employer and employee obligations in relation to the *Equal Opportunity Act 1995* and the *Human Rights & Equal Opportunity Commission Act 1986* (Commonwealth):

- 2015-34 Harassment and Discrimination Policy
- 2015-33 Bullying Policy
- 2013-18 Employee Recruitment and Selection Policy

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Council identifies roles within the organisation that require a pre-employment check such as a Police Check or Working with Children Check. Other positions may be identified because of the possible nature of risk to the Council, its employees, customers and the community it serves.

Where an ongoing risk is identified, employees may be required to complete ongoing Police Checks and Working with Children Checks at designated intervals during the course of their employment.

## **7. Fairness, equity and diversity**

Employees must treat others fairly and with respect for the differences of others. This aspect of work place relations is also affected by anti-discrimination and equal opportunity laws. These laws apply to how we treat other employees and our clients.

## **8. Workplace health and safety**

Managers must take all reasonable steps to ensure employees and others working on behalf of the Council know the standards and statutory regulations that affect them. All employees are obliged to comply with safety standards and not breach them either deliberately, by negligence or by trying to coerce another to breach those standards. If an employee identifies a hazard it must be reported immediately to their manager.

No one may bully, harass or behave in a discriminatory manner towards a colleague or others associated with Council. All breaches of this kind will be subject to disciplinary action.

## **9. Policies and guidelines referred to within this Code**

- 2013-18 Employee Recruitment and Selection Policy
- 2014-24 Work Health and Safety Policy
- 2015-33 Bullying Policy
- 2015-34 Harassment and Discrimination Policy
- 2015-40 Gifts and Benefits Policy
- 2017-46 Related party Disclosures Policy
- 2017-47 Disciplinary Policy and Procedure

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# Minister for Police, Fire and Emergency Management Minister for Local Government

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Ph: +61 3 6165 7770  
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12/08/2020

## A letter to All Tasmanian Councils

Dear Mayors and General Mangers

I am writing regarding changes the Premier has recently made to the Tasmanian Government's *Buy Local Policy*. These changes are designed to further increase support for Tasmanian businesses and the community more broadly as part of responding to the COVID-19 pandemic.

The Policy was first introduced in 2014, and is aimed at increasing awareness of the requirements for, and benefits in, buying locally, and improving access to Government contracts for small and medium enterprises (SMEs). The Policy:

- enhances opportunities for local businesses to compete for Government business by:
  - requiring Government agencies to take into account the wider community and social benefits of purchasing decisions; and
  - promoting within Government, the advantages of buying locally;
- reduces administrative burden on businesses providing services by simplifying procurement documentation;
- provides businesses (and Government agencies) with key information, tips, tools and training to effectively increase their future competitiveness to win government business; and
- increases transparency in relation to Government procurement activities.

The changes approved by the Premier, including amendments to the local benefit test, are summarised at Attachment 1. The new requirements came into force on 31 July 2020. An example of a new Social and Economic Benefits Statement for suppliers that Tasmanian Government agencies will be using is at Attachment 2.

In its Interim Report, the Premier's Economic and Social Recovery Advisory Council (PESRAC) noted that given the importance of economic recovery, the full weight of Tasmanian public sector procurement should be behind Tasmanian businesses.

I recognise that Local Government in Tasmania has significant purchasing power and is a key supporter of small to medium size businesses and I know that many councils already have a strong 'buy local' focus as part of their procurement frameworks. I am encouraging all councils to review the Tasmanian Government's updated policy and to consider if each Council's procurement processes and practices align with the same principles and desired outcomes.

Providing Tasmanian businesses with the opportunity to supply goods and services will be an important part of supporting our local economy and contributing to the State's resilience and recovery.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Shelton', written in a cursive style.

Hon Mark Shelton MP  
**Minister for Local Government**

Copy to: Chief Executive Officer  
Local Government Association of Tasmania

# Attachment I: Changes to the Tasmanian Government's Buy Local Policy

## *Economic and Social Benefits Test*

The current Buy Local Policy includes a Local SME Industry Impact / Local Benefits Test, used by agencies to assess the local benefits of submissions from suppliers for competitive procurements valued at \$50 000 or more. The current local benefit test defines a 'Local SME' as 'an Australian or New Zealand business employing less than 200 people'.

From 31 July 2020, Treasurer's Instruction PF-2 *Policies Impacting on Procurement: All Procurement* will be amended. The current Local Benefits Test will be replaced by an Economic and Social Benefits Test. The Local SME Industry Impact Statement will be replaced by an Economic and Social Benefits Statement. The Economic and Social Benefits Test will apply to competitive procurements valued at \$100 000 or more.

The changes will allow for more specific focus on Tasmanian SMEs and Tasmanian social and economic factors, when evaluating competitive procurements. For the purpose of the Buy Local Policy, a Tasmanian SME is a Tasmanian business employing less than 200 people.

The Economic and Social Benefits Statement will ask suppliers to respond to questions including whether the supplier is:

- a Tasmanian SME;
- has a Tasmanian workforce;
- will engage Tasmania businesses as sub-contractors;
- has invested in the Tasmanian community; and
- will source Tasmanian produced goods and services.

A supplier's response to the questions will allow agency buyers to evaluate how the procurement will bring positive economic and social benefits to the Tasmanian community. Agencies will be able tailor the questions and evaluation criteria to reflect the nature of the procurement.

## *Economic and Social Benefits Test (Weighting)*

The current mandatory weighting attached to the Local SME Industry Impact / Local Benefits Test criterion is 20 per cent of the total evaluation criteria for all competitive procurements valued at \$50 000 or more.

To provide additional support to the local economy during the COVID-19 recovery, the Government intends to lift the weighting of the Economic and Social Benefits Test to a minimum of 25 per cent. The change to the weighting will be effective for a two year period, commencing on 31 July 2020.

## *Low value procurement threshold*

Currently, TI PP-2 *Market Approaches* provides that agencies have discretion to determine an appropriate market approach, including directly selecting suppliers, for procurements valued at less than \$50 000.



From 31 July 2020, the low value procurement threshold in TI PP-2 will increase to \$100 000 to increase agency flexibility about the choice of market approaches. Where agencies directly select a supplier, agencies should approach Tasmanian businesses first, where there is local capacity, capability and value for money in local offerings.

While the market approach threshold is to be increased, a number of the TI requirements applying to contracts valued at \$50 000 or more will continue to apply, including reporting requirements and the requirements about the use of Australian Standards.

The Department of Treasury and Finance is amending the Buy Local Policy, relevant TIs, Better Practice Guidelines and associated procurement documentation to give effect to the above changes.

Copies of the amended TIs and the Buy Local Policy document will be available on the Treasury website, once approved.

# Tasmanian Government Buy Local Policy

## Economic and Social Benefits Statement

The Tasmanian Government is committed to ensuring expenditure by the Government on goods and services provides a corresponding benefit to the Tasmanian community, where possible.

As part of this commitment, suppliers should provide an Economic and Social Benefits Statement (Statement) about the potential positive impact on the Tasmanian economy and wider community of being awarded a contract. These broader economic and social benefits of procurement are taken into account as part of the Government's value for money considerations.

Suppliers do not necessarily need to be a Tasmanian business. The origin of a supplier is only one contributing factor, among many. What is important is the benefit a supplier can bring to the Tasmanian community. For example, a supplier who is located outside Tasmania could still provide a local benefit by using a Tasmanian-based workforce. The use of local contractors and manufacturers in the supply chain also supports the Tasmanian economy.

In preparing this Statement, a supplier should also consider any specific factors or desirable localised outcomes described by an agency that are relevant to the procurement opportunity.

This Statement will be used to evaluate your overall submission. It will contribute a minimum of twenty five per cent (25 per cent) of the procurement evaluation. If you do not provide a Statement, you will receive a zero weighting for Economic and Social Benefits evaluation criteria.

### Economic and Social Benefits Statement

Detail how you will have a positive impact on the Tasmanian community or economy. You should answer all questions below and provide as much information as you think necessary (*note - the response boxes will expand to accommodate your answer*).

Where possible, provide details such as actual numbers of staff and their location and the value of goods or services purchased to support your claims.

Are you a Tasmanian SME\*? Do you employ Tasmanians?

Insert your answers here (*refer Guidance information below*).

Guidance information (can be deleted): Below are some examples you may consider including in response to this question:

- Are you a Tasmanian SME?
- How many Tasmanian jobs will be supported by this procurement activity?
- How many people do you employ in Tasmania?
- Provide an estimate of the number of labour hours worked by Tasmanian-based employees versus other employees.
- Would any new Tasmanian jobs be created by the proposed contract - how many?
- If you are not a Tasmanian SME, will you be setting up a local Tasmanian office and employing local staff?

Where are the goods or services to be used in the contract sourced from?

Insert your answers here (refer Guidance information below).

Guidance information (can be deleted): Below are some examples you may consider including in response to this question:

- Does your business provide all the goods and services identified in your submission?
- If not, will the goods or services identified in your submission be provided by or sourced from Tasmanian SMEs? If possible, provide a list.
- Provide an estimate of the value of locally sourced goods and services versus imported.
- Outline how your submission will incorporate local products, services and capabilities.

Opportunity for Tasmanian SME\* involvement

Insert your answers here (refer Guidance information below).

Guidance information (can be deleted): Below are some examples you may consider including in response to this question:

- Will you source components of your offer from other Tasmanian SMEs or sub-contractors? If possible, provide details.
- How will you identify and engage with sub-contractors or other Tasmanian SMEs to deliver the contract? Will you use existing supply chains or advertise sub-contracting or supply opportunities? Will you liaise with local industry groups?
- Are there opportunities to transfer skills to a Tasmanian SME or sub-contractor?

#### Broader social and economic opportunities

Insert your answers here (refer Guidance information below).

Guidance information (can be deleted): Below are some examples you may consider including in response to this question:

- Are there any other benefits that your organisation or this specific contract will provide to the Tasmanian economy?
- Will this contract lead to new skills or expertise being developed within Tasmania?
- Will trainees or apprentices be appointed? If yes, how many and in which profession?
- Does your organisation provide opportunities for pathways to employment for disadvantaged Tasmanians?
- Do you support the Tasmanian community, for example through formal support, sponsorship, volunteering or in-kind support?

#### Local innovative solutions

Insert your answers here (refer Guidance information below).

Guidance information (can be deleted): Below are some examples you may consider including in response to this question:

- Does your submission involve adding value to imported goods or services through local development or innovation?
- Is your organisation developing strategies to provide goods or services to the Tasmanian economy that have historically been imported from interstate or overseas?
- Does your organisation offer any innovative solutions that might benefit the broader Tasmanian community and economy? Provide details.

Completed and endorsed

.....  
Name and position

.....  
Signature

...../...../.....  
Date

\*Tasmanian SMEs are Tasmanian businesses employing less than 200 people.