

AGENDA ATTACHMENTS

15 MARCH 2022

ORDINARY COUNCIL MEETING

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Central Highlands Council

MINUTES – ORDINARY MEETING – 15 FEBRUARY 2022

Minutes of an Ordinary Meeting of Central Highlands Council held in the Bothwell Town Hall, Bothwell on Tuesday 15 February 2022, commencing at 9am.

Lyn Eyles
General Manager

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.

2.0 ACKNOWLEDGEMENT OF COUNTRY

3.0 PRESENT

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A W Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

3.1 IN ATTENDANCE

Mrs Lyn Eyles (General Manager), Mrs Adam Wilson (Deputy General Manager),
Mrs Janet Monks (Minute Secretary)

4.0 APOLOGIES

Cllr S Bowden – Leave of Absence

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.

17.10 Bothwell Historical Society – Cllr J Poore is a member of the Bothwell Historical Society

18.1 Supplementary Agenda - Correspondence from Mrs Kathy Eyles –General Manager Mrs L Eyles is a relative

6.0 CLOSED SESSION OF THE MEETING

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

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

Moved: 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	<i>Local Government (Meeting Procedures) Regulations 2015</i>
1	Confirmation of the Minutes of the Closed Session of the Ordinary Meeting of Council held on 18 January 2022	Regulation 15 (2)(g) – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
2	Confidential MOU	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

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

6.1 MOTION OUT OF CLOSED SESSION

Moved Cllr R Cassidy

Seconded Cllr J Honner

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 18 January 2022	Minutes of the Closed Session of the Ordinary Meeting of Council held on 18 January 2022 were confirmed
2	Confidential MOU	Council endorsed the signing of the MOU
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 Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

OPEN MEETING TO PUBLIC

Due to COVID-19 a limit of 4 members of the public, at any one time will be applied.

7.0 DEPUTATIONS

Nil

7.1 PUBLIC QUESTION TIME**8.0 MAYORAL COMMITMENTS****12 January 2022 to 11 February 2022**

18 January 2022 Ordinary Meeting of Council – Hamilton
 19 January 2022 Citizenship Ceremony – Hamilton
 19 January 2022 New Norfolk News – telephone interview
 24 January 2022 South Central Subcommittee Teams Meeting
 09 February 2022 Opening of the South-Central Workforce Network Jobs Hub

- Business of Council x 10
- Ratepayer and community members - communications x 19
- Elected Members - communications x 15
- Central Highlands Council Management - communications x 4

8.1 COUNCILLOR COMMITMENTS

Deputy Mayor J Allwright

18 January 2022 Ordinary Meeting of Council - Hamilton

Clr A Archer

18 January 2022 Ordinary Meeting of Council - Hamilton

Clr A Bailey

18 January 2022 Ordinary Meeting of Council - Hamilton

Clr A Campbell

18 January 2022 Ordinary Meeting of Council – Hamilton

02 February 2022 TFGA Roadshow Bothwell Recreation Ground

Clr R Cassidy

18 January 2022 Ordinary Meeting of Council - Hamilton

Clr J Honner

18 January 2022 Ordinary Meeting of Council - Hamilton

Clr J Poore

18 January 2022 Ordinary Meeting of Council - Hamilton

STATUS REPORT COUNCILLORS

8.2 GENERAL MANAGER'S COMMITMENTS

18 January 2022	Council Meeting
19 January 2022	Citizenship Ceremony
24 January 2022	South Central Subcommittee Teams Meeting
07 February 2022	Meeting with Jane Alpine, Hydro Tas
09 February 2022	Opening of the South-Central Workforce Network Jobs Hub
11 February 2022	State Grants Commission – Webinar

8.3 DEPUTY GENERAL MANAGER'S COMMITMENTS

03 February 2022	Document Digitization and Automation for Government and Local Councils
07 February 2022	Hydro Tasmania Meeting
10 February 2022	Municipal Recovery Coordinators Monthly Meeting
10 February 2022	Southern Municipal Coordinators Local Government Meeting
11 February 2022	State Grants Commission Road Preservation Model Information Session

9.0 NOTIFICATION OF COUNCIL WORKSHOPS HELD

Nil

9.1 FUTURE WORKSHOPS

iPad/IT Workshop – Workshop to be held in the Bothwell Town Hall on 8th March at 1pm subject to availability of Mr Steve Conrad

10.0 MAYORAL ANNOUNCEMENTS

Official opening of the South-Central Workforce Network Jobs Hub Sub Region Group (consisting of the Brighton Council, Derwent Valley Council, Southern Midlands Council and the Central Highlands Council) was attended by the Mayor and the General Manager on the 9 February at Pontville.

RESOLVED THAT Mr Anthony McConnon be invited to the next meeting of Council to be held on the 15th March to give Council an update on the program and to answer questions in relation to how key agency are working together to address labour shortages within the agricultural sector.

11.0 MINUTES

11.1 RECEIVAL DRAFT MINUTES ORDINARY MEETING 18th JANUARY 2022

Moved: Cllr A Campbell

Seconded: Cllr J Honner

THAT the Draft Minutes of the Ordinary Meeting of Council held on Tuesday 18th January 2022 be received.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

11.2 CONFIRMATION OF DRAFT MINUTES ORDINARY MEETING 18th JANUARY 2022

Moved: Cllr J Honner

Seconded: Cllr J Poore

THAT the Draft Minutes of the Ordinary Meeting of Council held on Tuesday 18th January 2022 be confirmed.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

12.0 BUSINESS ARISING:

- 7.1 Works & Services Manager actioning
- 7.2 Works & Services Manager to report back to Council
- 15.6 DES Manager progressing
- 15.7 Draft Policy prepared by EHO
- 16.3 Revised Policy in February agenda
- 16.5 Works & Services Manager to advise Pathways Tas
- 17.1 Actioned by General Manager
- 17.2 LGAT advised by General Manager
- 17.5 Mayor to liaise with members of parliament
- 17.6 Loan Agreement signed by General Manager
- 17.10 Agreement signed by General Manager

17.11	General Manager advised Working Group of decision
17.13	Payment made
17.14	DES Manager progressing
17.15	Policy put on website
17.16	Policy put on website
17.17	Policy put on website

13.0 DERWENT CATCHMENT PROJECT REPORT

Moved: Deputy Mayor J Allwright **Seconded:** Cllr J Poore

THAT the Derwent Catchment Project Monthly Report be received.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

14.0 FINANCE REPORT

Moved: Cllr J Honner **Seconded:** Cllr R Cassidy

THAT the Finance Reports be received.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

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: Cllr R Cassidy **Seconded:** Cllr J Honner

THAT the Development & Environmental Services Report be received.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

15.1 DA2021/71: SUBDIVISION – REORGANISATION OF BOUNDARIES : 691 ELLENDALE ROAD & CT 165870/4 ELLENDALE ROAD, ELLENDALE

Moved: Deputy Mayor J Allwright

Seconded: Cllr R Cassidy

THAT Council approve in accordance with option 1:

1. Approve in accordance with the Recommendation: -

In accordance with section 57 of the Land Use Planning and Approvals Act 1993 the Planning Authority **Approve** the DA2021/71 Reorganisation of Boundaries, 691 Ellendale Road and CT165870/4 Ellendale Road, subject to conditions in accordance with the Recommendation.

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.

Easements

- 2) 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.

Endorsements

- 3) The final plan of survey must be noted that Council cannot or will not provide a means of drainage to all lots shown on the plan of survey.

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) The vehicle access must be upgraded for Lot 1. Access 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.

Bushfire

- 7) The development must be in accordance with the endorsed Bushfire Hazard Management Plan and Report prepared by ONTO IT Solutions, December 2021 Version 2, or as otherwise required by this permit, whichever standard is greater.

Final plan

- 8) A final approved plan of survey and schedule of easements as necessary, together with one copy, must be submitted to Council for sealing. The final approved plan of survey must be substantially the same as the endorsed plan of subdivision and must be prepared in accordance with the requirements of the Recorder of Titles.

- 9) A fee in accordance with Council's adopted fee schedule, must be paid to Council for the sealing of the final approved plan of survey.
- 10) All conditions of this permit, including either the completion of all works and maintenance or payment of security in accordance with this permit, must be satisfied before the Council seals the final plan of survey.
- 11) It is the subdivider's responsibility to notify Council in writing that the conditions of the permit have been satisfied and to arrange any required inspections.

Construction amenity

- 12) The development must only be carried out between the following hours unless otherwise approved by the Council's Manager Environment and Development Services:
 - Monday to Friday 7:00 AM to 6:00 PM
 - Saturday 8:00 AM to 6:00 PM
 - Sunday and State-wide public holidays 10:00 AM to 6:00 PM
- 13) All subdivision works associated with the development of the land must be carried out in such a manner so as not to unreasonably cause injury to, or unreasonably prejudice or affect the amenity, function and safety of any adjoining or adjacent land, and of any person therein or in the vicinity thereof, by reason of -
 - (a) Emission from activities or equipment related to the use or development, including noise and vibration, which can be detected by a person at the boundary with another property.
 - (b) Transport of materials, goods or commodities to or from the land.
 - (c) Appearance of any building, works or materials.
- 14) Any accumulation of vegetation, building debris or other unwanted material must be disposed of by removal from the site in an approved manner. No burning of such materials on site will be permitted unless approved in writing by the Council's Municipal Engineer.
- 15) Public roadways or footpaths must not be used for the storage of any construction materials or wastes, for the loading/unloading of any vehicle or equipment; or for the carrying out of any work, process or tasks associated with the project during the construction period.

THE FOLLOWING ADVICE APPLIES TO THIS PERMIT: -

- A. This permit does not imply that any other approval required under any other legislation or by-law has been granted.
- B. This permit does not take effect until all other approvals required for the use or development to which the permit relates have been granted.
- C. This planning approval shall lapse at the expiration of two (2) years from the date of the commencement of planning approval unless the development for which the approval was given has been substantially commenced or extension of time has been granted. Where a planning approval for a development has lapsed, an application for renewal of a planning approval for that development may be treated as a new application.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

Mr G Rogers Manager DES attended the meeting at 10.15

ADDITIONAL AGENDA ITEM PROPOSED INDEPENDENT LIVING UNITS - ELLENDALE

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council keep the owner of the land updated with purchase progress and advise that payment won't be made until the Title has been transferred to Council.

CARRIED

FOR the Motion

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

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council move to item 15.4

CARRIED

FOR the Motion

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

15.4 GREтна WAR MEMORIAL SIGN

Moved: Clr J Poore

Seconded: Clr J Honner

THAT the original wording be used for the Gretna War Memorial sign with addition of the year 2022

CARRIED 6/2

FOR the Motion

Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr A Campbell, Clr J Honner, Clr J Poore

AGAINST the Motion

Mayor L Triffitt, Clr R Cassidy

15.5 BOTHWELL WASTE TRANSFER STATION FACILITIES

Moved: Clr R Cassidy

Seconded: Clr J Poore

THAT Council review and revise the existing policy for working in hazardous weather conditions.

LOST 4/4

FOR the Motion,

Mayor L Triffitt, Clr A Bailey, Clr R Cassidy, Clr J Poore

AGAINST the Motion

Deputy Mayor J Allwright, Clr A Archer, Clr A Campbell, Clr J Honner,

Moved: Clr J Honner

Seconded: Clr J Poore

THAT Council move back to Item 15.2 and Item 15.3

CARRIED

FOR the Motion

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

Council Planning Consultant (SMC) Mr Damian Mackey attended the meeting at 10.40

15.2 PROPOSED BOTHWELL, OUSE, AND HAMILTON STRUCTURE PLANNING PROJECTS

Moved: Deputy Mayor J Allwright

Seconded: Clr R Cassidy

THAT:

- A. Submissions be prepared and sent to the State Planning Office outlining the potential structure planning projects initially for Bothwell, Ouse, Hamilton and Gretna, with other settlements to follow, requesting 50% contributions from the State Government, based on a total cash budget for each project of approximately \$60,000.
- B. Draft project plans be prepared for the potential structure planning projects initially for Bothwell, Ouse, Hamilton and Gretna, with other settlements to follow, for consideration by Council. These are to include proposed steering committee arrangements.
- C. A report on the above points be provided to a future Council meeting, including budgetary implications for the coming financial year.
- D. Engage the services of Mr Damian Mackey (through the resource-sharing protocols with Southern Midlands Council) to facilitate the process on behalf of Council.

CARRIED

FOR the Motion

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

Mr J Branch Manager Works & Services attended the meeting at 11.00

15.3 PROPOSED SCENIC LANDSCAPES PROJECT

Moved: Clr J Poore

Seconded: Clr J Honner

THAT this item be deferred until the next meeting of Council to allow for additional information to be provided.

CARRIED

FOR the Motion

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

Council Planning Consultant (SMC) Mr Damian Mackey left the meeting at 11.18

15.6 BOTHWELL TOWN HALL – KITCHEN, SUPPER ROOM AND BAR AREA – PROPOSED RE-ROOF

Moved: Clr J Poore

Seconded: Clr A Campbell

THAT Council approve the allocation of \$50,000 to undertake the proposed re-roof with insulation of the Kitchen, Supper Room and Bar Area at the Bothwell Town Hall.

CARRIED

FOR the Motion

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

15.7 COVID 19 VACCINATION AND PANDEMIC LEAVE POLICY

MOTION 1.0 CHC - PANDEMIC LEAVE POLICY

Moved: Clr A Campbell

Seconded: Clr J Poore

THAT Council adopt the Central Highlands Council Pandemic Leave Policy and review in twelve months.

CARRIED

FOR the Motion

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

MOTION 2.0 CHC - COVID 19 VACCINATION POLICY

Moved: Clr A Campbell

Seconded: Clr J Poore

THAT

1. Council seek legal advice in relation to the Vaccination Policy and whether there is anything else we need to consider.
2. Council consider the comments from the workforce in relation to the Vaccination Policy.
3. The Mayor liaise with the General Management Committee of LGAT to ascertain what the whole of Local Government position is on mandating a COVID 19 Vaccination Policy

CARRIED

FOR the Motion

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

15.8 REQUEST FEEDBACK ON THE LAKES WATER MANAGEMENT PLAN REVIEW IMPACT ASSESSMENT

Moved: Clr R Cassidy

Seconded: Clr A Bailey

THAT

- A. Council acknowledges receiving the documents from Sara Naylor, DPIWE concerning the Plan Review for Lakes Crescent and Sorell; and advise Sara that:
- B. Council has previously written to the Minister
 1. Expressing support for Council's representative and the position taken by Councillor Anthony Archer; and
 2. Highlighting Council's absolute priority is to ensure that:
 - a. an adequate supply of potable water to the Bothwell Township and riparian water users every year
 - b. an adequate supply of irrigation water to ensure that the farms and business which rely upon it have at least 10,000MGL available every year and 12,000MGL when available.
- C. Council is of the view that the information requested in Sara's letter is the responsibility of the Department to collect and Council is limited due to privacy issues. The List will be able to provide the relevant property owner details to the Department.

CARRIED

FOR the Motion

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

15.9 DES BRIEFING REPORT

PLANNING PERMITS ISSUED UNDER DELEGATION

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

PERMITTED

DA NO.	APPLICANT	LOCATION	PROPOSAL
2022 / 00006	D J C Jones	5540 Lyell Highway, Hamilton	Shed

DISCRETIONARY

DA NO.	APPLICANT	LOCATION	PROPOSAL
2021 / 00114	N T Ha	25 Patrick Street, Bothwell	Garden Structures

2021 / 00112	M.C.A Architects	CT 243891/1 Marlborough Road, Miena	Dwelling
2021 / 00117	6ty Pty Ltd	Bothwell Police Station, 3 Barrack Street, Bothwell	Accommodation Unit
2021 / 00120	K J D Kingston, D J Buckby	14 Tarleton Street, Hamilton	Outbuilding
2021 / 00118	T L Hicks	77 Thiessen Crescent, Miena	Dwelling Additions & Alterations

ANIMAL CONTROL

IMPOUNDED DOGS

No dogs have been impounded during the past month.

STATISTICS AS OF 9 FEBRUARY 2022

Registrations

Total Number of Dogs Registered in 2020/2021 Financial Year – 978

2021/2022 renewal have been issued.

- Number of Dogs Currently Registered - 921
- Number of Dogs Pending Re-Registration – 29

Kennel Licences

Total Number of Kennel Licences Issued for 2020/2021 Financial Year – 29

2021/2022 Renewal have been Issued.

- Number of Licenses Issued –30
- Number of Licences Pending – 0

2021/2022 Renewal have been Issued.

- Number of Licenses Issued –30
- Number of Licences Pending – 0

18.1 SUPPLEMENTARY AGENDA

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council move to the Supplementary Agenda Items

CARRIED

FOR the Motion

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

18.1 BOTHWELL TOWNSHIP – CORRESPONDENCE FROM MRS KATHY EYLES

RESOLVED THAT

1. Council responds to Mrs Kathy Eyles, highlighting steps to be taken to rectify issues raised in correspondence.
2. Ms Josie Kelman, Executive Officer, The Derwent Catchment Project be invited to the next meeting of Council to discuss solution to address debris build up in the Clyde River.

18.2 AUTOMATED EXTERNAL DEFIBRILLATOR HAMILTON OFFICE AND BOTHWELL OFFICE

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT the Manager of Development and Environmental Services purchase two AED Wall Cabinet: Semi-Recessed with Alarm that will be wired into the building's security system, so that the alarm will be triggered when the door of the AED wall cabinet is opened — making it widely-known that an emergency is in progress. Install the AED in the wall cabinets of both buildings so they are visible from the street.

CARRIED

FOR the Motion

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

18.3 UPGRADE OF PHONE SYSTEM AT THE HAMILTON OFFICE AND BOTHWELL OFFICE

Moved: Clr J Honner

Seconded: Clr A Campbell

THAT Council approve a budget allocation of \$20,000 in 2021/2022 budget to upgrade the phone system, at the Hamilton and Bothwell Offices before the end of May 2022.

CARRIED

FOR the Motion

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

18.4 CLEANING FOR COUNCIL PREMISES

Moved: Clr R Cassidy

Seconded: Clr A Bailey

THAT The General Manager approve the creation of the above position initially for 20 hours per week

CARRIED

FOR the Motion

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

Council adjourned for lunch at 12.35 pm

Council resumed the meeting at 1.05 pm

Manager DES, Mr Graham Rogers left the meeting at 12.35 pm

Clr A Archer left the meeting at 12.45 pm

16.0 WORKS & SERVICES

Moved: Clr A Bailey

Seconded: Clr R Cassidy

THAT the Works & Services Report be received.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Bailey, Clr A Campbell, Clr R Cassidy, Clr J Honner, Clr J Poore

16.1 LOCAL ROADS & COMMUNITY INFRASTRUCTURE PROGRAM PHASE 3

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council allocate an extra \$90,000 towards the construct and seal of Thousand Acre Lane
AND

THAT Council allocate \$60,000 for a new project Ellendale play equipment upgrade

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Bailey, Clr A Campbell, Clr R Cassidy, Clr J Honner, Clr J Poore

16.2 ELLENDALE PLAY EQUIPMENT

Moved: Clr A Bailey

Seconded: Clr R Cassidy

THAT Council allocates \$60,000 from the Local Roads and Community Infrastructure Program Phase 3 to a project of upgrading the Ellendale Play Equipment

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Bailey, Clr A Campbell, Clr R Cassidy, Clr J Honner, Clr J Poore

16.3 POLICY NO. 2021-60 ROADSIDE MEMORIALS POLICY

Moved: Deputy Mayor J Allwright

Seconded: Clr J Poore

THAT Council approve Policy No. 2022-60 Roadside Memorials Policy

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Bailey, Clr A Campbell, Clr R Cassidy, Clr J Honner, Clr J Poore

Clr A Archer returned to the meeting at 1.16 pm

16.4 ELLENDALE BBQ SHELTER

Moved: Clr A Bailey

Seconded: Clr R Cassidy

THAT Council thank Mr and Mrs Simpson for their correspondence and advise that lighting will be installed in the BBQ Shelter, Ellendale.

CARRIED

FOR the Motion

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

16.5 GRADER SALE – KOMATSU 655

Noted

Manager Works and Services Mr Jason Branch left the meeting at 1.19 pm

17.0 ADMINISTRATION

17.1 REMISSIONS UNDER DELEGATION

The General Manager has granted the following remission under delegation:

01-0826-02486	\$23.10	Penalty on property sold
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Moved: Clr J Honner

Seconded: Clr A Campbell

THAT the remission under delegation be noted.

CARRIED

FOR the Motion

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

17.2 DIABETES TASMANIA POLLIEPEDAL '22

Moved: Clr A Bailey

Seconded: Clr J Poore

THAT Council make a donation of \$250.00 to Diabetes Tasmania for the PolliePedal '22

CARRIED

FOR the Motion

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

17.3 DISTRICT WATER SUPPLY

DEALT WITH UNDER DES AGENDA – ITEM 15.8

17.4 RECOGNITION OF CENTRAL HIGHLANDS RESIDENTS WHO HAVE UNDERTAKEN INTERNATIONAL ACTIVE SERVICE OR PEACE KEEPING DUTIES

Moved: Clr A Campbell

Seconded: Clr A Bailey

THAT:

- (a) Council allocates funding in the 2022/23 budget to erect additional Honour Boards throughout the Central Highlands;
- (b) Council's Community Relations Officer in conjunction with Clr J Honner, Mr Andy Beasant and Mr Ron Sonners begin gathering names of those Central Highlands residents who served in conflicts or international peace keeping operations since 1945; and
- (c) Council applies for relevant funding when available.

CARRIED

FOR the Motion

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

17.5 FINAL DRAFT SOUTHERN TASMANIAN REGIONAL WASTE AUTHORITY – RULES

Moved: Clr J Honner

Seconded: Clr R Cassidy

That

1. Council note its decision of 17 August 2021 to establish a Joint Authority, in accordance with Section 30 of the *Local Government Act 1993*, to be known as the Southern Tasmanian Regional Waste Authority, with other Southern Tasmanian Councils to progress waste related issues.

2. The proposed rules of the Southern Tasmanian Regional Waste Authority as an attachment to this report be approved.
3. The General Manager be delegated authority to amend the proposed rules as required following consultation with the other eleven Southern Tasmanian Councils.
4. The General Manager be authorised to undertake all necessary actions to enable the establishment of the new Joint Authority to be progressed in accordance with Sections 30, 31, 32 and 33 of the *Local Government Act 1993*.
5. Should changes to the proposed rules be required as a result of the statutory approval process, a further report be presented back to Council accordingly.

**CARRIED BY
ABSOLUTE MAJORITY**

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A Bailey, Cllr A Campbell, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

17.6 AUSTRALIA DAY AWARDS

RESOLVED THAT Australia Day Award recipients be invited to a morning tea (10-11am) at the Bothwell Town Hall, Wednesday the 9th of March 2022.

17.7 LGAT MARCH GENERAL MEETING – MOTIONS

LGAT has forwarded two motions received for the March General Meeting to allow for discussion by Council prior to this meeting.

1. Motion received from Brighton Council:

Decision Sought

That LGAT advocate to the Federal Government for the removal/exemption of FBT on Electric vehicles where use is restricted to travel between home and work.

2. Motion received from Northern Midlands Council

Motion:

That LGAT lobby the State Government to initiate and fund the development and implementation of a family and sexual violence prevention framework for local government across the state.

RESOLVED THAT Council supports both Motions

17.8 GREAT LAKE ADVENTURE TRAIL

Moved: Clr A Campbell

Seconded: Clr J Poore

THAT Council advise Mr & Mrs Pidgeon that:

1. a DA hasn't been received for the Great Lake Adventure Trail; and
2. it will require a Discretionary Application that they can make a representation to; and that
3. Council hasn't committed any funds to the Great Lake Adventure Trail.

CARRIED

FOR the Motion

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

17.9 ECONOMIC INFRASTRUCTURE DEVELOPMENT STUDY

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council endorse the SCS Infrastructure Planning report prepared by KPMG.

CARRIED

FOR the Motion

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

Clr J Poore declared an interest as a member of the Bothwell Historical Society and did not vote

17.10 REQUEST FROM BOTHWELL HISTORICAL SOCIETY INC.

Moved: Clr A Bailey

Seconded: Clr R Cassidy

THAT Council allocate \$5,000.00 to the Bothwell Historical Society to undertake the work required to open the history rooms to visitors.

FOR the Motion

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

18 SUPPLEMENTARY AGENDA ITEMS

DEALT WITH EARLIER ON AGENDA

19.0 CLOSURE –

Mayor Lou Triffitt thanked everyone for their contribution and closed the meeting at 1.50pm



Central Highlands Council

Draft Minutes Independent Living Units Committee

Draft Minutes of a Meeting of the Independent Living Units Committee held at the Council Chambers Bothwell on Tuesday, 22nd February 2022 commencing at 10.30am.

1.0 OPENING

The Meeting opened at 10.36am

2.0 PRESENT

Mayor Lou Triffitt, Clr Tony Bailey, Mrs Cynthia Cooper, Mr Andy Beasant

3.0 APOLOGIES

Nil

4.0 IN ATTENDANCE

General Manger, Lyn Eyles and Sharee Nichols

5.0 MINUTES

Moved Clr Tony Bailey

Seconded Ms Cynthia Cooper

THAT The Minutes of the Independent Living Units Committee meeting held on 3rd November 2021 having been circulated to all members be taken as read and confirmed.

Carried

For the Motion: Mayor Lou Triffitt, Clr Tony Bailey, Ms Cynthia Cooper, Mr Andy Beasant

6.0 ILU UNIT 3 BOTHWELL TENANCY

4 applications were received and all applicants were interviewed for the ILU Unit 3 at Bothwell.

Moved Clr Tony Bailey

Seconded Ms Cynthia Cooper

THAT the Committee approve that Mrs Dianne Smith be offered tenancy of Unit 3 of the Bothwell ILU Unit.

Carried

For the Motion: Mayor Lou Triffitt, Clr Tony Bailey, Ms Cynthia Cooper, Mr Andy Beasant



Central Highlands Council

Draft Minutes Independent Living Units Committee

7.0 CLOSURE

There being no further business the meeting was declared closed at 11.55am.



Central Highlands Council

DRAFT MINUTES AUDIT PANEL MEETING – 28TH FEBRUARY 2022

Draft Minutes of the Central Highlands Audit Panel Meeting held at the Hamilton Council Chambers, Hamilton on Monday 28 February 2022 commencing 9.00am.

1.0 OPENING

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

2.0 PRESENT

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

3.0 APOLOGIES

Nil

4.0 CONFIRMATION OF MINUTES

Moved Deputy Mayor J Allwright **Seconded** Cllr A Campbell

THAT the minutes of the previous meeting held on Monday, 13 September 2021 be confirmed.

Carried

For the motion: I V McMichael (Chair), Deputy Mayor J Allwright, Cllr A Campbell

5.0 PECUNIARY INTEREST DECLARATIONS

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

NIL

6.0 BUSINESS ARISING

6.1 Updated Risk Register

All updates were highlighted in red.

Moved Cllr A Campbell **Seconded** Deputy Mayor J Allwright

THAT the Updated Risk Register be included in the Agenda of the Ordinary Council Meeting to be held in March.

Carried

For the motion: I V McMichael (Chair), Deputy Mayor J Allwright, Cllr A Campbell

6.2 Audit Panel Annual Work Plan

Received – No Comments

6.3 Internal Compliance Assessment Plan Review

Mr Izaak de Winter Accountant with Premium Business Group will be attending the Hamilton Office next Monday and Tuesday to undertake the Internal Compliance Audit.

7.0 STANDING ITEMS

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

8.0 NEW BUSINESS

8.1 Tas Audit 2021 Report to Council

Moved Deputy Mayor J Allwright **Seconded** Cllr A Campbell

THAT the Tas Audit 2021 Report be included in the Agenda of the Ordinary Council Meeting to be held in March.

Carried

For the motion: I V McMichael (Chair), Deputy Mayor J Allwright, Cllr A Campbell

Cllr A Campbell raised a question regarding the funds that Council are currently holding for the Anglican Church at Bothwell.

8.2 Insurances

I V McMichael raised a question regarding the current requirements checking that Council is up to date with all Insurance Policies.

9.0 OTHER BUSINESS

Report of the Auditor General was tabled for comment prior to Friday 4th March 2022

10.0 NEXT MEETING

Monday 9th May 2022 9.00 a.m.

11.0 CLOSURE

Meeting closed at 9.40 a.m.



MINUTES OF THE WASTE COMMITTEE MEETING OF THE CENTRAL HIGHLANDS COUNCIL HELD IN THE BOTHWELL COUNCIL CHAMBERS, AT 9.30AM ON WEDNESDAY 2ND MARCH 2022

1. PRESENT

Deputy Mayor Allwright, Clr Poore & Clr Honner

IN ATTENDANCE

Mr G Rogers (Manager DES), Mrs B Armstrong (EHO) & Mrs K Bradburn (Minutes Secretary)

2. APOLOGIES

Mrs L Eyles (General Manager)

3. CONFIRMATION OF MINUTES

Moved **Clr Poore**

Seconded **Clr Honner**

THAT the Draft Minutes of the Waste Committee Meeting of Council held on Wednesday 7th April 2021 to be confirmed.

Carried

For the Motion: Deputy Mayor Allwright, Clr Poore & Clr Honner

4. WASTE TENDERS

Tender No 02/22 – Kerbside Domestic Garbage & Recycling Collection Service

Tender document reviewed by Committee with the following comments made.

- Following requests from ratepayers the following areas were considered and it was determined that it would not be viable to provide a door to door garbage & recycling service:
 - Lower Marshes Road, Apsley
 - Marked Tree Road, Hamilton
 - Thousand Acre Lane, Hamilton

Recommended that the ratepayers who enquired be notified.

- Suggested that users of the door to door service be reminded that waste is collected weekly and recycling fortnightly and only bins provided for this service will be collected.

RESOLVED that this be conveyed in the next Council Newsletter to ratepayers.

Tender No 03/22 – Service for Supply, Installation & Maintenance of Waste Bins in Various Locations & Waste Transfer Stations and Collection of Waste

Tender document reviewed by Committee with the following changes required to the Tender document:

- Bins located at Arthurs Lake Shop be emptied twice a week.
- Length of Contract to be added being 3 years with an option of a further 2 years.

RESOLVED that the relevant residents be advised about the relocation of the bins at Haulage Hill and Hungry Wombat Café and the removal of the bin at Great Lake Hotel.

Tender No 04/22 – Service for Supply, Installation & Maintenance of Recycling Bins at Waste Transfer Stations and Collection of Recyclables

Tender document reviewed by Committee with no changes required.

RECOMMENDATION

Moved: Clr Honner

Seconded: Clr Poore

THAT:

- A. The Waste Committee approve the documents Tender 02/22, Tender 03/22 & Tender 04/22 with changes.
- B. The Waste Committee approve the following timeline for the tendering process:
 - Advertise** - Wednesday 9th & Saturday 12th March 2022 in the Mercury & Examiner Newspapers
 - Tenders Close** - Friday 22nd April 2022
 - Waste Committee for Consideration** - Wednesday 4th May 2022
 - Council Meeting for Consideration** - 17th May 2022

Carried

For the Motion: Deputy Mayor Allwright, Clr Poore & Clr Honner

5. OPENING HOURS OF WASTE SITES

The Manager Development & Environmental Services has undertaken a review of the opening hours of Council's Waste Sites and presented standardise opening days and hours for all sites all year round as follows:

Wednesday – 12.00 to 4.00pm
Saturday – 12.00 to 4.00pm
Sunday – 12.00 to 4.00pm

The proposal includes retaining the current opening on Monday Public Holidays for the Bronte Park and Miena Waste Transfer Station but change the hours from 12.00 to 4.00pm.

RECOMMENDATION

Moved: Clr Honner

Seconded: Clr Poore

THAT the Waste Committee endorse the increase and standardise the opening days and hours at all waste sites.

Carried

For the Motion: Deputy Mayor Allwright, Clr Poore & Clr Honner

6. OTHER BUSINESS

Council's Environmental Health Officer, Beverley Armstrong, advised that she had received a presentation from LGAT on the new Waste Levy that comes into effect from the 1st July 2022. LGAT have offered to present a PowerPoint presentation to Council if required.

RESOLVED that this item be placed on the Agenda for the March Ordinary Meeting of Council for consideration.

7 CLOSURE & DATE OF NEXT MEETING

Next Meeting Wednesday 4th May 2022 at 9.30am.

There being no further business the meeting closed at 10.45am

Derwent Catchment Project Monthly Report for Central Highlands Council

March 2022

General Business

We conducted an inspection of the landslip site at Pelham last month and are supporting the Council works team to develop a restoration plan. The restoration plan for the site includes 'hydro-mulching' and tree planting. Restoring and stabilising the large area impacted by the landslip is important to prevent soil loss and minimise erosion.

This month we have submitted a grant application partnering with IFS to improve galaxiid habitat.

Galaxids are a group of native Tasmania fish that are threatened. IFS is working to protect and reestablish populations of these species. If we are successful in this grant application, we will be working at an IFS site in the Central Highlands where galaxids have been reestablished to remove gorse and revegetate the surrounding areas.

We also submitted a grant to work on the Clyde at Croakers through Bothwell township. Croaker's Lane is an important public space widely used by the local community and visitors. The willow infestation along the Clyde River has a long history and there has been increasing community concern about how this area could be improved. The willows reduce the water flow and exacerbate flooding of the area. Previous works in the area have included blackberry, gorse and some willow control but the cost of an excavator and associated willow removal has been beyond our ability to fund as a community organisation. If funding from this grant is successful, we will work to remove willows and restore the disturbed areas with natives.



Pelham landslip area

Weed Management Program/Planting

Strategic Actions 4.4 Continue the program of weed reduction in the Central Highlands and 4.7 Support and assist practical programs that address existing environmental problems and improve the environment.

The on-ground works team has continued their mission to remove weeds that threaten valuable natural assets and industries. You may have seen them controlling weeds along roadsides, our lake shores and riverbanks.

This summer the DCP has continued its weed control program, working to eradicate weeds that threaten important natural values and agricultural industries in the region.

On-ground Works Program

This month our on-ground works team has continued their work controlling weed infestations along the council roads getting very close to completion of weed control for the season. As we transition into autumn and blackberries are no longer producing fruit the team will perform follow up control of blackberry in all of the weed eradication zones identified in the Central Highlands Weed Management Plan.

Ouse River Restoration – Volunteer led

We continue our work to control weeds and re-establish native vegetation along the banks of the River Ouse.

One of the weeds we are focusing on controlling in the area is ragwort. We continue to support community members that have been volunteering their time to tackle this weed.

Last December our on-ground works team sprayed ragwort rosettes. This month Morgan joined community members to assess the extent of ragwort in the area including on private lands. He is pleased to report that the rosette spraying was successful in reducing ragwort numbers. We are looking to continue follow up works with support from Hydro.

Orange Hawkweed Program – Weed Action Fund Grant – DPIPWE

This summer we continue our on-going program to control Orange hawkweed (OHW) in the Central Highlands. Orange hawkweed is a noxious weed that occurs in some localised areas in the Central Highlands. When not in flower the plant is difficult to locate.

Melanie Kelly and Fonzie, a weed detector dog, have been working at Butlers Gorge, Tarraleah, Great Lake and Cattle Hill to locate OHW. Located plants have been treated by our on-ground works team. They will continue to survey and treat the remaining areas over the next two weeks.



Fonzie on the job sniffing out hard to find OHW

Agri best Practice

Strategic Actions 4.7 Support and assist practical programs that address existing environmental problems and improve the environment.

Future Drought Fund – Drought Hub

We have been collaborating with the Tasmanian Institute of Agriculture on the Tasmanian Adaptation and Innovation Hub as part of the Future Drought Fund project. They have been successful in their bid to run an adoption and innovation hub for creating resilience and preparedness in times of drought.

The future drought fund provides \$100 million nationally per annum in perpetuity. This will hopefully provide an opportunity to attract on-going funding into the local area.

This month we have submitted an EOI for a project officer with the DCP that would provide a link between drought hub activities and share knowledge and resources developed as part of the Derwent Pasture Network more widely through the Derwent and other dryland farming regions.

Derwent Pasture Network – funded by NRM South through the Australian Government’s National Landcare Program

The Derwent Pasture Network, our dryland focused ag program, continues to work alongside pastoralists to tackle the challenges of grazing in the semi-arid regions of the catchment.

The program taps into local knowledge, supported by our pasture expert Peter Ball, to overcome the challenges of improving productivity and reducing erosion in the rugged low-rainfall environments that we have throughout the Derwent region.

We have demonstration sites, workshops, pasture courses and field days on the go.

Demonstration sites

This month we have conducted further measurements of pasture production at our fertiliser test strips at Bushy Park. We have found increased pasture productivity with the application of both phosphorus and potassium. Interestingly, these sites have had a dramatic increase in clover, up to 3.9T of Dry Matter per ha for the growing season. This is great news for overall pasture productivity as clover is a ‘nitrogen fixer’ increasing nitrogen in the soil for other grasses to use. We are already seeing increases in growth of cocksfoot at these sites.

We are also finding from our demonstration trials that timing of fertilizer application is important. Early autumn nutrient application increases winter and early spring growth responses.

In autumn we will add an autumn sown comparison site of persistent pasture species to the 3 paddock trials we’ve already established. At the existing sites, differences between both species and cultivars are now being observed. One encouraging observation is the early performance of perennial stoloniferous red clover. These initial results are exciting as this species offers an opportunity to move away from the reliance on annual subterranean clover providing a more permanent legume backbone to our low rainfall dryland pastures.

Seminars and workshops

Next month we are excited to be hosting a seminar about soil carbon. We want to use this seminar to explore more about what soil carbon really is and how to build it in a dryland context. We will have a panel including guest Cam Nicholson (Nicon Rural) from Victoria who is a farmer and soil carbon expert; Jamie Downie (farmer - Dungrove) is currently working on a soil carbon project as part of the Australian Government’s Emissions Reduction Fund; Luke Taylor (soil scientist - AgAssist) regularly tests for soil carbon across the region and Richard Doyle (senior lecturer - Utas) brings an in depth understanding of Tasmanian soils.

Next week we are looking forward to hosting our next grazing course session with local producers.

Restoration and Conservation

Strategic Actions: 4.1 Continue to fund and support the Derwent Catchment Project and 4.7 Support and assist practical programs that address existing environmental problems and improve the environment.

Tyenna River Recovery – willow warriors – funded by the Australian Government’s Community Environment Program, IFS, DV council and DCP

This year we continue working with volunteers and our on-ground works team to control willows along the Tyenna River. We have been following a top to bottom strategy to remove willows, treating willows within the Maydena township working towards Westerway.

Willows are a tenacious weed that invade our rivers and streams. They form large root mats that choke rivers, reduce habitat for water bugs and change river flow, impacting riparian health and infrastructure.

To tackle this problem and improve the health of our rivers, we have developed a Tyenna River Restoration Plan (2020-29) and are working with local industry and volunteers known as ‘the Willow Warriors’ to remove willows along the Tyenna River.

Towards the end of February, we had the first of our Willow Warriors working bee at Maydena. With 13 attendees we tackled willows near the Maydena oval with great success. It has been fantastic to see so much community support for this program with volunteer numbers increasing.



Willow Warriors tackling willows at Maydena

Californian thistle control – Tyenna river – funded by SFM/New Forests

Supported by funding from SFM/New Forests we have performed Californian thistle management along the riparian buffer of the Tyenna River. This is the first stage of a rehabilitation plan to restore the riparian zone and

replant and stabilise the riverbanks. This work will be done as a collaboration between our on-ground works team and the Willow Warriors.

Nursery

Karen, our nursery manager, continues her great work managing our nursery at Hamilton. In addition to her day-to-day work in the nursery Karen has been collecting seed to use in the 'Hydro-mulch' for restoration of the site at the Pelham landslide and conducting site assessments for revegetation programs and shelterbelts for private and public landholders.

Grant applications and progress

Weed Action Fund – A biosecurity Program for African feathergrass \$81,917

This proposal will develop and implement 3 years of a biosecurity program for AFG across the Huon and Derwent Valley; to reduce the infestation and spread of AFG and raise awareness of this weeds impact and engage the community. **Successful**

Weed Action Fund – A biosecurity Program for Karamu \$147,312

This proposal will develop and implement 3 years of a biosecurity program for Karamu, Reduce the infestation and spread of Karamu and raise awareness and engage the community. **Successful**

*Weed Action Fund – Control of alternate Fruit Fly hosts in 1.5km buffers around vulnerable commodities the Derwent Catchment. \$165,000 **Unsuccessful***

*Landcare Action Grant - Habitat protection and weed eradication to protect a population of threatened Golden galaxis \$10,000 - **Pending***

The objective of this project is to eradicate Gorse from the conservation management reserve site that was established in 2002 to accommodate a translocated population of endemic and threatened golden galaxias.

*Restoring the Clyde River within the Bothwell township \$10,000 - **Pending***

This project is to remove willows and restore the Clyde River near Croakers Lane.

Please don't hesitate to call us if you have any queries about our programs.

Yours Sincerely,

Josie Kelman, Executive Officer, The Derwent Catchment Project 0427 044 700

Eve Lazarus, NRM Co-ordinator, The Derwent Catchment Project 0429 170 048

Public Facing CDC Dashboard – Initial Council Profile Items

Data Category/Dashboard Panel	Proposed Data Items	Source
<i>Local Community Snapshot</i>	Land Area (km2)	ABS (<i>see also profile.ID</i>)
	Estimated Resident Population (current and % change since 2006 – growth/decline)	
	Population density (per km2)	
	Median resident age (years)	
	Median household Income (\$ weekly)	
	SEIFA social disadvantage index	
	Population Projection (including projected growth/decline rate)	Treasury (publicly available)
<i>Financial and Asset Sustainability</i>	Underlying surplus/deficit	CDC/council financials – see also TAO reports
	Underlying surplus ratio	
	Asset sustainability ratio	
	Road asset renewal funding ratio	
	Road asset consumption ratio	
	Net financial liabilities ratio	
<i>Infrastructure</i>	Km of council road – total and by category (sealed, unsealed, rural, urban)	CDC
	Km of council roads per head of population	
	Gross replacement and written-down value – <i>roads and traffic infrastructure</i>	
	Gross replacement and written down value – <i>stormwater and drainage</i> Gross replacement and written down value – <i>other infrastructure assets</i>	

Data Category/Dashboard Panel	Proposed Data Items	Source
<i>Rates and Other Revenue</i>	Total Revenue (\$)	CDC (see also LGD rates snapshot)
	Operating Revenue (\$)	
	Rateable properties/number of rateable valuations (No.)	
	Rate Revenue (\$)	
	Average rate per rateable property (\$)	
	Average rate per head of population (\$)	
	Rate Revenue as % of operating revenue (%)	
	Operating costs per rateable valuation (\$)	
	Capital Government Grants (State and C'wealth) (\$)	CDC
	Recurrent Government Grants (State and C'wealth) (\$)	
	Own source revenue as % of operating revenue	
<i>Planning and other Regulatory activities</i>	Development applications received/accepted (No.) (split into Discretionary and Permitted)	CDC
	Median number of statutory days taken to assess Das (split into Discretionary and Permitted)	
	Building applications received (No.)	
	Value of all development approvals	
	Number of food premises	
	Number of food premises inspections undertaken	
<i>Governance and Representation</i>	Councillors (No.)	Publicly available (determined by Local Gov Act)
	Councillors per 1000 head of population	

Data Category/Dashboard Panel	Proposed Data Items	Source
	Councillor gender split (%)	TEC publicly available data (see also internal LGD analysis of 2018 election results)
	No. of candidates for councillor/deputy mayor/mayor at 2018 elections	
	Voter participation rate (2018 elections) (%)	
<i>Workforce</i>	Total FTEs (No.)	CDC
	Total employee costs (\$)	
	Median employee age (years)	
	Total staff turnover rate	

REGIONAL STRATEGY FOR ADAPTING TO A CHANGING COASTLINE IN TASMANIA **SNAPSHOT**



Coastal hazards are the result of natural processes that can cause considerable damage to communities, industries and infrastructure. These hazards are magnified by sea level rise resulting from a warming climate and may present a significant risk to Tasmanian communities and local economies if they are not appropriately managed.

The Regional Coastal Hazards Strategy aims to increase the capability of Southern Tasmanian Councils to prepare for and respond to coastal hazards including erosion and flooding from the sea. The Strategy's objectives are to:

- apply a risk management approach that incorporates evidence-based, best practice management principles, systems and processes informed by up-to-date climate science and technology
- encourage consistency and co-ordination across southern Tasmanian councils through a regional approach
- The Principles are consistent with relevant Tasmanian Government policies and regulations and should be applied through the Strategy's risk management framework to coastal hazards on public and private land.

Public Safety

1. Human safety is paramount. Areas of unacceptable risk should be identified and exposure to risk minimised or if risk is unavoidable identify retreat pathways.
2. The community will be provided with up-to-date climate change and coastal hazards information to inform decision making and opportunities to participate in response planning.

Private property

3. Private property owners occupy coastal areas at their own risk.
4. Property owners are responsible for managing risks to their property from coastal hazards in accordance with relevant policies and regulations and based on expert coastal advice.
5. Where private coastal protection works are undertaken by property owners, beneficiaries should pay.

Local Government

6. Councils should actively monitor coastal hazard areas within their municipal areas.
7. Councils are responsible for the management of coastal hazard impacts on their assets and services.
8. Councils are not responsible for the cost of coastal hazard impacts on private property, or on private assets located on public land.
9. Access to public coastal land will not be available to private property owners for coastal protection works, except where significant public benefit is demonstrated.

Legal Risk and Adaptation

10. Coastal legal risks can be identified managed and reduced but can't be avoided

11. Well-developed policy and action now will minimise the risk of legal challenges and liability in the future

Coastal Management and Planning

12. Managing coastal hazard planning is enhanced where there is consultation between relevant levels of government, the private sector, community and other key stakeholders.
13. Planning provisions (such as Local Provisions Schedule; Specific Area Plans) can be used so coastal hazard management plans are prepared in areas identified as risky or hazardous.
14. A pathway of adaptive responses to coastal hazards, informed by up-to date climate science should be adopted and intervention by humans in natural processes should be minimised.
15. Public access and community services should be maintained wherever possible where consistent with the Principles of public safety, risk and financial considerations.
16. When Councils make decisions based on the projected asset life of infrastructure, they must factor the risks of coastal sea level rise hazards in the calculation of asset life.
17. Intensification of use or development should be avoided within coastal hazard areas on public land managed by Councils unless significant public benefit is demonstrated.

Coastal Values

18. Aboriginal and cultural heritage and ecological values will be preserved to the greatest extent practicable when responding to coastal hazards.

The Strategy is an initiative of the Southern Tasmanian Councils Authority's Regional Climate Change Initiative. It has been developed collaboratively between the ten coastal Councils in southern Tasmania and is consistent with the policy position of the Tasmanian Government's: DPAC Mitigating Natural Hazards through Land Use Planning and Building Control Coastal Hazards Technical Report 2016 and NRET Managing Coastal Hazards <https://nre.tas.gov.au/about-the-department/managing-coastal-hazards>

Contact:

**Southern Tasmanian Councils
Authority**
C/- Secretariat Brighton Council
1 Tivoli Road
Gagebrook TAS 7003
stca.tas.gov.au



REGIONAL
CLIMATE CHANGE
INITIATIVE

REGIONAL STRATEGY

ADAPTING TO A CHANGING
COASTLINE IN TASMANIA



DRAFT

STCA CHAIR FOREWORD

De esto magni omnibus. Gitaspi caborum
quaerat ulla cum, cullique pores et,
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Em as asit lat qui commoles nate andamet
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ACKNOWLEDGMENT OF COUNTRY

In recognition of the deep history and culture of the southern Tasmanian councils, we acknowledge the Tasmanian Aboriginal people as the Traditional Custodians of this land. We acknowledge the determination and resilience of the Palawa people of Tasmania who have survived invasion and dispossession and continue to maintain their identity, culture and rights.

We recognise that we have much to learn from Aboriginal people today, who represent the world's oldest continuing culture. We pay our sincere respects to Elders past and present and to all Aboriginal people living in and around southern Tasmania.

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1.0 INTRODUCTION

This 'Regional Strategy for Adapting to a Changing Coastline in Tasmania' will help councils to employ a strategic approach to existing or potential hazards on the coastline that threaten harm to public and natural assets, infrastructure, people or property.



Coastal hazards such as inundation and erosion occur as the result of natural coastal processes. These hazards are magnified by a warming climate and rising sea levels.

This Strategy was developed by a collaboration between specialist coastal consultants¹ and the Southern Tasmanian Councils Authority's (STCA) climate program, with members representing ten coastal councils in southern Tasmania. The Tasmanian Government (Renewables, Climate and Future Industries Tasmania and Natural Resources and Environment Tasmania), the Local Government Association of Tasmania and the Port Arthur Historic Site Management Authority were consulted in development and provided support and feedback input for consideration by the committee.

A central feature of the Strategy is that a risk management approach is recommended for helping communities adapt to a changing coastline, as this is best practice in coastal management. To apply the risk management framework to development and use in the coastal zone on public and private land and to guide the decisions that are made, coastal issues should be viewed through the lens of a suite of Principles that are outlined in this Strategy document. These Principles are also a central feature of the Strategy.

¹ Impact Solutions International and BMT Commercial Australia P/L



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1.1 COASTAL PROCESSES

The diagram below presents a hypothetical coastline indicating most common features subject to coastal hazards. More urbanised Councils share many of these coastal features which are numbered and described in the key below.

Figure 1. Represented here are some of the coastal issues that may arise.

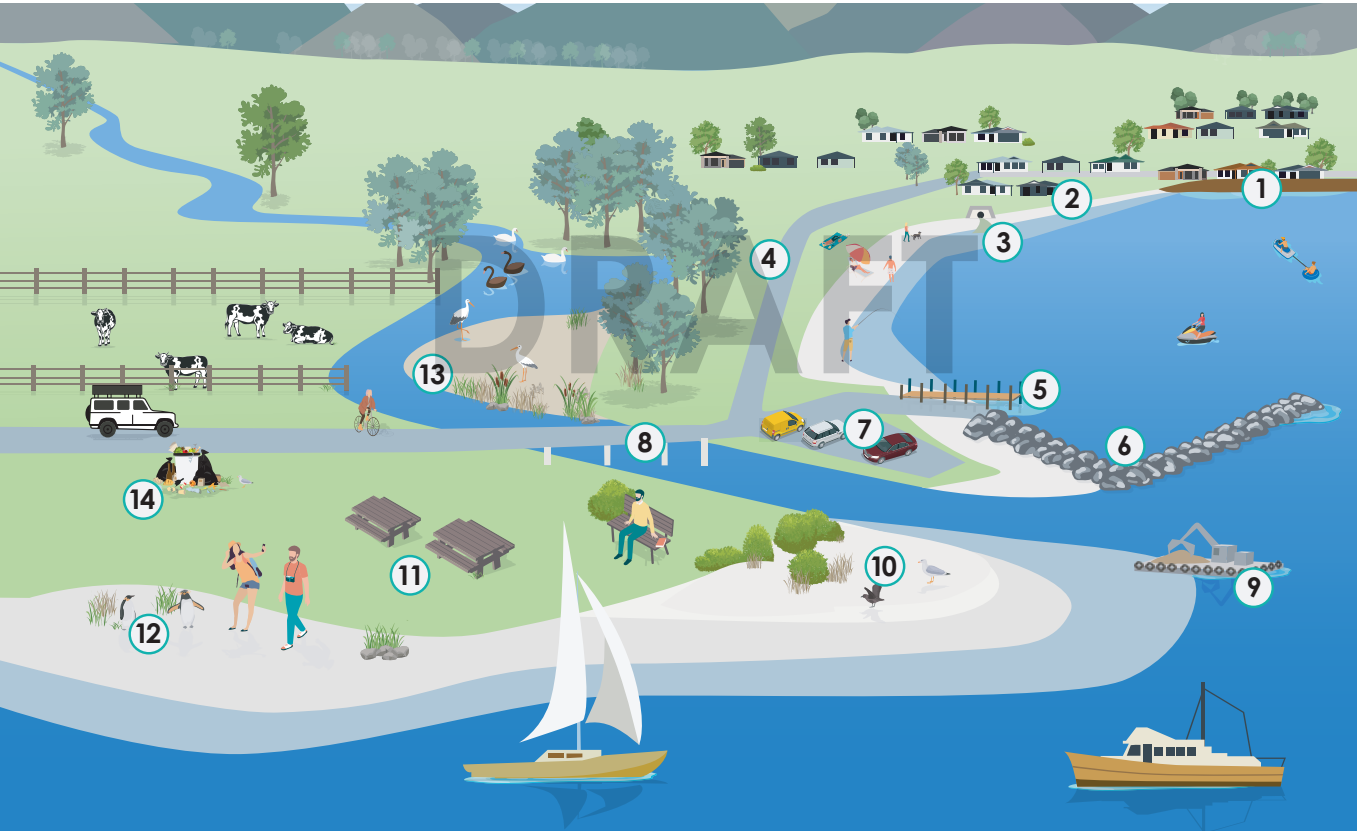


Table 1 Key to Figure 1	
1. Dwellings and other structures on erodible cliffs	8. Bridges and river/estuary crossings
2. Dwellings and other structures vulnerable to beach erosion and inundation	9. Managing sand movement and accumulation with dredging
3. Stormwater outlets and other linear infrastructure	10. Erodible soft sediment spits and habitat
4. Roads vulnerable to inundation, erosion and saltwater intrusion	11. Public facilities such as picnic grounds and BBQs
5. Jetties and other public and private structures. Historical features and infrastructure	12. Foreshore and dune flora and fauna
6. Engineered hard structures including breakwaters and sea walls	13. River sediments and wetlands vulnerable to erosion
7. Public infrastructure including boat ramps, car parks	14. Litter and other illegal waste dumping

1.2 RISK MANAGEMENT

Risk management essentially involves a repeating cycle of identifying risks, hazards and vulnerabilities, identifying then evaluating solutions, preparing action plans, implementing actions and monitoring results. Outcomes from the risk management process described in this Strategy can be incorporated into existing council corporate risk registers.

Tasmanian Case Study



Example of assessing risk

Raspins Beach forms the western shore of Prosser Bay immediately north of Orford on Tasmania's east coast. The entire beach is a low-lying sandy shore. Due to erosion in the last 3 to 4 decades, the beach has receded over 100 metres, and at the northern end is now within 50m of the Tasman Highway. A camping ground and much open coastal forest has been lost.

The highway floods when king tides, low pressure systems and strong easterly swells, winds and rain combine. This essential transport corridor will continue to increase in vulnerability through 21st century and beyond. Agencies with an interest in this area include Department of State Growth, NRET, Parks and Wildlife Service and Glamorgan Spring Bay Council.

HIGHWAY



High band (Red)	area vulnerable to sea-level rise by 2050 from the mean high tide, rounded up to the nearest 100 mm.
Medium band (Orange)	area vulnerable to a 1% AEP storm event in 2050 rounded up to the nearest 100mm plus 300 mm added for freeboard.
Low band (Yellow)	area vulnerable to a 1% AEP storm event in 2100 rounded up to the nearest 100mm plus 300 mm added for freeboard.
AEP = Annual Exceedence Probability	

A risk management approach to helping communities adapt to changes such as a warming climate and sea level rise on the coastline and more generally, in the coastal zone, requires understanding the vulnerability of an area, asset or activity, and identifying where any actions should be focused. The assessment of risk can lead to identifying and implementing measures that help communities adapt to changes.

A risk assessment leads to many optional solutions for responding to risks. With stakeholder and community involvement, these options are assessed and can be used to develop local coastal hazard plans. These local coastal hazard plans outline what actions will be implemented – for example, re-vegetating dunes, replacing sand on beaches, or more cost intensive hard engineering solutions such as sea walls and groynes. Retreat and relocation are also options. Note that in some cases a deliberate action will be to take no action.

Various tools and approaches are used to help select options appropriate for the risk tolerance of Council, stakeholders and community. The 'CoastAdapt'² on line decision making tool is the recommended strategy to use at this point. This comprehensive tool was commissioned by the Australian government to support coastal managers to adapt to rising sea levels

and a warming climate. Cost benefit analysis and multi criteria analysis are another two examples of tools that can be used to help make necessary decisions. Other decision making tools have been identified and are described in more detail in CoastAdapt.

The output from these approaches is used to develop coastal hazard plans. The plans should identify clear objectives, actions, responsibilities and performance indicators.

In the "Take Action" phase of the risk management cycle, a critical aspect is attracting funding or finance for actions.

The "Monitor and evaluate" phase helps identify actions that have achieved the desired objectives, and those that have not. This allows new information to be applied and planning processes to be revised if needed.

Each step of the process needs governance, resources, and engagement that supports the process within and outside the organisation. The risk management cycle can be followed again and again as many times as needed to continually improve plans if desired.

A detailed description of how to apply risk management to help communities adapt to changes on the coastline is provided in Section 3.

² National Climate Change Adaptation Research Facility (NCCARF) CoastAdapt online decision support framework www.coastadapt.com.au
There are 10 information manuals covering the scientific and technical information of the many disciplines involved in coastal adaptation.



2.0 PRINCIPLES

The ten coastal councils in southern Tasmania and specialist coastal consultants developed the Principles collaboratively.

The Principles reflect the knowledge and expertise of local government policy makers and resource managers with direct experience in developing or applying knowledge about adapting to climate change impacts on the coastline".

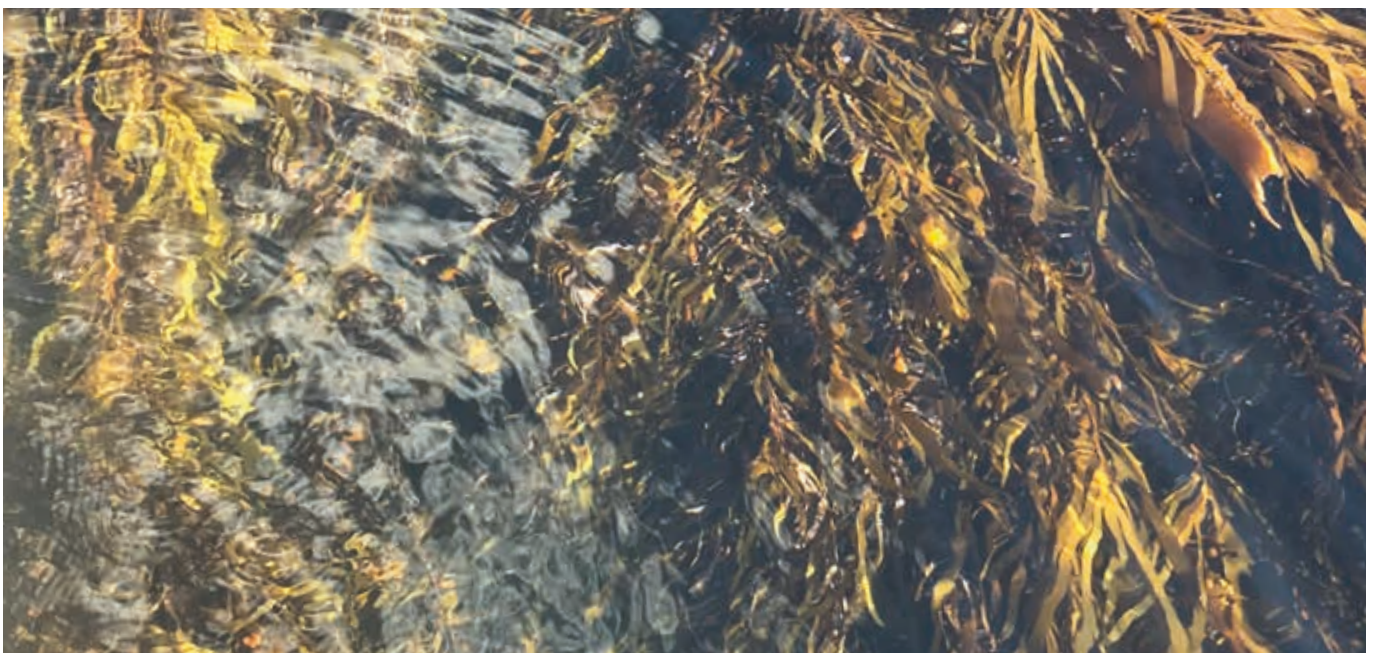
The committee and working group (the Regional Climate Change Initiative group of the Southern Tasmanian Councils Authority) was informed by the principles employed by the State Government which manages Crown land in the coastal zone.

Section 2 outlines each Principle, gives an example of how each Principle might be applied, and provides some context for why each is relevant to managing a changing coastline.

Tasmanian Government Principles

The Department of Natural Resources and Environment Tasmania Principles for Managing Coastal Hazards (<https://nre.tas.gov.au/about-the-department/managing-coastal-hazards>) which currently include the following principles, among others:

- The Crown does not have, nor does it accept, specific future obligations to repair or reduce the impacts of natural coastal hazards on private property; and
- The Crown does not accept obligations to repair or reduce the impacts of natural coastal hazards on any non-Government owned or managed assets sited on public land.





2.1 PUBLIC SAFETY

1 (a) Human safety is paramount. Areas of unacceptable risk should be identified and exposure to risk minimised or if risk is unavoidable, identify retreat pathways.

1 (b) The community will be provided with up-to-date climate change and coastal hazards information to inform decision making and to provide opportunities to participate in response planning.

To apply Principles 1(a) and 1(b) in making practical decisions, councils can ask and answer the following questions:

Is this area identified as medium to high hazard on the LISTmap, the Tasmanian Government's Land Information System Tasmania website?

Are there facilities or structures in this area which are used by the public? Are they safe and maintained?

What actions can be taken to alert the public to risk, reduce risk, and if necessary discourage, limit or prohibit access?

Are coastal risks and hazards across the municipality identified, quantified, mapped and monitored?

Have private property owners been informed of the hazards identified for their land and assets?

If the answers are yes, then the Principle has been applied. If the answer is No, then more work should be done in this area.



Context for this Principle

Ensuring the safety of people must be the primary concern in managing coastal hazards. Coastal land managers must warn and protect people from a range of hazards, including dangerous water conditions (large swells and rough seas, currents and undertows, pollution), unstable landforms (such as cliff edges), and inundation. Community education through signs, excluding access, and siting and design of access and public and private infrastructure must all be considered on a case-by-case basis.

2.2 PRIVATE PROPERTY



2.2 (a) Private property owners occupy coastal areas at their own risk.

2.2 (b) Property owners are responsible for managing risks to their property from coastal hazards in accordance with relevant policies and regulations and based on expert coastal advice.

2.2 (c) Where private coastal protection works are undertaken by property owners, beneficiaries should pay.

To apply Principles 2.2 (a), 2.2 (b) and 2.2 (c) as part of making practical decisions about managing coastal risks, councils can ask and answer the following questions:

Have property owners been informed of their responsibility for the risk they face?

Have property owners been informed that Council and the Crown accept no obligation to fund the repair of damage from erosion, inundation or extreme climate events?

Have private landowners been made aware of Council's policies applying to their property and any relevant knowledge supporting these policies?

If the answers are yes, then the Principle has been applied. If the answer is No, then more work should be done in this area.

Context for this Principle

Coastal hazards are a financial issue to manage. For example, insurance is an increasingly large budget item, and climate risks are increasing the costs of insurance. Addressing coastal hazards on public land adds a resourcing demand to the organisation.

Private sector financing will be required to address the challenges of climate change.

2.3 LOCAL GOVERNMENT

- 2.3 (a) Councils should actively monitor coastal risks and hazards within their municipal areas.
- 2.3 (b) Councils are responsible for the management and cost of coastal hazard impacts on their own assets and services.
- 2.3 (c) Councils are not responsible for the cost of coastal hazard impacts on private property, or on private assets located on public land.
- 2.3 (d) Access to public coastal land will not be available to private property owners for coastal protection works, except where significant public benefit is demonstrated.

To apply Principles 2.3 (a), 2.3 (b), 2.3 (c) and 2.3(d) when making practical decisions, councils can ask and answer the following questions:

Have property owners been informed that access to public coastal land will not be available to private property owners for coastal protection works, except where significant public benefit is demonstrated?

Does council have an inventory of their coastal hazards and risks?

Does council have an estimate of potential costs from the impact of hazards on council owned assets and services?

If the answers are yes, then the Principle has been applied. If the answer is No, then more work should be done in this area.

Context for this Principle

Where coastlines are already experiencing erosion, pressure from landowners and the community to create hard engineered defences can be intense. Experience from around the world suggests that the high costs of such action are rarely justified, and the defences are rarely successful in the long term. Also, these structures can result in the loss of beaches which impacts the values of the broader community. Protecting high value urban, city and commercially important foreshores can be an exception. Ecosystem based responses involve the management of ecosystems and their services to reduce the vulnerability of human communities to the impacts of climate change. These responses provide lower cost natural solutions by increasing coastal resilience to erosion, and they can buy time to look at the range of longer-term options including retreat. Soft solutions are those which do not cause any long-lasting effects and which can easily be removed or changed. Sand bagging provides a temporary solution and can be removed or shifted. These soft engineered solutions should be considered first.

The challenge of hard engineered solutions.

Stakeholders who live or work on the coastal fringes such as beachfronts or estuarine foreshores often put pressure on Councils or the Crown to take hard engineered structural approaches such as sea walls or levees to address erosion and inundation problems. Apart from these being costly to design and construct, many hard-engineered solutions result in consequences to other stakeholders. Examples include transferring the risk to other places or stakeholders which can occur if one home or a small area is protected, or the loss of beach which often follows construction of a sea wall. Importing sand by pumping or trucking, for example, creates very high ongoing maintenance costs. It is important to understand these unintended consequences before progressing to such options.

2.4 LEGAL RISK AND ADAPTATION



- 2.4 (a) Coastal legal risks can be identified, managed and reduced but can't be avoided.
- 2.4 (b) Well developed policy and action now will minimise the risk of legal challenges and liability in the future.

To apply Principles 2.4 (a) and 2.4 (b) as part of making practical decisions about managing coastal risks, councils can ask and answer the following questions:

Does council have a coastal asset register?

Does council understand the legal risks presented by sea level rise?

Does council have policies and plans in place that address coastal legal risks?

If the answers are yes, then the Principle has been applied. If the answer is No, then more work should be done in this area.

Context for this Principle

As coastal decision-makers, councils and other planning authorities need to identify functions and decisions that may give rise to legal risk around climate change adaptation and identify how to manage these legal risks. Information Manual 6 prepared by CoastAdapt specifically introduces the coastal legal risk issues and this is the recommended resource for assessing legal risk. This Section provides a very brief summary of the Manual.

Risk of legal challenge – decisions with climate change implications.

They can be managed by early decision-making and action, based on the best science and consideration of all issues, including both legal and factual/scientific uncertainty.

Legal risk can arise from:

- Strategic planning
- Public release of hazard risk information
- Failure to release hazard risk information
- Approval of new development
- Construction and maintenance of protective infrastructure
- Approval of private coastal protection works.

There is a risk of public-law litigation brought by citizens challenging the decisions of government officials. These may involve appeals to planning tribunals that consider the merits of the original decision and either uphold, vary or replace the decision. Where merit appeals are not available, limited rights of judicial review may enable

citizens to challenge the decision-making process or the criteria applied. If successful, these challenges result in the decision being sent back to the original decision-maker for re-determination; they do not directly result in a decision being overturned or changed.

The other risk of litigation is based on private law rights, under the law of negligence and nuisance. Such actions may be brought where a decision or careless action or inaction results in loss. These cases are brought by the individuals who have suffered loss such as property damage and/or reduced property values. This loss (and the right to sue) sometimes occurs many years – even decades – after the decision. If the council or other authority is found to owe them a duty of care, and to have breached that duty, the outcome of such actions is a liability to compensate for the loss caused.

To minimise climate legal risk, international and Australian experience suggests that early and proactive decision-making based on the best available science is important. The CoastAdapt Information Manual 6 'Legal Risk and Adaptation' is a very useful resource as it describes seven probable scenarios and the factors that a council must consider for managing risk in each situation.

The CoastAdapt coastal climate risk management tool is recommended to support coastal managers with making decisions about adapting to coastal hazards. An example from CoastAdapt is provided over page to show how the tool can be used to support practitioners to make decisions in this space.

Practical Scenario⁴



Provision of protective seawall

What is the action/decision to be made? A group of coastal landholders has asked Council to construct a seawall to protect their properties.

Background

The state government has released hazard mapping indicating areas likely to be inundated under sea-level rise. A group of concerned citizens has approached Council, as their properties are zoned as having a sea-level rise risk. They have requested that Council construct a seawall to protect their properties.

What is the decision-maker's power/authority?

The Fictional Government Act provides that the local government has the power to do anything that is necessary or convenient for the good rule and local government of its local government area.

Is there factual certainty?

Council seeks advice from its in-house engineer, who confirms that the properties are likely to be affected by sea-level rise. The engineer also advises Council that a seawall may protect those properties but may also exacerbate erosion for properties located further along the coast. It is also in an area of high wave energy, and the seawall will therefore need expensive ongoing maintenance.

Is there legal certainty?

Council seeks advice from its in-house lawyer, who advises that Council does not have an obligation to construct a seawall. However, it will have an ongoing obligation to maintain a seawall if one is constructed. The lawyer also advises that Council may be the subject of legal proceedings in negligence or nuisance from the neighbouring landholders if erosion is exacerbated and damages their properties.

Outcome

Council declines to construct a seawall. Council advises the property owners that they may apply for development approval to construct the seawall at their own cost, but that they will need to prove that the seawall will not impact on neighbouring landholders. The property owners will also be subject to ongoing management obligations. Council also decides to adopt a strategy for future seawall development and include it in its plan.

CoastAdapt Information Manual 6 'Legal Risk and Adaptation' describes 6 other probable scenarios:

Scenario 1: Should a council undertaking strategic planning review include newly released state hazard information?

Scenario 2: Assessing a development application for a large mixed-use coastal development

Scenario 3: Assessing a development application for 100 residential lots

Scenario 4: Council provision of infrastructure – upgrade of stormwater

Scenario 5: Provision of infrastructure – stormwater upgrade and community concerns

Scenario 7: Development approval for protective infrastructure (community-built seawall).

Councils can use these Scenarios and the Coast Adapt Information Manual 6 as an entry into the necessary process of understanding their coastal legal risk.

See: https://coastadapt.com.au/sites/default/files/information-manual/IM06_Legal_Risk.pdf

⁴ Bell-James, K, Baker-Jones, M., Barton E. 2017: Legal risk. A guide to legal decision making in the face of climate change for coastal decision makers. CoastAdapt Information Manual 6, 2nd edn, National Climate Change Adaptation Research Facility.



Graham Howard at Kingston Beach (2012)

Coastal Hazards Management 1960's Style

In November 1960 Graham Howard was only 24 years old and the recently appointed engineer for Kingborough Council.

A massive storm hit the area in November and Graham estimates that in excess of 30,000 cubic metres of sand was lost from Kingston Beach in one event. Huge waves had washed across the road and into the properties on the other side. When he stood on the shore afterwards there was a vertical drop of over 3 metres where the beach used to be. It was obvious that urgent action was required.

Graham knew nothing about seawalls so undertook research at the library and had multiple phone calls to contacts in Europe.

A loan of 16,000 pounds was negotiated with Treasury with the asset life of a seawall estimated to be 25 years.

- The wall is 800 metres long and runs the whole length of the beach;
- It is 2.8 metres high along its entire length with the top 1.8 metres being a curved construction;
- It is only 15 centimetres thick and made of high density concrete with steel reinforcing;
- It took 4 months to complete.

The wall continues to protect Kingston Beach and facilitate minimisation of localised erosion. It is an example of innovative coastal hazard management for its time.

2.5 COASTAL MANAGEMENT AND PLANNING

- 2.5 (a) Coastal hazard planning is enhanced where there is consultation between relevant levels of government, the private sector, community and other key stakeholders.
- 2.5 (b) Planning provisions (such as Local Provisions Schedule; Specific Area Plans) can be used so coastal hazard management plans are prepared in coastal areas identified as risky or hazardous.
- 2.5 (c) A pathway of adaptive responses to coastal hazards, informed by up-to date climate science should be adopted and intervention by humans in natural processes should be minimised.
- 2.5 (d) Public access and community services should be maintained wherever possible where consistent with the Principles of public safety, risk and financial considerations.
- 2.5 (e) When Councils make decisions based on the projected asset life of infrastructure, they must factor the risks of coastal sea level rise hazards in the calculation of asset life.
- 2.5 (f) Intensification of use or development should be avoided in public coastal hazard areas managed by Councils unless significant public benefit is demonstrated.

To apply Principles 2.5 (a) to 2.5 (f) as part of making practical decisions about managing coastal risks, councils can ask and answer the following questions:

Has Council identified coastal areas already subject to hazard and areas likely to become hazardous under climate change projections over this century?

Are provisions available so council planners can assess development applications that relate to intensification of use or development in coastal hazard areas in a manner consistent with the Principle?

Are Council planners and managers aware of these areas to include relevant issues in their decision making?

Is there a process in place to add to this knowledge as new data emerges?

Have vulnerable Council infrastructure assets been identified (present and future), and has a strategy to replace protect, or relocate them been developed based on the life of the asset, risk scenarios both present and anticipated, and identification of alternative locations?

Have local hazard management plans been developed for identified coastal areas?

Were relevant stakeholders consulted as part of developing these management plans?

Have owners of land in hazardous coastal areas been informed of Council policies towards rebuilding, extending, modernising, existing dwellings or building new dwellings?

Have real estate agents, property valuers, financial institutions and insurance companies been made aware of these policies, and is there a mechanism to inform prospective buyers?

If the answers are yes, then the Principle has been applied. If the answer is No, then more work should be done in this area.



Sandbags now protect 65 metres of coastline at Coningham Beach in Kingborough Council.

Context for this Principle

Good coastal zone planning can help avoid new development in hazardous areas and identify where development or infrastructure is appropriate. Innovative design and construction methods can be used to help accommodate changed conditions.

Case Study



Supporting council climate cooperation and collaboration

The Southern Tasmanian Councils Authority's climate program is delivered through its Regional Climate Change Initiative. Established in 2010, RCCI supports and coordinates climate change action across the following areas:

- **council leadership:** as the tier of government closest to communities, lead and share knowledge across Tasmanian councils and communities to: build capacity, avoid duplication and advocate to State and Federal Government, research sector and peak organisations
- **corporate (council) emissions reduction:** reducing energy use and emissions which councils are responsible across their buildings, fleet and services
- **community emissions reduction:** supporting programs to influence households, businesses and community groups to reduce emissions and energy use and realise cost savings
- **corporate (council) adaptation:** increase the capacity of councils to protect and future proof their assets and services against intensified natural hazards; reduce exposure to potential liability in decisions making; and minimise financial risks from the transition to a low carbon economy and increased natural disasters.
- **community (municipal / regional) adaptation:** assist and facilitate community building resilience and adaptive capacity by providing information on local climate change risks to enable informed decision making and risk assessment



The tide gauge benchmark at Port Arthur, made by T.J. Lempriere in 1841, is one of the oldest in the world. A comparison by Dr John Hunter and colleagues of historical tide gauge data (found in the London and Australian archives) and recent sea level observations, showed relative sea level has risen by 13.5 cm from 1841 to 2000.

2.6 COASTAL VALUES

- 2.6 (a) The importance of ecological, cultural, and Aboriginal heritage values will be recognised for their contribution to human well-being when responding to coastal hazards.
- 2.6 (b) Coastal hazards management will consider the impact of any action or inaction on known ecological and heritage values.
- 2.6 (c) Understanding climate change impacts to Aboriginal sites and landscapes will require input from Aboriginal Heritage Tasmania to gain access to data that may not be publicly available and to ensure a culturally appropriate response.

To apply Principles 2.6 (a), 2.6 (b), and 2.6 (c) as part of making practical decisions about managing coastal risks, councils can ask and answer the following questions:

Have significant values been identified using all state government, online, and local resources?

Has advice been sought from appropriate agencies and communities?

If the answers are yes, then the Principle has been applied. If the answer is No, then more work should be done in this area.

Context for this Principle

People of Tasmania cherish coastal environments for complex and dynamic values. They are home to rare, and threatened ecosystems; tangible and evocative connections to the indigenous use and custodianship of the land and sea; and the later layers of historic heritage places.

While some coastal ecosystems can naturally retreat if suitable land is available, the majority of these values are uniquely tied to coastal place and many climate change adaptation approaches cannot be applied to them: they cannot be replaced, they cannot be moved, and they cannot be elevated. This creates particular challenges for management, because the range of options is limited and likely to require location specific responses rather than generalised solutions.

Expertise in managing these values, and the places and landscapes to which they are attached, exists across Tasmania. Advice can be sought from a range of Government Agencies, including Department of Natural Resources and Environment (which includes Aboriginal Heritage Tasmania and Heritage Tasmania), and Government Business Enterprises such as the Port Arthur Historic Site Management Authority.

Information on the heritage and ecological values of an area is mapped on various overlays available on LISTmap.



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3.0 RISK MANAGEMENT PROCESS

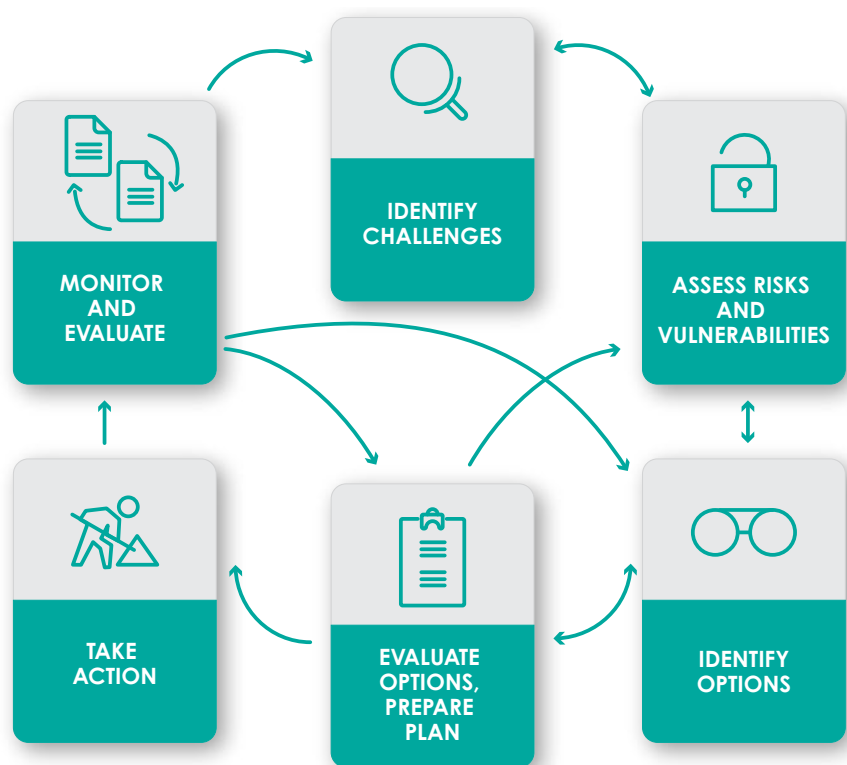
Current global leading practice in climate change adaptation recommends taking a risk-based approach. Understanding and managing risk are key elements incorporated in the principles for adaptation. Risk based approaches to adaptation include understanding the vulnerability of an area, asset or activity, and delves further into understanding why this vulnerability matters and where any actions should be focussed.

The following six-step iterative framework can be followed to help understand and manage coastal hazards. An important consideration of adaptation is that the framework can be completed in ways that meet the purpose of each Council. Those that are starting their adaptation journey are able to scan

through the process fairly rapidly, getting an idea of the scale of the challenge, and the level of detail and investment that is required to address the issue they face. Others may have a better overview of the issue in their area or have greater exposure and may wish to follow the process in more detail from the outset. Additional support for undertaking risk management can be found in the online tool 'CoastAdapt' – the section titled Risk Assessment.

The risk management framework recommended in this Strategy is one that is consistent with the international risk standard. It is presented in the figure below:

Figure 2. Risk management framework, consistent with ISO31000 (Palutikof, Rissik, Webb et al. 2019)



5 CoastAdapt National Climate Change Adaptation Research Facility www.coastadapt.com.au



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3.1 IDENTIFY CHALLENGES

This is a critical step in adaptation planning. By getting the framing right for the challenge, Councils will set themselves up for success in the short and medium term. The iterative nature of the risk framework enables this to be revisited regularly in response to new knowledge, as coastal risks change, or as the needs of stakeholders change.

This initial step is focused on developing a clear understanding of what Council is trying to achieve, and clearly defining the area and scale that will be the focus of adaptation.

Once defining the scale and extent of the plan, it is important to establish a vision and goals for the adaptation challenge. At this early stage this supports engagement with stakeholders and demonstrates leadership from Council.

A component of this first stage is to get appreciation of the magnitude of the challenge being faced. This can be done by undertaking a first pass risk screening. Risk screening can be done following a desk-top approach and does not require a detailed understanding of climate effects on the area. Use expert opinion, simple maps, figures and climate change projections to determine whether you have a climate challenge to address (a first-pass risk screening). Guidance can be obtained from the links to on-line resources provided in Section 5 of this Strategy.

By understanding where risks may be present and what may be affected, you are able to fine tune and prioritise the approach for the next steps in the risk assessment. This includes understanding what detailed information may be required and also which internal and external stakeholders should be involved.

Establishing governance and organisation structures that ensure Council is able to achieve its goals is also important at this early stage. Resourcing the process properly and ensuring that the process is supported throughout the organisation means that staff involved will be empowered to act appropriately and effectively across the organisation and that relevant sections are involved.

Undertake internal and external engagement to ensure that you have strong support within and outside of your organisations. It is important to set up processes that enable engagement to be continual throughout the process.

At this stage of the risk management process it may be necessary to establish an internal business case to ensure that resources are made available to support the process. The information gathered in this step is essential for supporting the business case.



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3.2 DETERMINE VULNERABILITY AND RISK

This step of the process involves determining the vulnerability and eventually the risk that your council area and assets face from the effects of climate change. It is important that this is done using an approach for your risk assessment and reporting that is fit for the challenge faced and for the purpose of your organisation, and that will support adaptation planning and action.

The need to communicate with internal and external stakeholders remains essential. This includes communicating the results of the first-pass risk screening to your internal and external stakeholders and using the results and discussion to narrow down your focus to areas that are most at risk. At this stage you are able to undertake a second pass risk assessment. The second pass risk assessment includes understanding the vulnerability of your council area, organisation and community to coastal hazards.

At this stage it is necessary to gather existing data about coastal risks and in some cases to develop new information if none is available. There are several useful national and state data bases which may be enough and these should be accessed and reviewed before proceeding with new data collection. Council and other assets should be mapped as this will help with a risk assessment approach. Determining the vulnerability of your organisation, assets and community requires gaining an understanding of the adaptive capacity of each of these attributes.

The second pass risk assessment can be based on any new information that is gathered or developed such as updated sea-level rise mapping. Existing information, maps and stakeholder and expert knowledge can also be used to support the second-pass risk assessment.

Internal and external stakeholder engagement should be used to identify consequence scales for the risk assessment. It is also important to use existing consequence scales from Council's risk register or any disaster risk assessment frameworks which may be applied in Council. It is useful to consider risks in a number of categories such as economic risk, social risk and environmental risk.

Further information on risk assessment approaches and access to tools and supporting information can be obtained using the links provided in Section 5.

If any major risks are identified in the risk workshop, a deeper understanding may be required in key areas. This may require further investment to get refined data to support more detailed work and satisfy concerned stakeholders. It is important to communicate the results of the risk assessment with decision makers to discuss what can be done to address the issues that have been identified. At this stage it is useful to understand the legal risks of not addressing the identified risk.

Stakeholder engagement continues to be an important exercise at this stage.

3.3 IDENTIFY OPTIONS

Once the risk assessment has been undertaken it is possible to identify adaptation options that address climate change risks. In identifying options consideration should be given to options which address climate change, but which also address other existing pressures, although it is also necessary to identify options that may address the climate change risk alone. Option identification should include reassessment of options and strategies from existing strategies and plans within Council, helping to determine whether they are still relevant under a changing climate.

It is important to recognise that different options will be needed to address different climate related pressures, different assets and that these will vary between localities. Maps and spreadsheets can be useful in helping to link options selected to the specific risks they will address.

It is important to consider suites of different options which may be able to be undertaken together. These may include policy and planning options, community capacity building options, ecosystem-based adaptation options etc. It is also important to recognise the potential for having sequences of options, enabling you to take a pathways approach and avoid unnecessary expenditure and adverse side-effects from your actions. Such sequences may include initially using cheaper ecosystem-based options such as dune restoration and enhancement through replanting. Once these options stop working more engineering and cost intensive solutions may be necessary (e.g. beach nourishment), and ultimately perhaps the need for sea-walls to be constructed or options such as relocation to be considered.

The Principles presented in section 2 should be key considerations when selecting options.

3.4 EVALUATE OPTIONS AND MAKE A PLAN

In the previous stage Council, together with its stakeholders will have identified a series of possible options to address coastal risks. These options now form the basis of a strategy or plan. Options need to be evaluated and prioritised in conjunction with stakeholders using tools and approaches that help you to select options appropriate for the risk tolerance of your organisation and its stakeholders.

Approaches such as Cost Benefit Analysis (CBA) and Multi Criteria Analysis are useful tools that can help to prioritise options or suites of options. They can help to ensure that prioritised options make the most economic sense and deliver what is needed/wanted by stakeholders. Using the output from these

approaches a plan can be developed that list the options and identifies thresholds at which options will be implemented.

The plan should include clear objectives for each of the options and list performance indicators. It should also identify potential barriers to action and establish mechanisms to overcome them.

Always try to select options that will allow you to keep your options open (i.e. do not commit to something that cannot be changed or built on if required).

Identify suitable indicators to assess performance of options and determine how best, and most cost effectively these can be monitored. It is important to consider

the benefits or negative impacts that each option may have on community, environment etc. This will help to determine the level of engagement that may be required before an option can be implemented. The plan should:

- Identify thresholds and trigger levels when actions should be taken
- Identify people/groups responsible for actions
- Include review points when plan will be updated.

It is important to note that in some cases a deliberate action will be not to take any action. If this is the case, the process through which you arrived at this decision should be clearly documented.

Once the strategy or plan is developed, appropriate endorsement procedures should be followed to ensure it is supported at all levels of Council. This may require establishing processes for community consultation. This will support implementation of the plan.

3.5 TAKE ACTION

Once a plan or strategy is developed and signed off by Council and stakeholders, the plan or strategy can be implemented. Supporting activities may be developing specific business cases for actions or suites of actions, collecting additional data where required, influencing the implementation of other plans, and overcoming any barriers to action.

A critical aspect of implementation is attracting funding or finance for actions. Some adaptation options will be expensive

and approaches which help obtaining the necessary funds is critical. This may include identifying and approaching potential funders (e.g. State and Commonwealth Government) but may also involve working with the private sector to develop partnerships.

Collaborations and partnerships which support implementation of plans will be essential and can include partnerships with community groups, with other organisations such as NRM groups etc.

3.6 MONITOR AND EVALUATE

The last stage of the iterative cycle is to measure and evaluate adaptation plans. This helps to determine which adaptation actions are not achieving desired outcomes and need to be changed, but importantly also helps with accountability of projects.

Monitoring also helps to identify when an action is no longer effective for the degree of change that is happening, and a new action or suite of actions is required.

Over time it is important to reflect on what is being achieved, whether aspects of the planning process should be revisited, especially if new knowledge and information has become available.

Internal and external reporting of progress is essential. Consideration should be given to how best to do this and what level of detail is required. This may be an important element of community engagement and capacity building.

Following the monitoring and evaluation, the whole adaptation risk management cycle should be followed again in a way that fits the purpose of Council and which is aimed at continually improving the strategy or plan or adjusting it as new lessons are learned.



4.0 ENABLERS AND DECISION MAKING

4.1 ENABLERS

Identifying, planning for and managing risks requires more than simply following risk assessment guidance. It requires barriers to be removed and enablers to be installed, including:

- Leadership – Council and Executive leaders need to drive the process and inspire adaptation action by their organisations
- Governance – Effective governance structures to support adaptation planning and action
- Resources – Adaptation planning and implementation needs to be supported by adequate and targeted financial resources and experienced, equipped and committed personnel
- Learning and improvement – Council must commit to continual monitoring, evaluation, review and response, to ensure the long-term success of communities managing coastal hazards and adapting to a changing coastline.

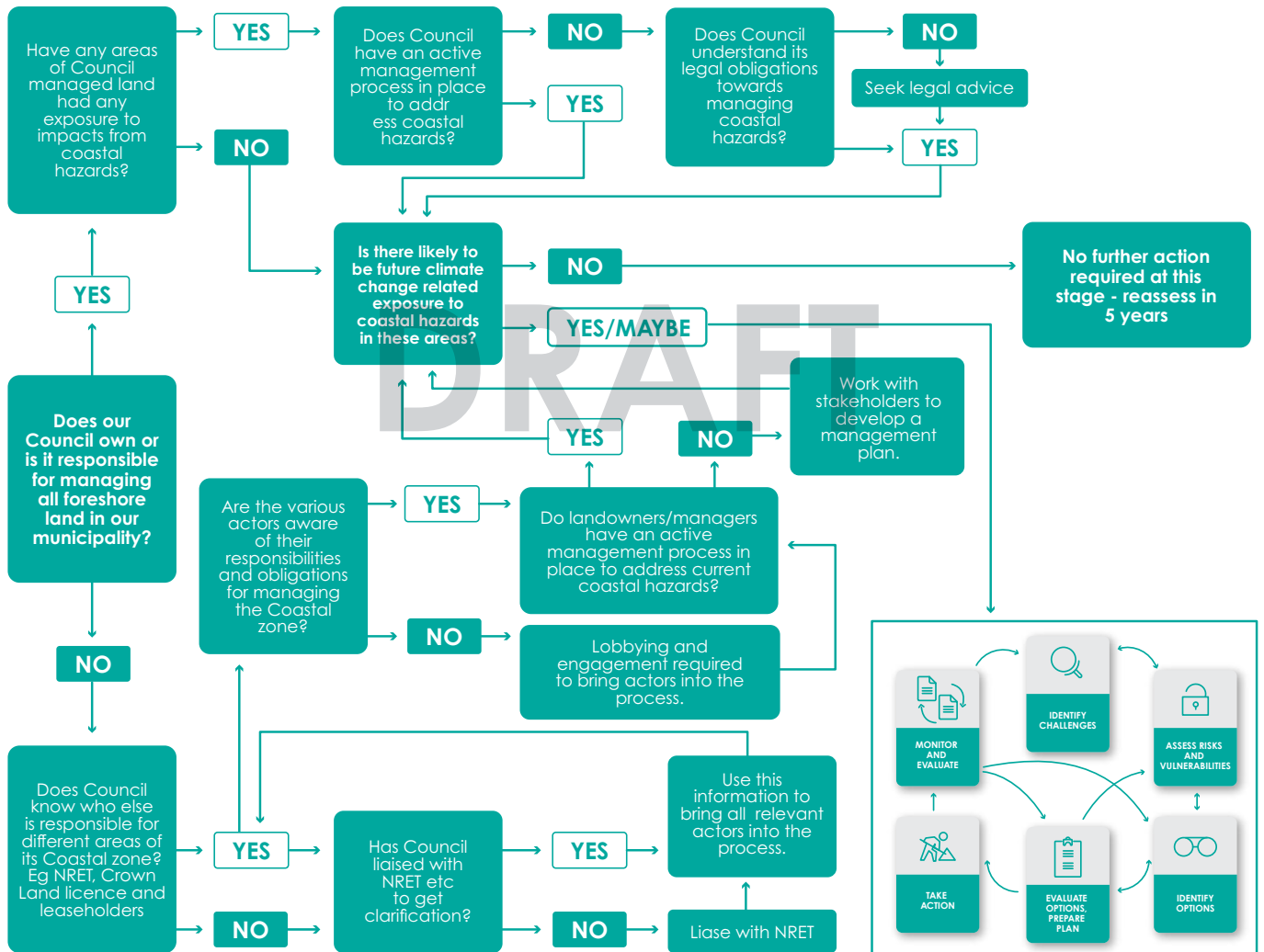
4.2 DECISION MAKING PATHWAYS

A simple process can be followed to determine Council's exposure and possible responses. This process is most appropriate for Councils beginning their adaptation journey. Those with more mature processes may find the flow diagram useful only to verify their system.

The process is summarised in the following flow diagram which is intended to support Councils when working through challenges which they face on the coast. The process provides guidance on actions Councils should take to get clarification on their ownership and responsibilities on the coast, and what they should do in response. Ultimately the process leads Councils to the need to undertake a climate risk management assessment and to develop an appropriate climate change adaptation plan.

It should be noted that this process will not be useful for councils which have mature, well developed adaptation management processes in place, and who have done the required assessments to drive them. It is more likely to be useful to those who are beginning to get to grips with the impact and management of climate change.

Decision Making Pathways diagram



5.0 SUPPORTING RESOURCES

The Tasmanian Government has undertaken a series of initiatives to support local government to better understand and manage the risks associated with coastal hazards, as follows:

- Tasmanian State Coastal Policy 1996.
- Department of Premier and Cabinet (DPAC) Mitigating Natural Hazards through Land Use Planning and Building Control Coastal Hazards Technical Report 2016.
- Department of Premier and Cabinet (DPAC) Tasmanian Coastal Adaptation Pathways Program.
- Department of Premier and Cabinet (DPAC) Coastal Hazards Management for Existing Settlements and Values project.
- NRET Managing Coastal Hazards nre.tas.gov.au/about-the-department/managing-coastal-hazards
- Tasmanian Coastal Works Manual; Page, L., Thorp, V. (2010) Tasmanian Coastal Works Manual: A best practice management guide for changing coastlines; Department of Primary Industries, Parks, Water and Environment.

There are a number of state and national resources which can be used to support climate adaptation planning in local government. Resources include:

- CoastAdapt is a resource that was developed by the National Climate Change Adaptation Research Facility at Griffith University. It was funded by the Commonwealth and has a focus on delivering a range of information to support coastal users to adapt to climate change. It also includes the C-CADS (Coastal Climate Change Decision Support) Framework which provides comprehensive guidance and resources to support risk-based adaptation planning. www.CoastAdapt.com.au
- Regional Climate Change Adaptation Project (RCCAP) http://www.dpac.tas.gov.au/divisions/climatechange/what_you_can_do/local_government/local_government_adaptation/local_government_adaptation_planning_resources/corporate_adaptation_planning
- The resources to the Tasmanian Coastal Adaptation Planning are also located here http://www.dpac.tas.gov.au/divisions/climatechange/what_you_can_do/local_government/local_government_adaptation/local_government_adaptation_planning_resources/community-based_coastal_adaptation_planning
- Climate Change in Australia is a resource developed by CSIRO and the Bureau of Meteorology. It provides climate change projection data, excellent reports and guidance that can be used to underpin climate change adaptation. www.Climatechangeinaustralia.gov.au
- For analysis of complex physical climate risk see XDI (<https://xdi.systems>).
- Coastal Risk Australia enables users to assess the extent of sea-level rise at their scale of interest. This is a user-friendly resource which can help assess risk. It is based on bathtub modelling and there is uncertainty associated with it which is explained on the site. www.Coastalriskaustralia.com.au
- Climate Compass was developed by CSIRO and various contributors in Australia and funded by the Commonwealth Government. It was designed to support Commonwealth Departments to address climate risk and has also been used by large infrastructure operators. www.Climatecompass.gov.au
- Adapt NRM was developed by CSIRO and NCCARF and includes guidance to support NRM groups to update their NRM plans to reflect a climate affected future. It was designed to help move NRM groups forward without changing their direction and momentum. www.AdaptNRM.csiro.au

6.0 ACKNOWLEDGEMENTS

This strategy document is a substantially revised and reduced version of the draft document. Impact Solutions International and BMT (Rees, C and Rissik, D); **Regional Coastal Hazards Strategy: Addressing the Effects of Climate Change on Coastal Hazard in Tasmanian Southern Councils**; September 2020. The draft document was revised by the STCA's Regional Climate Change Initiative Working Group.



The contribution of all southern councils through briefings, workshops and discussions with the consultants is gratefully acknowledged. The Covid-19 pandemic disrupted plans to hold a summit with member Councils and elected Councillors to present the results of the study. Alternative methods such as review and input into drafting the strategy will be employed instead.

7.0 REFERENCES USED BY BMT AND ISI

I. Burton, S. Huq, B. Lim, O. Pilifosova & E. L. Schipper 2002. From impacts assessment to adaptation priorities: The shaping of adaptation policy. *Climate Policy*, 2, 145-159.

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IPCC 2014. Summary for Policymakers. In: *Climate Change 2014: Mitigation of Climate Change. Contribution of Working Group III to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change* [Edenhofer, O., R. Pichs-Madruga, Y. Sokona, E. Farahani, S. Kadner, K. Seyboth, A. Adler, I. Baum, S. Brunner, P. Eickemeier, B. Kriemann, J. Savolainen, S. Schlömer, C. von Stechow, T. Zwickel and J.C. Minx (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA.

IPCC 2018. Summary for Policymakers. In: *Global warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty*. Geneva, Switzerland: World Meteorological Organization.

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DRAFT



REGIONAL CLIMATE CHANGE INITIATIVE

Regional Strategy - Adapting to a changing coastline in Tasmania has been prepared under the auspices of the Southern Tasmanian Councils Authority, Regional Climate Change Initiative by the 12 councils of southern Tasmania: Brighton, Clarence City, Central Highlands, Derwent Valley, Glamorgan Spring Bay, Glenorchy City, Hobart City, Huon Valley, Kingborough, Sorell, Southern Midlands and Tasman.

This version is released for consultation across key private and public stakeholders and will inform the final Regional Strategy Adapting to a changing coastline in Tasmania.

Contact:

**Southern Tasmanian Councils Authority
C/- Secretariat Brighton Council**

**1 Tivoli Road,
Old Beach 7017
stca.tas.gov.au**

Photography unless otherwise indicated: Katrina Graham, Senior Climate Change Officer, City of Hobart

TASMANIAN PLANNING COMMISSION



Our ref: DOC/22/25481
Officer: Claire Wolf
Phone: 6165 6818
Email: tpc@planning.tas.gov.au

8 March 2022

Ms Lyn Eyles
General Manager
Central Highlands
PO Box 20
Hamilton TAS 7140

By email: council@centralhighlands.tas.gov.au
dmackey@southernmidlands.tas.gov.au

Dear Ms Eyles

Central Highlands draft Local Provisions Schedule

I refer to matters raised in the representations and the planning authority's section 35F report, including recommendations on the representations.

Preliminary consideration of the representations and the section 35F report recommendations on the merit of each representation has identified that there are a number of issues that the Commission seeks further information about from the planning authority and specific representors prior to the hearing.

The directions on these matters are set out in the attached directions schedule (Attachment A). Due dates for directed submissions are listed in the schedule.

All submissions will be published in full, without redaction, and made available under the [relevant assessment](#)¹ on the Commission's website.

Please note that the Commission intends to hold a hearing to consider the representations received and the planning authority's section 35F report in early May. A hearing schedule will be circulated shortly confirming the hearing dates.

If you require further information please contact Claire Wolf, Senior Planning Adviser, on 6165 6818 or Linda Graham, Planning Adviser, on 6165 6826.

Yours sincerely

Claire Hynes
Delegate (Chair)

Attachment A – Directions Schedule

¹ www.planning.tas.gov.au/assessments-and-hearings/current-assessments-and-hearings/lps-chi-tps

TASMANIAN PLANNING COMMISSION



ATTACHMENT A

Directions Schedule Central Highlands draft Local Provisions Schedule 8 March 2022

Information about directions and making submissions:

The Commission directs that the parties listed below provide submissions on the identified matters by the date specified.

The Commission will endeavor to publish, on the Commission's website, any submissions as soon as possible following their receipt.

Submissions to the Commission are to be provided by email to tpc@planning.tas.gov.au. Where attachments are too large for email, please contact the Commission for assistance with accessing Dropbox.

The Commission keeps electronic records and does not require hard copy documents. All submissions will be placed on the relevant assessment on the Commission's website. Please note that submissions will be published in full, without redaction.

Directions Schedule:

Direction number	Direction	Name of party directed to provide submission
1.1	<p>(a) Further to the planning authority's discussion on pages 46-47 and maps on pages 48-65 of the section 35F report, provide an explanation of the methodology used and process undertaken by the planning authority in recommending that all land outside the 'thick blue line' that is identified within the Land Potentially Suitable for Agriculture Zone mapping be modified from Agriculture Zone to the Rural Zone (i.e. the reliance upon the AK Consulting Decision Tree). This explanation must be peer reviewed by a suitably qualified person.</p> <p>(b) Provide a peer review of the application of the methodology outlined at (a) above. The review should be from a suitably qualified person establishing:</p> <ul style="list-style-type: none">(i) Any limitations in the approach;(ii) How consistent the approach is with the Guideline No.1: LPS Zone and Code Application; and(iii) Whether the approach is supported.	Planning Authority

TASMANIAN PLANNING COMMISSION



Direction number	Direction	Name of party directed to provide submission
	<p>(c) With reference to the planning authority's recommendation outline in (a) above:</p> <p>(i) clarify whether the Priority Vegetation Area Overlay is intended to apply to the land if the Rural Zone is applied. If so, provide a map showing the intended application of this overlay in GIS form;</p> <p>(ii) provide a list of properties, with title details, identifying all land that is proposed to be modified from the Agriculture Zone to the Rural Zone;</p> <p>(iii) provide any written evidence that the landowners support the application of the Rural Zone to their land; and</p> <p>(iv) provide details of the level of public consultation undertaken in relation to the proposed modification to revise the zoning of land from the Agriculture Zone to the Rural Zone.</p> <p><i>Response due Wednesday 6 April 2022</i></p>	
1.2	<p>(a) Provide clarification as to what the "landscape protection" land, identified with yellow shading in the zoning maps shown on pages 48-65 of the section 35F report refers to.</p> <p>(b) Does the "landscape protection" mapping represent a recommended change to the exhibited draft LPS?</p> <p><i>Response due Wednesday 6 April 2022</i></p>	Planning Authority
1.3	<p>Provide a copy of the Planning Permit DA 2009-18 referred to in Representation 23.</p> <p><i>Response due Wednesday 6 April 2022</i></p>	Planning Authority
1.4	<p>Provide written evidence that the landowners support application of the Landscape Conservation Zone to the following properties:</p> <p>(a) Lyell Highway, Bradys Lake (folio of the Register 127910/12);</p>	John Thompson, Conservation Landholders Tasmania (Rep 6)

TASMANIAN PLANNING COMMISSION



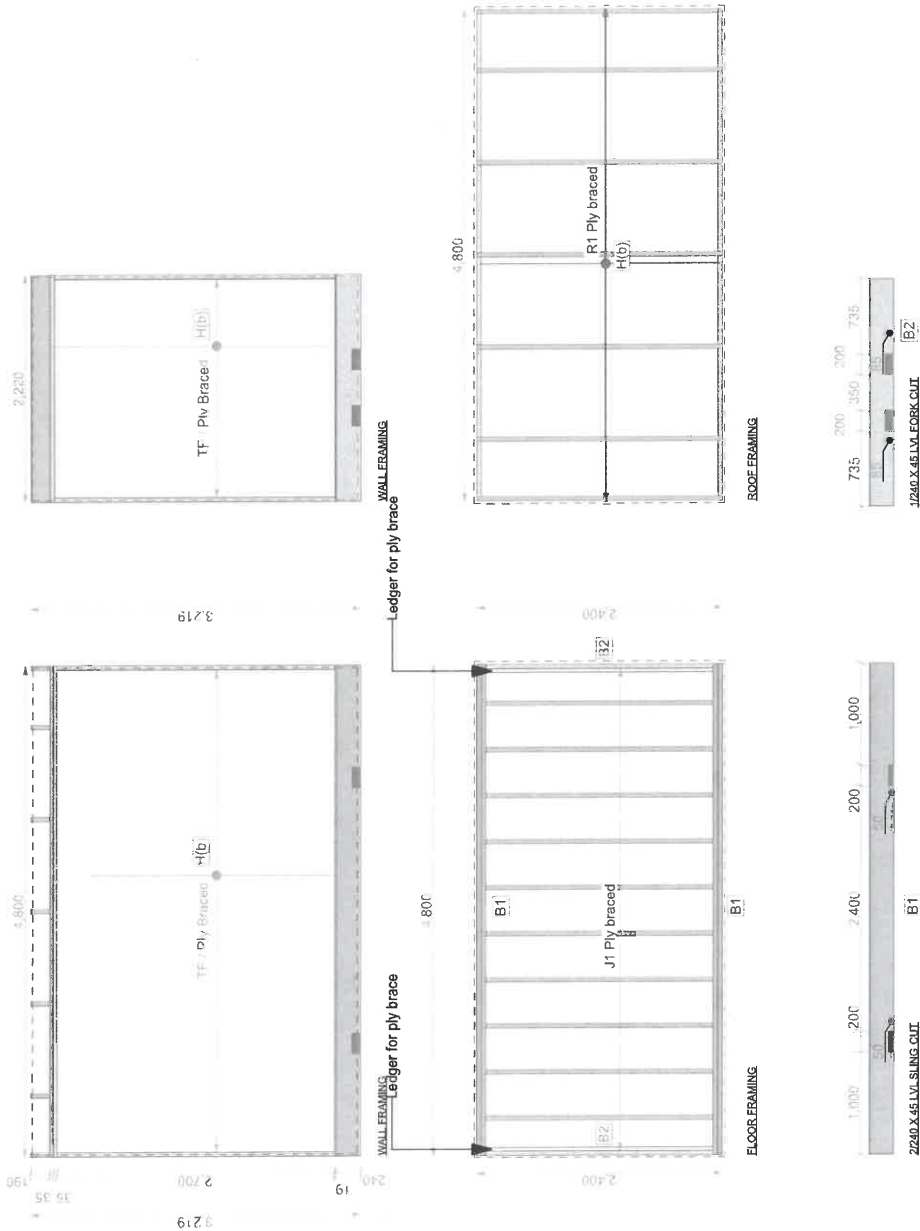
Direction number	Direction	Name of party directed to provide submission
	<p>(b) Lot 8 Victoria Valley Road, London Lakes (folio of the Register 164812/8);</p> <p>(c) 1190 Marked Tree Road, Hamilton (folio of the Register 166563/1);</p> <p>(d) Lot 2 Marked Tree Road, Hamilton (folio of the Register 166563/2);</p> <p>(e) Nichols Road, Elderslie (folio of the Register 119278/1); and</p> <p>(f) Sonners Road, Pelham (folio of the Register 212268/1).</p> <p><i>Response due Wednesday 6 April 2022</i></p>	
1.5	<p>(a) Provide title reference details and addresses or mapped extents where available to identify the following sites referred to in Representation 18:</p> <ul style="list-style-type: none"> (i) Derwent Bridge Substation (ii) Meadowbank Repeater Communication Site (iii) Repulse Repeater Communication Site (iv) Repulse Power Station Communication Site (v) Bilton Hill Communication Site (vi) Heal Spur Communication Site (vii) Tarraleah Passive Reflector Communication Site (viii) Tarraleah Substation Communication Site (ix) Bradys Sugarloaf Communication Site (x) Five Mile Pinnacles Communication Site (xi) Poatina Intake Communication Site (xii) Poatina Saddle Communication Site (xiii) Liapootah Substation (xiv) Liapootah Power Station Communication Site (xv) Tungatinah Substation (xvi) Waddamana Substation (xvii) Waddamana Power Station Communication Site (xviii) Arthurs Lake Substation (xix) Catagunya Power Station Communication Site (xx) Butlers Gorge Repeater Communication Site (xxi) Lake Echo Repeater Communication Site 	Odin Kelly, TasNetworks (Rep 18)

TASMANIAN PLANNING COMMISSION



Direction number	Direction	Name of party directed to provide submission
	<p>(b) Provide clarification in relation to sites which are split zoned between the Utilities Zone and another zone, as to whether the request for the removal of the Priority Vegetation Area Overlay extends to only that portion zoned Utilities or the entirety of the site.</p> <p><i>Response due Wednesday 6 April 2022</i></p>	
1.6	<p>Provide a map showing the location of the “Five Rivers Reserve” and title details for that land comprising the reserve.</p> <p><i>Response due Wednesday 6 April 2022</i></p>	James Hattam, Tasmanian Land Conservancy (Rep 27)

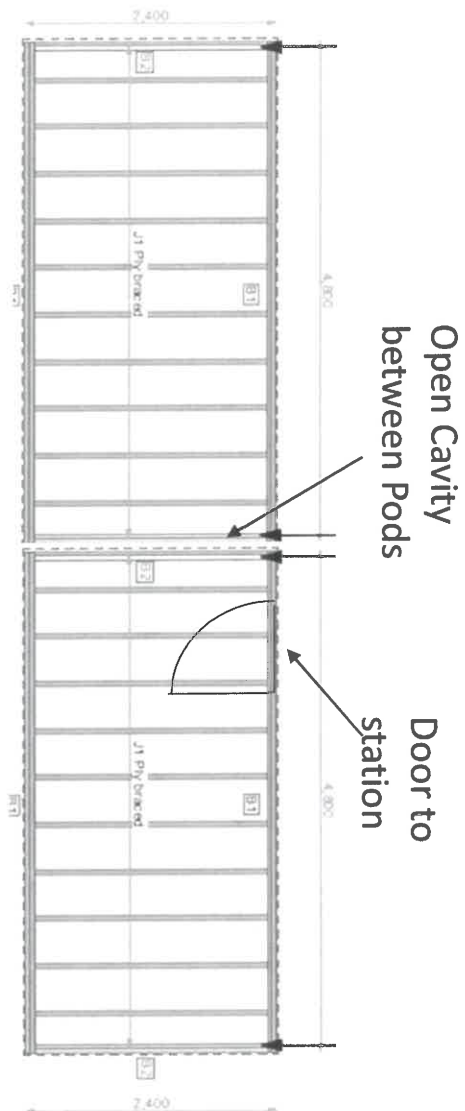
NOTE: 8mm WEB STIFFENER 6CFW TO PFC LOCATED WHERE COLUMNS ARE ABOVE OR BELOW AND WITHIN CORNERS. 6CFW TO FLANGES.



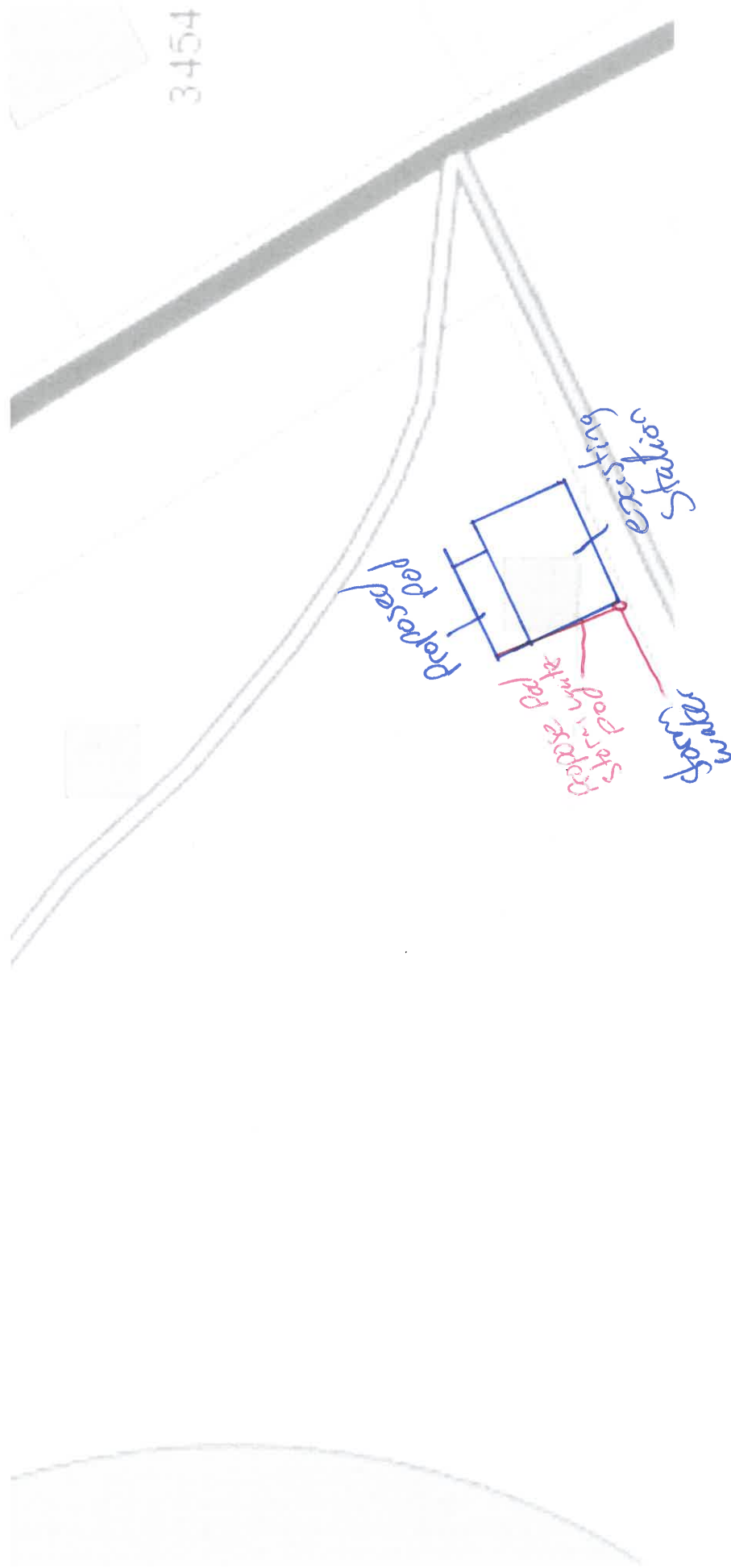
- B1 2240 x 45 LVL BEARER BEAM
- B2 1240 x 45 LVL BEARER
- J1 190x45 LVL Joists @450CRS + 1 ROW BLOCKING
- R1 190x45 LVL Joists @900CRS + 1 ROW BLOCKING
- H(b) 4mm F22 H.W. PLYWOOD SHEET BRACE TO AS 1684.2 TYPE H METHOD B

	COVID-19 CONSULT CLINIC DEPARTMENT OF HEALTH #Site Full Address		DRAWING TITLE: FRAMING
			DRAWING NO. A01
	DRAWING BY: JC		SCALE: 1:50
	DRAWING DATE: 2020-08-12		

Proposed Build:
Join 2 Pods length ways
Open Cavity between Pods
Door into Station – traditional door or a slider



storm water



PROPERTY ID: **5466694**

PROPERTY ADDRESS: **GRETNA WAR MEMORIAL OVAL
3457 LYELL HIGHWAY
GRETNA TAS 7140**

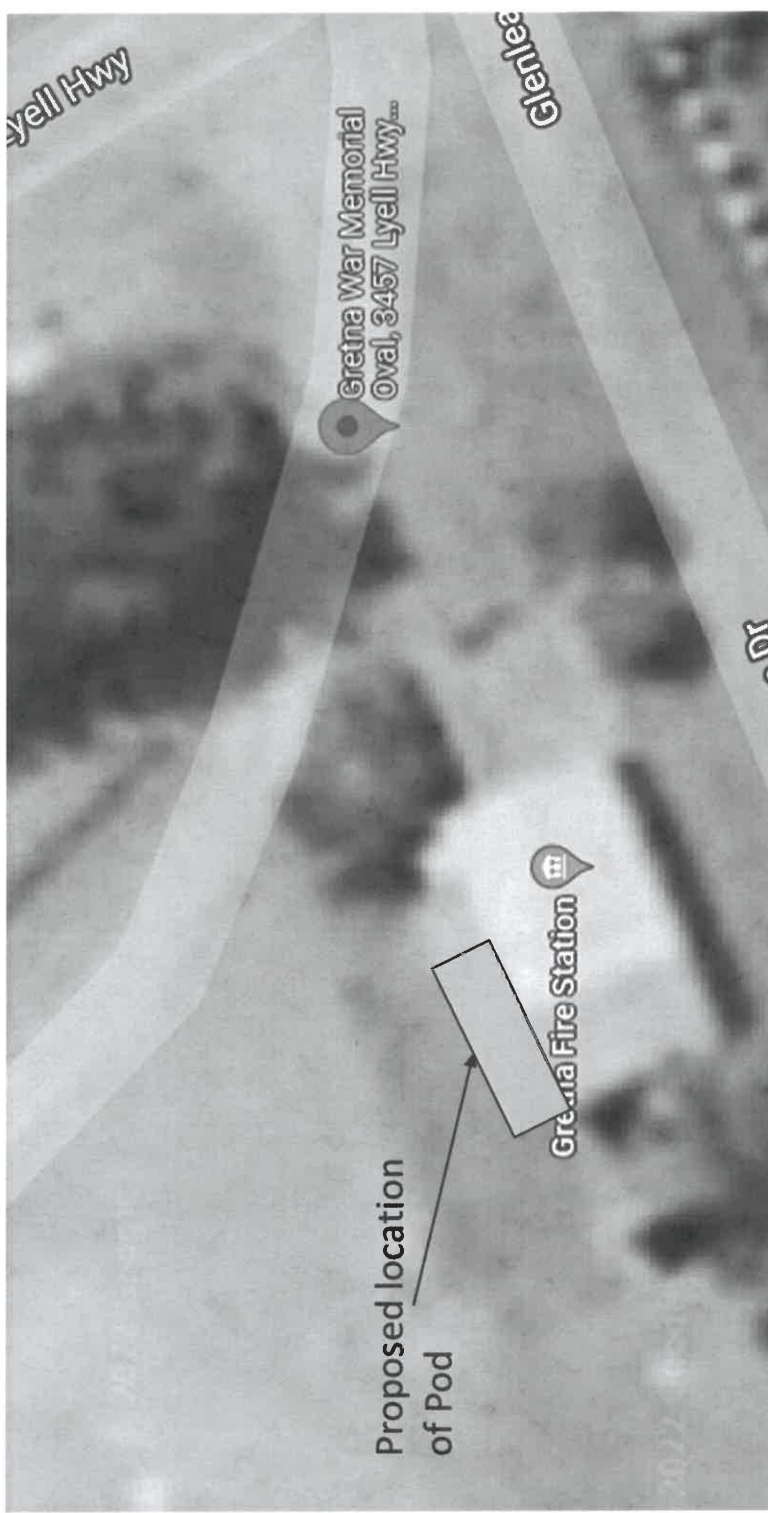
CONSTRUCTION YEAR:



AERIAL IMAGERY



Google Map view



22 February 2022

Lyn Eyles
General Manager
Central Highlands Council
P.O. Box 200
HAMILTON

TAS 7140

Dear Lyn,

I am writing seeking Council support for an application by the Director of Inland Fisheries to Place Naming Tasmania to name two small lakes in the Central Highland Council municipality. The application process requires 'written support from the relevant local government council'.

The two small lakes are situated on either side of the B51 Poatina Road 1km north-east of the A5 intersection. It is proposed to name the lakes as follows:

Northern lake: Lake Duncan.

Lake Duncan is the unofficial name (Listmap) of this feature. The unofficial name has been used since around 1980 when it was first stocked with trout by the Inland Fisheries Commission (Now the Inland Fisheries Service). The proposed name relates to Mr. Mervyn Duncan (Dec) who was the Senior Fisheries Inspector of the Inland Fisheries Commission from the early 1960's until the mid 1980's.

Southern lake: Lake Lynch.

Lake Lynch is the unofficial name (Listmap) of this feature. The unofficial name has been used since around 1980 when it was first stocked with trout by the Inland Fisheries Commission. The proposed name relates to Mr. Dan Lynch (Dec) who was the Commissioner of Inland Fisheries from 1964 until 1984.

Both lakes are permanent water bodies in the Central Highlands and recognized angling destinations sought out by anglers. The Inland Fisheries Service manages the trout fishery and stocks both lakes with trout annually. The IFS lists individual water bodies by name on its website www.ifs.tas.gov.au and on the infish app. It would be useful for both management of the fishery and for anglers' information if these water bodies had official names that could be used to identify them.

We appreciate your consideration,

Yours sincerely,

Neil Morrow
Manager Anglers Access



28 February 2022

Ms Lyn Eyles
The General Manager
Central Highlands Council
PO Box 20

HAMILTON TAS 7140

(Via email: leyles@centralhighlands.tas.gov.au)

(cc council@centralhighlands.tas.gov.au)

THR I2014

Dear Ms Eyles,

**INTENTION TO REMOVE AN ENTRY OR ENTRIES FROM
THE TASMANIAN HERITAGE REGISTER**

Attached to this letter is a notice given under section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") in relation to Millbrook Mill, Water Race and Farm, 32 and 136 Victoria Valley Road, Ouse.

By way of explanation, during a recent review of Heritage Register entries it became apparent that Millbrook Mill, Water Race and Farm, 32 and 136 Victoria Valley Road, Ouse has duplicate entries in the Heritage Register THR 887 and THR I2014. The Heritage Council has decided to remove entry THR 887, noting that the place will remain in the Heritage Register under entry, THR I2014.

The attached notice is part of the process the Heritage Council is required to follow to remove a duplicated entry from the Heritage Register. Both the affected property owner and your council are being advised of the intention to remove the duplicate entry. A notice to this effect is attached.

As explained in the notice, you have a right under sections 23 and 24 of the Act to make a submission or an objection to the proposed removal, within 30 days of the date of the attached notice. If you wish to make neither a submission nor an objection, you need do nothing further. The statutory process will then be followed to remove the duplicate entry permanently from the Heritage Register.

For a place to remain in the Heritage Register, the Heritage Council must be satisfied, either by information or evidence, or a submission about the conclusions which may properly be drawn from the information or evidence presently available to the Heritage Council, that the property meets at least one of the registration criteria for entry contained in section 16 of the Act.

If you would like to discuss this matter, please contact Heritage Tasmania by calling 1300 850 332 or via email: enquiries@heritage.tas.gov.au.

Yours sincerely

Ms Brett Torossi
Chair
Tasmanian Heritage Council



28 February 2022

**NOTICE OF INTENTION TO REMOVE AN ENTRY OR ENTRIES
FROM THE TASMANIAN HERITAGE REGISTER**

To:

Ms Lyn Eyles

The General Manager

Central Highlands Council

PO Box 20

HAMILTON TAS 7140

(Via email: leyles@centralhighlands.tas.gov.au)

(cc council@centralhighlands.tas.gov.au)

In accordance with section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") the Tasmanian Heritage Council gives notice that it intends to remove the following entry or entries from the Tasmanian Heritage Register:

Place(s):

THR 887, Millbrook Water Mill, 32 Victoria Valley Road, Ouse

The reason for the removal is that this entry duplicates Heritage Register entry, THR12014, Millbrook Mill, Water Race and Farm, 32 and 136 Victoria Valley Road, Ouse which will remain entered in the Heritage Register.

Under section 23 of the Act, you have a right to object to the Heritage Council's intention to remove an entry relating to a place from the Heritage Register. Under section 24 of the Act, you may also make a submission relating to this intention. An objection or submission must be made in writing and lodged with the Tasmanian Heritage Council within 30 days of the date of this notice.

An objection or submission will be sufficiently lodged if it is sent to Chair, Tasmanian Heritage Council by post to: GPO Box 618 Hobart 7001, or by email to: enquiries@heritage.tas.gov.au

Ms Brett Torossi

Chair

Tasmanian Heritage Council

28 February 2022



1 February 2022

Ms Lyn Eyles
The General Manager
Central Highlands Council
PO Box 20
HAMILTON TAS 7140

(Via email: leyles@centralhighlands.tas.gov.au
council@centralhighlands.tas.gov.au)

THR 12003

Dear Ms Eyles

**INTENTION TO REMOVE AN ENTRY OR ENTRIES FROM
THE TASMANIAN HERITAGE REGISTER**

Attached to this letter is a notice given under section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") in relation to Cawood, 167 Tor Hill Road, Ouse.

By way of explanation, during a recent review of Heritage Register entries it became apparent that Cawood, 167 Tor Hill Road, Ouse has duplicate entries in the Heritage Register THR 884 and THR 12003. The Heritage Council has decided to remove entry THR884, noting that the place will remain in the Heritage Register under entry, THR 12003.

The attached notice is part of the process the Heritage Council is required to follow to remove a duplicated entry from the Heritage Register. Both the affected property owner and your council are being advised of the intention to remove the duplicate entry. A notice to this effect is attached.

As explained in the notice, you have a right under sections 23 and 24 of the Act to make a submission or an objection to the proposed removal, within 30 days of the date of the attached notice. If you wish to make neither a submission nor an objection, you need do nothing further. The statutory process will then be followed to remove the duplicate entry permanently from the Heritage Register.

For a place to remain in the Heritage Register, the Heritage Council must be satisfied, either by information or evidence, or a submission about the conclusions which may properly be drawn from the information or evidence presently available to the Heritage Council, that the property meets at least one of the registration criteria for entry contained in section 16 of the Act.

If you would like to discuss this matter, please contact Heritage Tasmania by calling 1300 850 332 or via email: enquiries@heritage.tas.gov.au.

Yours sincerely

Ms Brett Torossi

**Chair
Tasmanian Heritage Council**



1 February 2022

**NOTICE OF INTENTION TO REMOVE AN ENTRY OR ENTRIES
FROM THE TASMANIAN HERITAGE REGISTER**

To:

Ms Lyn Eyles
The General Manager
Central Highlands Council
PO Box 20

HAMILTON TAS 7140

(Via email: leyles@centralhighlands.tas.gov.au
council@centralhighlands.tas.gov.au)

In accordance with section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") the Tasmanian Heritage Council gives notice that it intends to remove the following entry or entries from the Tasmanian Heritage Register:

Place(s):

THR 884, Cawood, 167 Tor Hill Road, Ouse

The reason for the removal is that this entry duplicates Heritage Register entry, THR 12003, Cawood, 167 Tor Hill Road, Ouse, which will remain entered in the Heritage Register.

Under section 23 of the Act, you have a right to object to the Heritage Council's intention to remove an entry relating to a place from the Heritage Register. Under section 24 of the Act, you may also make a submission relating to this intention. An objection or submission must be made in writing and lodged with the Tasmanian Heritage Council within 30 days of the date of this notice.

An objection or submission will be sufficiently lodged if it is sent to Chair, Tasmanian Heritage Council by post to: GPO Box 618 Hobart 7001, or by email to: enquiries@heritage.tas.gov.au

Ms Brett Torossi
Chair
Tasmanian Heritage Council
1 February 2022



1 February 2022

Ms Lyn Eyles
The General Manager
Central Highlands Council
PO Box 20

HAMILTON TAS 7140

(Via email: leyles@centralhighlands.tas.gov.au
council@centralhighlands.tas.gov.au)

THR 12004

Dear Ms Eyles

**INTENTION TO REMOVE AN ENTRY OR ENTRIES FROM
THE TASMANIAN HERITAGE REGISTER**

Attached to this letter is a notice given under section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") in relation to Hunter's Hill barn and cottages, 167 Tor Hill Road, Ouse.

By way of explanation, during a recent review of Heritage Register entries it became apparent that Hunter's Hill barn and cottages, 167 Tor Hill Road, Ouse has duplicate entries in the Heritage Register THR 875 and THR 12004. The Heritage Council has decided to remove entry THR875, noting that the place will remain in the Heritage Register under entry, THR 12004.

The attached notice is part of the process the Heritage Council is required to follow to remove a duplicated entry from the Heritage Register. Both the affected property owner and your council are being advised of the intention to remove the duplicate entry. A notice to this effect is attached.

As explained in the notice, you have a right under sections 23 and 24 of the Act to make a submission or an objection to the proposed removal, within 30 days of the date of the attached notice. If you wish to make neither a submission nor an objection, you need do nothing further. The statutory process will then be followed to remove the duplicate entry permanently from the Heritage Register.

For a place to remain in the Heritage Register, the Heritage Council must be satisfied, either by information or evidence, or a submission about the conclusions which may properly be drawn from the information or evidence presently available to the Heritage Council, that the property meets at least one of the registration criteria for entry contained in section 16 of the Act.

If you would like to discuss this matter, please contact Heritage Tasmania by calling 1300 850 332 or via email: enquiries@heritage.tas.gov.au.

Yours sincerely

Ms Brett Torossi

**Chair
Tasmanian Heritage Council**



1 February 2022

NOTICE OF INTENTION TO REMOVE AN ENTRY OR ENTRIES FROM THE TASMANIAN HERITAGE REGISTER

To:

Ms Lyn Eyles
The General Manager
Central Highlands Council
PO Box 20

HAMILTON TAS 7140

(Via email: leyles@centralhighlands.tas.gov.au
council@centralhighlands.tas.gov.au)

In accordance with section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") the Tasmanian Heritage Council gives notice that it intends to remove the following entry or entries from the Tasmanian Heritage Register:

Place(s):

THR 875, Hunter's Hill Barn, 167 Tor Hill Road, Ouse

The reason for the removal is that this entry duplicates Heritage Register entry, THR 12004, Hunter's Hill, barn and cottages, 167 Tor Hill Road, Ouse, which will remain entered in the Heritage Register.

Under section 23 of the Act, you have a right to object to the Heritage Council's intention to remove an entry relating to a place from the Heritage Register. Under section 24 of the Act, you may also make a submission relating to this intention. An objection or submission must be made in writing and lodged with the Tasmanian Heritage Council within 30 days of the date of this notice.

An objection or submission will be sufficiently lodged if it is sent to Chair, Tasmanian Heritage Council by post to: GPO Box 618 Hobart 7001, or by email to: enquiries@heritage.tas.gov.au

Ms Brett Torossi
Chair
Tasmanian Heritage Council
1 February 2022

1 February 2022

Ms Lyn Eyles
The General Manager
Central Highlands Council
PO Box 20
HAMILTON TAS 7140
(Via email: leyles@centralhighlands.tas.gov.au
council@centralhighlands.tas.gov.au)

THR 12006

Dear Ms Eyles

**INTENTION TO REMOVE AN ENTRY OR ENTRIES FROM
THE TASMANIAN HERITAGE REGISTER**

Attached to this letter is a notice given under section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") in relation to Strathborough, 2120 Hollow Tree Road, Hollow Tree.

By way of explanation, during a recent review of Heritage Register entries it became apparent that Strathborough, 2120 Hollow Tree Road, Hollow Tree has duplicate entries in the Heritage Register THR 862 and THR 12006. The Heritage Council has decided to remove entry THR862, noting that the place will remain in the Heritage Register under entry, THR 12006.

The attached notice is part of the process the Heritage Council is required to follow to remove a duplicated entry from the Heritage Register. Both the affected property owner and your council are being advised of the intention to remove the duplicate entry. A notice to this effect is attached.

As explained in the notice, you have a right under sections 23 and 24 of the Act to make a submission or an objection to the proposed removal, within 30 days of the date of the attached notice. If you wish to make neither a submission nor an objection, you need do nothing further. The statutory process will then be followed to remove the duplicate entry permanently from the Heritage Register.

For a place to remain in the Heritage Register, the Heritage Council must be satisfied, either by information or evidence, or a submission about the conclusions which may properly be drawn from the information or evidence presently available to the Heritage Council, that the property meets at least one of the registration criteria for entry contained in section 16 of the Act.

If you would like to discuss this matter, please contact Heritage Tasmania by calling 1300 850 332 or via email: enquiries@heritage.tas.gov.au.

Yours sincerely



Ms Brett Torossi

**Chair
Tasmanian Heritage Council**



1 February 2022

**NOTICE OF INTENTION TO REMOVE AN ENTRY OR ENTRIES
FROM THE TASMANIAN HERITAGE REGISTER**

To:
Ms Lyn Eyles
The General Manager
Central Highlands Council
PO Box 20
HAMILTON TAS 7140
(Via email: leyles@centralhighlands.tas.gov.au
council@centralhighlands.tas.gov.au)

In accordance with section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") the Tasmanian Heritage Council gives notice that it intends to remove the following entry or entries from the Tasmanian Heritage Register:

Place(s):
THR 862, Strathborough, 2120 Hollow Tree Road, Hollow Tree

The reason for the removal is that this entry duplicates Heritage Register entry, THR 12006, Strathborough, 2120 Hollow Tree Road, Hollow Tree, which will remain entered in the Heritage Register.

Under section 23 of the Act, you have a right to object to the Heritage Council's intention to remove an entry relating to a place from the Heritage Register. Under section 24 of the Act, you may also make a submission relating to this intention. An objection or submission must be made in writing and lodged with the Tasmanian Heritage Council within 30 days of the date of this notice.

An objection or submission will be sufficiently lodged if it is sent to Chair, Tasmanian Heritage Council by post to: GPO Box 618 Hobart 7001, or by email to: enquiries@heritage.tas.gov.au

Ms Brett Torossi
Chair
Tasmanian Heritage Council
1 February 2022



1 February 2022

Ms Lyn Eyles
General Manager
Central Highlands Council
PO Box 20
HAMILTON TAS 7140
(Via email: leyles@centralhighlands.tas.gov.au)
(council@centralhighlands.tas.gov.au)

THR 12032

Dear Ms Eyles

**INTENTION TO REMOVE AN ENTRY OR ENTRIES FROM
THE TASMANIAN HERITAGE REGISTER**

Attached to this letter is a notice given under section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") in relation to Church of St Mary the Virgin & Cemetery, 31 Church Road, Gretna.

By way of explanation, during a recent review of Heritage Register entries it became apparent that Church of St Mary the Virgin & Cemetery, 31 Church Road, Gretna has duplicate entries in the Heritage Register THR 826 and THR 12032. The Heritage Council has decided to remove entry THR 826, noting that the place will remain in the Heritage Register under entry, THR 12032.

The attached notice is part of the process the Heritage Council is required to follow to remove a duplicated entry from the Heritage Register. Both the affected property owner and your council are being advised of the intention to remove the duplicate entry. A notice to this effect is attached.

As explained in the notice, you have a right under sections 23 and 24 of the Act to make a submission or an objection to the proposed removal, within 30 days of the date of the attached notice. If you wish to make neither a submission nor an objection, you need do nothing further. The statutory process will then be followed to remove the duplicate entry permanently from the Heritage Register.

For a place to remain in the Heritage Register, the Heritage Council must be satisfied, either by information or evidence, or a submission about the conclusions which may properly be drawn from the information or evidence presently available to the Heritage Council, that the property meets at least one of the registration criteria for entry contained in section 16 of the Act.

If you would like to discuss this matter, please contact Heritage Tasmania by calling 1300 850 332 or via email: enquiries@heritage.tas.gov.au.

Yours sincerely

Ms Brett Torossi

**Chair
Tasmanian Heritage Council**



1 February 2022

**NOTICE OF INTENTION TO REMOVE AN ENTRY OR ENTRIES
FROM THE TASMANIAN HERITAGE REGISTER**

To:

Ms Lyn Eyles
General Manager
Central Highlands Council
PO Box 20

HAMILTON TAS 7140

(Via email: leyles@centralhighlands.tas.gov.au)

(council@centralhighlands.tas.gov.au)

In accordance with section 22(5)(a) of the *Historic Cultural Heritage Act 1995* ("the Act") the Tasmanian Heritage Council gives notice that it intends to remove the following entry or entries from the Tasmanian Heritage Register:

Place(s):

THR 826, Church of St Mary the Virgin and Cemetery, 31 Church Road, Gretna

The reason for the removal is that this entry duplicates Heritage Register entry, THR 12032, Church of St Mary the Virgin & Cemetery, 31 Church Road, Gretna, which will remain entered in the Heritage Register.

Under section 23 of the Act, you have a right to object to the Heritage Council's intention to remove an entry relating to a place from the Heritage Register. Under section 24 of the Act, you may also make a submission relating to this intention. An objection or submission must be made in writing and lodged with the Tasmanian Heritage Council within 30 days of the date of this notice.

An objection or submission will be sufficiently lodged if it is sent to Chair, Tasmanian Heritage Council by post to: GPO Box 618 Hobart 7001, or by email to: enquiries@heritage.tas.gov.au

Ms Brett Torossi

Chair

Tasmanian Heritage Council

1 February 2022



Waste Disposal Sites Opening Hours

All sites closed Christmas Day

HAMILTON REGIONAL DISPOSAL AND RECYCLING SITE		
DAY	DAYLIGHT SAVING TIME	REMAINDER OF YEAR
Monday	2 pm - 6pm	2 pm - 4 pm
Friday	2 pm - 4 pm	2 pm - 4 pm
Saturday	2 pm - 4 pm	2 pm - 4 pm
Sunday	2 pm - 6 pm	2 pm - 5 pm

BOTHWELL WASTE TRANSFER STATION AND RECYCLING SITE		
DAY	DAYLIGHT SAVING TIME	REMAINDER OF YEAR
Wednesday	2 pm - 4 pm	2 pm - 4 pm
Saturday	11 am - 3 pm	11 am – 1 pm
Sunday	2 pm - 6 pm	2 pm - 4 pm

BRONTE PARK WASTE TRANSFER STATION		
DAY	DAYLIGHT SAVING TIME	REMAINDER OF YEAR
Wednesday	9 am - 12 noon	10 am - 12 noon
Saturday	8 am - 1 pm	10 am - 1 pm
Sunday	1 pm - 4 pm	1 pm - 3 pm
All Monday Public Holidays	2 pm - 5 pm	2 pm - 5 pm

MIENA WASTE TRANSFER STATION		
DAY	DAYLIGHT SAVING TIME	REMAINDER OF YEAR
Wednesday	1 pm - 4 pm	1 pm - 3 pm
Saturday	1 pm - 4 pm	1 pm - 3 pm
Sunday	9 am - 12 noon	10 am - 12 noon
All Monday Public Holidays	2 pm - 5 pm	2 pm - 5 pm

OUSE & HIGHLANDS COMMUNITY ALIVE

6945 Lyell Highway
Ouse Tas 7140
Mobile: 0457 873 938

2nd March 2022

Mayor Loueen Triffett
Central Highlands Council

Dear Lou,

On behalf of Community Alive Lyn Brown & myself (Fran Macdonald) as Joint organizers of events wish to know what the current position is regarding the Ouse Hall.

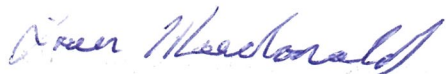
We are looking to run about 4 major events per year plus smaller gatherings in between. Our vision is very much about Community & all funds raised go to fulfill that dream. We have a small committee who assist us plus we liaise with other community groups round the Highlands. We cover the Central Highlands area and all events like the children's Christmas party are open to every resident.

We have previously used the Country Club for the last couple of years, but this is no longer a satisfactory arrangement, and we wish to have a separate venue.

We are asking about availability, costs of hire, insurance, and will provide any further information needed.

Please table this in Council.

Thank you for all your assistance.



Frances Macdonald

Co-organizer Ouse & Highlands Community Alive

Application BSBR000468

Application Summary

Application ID

BSBR000468

Application Title

BSBR - CENTRAL HIGHLANDS COUNCIL

Program Name

Black Summer Bushfire Recovery Grants Program

Applicant

CENTRAL HIGHLANDS COUNCIL

Submitted Date

18/08/2021

Program selection

CENTRAL HIGHLANDS COUNCIL

Are you a trustee on behalf of a trust?

No

Do you have an ABN?

Yes

Entity details

ABN

30472494899

Legal name

CENTRAL HIGHLANDS COUNCIL

Business name

CENTRAL HIGHLANDS COUNCIL

Date of registration

1/11/1999

GST Registered

Yes

Are you a charity registered with the Australian Charities and Not-for-profits Commission (ACNC)?

No

Are you a not-for-profit?

No

Program Selection

Program

Black Summer Bushfire Recovery Grants Program

Program Element

Black Summer Bushfire Recovery Grants Program

Eligibility

Select which entity type you are.

an Australian Capital Territory government agency or body

Is your project in one or more of the eligible Local Government Areas (LGAs) listed in Appendix A of the grant opportunity guidelines? Grant opportunity guidelines can be found on Business.gov.au

Yes

Will your project support the recovery or resilience efforts of communities in eligible Local Government Areas (LGAs) affected by the 2019-20 bushfires?

Yes

Does your project have at least \$20,000 in eligible project expenditure?

Yes

Applicant address

Applicant street address

Is the address located in Australia?

Yes

Address Details

6 Tarleton St
HAMILTON TAS 7140
Australia

Applicant postal address

Is the address located in Australia?

Yes

Address Details

6 Tarleton St
HAMILTON TAS 7140
Australia

About your organisation

We collect the following data from all applicants. We use this data to better understand your organisation and to help us develop better policies and programs.

Indigenous organisations

Is your organisation Indigenous owned?

An organisation is considered Indigenous owned where at least 51% of the organisation's members or proprietors are Indigenous.

No

Is your organisation Indigenous controlled?

An organisation is considered Indigenous controlled where at least 51% of the organisation's board or management committee is Indigenous.

No

Project information

Recovery or Resilience Needs

Identify one or more of the recovery or resilience needs your project aims to support.

You need to select one or more of the kinds of recovery or resilience needs - social recovery and resilience, economic recovery and resilience and/or resilience and recovery of the built environment. See Section 6.1 of the grant opportunity guidelines.

social recovery and resilience

Yes

economic recovery and resilience

No

recovery and resilience of the built environment

No

Project Type

Select one or more of the criteria below that best describes/supports your eligible project activities.

See section 6.3.1 of the grant guidelines and Appendix B.

projects that address an urgent and unmet need resulting directly from the 2019-20 bushfires

Yes

enhance the cultural life of the community

No

preserve or increase employment

No

help to mitigate climate-related risk and damage

No

address the health impacts of the bushfires

No

benefit of Indigenous people or communities

No

protect or promote interstate and overseas trade and commerce

No

be delivered through a relevant communications service

No

undertaken in the Australian Capital Territory

No

run by local councils

Yes

involve meteorological observations or statistical collection and analysis

No

relate to insurance

No

Project title and description

If your application is successful, we will publish some grant details on GrantConnect and other government publications. Published details include:

- name of the grant recipient
- a project title
- a brief project description and its intended outcome
- amount of grant funding awarded

Provide a project title.

Procure 2 Variable Messaging Boards

Provide a brief project description for publication.

Ensure your project description focuses on your project's key activities and outcomes. Outline what it is you are going to do and how it will benefit your community.

Procure 2 Variable Messaging Boards to alleviate traffic congestion and increase safety at bushfire sites.

Detailed project description and key activities

This information will be included in your grant agreement if your application is successful.

Provide a detailed description of your project including the project scope and key activities.

Procure 2 Variable Messaging Boards to be located at appropriate sites to alleviate traffic congestion and to ensure the safety of the travelling public. The Variable Messaging Boards would display appropriate warning messages to the public to reduce traffic congestion enabling emergency services to undertake their work unhindered.

Project outcomes

This information will be included in your grant agreement if your application is successful.

Provide a summary of the expected project outcomes.

- Support community planning or management that increases community preparedness of natural disasters
- Build community resilience and support in future emergency events
- Provide a valuable resource for public and community messaging within the central highlands
- Increase safety for travelling public

Project duration

Your project must be completed in line with the dates provided in the grant opportunity guidelines.

Your project can start upon execution of the grant agreement, estimated to be from January 2022.

You must complete your project by 31 March 2024.

Estimated project start date

01/08/2022

Estimated project end date

30/11/2022

Estimated project length (in months)

4

Project milestones

Provide details on the project milestones including the key activities occurring at each milestone.

The milestone start and end dates must be between the project start and end dates. You can add up to 10 milestones.

Milestone title

Obtain quotes

Description

Obtain quotes for Variable Messaging Boards

Estimated start date

01/08/2022

Estimated end date

20/08/2022

Milestone title

Evaluate Quotes

Description

Evaluate quotes received from suppliers

Estimated start date

22/08/2022

Estimated end date

23/08/2022

Milestone title

Issue Order

Description

Issue Council Order to Supplier

Estimated start date

23/08/2022

Estimated end date

24/08/2022

Milestone title

Receive Variable Messaging Board

Description

Variable Messaging Board to be Received

Estimated start date

13/09/2022

Estimated end date

30/11/2022

Eligible Local Government Areas (LGAs)

You can only undertake project activities in a Local Government Area (LGA) that has been declared as eligible for assistance under the Disaster Recovery Funding Arrangements (DRFA) for the 2019-20 bushfires. Individual projects may include activities that are undertaken in multiple eligible LGAs. Eligible LGAs are listed in Appendix A.

State**Please select from the list below.**

TAS

LGA's Eligible in TAS

Central Highlands

Project location

Project Site 1

6 Tarleton St
HAMILTON TAS 7140
Australia

Estimated % of project value expected to be undertaken at site

100

Project budget

Provide a summary of your eligible project expenditure over the life of the project.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We only provide grant funding based on eligible expenditure. Refer to the grant opportunity guidelines for guidance on eligible expenditure.

The minimum project expenditure for this grant opportunity is \$20,000.

You will also be required to attach a detailed project budget later in the application form. Refer to the grant opportunity guidelines for the requirements of the budget.

Please note the below budget limitations:

- Administrative support/overheads (including project management or project co-ordination) (max 10% of the grant)
- Staff training (max 5% of the grant)
- Contingency costs (max 10% of the grant)
- Report on project outcomes (max 5% of the grant)

Project budget summary

Type of expenditure	Head of expenditure	Financial Year	Costs
Project expenditure			\$59,266
	Equipment/ Materials (purchase or hire)		\$56,180
		2021/22	\$0
		2022/23	\$56,180

Type of expenditure	Head of expenditure	Financial Year	Costs
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Salary		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Contracts		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Infrastructure / Building, including approvals		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Workshops, conferences and events		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Domestic travel		\$0
		2021/22	\$0
		2022/23	\$0

Type of expenditure	Head of expenditure	Financial Year	Costs
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Administrative support/overheads (including project management or project co-ordination)		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Planning, environmental or other regulatory approvals		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Staff training		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Contingency		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Report on project outcomes		\$0
		2021/22	\$0
		2022/23	\$0

Type of expenditure	Head of expenditure	Financial Year	Costs
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Other		\$3,086
		2021/22	\$0
		2022/23	\$3,086
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
Total project expenditure			\$59,266

Financial Year	Costs
2022/23	\$59,266
Total project expenditure	\$59,266

What is the total project cost including ineligible expenditure not included above?

This is the sum of eligible and non-eligible costs to the project.

\$ 59,266

Source of funding

In this section you must provide details of how you will fund the project.

The total of all sources of funding should be equal to your total project expenditure in the section above. Sources of funding include

- grant amount sought
- your contribution
- other contributions as allowed in the grant opportunity guidelines.

Grant amount sought

Enter the grant amount sought. We will add GST to this where applicable.

The minimum grant amount under this grant opportunity is \$20,000. The maximum grant amount under this grant opportunity is \$10,000,000.

\$ 59,266

Your contribution

Enter your organisation name. In the description field, provide additional details. Indicate whether your contribution is sourced from cash flow, loans, equity etc.

Other non-government contribution

Enter the organisation name. In the description field, provide additional details.

If you have project partners we will ask you for their details later in the application. You must provide their name and their contribution here.

Assessment criteria

We will assess your application based on the weighting given to each criterion and against the indicators listed beneath each criterion. We will only consider funding applications that score at least 50 per cent against each criterion, as these represent best value for money.

The amount of detail and supporting evidence you provide should be commensurate with the project size, complexity and grant amount requested. You should define, quantify and provide evidence to support your answers.

To support your responses you must include mandatory attachments later in the application.

Assessment criterion 1

How your project will assist in community recovery from the 2019-20 bushfires? (Score out of 50)

You should demonstrate this by identifying:

- a. how your project addresses the recovery or resilience needs of the community directly related to impacts of the 2019-20 bushfires through the adoption of/or investment in one or more of the following benefit areas:
 - o social recovery and resilience needs of the local community may include improving community connections and social inclusion through community development activities, cultural events and workshops, protecting local heritage and addressing disadvantage within the community, preserving Aboriginal cultural heritage and supporting Indigenous communities through activities, workshops and events.
 - o economic recovery and resilience needs of the region may include job creation, new businesses, tourism and supporting local producers and suppliers. Projects must support communities, not just individual businesses or organisations.
 - o recovery and resilience of the built environment needs may include the improvement or extension of existing infrastructure in a manner that drives economic growth, creates jobs and makes the affected LGA or broader region a more attractive place to live or visit.
- b. how your project complements, builds on and does not duplicate existing or planned 2019-20 bushfire recovery efforts in the community.
- c. the broader benefits that your project will deliver for the region and the community.

During the Black Summer Bushfires at Pelham, vehicles were travelling Pelham Road without being aware that traffic was not permitted beyond the point monitored by police at the junction with Sonners Road. This created traffic congestion and created a hazard for fire fighters. The Pelham fire with the dense smoke, embers and fallen trees posed a huge risk to the public. Vehicles had to turn around and use another road to by-pass Pelham. A Variable Messaging Board located at an appropriate site at both ends of Pelham Road, would have enabled the travelling public to be advised that the road was closed, and would have diverted traffic away from the site of the fire and give clear access and egress for fire fighting equipment. Suitable signage and detour information would have helped to avoid creating unnecessarily dangerous situations which would have been beneficial for all concerned – members of the public, police and fire fighters. Many people turned back were family and friends going to assist those in the fires, both at Pelham and Elderslie. One couple going to help their son protect his property, were turned back 2 kms from their sons place, and had to back track 6 kms before diverting onto another route. This was 12 kms of unnecessary travel and only increased their anxiety and stress levels.

The social recovery and resilience needs of the community would benefit from the implementation of variable messaging boards placed at appropriate locations during fires. Fire fighters would be able to carry out their tasks without added stress or the need to worry about unnecessary vehicle traffic hindering emergency vehicle movements and the travelling public would have been advised of changed conditions. This would enable residents living in, and protecting their properties in the fire area, to be assured that resources necessary to save their properties are not being hampered.

Unnecessary traffic causes safety issues not only for those fighting the fires, but for the occupants of the vehicles.

The variable messaging boards would provide additional benefits for the central highlands community in that, being easily transportable, they could be used:

- At any location within the municipal area
- To advise of other natural disasters e.g. floods, landslides
- As a warning device for traffic hazards
- As a warning device of total fire bans
- To provide relevant messages during pandemics
- To promote regional events

Assessment criterion 2

Capacity, capability and resources to deliver the project (Score out of 50)

You should demonstrate this by identifying:

- a. your track record managing similar projects and access to personnel and/or partners with the right skills and experience
- b. sound project planning to manage and monitor the project, including scope, implementation methodology, timeframes, budget and risk management planning (including mitigation of health risks associated with the current COVID-19 pandemic).

Central Highlands Management Team's skills and knowledge has enabled us to successfully undertake projects at various locations across our municipal area. Our capital works budget over the past four years have ranged in size from \$2 million to \$4 million dollars per year for the past four years. The following skill sets are present within our management team: sound project planning and management skills as undertaken to implement our annual capital works budgets, ability to work to identified timeframes, ability to undertake risk assessments, and ability to complete projects within budget.

Our Management Team has a total of over 90 years local government experience covering strategic management, project management,

financial management, and planning and environmental management. We have a strong Management Team with a dedicated team of 35 EFT employees.

Council's Works & Services Manager, manages an operational budget of approximately \$2million per annum together with a capital works budget from \$2million to \$4 million per annum. He has the expertise and experience to undertake the procurement of a variable messaging board. He has held this position for 10 years.

Larger projects undertaken in 2020 and 2021 include Construction and Sealing of 2 sections of Pelham Road with funding under the Local Roads and Community Infrastructure Program of a total of \$1,037,871.00. These works were managed by Council's Works & Services Manager, with Council's consulting engineer designing the roadworks, preparing tender documents and contract, and undertaking inspections at various milestones.

Council's Roads to Recovery funding of \$589,000 per annum is allocated to capital works on roads for reconstruction and sealing. This program is managed by Council's Works and Services Manager with regular reports on progress provided by Council's accountant.

Our Team is confident that this project can be completed within the budget and timelines of this application, taking into consideration all the risks that have been identified.

Council's finances are managed by a consultant accountant who provides financial recording and reporting to Council.

The Works & Services Manager will be responsible for procurement of the variable messaging board.

Project partners

If applicable, provide details about all project partners

For details about project partner contributions refer to the grant opportunity guidelines.

Project partner

No Project partners found for this Application.

Bank Account Details

If your application is successful we will need to set up a payment process to pay your grant. We need your bank account details to do this. If your application is not successful we will not process these details.

Account Name

Central Highlands Council

BSB

067101

Account Number

28044666

Payment Contact

We will send the payment remittance advice to this person. All other notifications are sent to the primary contact whose details you provide on the last page of this application.

Title

Mrs

Given name

Sharee

Family Name

Nichols

Position Title

Senior Administration Officer

Email address

snichols@centralhighlands.tas.gov.au

Phone number

03 62863202

Application finalisation

Conflict of interest

Do you have any perceived or existing conflicts of interest to declare?

Refer to the grant opportunity guidelines for further information on your conflict of interest responsibilities.

No

Program feedback

How did you hear about this grant opportunity?

Direct mail/email

Additional information

You should attach any additional supporting documentation here. You should only attach documents that we have requested or you have referred to in your application.

Project plan

A detailed project plan that includes a risk assessment plan.

Grant Application Project Plan & Risk Register VMB.docx

Project budget

A detailed project budget that identifies costs under each head of expenditure and includes an explanation of how the costs were determined. Include any third party contributions.

Grant Application Project Budget VMB.docx

Evidence of community support

This could include items such as letters of support for your project and testimonials.

Letter of Support for VMB.pdf

Electronic Signage Board - Ron Sonners.docx

Evidence of landownership or environmental approvals (where applicable)

Where the proposed project site/s are not owned or managed by you, written consent is required from the property owner and/or property manager that allows for the implementation of the proposed project on each project site.

Trust documents

Where you have indicated your entity type is a trustee applying on behalf of a trust, you must attach trust documents showing the relationship of the incorporated trustee to the trust. If your trust deed is too large or you cannot upload your document please contact us via BSBR@industry.gov.au.

Primary contact

Title

Given Name

Jason

Family Name

Branch

Position Title

Works & Services Manager

Email Address

jbranch@centralhighlands.tas.gov.au

Phone Number

03 62863202

Mobile Number

0428 725 198

Business postal address of the primary contact

Is the address located in Australia?

Yes

Address Details

Declaration

Applicant declaration – WWC

Privacy and confidentiality provisions

I acknowledge that this is an Australian Government program and that the Department of Industry, Science, Energy and Resources (the department) will use the information I provide in accordance with the following:

- Australian Government Public Data Policy Statement
- Commonwealth Grants Rules and Guidelines
- grant opportunity guidelines
- applicable Australian laws.

Accordingly, I understand that the department may share my personal information provided in this application within this department and other government agencies:

- a. for purposes directly related to administering the program, including governance, research and the distribution of funds to successful applicants
- b. to facilitate research, assessment, monitoring and analysis of other programs and activities

unless otherwise prohibited by law.

I understand that where I am successful in obtaining a grant, the financial information that I provide for the purposes of payment will be accessible to departmental staff to enable payments to be made through the department's accounts payable software system.

I understand that information that is deemed 'confidential' in accordance with the grant opportunity guidelines may also be shared for a relevant Commonwealth purpose.

The department will publish information on individual grants in the public domain, including on the department's website, unless otherwise prohibited by law.

Applicant declaration

I declare that I have read and understood the grant opportunity guidelines, including the privacy, confidentiality and disclosure provisions.

I declare that the proposed project outlined in this application and any associated expenditure has been endorsed by the applicant's board/management committee 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 together with any statement provided is, to the best of my knowledge, accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code Act 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 agree to participate in the periodic evaluation of the services undertaken by the department.

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

I understand that the applicant is responsible for ensuring that it has met relevant state or territory legislation obligations related to working with children, and that any person that has direct, unsupervised contact with children as part of a project under this grant opportunity, has undertaken and passed, a working with children check, if required under relevant state or territory legislation. The applicant is also responsible for assessing the suitability of people engaged on this project to ensure children are kept safe.

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 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's Investigations Standards and Commonwealth Fraud Control Framework and/or for a grant under management, terminating a grant agreement between the Commonwealth and the grantee including recovering funds already paid.

I declare that I am authorised to submit this form on behalf of the applicant and acknowledge that this is the equivalent of signing this application.

By checking this box I agree to all of the above declarations and confirm all of the above statements to be true
Yes

Mrs. Lyn Eyles
General Manager
Central Highlands Council
PO Box 20
HAMILTON TAS 7140

24 February 2022

Dear Lyn

TARGA TASMANIA 2022 – ROAD CLOSURE APPLICATION

I wish to make application to council seeking in principal support of proposed road closures in connection with the international tarmac rally TARGA Tasmania 2022.

The event is scheduled to cover a statewide route from Tuesday 26th April to Sunday 1st May 2022, with all activities relating to the Central Highlands municipality concentrated on Sunday 1st May.

In accordance with the conditions of the Tasmania Police Motor Sport Permits Policy; I request approval in principle for the use and closure of the following roads for a maximum period of five and a half hours:

LEG SIX – SUNDAY 1st MAY

MUNICIPALITY OF CENTRAL HIGHLANDS

Stage Name: **TARRALEAH**

Road closure time: 10:29 – 3:59

Roads Closed
Lyell Highway

Between the following Roads
Brady's Lake Road and Oldina Drive (Southern End)

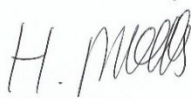
All residents effected by road closures will be contacted prior to the event, advising full details of the road closure and of the safety and emergency response plans. This information will be distributed by TARGA Australia to ensure the greatest level of coverage.

Additionally, TARGA Australia will also contact a wide variety of organizations and individuals including schools, harvesting contractors, transport companies, milk companies, tourism authorities and tourism operators advising details of the route and road closures as well as place advertisements in the three major newspapers.

TARGA Australia will remain in contact with council to ensure minimum disruption to community and council plans.

Thank you in anticipation, should you require further information please do not hesitate to contact me on 0419 349 656.

Yours sincerely



Hamish Marquis
Clerk of the Course



Application Form

2021-22 Sport and Active Recreation Equipment Grants Program

Key dates:

Program opens	7 September 2021
Program closes	10 November 2021
Outcomes expected to be advised	28 February 2022
Projects due to be completed by	30 November 2022

Applications must be received by 5:00 pm on the closing date. Late applications will not be accepted. Please call 1800 252 476 if you have any questions or require any assistance with the application process.

Before completing an Application

- Check that both your organisation and the project are eligible under the Guidelines. The Guidelines provide essential information that will assist you in preparing an application.
- For projects involving the installation of fixed-infrastructure, you must discuss these with the relevant Council prior to submitting and have obtained the appropriate statutory approvals.
- Check that you have all documentation requested in the Application Form.

Important note: it is anticipated that a high volume of applications will be received under this program. Applications will be competing for funding against other applications and may not be assessed or supported if information is missing.

Queries may be directed to CSR by telephone on 1800 252 476 or by E-mail sportrec@communities.tas.gov.au.



Tasmanian
Government

Section I – Applicant Details

Common or trading name of organisation (name the organisation uses to trade or publicise its activities)	Central Highlands Council
Name of Legal entity (if different to the common or trading name)	
The name of the legal entity is the name under which the organisation is legally registered.	
Incorporation number or Australian Company Number (ACN)	
Australian Business Number (ABN)	30472494899
Is your organisation registered for GST?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Authorised Officer and key contacts

The **Authorised Officer** is the office bearer, or for local government, the General Manager, who has the organisation's **authority to submit the application and enter into funding arrangements** on behalf of the organisation. This is the person who will receive all correspondence.

The **alternative contact** is optional and is only required if the authorised officer is unable to discuss the project with CSR staff during business hours, or where the project requires specialist knowledge that can be better provided by someone other than the authorised officer.

	Authorised Officer	Alternative Contact (optional)
Title	Mrs	Mr
Name	Lyn Eyles	Jason Branch
Position	General Manager	Manager of Works and Services
Address	6 Tarleton Street Hamilton	6 Tarleton Street Hamilton
Postcode	7140	7140
Phone	03 62 863 202	0428725198
Email	leyles@centralhighlands.tas.gov.au	jbranch@centralhighlands.tas.gov.au

Organisation/Club Postal Address

Street address/ PO Box	
City/Town and Postcode	

Organisation/Club Physical Address (this is required for internal CSR reporting only)

Street address	26 Hollow Tree Road, Bothwell Recreation Ground
City/Town and Postcode	Bothwell 7030

Section 2 - Project Details

The project - please briefly outline what you are apply for:

12volt battery operated line marking machine

How much are you applying for?

Must be between \$2 000 and \$25 000 and no more than 80 per cent of the total equipment/project cost.

\$3380.00

If you are submitting more than one application, what is the priority of this application?

1 ☐ 2 ☐ 3 ☐ other ☐ _____ (please specify)

Has any of the equipment being applied for been purchased prior to lodging this application?

Yes ☐ (if yes, that item(s) is ineligible – see Guidelines)

No ☒

Can the project be completed by 30 November 2022?

Yes ☒

No ☐ (if no, the project is ineligible – see Guidelines)

Does the project involve the installation of a fixed item of equipment?

Yes ☐ (please complete attachment A)

No ☒

Does the project involve the purchase of technological (IT) items such as computers, laptops, tablets or software?

Yes ☐ (please complete attachment B)

No ☒

Is your organisation a sport or active recreation club?

Yes ☐

No ☒

If no, please identify how this project will benefit a sport and/or active recreation club/s that meets the eligibility criteria set in the guidelines for this program.

Is membership of your club (or the sport and/or recreation club/s benefiting from this project) open to all?

Yes ☒

No ☐

If no, what are the membership restrictions that apply?

Does the project target a specific population group (e.g. vulnerable Tasmanians, remote community etc)?

Yes ☐

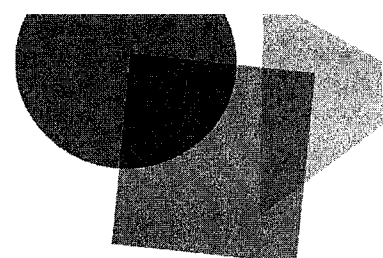
No ☒

If yes, please provide details:

Will the number of people participating be maintained or increase as a direct outcome of this project? Be maintained ☒ Increase ☐

Current participation numbers	How many new participants will be experienced as a direct result of this project?	If participation is anticipated to increase as a result of this project, please detail how this increase has been calculated.
Participating Club Members: 82 Non-member participants*: 14 Total: 96 <i>Do not include non-participating social members</i>	Additional participating club members: Additional non-member participants*: Total: <i>Do not include non-participating social members</i>	

* Includes members of the public who pay per participation session, or who are members of other clubs, rather than paying a membership subscription to your club.



Please identify how this project is essential for, and directly related to, new or improved participation opportunities?

Will the project improve the quality or safety of participation? The new line marking machine will make all boundary lines, playing lines and marks on the oval larger, wider, brighter and more visible than the current lines, making this safer for all players from the Bothwell Football and Cricket clubs

Yes ☒ No ☐

Will the project promote inclusion and improve access to participation opportunities?

Yes ☐ No ☒

Will the project increase the range of activities provided? I believe that the new line marking machine could also be used for any community events also held at the Bothwell Recreation Ground or any where within the Central Highlands Council Municipal area such as fairs, shows, sheep dog trials and Councils annual hall mark event Bushfest to mark out stall holder sites and to comply with COVID safe distancing regulations.

Yes ☒ No ☐

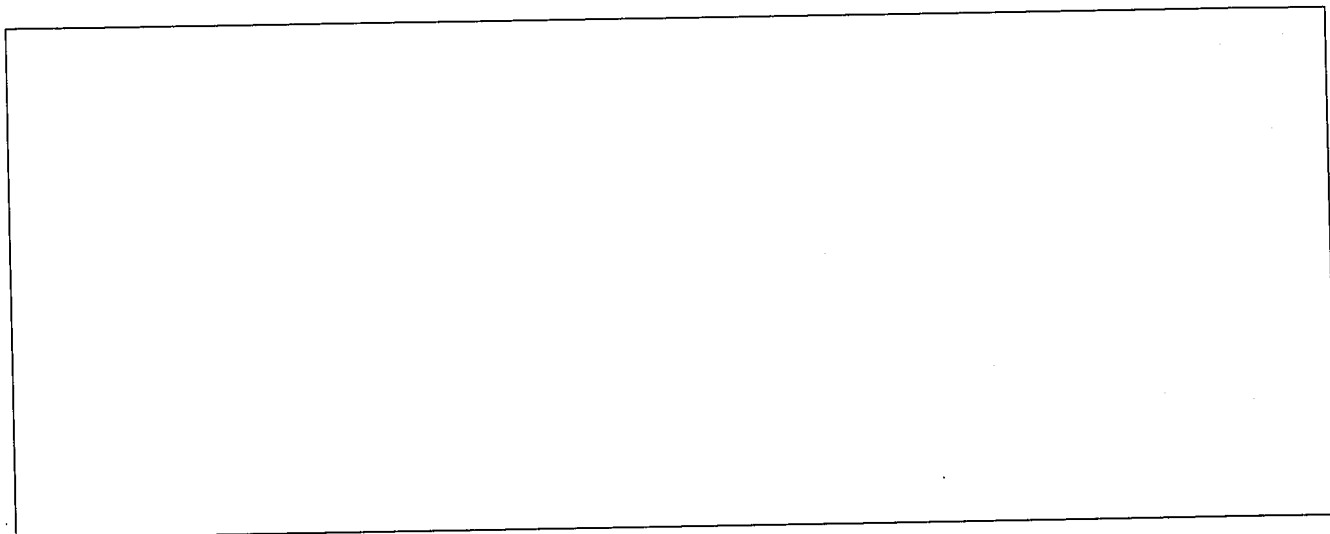
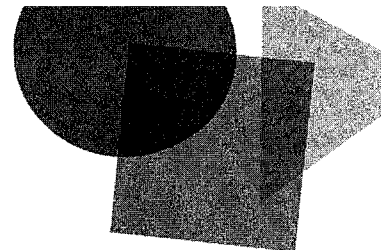
If yes to any of the above, explain how:

Project description (what will be done)	Purchase of new 12-volt battery operated line marking machine with paint
Current situation (what is the current situation that has resulted in the need for the project)	Current line marking machine is time consuming to use, marks lines that are narrow and difficult to see. Lines do fade quickly and is expensive for clubs for the purchase of aerosol tins of marking paint on a regular basis.
How will the project change this situation? (what are the anticipated benefits of the project and why)	New line marking machine will paint larger, wider and brighter lines making it safer for all participants playing sport. Could be used for local community events to mark lines for social distancing requirements under COVID regulations. Also the new machine uses a safe water based paint that will last longer and cheaper for sporting clubs to purchase than the current aerosol tins of paint currently used.

Note: Examples might include improving access to participation opportunities for specific population groups such as females, juniors, those with disability or communities experiencing disadvantage.

Please identify any other benefits and/or how this project is essential for, and directly related to, new or improved participation opportunities that have not been covered?

The possibility to be used at schools in the Municipal area for marking lines and lanes associated with athletics.



-

Secured Funds: funds you already have secured for the project

Secured Funds source e.g. cash funds, grant, sponsor, etc.:	Amount:	Supporting documents (e.g. bank statements and comments to support the secured funds source)
	\$845	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total secured funds for the project		(B)
		\$845

Grant requested for the project from CSR (must 80 per cent, or less, of the total cost of the project)

	\$3380	(C)
--	--------	-----

Total funds for the project [add (B) and (C)]

	\$4225.00	(D)
--	-----------	-----

The total cost of the project (A) must equal the total funds for the project (D)

Section 4 - Checklist to Submit Your Application

Complete the following checklist

All the essential documentation listed below must be submitted with your application. For advice, contact Communities, Sport and Recreation by telephone on 1800 252 476.

Please ensure that:

- you have obtained, read and referred to the guidelines when completing this Application Form;
- you have completed all relevant sections of this Application Form;
- two Authorised Officers have signed the declaration;
- you have not bound or placed your application in a display folder; and
- you have kept a copy of the completed Application Form for your own records and have not attached originals of documents, as these will not be returned to you.

Essential documentation that must be included with your application (please tick to indicate what you have attached):

Essential documents (all applications)	Enclosed	Not applicable
'Proof of price': copies of formal quotes catalogue and/or webpage prices for all project expenses	<input checked="" type="checkbox"/>	
Evidence of the organisation's capacity to fund at least 20 per cent of the total project cost (e.g. copies of written documentation confirming donations or financial support for the project).	<input checked="" type="checkbox"/>	
Bank statement (local government authorities exempt)	<input type="checkbox"/>	
Any documentation the organisation does not want disclosed to a third party is clearly marked as confidential, along with a short paragraph outlining the reasons why the information is confidential.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fixed infrastructure projects only		
Completed Attachment A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of lease agreement or Memorandum of Understanding for the facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence of owner's approval for the project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copies of any applicable statutory approvals or confirmation from the relevant council no approvals are required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Technology related project only		
Completed Attachment B	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of club asset register	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of appropriate use of equipment agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 5 – Applicant Declaration

Declaration by authorised persons

The declaration **must** be signed by two authorised officers of the organisation, the current president, chairperson, general manager or commodore. In the case of local government, it **must** be signed by the general manager (only).

I make the following declaration

I, the undersigned, certify that I am authorised to submit this Application, that I have read, understand and agree to the Terms and Conditions of the Grant Program as outlined in the Applicable Guidelines, and that the information contained herein and attached is, to the best of my knowledge, true and correct.

I understand that providing false or misleading information may result in the application not being considered or withdrawal of an offer of a grant.

Officer 1

Name Lyn Eyles Position General Manager
Signature [Signature] Date 30-9-2021

Officer 2

Name Jason Branch Position Manager Works and Services
Signature [Signature] Date 30-9-2021

To submit your application

Email your signed application form and scanned attachments to:

csrgrants.applications@communities.tas.gov.au

If you are unable to email your application, please post your application and attachments to:

CSR Grant Programs
Communities, Sport and Recreation
Department of Communities Tasmania
GPO Box 65
HOBART TAS 7001

If you have provided an email contact, you will receive an email reply confirming the application has been received.

Applications must be received by 5:00 pm on the closing date. Late applications will not be accepted.

Please call 1800 252 476 if you have any questions or require any assistance with the application process.

Grant agreement

This grant agreement comprises the following parts:

- Part A: Grant agreement overview
- Part B: Information Table
- Part C: Glossary of terms
- Part D: Terms and conditions of grant
- Part E: Signing

OCS APPROVED TEMPLATE
Grant Docs-Grant agreement (basic grant) template-3-
2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Communities, Sport and Recreation
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Part A: Grant agreement overview

This agreement is made between the Crown in Right of Tasmania (called the **Grantor**) and the person named in Item 2 of the Information Table (called the **Recipient**).

Pursuant to this agreement the Grantor agrees to provide a monetary grant to the Recipient, and the Recipient agrees to accept the grant.

The terms and conditions of applicable to the grant are out in Part B and Part D.

The agreement is made on the date shown in Part E.

Important Information:

Instruction: The Recipient must sign this agreement before it is signed on behalf of the Grantor. The Recipient will not be entitled to receive the grant until this agreement has been signed and dated on behalf of the Grantor.

Warning: If the Recipient is not an incorporated body, clause 11 in Part D makes the person signing this agreement (on behalf of the Recipient) personally responsible for performing the Recipient's obligations under this agreement.

Part B: Information Table

Item 1: Grant program or reference	
Sport and Recreation Equipment Grants Program 2021-22	
Item 2: Recipient's details	
Name:	Central Highlands Council
ACN/ABN:	30 472 494 899
Address:	6 Tarleton Street, HAMILTON TAS 7140
Telephone:	03 6286 3202
Email:	leyles@centralhighlands.tas.gov.au
Attention:	Mrs Lyn Eyles, General Manager
Item 3: Grant amount	
The amount of the grant is three thousand three hundred and eighty dollars (\$3,380.00) (plus GST if applicable).	

Item 4: Approved Purpose for which the Grant is provided
To contribute towards the purchase of 12 volt battery operated line marking machine.

Item 5: Grant payment method
The Grant is to be paid to the Recipient on the signing of this agreement and provision of an approved Tax Invoice by electronic funds transfer to an account held by the Recipient.

Item 6: Reporting requirements related to use and expenditure of the Grant
<p>No later than one month after the completion of the Approved Purpose as outlined in Item 8 – Special terms and conditions (or otherwise as required by the grantor from time to time), the Recipient must provide to the Grantor an acquittal declaration, a brief written report showing the achievements of the project and a financial report against the grant funds including relevant evidence (e.g receipts/bank statements) showing the receipt, use and expenditure of the Grant.</p> <p>The report must be in a form provided by the Grantor and the substance of each report of document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this funding agreement must be satisfactory to the Grantor, acting reasonably.</p>

Item 7: Grantor's address details	
Address:	GPO Box 65, Hobart TAS 7001
Telephone:	1800 204 224
Email:	csrgrants@communities.tas.gov.au
Attention:	Communities, Sport and Recreation

Item 8: Special terms and conditions
<p>The following special terms and conditions apply:</p> <ul style="list-style-type: none"> • The Recipient must comply with the S&R Equipment Grants Program 2021-22 guidelines. • As per Annexure A, the Recipient must acknowledge the Tasmanian Government. • The Recipient must complete the Approved Purpose by 31 December 2022 or such later date, if any, approved in writing by the Grantor.

Part C: Glossary of terms

In this agreement, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 4 of the Information Table.

Grantor means the Crown in Right of Tasmania.

Grant means the grant paid or to be paid by the Grantor to the Recipient pursuant to clause 2 in Part D.

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this agreement.

Information Table means the table in Part B.

Recipient means the person named in Item 2 of the Information Table as the Recipient.

Relevant Matter means any matter or thing related to any of the following: the performance by the Recipient of its obligations under this agreement; the receipt, use or expenditure of the Grant; the carrying out of the Approved Purpose; any report provided, or to be provided, by the Recipient to the Grantor in accordance with this agreement; any information provided by the Recipient to the Grantor in connection with any application for the Grant.

Part D: Terms and conditions of grant

1 Interpretation

In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other grammatical forms of a defined term have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of the thing;
- (e) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them.
- (f) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a government body, or any other entity;
- (g) a reference to a party includes that party's executor's administrators, successors and permitted assigns and substitutes; and
- (h) mentioning any thing after the words 'includes' 'included' or 'including' does not limit the meaning of any thing mentioned before those words.

Headings do not affect the interpretation of this agreement.

A reference to the Grantor includes any person lawfully acting on behalf of the Grantor.

2 Agreement to provide Grant

Subject to the terms of this agreement, the Grantor will provide to the Recipient a grant in the amount set out in Item 3 of the Information Table for use by the Recipient for the Approved Purpose in accordance with this agreement.

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this agreement or in respect of the Approved Purpose.

3 Payment of Grant

If the Grant is subject to GST, the Grantor is not required to pay the Grant until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 15.

The Grantor will pay the Grant to the Recipient in the manner specified in Item 5 of the Information Table. If no method of payment is specified in Item 5 of the Information Table, the method of payment will be as determined by the Grantor.

4 Application of Grant and related matters

The Recipient must only use the Grant to undertake the Approved Purpose.

The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

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

5 Financial records

The Recipient must keep and maintain proper accounts, records and financial statements, showing the receipt, use and expenditure of the Grant.

The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

6 Review, monitoring or audit of Relevant Matters

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

7 Reporting

The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 6 of the Information Table.

The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter.

Unless otherwise stated in Item 6 of the Information Table, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause.

8 Publicity concerning Grant and Approved Purpose

The Recipient must comply with any reasonable instructions given by the Grantor concerning publicity by the Recipient regarding the Grant and the Approved Purpose.

9 Repayment obligations

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

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not the Approved Purpose;
- (c) the Grant – if the Recipient does not promptly complete the carrying out of the Approved Purpose in accordance with this agreement; and
- (d) the Grant – if any information given, or statement made, to the Grantor by the

Recipient or its agents concerning any application for the Grant, is shown to be untrue, incorrect or misleading in any way.

10 No reliance by the Recipient

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

11 Responsible person

If the Recipient is not an incorporated body, the person signing this agreement for the Recipient is personally responsible for performing all of the Recipient's obligations under this agreement.

12 Confidentiality in relation to this agreement

Despite any confidentiality or intellectual property rights subsisting in this agreement, either party may publish, without reference to the other, all or any part of this agreement.

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13 Notices

The addresses, facsimile numbers and email addresses of the parties for the receipt of any Notice are:

- (a) in the case of the Grantor, as set out in Item 7 of the Information Table or as subsequently notified by the Grantor to the Recipient; and
- (b) in the case of the Recipient, as set out in Item 2 of the Information Table or as subsequently notified by the Recipient to the Grantor.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; sending it by prepaid ordinary post to the party's address; sending it by facsimile transmission to the party's facsimile number; or sending it by email to the party's email address.

In this clause, **Notice** means a notice or other communication for the purpose of this agreement.

14 Governing law

This agreement is governed by the law of Tasmania.

15 GST

If GST is imposed on any supply made by a party under this agreement, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable, or to be provided by, the recipient under this agreement for that supply, an additional amount equal to the GST payable by the person making the supply for that supply.

The additional amount is to be paid at the same time and in the same manner as the supply to which the GST relates.

16 Special conditions

The special terms and conditions in Item 8 of the Information Table form part of this agreement.

If there is any inconsistency between the special terms and conditions in Item 8 of the Information Table and any another provision of this agreement, the special terms and conditions override the other provision to the extent of the inconsistency.

A special term or condition in Item 8 of the Information Table is taken not to be inconsistent with another provision of this agreement if the special term or condition and the other provision are both capable of being complied with.

17 Miscellaneous

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

An obligation or liability on the part of two or more persons binds them jointly and severally.

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

Nothing in this agreement:

- (a) constitutes a party to be the partner, agent or legal representative of another party for any purpose; or
- (b) creates, a partnership or joint venture between the parties.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right of the Grantor provided in this agreement is exclusive and independent of each other Right of the Grantor in this agreement, and all other Rights of the Grantor at law or in equity.

In this clause, **Right** includes a right, power, remedy, authority and discretion.

Part E: Signing

Date:

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

Signing by Grantor

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

Signature:

→

Witness'
signature:

→

A person authorised to sign this agreement
on behalf of the Grantor

*Print
name:

*Witness
print
name:

*Use BLOCK LETTERS.

*Witness
print address

Signing by Recipient that executes by an authorised representative

Signed on behalf of the Recipient by its authorised representative in the presence of the witness named below:

Signature of
agent:

→

Witness'
signature:

→

And who warrants that he/she has authority
to sign as an authorised representative on
behalf of the Recipient

*Print
name and
position:

*Witness
print
name:

*Use BLOCK LETTERS.

*Witness
print address:

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the [name of your organisation] is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal.

A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.





29 September 2021

To whom it may concern,

I wish to confirm that Central Highlands Council will contribute the 20% of the total project cost of \$4,225.00 for a new line marking machine if successful with their application under the Sport and Active Recreation Equipment Grants Program.

The total contribution from Council will be at least \$845.00 and this will be allocated from Councils operating budget.

Yours Faithfully

Lyn Eyles

General Manager

Administration & Works & Services
Tarleton Street Tel: (03) 6286 3202
Hamilton, Tasmania 7140 Fax: (03) 6286 3334

Development & Environmental Services
Alexander Street Tel: (03) 6259 5503
Bothwell, Tasmania 7030 Fax: (03) 6259 5722

website www.centralhighlands.tas.gov.au

24 February 2022

Dear Mayor

As you are aware, on 20 January 2022 the Local Government Board commenced the Future of Local Government Review (the Review). Since that time, the Board has been progressing work to support a comprehensive community engagement program.

I want to assure you that the Board is taking its responsibility very seriously - the Board recognises the importance of demonstrating integrity of process, and clarifying *how* the Board will undertake its functions. For these reasons, the Board has adopted a set of Review guiding principles - these principles support the Terms of Reference and are an important public commitment that reflect the agreed position of the Board as it progresses through the three stages of the Review. For convenience, I have **enclosed** the Guiding Principles at Attachment 2.

Launch of community engagement program

I am pleased to advise that on 25 February 2022, the community engagement program for the Review will be publicly announced. Community engagement will be undertaken during March and April 2022. The Board wants to be very clear about what this means, and how community members and stakeholders can get involved. For this reason, we have prepared a simple 'Review Roadmap' for publication, which I **enclose** for your convenience. Amongst other things, the Roadmap serves to explain:

- why the Review is being undertaken now;
- who is undertaking the Review and how it will be progressed over the 18-month period;
- the high-level themes the Board is using to structure its approach to the Review;
- how and when stakeholders will be engaged through the various engagement mechanisms; and
- where to find more information as the specific engagement processes are confirmed.

To support the Roadmap, the Board has launched a website (www.futurelocal.tas.gov.au) and a Facebook page (<https://www.facebook.com/futurelocaltas>), which will be used to provide stakeholders with ongoing information and greater detail in relation to engagement opportunities. We will also be publishing supporting papers on the Review Themes and the Review Guiding Principles (also enclosed).

In preparing for the community engagement program, the Board has consulted with the Chief Executive Officer, Local Government Association of Tasmania (LGAT) and briefed the General Management Committee. The Board recognises that community engagement will be most effective when it has the collective input in its design from local leaders and I expect that your councils may be contacted by our engagement consultants to identify effective strategies for the rollout of events such as community popups in your area.

The Board also acknowledges the importance of hearing from the local government sector itself, as critical stakeholders – we expect councils will provide extremely valuable insights in this process.

For this reason, the Board, its community engagement consultants and LGAT have worked together to design an engagement program that will include the following opportunities in Stage 1 of the Review:

- an engagement session with Mayors;
- an engagement session with General Managers;
- six regional forums with Elected Representatives (two in each region);
- six regional forums with council employees (two in each region);
- two online sessions (one for Elected Representatives, one for employees); and
- an online submissions portal.

LGAT will provide the sector with further details on the timing of these engagement opportunities shortly. As the Review progresses and potential reform options are identified in subsequent stages however, the Board will be further engaging in greater detail with councils.

Understanding the role of data in supporting the Review

In undertaking a Review (and public consultation) of this scale, the Board has determined that it is important for communities to have improved access to existing public data on councils and their communities.

As you may be aware, the Office of Local Government has been working with councils for some time to launch an online data dashboard capturing the Consolidated Data Collection (CDC) submitted each year by councils. The Board has determined that an important step in maximising community participation will be to bring the dashboard online as soon as possible. The Board has considered the original scope of data and refined it to support the open inquiry of the community engagement process and limit additional data requests of councils at this stage. As we progress through the Review however, the Board expects that targeted data requests will be made of councils and this data may be published in due course to support transparency in the Board's deliberations.

While the dashboard largely consists of information provided by councils through the CDC in the first instance, we want to give you an opportunity to review both the dashboard and the data before it is made public. I **enclose** a copy of the proposed dataset for the dashboard for your reference. I expect that the Review Secretariat or its consultants will contact your council within the week to provide you with a copy of the dashboard for review. The dashboard has been created using *Microsoft Power BI*, which is a free download that your council officers can use to review the information. The Board would be grateful if councils could review their datasets and provide feedback **within two weeks** of receiving this information.

Review themes

Finally, the Board also wanted to provide you with some additional context in relation to the Review 'themes', discussed in the Roadmap.

The scope of the Review is broad and forward-looking. The Board has decided to organise its areas of inquiry into seven broad theme areas, which are based around the services that local governments in Tasmania currently deliver. The seven themes are summarised below.

- *Community wellbeing* – including emergency management, health and care programs, cultural activities and facilities
- *Economic development and local promotion* – including tourism, advocacy for the local community
- *Environment* – including waste management, natural resource management, animal control
- *Finance and administration* – including rates, charges and financial management, council workforce, shared service arrangements
- *Infrastructure provisions and management* – including roads, halls, parks, stormwater drains

- *Governance, accountability and representation* – including councillors, council information.
- *Land use planning and other regulatory services* – including building and development approvals, heritage, public health standards

There are many ways to group the roles and functions of local councils, as evidenced by the varying categories of local government roles and functions used in previous local government review processes at both a state and federal level.

The themes will help structure the consultation, research, and analysis work of the Review. However, the Board also acknowledges that no categorisation is perfect. Councils undertake a diverse range of activities, and sometimes operate differently in how they interact with, and provide services to, their local communities.

The Board will nonetheless encourage stakeholders and community members to contribute ideas for the future of local government, irrespective of whether they cut across multiple theme areas, or do not clearly fall into any particular category at all.

Should you have any further queries however, please contact Mr Michael Mogridge, Director Local Government Reform in the first instance by telephone on 6232 7292 or email at Michael.mogridge@dpac.tas.gov.au.

I trust the information in this letter is of use and I look forward to the Board's continuing engagement with the local government sector in the future.

Yours sincerely



Sue Smith
Chairperson

CC: General Manager

Attachments:

1. Future of Local Government Review – Review Roadmap
2. Future of Local Government Review – Review Guiding Principles
3. Future of Local Government Review – Review Themes
4. CDC Data Dashboard – proposed dataset

Guiding Principles

The future
of local
government
review



The Future of Local Government Review

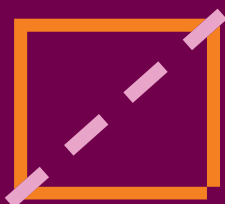
OUR GUIDING PRINCIPLES

The Local Government Board is committed to leading the Review in a way that builds community trust and confidence. As part of this process, the Board has endorsed and is publicly committing to five *Guiding Principles*.

These Principles act as a clear statement of intent and will inform how the Board goes about its work over the next 18 months. The Principles, and what they mean for the Review, are outlined below.

TRANSPARENT

The Board will be open about how it is undertaking the Review. It will provide regular updates on progress as the Review proceeds so that the community understands what we are doing, where we are going, and why.



INDEPENDENT

The Board is committed to conducting the Review free from political constraints and undue influence by the State Government, the local government sector or other stakeholder groups. For all stakeholders and the broader community to accept and own the outcomes from the Review, they must be confident that they have been developed in an independent and objective way.



CONSULTATIVE AND COMMUNITY-FOCUSED

The Board will conduct its Review in a way that provides for broad, genuine, and representative stakeholder and community engagement. No stakeholder group will have a disproportionate level of input or 'special access' to the Board. The Board is particularly keen to hear from everyday Tasmanians about their experiences, perceptions, and aspirations for the future, and the role they see local government playing in and for their communities into the future.



EVIDENCE-DRIVEN

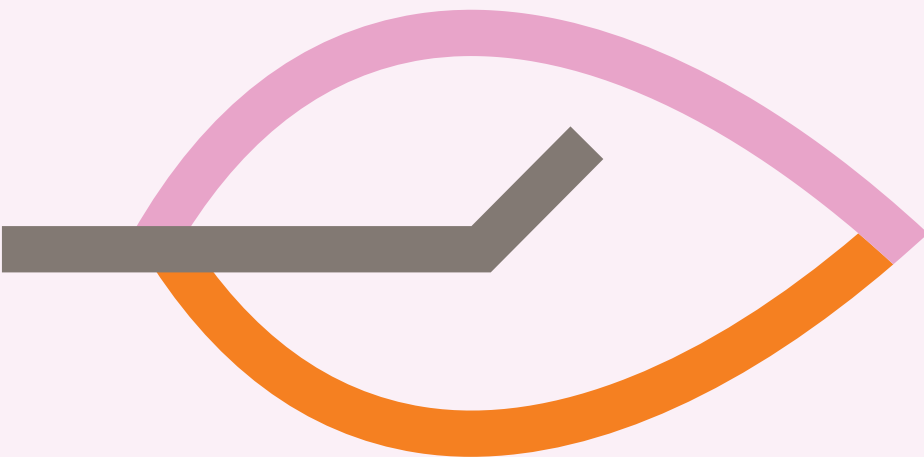
The Board will build on the evidence flowing from community consultation and engage with a range of expert partners in undertaking the Review. This will bring in the knowledge, skills, expertise, and experience that will be necessary to ensure all its findings and recommendations are supported by clear and strong evidence. Together with its partners, the Board will deploy best practice research, analysis, and engagement methods and practices throughout the entirety of the Review.



INNOVATIVE AND FUTURE FOCUSED

The Board is open to reform options that challenge existing structures and paradigms in the interests of promoting the best outcomes for the Tasmanian community. We want stakeholders and community members to be bold and creative in their vision for the future of the local government sector in Tasmania. While it will be essential that we consider the history and evolution of our current set of arrangements in local government, the present shape and structure of the sector will not constrain the Board's consideration of new, novel, and innovative reform possibilities where it believes this could deliver better outcomes.





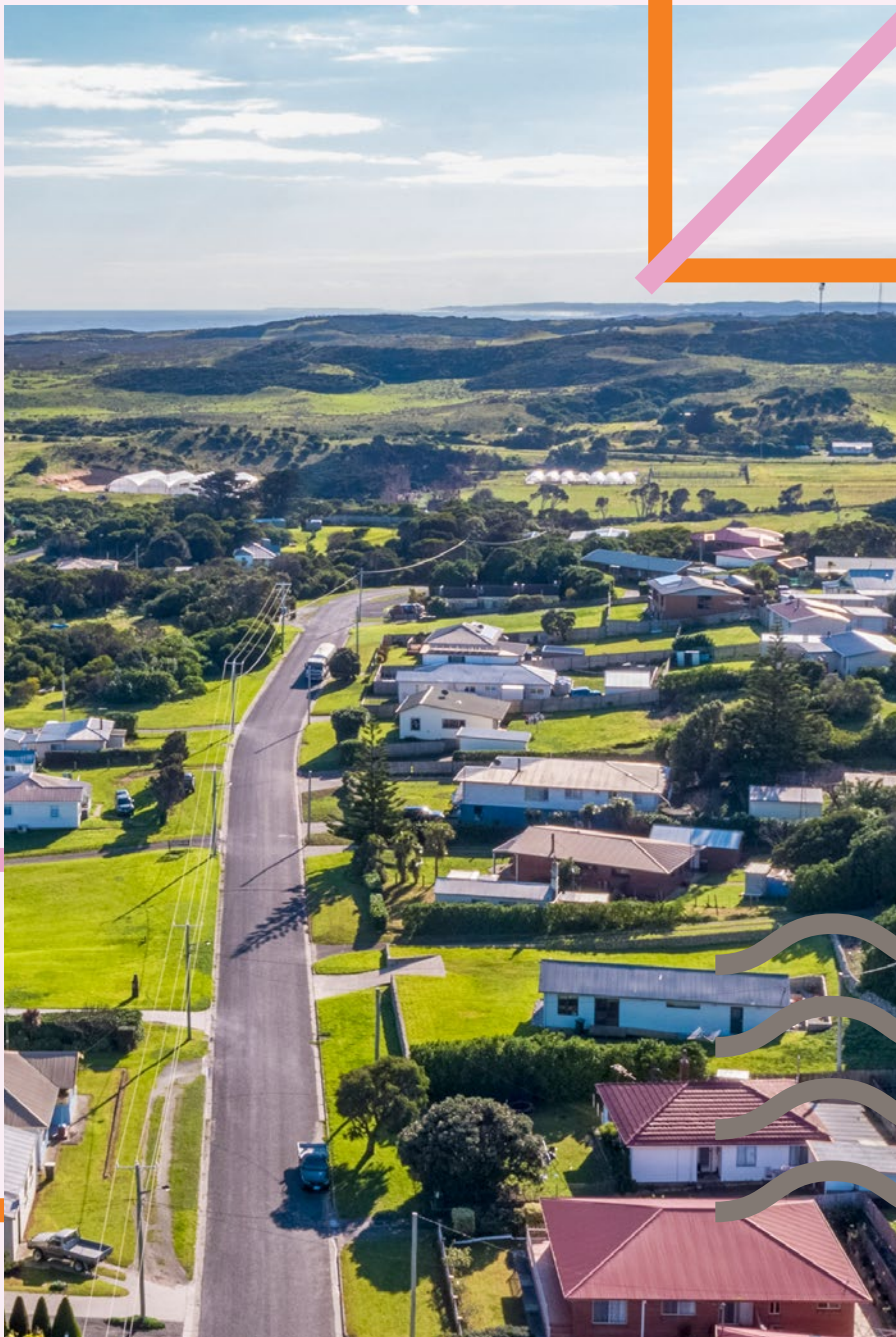
More information?
www.futurelocal.tas.gov.au
LGBoard@dpac.tas.gov.au

**The future
of local
government
review**



Review Roadmap

The future
of local
government
review



Let's All Shape the Future
of Local Government.



The Tasmanian Government has commissioned the Local Government Board to undertake a broad review into the future of local government in Tasmania. The review will look at the fundamentals of the local government system: the role it should play in supporting communities, the services it should be delivering, and the most effective ways of doing so.

At the end of the Review, the Board will recommend to the Government the reforms it believes are needed. The end goal: to deliver a local government sector that can meet the challenges and opportunities that Tasmanians will face in the coming decades.

WHY DO WE NEED A REVIEW?

Building a more robust and capable system of local government

Tasmania is experiencing significant changes. Our population is growing in some areas, declining in others, and is getting older overall. This will impact the demand for council services, and the number of ratepayers paying for those services. The way people live and work also continues to change, which will place new and different demands on land use, transport infrastructure, and local services.

These changes are already having an impact on local government. It is important that we have a shared vision and plan for how our system of local government should evolve and adapt so that it has the skills, resources, and capability to support local communities into the future.

We need to start work now on the transition to the new systems and approaches, that we, as a community, believe are necessary.

A community-driven process

Whether or not we realise it, each of us relies on local government services every day – whether it's for waste and recycling, parks and playgrounds, footpaths and roads, or other services supporting the wellbeing of communities. Councils act as a voice for their local communities – advocating for the delivery of services and support, including from other tiers of government.

Councils also make important decisions about building, health and the environment which can shape the character, amenity, and economic activity of their local areas.

Councils represent their communities, so we all play a part in the future of local government. To succeed, this review must be owned by the whole community. Your input is vital.





MEET THE BOARD

Experienced, Community-Oriented, and Future-Focused

The Board is made up of eminent Tasmanians who understand local government and are passionate about improving community governance, wellbeing, and local service delivery. Members bring a broad range of skills and perspectives to the Review but are united in their commitment to make a positive difference for the people of Tasmania.

The Hon Sue Smith AM

Sue's remarkable career in local and state government spans four decades. Sue was elected Mayor of the Central Coast Council in 1993, following council reforms. Ms Smith became the first female President of the Legislative Council in 2008. Other roles include Commissioner of the Glenorchy City Council, Chair of the Local Government Code of Conduct Panel and Chair of Marine and Safety Tasmania.



Ric De Santi

Ric was Tasmania's Deputy Auditor-General from 2006 to 2021, successfully overseeing significant audits across local government. Ric served as a Director of CPA Australia from 2017 to 2021, becoming Deputy President in 2020; is a member of CPA Australia's Tasmanian Divisional Council; a Commissioner on Catholic Education Tasmania; and is a member of the Sorell and Glenorchy City Council Audit Panels, as well as Chair of the Launceston City Council Audit Panel.



Paul West

Paul has 20 years' experience as general manager of Tasmanian councils, most recently at Devonport City Council (2014–2019). Mr West is a former President of Local Government Professionals Australia (Tasmania), was made a Fellow of that organisation in 2004, and was National President in 2010. Paul was made a life member of the Local Government Association of Tasmania in 2018 and a life member of Local Government Professionals Australia (Tasmania) in 2020.



The Hon Pam Allan

Pam has extensive experience in state and local government and planning, having been a member of the New South Wales Legislative Assembly and serving as Minister for the Environment in the Carr Government. Pam is the Chair of NRM North Management Committee and an Adjunct Professor in the School of Geography, Planning and Spatial Sciences at the University of Tasmania. Pam was a member of the reference group for the Tasmanian Government's Local Government Legislation Review.



Kym Goodes

Kym has leadership experience in the Tasmanian not-for-profit and government sectors. Kym was Chief Executive Officer of the Tasmanian Council for Social Service; was a member of the Premier's Economic and Social Recovery Advisory Council and is a Director of Brand Tasmania. Kym has held senior roles in Tasmanian Government departments. She is Managing Director of 3P Advisory, a consultancy specialising in social impact assessment and corporate social responsibility.



Mathew Healey

Mathew is a senior executive with over two decades' experience in the Tasmanian and Australian governments, and extensive experience in local government policy. He is the Executive Director of the Office of Local Government in the Department of Premier and Cabinet. Mr Healey has led major projects including the Royal Hobart Hospital Redevelopment Rescue Taskforce and the Tasmanian State Service Review.



OUR APPROACH

The Board is committed to building community trust and confidence. The Board will conduct a genuinely open and community-driven process and has no preconceived ideas about the outcomes. The Board will draw on a range of sources of evidence including expert research and analysis, community and stakeholder input, and the insights of the local government sector itself.

The Board will keep the community updated throughout the Review process. A range of information and materials will be released to help your understanding and encourage informed discussion.

Areas Of Inquiry – Key Themes

The Board has identified seven key theme areas for the Review, based on the services that local government currently delivers. These will provide a structure for community engagement and consultation, research, data collection and analysis.

- Community wellbeing
- Economic development and local promotion
- Environment
- Finance and administration
- Governance, accountability, and representation
- Infrastructure provision and management
- Land use planning and other regulatory services

You can find out more about the themes, and how the Board is approaching its work at www.futurelocal.tas.gov.au

Review Themes



**COMMUNITY
WELLBEING**



**ECONOMIC
DEVELOPMENT &
LOCAL PROMOTION**



ENVIRONMENT



**FINANCE &
ADMINISTRATION**



**GOVERNANCE,
ACCOUNTABILITY &
REPRESENTATION**



**INFRASTRUCTURE
PROVISION &
MANAGEMENT**



**LAND USE PLANNING &
OTHER REGULATORY
SERVICES**



TIMELINE

The Local Government Board has a commitment to make recommendations to the Minister for Local Government and Planning by 30 June 2023.

The review will be undertaken in three, six-month stages:



This stage will focus on community-level consultation with local government, local communities, users of local government services and other stakeholders. Everyone will have the opportunity to describe the roles and services they expect councils to perform to meet current and future needs. Linked to this will be research and consultation to understand how Tasmanians identify with and value the places they live in, and how they value the place-based roles that councils play.

The Board will use the feedback received to identify specific needs and opportunities for reform and develop and evaluate a range of detailed options for further consideration. To do this, the Board may engage relevant experts to model the effects of adopting different reform options, and combinations of reforms, before developing specific recommendations. The community will be consulted about reform options.

After considering community feedback and evidence, the board will evaluate whether the options will deliver sustained improvements to benefit the community. The Board will then refine options and recommendations for Government.



ENGAGING WITH THE COMMUNITY

The Board will provide a range of engagement opportunities to give you a chance to have your say. Whichever way you choose to engage, you can be confident your views will be heard.

- pop-up event
- community workshops
- forums on specific themes
- an online portal

The engagement process aims to seek your feedback and help you understand how your concerns and aspirations will influence the outcome of the review. The engagement will bring diverse perspectives to the table and identify critical issues.

What do we want to achieve?

- ensure that people from all sectors and places in Tasmania are involved
- build community understanding of the role and functions of local government
- make sure community interests are being served by the review



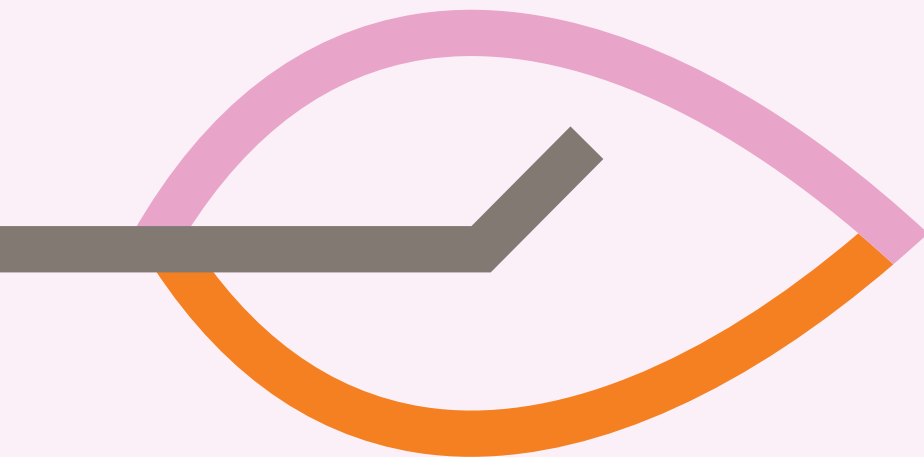
JOIN THE CONVERSATION

Don't miss your opportunity to participate either online or in person in your local area as we travel the State to hear from you.

All Tasmanians have an opportunity to have their say on how we build a stronger system of local government that delivers for the community. What does the community want, need and expect from local government in Tasmania? What is working and what could we do differently?

The Review will directly impact the vital decisions councils make. Have your say face to face at a session in your local area or join the conversation online.

Further information on how to have your say, as well as updates on the Review are available from www.futurelocal.tas.gov.au



More information?

www.futurelocal.tas.gov.au
LGBoard@dpac.tas.gov.au

**The future
of local
government
review**



Review Themes

The future
of local
government
review



The Future of Local Government Review

REVIEW THEMES

The scope of the Review is broad and forward-looking. The Board has decided to organise its areas of inquiry into seven broad theme areas, which are based around the services that local governments in Tasmania currently deliver. The seven themes are summarised below. Attachment A sets out in more detail the kinds of council activities and services that are included under each theme.

The themes will help structure the consultation, research, and analysis work of the Review. However, the Board also acknowledges that no categorisation is perfect. Councils undertake a diverse range of activities, and sometimes operate differently in how they interact with, and provide services to, their local communities.

The Board wants stakeholders and community members to contribute their ideas for the future of local government, irrespective of whether they cut across multiple theme areas, or neatly fit into any category.



COMMUNITY WELLBEING

Including emergency management, health and community programs, cultural activities and facilities



ECONOMIC DEVELOPMENT & LOCAL PROMOTION

Including tourism, advocacy for the local community



ENVIRONMENT

Including waste management, natural resource management, animal control



FINANCE & ADMINISTRATION

Including rates, charges and financial management, council workforce, shared service arrangements



GOVERNANCE, ACCOUNTABILITY & REPRESENTATION

Including councillors, council information



INFRASTRUCTURE PROVISION & MANAGEMENT

Including roads and bridges, stormwater, halls, parks



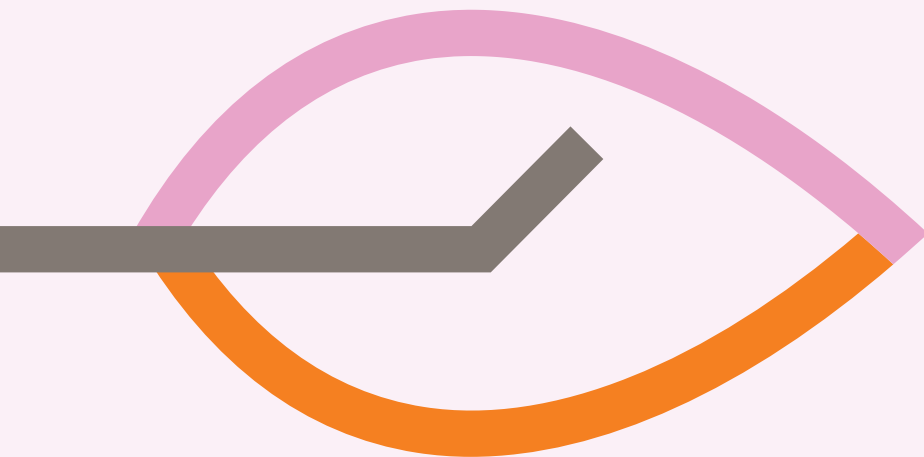
LAND USE PLANNING & OTHER REGULATORY SERVICES

Including building and development approvals, heritage, public health standards

ATTACHMENT A

Review Themes and Local Government Activities and Services

THEME	INCLUDES	
Community wellbeing	<ul style="list-style-type: none"> • Museums and galleries • Public art • Community events, markets and festivals • Community support services for vulnerable people • Social welfare 	<ul style="list-style-type: none"> • Support for community volunteer, sport and cultural groups • Emergency and disaster management and recovery • Public health/medical services • Transport accessibility
Economic development and local promotion	<ul style="list-style-type: none"> • Local economic development • Tourism 	<ul style="list-style-type: none"> • Advocacy on behalf of the community
Environment	<ul style="list-style-type: none"> • Tips and transfer stations • Garbage collection • Recycling • Cleaning public areas • Animal control 	<ul style="list-style-type: none"> • Catchment/natural resource management • Weed control • Land reserves
Finance and administration	<ul style="list-style-type: none"> • Group purchasing schemes • Shared service arrangements • Rates and charges 	<ul style="list-style-type: none"> • Financial management • Council workforce
Governance, accountability and representation	<ul style="list-style-type: none"> • Provision of information from council • Community engagement in decision-making 	<ul style="list-style-type: none"> • Contact with councillors about local issues
Infrastructure provision and management	<ul style="list-style-type: none"> • Roads and bridges • Community halls • Parks, gardens and playgrounds • Recreation and aquatic centres, sports facilities, and campgrounds • Street lighting • Cycle paths, footpaths, pedestrian areas 	<ul style="list-style-type: none"> • Drains and stormwater maintenance and repairs • Public toilets • Local traffic • Parking • Airports, sea ports, jetties, wharves
Land use planning and other regulatory services	<ul style="list-style-type: none"> • Land use planning • Planning and building permits • Local heritage 	<ul style="list-style-type: none"> • Environmental protection/pollution control • Food and other public health standards



More information?
www.futurelocal.tas.gov.au
LGBoard@dpac.tas.gov.au

**The future
of local
government
review**



Appendix B. Eligible Projects

Your project must satisfy one or more of the following criteria in order to receive funding:

- **Urgent recovery projects** - your project may be eligible for funding if it addresses an immediate recovery need that:
 - remains unmet
 - needs to be addressed on an urgent basis
 - results directly from the 2019-20 bushfires.

For example, your project might involve:

- making urgent repairs to, or replacing, community utilities or infrastructure damaged or destroyed in the bushfires
- giving urgent assistance to members of the community who continue to suffer the effects of having been displaced by the bushfires.

If your project addresses a need that is not sufficiently urgent to qualify under this criterion, you might still be able to rely on another of the criteria listed below. These criteria can support projects with a lesser degree of urgency

- **Projects undertaken in the Australian Capital Territory** - your project may be eligible for funding if it involves bushfire recovery or resilience activities that will be carried out wholly in the Australian Capital Territory.
- **Projects run by local councils** - your project may be eligible for funding if you are local governing body established by or under a law of a State (other than a body whose sole or principal function is to provide a particular service, such as the supply of electricity or water).
- **Projects for the benefit of Indigenous people or communities** - your project may be eligible for funding if it is to be conducted for the benefit of Indigenous people or communities. For instance, your project might:
 - provide employment opportunities specifically to Indigenous Australians, or
 - restore Indigenous cultural sites that were damaged by the bushfires.

The project must be specifically and predominantly for the benefit of Indigenous people or communities. It is not enough that Indigenous people or communities might benefit from the project in common with others.

- **Projects that protect or promote interstate and overseas trade and commerce** - your project may be eligible for funding if it will protect, foster or encourage:
 - trade or commerce between Australia and places outside Australia
 - trade or commerce between the states, or
 - trade or commerce between a state or territory, or between two territories.

For example, this might involve:

- measures designed to revive tourism to affected areas - eg, by building an attraction, hosting an event or upgrading existing tourist facilities in affected areas, so as to attract tourism from other states, territories or countries
- projects to rebuild infrastructure that facilitates trade and commerce between the affected area and other states, territories or countries

- projects to assist businesses located in affected areas to preserve or expand their trading operations with other states, territories or countries with so as to bolster employment in the affected area.

This does not extend to projects that focus on trade and commerce within a single state. Your project could only be funded under this criterion if it is directed predominantly at a kind of trade or commerce outlined above.

- **Projects that are delivered through a relevant communications service** - your project may be eligible for funding if it will be delivered online or by telephone. For instance, this might involve delivering online financial counselling or business advisory services to local businesses affected by the bushfires.
- **Projects that enhance the cultural life of the community** - your project may be eligible for funding if it will help fire-affected individuals or communities to participate in cultural life. This could, for instance, include projects to facilitate community participation in sporting, musical or artistic workshops or events that will restore community morale and cohesion following the 2019-20 bushfires.
- **Projects that preserve or increase employment** - your project may be eligible for funding if it will help to preserve or boost employment in fire-affected communities. This might, for instance, involve:
 - providing training to people who have lost their jobs as a result of the fires to assist them to gain new employment
 - undertaking activities designed to generate employment in affected LGA communities, or that help existing businesses to generate employment.
- **Projects that help to mitigate climate-related risk and damage** - your project may be eligible for funding if it will help the community to adapt to bushfire risks induced by climate change - that is, to address issues or manage risks that the community faces as a result of any enhanced bushfire risk resulting from climate change. This might, for instance, include projects to increase the bushfire resilience of infrastructure, or to strengthen the capacity of the local economy to survive the disruptions caused by bushfires.
- **Projects that address the health impacts of the bushfires** - your project may be eligible for funding if is designed to treat, prevent or manage the mental or physical health impacts of the bushfires. This could, for instance, include projects to provide counselling to people who have, or are at risk of developing, mental health issues in the aftermath of the bushfires.
- **Projects that involve meteorological observations or statistical collection and analysis** - your project may be eligible for funding if it centres on:
 - the making of meteorological observations, or
 - statistical collection and analysis.
 This might, for instance, include:
 - the design of early warning or risk-monitoring systems for the community in respect of bushfire risks arising from extreme weather conditions
 - research into bushfire recovery that revolves around statistical collection and analysis.
- **Projects relating to insurance** - your project may be eligible for funding if it will assist with the insurance of bushfire-related risks. Specifically:

- your project would need to involve mitigation or resilience activities that will reduce the risk of bushfire damage in the community (eg, by increasing the bushfire resilience of community infrastructure)
- your application would need to be accompanied by a clear and verifiable commitment from the insurer that the project would improve insurance affordability (ie, that the insurer would lower a premium or otherwise reduce the cost of the insurance if the project were completed), and
- the relevant insurance must not be insurance provided by the state (including a business owned or controlled by the state).

Application BSBR000190

Application Summary

Application ID

BSBR000190

Application Title

BSBR - CENTRAL HIGHLANDS COUNCIL

Program Name

Black Summer Bushfire Recovery Grants Program

Applicant

CENTRAL HIGHLANDS COUNCIL

Submitted Date

6/08/2021

Program selection

CENTRAL HIGHLANDS COUNCIL

Are you a trustee on behalf of a trust?

No

Do you have an ABN?

Yes

Entity details

ABN

30472494899

Legal name

CENTRAL HIGHLANDS COUNCIL

Business name

CENTRAL HIGHLANDS COUNCIL

Date of registration

1/11/1999

GST Registered

Yes

Are you a charity registered with the Australian Charities and Not-for-profits Commission (ACNC)?

No

Are you a not-for-profit?

No

Program Selection

Program

Black Summer Bushfire Recovery Grants Program

Program Element

Black Summer Bushfire Recovery Grants Program

Eligibility

Select which entity type you are.

an Australian local governing agency or body as defined in section 15 (for example a Council)

Is your project in one or more of the eligible Local Government Areas (LGAs) listed in Appendix A of the grant opportunity guidelines?
Grant opportunity guidelines can be found on [Business.gov.au](https://www.business.gov.au)

Yes

Will your project support the recovery or resilience efforts of communities in eligible Local Government Areas (LGAs) affected by the 2019-20 bushfires?

Yes

Does your project have at least \$20,000 in eligible project expenditure?

Yes

Applicant address

Applicant street address

Is the address located in Australia?

Yes

Address Details

7 Tarleton St
HAMILTON TAS 7140
Australia

Applicant postal address

Is the address located in Australia?

Yes

Address Details

7 Tarleton St
HAMILTON TAS 7140
Australia

About your organisation

We collect the following data from all applicants. We use this data to better understand your organisation and to help us develop better policies and programs.

Indigenous organisations

Is your organisation Indigenous owned?

An organisation is considered Indigenous owned where at least 51% of the organisation's members or proprietors are Indigenous.

No

Is your organisation Indigenous controlled?

An organisation is considered Indigenous controlled where at least 51% of the organisation's board or management committee is Indigenous.

No

Project information

Recovery or Resilience Needs

Identify one or more of the recovery or resilience needs your project aims to support.

You need to select one or more of the kinds of recovery or resilience needs - social recovery and resilience, economic recovery and resilience and/or resilience and recovery of the built environment. See Section 6.1 of the grant opportunity guidelines.

social recovery and resilience

Yes

economic recovery and resilience

No

recovery and resilience of the built environment

Yes

Project Type

Select one or more of the criteria below that best describes/supports your eligible project activities.

See section 6.3.1 of the grant guidelines and Appendix B.

projects that address an urgent and unmet need resulting directly from the 2019-20 bushfires

Yes

enhance the cultural life of the community

No

preserve or increase employment

No

help to mitigate climate-related risk and damage

No

address the health impacts of the bushfires

Yes

benefit of Indigenous people or communities

No

protect or promote interstate and overseas trade and commerce

No

be delivered through a relevant communications service

No

undertaken in the Australian Capital Territory

No

run by local councils

Yes

involve meteorological observations or statistical collection and analysis

No

relate to insurance

No

Project title and description

If your application is successful, we will publish some grant details on GrantConnect and other government publications. Published details include:

- name of the grant recipient
- a project title
- a brief project description and its intended outcome
- amount of grant funding awarded

Provide a project title.

Bronte Park Community 'Get Together' Meeting, Family Area Playground

Provide a brief project description for publication.

Ensure your project description focuses on your project's key activities and outcomes. Outline what it is you are going to do and how it will benefit your community.

The playground will foster community engagement by creating a space for families to come together; it will become a community meeting place and build and strengthen the community connection. The playground would be an investment in community infrastructure and meeting places as well as promote visitation and local tourism. The social networking between parents provides greater social inclusion and community cohesion. This would add to the community amenities (public conveniences, notice board, barbeque and covered seating area) which support community information sharing and build community resilience.

Detailed project description and key activities

This information will be included in your grant agreement if your application is successful.

Provide a detailed description of your project including the project scope and key activities.

The playground will foster community engagement by creating a space for families to come together; it will become a community meeting place and build and strengthen the community connection.

The project is to ensure the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area has a wow experience for children in its own right, Bronte Park is not in a high visitor traffic area of the State. Upgrade of the sealed road from the Lyell Highway to the Bronte Park village in the past 2 years has increased visitor in the area.

The playground will foster community engagement by creating a space for families to come together; it will become a community meeting place and build and strengthen the community connection.

The playground would be an investment in community infrastructure and meeting places as well as promote visitation and local tourism. The social networking between parents provides greater social inclusion and community cohesion. This will add to the community amenities (public conveniences, notice board, barbeque and covered seating area) which support community information sharing and build community resilience.

Project outcomes

This information will be included in your grant agreement if your application is successful.

Provide a summary of the expected project outcomes.

Expected outcomes of your project/initiative?

- invest in community infrastructure and meeting places
- promote visitation and local tourism
- support the development of, or strengthen existing, business networks
- support community information sharing
- strengthen local resourcing by using local business
- support community planning or management that increases community preparedness for natural disasters
- place to build community resilience and support volunteer capacity in future emergency events
- provide social interaction between families and their children, and
- contribute to the revitalization and economy of Bronte Park

Project duration

Your project must be completed in line with the dates provided in the grant opportunity guidelines.

Your project can start upon execution of the grant agreement, estimated to be from January 2022.

You must complete your project by 31 March 2024.

Estimated project start date

04/07/2022

Estimated project end date

30/06/2023

Estimated project length (in months)

12

Project milestones

Provide details on the project milestones including the key activities occurring at each milestone.

The milestone start and end dates must be between the project start and end dates. You can add up to 10 milestones.

Milestone title

Undertake site works

Description

Undertake site works to ensure there is a flat and safe area to install the playground

Estimated start date

4/7/2022

Estimated end date

30/09/2022

Milestone title

Purchase playground equipment

Description

Undertake quotes to purchase playground equipment

Estimated start date

01/08/2022

Estimated end date

19/08/2022

Milestone title

Evaluate quotes and obtain Council approval

Description

Evaluate quotes received and make recommendation to Council

Estimated start date

19/08/2022

Estimated end date

23/09/2022

Milestone title

Installation of playground equipment at Bronte Park

Description

Agree with supplier on the timeline for installation of playground equipment and install playground equipment

Estimated start date

03/10/2022

Estimated end date

30/06/2023

Eligible Local Government Areas (LGAs)

You can only undertake project activities in a Local Government Area (LGA) that has been declared as eligible for assistance under the Disaster Recovery Funding Arrangements (DRFA) for the 2019-20 bushfires. Individual projects may include activities that are undertaken in multiple eligible LGAs. Eligible LGAs are listed in Appendix A.

State

Please select from the list below.

TAS

LGA's Eligible in TAS

Central Highlands

Project location

Project Site 1

Bronte Park General Store
381 Marlborough Rd
BRONTE PARK TAS 7140
Australia

Estimated % of project value expected to be undertaken at site

100

Project budget

Provide a summary of your eligible project expenditure over the life of the project.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We only provide grant funding based on eligible expenditure. Refer to the grant opportunity guidelines for guidance on eligible expenditure.

The minimum project expenditure for this grant opportunity is \$20,000.

You will also be required to attach a detailed project budget later in the application form. Refer to the grant opportunity guidelines for the requirements of the budget.

Please note the below budget limitations:

- Administrative support/overheads (including project management or project co-ordination) (max 10% of the grant)
- Staff training (max 5% of the grant)
- Contingency costs (max 10% of the grant)
- Report on project outcomes (max 5% of the grant)

Project budget summary

Type of expenditure	Head of expenditure	Financial Year	Costs
Project expenditure			\$60,000
	Equipment/ Materials (purchase or hire)		\$45,000
		2021/22	\$0
		2022/23	\$45,000
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Salary		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Contracts		\$15,000
		2021/22	\$0
		2022/23	\$15,000
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Infrastructure / Building, including approvals		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Workshops, conferences and events		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0

Type of expenditure	Head of expenditure	Financial Year	Costs
		2024/25	\$0
		2025/26	\$0
	Domestic travel		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Administrative support/overheads (including project management or project co-ordination)		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Planning, environmental or other regulatory approvals		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Staff training		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Contingency		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0

Type of expenditure	Head of expenditure	Financial Year	Costs
		2024/25	\$0
		2025/26	\$0
	Report on project outcomes		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Other		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
Total project expenditure			\$60,000

Financial Year	Costs
2022/23	\$60,000
Total project expenditure	\$60,000

What is the total project cost including ineligible expenditure not included above?
This is the sum of eligible and non-eligible costs to the project.
 \$ 60,000

Source of funding

In this section you must provide details of how you will fund the project.

The total of all sources of funding should be equal to your total project expenditure in the section above. Sources of funding include

- grant amount sought
- your contribution
- other contributions as allowed in the grant opportunity guidelines.

Grant amount sought

Enter the grant amount sought. We will add GST to this where applicable.
The minimum grant amount under this grant opportunity is \$20,000. The maximum grant amount under this grant opportunity is \$10,000,000.
 \$ 45,000

Your contribution

Enter your organisation name. In the description field, provide additional details. Indicate whether your contribution is sourced from cash flow, loans, equity etc.

Name of contributor

Central Highlands Council

Details of contribution

Contribution Type	Amount	Due Date	Description
Cash	\$15,000	1/07/2022	Site works and landscaping at Bronte Park Community 'Get Together' Meeting, Picnic, Family and Tourist Area
In-Kind	\$0		
Total	\$15,000		

Other non-government contribution

Enter the organisation name. In the description field, provide additional details.

If you have project partners we will ask you for their details later in the application. You must provide their name and their contribution here.

Assessment criteria

We will assess your application based on the weighting given to each criterion and against the indicators listed beneath each criterion. We will only consider funding applications that score at least 50 per cent against each criterion, as these represent best value for money.

The amount of detail and supporting evidence you provide should be commensurate with the project size, complexity and grant amount requested. You should define, quantify and provide evidence to support your answers.

To support your responses you must include mandatory attachments later in the application.

Assessment criterion 1

How your project will assist in community recovery from the 2019-20 bushfires? (Score out of 50)

You should demonstrate this by identifying:

- how your project addresses the recovery or resilience needs of the community directly related to impacts of the 2019-20 bushfires through the adoption of/or investment in one or more of the following benefit areas:**
 - social recovery and resilience needs of the local community may include improving community connections and social inclusion through community development activities, cultural events and workshops, protecting local heritage and addressing disadvantage within the community, preserving Aboriginal cultural heritage and supporting Indigenous communities through activities, workshops and events.
 - economic recovery and resilience needs of the region may include job creation, new businesses, tourism and supporting local producers and suppliers. Projects must support communities, not just individual businesses or organisations.
 - recovery and resilience of the built environment needs may include the improvement or extension of existing infrastructure in a manner that drives economic growth, creates jobs and makes the affected LGA or broader region a more attractive place to live or visit.
- how your project complements, builds on and does not duplicate existing or planned 2019-20 bushfire recovery efforts in the community.**
- the broader benefits that your project will deliver for the region and the community.**

The playground for the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area will provide a safe environment to help to improving community connections and social inclusion through the meeting of families and friends at a central location within the village of Bronte Park. It will also provide members of the community with a central location to address the issues from the impact of the 2019-20 bushfires while building resilience within the community.

The project will increase community connection by:

- Reducing social isolation for children, adults and seniors in the village.
- Improving community resilience between age groups in the community;
- Infrastructure and equipment supports or enables communities to connect, support and rebuild; and
- Rebuilding social fabric.

The project will foster community engagement by creating a space for families to come together to talk and share their learning experiences during the bushfire period.

The facility will provide an area that will allow families to take advantage of long summer days by having a picnic or BBQ together. This project is linked to the Central Highlands Health and Wellbeing Plan as it builds another community meeting place to build and strengthen the community connection, while increasing liveability within the village, build bushfire resilience in local communities that recognises the unique location, risks, hazards and resources available, engage with young people to increase their participation in and commitment to the Central Highlands and will also support tourism infrastructure.

The playground at Bronte Park is an investment into improving local community participation and contributes to vibrant and viable communities.

Bronte Park is located in the Central Highlands on the Marlborough Highway at the southern edge of the Cradle Mountain-Lake St Clair National Park in Tasmania. The surrounding areas of the township were threatened by bushfires over several years. Currently there is no local playground in the area.

The project was identified by around 40 community members during a brainstorming session at the Bradys fire station. Where community members discussed issues regarding the bushfire. One of the main concerns was that there is no community meeting area in the Bronte Park township, since the Bronte Hotel was destroyed by a structure fire on the 23 March 2018 and the Bronte Park Body Corporation has closed off the private recreation ground, which is owned by the body corporation due to increased public liability insurance subscriptions.

Council has been working with local community members to identify an appropriate location for a 'Get Together' meeting, picnic, family area in the Bronte Park township and have leased the site for ten years from the Bronte Park General Store.

The project site is a location next to the Bronte Shop within the Bronte Park township which has been chosen by community members as an ideal location for local community members of Brady's Lake, London lakes, Tarraleah, Waddamana, Miena and Bronte Park to come together as neighbours, friends and communities to have fun and celebrate everything we have in common in the Central Highlands, while working together to ensure wellbeing within our communities.

Council's have completed stage one in the last six months which include following amenities: public toilet, barbeque, covered seating area and community noticeboard.

The community would like Council to install the playground equipment at the site so to encourage more families to use the area, as the nearest playground equipment is 50 kilometres away in Wayatinah and Derwent Bridge. These facilities will improve and enhance local wellbeing, especially after the stress of the bushfires and their aftermath, which caused psychological impact in parts of our communities, especially those who are concerned about or who obtain their livelihoods from having a reasonably intact environment: tourism operators, accommodation providers, trout guides, local shop owners, etc.

The project will also create a focal point for tourists and visitors to the area which will help to stimulate economic growth for the local Bronte Park and Miena shops which employ local residents.

Overall community self-esteem has been enhanced by having a community meeting area in the Bronte Park township, and it will also show there can be a positive outcome from bushfire, the playground would just be the frosting on the cake of our Bronte Park Area.

Assessment criterion 2

Capacity, capability and resources to deliver the project (Score out of 50)

You should demonstrate this by identifying:

- a. your track record managing similar projects and access to personnel and/or partners with the right skills and experience
- b. sound project planning to manage and monitor the project, including scope, implementation methodology, timeframes, budget and risk management planning (including mitigation of health risks associated with the current COVID-19 pandemic).

Over my four years with Central Highlands Council, I have witnessed our Senior Management Teams skills and knowledge to undertake projects at many locations within our municipality (the Central Highlands municipality is one of the most beautiful and unique natural areas in the world, it covers a total area of 8,010 square kilometres 11.6% of the land mass of Tasmania and makes a significant and increasing contribution to the economic wealth of Tasmania) Council's resources may only look small on paper, however our dedicated team (total EFTs of 35 employees) work above their weight to achieve goals that other councils can only dream about.

Our capital projects range from between \$5000 and \$4 million dollars, they have been completed on time in some of the most challenging weather conditions as snow covers a lot of our municipality during bad south-westerly weather patterns. Hence our project management skills are essential to ensure we can achieve the goals and objectives set within our annual operating plan during tough conditions.

Our capital works project budget is around \$2 million to \$4 million dollars per year for the past four years. We have an operating budget of around \$5 million per year and revenue of around \$7 million, Council sets aside a little over \$2 million each year of this revenue for depreciation and amortisation. This \$2 million per annum is used for asset capital renewal to ensure Council's current infrastructure is at a good standard. The projected level of capital expenditure for the renewal and rehabilitation of infrastructure assets is consistent with Council's 10 year capital works program

Even during the COVID-19 pandemic Council has had a solid track record of managing projects of this size and a lot bigger up to \$4 million dollars, for example our Works and Service Manager has a high level of project management skills that has enabled him to complete projects like stage one of the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area which had a budget of \$140,000 to build the following amenities over the past six months: public toilet, barbeque, covered seating area and community noticeboard, during very bad weather conditions when we had weeks of snow covering the Bronte Park area and drainage issues due the landscape of the area being mostly rock.

Our Senior Management Team have a combined total of 90 years of local government experience and the following skill sets are present within team members: sound project planning to manage and monitor projects between \$5000 and \$4 million dollars, ability to work to timeframes, high level of budget skills, ability to undertake risk management assessments and successful teamwork skills which are a vital aspect to achieve our organisational goals.

Our Senior Management Team enjoys the challenge of working under pressure and perform effectively in these circumstances. In the team environment our General Manager puts into effect informal strategic plans, delegating responsibilities to subordinates members of the team, so to ensure solutions to issues were achieved in the least possible time. The projects we have achieved during this COVID period required extensive planning, organisation and implementation of projects from feasibility through to completion.

Our Senior Management Team have developed these skills as demonstrated by their proven ability to motivate other members within the organisation in the sense that they can lead others within the organisation to pursue goals that are beneficial to the municipality. I believe they do this by clearly identifying and explaining goals, identifying with teams and individuals their responsibilities to achieve these and creating a supportive work environment in which team members become motivated.

For this motivational environment to be created our Senior Management Team have needed to build relationships based on trust, honesty, open communication, and respect. These relationships have enabled them to motivate myself and other individuals to work towards common goals so we can achieve our project outcomes. These goals have provided our organisation with a vehicle to test the ability and skills of our

Senior Management Team and other team members under a range of different functions, by raising or lowering the pressure of a task. The tasks our Senior Management Team have delegated to themselves and our individuals within the team are a way of ensuring that they are all striving for self-actualisation. Our Senior Management Team have found when they are at the self-actualisation level, they have the ability to stimulate a range of motives within the team that have little to do with material rewards. Our dynamic team believe that they are capable of completing this project within the budget and timelines of this grant application, taking into consideration all risks that have been identified in our risk management spreadsheet.

Project partners

If applicable, provide details about all project partners

For details about project partner contributions refer to the grant opportunity guidelines.

Project partner

No Project partners found for this Application.

Bank Account Details

If your application is successful we will need to set up a payment process to pay your grant. We need your bank account details to do this. If your application is not successful we will not process these details.

Account Name

Central Highlands Council

BSB

067101

Account Number

28044666

Payment Contact

We will send the payment remittance advice to this person. All other notifications are sent to the primary contact whose details you provide on the last page of this application.

Title

Mrs

Given name

Sharee

Family Name

Nichols

Position Title

Senior Administration Officer

Email address

snichols@centralhighlands.tas.gov.au

Phone number

0362863202

Application finalisation

Conflict of interest

Do you have any perceived or existing conflicts of interest to declare?

Refer to the grant opportunity guidelines for further information on your conflict of interest responsibilities.

No

Program feedback

How did you hear about this grant opportunity?

Direct mail/email

Additional information

You should attach any additional supporting documentation here. You should only attach documents that we have requested or you have referred to in your application.

Project plan

A detailed project plan that includes a risk assessment plan.

PROJECT PLAN - Playground Equipment Bronte Park.pdf

Project budget

A detailed project budget that identifies costs under each head of expenditure and includes an explanation of how the costs were determined. Include any third party contributions.

PROJECT BUDGET Playground Equipment Bronte Park.pdf

Evidence of community support

This could include items such as letters of support for your project and testimonials.

Letter of Support Wayne Turale Bronte Park.pdf

Letter of Support HATCH.pdf

Letter of Support Trout Guides.pdf

Evidence of landownership or environmental approvals (where applicable)

Where the proposed project site/s are not owned or managed by you, written consent is required from the property owner and/or property manager that allows for the implementation of the proposed project on each project site.

Signed lease agreement 23 June 2020.pdf

Trust documents

Where you have indicated your entity type is a trustee applying on behalf of a trust, you must attach trust documents showing the relationship of the incorporated trustee to the trust. If your trust deed is too large or you cannot upload your document please contact us via BSBR@industry.gov.au.

Primary contact

Title

Mr

Given Name

Adam

Family Name

Wilson

Position Title

Deputy General Manager

Email Address

awilson@centralhighlands.tas.gov.au

Phone Number

0362863202

Mobile Number

0459308647

Business postal address of the primary contact**Is the address located in Australia?**

Yes

Address Details

6 Tarleton St

HAMILTON TAS 7140

Australia

Declaration

Applicant declaration – WWC

Privacy and confidentiality provisions

I acknowledge that this is an Australian Government program and that the Department of Industry, Science, Energy and Resources (the department) will use the information I provide in accordance with the following:

- Australian Government Public Data Policy Statement
- Commonwealth Grants Rules and Guidelines
- grant opportunity guidelines
- applicable Australian laws.

Accordingly, I understand that the department may share my personal information provided in this application within this department and other government agencies:

- a. for purposes directly related to administering the program, including governance, research and the distribution of funds to successful applicants
- b. to facilitate research, assessment, monitoring and analysis of other programs and activities

unless otherwise prohibited by law.

I understand that where I am successful in obtaining a grant, the financial information that I provide for the purposes of payment will be accessible to departmental staff to enable payments to be made through the department's accounts payable software system.

I understand that information that is deemed 'confidential' in accordance with the grant opportunity guidelines may also be shared for a relevant Commonwealth purpose.

The department will publish information on individual grants in the public domain, including on the department's website, unless otherwise prohibited by law.

Applicant declaration

I declare that I have read and understood the grant opportunity guidelines, including the privacy, confidentiality and disclosure provisions.

I declare that the proposed project outlined in this application and any associated expenditure has been endorsed by the applicant's board/management committee 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 together with any statement provided is, to the best of my knowledge, accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code Act 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 agree to participate in the periodic evaluation of the services undertaken by the department.

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

I understand that the applicant is responsible for ensuring that it has met relevant state or territory legislation obligations related to working with children, and that any person that has direct, unsupervised contact with children as part of a project under this grant opportunity, has undertaken and passed, a working with children check, if required under relevant state or territory legislation. The applicant is also responsible for assessing the suitability of people engaged on this project to ensure children are kept safe.

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 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's Investigations Standards and Commonwealth Fraud Control Framework and/or for a grant under management, terminating a grant agreement between the Commonwealth and the grantee including recovering funds already paid.

I declare that I am authorised to submit this form on behalf of the applicant and acknowledge that this is the equivalent of signing this application.

By checking this box I agree to all of the above declarations and confirm all of the above statements to be true

Yes



Australian Government

Department of Industry, Science, Energy and Resources

Department of the Prime Minister and Cabinet

Grant Opportunity Guidelines

Black Summer Bushfire Recovery Grants Program

Opening date:	22 July 2021
Closing date and time:	5.00pm Australian Eastern Standard Time on 2 September 2021 Please take account of time zone differences when submitting your application.
Commonwealth policy entity:	National Recovery and Resilience Agency
Administering entity:	Department of Industry, Science, Energy and Resources
Enquiries:	If you have any questions, contact us on BSBR@industry.gov.au or 13 28 46.
Date guidelines released:	1 July 2021
Type of grant opportunity:	Open competitive

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1. Black Summer Bushfire Recovery Grants processes

The Black Summer Bushfire Recovery Grants program is designed to achieve Australian Government objectives

This grant opportunity is part of the above grant program which contributes to the National Recovery and Resilience Agency's Outcome 1. The National Recovery and Resilience Agency works with stakeholders to plan and design the grant program according to the [Commonwealth Grants Rules and Guidelines](#)



The grant opportunity opens

We publish the grant guidelines on business.gov.au and GrantConnect.



You complete and submit a grant application

You complete the application form, addressing all the eligibility and assessment criteria in order for your application to be considered.



We assess all grant applications

We review the applications against eligibility criteria and notify you if you are not eligible. We assess eligible applications against the assessment criteria including an overall consideration of value with relevant money and compare it to other eligible 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 successful applicants. The type of grant agreement is based on the nature of the grant and 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 Black Summer Bushfires Recovery Grants Program

We evaluate the specific grant activity and Black Summer Bushfire Recovery Grants program as a whole. We base this on information you provide to us and that we collect from various sources.

2. About the National Bushfire Recovery Fund

The Australian Government has committed over \$2 billion to the National Bushfire Recovery Fund to support communities impacted by the 2019-20 bushfires. As part of this support, the \$276 million Black Summer Bushfire Recovery Grants program will address community priorities for recovery.

2.1. About the Black Summer Bushfire Recovery grant opportunity

These guidelines contain information about the Black Summer Bushfire Recovery Grants program grant opportunity that will run from 2021-22 to 2023-24.

The objective of this grant opportunity is to support the recovery efforts of communities in eligible Local Government Areas (LGAs) affected by the 2019-20 bushfires and enables them to apply for projects that address community recovery needs within their own timeframes.

The Australian Government will directly fund successful applicants to conduct a range of projects designed to support the social and economic recovery, and restoration of the built environment in those communities.

The objectives of the grant opportunity are to:

- support recovery and resilience of communities impacted by the 2019-20 bushfires, and
- build stronger communities by supporting social, economic and built environment recovery.

The intended outcomes of the grant opportunity are to:

- empower local communities to address bushfire recovery priorities, including through creation of jobs, sustainable infrastructure and community investment targeted at the specific needs of the community, and
- rebuild and grow the economy of the local communities impacted by the bushfires.

The Black Summer Bushfire Recovery Grants program will complement and build on bushfire recovery activities implemented by communities since the 2019-20 bushfires, including projects supported through Local Economic Recovery funding.

Projects previously submitted for funding under other programs, but have not been successful in receiving funding, may apply for support under this grant opportunity.

This document sets out:

- the eligibility and assessment criteria
- how we consider and assess grant applications
- how we notify applicants and enter into grant agreements with grantees
- how we monitor and evaluate grantees' performance
- responsibilities and expectations in relation to the opportunity.

The Department of Industry, Science, Energy and Resources (the department) is responsible for administering this grant opportunity on behalf of the National Recovery and Resilience Agency.

We have defined key terms used in these guidelines in the glossary at Section 15.

You should read this document carefully before you fill out an application.

We administer the program according to the [Commonwealth Grants Rules and Guidelines](#) (CGRGs)¹.

¹ <https://www.finance.gov.au/government/commonwealth-grants/commonwealth-grants-rules-guidelines>

3. Grant amount and grant period

For this grant opportunity approximately \$276 million is available over three years from 2021-22 to 2023-24.

3.1. Grants available

The grant amount will be up to 100 per cent of eligible project expenditure (grant percentage).

- The minimum grant amount is \$20,000.
- The maximum grant amount is \$10 million.

You may seek additional contributions from third parties for your project. These do not count toward the minimum or maximum grant amount.

We cannot fund your project if it has already received funding from another Commonwealth, state, territory or local government grant for the same activities. You can apply for funding under other programs but if you are successful, you need to decide under which program you wish to be funded.

3.2. Project Period

You must complete your project by 31 March 2024.

4. Eligible locations

4.1. Eligible Local Government Areas

You can only undertake eligible activities in the Local Government Areas (LGAs) listed at Appendix A. These LGAs have been declared as eligible for assistance under the Disaster Recovery Funding Arrangements for the 2019-20 bushfires.

Each eligible LGA has the opportunity to receive a share of the funding based on the relative impact of, and economic exposure associated with, the 2019-20 bushfires.

While many LGAs that have been impacted by the 2019-20 bushfires have also been impacted by other disasters including COVID-19 and floods, the Black Summer Bushfire Recovery Grants are intended to address community bushfire recovery priorities. Other programs may be available to support recovery from COVID-19 and other natural disasters.

4.2. Funding per eligible Local Government Area

A funding envelope has been allocated to each eligible LGA to ensure all LGAs have the opportunity to receive funding. Each eligible LGA has been assigned to one of two categories based on the impact of the bushfires on the LGA (also at Appendix A):

- Category 1: a funding envelope of up to \$4.5 million per LGA.
- Category 2: a funding envelope of up to \$1.6 million per LGA.

This allocation will ensure equity between applicants and eligible LGAs as well as geographical spread from the order of ranking.

The highest ranked project(s) in each LGA will be recommended for funding until the funding envelope is reached. Projects may not receive the full grant amount requested.

If an LGA does not have sufficient meritorious applications within the funding envelope, unallocated funding will be pooled. Remaining meritorious projects will be recommended for funding from the pool in order of ranking until grant funds are exhausted, this could include providing additional

funding for projects already approved for another LGA where the maximum funding has not been reached.

If the project is located in multiple LGAs the amount of funding assigned to the LGA would be commensurate with the cost of activities being undertaken within the LGA.

5. Eligibility criteria

We cannot consider your application if you do not satisfy all eligibility criteria.

5.1. Who is eligible to apply for a grant?

To be eligible you must:

- have an Australian Business Number (ABN)

and be one of the following entities:

- an entity incorporated in Australia
- a company limited by guarantee
- an incorporated association
- an incorporated not for profit organisation
- a non-distributive co-operative
- an incorporated trustee on behalf of a trust
- an Aboriginal and/or Torres Strait Islander Corporation registered under the [Corporations \(Aboriginal and Torres Strait Islander\) Act 2006](#)
- an Australian local governing agency or body as defined in Section 15 (for example, a Council)
- an Australian Capital Territory government agency or body.

Joint applications are acceptable, provided you have a lead organisation who is the main driver of the project and is eligible to apply. For further information on joint applications, refer to Section 8.2.

5.2. Additional eligibility requirements

Project activities must be undertaken in an LGA that has been declared as eligible for assistance under the Disaster Recovery Funding Arrangements (DRFA) for the 2019-20 bushfires. Individual projects may include activities that are undertaken in multiple eligible LGAs. Eligible LGAs are listed in Appendix A.

We cannot waive the eligibility criteria under any circumstances.

5.3. Who is not eligible?

You are not eligible to apply if you are:

- an entity not included in Section 5.1
- an individual
- a partnership
- a trust (however, an incorporated trustee may apply on behalf of a trust)
- a Commonwealth or state government agency or body (including government business enterprises) with the exception of those entities referred to in Section 5.1
- a Regional Development Australia Committee

- an organisation, or your project partner is an organisation, included on the National Redress Scheme's website on the list of 'Institutions that have not joined or signified their intent to join the Scheme' (www.nationalredress.gov.au)
- an organisation that has been named by the Workplace Gender Equality Agency as an organisation that has [not complied](#) with [Workplace Gender Equality Act 2012](#).

5.4. What qualifications or skills are required?

If you are successful, relevant personnel working on the project must maintain relevant registration/checks appropriate to the project, such as the following:

- Working with Children check
- Working with Vulnerable People registration.

6. What the grant money can be used for

6.1. Eligible activities

To be eligible for a grant your project must:

- be aimed at supporting community recovery or resilience from the 2019-20 bushfires
- be delivered in one or more eligible LGAs listed in Appendix A
- include eligible activities consistent with project activities listed below
- have at least \$20,000 in eligible expenditure.

Your project must address one or more of the following kinds of recovery or resilience needs:

- **social recovery and resilience** - for example, community development programs and activities to help affected individuals and communities to reconnect and support mental and physical wellbeing and recovery from the immediate effects of the bushfires
- **economic recovery and resilience** - for example, projects that help the community (and not just an individual business) to recover from the immediate economic impact of the bushfires by boosting employment and industries in eligible LGAs impacted by the fires
- **recovery and resilience of the built environment** - for example, projects to rebuild infrastructure damaged by the bushfires.

Your project must satisfy one or more of the following criteria in order to receive funding:

- address an urgent and unmet need resulting directly from the 2019-20 bushfires
- enhance the cultural life of the community
- preserve or increase employment
- help to mitigate climate-related risk and damage
- address the health impacts of the bushfires
- benefit of Indigenous people or communities
- protect or promote interstate and overseas trade and commerce, such as tourism related activities or rebuilding infrastructure between states and territories to facilitate commercial activities.
- be delivered through a relevant communications service such as a the delivery of an online counselling service or business advisory service to local businesses affected by the bushfires

- involve meteorological observations or statistical collection and analysis, this can include the design of early warning or risk-monitoring systems or research into bushfire recovery.
- relate to insurance, such as projects involving mitigating or resilience activities to reduce the risk of bush fire damage in the community or an activity with a clear commitment from your insurer that the project may improve insurance affordability
- run by a local council
- undertaken in the Australian Capital Territory.

For further details regarding eligible projects, refer to Appendix B.

6.2. Eligible expenditure

You can only spend grant funds on eligible expenditure you have incurred on an agreed project as defined in your grant agreement.

To be eligible, expenditure must:

- be a direct cost of the project
- be incurred by you for required project audit activities.

You must incur the project expenditure between the project start and end date for it to be eligible unless stated otherwise.

Eligible expenditure items may include:

- purchase (or hire or lease) of equipment and materials to support eligible project activities for example, building materials, ICT cabling, fit out of the infrastructure, fixed furniture, landscaping
- salaries and on-costs for personnel directly employed in delivering the project activities (this should be calculated on a pro-rata basis relative to their time commitment). This excludes project management or project co-ordination costs which are covered under administrative support below
- staff training that directly supports the achievement of project outcomes (maximum 5 per cent of the grant)
- contract expenditure, the cost of any agreed project activities that you contract to others directly relating to the program objectives
- external labour and external consulting expenditure to cover the cost of contracting others to undertake core elements of the project related to construction and may include architect services, design services, project management, quantity surveying and building services
- workshops and conferences, including venue hire, catering and networking costs
- community events, including exhibitions and cultural heritage events
- building modifications where you own the modified asset and the modification is required to undertake the project
- contingency costs up to a maximum of 10 per cent of the eligible project costs. Note that we make payments based on actual costs incurred
- domestic travel to and from the on-ground location limited to the reasonable cost of accommodation and transportation required to conduct the agreed project activities
- administrative support and overheads additional to the normal day to day running costs of the organisation, including project management or project co-ordination (maximum 10 per cent of the grant)

- costs you incur in order to obtain planning, environmental or other regulatory approvals during the project period. However, associated fees paid to the Commonwealth, state, territory and local governments are not eligible
- financial auditing of project expenditure
- reporting on project outcomes (maximum 5 per cent of the grant).

You are encouraged to use local materials, suppliers and labourers, where possible.

We may update the guidance on eligible and ineligible expenditure from time to time. If your application is successful, the version in place when you submitted your application applies to your project.

If your application is successful, we may ask you to verify project costs that you provided in your application. You may need to provide evidence such as quotes for major costs.

Not all expenditure on your project may be eligible for grant funding. The Program Delegate (who is a manager within the department with responsibility for the program) makes the final decision on what is eligible expenditure and may give additional guidance on eligible expenditure if required.

You may elect to commence your project from the date we notify you that your application is successful. We are not responsible for any expenditure you incur until such time as a grant agreement is executed. The Commonwealth will not be liable, and should not be held out as being liable, for any activities undertaken before the grant agreement is executed.

6.3. What you cannot use the grant for

Expenditure items that are not eligible include:

- projects that replace, restore, or improve the natural environment including wildlife and habitat
- purchase of land or existing infrastructure, including the costs associated with sub-division of land
- repair or replacement of existing infrastructure where there is no demonstrated significant increase in benefit to the community
- purchase and installation of manufacturing equipment
- ongoing operating costs, including utilities
- ICT equipment, including software or hardware that is not an integral part of the funded infrastructure project
- payment of salaries for the applicant's employees where the activity is not directly related to the project
- project overhead items including office equipment, vehicles or mobile capital equipment. Examples include trucks and earthmoving equipment and the applicant's internal plant operating costs
- business case development and feasibility studies
- costs related to registered training organisation training activities
- business as usual operational expenses, including communications, accommodation, office computing facilities, printing and stationery, postage, legal and accounting fees and bank charges
- writing the application and reporting for the grant
- making donations, gifts and sponsorships

- pre-construction activities, including architect services, design, surveying, planning, environmental or other regulatory approvals, that exceed 20 per cent of the total eligible project expenditure
- fees paid to the Commonwealth, state, territory and local governments to obtain planning, environmental or other regulatory approvals.

This list is not exhaustive and applies only to the expenditure of the grant funds. Other costs may be ineligible where the Program Delegate determines they do not directly support the achievement of the planned outcomes for the project or, they are contrary to the objective of the program.

You must ensure you have adequate funds to meet the costs of any ineligible expenditure associated with the project.

7. The assessment criteria

You must address all assessment criteria in your application. We will then assess your application based on the assessment criteria below.

The application form asks questions that relate to the assessment criteria below. The amount of detail and supporting evidence you provide in your application should be relative to the project size, complexity and grant amount requested. You should provide evidence to support your answers. The application form displays word and size (of file) limits for answers.

We will only consider funding applications that score at least 50 per cent against each assessment criterion, as these represent best value for money.

7.1. Assessment criterion 1

How your project will assist in community recovery from the 2019-20 bushfires (50 points)

You must demonstrate this by describing:

- how your project addresses the recovery or resilience needs of the community directly related to impacts of the 2019-20 bushfires through the adoption of/or investment in one or more of the following:
 - **social recovery and resilience needs** of the local community may include supporting mental and physical wellbeing and recovery, improving community connections and social inclusion through community development activities, cultural events and workshops, protecting local heritage and addressing disadvantage within the community, preserving Aboriginal cultural heritage and supporting Indigenous communities through activities, workshops and events.
 - **economic recovery and resilience needs** of the region may include job creation, new businesses, tourism and supporting local producers and suppliers. Projects must support communities, not just individual businesses or organisations.
 - **recovery and resilience of the built environment needs** may include the improvement or extension of existing infrastructure in a manner that drives economic growth, creates jobs and makes the affected LGA or broader region a more attractive place to live or visit.
- how your project complements, builds on and does not duplicate existing or planned 2019-20 bushfire recovery efforts in the community.
- the broader benefits that your project will deliver for the region and the community.

7.2. Assessment criterion 2

Capacity, capability and resources to deliver the project (50 points)

You should demonstrate this by identifying:

- a. your track record managing similar projects and access to personnel and/or partners with the right skills and experience
- b. sound project planning to manage and monitor the project, including scope, implementation methodology, timeframes, budget and risk management planning (including mitigation of health risks associated with the current COVID-19 pandemic).

8. How to apply

Before applying you should read and understand these guidelines, the sample [application form](#) and the sample [grant agreement](#) published on business.gov.au and GrantConnect.

The National Recovery and Resilience Agency will arrange support for potential applicants. This could include local workshops and webinars delivered across bushfire-affected regions. We will publish further information on this support on business.gov.au and the National Recovery and Resilience Agency website.

To apply, you must:

- complete the online [application form](#) via business.gov.au
- provide all the information requested
- address all eligibility and assessment criteria (including by explaining why your proposed project is an eligible activity)
- include all necessary attachments.

You can view and print a copy of your submitted application on the portal for your own records.

You are responsible for making sure your application is complete and accurate. Giving false or misleading information is a serious offence under the *Criminal Code Act 1995* (Cth). If we consider that you have provided false or misleading information we may not progress your application. If you find an error in your application after submitting it, you should call us immediately on 13 28 46.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your submission after the application closing time.

If you need further guidance around the application process, or if you are unable to submit an application online, [contact us](#) at business.gov.au or by calling 13 28 46.

8.1. Attachments to the application

You must provide the following documents with your application:

- a project plan, including risk assessment
- project budget, including any third party contributions
- evidence of community support (such as letters of support or testimonials)
- evidence of land ownership, where the proposed project site/s are not owned or managed by you, written consent is required from the property owner and/or property manager that allows for the implementation of the proposed project on each project site (where applicable)
- trust deed (where applicable).

You must attach supporting documentation to the application form in line with the instructions provided within the form. You should only attach requested documents. The level of information provided should be commensurate with the grant amount requested. For example, we expect a short project plan for a grant amount of \$300,000 or less, but for a larger grant amount, we expect a more comprehensive project plan.

We will not consider information in attachments that we do not request.

8.2. Joint applications

We recognise that some organisations may want to join as a group to collectively deliver a project. In these circumstances, you must appoint a lead organisation. Only the lead organisation can submit the application form and enter into the grant agreement with the Commonwealth. The application should identify all other members of the proposed group and include a letter of support from each of the project partners. Each letter of support should include:

- details of the project partner
- an overview of how the project partner will work with the lead organisation and any other project partners in the group to successfully complete the project
- an outline of the relevant experience and/or expertise the project partner will bring to the group
- the roles/responsibilities the project partner will undertake, and the resources it will contribute (if any), and
- details of a nominated management level contact officer.

You must have a formal arrangement in place with all parties prior to execution of the grant agreement.

8.3. Timing of grant opportunity

You can only submit an application between the published opening and closing dates. We cannot accept late applications.

We expect that projects can start anytime from January 2022 onwards and must end by 31 March 2024.

Table 1: Expected timing for this grant opportunity

Activity	Timeframe
Assessment of applications	September 2021
Approval of outcomes of selection process	October 2021
Negotiations and award of grant agreements	November 2021
Notification to unsuccessful applicants	December 2021
Earliest start date of project	From notification that you are successful, or as agreed (if a later date is proposed)
Project completion date	31 March 2024
End date of grant commitment	30 June 2024

9. The grant selection process

We first review your application against the eligibility criteria, and determine whether it involves an eligible activity. If your application passes this stage, we will then assess it against the assessment criteria. Only eligible applications will proceed to the assessment stage.

We consider your application on its merits, based on:

- how well it meets the criteria
- how it compares to other applications
- whether it provides value with relevant money.

When assessing whether the application represents value with relevant money, we will have regard to:

- the overall objectives of the grant opportunity
- the evidence provided to demonstrate how your project contributes to meeting those objectives
- the relative value of the grant sought.

9.1. Who will assess applications?

We will assess your application against the assessment criteria and compare it to other eligible applications before providing the outcomes of this assessment to a Committee.

The Committee, chaired by the Coordinator-General of the National Recovery and Resilience Agency, will include representatives from relevant Commonwealth departments and agencies. The Committee will assess the merits of each application and have regard to the geographical spread of proposed projects in the eligible LGAs. The Committee may also seek additional advice from independent technical experts as well as local knowledge through the engagement network of the National Recovery and Resilience Agency.

The Committee will recommend which projects to fund, ensuring that projects are clearly and directly related to community recovery or resilience from the 2019-20 bushfires and align with Commonwealth responsibilities.

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

You cannot make any material alteration or addition to your application, but if the selection process identifies unintentional errors in your application, we may contact you to correct or clarify the errors.

9.2. Who will approve grants?

The Minister for Emergency Management decides which grants to approve taking into account the recommendations of the Committee and the availability of grant funds.

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

- the grant approval
- the grant funding to be awarded
- any conditions attached to the offer of grant funding.

We cannot review decisions about the merits of your application.

The Minister will not approve funding if there are insufficient program funds available across relevant financial years for the program.

10. 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.

If you are unsuccessful, we will give you an opportunity to discuss the outcome with us. We cannot however, review decisions about your application.

11. Successful grant applications

11.1. Grant agreement

If you are successful, you will be required to enter into a legally binding grant agreement with the Commonwealth. We use two types of grant agreements in this program. Our selection will depend on the size and complexity of your project. Each grant agreement has general terms and conditions that cannot be changed. Sample [grant agreements](#) are available on [business.gov.au](#) and GrantConnect.

We must execute a grant agreement with you before we can make any payments. Execute means both you and the Commonwealth have signed the agreement. You may elect to commence your project from the date we notify you that your application is successful. We are not responsible for any expenditure you incur until a grant agreement is executed. The Commonwealth will not be liable, and should not be held out as being liable, for any activities undertaken before the grant agreement is executed.

The approval of your grant may have specific conditions determined by the assessment process or other considerations made by the Minister. We will identify these in the offer of grant funding.

If you enter an agreement under the Black Summer Bushfire Recovery Grants, you cannot receive other grants from other Commonwealth, state or territory grant programs for the specific activities of this grant agreement.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

You will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth. During this time, we will work with you to finalise details.

The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information you provide in your application. We will review any required changes to these details to ensure they do not impact the project as approved by the Minister.

11.2. Project/Activity specific legislation, policies and industry standards

You must comply with all relevant laws and regulations in undertaking your project. You must also comply with the specific legislation/policies/industry standards that follow. It is a condition of the grant funding that you meet these requirements. We will include these requirements in your grant agreement.

11.2.1. Child Safety Requirements

You must comply with all relevant legislation relating to the employment or engagement of anyone working on the project that may interact with children, including all necessary working with children checks.

You must implement the [National Principles for Child Safe Organisations](#)² endorsed by the Commonwealth.

You will need to complete a risk assessment to identify the level of responsibility for children and the level of risk of harm or abuse, and put appropriate strategies in place to manage those risks. You must update this risk assessment at least annually.

You will also need to establish a training and compliance regime to ensure personnel are aware of, and comply with, the risk assessment requirements, relevant legislation including mandatory reporting requirements and the National Principles for Child Safe Organisations.

You will be required to provide an annual statement of compliance with these requirements in relation to working with children.

11.2.2. Building and construction requirements

Wherever the government funds building and construction activities, the following special regulatory requirements apply.

- *Code for the Tendering and Performance of Building Work 2016* ([Building Code 2016](#))³
- Australian Government Building and Construction WHS Accreditation Scheme ([WHS Scheme](#))⁴

These regulations are subject to the level of funding you receive as outlined below.

11.2.2.1. Building Code

The Building Code is administered by relevant State and Territory administrations under relevant State or Territory legislation on behalf of the [Australian Building and Construction Commission](#).⁵

The Building Code applies to all construction projects funded by the Australian Government through grants and other programs where:

- the value of Australian Government contribution to a project is at least \$5 million and represents at least 50 per cent of the total construction project value; or

² <https://www.humanrights.gov.au/our-work/childrens-rights/national-principles-child-safe-organisations>

³ <https://www.abcc.gov.au/building-code/building-code-2016>

⁴ <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditationscheme/pages/theaccreditationscheme>

⁵ <https://www.abcc.gov.au/>

- regardless of the proportion of Australian Government funding, where the Australian Government contribution to a project is \$10 million or more.

11.2.2.2. WHS Scheme

The WHS Scheme is administered by the [Office of the Federal Safety Commissioner](#)⁶.

The Scheme applies to projects that are directly or indirectly funded by the Australian Government where:

- the value of the Australian Government contribution to the project is at least \$6 million and represents at least 50 per cent of the total construction project value; or
- the Australian Government contribution to a project is \$10 million (GST inclusive) or more, irrespective of the proportion of Australian Government funding; and
- a head contract under the project includes building work of \$4 million or more (GST inclusive).

11.3. How we pay the grant

The grant agreement will state the:

- maximum grant amount we will pay
- proportion of eligible expenditure covered by the grant (grant percentage)
- any financial contribution provided by you or a third party.

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

We will make payments according to an agreed schedule set out in the grant agreement.

Payments are subject to satisfactory progress on the project.

For grants over \$50,000 or more, we set aside 10 per cent of the total grant funding for the final payment. We will pay this when you submit a satisfactory end of project report demonstrating you have completed outstanding obligations for the project. We may need to adjust your progress payments to align with available program funds across financial years and/or to ensure we retain a minimum 10 per cent of grant funding for the final payment.

11.4. Tax obligations

If you are registered for the Goods and Services Tax (GST), where applicable we will add GST to your grant payment and provide you with a recipient created tax invoice. You are required to notify us if your GST registration status changes during the project period. GST does not apply to grant payments to government related entities⁷.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the [Australian Taxation Office](#). We do not provide advice on tax.

12. Announcement of grants

We will publish non-sensitive details of successful projects on GrantConnect within 21 calendar days after the date of effect. We are required to do this by the [Commonwealth Grants Rules and](#)

⁶ <http://www.fsc.gov.au/sites/FSC>

⁷ See Australian Taxation Office ruling GSTR 2012/2 available at ato.gov.au

[Guidelines](#) unless otherwise prohibited by law. We may also publish this information on business.gov.au. This information may include:

- name of your organisation
- title of the project
- description of the project and its aims
- amount of grant funding awarded
- Australian Business Number
- business location
- your organisation's industry sector.

13. How we monitor your grant activity

13.1. 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, particularly if they 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
- 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 project and provide an opportunity for the Minister or their representative to attend.

13.2. Reporting

You must submit reports in line with the grant agreement. We will provide the requirements for these reports as appendices in the grant agreement. We will remind you of your reporting obligations before a report is due. We will expect you to report on:

- progress against agreed project milestones
- project expenditure, including expenditure of grant funds
- contributions of participants directly related to the project.

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

We will monitor the progress of your project by assessing reports you submit and may conduct site visits 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.

13.2.1. Progress reports

Progress reports must:

- include details of your progress towards completion of agreed project activities
- show the total eligible expenditure incurred to date

- include evidence of expenditure
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant project activities).

We will only make grant payments when we receive satisfactory progress reports.

You must discuss any project or milestone reporting delays with us as soon as you become aware of them.

13.2.2. End of project report

When you complete the project, you must submit an end of project report.

End of project reports must:

- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred for the project
- include a declaration that the grant money was spent in accordance with the grant agreement and to report on any underspends of the grant money
- be submitted by the report due date.

13.2.3. Ad-hoc reports

We may ask you for ad-hoc reports on your project. This may be to provide an update on progress, or any significant delays or difficulties in completing the project.

13.3. Independent audits

We may ask you to provide an independent audit report. An audit report will verify that you spent the grant in accordance with the grant agreement. The audit report requires you to prepare a statement of grant income and expenditure. The financial acquittal report template is attached to the sample grant agreement available on business.gov.au and GrantConnect.

13.4. Compliance visits

We may visit you during the project period, 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.

13.5. Grant agreement variations

We recognise that unexpected events may affect project progress. In these circumstances, you can request a variation to your grant agreement, including:

- changing project milestones
- extending the timeframe for completing the project up until 31 March 2024.
- changing project activities

The program does not allow for an increase of grant funds.

If you want to propose changes to the grant agreement, you must put them in writing before the grant agreement end date. We can provide you with a variation request template.

If a delay in the project causes milestone achievement and payment dates to move to a different financial year, you will need a variation to the grant agreement. We can only move funds between financial years if there is enough program funding in the relevant year to allow for the revised payment schedule. If we cannot move the funds, you may lose some grant funding.

You should not assume that a variation request will be successful. We will consider your request based on factors such as:

- how it affects the project outcome
- consistency with the program policy objective, grant opportunity guidelines and any relevant policies of the department
- changes to the timing of grant payments
- availability of program funds.

13.6. Evaluation

The National Recovery and Resilience Agency may use information from your application and project reports to evaluate the grant opportunity and to measure how well the outcomes and objectives have been achieved. They may also interview you, or ask you for more information to better understand how the grant assisted you and to evaluate how effective the program was in achieving its outcomes.

They may contact you up to two years after you finish your project for more information to assist with this evaluation.

13.7. Grant acknowledgement

If you make a public statement about a project funded under the program, including in a brochure or publication, you must acknowledge the grant by using the following:

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

If you erect signage in relation to the project, the signage must contain an acknowledgement of the grant.

14. Probity

We will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRGs.

14.1. 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 our 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 member of an external panel
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/ grant opportunity.

As part of your application, we will ask you to declare any perceived or existing conflicts of interests or confirm 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 us in writing immediately.

Conflicts of interest for Australian Government staff are handled as set out in the Australian [Public Service Code of Conduct \(Section 13\(7\)\)⁸](#) of the *Public Service Act 1999* (Cth). Committee members and other officials including the decision maker must also declare any conflicts of interest.

We publish our [conflict of interest policy⁹](#) on the department's website. The Commonwealth policy entity also publishes a conflict of interest policy on its website.

14.2. How we use your information

Unless the information you provide to us is:

- confidential information as per 14.2.1, or
- personal information as per 14.2.3,

we may share the information with other government agencies for a relevant Commonwealth purpose such as:

- to improve the effective administration, monitoring and evaluation of Australian Government programs
- for research
- to announce the awarding of grants.

14.2.1. How we handle your confidential information

We will treat the information you give us as sensitive and therefore confidential if it meets all of the following conditions:

- you clearly identify the information as confidential and explain why we should treat it as confidential
- the information is commercially sensitive
- disclosing the information would cause unreasonable harm to you or someone else
- you provide the information with an understanding that it will stay confidential.

14.2.2. When we may disclose confidential information

We will not be in breach of any confidentiality agreement if the information is disclosed to:

- to the committee and other Commonwealth employees and contractors, to help us manage the program effectively
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, state, territory or local government agencies in program reports and consultations
- to the Auditor-General, Ombudsman or Privacy Commissioner
- to the responsible Minister or Assistant Minister

⁸ <https://www.legislation.gov.au/Details/C2019C00057>

⁹ https://www.industry.gov.au/sites/default/files/July%202018/document/pdf/conflict-of-interest-and-insider-trading-policy.pdf?acsf_files_redirect

- to a House or a Committee of the Australian Parliament.

We may also disclose confidential information if

- we are required or authorised by law to disclose it
- you agree to the information being disclosed, or
- someone other than us has made the confidential information public.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

14.2.3. How we use your personal information

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

- what personal information we collect
- why we collect your personal information
- to whom we give your personal information.

We may give the personal information we collect from you to our employees and contractors, the committee, and other Commonwealth employees and contractors, so we can:

- manage the program
- research, assess, monitor and analyse our programs and activities.

We, or the Minister, may:

- announce the names of successful applicants to the public
- publish personal information on the National Recovery and Resilience Agency's websites.

You may read our [Privacy Policy](#)¹⁰ on the department's website for more information on:

- what is personal information
- how we collect, use, disclose and store your personal information
- how you can access and correct your personal information.

14.2.4. Freedom of information

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

If someone requests a document under the FOI Act, we will release it (though we may need to consult with you and/or other parties first) unless it meets one of the exemptions set out in the FOI Act.

¹⁰ <https://www.industry.gov.au/data-and-publications/privacy-policy>

14.3. Enquiries and feedback

For further information or clarification, you can contact us on 13 28 46 or by [web chat](#) or through our [online enquiry form](#) on business.gov.au.

We may publish answers to your questions on our website as Frequently Asked Questions.

Our [Customer Service Charter](#) is available at business.gov.au. We use customer satisfaction surveys to improve our business operations and service.

If you have a complaint, call us on 13 28 46. We will refer your complaint to the appropriate manager.

If you are not satisfied with the way we handle your complaint, you can contact:

Chief Finance Officer
Department of Industry, Science, Energy and Resources
GPO Box 2013
CANBERRA ACT 2601

You can also contact the [Commonwealth Ombudsman](#)¹¹ with your complaint (call 1300 362 072). There is no fee for making a complaint, and the Ombudsman may conduct an independent investigation.

¹¹ <http://www.ombudsman.gov.au/>

15. Glossary

Term	Definition
Administering entity	When an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes.
Affected or eligible LGA	Disaster-declared Local Government Areas activated by the Australian and relevant State or Territory Government for Disaster Recovery Funding Arrangements (DRFA) assistance as a result of the 2019-20 bushfires. For the avoidance of doubt, these are provided at Appendix A.
Assessment criteria	Are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.
CGRGs	Commonwealth Grants Rules and Guidelines
Commencement date	The expected start date for the grant activity.
Completion date	The expected date that the grant activity must be completed and the grant spent by.
Committee	The body established by the Department to consider and assess eligible applications and make recommendations to the Minister for funding under the program.
Date of effect	Can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable.
Department	The Department of Industry, Science, Energy and Resources
DRFA	Disaster Recovery Funding Arrangements
Eligibility criteria	Refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.
Eligible activities	The activities undertaken by a grantee in relation to a project that are eligible for funding support as set out in 6.1, 6.2 and 6.3.
Eligible application	An application for grant funding under the program that the Program Delegate has determined is eligible for assessment in accordance with these guidelines.
Eligible expenditure	The expenditure incurred by a grantee on a project and which is eligible for funding support as set out in 6.4.2.

Term	Definition
Grant agreement	A legally binding contract between the Commonwealth and a grantee for the grant funding.
grant activity/activities	Refers to the project/tasks/services that the grantee is required to undertake.
Grant funding or grant funds	The funding made available by the Commonwealth to grantees under the program.
GrantConnect	The Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the Commonwealth Grants Rules and Guidelines.
Grantee	The recipient of grant funding under a grant agreement.
Guidelines	Guidelines that the Minister gives to the department to provide the framework for the administration of the program, as in force from time to time.
Local Government Area (LGA)	For the purposes of the program, eligible Local Government Areas are those listed in Appendix A of the grant opportunity guidelines.
Local government agency or body	A local governing body as defined in the <i>Local Government (Financial Assistance) Act 1995</i> (Cth), such as a Council.
Minister or Minister for Emergency Management	Minister for Agriculture, Drought and Emergency Management
National Recovery and Resilience Agency	Established in 2021 to provide strategic leadership and coordination for Commonwealth supported recovery and resilience of communities affected by natural disasters.
Personal information	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth) which is: Information or an opinion about an identified individual, or an individual who is reasonably identifiable: a. whether the information or opinion is true or not; and b. whether the information or opinion is recorded in a material form or not.
Program Delegate	A manager within the department with responsibility for the program.
Program funding or Program funds	The funding made available by the Commonwealth for the program.
Project	A project described in an application for grant funding under the program.

Appendix A. Eligible Local Government Areas (LGAs)

Category 1

State	LGA	Category
ACT	ACT unincorporated ¹²	1
NSW	Armidale	1
NSW	Bega Valley	1
NSW	Blue Mountains	1
NSW	Clarence Valley	1
NSW	Eurobodalla	1
NSW	Glen Innes	1
NSW	Hawkesbury	1
NSW	Kempsey	1
NSW	Lithgow	1
NSW	Mid Coast	1
NSW	Nambucca	1
NSW	Port Macquarie-Hastings	1
NSW	Queanbeyan-Palerang	1
NSW	Richmond Valley	1
NSW	Shoalhaven	1
NSW	Snowy Monaro	1
NSW	Snowy Valleys	1
NSW	Tenterfield	1
NSW	Wollondilly	1
QLD	Livingstone	1
QLD	Lockyer Valley	1
QLD	Scenic Rim	1
QLD	Somerset	1
QLD	Southern Downs	1
SA	Kangaroo Island	1

¹² ACT has been deemed Category 1 to recognise the different governance arrangements in place in the ACT, without distinct local councils, as well as the impact of the 2019-20 bushfires.

State	LGA	Category
VIC	Alpine	1
VIC	East Gippsland	1
VIC	Indigo	1
VIC	Mansfield	1
VIC	Towong	1
VIC	Wangaratta	1
VIC	Wellington	1
VIC	Wodonga	1

Eligible Local Government Areas (LGAs)

Category 2

State	LGA	Category
NSW	Ballina	2
NSW	Bellingen	2
NSW	Byron	2
NSW	Central Coast	2
NSW	Cessnock	2
NSW	Coffs Harbour	2
NSW	Cootamundra-Gundagai	2
NSW	Dungog	2
NSW	Goulburn-Mulwaree	2
NSW	Greater Hume	2
NSW	Gwydir	2
NSW	Inverell	2
NSW	Ku-ring-gai	2
NSW	Kyogle	2
NSW	Lake Macquarie	2
NSW	Lismore	2
NSW	Mid Western	2
NSW	Muswellbrook	2
NSW	Narrabri	2

State	LGA	Category
NSW	Oberon	2
NSW	Penrith	2
NSW	Singleton	2
NSW	Sutherland Shire	2
NSW	Tamworth	2
NSW	Tweed	2
NSW	Upper Hunter	2
NSW	Upper Lachlan	2
NSW	Uralla	2
NSW	Wagga Wagga	2
NSW	Walcha	2
NSW	Wingecarribee	2
QLD	Brisbane	2
QLD	Bundaberg	2
QLD	Cook	2
QLD	Fraser Coast	2
QLD	Gladstone	2
QLD	Gold Coast	2
QLD	Gympie	2
QLD	Ipswich City	2
QLD	Mareeba Shire	2
QLD	Noosa Shire	2
QLD	North Burnett	2
QLD	Redland	2
QLD	Rockhampton	2
QLD	South Burnett	2
QLD	Sunshine Coast	2
QLD	Toowoomba	2
QLD	Townsville	2
QLD	Whitsunday	2
SA	Adelaide Hills	2

State	LGA	Category
SA	Lower Eyre Peninsula	2
SA	Mid Murray	2
SA	Mount Barker	2
SA	Murray Bridge	2
SA	Playford	2
SA	Southern Mallee	2
SA	The Coorong	2
SA	Yorke Peninsula	2
SA	Kingston	2
TAS	Break O'Day	2
TAS	Central Highlands	2
TAS	Flinders	2
TAS	Glamorgan/Spring Bay	2
TAS	Southern Midlands	2
VIC	Alpine Resorts (including the Falls Creek, Mount Hotham, Mount Buller and Mount Stirling alpine resort areas only)	2
VIC	Ararat	2
VIC	Ballarat	2
VIC	Campaspe	2
VIC	Glenelg	2
VIC	Golden Plains	2
VIC	Greater Bendigo	2
VIC	Moyne	2
VIC	Northern Grampians	2
VIC	Pyrenees	2
VIC	Southern Grampians	2
VIC	Strathbogie	2

Appendix B. Eligible Projects

Your project must satisfy one or more of the following criteria in order to receive funding:

- **Urgent recovery projects** - your project may be eligible for funding if it addresses an immediate recovery need that:
 - remains unmet
 - needs to be addressed on an urgent basis
 - results directly from the 2019-20 bushfires.

For example, your project might involve:

- making urgent repairs to, or replacing, community utilities or infrastructure damaged or destroyed in the bushfires
- giving urgent assistance to members of the community who continue to suffer the effects of having been displaced by the bushfires.

If your project addresses a need that is not sufficiently urgent to qualify under this criterion, you might still be able to rely on another of the criteria listed below. These criteria can support projects with a lesser degree of urgency

- **Projects undertaken in the Australian Capital Territory** - your project may be eligible for funding if it involves bushfire recovery or resilience activities that will be carried out wholly in the Australian Capital Territory.
- **Projects run by local councils** - your project may be eligible for funding if you are local governing body established by or under a law of a State (other than a body whose sole or principal function is to provide a particular service, such as the supply of electricity or water).
- **Projects for the benefit of Indigenous people or communities** - your project may be eligible for funding if it is to be conducted for the benefit of Indigenous people or communities. For instance, your project might:
 - provide employment opportunities specifically to Indigenous Australians, or
 - restore Indigenous cultural sites that were damaged by the bushfires.

The project must be specifically and predominantly for the benefit of Indigenous people or communities. It is not enough that Indigenous people or communities might benefit from the project in common with others.

- **Projects that protect or promote interstate and overseas trade and commerce** - your project may be eligible for funding if it will protect, foster or encourage:
 - trade or commerce between Australia and places outside Australia
 - trade or commerce between the states, or
 - trade or commerce between a state or territory, or between two territories.

For example, this might involve:

- measures designed to revive tourism to affected areas - eg, by building an attraction, hosting an event or upgrading existing tourist facilities in affected areas, so as to attract tourism from other states, territories or countries
- projects to rebuild infrastructure that facilitates trade and commerce between the affected area and other states, territories or countries

- projects to assist businesses located in affected areas to preserve or expand their trading operations with other states, territories or countries with so as to bolster employment in the affected area.

This does not extend to projects that focus on trade and commerce within a single state. Your project could only be funded under this criterion if it is directed predominantly at a kind of trade or commerce outlined above.

- **Projects that are delivered through a relevant communications service** - your project may be eligible for funding if it will be delivered online or by telephone. For instance, this might involve delivering online financial counselling or business advisory services to local businesses affected by the bushfires.
- **Projects that enhance the cultural life of the community** - your project may be eligible for funding if it will help fire-affected individuals or communities to participate in cultural life. This could, for instance, include projects to facilitate community participation in sporting, musical or artistic workshops or events that will restore community morale and cohesion following the 2019-20 bushfires.
- **Projects that preserve or increase employment** - your project may be eligible for funding if it will help to preserve or boost employment in fire-affected communities. This might, for instance, involve:
 - providing training to people who have lost their jobs as a result of the fires to assist them to gain new employment
 - undertaking activities designed to generate employment in affected LGA communities, or that help existing businesses to generate employment.
- **Projects that help to mitigate climate-related risk and damage** - your project may be eligible for funding if it will help the community to adapt to bushfire risks induced by climate change - that is, to address issues or manage risks that the community faces as a result of any enhanced bushfire risk resulting from climate change. This might, for instance, include projects to increase the bushfire resilience of infrastructure, or to strengthen the capacity of the local economy to survive the disruptions caused by bushfires.
- **Projects that address the health impacts of the bushfires** - your project may be eligible for funding if is designed to treat, prevent or manage the mental or physical health impacts of the bushfires. This could, for instance, include projects to provide counselling to people who have, or are at risk of developing, mental health issues in the aftermath of the bushfires.
- **Projects that involve meteorological observations or statistical collection and analysis** - your project may be eligible for funding if it centres on:
 - the making of meteorological observations, or
 - statistical collection and analysis.
 This might, for instance, include:
 - the design of early warning or risk-monitoring systems for the community in respect of bushfire risks arising from extreme weather conditions
 - research into bushfire recovery that revolves around statistical collection and analysis.
- **Projects relating to insurance** - your project may be eligible for funding if it will assist with the insurance of bushfire-related risks. Specifically:

- your project would need to involve mitigation or resilience activities that will reduce the risk of bushfire damage in the community (eg, by increasing the bushfire resilience of community infrastructure)
- your application would need to be accompanied by a clear and verifiable commitment from the insurer that the project would improve insurance affordability (ie, that the insurer would lower a premium or otherwise reduce the cost of the insurance if the project were completed), and
- the relevant insurance must not be insurance provided by the state (including a business owned or controlled by the state).

PROJECT BUDGET

Project Title - Playground for the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area

The project budget outlines the expenditure for the project to build a new playground at the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area, Marlborough Highway Bronte Park.

Expenditure – Black Summary Bushfire Recovery Funding

Project	Total Cost
Contract to supply and install playground equipment at Bronte Park	\$45000.00
	\$45,000.00

Other funds – Council expenditure

Project	Total Cost
Site works – prepare level area for playground equipment	\$6000.00
Landscaping of the site	\$7500.00
Audit	\$1500.00
	\$15,000.00

Total budget \$60,000.00, Council will contribute \$15,000 to the project from the in the 22/23 budget.

Quotes have been sought from two businesses who have given Council 3 Options as follows:

Island Recreation

Option 1

Supply & Installation \$44,618.00 (ex GST)



Option 2

Supply & Installation \$43,181.00 (ex GST)



Option 3

Supply & Installation \$39,265.00 (ex GST)



Compan Lets Play

Option 1

Supply & Installation \$42,218.00 (ex GST)

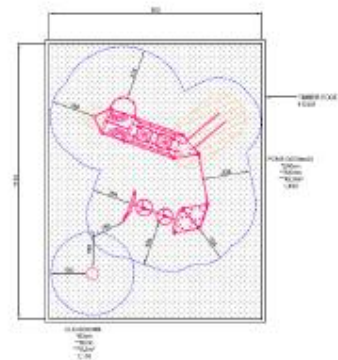
TRIPLE TOWER & TURBO CHALLENGE, PHYS.

FORM10203



SPINNER BOWL

CLIMBER

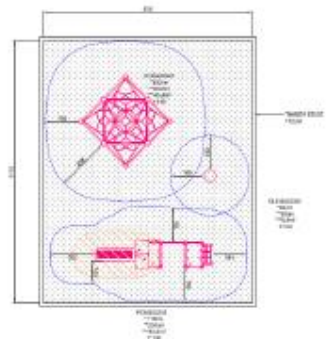
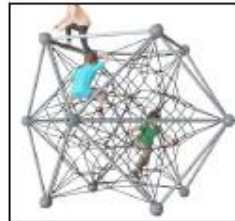


Option 2

Supply & Installation \$41,796.50 (ex GST)

Double Tower, Physical

FORM10203



Option 3

Supply & Installation \$41,068.00 (ex GST)

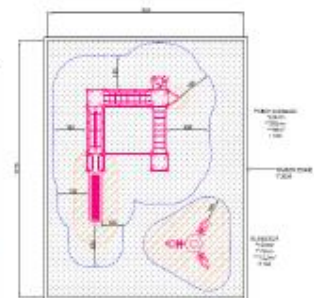
FOUR TOWER WITH OVERHEAD LADDER

FORM10203



Blazer

CLIMBER



PROJECT PLAN

Project Title - Playground for the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area

The plan outlines the process the Central Highlands Council will use to build a new playground at the Bronte Park Community 'Get Together' Meeting, Picnic, Family Area, Marlborough Highway Bronte Park.

The playground will be built at Lot 1 381 Marlborough Highway, Bronte Park as per the plan below:



The Central Highlands Council has a lease on the site, copy is included in the grant application.

Council are currently working on the subdivision with the owner of the property at 381 Marlborough Road Bronte Park to purchase the land for the 'Get Together' meeting, picnic, family area and the following amenities: public toilet, barbeque, covered seating area and community noticeboard have been built on the site.

Currently Mr James Ramsay from Dobson, Mitchell & Allport is working with the owner to prepare the Schedule of Easements to accompany the Final Plan.

At the June 2020 Council Meeting, Council approve the General Manager to enter into a lease agreement with the owner of the property to lease the area of land as a public space to build the toilets and bbq area. The lease agreement was signed by both parties on the 23 June 2020 so that work can commence on site in July 2020.

Schedule of tasks to implement the Project

1	Prepare a written request for quote for supply and installation of playground equipment at Lot 1 381 Marlborough Highway, Bronte Park
2	Forward request for quotes to suppliers for the playground equipment
3	Evaluate quotes received and make recommendation to Council
4	Advise successful supplier and issue Council Purchase Order
5	Discuss with supplier expected delivery date of playground equipment
6	Agree with supplier timeline for installation of equipment
7	Undertake site works at Lot 1 381 Marlborough Highway, Bronte Park
8	Install playground equipment

9	Works and Service Manager to undertake inspections of work during installation of playground equipment
10	Undertake landscaping of the site
11	Works and Service Manager to undertake final inspection
12	Mayor and local Federal Member for Lyons to open the site to the public

Project milestones

Milestone	Estimated Start Date	Estimated End Date
Undertake site works	4/7/2022	30/9/2022
Obtain quotes for playground equipment	1/8/2022	19/8/2022
Evaluate quotes and obtain Council approval	19/8/2022	23/9/2022
Installation of playground equipment at Bronte Park	3/10/2022	30/6/2023
Undertake landscaping of the site	1/4/2022	30/6/2023
Mayor and local Federal Member for Lyons to open the site to the public	26/6/2023	30/6/2023

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
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Playground for Bronte Park										
	Quotes exceed budget	Quote received are in excess of grant allocation	2	3	6	Ensure the request for quotes includes the maximum amount budgeted	3	Mgr. W&S	6/08/21	
	Weather conditions	Inclement weather (snow or heavy rain) delays installation	3	2	6	Reschedule a time with contractor	4	Mgr. W&S	6/08/21	
	Unsafe erection/use of temporary structure	Temporary structures need to be erected securely to protect the public	3	2	6	Inspect temporary structures and sign off on inspection	2	Mgr. W&S	6/08/21	Works and Service Manager engaged to under take inspections
	Unsafe permanent council structures	Risk to public using structure	1	4	4	Regular visual inspections	4	Mgr. W&S	6/08/21	Inspection conducted includes with playground inspection program
	Trees on Council property	Falling limbs or trees can cause injury	1	5	5	Proactive inspection of trees on council owned or leased land	5	Mgr. W&S	6/08/21	Carried out as part of normal works in towns and road inspections
	Using earthworking machines within municipal area	Risk of injury to employees and members of the public	3	4	12	Secure works area with appropriate traffic management and perimeter fencing and operator to be licenced.	4	Mgr. W&S	6/08/21	Traffic management used, signs used, operators licenced, fencing only where applicable
	Lack of or inappropriate supply or use of PPE.	Accidents and incidents through the lack of or inappropriate supply or use of PPE.	3	3	9	Is there evidence that a proper risk assessment has been conducted to determine whether the job, task or operation could be revised and made safer to eliminate the requirement of PPE?	4	DGM, All Mgrs.	6/08/21	PPE is required for all tasks by outdoor workforce
			3	3	9	Is there any evidence that the correct method of using the PPE has been determined and explained to the employees involved?	4	DGM, All Mgrs.	6/08/21	Tool Box Meetings
			3	3	9	Has there been any inspections conducted by Responsible Officers to ensure that PPE is utilised appropriately as and when required?	4	DGM, All Mgrs.	6/08/21	Spot check carried out by W & S Manager & DGM
	Exposing workers, visitors, contractors and others to health and safety risks and hazards arising from Council business and operations.	Risks and hazards include: - The layout of the workplace, lighting and ventilation does not, as far as is reasonable practicable, enable workers to carry out work without risks to health and safety. - Lack of adequate facilities of workers, including toilets, drinking water, washing and eating facilities. - Remote and isolated work. - Lack of emergency plans.	4	2	8	Promotion of, awareness to and compliance to Code of Practice CP124 - Managing the Work Environment and Facilities.	6	General Manager, DGM, All Mgrs.	6/08/21	Tool Box Meetings & Workshops

			4	2	8	Work Environment and Facilities Checklists: - Have checklists been designed and circulated to all areas. - Who has the responsibility to fill them out? - How often are they completed? - Who reviews the completed checklists? - Where are completed checklists filed? - Are results from the checklists referred to Senior Management as applicable - How are recommendations: . Communicated? . Decided upon? . Accepted or rejected? . Implemented? . Followed up?	6	General Manager, DGM, All Mgrs.	6/08/21	
			4	2	8	Explain how the following are addressed and controlled: - Identifying what facilities are required: . Consulting workers and others as applicable? . The nature of the work, including size, location and nature of the workplace and the number and composition of the workplace. - Maintaining the work environment and facilities: . Entry and exit to the workplace. . Housekeeping. . Work areas. . Floors and other surfaces. . Workstations. . Lighting. . Air quality. . Heat and cold. - Welfare Activities: . Access to facilities. . Drinking water. . Toilets. . Hand washing. . Dining facilities. . Personal storage. . Change rooms. . Shower facilities - general and emergency. - Outdoor work. - Remote or Isolated Work. - Accommodation. - Emergency Plans: . preparing emergency procedures. . Communicating the emergency procedures. . Displaying the emergency procedures. . Displaying emergency phone numbers.	6	General Manager, DGM, All Mgrs.	6/08/21	Some of these are done by W & S Manager through depot inspections and checklist. Annual inspections Maintenance Schedules Form 46 & Recommendations from Managers

Hazard	What is the harm that the hazard could cause?	What is the likelihood that the harm would occur?	Risk Rating		What controls are currently in place?	Are further controls required?	Actioned by	Date Reviewed	Maintenance and review
COVID-19 from customers who are infected	Staff or other customers catching COVID-19 (could result in serious illness or death).	Low, there have been few cases locally.	Medium, while there are only a few local cases the consequences may be severe.		Cleaning and disinfecting in accordance with guidance from Safe Work Australia (Tasmania) and public health authority. Frequently touched surfaces including counters, handrails, doors, till, phones, keyboards and EFTPOS facilities are regularly cleaned. Physical distancing – floor has markings to keep workers and customers at least 1.5m apart from each other. No more than permitted number of customers are allowed into the building at a time to allow for physical distancing and signs placed around the building advising of these rules. Plexi glass screen is installed at counters. Customers are kept back from counters. Alcohol based hand sanitiser is provided at all workstations and on entry to the building (out of reach of children). Posters on hand washing are prominent in building and hand washing facilities are available in the bathrooms.	Encouraging online interactions where possible.	Deputy General Manager	6/08/21	Ongoing to match government guidelines
COVID-19 from staff who are infected	Other staff or customers catching COVID-19 (could result in serious illness or death).	Low, there have been few cases locally.	Medium, while there are only a few local cases the consequences may be severe.		Cleaning and disinfecting is done in accordance with guidance from Safe Work Australia and Health authorities. Frequently touched surfaces including counters, handrails, doors, till, phones, keyboards and EFTPOS facilities have all been identified for regular cleaning. Staff have been briefed on symptoms of COVID-19 and have been told to stay home if they aren't feeling well. If a staff member becomes unwell at work, a process is in place to isolate them and arrange for them to be sent home to receive medical attention. Staff don't have contact with delivery drivers, all paperwork is completed electronically. Soap and water for hand washing and paper towel or air dryer for hand drying is available in bathrooms, staff rooms, Alcohol based hand sanitiser is also available in all staff areas including bathrooms, staff rooms, and vehicles and signs are displayed on appropriate use. Where staff meetings are required, they are held over the phone and information sent by email where possible. Break times are staggered to minimise the number of staff using break room at one time. Vehicle cleaned between swapping drivers	Hand sanitiser units	Managers	6/08/21	

Use of council owned facilities by other organisations/groups	Need to ensure Covid 19 controls are followed by other users	Low, there have been few cases locally.	Moderate, while there are only a few local cases the consequences may be severe.		Covid 19 controls signage installed and maintained. Cleaning and disinfecting supplies checked and filled (if required) daily.	Organisations groups to provide a copy of their worksafe plan for use of the facility	Mgr. DES and EHO	18/05/2020	Review as government guidelines alter
Customer aggression	Physical or psychological injury to staff.	Low, customers concerned they may not get the service they feel they should.	Low, staff have not reported instances of abuse.		There is always a supervisor in each department to assist but they can be caught up with other tasks. There is a counter to physically separate staff. A Managers is usually available to address any customer concerns. Staff can report aggressive customers and are advised to follow Council dealing with difficult customers guidelines. Training has recently been completed. Front counter staff have individual duress alarms which calls police to the premises. Staff have access to psychological support through an EAP.	Manager prioritises assisting staff with upset customers and staff able to remove themselves if they feel necessary. Clear signage	Deputy General Manager	6/08/21	Review if any further occurrences reported or monthly
Persistent use of hand sanitiser	Dermatitis	Low, many staff have used hand sanitiser regularly before	Low, effected individuals may have a significant reaction		Staff are encouraged to wash hands with soap and water for 20 secs where possible as an alternative to hand sanitiser in non-medical situations	Ask staff if they have a history of dermatitis or allergy to alcohol	Mgr. DES	6/08/21	
Persistent use of latex gloves	New or aggravated latex sensitivity	Low, most gloves will not be latex-based	Low, effected individuals may have a significant reaction		Staff are provided with non-latex gloves or remove gloves when not necessary.	Ensure latex free gloves are purchased.	Mgr. DES	6/08/21	

Application BSBR000378

Application Summary

Application ID

BSBR000378

Application Title

BSBR - CENTRAL HIGHLANDS COUNCIL

Program Name

Black Summer Bushfire Recovery Grants Program

Applicant

CENTRAL HIGHLANDS COUNCIL

Submitted Date

19/08/2021

Program selection

CENTRAL HIGHLANDS COUNCIL

Are you a trustee on behalf of a trust?

No

Do you have an ABN?

Yes

Entity details

ABN

30472494899

Legal name

CENTRAL HIGHLANDS COUNCIL

Business name

CENTRAL HIGHLANDS COUNCIL

Date of registration

1/11/1999

GST Registered

Yes

Are you a charity registered with the Australian Charities and Not-for-profits Commission (ACNC)?

No

Are you a not-for-profit?

No

Program Selection

Program

Black Summer Bushfire Recovery Grants Program

Program Element

Black Summer Bushfire Recovery Grants Program

Eligibility

Select which entity type you are.

an Australian local governing agency or body as defined in section 15 (for example a Council)

Is your project in one or more of the eligible Local Government Areas (LGAs) listed in Appendix A of the grant opportunity guidelines?
Grant opportunity guidelines can be found on [Business.gov.au](https://www.business.gov.au)

Yes

Will your project support the recovery or resilience efforts of communities in eligible Local Government Areas (LGAs) affected by the 2019-20 bushfires?

Yes

Does your project have at least \$20,000 in eligible project expenditure?

Yes

Applicant address

Applicant street address

Is the address located in Australia?

Yes

Address Details

7 Tarleton St
HAMILTON TAS 7140
Australia

Applicant postal address

Is the address located in Australia?

Yes

Address Details

7 Tarleton St
HAMILTON TAS 7140
Australia

About your organisation

We collect the following data from all applicants. We use this data to better understand your organisation and to help us develop better policies and programs.

Indigenous organisations

Is your organisation Indigenous owned?

An organisation is considered Indigenous owned where at least 51% of the organisation's members or proprietors are Indigenous.
No

Is your organisation Indigenous controlled?

An organisation is considered Indigenous controlled where at least 51% of the organisation's board or management committee is Indigenous.
No

Project information

Recovery or Resilience Needs

Identify one or more of the recovery or resilience needs your project aims to support.

You need to select one or more of the kinds of recovery or resilience needs - social recovery and resilience, economic recovery and resilience and/or resilience and recovery of the built environment. See Section 6.1 of the grant opportunity guidelines.

social recovery and resilience

Yes

economic recovery and resilience

No

recovery and resilience of the built environment

Yes

Project Type

Select one or more of the criteria below that best describes/supports your eligible project activities.

See section 6.3.1 of the grant guidelines and Appendix B.

projects that address an urgent and unmet need resulting directly from the 2019-20 bushfires

Yes

enhance the cultural life of the community

No

preserve or increase employment

No

help to mitigate climate-related risk and damage

No

address the health impacts of the bushfires

Yes

benefit of Indigenous people or communities

No

protect or promote interstate and overseas trade and commerce

No

be delivered through a relevant communications service

No

undertaken in the Australian Capital Territory

No

run by local councils

Yes

involve meteorological observations or statistical collection and analysis

No

relate to insurance

No

Project title and description

If your application is successful, we will publish some grant details on GrantConnect and other government publications. Published details include:

- name of the grant recipient
- a project title
- a brief project description and its intended outcome
- amount of grant funding awarded

Provide a project title.

Hamilton multipurpose community recovery building

Provide a brief project description for publication.

Ensure your project description focuses on your project's key activities and outcomes. Outline what it is you are going to do and how it will benefit your community.

The Hamilton multipurpose community recovery building will be a Bushfire Safe Place, Recover Get Together Meeting Area and to provide facilities to allow people affected by bushfires and other emergency events an area to establish temporary accommodation, like caravans, motorhomes etc.

The building will foster community engagement by creating a space for the community to come together; it will become a community meeting place and build and strengthen the community connection after the black Saturday bushfires in the Central Highlands of Tasmania.

Multi-purpose community recovery building will provide members of the community with a central location to build resilience and an area to establish temporary accommodation.

Detailed project description and key activities

This information will be included in your grant agreement if your application is successful.

Provide a detailed description of your project including the project scope and key activities.

Multi-purpose community recovery building will provide members of the community with a central location to build resilience within the community and provide a safe place to allow people affected by bushfires and other emergency events an area to establish temporary accommodation. As the multi-purpose community recovery building will increase community connection by:

- Reducing social isolation for children, adults and seniors in the municipality during bushfire and other emergency events.
- Improving community resilience in the community.
- Infrastructure and equipment supports or enables communities to connect, support and rebuild;

- Rebuilding social fabric; and
- Proposed site is a 'Bushfire Safer Place' because it is in an area of low levels of bushfire fuel, it is far enough from continuous bushland or forest to reduce the risk of sparks / embers.

Council believes the project will foster community engagement by creating a space for community members to come together to talk and share their learning experiences during the bushfire period.

This project is linked to the Central Highlands Health and Wellbeing Plan as it builds a safe community meeting place to strengthen the community connection, while increasing liveability within the township of Hamilton, build bushfire resilience in local communities that recognises the unique location, risks, hazards and resources available and will also support businesses within the municipality.

The multi-purpose community recovery building at Hamilton is an investment into improving local community participation and contributes to vibrant and viable communities.

Project outcomes

This information will be included in your grant agreement if your application is successful.

Provide a summary of the expected project outcomes.

Council staff has discussed this proposal with community members at a brainstorming session during the development of the Central Highlands Health and Wellbeing Plan were community members believed the expected outcomes of this project / initiative are:

- invest in community infrastructure and build a facility that can be used for temporary accommodation.
- support the development of, or strengthen existing, networks;
- strengthen local resourcing by using local business;
- place to build community resilience;
- provide social interaction between families and their children; and
- support community planning or management that increases community preparedness for natural disasters.

Project duration

Your project must be completed in line with the dates provided in the grant opportunity guidelines.

Your project can start upon execution of the grant agreement, estimated to be from January 2022.

You must complete your project by 31 March 2024.

Estimated project start date

01/07/2022

Estimated project end date

31/01/2024

Estimated project length (in months)

19

Project milestones

Provide details on the project milestones including the key activities occurring at each milestone.

The milestone start and end dates must be between the project start and end dates. You can add up to 10 milestones.

Milestone title

Undertake site works

Description

Undertake site works to level the area for multi purpose building

Estimated start date

01/10/2022

Estimated end date

31/12/2022

Milestone title

Obtain tenders for the multi purpose building

Description

Call tenders for the multi purpose building

Estimated start date

01/11/2022

Estimated end date

15/12/2022

Milestone title

Evaluate quotes and obtain Council approval

Description

Evaluate tenders and report to January 2023 Council Meeting

Estimated start date

15/12/2022

Estimated end date

31/01/2023

Milestone title

Build multi purposes building

Description

Build multi purpose building that would include toilets, showers, laundry, kitchen area, BBQ and public meeting area.

Estimated start date

01/03/2023

Estimated end date

30/11/2023

Milestone title

Undertake landscaping of the site

Description

landscaping of the site

Estimated start date

01/12/2023

Estimated end date

31/12/2023

Milestone title

Open of site

Description

The Mayor and local Federal Member for Lyons to open the site

Estimated start date

26/01/2024

Estimated end date

31/01/2024

Eligible Local Government Areas (LGAs)

You can only undertake project activities in a Local Government Area (LGA) that has been declared as eligible for assistance under the Disaster Recovery Funding Arrangements (DRFA) for the 2019-20 bushfires. Individual projects may include activities that are undertaken in multiple eligible LGAs. Eligible LGAs are listed in Appendix A.

State

Please select from the list below.

TAS

LGA's Eligible in TAS

Central Highlands

Project location

Project Site 1

Estimated % of project value expected to be undertaken at site
100

Project budget

Provide a summary of your eligible project expenditure over the life of the project.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount. We only provide grant funding based on eligible expenditure. Refer to the grant opportunity guidelines for guidance on eligible expenditure.

The minimum project expenditure for this grant opportunity is \$20,000.

You will also be required to attach a detailed project budget later in the application form. Refer to the grant opportunity guidelines for the requirements of the budget.

Please note the below budget limitations:

- Administrative support/overheads (including project management or project co-ordination) (max 10% of the grant)
- Staff training (max 5% of the grant)
- Contingency costs (max 10% of the grant)
- Report on project outcomes (max 5% of the grant)

Project budget summary

Type of expenditure	Head of expenditure	Financial Year	Costs
Project expenditure			\$296,500
	Equipment/ Materials (purchase or hire)		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Salary		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Contracts		\$295,000
		2021/22	\$0
		2022/23	\$152,500
		2023/24	\$142,500

Type of expenditure	Head of expenditure	Financial Year	Costs
		2024/25	\$0
		2025/26	\$0
	Infrastructure / Building, including approvals		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Workshops, conferences and events		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Domestic travel		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Administrative support/overheads (including project management or project co-ordination)		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Planning, environmental or other regulatory approvals		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0

Type of expenditure	Head of expenditure	Financial Year	Costs
		2024/25	\$0
		2025/26	\$0
	Staff training		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Contingency		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
	Report on project outcomes		\$1,500
		2021/22	\$0
		2022/23	\$0
		2023/24	\$1,500
		2024/25	\$0
		2025/26	\$0
	Other		\$0
		2021/22	\$0
		2022/23	\$0
		2023/24	\$0
		2024/25	\$0
		2025/26	\$0
Total project expenditure			\$296,500

Financial Year	Costs
2022/23	\$152,500
2023/24	\$144,000

Financial Year	Costs
Total project expenditure	\$296,500

What is the total project cost including ineligible expenditure not included above?

This is the sum of eligible and non-eligible costs to the project.

\$ 296,500

Source of funding

In this section you must provide details of how you will fund the project.

The total of all sources of funding should be equal to your total project expenditure in the section above. Sources of funding include

- grant amount sought
- your contribution
- other contributions as allowed in the grant opportunity guidelines.

Grant amount sought

Enter the grant amount sought. We will add GST to this where applicable.

The minimum grant amount under this grant opportunity is \$20,000. The maximum grant amount under this grant opportunity is \$10,000,000.

\$ 296,500

Your contribution

Enter your organisation name. In the description field, provide additional details. Indicate whether your contribution is sourced from cash flow, loans, equity etc.

Other non-government contribution

Enter the organisation name. In the description field, provide additional details.

If you have project partners we will ask you for their details later in the application. You must provide their name and their contribution here.

Assessment criteria

We will assess your application based on the weighting given to each criterion and against the indicators listed beneath each criterion. We will only consider funding applications that score at least 50 per cent against each criterion, as these represent best value for money.

The amount of detail and supporting evidence you provide should be commensurate with the project size, complexity and grant amount requested. You should define, quantify and provide evidence to support your answers.

To support your responses you must include mandatory attachments later in the application.

Assessment criterion 1

How your project will assist in community recovery from the 2019-20 bushfires? (Score out of 50)

You should demonstrate this by identifying:

- how your project addresses the recovery or resilience needs of the community directly related to impacts of the 2019-20 bushfires through the adoption of/or investment in one or more of the following benefit areas:**
 - social recovery and resilience needs of the local community may include improving community connections and social inclusion through community development activities, cultural events and workshops, protecting local heritage and addressing disadvantage within the community, preserving Aboriginal cultural heritage and supporting Indigenous communities through activities, workshops and events.
 - economic recovery and resilience needs of the region may include job creation, new businesses, tourism and supporting local producers and suppliers. Projects must support communities, not just individual businesses or organisations.
 - recovery and resilience of the built environment needs may include the improvement or extension of existing infrastructure in a manner that drives economic growth, creates jobs and makes the affected LGA or broader region a more attractive place to live or visit.
- how your project complements, builds on and does not duplicate existing or planned 2019-20 bushfire recovery efforts in the community.**

c. the broader benefits that your project will deliver for the region and the community.

The multi-purpose community recovery building at Hamilton will provide a safe environment to help to improving community connections and social inclusion through a central location within the municipality. The multi-purpose building will be a Bushfire Safe Place, Recover Get Together Meeting Area and to provide facilities to allow people affected by bushfires and other emergency events an area to establish temporary accommodation, like caravans, motorhomes etc.

The location is with 25 m of the Emergency Management Control Centre, Community Recovery Hall, Council's Hamilton Council Chambers, TasFire Service Station and Tasmania Police Station.

Multi-purpose community recovery building will provide members of the community with a central location to build resilience within the community and provide a safe place to allow people affected by bushfires and other emergency events an area to establish temporary accommodation. As the multi-purpose community recovery building will increase community connection by:

- Reducing social isolation for children, adults and seniors in the municipality during bushfire and other emergency events.
- Improving community resilience in the community.
- Infrastructure and equipment supports or enables communities to connect, support and rebuild;
- Rebuilding social fabric; and
- Proposed site is a 'Bushfire Safer Place' because it is in an area of low levels of bushfire fuel, it is far enough from continuous bushland or forest to reduce the risk of sparks / embers.

Council believes the project will foster community engagement by creating a space for community members to come together to talk and share their learning experiences during the bushfire period.

This project is linked to the Central Highlands Health and Wellbeing Plan as it builds a safe community meeting place to strengthen the community connection, while increasing liveability, build bushfire resilience in local communities that recognises the unique location, risks, hazards and resources available and will also support businesses within the municipality.

The building is an investment into improving local community participation and contributes to vibrant and viable communities.

The community has demonstrated support for this project during a brainstorming session during the development of the Central Highlands Health and Wellbeing Plan were community members discussed ways to help the community to recovery, how we could build resilience from the impacts of the bushfires and develop an area to establish temporary accommodation, like caravans, motorhomes etc.

Hamilton is located in the Central Highlands on the Lyell Highway in the southern part of the municipality. The surrounding areas of the township of Hamilton were threatened by the black summer bushfires that occurred in the municipality. Currently the only recovery building available in the township during the black summer bushfires could only cope for a maximum of 20 people as it built in the 1800's hence a major of residents during the bushfires need to travel 50km to the Brighton Council Community Centre at Bridgewater. They were not allowed to return to the municipality for many days putting a lot of stress on families.

The project was identified by community members at a brainstorming session during the development of the Central Highlands Health and Wellbeing Plan were community members suggested the need for a multi-purpose community recovery building at Hamilton that would provide a Bushfire Safe Place, Recover Get Together Meeting Area and to provide facilities to allow people affected by bushfires and other emergency events an area to establish temporary accommodation, like caravans, motorhomes etc.

Council has been working with local community members to identify an appropriate location for the multi-purpose community recovery building and it has been agreed the use the site off River Street in the middle of the Hamilton township which is nearby to all services, and within walking distance of the Emergency Control Centre and community recovery hall.

Overall community self-esteem has been enhanced by having a multi-purpose community recovery building at Hamilton and it will also show there can be a positive outcome from bushfire.

Council staff has discussed this proposal with community members at a brainstorming session during the development of the Central Highlands Health and Wellbeing Plan were community members believed the expected outcomes of this project / initiative are:

- invest in community infrastructure and build a facility that can be used for temporary accommodation.
- support the development of, or strengthen existing, networks;
- strengthen local resourcing by using local business;
- place to build community resilience;
- provide social interaction between families and their children; and
- support community planning or management that increases community preparedness for natural disasters.

Assessment criterion 2

Capacity, capability and resources to deliver the project (Score out of 50)

You should demonstrate this by identifying:

- a. your track record managing similar projects and access to personnel and/or partners with the right skills and experience**
- b. sound project planning to manage and monitor the project, including scope, implementation methodology, timeframes, budget and risk management planning (including mitigation of health risks associated with the current COVID-19 pandemic).**

Over my four years with Central Highlands Council, I have witnessed our Senior Management Teams skills and knowledge to undertake projects at many locations within our municipality (the Central Highlands municipality is one of the most beautiful and unique natural areas in the world, it covers a total area of 8,010 square kilometres 11.6% of the land mass of Tasmania and makes a significant and increasing contribution to the economic wealth of Tasmania) Council's resources may only look small on paper, however our dedicated team (total EFTs of 35 employees) work above their weight to achieve goals that other councils can only dream about.

Our capital projects range from between \$5000 and \$2 million dollars, they have been completed on time in some of the most challenging weather conditions as snow covers a lot of our municipality during bad south-westerly weather patterns. Hence our project management skills are essential to ensure we can achieve the goals and objectives set within our annual operating plan during tough conditions.

Our capital works project budget is around \$2 million to \$4 million dollars per year for the past four years. We have an operating budget of around \$5 million per year and revenue of around \$7 million, Council sets asides a little over \$2 million each year of this revenue for depreciation and amortisation. This \$2 million per annum is used for asset capital renewal to ensure Council's current infrastructure is at a good standard. The projected level of capital expenditure for the renewal and rehabilitation of infrastructure assets is consistent with Council's 10 year capital works program

Even during the COVID-19 pandemic Council has had a solid track record of managing projects of this size, for example our Development Service Manager and our Works and Service Manager have a high level of project management skills that have enabled them to complete projects like stage one at other locations across the municipality the Bothwell Football Club Community Centre and the Great Lake Community

Centre which both had budget over one million dollars.

Our Senior Management Team have a combined total of 90 years of local government experience and the following skill sets are present within team members: sound project planning to manage and monitor projects between \$5000 and \$4 million dollars, ability to work to timeframes, high level of budget skills, ability to undertake risk management assessments and successful teamwork skills which are a vital aspect to achieve our organisational goals.

Our Senior Management Team enjoys the challenge of working under pressure and perform effectively in these circumstances. In the team environment our General Manager puts into effect informal strategic plans, delegating responsibilities to subordinates members of the team, so to ensure solutions to issues were achieved in the least possible time. The projects we have achieved during this COVID period required extensive planning, organisation and implementation of projects from feasibility through to completion.

Our Senior Management Team have developed these skills as demonstrated by their proven ability to motivate other members within the organisation in the sense that they can lead others within the organisation to pursue goals that are beneficial to the municipality. I believe they do this by clearly identifying and explaining goals, identifying with teams and individuals their responsibilities to achieve these and creating a supportive work environment in which team members become motivated.

For this motivational environment to be created our Senior Management Team have needed to build relationships based on trust, honesty, open communication, and respect. These relationships have enabled them to motivate myself and other individuals to work towards common goals so we can achieve our project outcomes. These goals have provided our organisation with a vehicle to test the ability and skills of our Senior Management Team and other team members under a range of different functions, by raising or lowering the pressure of a task. The tasks our Senior Management Team have delegated to themselves and our individuals within the team are a way of ensuring that they are all striving for self-actualisation. Our Senior Management Team have found when they are at the self-actualisation level, they have the ability to stimulate a range of motives within the team that have little to do with material rewards.

Our dynamic team believe that they are capable of completing this multi-purpose community recovery building at Hamilton within the budget and timelines of this grant application, taking into consideration all risks that have been identified in our risk management spreadsheet.

Project partners

If applicable, provide details about all project partners

For details about project partner contributions refer to the grant opportunity guidelines.

Project partner

No Project partners found for this Application.

Bank Account Details

If your application is successful we will need to set up a payment process to pay your grant. We need your bank account details to do this. If your application is not successful we will not process these details.

Account Name

Central Highlands Council

BSB

067101

Account Number

28044666

Payment Contact

We will send the payment remittance advice to this person. All other notifications are sent to the primary contact whose details you provide on the last page of this application.

Title

Mrs

Given name

Sharee

Family Name

Nichols

Email address

snichols@centralhighlands.tas.gov.au

Phone number

0362863202

Application finalisation

Conflict of interest

Do you have any perceived or existing conflicts of interest to declare?

Refer to the grant opportunity guidelines for further information on your conflict of interest responsibilities.

No

Program feedback

How did you hear about this grant opportunity?

Direct mail/email

Additional information

You should attach any additional supporting documentation here. You should only attach documents that we have requested or you have referred to in your application.

Project plan

A detailed project plan that includes a risk assessment plan.

PROJECT PLAN Mutli Purpose Building Hamilton.pdf

Project budget

A detailed project budget that identifies costs under each head of expenditure and includes an explanation of how the costs were determined. Include any third party contributions.

PROJECT BUDGET Mutli Purpose Building Hamilton.pdf

Evidence of community support

This could include items such as letters of support for your project and testimonials.

Letter of Support HATCH Hamilton multipurpose building.pdf

Evidence of landownership or environmental approvals (where applicable)

Where the proposed project site/s are not owned or managed by you, written consent is required from the property owner and/or property manager that allows for the implementation of the proposed project on each project site.

FolioText-157051-1.pdf

FolioPlan-157051-1.pdf

Trust documents

Where you have indicated your entity type is a trustee applying on behalf of a trust, you must attach trust documents showing the relationship of the incorporated trustee to the trust. If your trust deed is too large or you cannot upload your document please contact us via BSBR@industry.gov.au.

Primary contact

Title

Mr

Given Name

Adam

Family Name

Wilson

Position Title

Deputy General Manager

Email Address

awilson@centralhighlands.tas.gov.au

Phone Number

0362863202

Mobile Number

0459308647

Business postal address of the primary contact

Is the address located in Australia?

Yes

Address Details

6 Tarleton St

HAMILTON TAS 7140

Australia

Applicant declaration – WWC

Privacy and confidentiality provisions

I acknowledge that this is an Australian Government program and that the Department of Industry, Science, Energy and Resources (the department) will use the information I provide in accordance with the following:

- Australian Government Public Data Policy Statement
- Commonwealth Grants Rules and Guidelines
- grant opportunity guidelines
- applicable Australian laws.

Accordingly, I understand that the department may share my personal information provided in this application within this department and other government agencies:

- a. for purposes directly related to administering the program, including governance, research and the distribution of funds to successful applicants
- b. to facilitate research, assessment, monitoring and analysis of other programs and activities

unless otherwise prohibited by law.

I understand that where I am successful in obtaining a grant, the financial information that I provide for the purposes of payment will be accessible to departmental staff to enable payments to be made through the department's accounts payable software system.

I understand that information that is deemed 'confidential' in accordance with the grant opportunity guidelines may also be shared for a relevant Commonwealth purpose.

The department will publish information on individual grants in the public domain, including on the department's website, unless otherwise prohibited by law.

Applicant declaration

I declare that I have read and understood the grant opportunity guidelines, including the privacy, confidentiality and disclosure provisions.

I declare that the proposed project outlined in this application and any associated expenditure has been endorsed by the applicant's board/management committee 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 together with any statement provided is, to the best of my knowledge, accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code Act 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 agree to participate in the periodic evaluation of the services undertaken by the department.

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

I understand that the applicant is responsible for ensuring that it has met relevant state or territory legislation obligations related to working with children, and that any person that has direct, unsupervised contact with children as part of a project under this grant opportunity, has undertaken and passed, a working with children check, if required under relevant state or territory legislation. The applicant is also responsible for assessing the suitability of people engaged on this project to ensure children are kept safe.

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 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's Investigations Standards and Commonwealth Fraud Control Framework and/or for a grant under management, terminating a grant agreement between the Commonwealth and the grantee including recovering funds already paid.

I declare that I am authorised to submit this form on behalf of the applicant and acknowledge that this is the equivalent of signing this application.

By checking this box I agree to all of the above declarations and confirm all of the above statements to be true

Yes

PROJECT BUDGET

Project Title - Multi Purpose Building Hamilton 'Bushfire Safe Place, Recover Get Together Meeting Area and area to allow people affected by bushfires and other emergency events to establish temporary accommodation, like caravans, motorhomes etc.

The project budget outlines the expenditure for the project to build a Multi Purpose Building at Lot 1 River Street, Hamilton.

Expenditure – Black Summary Bushfire Recovery Funding

Project	Total Cost
Prepare site	\$25,000.00
Multi Purpose Building	\$255,000.00
Landscaping of the site	\$15,000.00
Audit	\$1,500.00
	\$296,500.00

Total budget \$296,500.00

PROJECT PLAN

Project Title – Multi Purpose Building Hamilton ‘Bushfire Safe Place, Recover Get Together Meeting Area and area to allow people affected by bushfires and other emergency events to establish temporary accommodation, like caravans, motorhomes etc.

The plan outlines the process the Central Highlands Council will use to build a mutli purpose building at Hamilton for ‘Bushfire Safe Place, Recover Get Together Meeting Area, and to provide facilities to allow people affected by bushfires and other emergency events an area to establish temporary accommodation, like caravans, motorhomes etc.

The multi purpose building will be built at Hamilton on Lot 1 River Street Hamilton CT157051/1, as per the plan below highlighted in pink:



The Central Highlands Council owns the property in Hamilton as per Title CT157051/1, copy is included in the grant application.

At the August 2021 Council Meeting, Council approved the General Manager to undertake the project on land owned by Council at River Street, Hamilton to ensure there is a area in the township of Hamilton that can be used as a Bushfire Safe Place, Recover Get Together Meeting Area, and to provide facilities to allow people affected by bushfires and other emergency events an area to establish temporary accommodation, like caravans, motorhomes etc.

Schedule of tasks to implement the Project

1	Prepare a written request for quote for supply and installation of a multi purpose building that would include toilets, showers, laundry, kitchen area, BBQ and public meeting area.
2	Forward request for tenders to builders
3	Evaluate tenders received and make recommendation to Council
4	Advise successful tender and issue Council Purchase Order
5	Discuss with tender expected timeframes to completed project by November 2023
6	Agree with tender timeline for works
7	Undertake site works at Lot 1 River Street, Hamilton
8	Build multi purpose building that would include toilets, showers, laundry, kitchen area, BBQ and public meeting area.
9	Development & Environmental Services Manager to undertake inspections of work during building of multi purpose building that would include toilets, showers, laundry, kitchen area, BBQ and public meeting area.
10	Undertake landscaping of the site once multi purpose building is completed.
11	Development & Environmental Services Manager to undertake final inspection
12	Mayor and local Federal Member for Lyons to open the site.

Project milestones

Milestone	Estimated Start Date	Estimated End Date
Undertake site works	1/10/2022	31/12/2022
Obtain tenders for multi purpose building	1/11/2022	15/12/2022
Evaluate tenders and obtain Council approval	15/12/2022	31/1/2023
Build multi purpose building that would include toilets, showers, laundry, kitchen area, BBQ and public meeting area.	1/3/2023	30/11/2023
Undertake landscaping of the site	1/12/2023	31/12/2023
Mayor and local Federal Member for Lyons to open the site	26/1/2024	26/1/2024

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
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Playground for Bronte Park										
	Quotes exceed budget	Quote received are in excess of grant allocation	2	3	6	Ensure the request for quotes includes the maximum amount budgeted	3	Mgr. W&S	6/08/21	
	Weather conditions	Inclement weather (snow or heavy rain) delays installation	3	2	6	Reschedule a time with contractor	4	Mgr. W&S	6/08/21	
	Unsafe erection/use of temporary structure	Temporary structures need to be erected securely to protect the public	3	2	6	Inspect temporary structures and sign off on inspection	2	Mgr. W&S	6/08/21	Works and Service Manager engaged to under take inspections
	Unsafe permanent council structures	Risk to public using structure	1	4	4	Regular visual inspections	4	Mgr. W&S	6/08/21	Inspection conducted includes with playground inspection program
	Trees on Council property	Falling limbs or trees can cause injury	1	5	5	Proactive inspection of trees on council owned or leased land	5	Mgr. W&S	6/08/21	Carried out as part of normal works in towns and road inspections
	Using earthworking machines within municipal area	Risk of injury to employees and members of the public	3	4	12	Secure works area with appropriate traffic management and perimeter fencing and operator to be licenced.	4	Mgr. W&S	6/08/21	Traffic management used, signs used, operators licenced, fencing only where applicable
	Lack of or inappropriate supply or use of PPE.	Accidents and incidents through the lack of or inappropriate supply or use of PPE.	3	3	9	Is there evidence that a proper risk assessment has been conducted to determine whether the job, task or operation could be revised and made safer to eliminate the requirement of PPE?	4	DGM, All Mgrs.	6/08/21	PPE is required for all tasks by outdoor workforce
			3	3	9	Is there any evidence that the correct method of using the PPE has been determined and explained to the employees involved?	4	DGM, All Mgrs.	6/08/21	Tool Box Meetings
			3	3	9	Has there been any inspections conducted by Responsible Officers to ensure that PPE is utilised appropriately as and when required?	4	DGM, All Mgrs.	6/08/21	Spot check carried out by W & S Manager & DGM
	Exposing workers, visitors, contractors and others to health and safety risks and hazards arising from Council business and operations.	Risks and hazards include: - The layout of the workplace, lighting and ventilation does not, as far as is reasonable practicable, enable workers to carry out work without risks to health and safety. - Lack of adequate facilities of workers, including toilets, drinking water, washing and eating facilities. - Remote and isolated work. - Lack of emergency plans.	4	2	8	Promotion of, awareness to and compliance to Code of Practice CP124 - Managing the Work Environment and Facilities.	6	General Manager, DGM, All Mgrs.	6/08/21	Tool Box Meetings & Workshops

			4	2	8	Work Environment and Facilities Checklists: - Have checklists been designed and circulated to all areas. - Who has the responsibility to fill them out? - How often are they completed? - Who reviews the completed checklists? - Where are completed checklists filed? - Are results from the checklists referred to Senior Management as applicable - How are recommendations: . Communicated? . Decided upon? . Accepted or rejected? . Implemented? . Followed up?	6	General Manager, DGM, All Mgrs.	6/08/21	
			4	2	8	Explain how the following are addressed and controlled: - Identifying what facilities are required: . Consulting workers and others as applicable? . The nature of the work, including size, location and nature of the workplace and the number and composition of the workplace. - Maintaining the work environment and facilities: . Entry and exit to the workplace. . Housekeeping. . Work areas. . Floors and other surfaces. . Workstations. . Lighting. . Air quality. . Heat and cold. - Welfare Activities: . Access to facilities. . Drinking water. . Toilets. . Hand washing. . Dining facilities. . Personal storage. . Change rooms. . Shower facilities - general and emergency. - Outdoor work. - Remote or Isolated Work. - Accommodation. - Emergency Plans: . preparing emergency procedures. . Communicating the emergency procedures. . Displaying the emergency procedures. . Displaying emergency phone numbers.	6	General Manager, DGM, All Mgrs.	6/08/21	Some of these are done by W & S Manager through depot inspections and checklist. Annual inspections Maintenance Schedules Form 46 & Recommendations from Managers

Hazard	What is the harm that the hazard could cause?	What is the likelihood that the harm would occur?	Risk Rating		What controls are currently in place?	Are further controls required?	Actioned by	Date Reviewed	Maintenance and review
COVID-19 from customers who are infected	Staff or other customers catching COVID-19 (could result in serious illness or death).	Low, there have been few cases locally.	Medium, while there are only a few local cases the consequences may be severe.		Cleaning and disinfecting in accordance with guidance from Safe Work Australia (Tasmania) and public health authority. Frequently touched surfaces including counters, handrails, doors, till, phones, keyboards and EFTPOS facilities are regularly cleaned. Physical distancing – floor has markings to keep workers and customers at least 1.5m apart from each other. No more than permitted number of customers are allowed into the building at a time to allow for physical distancing and signs placed around the building advising of these rules. Plexi glass screen is installed at counters. Customers are kept back from counters. Alcohol based hand sanitiser is provided at all workstations and on entry to the building (out of reach of children). Posters on hand washing are prominent in building and hand washing facilities are available in the bathrooms.	Encouraging online interactions where possible.	Deputy General Manager	6/08/21	Ongoing to match government guidelines
COVID-19 from staff who are infected	Other staff or customers catching COVID-19 (could result in serious illness or death).	Low, there have been few cases locally.	Medium, while there are only a few local cases the consequences may be severe.		Cleaning and disinfecting is done in accordance with guidance from Safe Work Australia and Health authorities. Frequently touched surfaces including counters, handrails, doors, till, phones, keyboards and EFTPOS facilities have all been identified for regular cleaning. Staff have been briefed on symptoms of COVID-19 and have been told to stay home if they aren't feeling well. If a staff member becomes unwell at work, a process is in place to isolate them and arrange for them to be sent home to receive medical attention. Staff don't have contact with delivery drivers, all paperwork is completed electronically. Soap and water for hand washing and paper towel or air dryer for hand drying is available in bathrooms, staff rooms, Alcohol based hand sanitiser is also available in all staff areas including bathrooms, staff rooms, and vehicles and signs are displayed on appropriate use. Where staff meetings are required, they are held over the phone and information sent by email where possible. Break times are staggered to minimise the number of staff using break room at one time. Vehicle cleaned between swapping drivers	Hand sanitiser units	Managers	6/08/21	

Use of council owned facilities by other organisations/groups	Need to ensure Covid 19 controls are followed by other users	Low, there have been few cases locally.	Moderate, while there are only a few local cases the consequences may be severe.		Covid 19 controls signage installed and maintained. Cleaning and disinfecting supplies checked and filled (if required) daily.	Organisations groups to provide a copy of their worksafe plan for use of the facility	Mgr. DES and EHO	18/05/2020	Review as government guidelines alter
Customer aggression	Physical or psychological injury to staff.	Low, customers concerned they may not get the service they feel they should.	Low, staff have not reported instances of abuse.		There is always a supervisor in each department to assist but they can be caught up with other tasks. There is a counter to physically separate staff. A Managers is usually available to address any customer concerns. Staff can report aggressive customers and are advised to follow Council dealing with difficult customers guidelines. Training has recently been completed. Front counter staff have individual duress alarms which calls police to the premises. Staff have access to psychological support through an EAP.	Manager prioritises assisting staff with upset customers and staff able to remove themselves if they feel necessary. Clear signage	Deputy General Manager	6/08/21	Review if any further occurrences reported or monthly
Persistent use of hand sanitiser	Dermatitis	Low, many staff have used hand sanitiser regularly before	Low, effected individuals may have a significant reaction		Staff are encouraged to wash hands with soap and water for 20 secs where possible as an alternative to hand sanitiser in non-medical situations	Ask staff if they have a history of dermatitis or allergy to alcohol	Mgr. DES	6/08/21	
Persistent use of latex gloves	New or aggravated latex sensitivity	Low, most gloves will not be latex-based	Low, effected individuals may have a significant reaction		Staff are provided with non-latex gloves or remove gloves when not necessary.	Ensure latex free gloves are purchased.	Mgr. DES	6/08/21	

Central Highlands Council Risk Register

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
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1. Environment & Public Health										
1.1	Unsafe erection/use of temporary structure	Temporary structures need to be erected securely to protect the public	3	2	6	Inspect temporary structures and develop form to sign off on inspection	2	Mgr. DES	15/06/12	Consultant Engineer / Building Surveyor engaged to under take inspections
1.2	Unsafe permanent council structures	Risk to public using structure	1	4	4	Regular visual inspections and Form 46 Inspections	4	Mgr. DES	15/06/12	Inspection conducted annually & Form 56 issued
1.3	Poor food handling, storage & hygiene	cross contamination of food leading to food poisoning	3	4	12	Food licence to be issued annually to ensure food handling techniques and storage have been inspected and are sufficient	4	Mgr. DES, EHO	15/06/12	Food Premises inspection in accordance with Risk Category by EHO
1.3.1			3	4	12	Regular inspections of food premises and food stalls	6	Mgr. DES, EHO	15/06/12	EHO's discretion
1.3.2			3	4	12	Food Handlers courses to be conducted Food safety training, online	2	Mgr. DES, EHO	15/06/12	Online Food Handlers Course being introduced. I'm Alert - Online Food Safety Training now available on Council's Website
1.4	Hazardous activities	The risk that highly hazardous operations are conducted without observing necessary safe operating procedures	3	5	15	Ensure employees have received training in hazardous materials and that a qualified person is responsible for ensuring staff carry out work in a safe manner	4	Mgr. W&S	15/06/12	Relevant employees have undertaken Chem Cert training.
1.4.1	Hazardous activities Bothwell Swimming Pool	The risk that hydrochloric acid could be mixed with chlorine during the dosing operating process at the Bothwell Swimming Pool	3	5	15	Develop a safe operating procedure for the task, develop a SWMS, ensure employees have received training in the safe operating procedure for dosing the swimming pool and that a qualified person is responsible for ensuring staff carry out work in a safe manner	4	Mgr. W&S	20/02/18	Developed a SOP, SWMS and employees that undertake the dosing of the swimming pool chlorine have undertaken training and signed the SWMS.
1.5	Dangerous dog or animal at large	Could cause injury/death to humans or other animals	3	4	12	Ensure Council's animal control officer is trained to deal with dangerous animals and responds quickly. Enlist help of RSPCA and/or police where necessary	8	Mgr. DES	15/06/12	Continual Training for Officer. Response time guided by severity of case. Service provided under shared services with SMC
1.6	Unhygienic toilets	Unclean toilets can pass on disease and be bad for Council's reputation	1	3	3	Regular inspections and cleaning of public conveniences and undertake any repairs asap when required	2	Mgr. W&S	15/06/12	Bothwell toilets cleaned daily and others 3 times per week
1.7	Unsafe water supplies	Non-potable supply with chemical/bacteriological contamination	2	4	8	Ensure effective treatment and management is undertaken of non potable water, regular inspections of water source and storage. Issue of Private Water Licence with appropriate conditions. EPN may be required to ensure proper compliance with legislation.	4	Mgr. DES, EHO	15/06/12	All Private Water Sources are inspected and licenced annually. Licences conditioned & testing results forwarded to Council
1.8	Untreated sewage in stormwater system or wastewater laying on the ground	Exposure of harmful bacteria & viruses to the community	4	4	16	Effective assessments and designs for improved treatment of sewerage when problem identified. Issue of correction orders for existing systems not complying, inspections and advice.	4	Mgr. DES, EHO	15/06/12	Notice or Order Issued for compliance of systems
1.9	Waste Transfer station and Hamilton Landfill	injury to employees or public through housekeeping	2	5	10	Caretaker to ensure all waste is located in the appropriate place and DES Manager and or EHO to do random checks. Compliance with Contract & Policies	4	Mgr. DES	15/06/12	Randum Inspections Undertaken

Central Highlands Council Risk Register

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1.10	Creating environmental Harm, breaches and disasters.	Environmental concerns, breaches, disasters, accidents and incidents through the failure to recognise risks to the environment or failure to comply with relevant Legislation, Acts, Regulations, Codes of Conduct, Standards, Industry Best Practices, etc.	3	5	15	Has each job been reviewed in order to minimise exposure to risks in damaging the environment? Legislation checks for compliance with environmental requirements, regulations and codes. Keep abreast of any legislations updates. Take into account social and economic issues that may arise. Adherence to any EPN,s issued to Council e.g. Hamilton Landfill and Quarry.	4	All Mgrs.	13/05/13	W & S Manager - yes through Safe Work Methods & Training
1.10.1			3	5	15	Are all environmental risks considered and documented, including: - Habitat - Flora and Fauna? Endangered species? - Aboriginal sites? - Heritage sites? - Air pollution? Land pollution? Permits, licences, permissions? Contaminated sites? Transport of noxious weeds, etc.? Asbestos? Use of chemicals Controlled Substances - Storage, disposals, records of use, compatibility of chemicals, etc.? - Recycling or disposal of refuse - Council and Public refuse? - Environmental hazards to employees e.g. snakes, spiders, weather conditions, working conditions, etc.	5	All Mgrs.	13/05/13	W & S Manager - yes where applicable

2. Planning and Permits										
2.1	Incorrect planning/building advice	inaccurate advice provided by staff over the counter or through telephone	3	2	6	Ensure that advice given is correct, information should be sought from the appropriate Council Officer.	4	Mgr. DES	15/06/12	Counter & Telephone Enquires & Advice Form used to record advice given
2.2	Planning permit conditions	approved planning permit conditions not matching the conditions on the issued planning permit	2	4	8	Procedures in place to ensure that permit conditions are checked by 2 different officers	2	Mgr. DES	15/06/12	Checked by Senior Admin & Manager
2.2.1			2	4	8	A sign off document should be developed to record this check for audit purposes	2	Mgr. DES	15/06/12	Checklist used
2.3	Illegal buildings (dwellings & outbuildings) in municipality	buildings may not have building permits issued	3	4	12	When undertaking building inspections, check other blgs in vicinity to ensure permits have been issued	4	Mgr. DES	15/06/12	Regular Area Inspections
2.4	Planning permit timeframes	May allow development applications to be appealed if statutory timeframes not adhered to	1	4	4	Ensure that statutory timeframes for processing development applications are documented and adhered to by use of a checklist	4	Mgr. DES	15/06/12	RegApp System used to monitor timeframe

Central Highlands Council Risk Register

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
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3. Council Facilities and General Operations

3.1	Unsafe Council Facilities / Public Buildings (e.g. Halls)	Insufficient money allocated in Budget to carry out maintenance.	1	2	2	Ensure funds are allocated in Budget.		Mgr. DES, Mgr. W&S	13/05/13	Inspection undertaken. Works Program. Funds allocated in budget every year.
3.1.1		Insufficient maintenance work. Building becomes unsafe to Public.	3	4	12	Annual Maintenance Procedures in place.		Mgr. DES, Mgr. W&S	13/05/13	Inspection conducted annually. Consider closure of facility
3.1.2		No inspections. Risk to Council and Public.	1	4	4	Annual Form 46 carried out in accordance with the Building Act.		Mgr. DES	13/05/13	Inspection conducted annually
3.2	Showers not working in camping facilities	May result in burns to users, or people unable to shower	2	2	4	Regular inspections and cleaning of showers to ensure they are working properly	4	Mgr. W&S	13/05/13	Cleaning at Bothwell daily and all other punlic conveniences 3 times a week
3.3	Insufficient softfall in parks	May result in injuries to children	3	2	6	Conduct and document monthly inspections to ensure sufficient softfall is present around the play equipment	4	Mgr. W&S	15/06/12	Monthly inspections carried out. Softfall replaced when necessary
3.4	Play Equipment	Broken/missing parts may cause injuries	3	3	9	Monthly checklist of inspections for all parks	4	Mgr. W&S	15/06/12	Check list available - employee trained in playground inspections
3.5	Swimming Pool Recreational Waters	Insufficient signage can result in injury to swimmers e.g. pool depths signs, no diving signs , no swimming signs, etc.	1	2	2	Ensure signage at pool is as per Royal Lifesaving Society Guidelines by reviewing prior to each pool season Ensure no swimming signs installed where recreational swimming is prohibited.	2	Mgr. DES	15/06/12	Reviewed by DES prior to each pool season & updated if required
3.5.1		Pump failures which result in pool closure, loss of income and expense to repair/replace.	3	2	6	Daily checks on pumps.	2	Mgr. DES, Mgr. W&S	15/06/12	Minotored through Daily Log Sheets submitted by Pool Attendant
3.5.2		Water imbalance. Health risk to public and operators. Pool closure. Unsafe water quality in recreational water - health risk to public.	2	2	4	Water quality testing to be undertaken 4 times a day and recorded on daily log sheet. Laboratory testing of pool water and recreational waters to ensure compliance with legislation for recreational requirements.	2	Mgr. DES, Mgr. W&S	15/06/12	Monitoring of Daily Log Sheet to ensure complainece. Lab testing undertaken 4 times throughout season.
3.5.3		Wet floors in showers. Slip and fall hazard.	3	3	9	Daily inspections.	2	Mgr. DES, Mgr. W&S	15/06/12	Monitored and recorded on Daily Log Sheets + signs
3.5.4		Blocked WC. Health risk to public.	2	2	4	Daily inspections.	2	Mgr. DES, Mgr. W&S	15/06/12	Monitored and recorded on Daily Log Sheets & DES Office notified if action required
3.6	Trees on Council property	Falling limbs or trees can cause injury	1	5	5	Proactive inspection of trees on council owned land	5	Mgr. W&S	15/06/12	Caried out as part of normal works in towns and road inspections
3.6.1			1	5	5	Removal of dangerous limbs where required	4	Mgr. W&S	15/06/12	Carried oaut when identified
3.7	Damage to Headstones	Damage occurring as a result of mowing or whipper snipping resulting in a financial loss to Council	1	2	2	Instruct employees on appropriate methods to avoid contact with headstones	1	Mgr. W&S	15/06/12	Relevant employees have been instructed in appropriate methods - spraying around headstones to commence in 2015

Central Highlands Council Risk Register

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
3.8	Machinery Breakdown/Sabotage	Downtime through machinery breakdowns or sabotage has a financial effect on Council finances	3	2	6	Ensure that regular servicing and maintenance of machines is undertaken.	2	Mgr. W&S	15/06/12	Vehicle pre start checklists by operators - faults notified to W & S Manager
3.8.1			3	2	6	Ensure security of machines by either locking in council depots or when away from depots machine is left in a neighbouring property	4	Mgr. W&S	15/06/12	Depots are locked. Machines left on occupied premises if out on jobs
3.9	Injuries to property or people from Council mowers	Pedestrians or property may be hit by rocks etc. from Council mowers	3	3	9	Ensure all mowers have guards etc. to minimise instances of rocks being ejected from mowers and staff are aware of pedestrians and property in the vicinity	6	Mgr. W&S	15/06/12	All guards in place - staff ensure don't mow close to vehicles, pedestrians or buildings
3.10	Illegal access to Waste Transfer Sites, Landfill site.	Could result in damage to Council Property or an injury to person entering illegally	4	3	12	Ensure that all sites are fenced and all sites are locked when not open to the public	4	Mgr. DES	15/06/12	All sites are locked and fenced
3.11	Damage to ratepayer property by weedspraying	Weedspray may make contact with private gardens, lawns or shrubbery etc.	2	2	4	Ensure that employees weedspraying take into account weather conditions, wind direction etc. to prevent the spray making contact with private property Keep records as required by legislation on weed type and spray used.	2	Mgr. W&S	15/06/12	Safe operating procedures training given to operators and signs are erected
3.12	skin contact or inhaling of chemicals while weedspraying	Untrained employees may be at risk from inhaling or skin contact while weedspraying	3	3	9	Ensure only accredited employees undertake weedspraying and that PPE is worn	4	Mgr. W&S	15/06/12	Only accredited employees can actually weedspray and PPE is worn
3.13	Theft of Council equipment/supplies	Financial loss may occur as a result of theft	3	3	9	Ensure that Council's sheds are locked each night	2	Mgr. W&S	15/06/12	All sheds are locked each night
3.13.1			3	3	9	Undertake regular inventory counts	2	Mgr. W&S	15/06/12	Undertaken by W & S Manager
3.14	Blocked Drains and culverts	Drains and culverts that become blocked can cause damage to Council assets or to private property	4	4	16	Ensure that drains and culverts are regularly inspected and cleaned to prevent blockage and subsequent damage occurring during heavy rains to Council roads/assets or adjacent properties	4	Mgr. W&S	15/06/12	Drains cleaned regularly with backhoe and town kerbs & channels swept regularly
3.15	Danger to employees whilst performing duties	Employees could be injured undertaking municipal works - working at heights, manual handling, working in and around traffic, weather conditions	3	4	12	Ensure SOP provided for each task Employees have sufficient safety training for the task. Council has an overall Health and Safety Plan	6	DGM, All Mgrs.	15/06/12	Safe Work Method Statements available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.16	Dangerous dog or animal at large	Could cause injury/death to humans or other animals	3	4	12	Ensure Council's animal control officer is trained to deal with dangerous animals and responds quickly. Enlist help of RSPCA and/or police where necessary	8	Mgr. DES	15/06/12	Continual Training for Officer & update equipment if necessary - service provided under shared services with SMC
3.17	Unhygienic toilets	Unclean toilets can pass on disease and be bad for Council's reputation	1	3	3	Regular inspections and cleaning of public conveniences and undertake any repairs asap when required	2	Mgr. W&S	15/06/12	Toilets inspected regularly as part of cleaning
3.18	Unsafe water supplies	Non-potable supply with chemical/bacteriological contamination	2	4	8	Ensure effective treatment and management is undertaken of non potable water See EHO requirement	4	Mgr. DES, EHO	15/06/12	All Private Water Sources are Licenced, conditioned & inspected yearly. Signage if necessary
3.19	Untreated sewage in stormwater system or laying on the ground	Exposure of harmful bacteria & viruses to the community	4	4	16	Effective assessments and designs for improved treatment of sewerage when problem identified See EHO requirement	4	Mgr. DES, EHO	15/06/12	Notice or Order Issued for compliance of systems & inspection of repairs

Central Highlands Council Risk Register

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
3.20	Using electrical equipment	Risk of electrocution using equipment	2	5	10	Create a register and test & tag all electrical equipment and have circuit breakers installed	4	All Mgrs.	15/06/12	All electrical devices are tested and tagged annually with certificate provided by contractor - Next inspection due August 2022
3.21	Driving on municipal roads with corrugation and potholes	risk of damage to vehicular traffic or accidents	4	2	8	Ensure that potholes are regularly filled in and roads are graded where necessary	4	Mgr. W&S	15/06/12	done as part of regular road maintenace
3.22	Using earthworking machines within municipal area, Machinery, Plant & Vehicle interaction Across the worksite and including public roadway.	Plant and site traffic operating close to other traffic or personnel, spotters or others out side machinery operators view; Causing: • Crushing • Striking • Hitting • Serious Injury • Fatality • Vehicle / Plant Collision • Confusion Striking of other personnel (ground) • Striking of other plant, equipment & light vehicles; • Crushing of personnel undertaking maintenance • Access and egress • Stockpile collapse • Plant rollover • Engulfment • Slips trips falls from machinery and also around machinery • Crushing • Striking • Hitting • Major Injury • Fatality • Confusion • Fall from machine Plant not maintained leading to injury Risk of injury to employees and members of the public	3	4	12	Secure works area with appropriate traffic management and perimeter fencing and operator to be licenced. Workers competent to operate plant Procedures SWMS Supervision Risk Assessment (Plant Assessor) Service and Maintenance Replacement Program Plant Replacement Plan (include in annual budgets) Risk Management Policy	4	Mgr. W&S	28/02/22	Traffic management used, signs used, operators licenced, fencing only where applicable, Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.23	Damaged footpaths in municipal area	risk of fall and injury to pedestrians	3	3	9	regular maintenance to footpaths and monthly documented council inspections	2	Mgr. W&S	15/06/12	Changed to quarterly by W & S Manager
3.24	Sporting events on municipal grounds	risk of injury due to ground surface	3	4	12	conduct and record monthly inspections	4	Mgr. W&S	15/06/12	Bothwell and Hamilton Undertaken quarterly by W & S Manager
3.25	Working around assets -Overhead Powerlines and underground assets	Overhead power contact-electrocution/fatality Contact with: - - Gas - lines - Underground cables - Telecommunication cables, - water, drainage lines etc- • Fatality • Electrocution • Loss of service	3	4	12	Procedures SWMS Supervision (Spotters) DBYD Use of qualified contractors (if required) Use of location services Liaise with Asset Owners in planning phase Laser height measurement of services Use of signage Training	6	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.

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3.26	Lifting materials and equipment	Risk of materials or equipment falling when being lifted and resulting in death or injury to a person and/or property damage	3	3	9	Lifting gear inspection as per manufacturer requirements Procedures SWMS Training	4	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.27	Confined Space (Working in Pits etc)	Asphyxiation from: • Exhaust fumes, • Contaminated soils, • Use or introduction of hazardous substances • Lack of oxygen	3	4	12	Training Provision of rescue equipment Procedures SWMS Supervision	6	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.28	Manual Handling	Lower back injury, Sprains and strains high force, carrying, materials/ Tools plant and equipment/ using bars etc use of hand or power tools • Occupational Over use syndrome	3	3	9	Training Provision of mechanical aids Manual Task SOP Supervision	4	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.29	Sun Protection ultra violet radiation	Skin Cancer	4	2	8	Sun Protection Policy Encourage staff to undertake biennial skin checks with their GP's	2	All Mgrs.	28/02/22	Toolbox meetings with staff members undertaken by Managers
3.3	Hazardous substances / Dangerous Substances	Misuse, Inhale, ingest toxic substances. Fire or explosion from interaction with materials that should not be stored together or ignition sources. Spills	3	4	12	Safety Data Sheets at each depot Chemical Handling SOP Provision of PPE Gradual reduction of spray areas over time Minimisation of use of chemicals Use of qualified contractors (if required) Use of signage Training	4	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.31	Needlestick injury / infection	Injury/ Illness/infection, phsychological effects on employee	4	2	8	Handling Sharps SOP	4	DGM, All Mgrs.	28/02/22	Toolbox meetings with staff members undertaken by Managers
3.32	Harassment/Discrimination / Bullying	Stress, lack of sleep/fatigue, accident, injury, psychological damage	4	2	8	Disciplinary procedure Training Anti Discrimination and Harrassment Policy Grievance Procedure Employee Assistance Program	4	DGM, All Mgrs.	28/02/22	Toolbox meetings with staff members undertaken by Managers
3.33	Fatigue	Accidents,Serious injury, illness, unable to function	4	2	8	Fitness for work Monitor work hours Active management of leave balances Rostered Day Off (RDO)	4	DGM, All Mgrs.	28/02/22	Toolbox meetings with staff members undertaken by Managers
3.34	Ergonomics (includes working from home) and Sedentary Work	body strain, soft tissue injury, eye strain, cardiovascular, diabetes, obesity and other illnesses and conditions due to prolonged periods of sitting at computers or work stations	2	2	4	Training Work From Home Self Assessment Form Home Based Work Guidelines Provision of sit/stand desks Opportunities for activities during work time Workers encouraged to walk around	2	DGM, All Mgrs.	28/02/22	Toolbox meetings with staff members undertaken by Managers
3.35	Remote or Isolated Work Activities	Break down, injury/accident	3	3	9	Remote & Isolated Procedure Condiser installation of devices (Spot Tracker, Fall Alert, EPIRB)	4	DGM, All Mgrs.	28/02/22	Toolbox meetings with staff members undertaken by Managers

Central Highlands Council Risk Register

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3.36	Contractors engaged for works	Workplace accident, injury, Plant damage, injury to member of public or damage to member of public vehicle. Not competent, no Safety Management systems, Plant not maintained or safe	4	2	8	Contractor Management Plan WHS Inspections Internal Audits Procedure prompts on purchase order books Contractor register Contractor induction program	4	DGM, All Mgrs.	28/02/22	Site meetings undertaken by W & S Manager
3.37	Lack of Competency	Workplace accident or injury	4	2	8	Verificaiton of Competency (VOC) Assessments Training budget Performance reviews Relevant qualifications identified at recruitment stage Position descriptions reviewed annually	4	DGM, All Mgrs.	28/02/22	Reviewed by all Managers during PRD process with staff members.
3.38	Hot Work (Welding/cutting/grinding)	Burns, Welding flash, fire, explosion	3	3	9	SWMS Fire Extinguisher Training	4	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.39	Excavation/Penetrations Asphalt, Pit work, Tipface	Roading, Unstable soil conditions Static and dynamic loading, eg Machinery to close to excavation, vibration etc Ground water and unstable soil or rock type; faults and bedding planes Possibility of flooding from water sources, drains; surface run off, swamp, dam, reservoir or lake; rivers Working to close to old disturbed ground Manholes and other shafts; bends; Spoil collapse, placed too close to excavation Trench Collapse	3	4	12	SWMS Excavation SOP Mobile Plant SOP Working near Overhead Assets SOP Underground Assets SOP Asphalt SOP Confined Space SOP Training Verificaton of Competency (VOC) Assessments	6	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.4	Work at Height	Falls into excavations Falls from ladders Falls into voids and penetrations Falls into trenches, drill holes Falls from mobile equipment: Falls from Scaffolds	3	4	12	Training/Competency Ladder Use SOP SWMS	6	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.41	Use of Power saws concrete cutters, angle grinders, drills, jackhammers, compressors or similar	Amputation of fingers hands toes feet Severe laceration Eye injuries Sparks Crushing Shearing Struck by Vibration Exposure to pressure from burst hoses, detached hoses Cuts and contusions Exposure to noise Hazardous Substances Manual handling/back injury Respiratory issues	3	4	12	Training/Competency Small Tools and Equipment SOP SWMS	6	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.
3.42	Noise Induced Hearing Loss	long term hearing impairment	3	3	9	Hearing Tests/bi annually Provision of hearing protection	4	Mgr. W&S	28/02/22	Toolbox meetings with staff members undertaken by Managers

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3.43	Housekeeping including adequate lighting	Workplace accident due to inadequate lighting for task or storage of materials in designated footpaths	2	2	4	Maintenance of premises/facilities Audit of site	2	Mgr. W&S	28/02/22	Toolbox meetings with staff members undertaken by Managers
3.44	First Aid	No first aiders on site, injuries not given first aid could end up more serious. People aiding injured person may not have the knowledge and make condition worse.	2	2	4	All outdoor workers trained in 1st Aid Some indoor workers trained in 1st Aid 1st Aid kits provided in all vehicles and facilities	2	DGM, All Mgrs.	28/02/22	Training program for staff members
3.45	Workplace Facilities	Hygiene not adequate, illness, Lost time	2	2	4	Main office cleaned by council cleaner Depots are cleaned by Council workers	2	DGM, All Mgrs.	28/02/22	Cleaning program inplace
3.46	Procurement (including Contractor Management)	Projects may not be delivered either on time or on budget or both. Contractors cause a workplace accident, injury, plant damage, injury to member of public or damage to member of public vehicle due to a lack of competency , no safety management systems, plant not maintained or safe	3	3	9	Project planning Project management techniques Officer training Procedures Purchasing guide Purchasing prompts on purchase order books Code of tendering and contracts WHS Inspections Internal Audits	4	GM & Audit Panel DGM, All Mgrs.	28/02/22	Process reviewed by General Manager and Audit Panel
3.47	Traffic Management	Serious injury or fatality to member of public or council employees. Traffic accident vehicle or plant damage.	3	3	9	Workers trained in Traffic Management Approved traffic management plans SWMS	4	Mgr. W&S	28/02/22	Safe Work Method Staments available for high risk tasks - training provided where necessary and required prior to undertaking task.

4. Corporate										
4.1	Asset Values	failure to maintain real value of council assets	3	4	12	Ensure that a Long Term Financial Asset Plan is introduced to allocate funding to renewal of assets	6	DGM	15/06/12	Long term Asset management Plan updated August 2015 - to be review by Audit panel Dec 2015 & then submitted to Council - adopted by Council 19 Jan 2016. Reviewed & Adopted Feb 2017 - Regular reviews and last reviewed October 21.
4.2	Internal Protocols	Failure to develop and implement necessary management protocols e.g.. policies, procedures, standards and codes with a resultant breach causing a loss	3	4	12	Ensure that Council's Audit committees review and develop documents necessary to ensure that operations are handled efficiently and within audit requirements	6	DGM, Audit Committee	15/06/12	Internal Compliance Plan and Authorisation Matrix developed October 2020. Audits undertaken by third party organisation.
4.3	Records Management	Failure to adequately record, save, store and dispose of records as required by legislation	3	4	12	Provision of archive training for records officer and internal training to administration staff on saving of records	4	DGM	15/06/12	Training undertaken by Casey Bryant from Archives Office. Records management training provided to relevant staff. Katrina has organised archive trainingfor July 2017. Upgrade of Council Magiq software as per licence agreement. Arrangements made for current staff to undertake Magiq training - March 2022

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4.4	Investments	Downturn in returns from investments	3	2	6	Review of Investments and terms to be undertaken to get the best returns for Council within its investment policy	2	DGM, Audit Committee	15/06/12	Investments reviewed upon maturity & reinvested at the best rate of return for Council by Sharee Nichols. Investment of Surplus Funds Policy adopted June 2020.
4.5	Breakdown of financial monitoring and audit systems	Change in personnel, software or hardware results in a significant weakening of the internal control/framework.	3	4	12	Develop an internal control procedure to ensure that financial monitoring is adequately resourced to enhance the security of financial information	6	DGM, Audit Committee	15/06/12	Internal Compliance Plan and Authorisation Matrix developed October 2020, SOP's developed. Audits undertaken by third party organisation.
4.6	Workplace Health & Safety	Non-compliance of WHS and Workplace safety legislation can result in fines being received	3	5	15	Ensure that Managers receive training in legislative requirements and that Council provides funding to implement all safety measures	9	GM, All Mgrs.	15/06/12	Training previously undertaken
4.7	Workplace Health & Safety	Non compliance with WHS and Workplace safety legislation can result in injury/death to employees	3	5	15	Ensure that Managers and employees are aware of legislative requirements and employees obligations for a safe work place	9	GM, All Mgrs.	15/06/12	Through policy and W & S toolbox meetings & training
4.8	Duty of Care	Failure to provide a duty of care by Council to employees and contractors	2	2	4	Managers to ensure that they have read the OH&S legislation and understand their obligations.	2	GM, All Mgrs.	15/06/12	Yes W & S & DES Managers
4.9	Duty of Care	Failure to provide required accident response capability including first aid, medical attention and welfare support to staff	2	4	8	Provide first aid training to all staff and ensure emergency contact details for doctors and ambulance are well displayed.	4	GM, All Mgrs.	15/06/12	Staff have undertaken first aid training. Defibulator purchase for both Bothwell and Hamilton. Refresher Courses undertaken when required. Refresher course held in May 2021
4.10	Annual audits	Failure to improve financial position from the Auditor General's viewpoint	3	3	9	Develop a Long Term Financial Plan to address deficiencies in Council's financial position	4	DGM, Audit Committee	15/06/12	Financial Plan has been adopted and is being updated to reflect the reviewed LTAM Plan- LT Financial Plan and Strategy updated and adopted 17/5/16. Reviewed and adopted Feb 2017. Reviewed and adopted October 2021
4.11	Emergency Management	Council's capacity to respond to emergencies within the CHC area e.g. fire	2	5	10	Ensure that Council's emergency Management Co-ordinator and Deputy Co-ordinator have the necessary training to carry out their duties under the Central Highlands Emergency Management Plan	6	GM Mgr. DES, All Mgrs.	15/06/12	Councils Emergency management Coordinator has had training and Deputy Coordinator advises he has had some. EMP reviewed April 2016 and adopted in 2017. Monthly meetings conducted SRMCC. EMP reviewed and adopted July 2021
4.12	Insurance	Under insuring council assets could result in a financial loss to Council	2	4	8	Ensure that an annual review of Council's insurable assets, including roads and bridges, motor vehicles, buildings, plant, tools and equipment, etc. is undertaken to ensure all relevant assets are insured.	4	DGM	15/06/12	An annual review was undertaken May/June 2015 and May/June 2021 by DGM, DES Manager and W&S Manager - Schedules kept updated by S Nichols
4.13	Loss of data from server	Potential loss of data saved on it server	3	5	15	Daily backup and weekly backup of server with backups being recorded	5	DGM	15/06/12	Daily & Weekly backups are undertaken - server in records room does backups automatically. Backup server tapes updated in Nov 2021.

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4.14	Fraud	funds being embezzled by council employee	1	5	5	Segregation of duties and keep good documentation	3	DGM	15/06/12	Duties are segregated as much as possible for a small office and number of staff. Authorisation Matrix introduced October 2020. New form to authorise invoices. Duties segregated for creditor control.
4.15	Incorrect Creditor payments	Incorrect authorisations may result in incorrect accounts being paid to creditors	4	4	16	Develop a procedure for accounts payable authorisation and payment	4	DGM	15/06/12	Draft Purchasing and Payments Control Policy to Audit panel 8/6/16. Policy adopted by Council 21.6.16. Policy reviewed December 2020. SOP implemented
4.16	Slow Recovery of Debts	Debt collections are not followed up in a timely manner which can result in bad debts or loss of interest to Council	3	3	9	Outstanding Debtors to be followed up after 30 days	4	DGM	15/06/12	All Debtors followed up - where necessary accounts submitted to collection agency
4.17	Loss of Interest	Interest may be lost if funds are not transferred to term deposits	2	1	2	Follow Council's policy to maximise interest receipts	1	DGM	15/06/12	See 4.4

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

6. Safety Data Sheets (SDS)										
6.1	Accidents, incidents occurring due to lack of knowledge of goods and materials.	Accidents, incidents occurring due to lack of knowledge as to the appropriate use, storage, comp ability, toxicity, disposal, chemical composition and nature of goods and materials.	4	3	12	Ensure that SDS are available for all goods and materials in use, storage or on order for the Council.	2	DGM, All Mgrs.	13/05/13	W & S Manager advised all SDS are available
6.1.1			4	3	12	A master copy of SDS' should be retained in central offices, with a copy to be stored with the goods and materials.	2	DGM, All Mgrs.	13/05/13	Master copy in both works depot

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

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

8. Asbestos										
8.1	Exposure to asbestos.	Causing injury, harm or death to employees, contractors and or the public through exposure to or contamination by asbestos products.	3	4	12	Identify the presence of asbestos in all Council owned buildings, sites, assets and materials.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	W & S Manager advised he has completed and Register is complete. Asbestos Policy reviewed September 2021
8.1.1			3	4	12	Engage professionals to produce asbestos registers for all sites.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	No asbestos

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8.1.2			3	4	12	Conduct regular inspections of identified sites to ensure that the condition of buildings and materials are being monitored.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	No asbestos
8.1.3			3	4	12	Ensure that asbestos is disposed of in a safe and prescribed manner by appropriately licenced staff or contractors.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	Disposal at Hamilton Refuse Disposal Site. Staff Trained
8.1.4			3	4	12	Asbestos registers are to be signed by Contractors whenever are they are working in the area to ensure that they acknowledge that they have been informed of the whereabouts or likelihood of asbestos.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	W & S Manager advises those areas are isolated from contractors
8.1.5			3	4	12	Staff are to sign the asbestos registers at least annually to acknowledge that they have been made aware of the whereabouts or likelihood of asbestos.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	Works & Services manager advises staff where applicable.
8.1.6			3	4	12	Staff are to inform management whenever they notice that the condition of any material known or suspected to contain asbestos has deteriorated which may lead to the possibility of exposing asbestos into the environment.	4	DGM, Mgr. DES, Mgr. W&S	13/05/13	Staff Training Undertaken

9. Buildings										
9.1	Legal action against Council in relation to Council buildings.	Lawsuits against Council in relation to unsafe Council buildings or misunderstandings as to legal responsibilities relating to use, hire, lease or entering Council owned or leased buildings.	3	2	6	Ensure that appropriate and certified hire/lease agreements are entered into with hirers/lessees of Council buildings. These are to contain well documented and unambiguous conditions of hire/lease as applicable to both the Council and to the hirer/lease.	12	GM, Mgr. DES	13/05/13	
9.1.1			3	2	6	Provide and comply with any Certificates and requirements. Annual Maintenance Statement (Form 46) undertaken	12	GM, Mgr. DES	13/05/13	Form 46 Health & Safety Inspection undertaken and works undertaken if required.

10. Public Areas										
10.1	Legal action against Council in relation to Public areas within the Council Municipality.	Lawsuits against Council in relation to accidents and incidents in public areas within the Council Municipality.	4	2	8	Are the public areas appropriately signed?	4	GM, All Mgrs.	13/05/13	W & S Manager - Yes
10.1.1			4	2	8	Have Places of Assembly Certificates been obtained and displayed appropriately?	4	GM, All Mgrs.	13/05/13	No longer required under legislation
10.1.2			4	2	8	Are there any other special requirements for the public area - restricted access, opening and closing hours, ban on smoking or alcohol, etc.?	4	GM, All Mgrs.	13/05/13	Yes, smokefree. Signage in place.

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10.1.3			4	2	8	If there are special requirements, are these adequately addressed?	4	GM, All Mgrs.	13/05/13	Yes, Council Policy.
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11. General Security

11.1	Physical threats to staff, assets and buildings.	Break-ins, thefts, burglaries, unauthorised access, threats to staff, loss or destruction of Council assets, etc.	4	2	8	Are applicable buildings alarmed, monitored?	4	All Mgrs.	13/05/13	Both Office buildings are monitored by chubb
11.1.1			4	2	8	Are security contacts appointed, trained and aware of responsibilities?	4	All Mgrs.	13/05/13	Security contacts provided to chubb and kept updated
11.1.2			4	2	8	Have policies and procedures been developed, approved and appropriately issued to and discussed with staff?	4	All Mgrs.	13/05/13	
11.1.3			4	2	8	Do the policies and procedures include - Break-ins? - Alarm Systems? - Armed hold-ups? - Cash in Transit? - Abusive, threatening and violent customers and public? - Guidelines for Council premises, public and private establishments? - Emergency contacts - Council, Fire, SES, Police, Ambulance, First Aid, Southern Water representatives, DIER, etc.	4	All Mgrs.	13/05/13	Security procedure provided to office staff and W & S Manager & L/Hand

12. Safety Committee, Safety Representatives

12.1	Failure to meet minimum requirements in relation to Safety Committees and Safety Representatives.	Non-compliance with Legislation, Acts, Regulations and Codes of Practice in relation to Safety Committees and Safety Representatives.	4	2	8	Has a Safety Committee been established?	4	All Mgrs.	13/05/13	Safety Committee not requested by staff. EB 2020 includes a Staff Consultative Committee
12.1.1			4	2	8	Does the composition of the Safety Committee appear to be adequate (and does it comply to statutory requirements)?	4	DGM	13/05/13	
12.1.2			4	2	8	Have Safety Representatives been nominated, voted on, appointed, inducted and trained?	4	DGM	13/05/13	
12.1.3			4	2	8	Are safety checklists established, approved and utilised at appropriate intervals?	4	All Mgrs.	13/05/13	W & S Manager organises safety checks at both Depots on a quarterly basis.
12.1.4			4	2	8	Are findings on safety inspections reported on acted upon?	4	DGM	13/05/13	
12.1.5			4	2	8	Are the safety checklists regularly reviewed to ascertain whether amendments are required?	4	All Mgrs.	13/05/13	Review by W & S Manager
12.1.6			4	2	8	Does the Safety Committee meet regularly?	4	DGM	13/05/13	n/a
12.1.7			4	2	8	Do the Agendas for Safety Meetings appear to be appropriate?	4	DGM	13/05/13	n/a

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12.1.8			4	2	8	Are Minutes of Safety Meetings recorded, approved, signed and distributed appropriately?	4	DGM	13/05/13	n/a
12.1.9			4	2	8	Are the Safety Meeting Minutes presented to the General Council Meeting for discussion, review and endorsement?	4	DGM	13/05/13	n/a

13. Anti-Discrimination										
13.1	Council being sued under alleged breaches of Anti-discrimination provisions.	Monetary fines and damage to Council's reputation in relation to alleged breaches of ant-discrimination practices and incidents.	3	3	9	Ensure that an Anti-Discrimination policy is available and is current (reviewed and approved within the last 12 months).	4	DGM	13/05/13	New Policy 2015-34 Harassment & Discrimination Policy adopted April, 2015. Training to staff by Dixie Emerton on 1 June 2015. Policy reviewed June 2020 and is available at both offices and depots
13.1.1			3	3	9	Are there plans to review, amend and approve this policy at least every 12 month?	4	DGM	13/05/13	Review date is April 2017. Policy reviewed June 2020 and is available at both offices and depots
13.1.2			3	3	9	Has the policy been presented at a tool-box meeting or seminar/presentation to all staff within the last 12 months?	4	DGM	13/05/13	All staff were given copies. Trainngn held on 1 June 2015. Copy of policy available in the Policy register at both offices and depots
13.1.3			3	3	9	Have all staff signed an attendance record acknowledging that they have attended Anti-Discrimination training?	4	DGM	13/05/13	
13.1.4			3	3	9	Has a staff member been nominated as responsible for the policy?	4	DGM	13/05/13	
13.1.5			3	3	9	Have staff been appointed as Anti-Discrimination Contact Officers?	4	DGM	13/05/13	
13.1.6			3	3	9	Have staff been appointed as Anti-Discrimination Investigation Officers?	4	DGM	13/05/13	

14. Policies and Procedures										
14.1	Lack of current authorised Policies and Procedures.	Inability to rely on policies and procedures as evidence that Council is aware of and is responding to requirements within Legislation, Acts, Regulations and Codes of Practice.	3	4	12	Have requirements for Policies and procedures been adequately identified?	4	GM, Audit Committee	13/05/13	Policies are reviewed regularly - ongoing. Policy index gives date policy adopted and a review date
14.1.1			3	4	12	Have appropriate Policies and Procedures been developed? - Reviewed by management? - Authorised by management(procedures) and by Council (Policies)? - Allocated to Responsible Officers? - Presented to applicable employees? - Have an appropriate expiry date as to when a review is to be conducted by?	4	GM, Audit Committee	13/05/13	All policies have a review date. Copies of all policies are available at both Hamilton and Bothwell office and depot

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

16. Codes of Conduct, Standards, Industry Best Practices, etc.										
16.1	Failure to comply with Codes of Conduct, Standards, Industry Best Practices, etc.	Failure to identify and comply with all Codes of Conduct, Standards, Industry Best Practices, etc.	3	4	12	Nominate an employee who will be responsible for identifying all applicable Codes of Conduct, Standards, Industry Best Practices, etc.	4	DGM	13/05/13	
16.1.1			3	4	12	This employee will also be responsible for identifying all changes and amendments to Codes of Conduct, Standards, Industry Best Practices, etc.	4	DGM	13/05/13	

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16.1.2			3	4	12	A master copy is to be held in the Hamilton Office. Extracts are to be forwarded to relevant responsible Managers for action as appropriate.	4	DGM	13/05/13	
16.1.3			3	4	12	To assist in this process, a service facility may be utilised.	4	DGM	13/05/13	

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

18. Gifts and Benefits										
18.1	Acceptance of gifts, benefits and secret commissions to favour a supplier ahead of others.	The acceptance of gifts, benefits and secret commissions may be real or perceived attempts to bribe, coerce or influence procurement decisions.	4	4	16	Unless there are exceptional circumstances, gifts, benefits and commissions are disallowed.	9	DGM	13/05/13	New Policy adopted 21.7.15. All staff have had integrity training. Policy in Policy register at both offices and depots. Policy due for renewal 30.10.17. Policy last reviewed August 2020. Both the Staff Code of Conduct and Councillors Code of Conduct cover gifts, benefits and donations.
18.1.1			4	4	16	Exceptions may be allowed only if approved by the General Manager in one-off situations where the goods or benefits are of a minor nature, or of direct benefit to the municipality.	9	DGM	13/05/13	See above policy
18.1.2			4	4	16	A Register of gifts and benefits is to be maintained, kept current and made available for review by Senior Management and other relevant persons as required.	9	DGM	13/05/13	Gifts & Benefits Register is updated monthly and placed on Councils website.

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19. Nepotism, Favouritism and Negative Bias

19.1	Unfairly or inequitably treating relatives, friends or acquaintances.	Unfairly or inequitably treating relatives, friends or acquaintances in relation to conducting business with the Council.	4	4	16	When dealing with major purchases and tenders which involve relatives, friends and acquaintances (including suppliers that may be seen as having undue positive or negative influence over an employee), affected employees should wherever possible either distance themselves from the negotiations or seek approval from Senior Management prior to finalising the transaction or negotiation.	4	DGM, All Mgrs.	13/05/13	Advertised tenders provided to Council for selection of appropriate successful tender in accordance with Council Policy. Tendering & Procurement Policy reviewed January 2020. Staff and Council Codes of Conduct cover these matters as well.
19.1.1			4	4	16	Where possible, goods and services should be sourced from established suppliers, preferably from a listing of approved suppliers or from the National Procurement Network (NPN) where appropriate.	4	DGM, All Mgrs.	13/05/13	Draft Purchasing & Payments Control Policy to Audit Panel 8/6/16. adopted 21.6.16. Policy updated Dec 2020 with next review December 2024. NPN used to purchas trucks and plant

20. Copyright

20.1	Infringement of Copyright.	Council being sued for failure to comply with Copyright provisions.	3	2	6	A copy of current copyright provisions and relevant legislation, acts and regulations to be maintained, reviewed and extracts issued to employees as applicable to ensure compliance.	2	DGM	13/05/13	Copyright Licence current from 17/11/15-16/11/16. licence renewed 16.11.16 to 16.11.17. Renewed annually current 17.11.21 - 16.11.22
20.1.1			3	2	6	Copies of copyright provisions to be displayed on all photocopies and printers.	2	DGM	13/05/13	Copy of all documents given to DES & Hamilton Office staff, W & S manager & Leading Hand in email 9/12/2015
20.1.2			3	2	6	Where licences, permits and agreements relating to copyright have been negotiated, copies are to be filed and available for evidence as required.	2	DGM	13/05/13	Signed copyright licence in safe at Hamilton

21. Intellectual Property

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

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22. General use of Council Property, Plant, Tools, Equipment, Materials and Resources.										
22.1	Damage, destruction, deterioration, depletion of Council's resources.	Damage, destruction, deterioration, depletion of Council's assets from non Council operations. This includes property, plant, tools, equipment, materials and resources and may result from inappropriate use by employees, customers and the public.	3	3	9	Is there a current policy regarding private use of Council's resources?	6	DGM, All Mgrs.	13/05/13	Private use of Vehicle Policy for staff with vehicle use. Other use is by private works & accounts issued. Policy being developed for Pool car Usage. Car Pool policy reviewed and asopted June 2020 with next review June 2023
22.1.1			3	3	9	Does this policy generally refuse the private use of Council's resources unless authorised in writing by the General Manager?	6	DGM, All Mgrs.	13/05/13	Private Works authorised by W & S Manager
22.1.2			3	3	9	If any private use has been approved, are hire agreements entered into and are they: - signed by both parties? - responsibilities, including fuel, lubricants and greases, usage, restrictions, start-up and maintenance requirements clearly defined? - current operator licences, permits sighted? - liabilities for damage and destruction clearly defined?	6	DGM, All Mgrs.	13/05/13	Vehicle use as per vehicle policy & contractual agreements.
22.1.3			3	3	9	Goods and services for private purposes by employees, customers or the public are not to be purchased by the Council for subsequent reimbursement by employees, customers or the public?	6	DGM, All Mgrs.	13/05/13	Purchasing & Payments Control Policy covers this.
22.1.4			3	3	9	The use of Council's resources by staff or the public for private commercial gain is prohibited.	6	DGM, All Mgrs.	13/05/13	All staff notified of this

23 Conflict of Interest										
23.1	Damage, destruction, deterioration, depletion of Council's resources.	Employees and Councillors obtaining (or perceived as to having the ability to) an inappropriate benefit or financial gain, either directly or indirectly, through their knowledge of Council operations or through their personal or business connections.	4	3	12	All relevant connections to business and personal activities which may be perceived as presenting conflicts of interest for employees and Councillors are to be advised to the Mayor, General Manager or Deputy General Manager for inclusion into a Register. Restrictions on voting rights and in dealing with transactions and business with these organisations or individuals are to be entered and abided by the employees and Councillors as appropriate.	6	Mayor, General Manager, All Mgrs.	13/05/13	Follow Council's policies. Related Party declarations completed annually by Councillors and senior staff (Key Management Personnel)
23.1.1			4	3	12	Council employees are not to engage in private commercial capacities in opposition to Council activities.	6	DGM, All Mgrs.	13/05/13	
23.1.2			4	3	12	Employees engaged in a second or subsequent job must apply for and receive endorsement from the General Manager.	6	DGM, All Mgrs.	13/05/13	

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23.1.3			4	3	12	Councillors, Council employees, contractors, subcontractors and their staff are not to use or pass onto others any knowledge which is confidential to Council operations that they may discover through the course of their engagement with the Council.	6	DGM, All Mgrs.	13/05/13	Included in Staff Code of Conduct Policy and Councillors Code of Conduct policy
23.1.4			4	3	12	The appropriate use of Council resources by staff in the reasonable execution of their role, duties and responsibilities does not constitute a breach of the requirements written or implied above.	6	DGM, All Mgrs.	13/05/13	

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

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24.1.1			4	3	12	<p>Discuss and explain how the risks and hazards are managed, bearing in mind the following:</p> <p>A person with management or control of plant at a workplace must manage risks to health and safety associated with the plant:</p> <ul style="list-style-type: none"> - Identify reasonably foreseeable hazards that could give rise to the risk - Eliminate the risk so far as is reasonably practicable. - If it is not reasonable practicable to eliminate the risk, minimise the risk so far as is reasonably practicable by implementing control measures in accordance with the hierarchy of control. - maintain the implemented control measure so that it remains effective. - Review and if necessary, revise risk control measures so as to maintain, so far as is reasonable practical, a work environment that is without risks to health and safety. 	9	General Manager, DGM, Mgr W&S, Leading Hand W&S, HSR, All Operators.	15/08/13	Plant Risk Register is a works in progress as it is currently being reviewed
24.1.2			4	3	12	<p>Discuss and explain how the risks and hazards are managed, bearing in mind the following areas which should be considered:</p> <ul style="list-style-type: none"> - Consulting with operators and other associated employees and contractors. - Registering the plant. - Identifying the hazards - Inspection of the plant, reviewing safety information, assessing the risks and controlling the risks. - maintaining and reviewing risk control measures. - Purchasing and hiring plant. - Purchasing second hand plant. - Installation and commissioning of plant. - Instruction, training and supervision. - Using plant in the workplace. - High risk work licences. - Making alterations to plant. - Inspecting plant. - Maintenance, repair and cleaning of plant. - Storing plant. - Decommissioning, dismantling and disposal of plant. - Guarding plant. - Operator controls. - Emergency stops. - Warning devices. - Isolation of Energy Sources. - Keeping records. - Hazard checklists. - Technical standards. 	9	General Manager, DGM, Mgr W&S, Leading Hand W&S, HSR, All Operators.	15/08/13	

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25 Records Disposal										
25.1	Destruction, deterioration or loss of Council records.	Non-compliance with Council Policies and requirements and various statutory requirements and legislation, including Local, State and Federal Governments Acts and Regulations, including Archives Act.	4	3	12	Document legislative requirements and best practices.	6	General Manager, All Mgrs, F&A Staff.	15/08/13	Training where applicable
25.1.1			4	3	12	Develop Policies and Procedures in relation to record keeping and disposals.	6	General Manager, All Mgrs, F&A Staff.	15/08/13	New Policy & procedure developed for Magi Records management. One staff member responsible for archiving and subsequent recording and disposal of records as per Archives Tasmania
25.1.2			4	3	12	Train staff in how to comply with records filing, retention and archiving disposal techniques and requirements.	6	General Manager, All Mgrs, F&A Staff.	15/08/13	Those having access to records software have undertaken training
25.1.3			4	3	12	Provide adequate storage facilities including electronic (with reliable back-up), hard copy, scanned documents, photocopies, emails, faxes, newspaper and press articles, copyright restrictions, privacy considerations, etc.		General Manager, All Mgrs, F&A Staff.	15/08/13	Archives Room at Bothwell and Hamilton. Documents scanned onto records management software.

26 Managing Work Environment										
26.1	Exposing workers, visitors, contractors and others to health and safety risks and hazards arising from Council business and operations.	Risks and hazards include: - The layout of the workplace, lighting and ventilation does not, as far as is reasonable practicable, enable workers to carry out work without risks to health and safety. - Lack of adequate facilities of workers, including toilets, drinking water, washing and eating facilities. - Remote and isolated work. - Lack of emergency plans.	4	2	8	Promotion of, awareness to and compliance to Code of Practice CP124 - Managing the Work Environment and Facilities.	6	General Manager, DGM, All Mgrs.	15/08/13	Tool Box Meetings & Workshops

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26.1.1			4	2	8	Work Environment and Facilities Checklists: <ul style="list-style-type: none"> - Have checklists been designed and circulated to all areas. - Who has the responsibility to fill them out? - How often are they completed? - Who reviews the completed checklists? - Where are completed checklists filed? - Are results from the checklists referred to Senior Management as applicable - How are recommendations: <ul style="list-style-type: none"> . Communicated? . Decided upon? . Accepted or rejected? . Implemented? . Followed up? 	6	General Manager, DGM, All Mgrs.	15/08/13	
26.1.2			4	2	8	Explain how the following are addressed and controlled: <ul style="list-style-type: none"> - Identifying what facilities are required: <ul style="list-style-type: none"> . Consulting workers and others as applicable? . The nature of the work, including size, location and nature of the workplace and the number and composition of the workplace. - Maintaining the work environment and facilities: <ul style="list-style-type: none"> . Entry and exit to the workplace. . Housekeeping. . Work areas. . Floors and other surfaces. . Workstations. . Lighting. . Air quality. . Heat and cold. - Welfare Activities: <ul style="list-style-type: none"> . Access to facilities. . Drinking water. . Toilets. . Hand washing. . Dining facilities. . Personal storage. . Change rooms. . Shower facilities - general and emergency. - Outdoor work. - Remote or Isolated Work. - Accommodation. - Emergency Plans: <ul style="list-style-type: none"> . preparing emergency procedures. . Communicating the emergency procedures. . Displaying the emergency procedures. . Displaying emergency phone numbers. 	6	General Manager, DGM, All Mgrs.	15/08/13	Some of these are done by W & S Manager through depot inspections and checklist. Annual inspections Maintenance Schedules Form 46 & Recommendations from Managers

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27 Managing Noise and Hearing Loss at Work										
27.1	Exposing workers to the risk of sustaining hearing loss and disabling tinnitus.	A person conducting a business or undertaking (PCBU) has specific obligations under the WHS Regulations to manage the risks of hearing loss associated with noise at the workplace, including: - Ensuring that the noise a worker is exposed to at the workplace does not exceed the exposure standard for noise. - Providing audiometric testing to a worker who is frequently required to use personal hearing protectors to protect the worker from hearing loss associated with noise that exceeds the exposure standard.	4	3	12	Promotion of, awareness to and compliance to Code of Practice CP118 - Managing Noise and Preventing Hearing Loss at Work.	6	General Manager, DGM, All Mgrs, All Employees.	15/08/13	Hearing Tests conducted by CHC 15/17. Training, Tool Box Meetings.. Staff Hearing tests were undertaken in December 2021. Hearingprotection is provided to all outdoor staff.
27.1.1			4	3	12	Explain how the following are addressed and controlled: - Identifying noise hazards. - How noise risks are assessed. - Conducting noise assessments. - How to control noise risks: - Hierarchy of risk control. - Substituting plant or processes to reduce noise. - Using engineering controls. - Isolating the source of noise. - Using administrative controls. - Using personal hearing protectors. - Audiometric testing. - Information, training and instruction. - Implementing and maintaining control measures.	6	General Manager, DGM, All Mgrs, All Employees.	15/08/13	Training, PPE Gear, Tool Box Meetings
27.1.2			4	3	12	Noise and Hearing Loss Checklists: - Have checklists been designed and circulated to all areas. - Who has the responsibility to fill them out? - How often are they completed? - Who reviews the completed checklists? - Where are completed checklists filed? - Are results from the checklists referred to Senior Management as applicable - How are recommendations: - Communicated? - Decided upon? - Accepted or rejected? - Implemented? - Followed up?	6	General Manager, DGM, All Mgrs, All Employees.	15/08/13	All employees have had ahearing tests conducted and advised of outcomes. Hearing tests undertaken 28th & 29th September 2016

28 Ethics and Integrity										
28.1	Loss or reduction in Council resources, assets, creditability and reputation due to the failure to act in an ethical manner or without due integrity.	The use of an employee's or Councillor's position or employment within the Council to obtain a personal gain through acting unethically or without integrity.	4	3	12	Present training on Ethics and Integrity as compiled by the Integrity Commission. A series of programs has been devised to assist Council meet their statutory obligations under S32 of the Integrity Commission Act 2009.	6	General Manager, DGM, All Mgrs.	15/08/13	Integrity Commission have provided training to staff and councillors on 1 June 2015. Ethics is included in Staff Code of Conduct Policy

Central Highlands Council Risk Register

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
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28.1.1			4	3	12	The Policy to be written on Ethics and Integrity is to be read in conjunction with associated Policies, Procedures and Guidelines, including: - Internal Control Policy. - Code of Conduct Policies. - Risk Management Policy. - Staff induction procedures. - Duty statements and job descriptions. - Australian Standard 8001-2008 - Fraud and Corruption Control. - Pre-employment screening procedures. - Staff rotation policies. - Separation of Duties.	6	General Manager, DGM, All Mgrs.	15/08/13	
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29 Fraud										
29.1	Loss or reduction in Council resources, assets, creditability and reputation due to fraudulent activities.	The use of an employee's or Councillor's position or employment within the Council to obtain a personal gain through the deliberate misuse or misappropriation of Council assets or resources.	4	3	12	Present training and promote compliance to the following Policies and Procedures: - Policy 2013-03 Fraud Control Policy - Procedure 2013-02 Fraud Control Investigation Procedure. - Procedure 2013-03 Fraud Prevention Procedure. - Fraud Detection and Risk Management Procedure.	6	General Manager, DGM, All Mgrs.	15/08/13	Training in Fraud Awareness has been presented to staff at toolbox meeting in July 2013. Councillors attended a training presentation in August 2013. Fraud policy reviewed and adopted 20.10.15 and due for review 20.10.18. policy has been reviewed in October 2020 and requirements explained to all staff at a staff meeting in November 2020
29.1.1			4	3	12	The major elements of the Fraud Control Policy are: - Education and awareness. - Roles and responsibilities. - Procedures. - Disciplinary actions. - Risk Management. - Fraud Control Program.	6	General Manager, DGM, All Mgrs.	15/08/13	Training in Fraud Awareness has been presented to staff at toolbox meeting in July 2013. Councillors will be invited to attend a training presentation in August 2013. Further training was givento all employees in November 2020
29.1.2			4	3	12	This Fraud Policy is to be read in conjunction with associated Policies, Procedures and Guidelines, including: - Internal Control Policy. - Code of Conduct Policies. - Risk Management Policy. - Staff induction procedures. - Duty statements and job descriptions. - Australian Standard 8001-2008 - Fraud and Corruption Control. - Pre-employment screening procedures. - Staff rotation policies. - Separation of Duties. - Ethics and Integrity Policy.	6	General Manager, DGM, All Mgrs.	15/08/13	Training in Fraud Awareness has been presented to staff at toolbox meeting in July 2013. Councillors attended a training presentation in August 2013. Further training was provided to employees in November2020

Central Highlands Council Risk Register

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
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Hazard	What is the harm that the hazard could cause?	What is the likelihood that the harm would occur?	Risk Rating		What controls are currently in place?	Are further controls required?	Actioned by	Date Reviewed	Maintenance and review
COVID-19 from customers who are infected	Staff or other customers catching COVID-19 (could result in serious illness or death).	Low, there have been few cases locally.	Medium, while there are only a few local cases the consequences may be severe.		Cleaning and disinfecting in accordance with guidance from Safe Work Australia (Tasmania) and public health authority. Frequently touched surfaces including counters, handrails, doors, till, phones, keyboards and EFTPOS facilities are regularly cleaned. Physical distancing – floor has markings to keep workers and customers at least 1.5m apart from each other. No more than permitted number of customers are allowed into the building at a time to allow for physical distancing and signs placed around the building advising of these rules. Plexi glass screen is installed at counters. Customers are kept back from counters. Alcohol based hand sanitiser is provided at all workstations and on entry to the building (out of reach of children). Posters on hand washing are prominent in building and hand washing facilities are available in the bathrooms.	Encouraging online interactions where possible.	Deputy General Manager	18/05/2020	Ongoing to match government guidelines. Council has developed its Covid Safe Plan which is maintained by our EHO and revises as state requirements change.
COVID-19 from staff who are infected	Other staff or customers catching COVID-19 (could result in serious illness or death).	Low, there have been few cases locally.	Medium, while there are only a few local cases the consequences may be severe.		Cleaning and disinfecting is done in accordance with guidance from Safe Work Australia and Health authorities. Frequently touched surfaces including counters, handrails, doors, till, phones, keyboards and EFTPOS facilities have all been identified for regular cleaning. Staff have been briefed on symptoms of COVID-19 and have been told to stay home if they aren't feeling well. If a staff member becomes unwell at work, a process is in place to isolate them and arrange for them to be sent home to receive medical attention. Staff don't have contact with delivery drivers, all paperwork is completed electronically, Soap and water for hand washing and paper towel or air dryer for hand drying is available in bathrooms, staff rooms, Alcohol based hand sanitiser is also available in all staff areas including bathrooms, staff rooms, and vehicles and signs are displayed on appropriate use. Where staff meetings are required, they are held over the phone and information sent by email where possible. Break times are staggered to minimise the number of staff using break room at one time. Vehicle cleaned between swapping drivers	Hand sanitiser units	Managers	18/05/2020	

Central Highlands Council Risk Register

Risk No	Risk or Hazard	Details	Likelihood	Consequence	Risk Level	Action to Control Risk or Hazard	Evaluate Risk Level After Control	Responsible Person	Date Entered on Register	Action Taken or Comments
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	Use of council owned facilities by other organisations/groups	Need to ensure Covid 19 controls are followed by other users	Low, there have been few cases locally.	Moderate, while there are only a few local cases the consequences may be severe.		Covid 19 controls signage installed and maintained. Cleaning and disinfecting supplies checked and filled (if required) daily.	Organisations groups to provide a copy of their worksafe plan for use of the facility	Mgr. DES and EHO	18/05/2020	Review as government guidelines alter
	Customer aggression	Physical or psychological injury to staff.	Low, customers concerned they may not get the service they feel they should.	Low, staff have not reported instances of abuse.		There is always a supervisor in each department to assist but they can be caught up with other tasks. There is a counter to physically separate staff. A Managers is usually available to address any customer concerns. Staff can report aggressive customers and are advised to follows Council dealing with difficult customers guidelines. Training has recently been completed. Front counter staff have individual duress alarms which calls police to the premises. Staff have access to psychological support through an EAP.	Manager prioritises assisting staff with upset customers and staff able to remove themselves if they feel necessary. Clear signage	Deputy General Manager	18/05/2020	Review if any further occurrences reported or monthly
	Persistent use of hand sanitiser	Dermatitis	Low, many staff have used hand sanitiser regularly before	Low, effected individuals may have a significant reaction		Staff are encouraged to wash hands with soap and water for 20 secs where possible as an alternative to hand sanitiser in non-medical situations	Ask staff if they have a history of dermatitis or allergy to alcohol	Mgr. DES	18/05/2020	
	Persistent use of latex gloves	New or aggravated latex sensitivity	Low, most gloves will not be latex-based	Low, effected individuals may have a significant reaction		Staff are provided with non-latex gloves or remove gloves when not necessary.	Ensure latex free gloves are purchased.	Mgr. DES	18/05/2020	

UPDATED 1 OCTOBER 2015.
 UPDATED 4 NOVEMBER 2015
 UPDATED 23 MAY 2016 BY W & S MANAGER
 UPDATED 23 MAY 2016 BY GM
 UPDATED 25 MAY 2016 BY DES MANAGER
 COPY OF RISK REGISTER IN COUNCIL AGENDA FEBRUARY 2017
 UPDATED 27 APRIL 2017 BY GM
 UPDATED 27 APRIL BY W & S MANAGER
 UPDATED 16 MAY 2017 BY DES MANAGER
 UPDATED Feb 2018 BY DEPUTY GENERAL MANAGER
 Approved by the Audit Panel Feb 2018
 Approved by the Council 20 March 2018 Council Meeting item 16.19
 Approved by the Audit Panel Feb 2019
 Reviewed by Managers Oct 2019
 Approved by the Audit Panel Dec 2019
 Adopted by Council 21 Jan 2020 Council Meeting Item 16.10
 Reviewed due to COVID-19 June 2020
 Reviewed February 2022

BOTHWELL HISTORICAL SOCIETY INC

7 Queen Street, Bothwell, 7030

Email: midmin@bigpond.com

Mobile: 0448049878

28th February 2022

The General Manager
Central Highland Council
Alexander Street
BOTHWELL 7030

Dear Lynn,

BOTHWELL LITERARY SOCIETY LIBRARY

When this library was donated to Queen Vic Museum in Launceston in July/August 2017 it was agreed that from time - to - time Council could apply for the return of a small selection of the books for exhibition in Bothwell.

As this is the Bi-Centennial year of first European settlement in Bothwell it is very appropriate that the display of a small selection of these books be on public display with appropriate explanatory panels in the History Museum which will be open to visitors to view.

Since the documentation is with Council and Queen Vic Museum we would request that Council now arrange for a selection of the books to be available as soon as possible. The Historical Society can provide secure enclosed display cabinets but we are quite willing to meet with the Museum Conservators regarding their requirements and the establishment of the display.

The Literary Society was a valuable means of strengthening and developing the early life of both individuals and the community forming in Bothwell at that time and such a display can be a significant feature of this Bi-Centennial year and our community generally.

Yours sincerely



Keith Allcock
Secretary BHS Inc

File No: SF6204
RM/AP

Your Ref: Donation

9 August 2017

Mayor Loueen Triffett,
6 Tarleton Street
HAMILTON TAS 7140

Dear Mayor Triffett,

On behalf of the City of Launceston and the Queen Victoria Museum and Art Gallery (QVMAG), I wish to extend my thanks to the Central Highlands Council for electing to donate to QVMAG the Library of the Bothwell Literary Society.

As you would be aware, a significance assessment commissioned by the Council considered the collection to be of national significance, with many of the surviving pre-1850 books demonstrating connections with the founders of the library, the early Bothwell community and colonial Tasmania.

The QVMAG is well aware of the importance of the collection that it has been granted custody of. Work has already started on the cataloguing and active conservation of the collection to preserve it for future generations.

Councillors and members of the Bothwell community are most welcome to access the collection on site at QVMAG and the Museum undertakes to work with the Bothwell community to exhibit items from the Library from time to time in Bothwell.

Yours sincerely



Albert van Zetten
MAYOR



City of
LAUNCESTON

Town Hall, St John Street, Launceston
PO Box 396, LAUNCESTON TAS 7250 T 03 6323 3000
E council@launceston.tas.gov.au www.launceston.tas.gov.au

Donation Form

Please print

Title	MRS	Given Name/s	Lyn
Surname	EYLES		
Organisation	Central Highlands Council		
Postal Address	6 Tarleton Street		
Suburb	HAMILTON	State	TAS
		Postcode	7140
Phone	H		B 03 6286 3202 M
Email	council@centralhighlands.tas.gov.au		

The Central Highlands Council has the full power and authority to transfer ownership of the material [see description] to the Queen Victoria Museum and Art Gallery, with adherence to conditions A and B.

Condition A

In the event that items from the library collection of the Bothwell Literary Society are requested for display by the Central Highlands Council, the Queen Victoria Museum and Art Gallery will fully support such a request and supply those item/s requested by the Council.

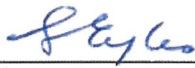
Condition B

In the event the Queen Victoria Museum and Art Gallery should seek to disburden itself of the library collection of the Bothwell Literary Society, the library collection will in the first instance be offered freely to the Central Highlands Council.

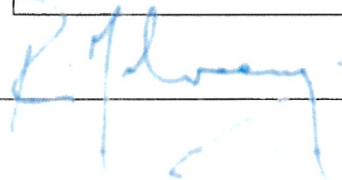
Description of Material

The library collection of the Bothwell Literary Society, which approximately 1,500 items in total at the time of transfer.

The Donor

Full Name	Lyn Eyles, General Manager, For Central Highlands Council		
Your Signature		Date	20 / 7 / 17

Received on behalf of the Queen Victoria Museum and Art Gallery

Full Name	Richard Mulvaney		
Position Title	Director		
Your Signature		Date	30 / 6 / 2017

Funding Agreement

Central Highlands Council – Regional Engagement Program

Details

Date
___/___/20___

Hydro Tasmania	
Name	Hydro-Electric Corporation trading as Hydro Tasmania (ABN 48 072 377 158)
Contact	Jane Alpine
Address	4 Elizabeth St, Hobart, Tas 7001
Phone	+61 428 978 588
Email	Jane.Alpine@hydro.com.au

Recipient	
Name	Central Highlands Council
Contact	Lyn Eyles
Address	6 Tarleton Street, Hamilton, Tasmania
Phone	62 86 32 02
Email	leyles@centralhighlands.tas.gov.au

Key dates	
Start Date	<Option: Date signed is Start Date> The date this agreement is signed by the parties. <End Option>
End Date	December 31, 2022

Project Details

Project	Recreation site refresh
Aim of the Project	<p>Our upcoming maintenance work at Meadowbank Dam (due to commence February 2023) will impact lake levels, and consequently lake users. Through consultation with Council and other stakeholders, the <i>Dunrobin Boat Ramp Recreation Area Upgrades Project</i> has been selected for funding support. Funding to install new toilet facilities has already been secured, so this project will build focus on remaining visitor amenities to ensure the whole area gets a refresh.</p> <p>The Dunrobin Boat Ramp Recreation Area is situated along the <i>Western Wilds</i> drive journey and is popular with local residents, regular lake users including anglers and water skiers, and tourists. This project will deliver lasting benefits to a wide range of stakeholders.</p>
Funding Amount	<p>A total of \$25 000 (inclusive GST) will be available to upgrade the following visitor amenities at the Dunrobin Boat Ramp Recreation Area:</p> <ul style="list-style-type: none"> • Picnic tables • Picnic shelter • BBQ facilities • Wildlife- and vandal-proof waste disposal infrastructure that supports recycling <p>Funds can be used on the design, purchase or installation of these amenities.</p> <p>The Central Highlands Council will be responsible for selecting the most appropriate combination of amenities for the site.</p>

Insurance policies

Public liability insurance	Minimum amount: \$20 million per event
Workers' compensation insurance	As required by law.

Project Requirements

- Monthly progress updates (via email or phone) during implementation.
- A summary report detailing the final upgrades (with photographs) and supporting rationale (if only some amenities are selected).
- An account of how the Funding Amount was spent.
- The Central Highlands Council will work with Hydro Tasmania's communications team to ensure the local community and visitors are aware of the new upgrades via relevant media channels. All project-related media materials:
 - must include an acknowledgement of Hydro Tasmania's support.
 - must be reviewed by Hydro Tasmania's communication team.
- Space allocated for site-appropriate signage acknowledging Hydro Tasmania's project support at the site – to be installed before completion of the project.
- The Central Highlands Council will be responsible for all ongoing management, maintenance and insurance requirements of the site.

Confidential Information

Description	<ul style="list-style-type: none"> (a) this agreement; (b) any other information notified by the disclosing party to the recipient party as confidential.
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Interpretation

Capitalised terms used in this agreement have the meaning given in clause 22 (Defined terms).

Signing page

Executed as an agreement

Executed for and on behalf of **Hydro-Electric Corporation trading as Hydro Tasmania (ABN 48 072 377 158)** by:

Signature

Signature of witness

(A witness is only required when signing in hard-copy)

Full name

Full name of witness

Date

Date

Executed by **The Central Highlands Council (ABN)**

Signature

Signature of witness

(A witness is only required when signing in hard-copy)

Full name

Full name of witness

Date

Date

Part A - What are the important timeframes under this agreement?

1. Term

This agreement starts on the Start Date and, unless otherwise terminated earlier, continues until the End Date.

1. Project timing obligations

The Recipient must

- (a) carry out and complete the Project before the End Date;
- (b) provide an interim progress report in respect of the Project within 14 days of being requested to do so by Hydro Tasmania; and
- (c) provide the Final Project Report within 12 months of the receipt of the Funding Amount to Hydro Tasmania by way of email to Jane.Alpine@hydro.com.au.

PART A - What are the Recipient's main Project obligations?

2. General requirements

The Recipient must carry out the Project:

- (a) in accordance with this agreement; and
- (b) diligently, efficiently, effectively and in good faith to a high standard and so as to achieve the Aim of the Project and assist in meeting the Program's Objectives.

3. Updates

The Recipient must promptly advise Hydro Tasmania:

- (a) about any issue that may delay, stop or adversely affect the completion of the Project; and
- (b) after entering into any arrangement under which the Recipient receives or is entitled to receive any additional Other Contributions for the Project not previously disclosed to Hydro Tasmania.

4. Regulatory compliance

The Recipient must at all times during the Term:

- (a) obtain and maintain, at its cost, all approvals and accreditations required for the Recipient to undertake the Project in accordance with this agreement;
- (b) comply with all Australian standards, regulations, codes of conduct and requirements of relevant Government Agencies in relation to the Project or the Recipient; and
- (c) comply with all applicable laws.

5. Responsibility for Project

The Recipient remains fully responsible for the performance of this agreement and the Project and will not be relieved of that responsibility because of any:

- (a) involvement by Hydro Tasmania in the performance or assessment of the Project;

- (b) payment of the Funding Amount to the Recipient;
- (c) subcontracting of all or part the Project; or
- (d) acceptance by Hydro Tasmania of any report or update.

6. Reliance

The Recipient acknowledges that in deciding to provide the Funding Amount to the Recipient, Hydro Tasmania is relying on each of the following assurances being given by the Recipient:

- (a) the Recipient has full power and authority to enter into, perform and comply with its obligations under this agreement;
- (b) the Recipient has prior to the date of this agreement notified Hydro Tasmania of all Other Contributions that it is entitled to receive in respect of the Project;
- (c) the execution of, and compliance with, this agreement does not and will not breach any law, any of the Recipient's constituent documents or any other agreement or arrangement to which it is a party;
- (d) the Recipient has not made any false declaration in respect of any current or past dealings with Hydro Tasmania, including in any application process or in any agreement;
- (e) the Recipient has not and will not engage in any Modern Slavery practices and neither the Recipient nor any of the Personnel:
 - (i) has been convicted of any offence involving Modern Slavery; and
 - (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any Government Agency regarding any offence or alleged offence of or in connection with Modern Slavery;
- (f) the Recipient has the necessary resources, including financial resources, to deliver the Project and will use those resources to deliver the Project; and
- (g) the Recipient must not, and will use its best endeavours to ensure that any of its Personnel do not, engage in any activity or obtain any interest during the course of this agreement that is likely to conflict with or restrict the Recipient or its Personnel in performing the Project fairly and independently.

7. Personnel

7.1 Personnel Requirements

The Recipient must ensure that all Personnel engaged to undertake the Project:

- (a) are aware of and complies with the terms and conditions of this agreement;
- (b) have undertaken all necessary training and have obtained (and will maintain) all relevant approvals and accreditations necessary to undertake the Project; and
- (c) produce evidence of all approvals and accreditations necessary to provide the Project on request by Hydro Tasmania.

7.2 Removal of Personnel

Hydro Tasmania may request the Recipient to remove specific Personnel from providing any Services, if Hydro Tasmania (acting reasonably) is dissatisfied with the actions of that Personnel.

PART B - How and when is the Funding Amount paid?

8. Payment

8.1 Funding Amount

Provided that the Recipient complies with its obligations under this agreement, Hydro Tasmania will pay the Recipient the Funding Amount to the bank account nominated by the Recipient in accordance with this clause 8.

8.2 Recipient's use of Funding Amount

The Recipient must only use the Funding Amount for the costs associated with the Project.

8.3 Control of Funds

The Recipient must immediately deposit and hold the Funding Amount in an Australian bank account that is controlled solely by the Recipient.

8.4 Payment claim

The Recipient must provide Hydro Tasmania with a Valid Invoice for the Funding Amount within 5 Business Days of the Start Date.

8.5 Valid invoice

An invoice delivered under clause 8.48.4 (Payment claim) must:

- (a) be a valid tax invoice for the purposes of the GST Act;
- (b) contain a description of the Project; and
- (c) outline the basis for calculation of the amount set out in the invoice based on the Funding Amount.

8.6 Payment

Subject to this clause 88, Hydro Tasmania will pay the amount claimed by the Recipient in the Valid Invoice no later than 20 Business days after the date the Valid Invoice was received.

9. GST

9.1 GST Definitions

Expressions defined in the GST Act have the same meaning when used in this clause 9.9

9.2 GST Exclusive

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

9.3 GST Payment

If GST is imposed or payable on any supply made by a party under this agreement, the recipient of the supply must pay to the supplier the additional amount for GST at the same time and in the same manner as the consideration for the supply.

9.4 Tax invoice

A party's right to payment under clause 9.3 9.3 (GST Payment) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

PART C - Are there are any access or safety requirements?

10. Access to premises and information

10.1 Access and inspection

The Recipient agrees to allow Hydro Tasmania and any person authorised by Hydro Tasmania to access those sites at which Project activities are being undertaken to:

- (a) obtain a progress update on the Project from the Personnel; and
- (b) if appropriate, take photographs of the Project or Project activities for the purpose of publicising the Project.

10.2 Notice

The access rights referred to in clause 10.110.1(Access and inspection) are, wherever practicable, subject to:

- (a) Hydro Tasmania providing the Recipient (or, where applicable, a Subcontractor) with 5 Business Days' prior notice; and
 - (b) the Recipient's (or, where applicable, a Subcontractor's) reasonable security procedures,
- except where Hydro Tasmania or its delegate believes that the Project poses a risk to the safety, health or well-being of any person or there is a suspected or actual breach of law.

11. Workplace health and safety

11.1 Recipient's acknowledgement

The Recipient acknowledges and agrees that during the Term, the Recipient must, and must ensure that all of the Personnel, comply with all applicable laws in relation to workplace health and safety at all times while performing their obligations under this agreement.

11.2 Performing obligations

When performing its obligations under this agreement, and at all times when Hydro Tasmania or any of its personnel are on the Recipient's premises, the Recipient must:

- (a) promptly notify Hydro Tasmania of any security breaches, accident, property or environmental damage or notifiable incident pursuant to any workplace health and safety laws, which occur during the course of performing its obligations under this agreement;
- (b) not do anything which may place Hydro Tasmania in breach of any applicable workplace health and safety laws; and
- (c) perform its obligations under this agreement in a manner that will not cause any harm, damage or nuisance to the environment.

PART D - Are there any rules dealing with collecting, publishing or disclosing certain types of information?

12. Publicity

12.1 Promotion

If the Recipient wishes to use a Hydro Tasmania logo or otherwise include reference to Hydro Tasmania in any publications, promotional and advertising materials or public announcements and activities relating to

the Project it must first obtain the prior written consent of Hydro Tasmania in accordance with clause 12.212.2(Consent).

12.2 Consent

No less than 5 Business Days prior to the intended publication or broadcast of any acknowledgement or promotion of the kind referred to in clause 12.112.1 (Promotion) the Recipient must provide to Hydro Tasmania the relevant publication, promotional and advertising materials or public announcements for approval which may be given or withheld with or without conditions at Hydro Tasmania's absolute discretion.

12.3 Permission to publicise Funding

- (a) The Recipient permits Hydro Tasmania to publicise and report on the awarding of the Funding Amount to the Recipient. This may include Hydro Tasmania publishing the Recipient's name, the Funding Amount for the Project and the title, location and a brief description of the Project in media releases, annual reports and on Hydro Tasmania's website.
- (b) The Recipient must ensure that any Subcontractor expressly consents to the disclosure of its identity (and their Personal Information if the Subcontractor is an individual) to Hydro Tasmania. The consent obtained must extend to allowing Hydro Tasmania to publish, in the types of publications specified in this clause 12.312.3 information about the Subcontractor, including its identity and the existence and nature of any contractual arrangements with the Subcontractor.

13. Confidentiality

13.1 Non-disclosure

Subject to clauses 13.213.2(Representatives) and 13.313.3 (Required disclosures), both parties agree not to disclose Confidential Information to any person without the prior written consent of the disclosing party, unless and until:

- (a) such information becomes generally available to the public in printed publications in general circulation in Australia, through no action, default or other breach by the recipient party; or
- (b) the recipient party is required by law, an order of the court or the rules of any recognised stock exchange to make disclosure, and then only to such extent.

13.2 Representatives

Both parties may, notwithstanding clause 13.113.1(Non-disclosure), disclose Confidential Information to such of its representatives who may need such information and only to the extent so needed, to enable such party to fulfil its obligations under this agreement.

13.3 Required disclosures

The Recipient acknowledges and agrees that Hydro Tasmania may be required to disclose Confidential Information to the relevant state government department or minister as part of its corporate approval or reporting processes and will not be required to seek prior consent to any such disclosure.

13.4 Safe custody

Both parties agree to keep documents and any other material containing or incorporating any Confidential Information in safe custody.

13.5 Survival

The rights and obligations of the parties with respect to confidentiality survive any termination of this agreement.

14. Right to Information requests

14.1 Access to documents

Where Hydro Tasmania has received an information request pursuant to the *Right to Information Act 2009* (Tas) for access to information relating to this agreement or the Project, Hydro Tasmania may at any time by notice require the Recipient to provide all relevant information held by it or a Subcontractor to Hydro Tasmania and the Recipient must, at no additional cost to Hydro Tasmania, promptly comply with the notice.

14.2 Subcontractors

The Recipient must include provisions in any subcontract relating to the performance of this agreement or the Project that will enable the Recipient to comply with the Recipient's obligations under clause 14.114.1(Access to documents).

15. Privacy

15.1 Collection of Personal Information

The Recipient acknowledges that Hydro Tasmania may collect Personal Information from or about the Recipient or the Personnel and may use that Personal Information to administer, monitor, review, promote and evaluate this agreement, the Program and any other grant programs administered by Hydro Tasmania and for any other directly-related purpose.

15.2 Notification

The Recipient agrees to notify the Personnel that Hydro Tasmania may collect and use the Personal Information of the Personnel for the purposes specified in clause 15.115.1(Collection of Personal Information).

15.3 Compliance

Each party agrees, in respect of Personal Information which it has collected or been given access to for the purposes of this agreement to comply at all times with the Privacy Legislation.

PART E - What insurances does the Recipient need to maintain?

16. Insurance

16.1 Recipient's insurances

- (a) The Recipient must, at its own cost, take out and maintain for the Term the Insurance Policies.
- (b) The Recipient must provide certificates of currency for such Insurance Policies to Hydro Tasmania prior to the Start Date, on renewal and otherwise on Hydro Tasmania's request.

16.2 Insurance of subcontractors

The Recipient must ensure that any subcontractors engaged to perform any obligations under this agreement are insured to a level commensurate with the insurance obligations of the Recipient under this clause 16.Part E -

16.3 Notice

With respect to any Insurance Policy, the Recipient must notify Hydro Tasmania in writing as soon as practicable:

- (a) if any Insurance Policy lapses, is cancelled or is materially altered;

- (b) if the Recipient claims, or becomes entitled to claim, under any Insurance Policy for something related to the performance of its obligations under this agreement; or
- (c) if any event occurs which gives rise to, or may give rise to a claim under any Insurance Policy, or which could potentially prejudice any such policy.

PART F - Can this agreement be terminated?

17. Termination by Hydro Tasmania

17.1 Hydro Tasmania termination right

Hydro Tasmania may terminate this agreement immediately by notice to the Recipient if any of the following events occur:

- (a) the Recipient breaches any provision of this agreement and Hydro Tasmania considers that the breach cannot be rectified;
- (a) the Recipient breaches any provision of this agreement and does not rectify the breach within 14 days after receipt of Hydro Tasmania's notice to do so;
- (b) Hydro Tasmania is satisfied on reasonable grounds that the Recipient is unable or unwilling to satisfy the terms of this agreement;
- (c) Hydro Tasmania considers that the continuation of the Project poses a threat to the health, safety or well-being of any person; or
- (d) Hydro Tasmania considers, in its absolute discretion that the Recipient has committed any act or omission which reflects negatively on the name and reputation of Hydro Tasmania or is likely to affect adversely or detrimentally the goodwill or reputation of Hydro Tasmania.

17.2 Recipient termination right

The Recipient may terminate this agreement immediately by notice to Hydro Tasmania if it is unable to or no longer wishes to continue with the Project.

17.3 Termination of agreement

If either party terminates this agreement under this clause 17.17:

- (a) Hydro Tasmania will not be liable to make any further payments to the Recipient in respect of this agreement; and
- (b) the Recipient must repay to Hydro Tasmania any part of the Funding Amount provided for the Project that:
 - (i) is not spent or due and payable by the Recipient as at the date that the notice of termination is received; or
 - (ii) has, in Hydro Tasmania's opinion, been spent or is due and payable by the Recipient other than for the Project and in accordance with this agreement.

17.4 Rights not prejudiced

If this agreement is terminated under clause 17.17.1 (Hydro Tasmania termination right):

- (a) the parties are relieved from future performance of this agreement, without prejudice to any right of action that has accrued prior to the date of termination; and
- (b) rights to recover damages are not affected by the termination.

17.5 Survival

This clause 17.5 survives the termination or expiry of this agreement.

PART G - What happens if there is a dispute?

18. Disputes

18.1 Notice

If a party has a dispute or complaint against the other, that party (**Notifying Party**) must notify the other party in one of the ways described in clause 19.1 (Notices). The Notifying Party must ensure that the notice contains specific detail identifying the nature of the dispute or complaint.

18.2 Best endeavours to resolve

- (a) Within 21 days of the delivery of a dispute notice, one or more senior executives from both parties will meet at least once to endeavour to resolve the dispute or complaint to the mutual satisfaction of both parties.
- (b) Unless the parties agree otherwise, the meeting must take place in Hobart, Tasmania.

18.3 Mediation

If the parties are not able to reach a resolution of the dispute or complaint within a reasonable period of time (in any event being no more than 21 days after the date of receipt of the notice of the complaint or dispute), then the dispute or complaint must be submitted for mediation in accordance with, and subject to, the Resolution Institute Mediation Rules.

18.4 Exceptions

Nothing in this clause 18.4 prevents:

- (a) either party from seeking urgent interlocutory relief; or
- (b) Hydro Tasmania from seeking recovery for any claim that Hydro Tasmania reasonably considers to be a monetary claim;

from a Court of competent jurisdiction.

PART H - General

19. Notices

19.1 Notices

Any notice or other communication to be given under or in connection with this agreement (**Notice**) must be in writing and:

- (a) marked for the attention of the recipient as set out or referred to in the Details (or in the way last notified by the recipient); and
- (b) sent to the email address or left at or sent by prepaid post to the address, in the Details (or such other email address or address notified by the recipient).

19.2 Timing

- (a) A Notice takes effect from the time it is received unless a later time is specified in the Notice.
- (b) A Notice received after 5 pm in the place of receipt or on a non-Business Day is taken to be received at 9 am on the next Business Day.

19.3 Receipt

Subject to clause 19.219.2 (Timing), a Notice is regarded as being received by the recipient if delivered:

- (a) in person, when delivered to the addressee;
- (b) by post, on delivery to the addressee; or
- (c) by email at the time the email is sent unless the sender receives an automated notification:
 - (i) that the email transmission has failed or has been delayed (within 12 hours of sending the email); or
 - (ii) to the effect that the recipient is not likely to receive the notice until a later date (which will then become the deemed date of receipt).

20. Miscellaneous

20.1 Amendments

This agreement may be altered only in writing signed by each party.

20.2 Assignment

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

20.3 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

20.4 Costs

Each party must bear its own costs arising out of the preparation, execution and performance of this agreement.

20.5 Counterparts

This agreement may be entered into in any number of counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which, taken together, constitute one and the same instrument.

20.6 Electronic signatures

Each party acknowledges and agrees that if this agreement is signed electronically using DocuSign that:

- (a) prior to the execution of this agreement that it consented to the agreement being electronically signed using DocuSign;
- (b) the delivery of a counterpart of this agreement bearing an electronic signature rather than a wet ink signature is deemed to bind the party whose signature is so represented;
- (c) no witnessing of a party's signature is required; and
- (d) it will be bound by, have complied with and will comply with the relevant Electronic Transactions Legislation in relation to the execution of this agreement.

20.7 Entire agreement

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

20.8 Relationship

- (a) Nothing in this agreement:

- (i) constitutes a relationship of partnership, principal and agent, trustee and beneficiary, joint venture or any other special relationship between the parties; or
- (ii) gives the Recipient any power or authority to bind or represent Hydro Tasmania in any way or for any purpose.
- (b) The Recipient must not, and must ensure that its Personnel do not, represent themselves, as being Hydro Tasmania's officer, employee, partner or agent, or as otherwise able to bind or represent Hydro Tasmania.

21. Governing law

This agreement is governed by the laws of Tasmania and each party submits to the non-exclusive jurisdiction of the courts of Tasmania.

PART I - What do some of the terms used in this agreement mean?

22. Defined terms

In this agreement:

Aim of the Project means the aim and objectives of the Project as described in the Details.

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

Confidential Information means the information specified in the Details.

Details mean the section of this agreement headed 'Details'.

Docusign means the secure electronic signature technology system operated by Docusign Inc.

Electronic Transactions Legislation means the *Electronic Transactions Act 1999* (Cth) and the *Electronic Transactions Act 2000* (Tas).

End Date means the date specified in the Details.

Final Project Report means the reports specified the Details.

Funding Amount means the amount specified in the Details.

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

Grant Application means the application for funding under the Program submitted by the Recipient.

GST has the meaning given in the GST Act.

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

Guidelines means Hydro Tasmania Community Grant Criteria and Eligibility Guidelines, or other relevant documentation associated with the Program as amended from time to time by Hydro Tasmania.

Insurance Policies means the insurance policies specified in the Details.

Modern Slavery means slavery, forced labour, bonded labour, human trafficking, child labour, debt bondage and any other slavery like practices prohibited under any Modern Slavery Laws.

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth), and any other laws or regulations prohibiting or regulating Modern Slavery in force in Australia.

Other Contributions means, in respect of the Project, financial or in-kind resources that are contributed by the Recipient or another party for the Project but excluding the Funding Amount.

Personal Information has the meaning given in the Privacy Act.

Personnel means the officers, employees, secondees, agents, volunteers, consultants, contractors and subcontractors of the Recipient.

PIP Act means the *Personal Information Protection Act 2004* (Tas).

Program means the Hydro Tasmania Community Grant Program.

Program's Objectives means the Program's Objectives specified in the Guidelines.

Project means the activities required to be undertaken by Recipient as described in the Details.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Legislation means the Privacy Act, the PIP Act and other legislation regarding privacy in force from time to time that is applicable to the parties.

Start Date means the date specified in the Details.

Subcontractor means, in respect of the Project, any contractor, person or organisation who is engaged by the Recipient to undertake any part of the Project.

Term means the period referred to in clause 1 (Term).

Valid Invoice means an invoice containing the information described in clause 8.58.5 (Valid invoice).

23. Interpretation

23.1 Documents

- (a) A reference to a clause, annexure, part or schedule is a reference to a clause, annexure, part in or schedule to this agreement.
- (b) Headings are for convenience only and do not form part of this agreement or affect its interpretation.
- (c) A reference to a document (including this agreement) includes all amendments, replacements or supplements to that document.

23.2 Law

A reference to law means a reference to:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a Government Agency that have the force of law.

23.3 Money

A reference to money is to Australian dollars, unless otherwise stated.

23.4 Persons

- (a) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually.
- (b) An agreement, representation or warranty by two or more persons binds them jointly and each of them individually.



Grant deed

Grant program: 2021-22 Recreational Fishing and Camping
Facilities Program

The Crown in Right of Tasmania
(represented by the Department of Premier and Cabinet)
(Grantor)

and

Central Highlands Council
(Recipient)

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

REFERENCE AND CONTACT DETAILS
Department: Premier and Cabinet
Contact officer: Mathew Healey, Executive Director, Office of Local Government
Telephone: (03) 6232 7022
Email: localgovernment@dpac.tas.gov.au

Document ref: 22/39987

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Grant deed

Details and recitals

Date: March 2022

Parties:

Name	The Crown in Right of Tasmania
Short form name	(represented by the Department of Premier and Cabinet)
Notice details	Grantor C/- Local Government Division, Department of Premier and Cabinet, 15 Murray St, Hobart, Tasmania, 7000 Facsimile: (03) 6233 9676 Email: localgovernment@dpac.tas.gov.au Attention: Mathew Healey, Executive Director, Office of Local Government, Department of Premier and Cabinet

Name	Central Highlands Council
ACN/ARBN/ABN	30 472 494 899
Short form name	Recipient
Notice details	[##insert PO Box address##] Facsimile: [insert (##) #####]### Email: [##] Attention: [##insert name or position##]

Recitals:

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

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
Renewal of toilet block and picnic area at Dunrobin Park, Lake Meadowbank, including replacement toilet block, wastewater system, shelter, tables, seating, and public barbeque.	
The approved purpose is to be delivered in accordance with the Recipient's grant application dated 16 November 2021.	
Item 2 (clause 2.1):	Grant Amount
The amount of the grant is ninety-six thousand dollars (\$96,000) (excluding GST).	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant is to be paid to the Recipient within 10 Business Days after the date of this Deed by electronic funds transfer to the following account held by the Recipient:	
Account name: [council to provide] Bank: [council to provide] Branch: [council to provide] BSB: [council to provide] Account number: [council to provide]	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
Not applicable.	
Item 5 (clause 3.3):	Grant Account
Not applicable.	
Item 6 (clause 4.1(d)):	Agreed Plan for carrying out the Approved Purpose
Not applicable.	
Item 7 (clause 4.1(e)):	Agreed Budget for carrying out the Approved Purpose
Additional to the grant amount, the Recipient is to contribute not less than approximately twenty thousand dollars (\$20,000) towards the approved purpose.	
Item 8 (clause 4.4):	Date for commencement of the Approved Purpose
Means the date on which the grant is paid to the Recipient in accordance with clause 2.1.	
Item 9 (clause 4.5):	Date for completion of the Approved Purpose
31 August 2023	

Item 10 (clause 4.9(a)): Outcomes

Not applicable.

Item 11 (clause 7.2): Reporting requirements

The Recipient must give to the Grantor a final report, due no later than 20 Business Days after completion of the Approved Purpose, or otherwise as notified by the Grantor, including:

- A statement that details completion of the Approved Purpose, enclosing the Certificate of Completion, where applicable;
- An income and expenditure statement with respect to the Approved Purpose, detailing how the grant funds were expended; and
- A signed grant acquittal declaration.

All other reports and documents that the Grantor requires under clause 7.2(b) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.

The form and substance of each report (including each document submitted with, or part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.

Item 12 (clause 9): Insurance

Clause 9 is applicable. The amount of insurance required for the purpose of clause 9.2(a) is \$20,000,000.

Item 13 (clause 12): Special terms and conditions**1. Acknowledgement of support**

In clause 5.1, “or other publication” is to be read as “other publication, plaques, or signage”, and “a grant from the Grantor” is to be read as “a grant from the Grantor and the Australian Government”.

2. Media/Publicity opportunities

In clause 5.3, “15 Business Days’ notice” is to be read as “25 Business Days’ notice”.

3. Requirement to affix plaque or signage

The Recipient must comply with the reasonable directions of the Grantor with respect to affixing plaques or signage in relation to the Approved Purpose.

4. Events, announcements, promotional material or publicity

Without affecting clauses 5.1, 5.2, or 5.3, the Recipient must provide the Grantor with 25 Business Days’ notice of any events, announcements, promotional material or publicity relating to the Approved Purpose, and adhere to the directions of the Grantor in relation to any such event, announcement, promotional material or publicity.

5. Permissions and approvals to undertake work

The Recipient must, prior to undertaking any works, obtain all necessary approvals and permits required to lawfully undertake the works to be carried out as part of the Approved Purpose, including but not limited to planning, building, environmental, and

Crown land approvals and permits.

6. Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more other sources, all remaining funds required for the completion of the Approved Purpose.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

Authorised Officer means:

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

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

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

Crown means the Crown in Right of Tasmania.

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

Default Event means each of the events specified in clause 11.1.

Details means the details and recitals set out above.

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

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

Grant Account has the meaning in clause 3.3.

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

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

GST Laws means applicable Laws relating to GST.

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

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Personnel means any person who is an officer, employee, agent, or professional advisor of the Recipient.

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

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

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

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

Security Interest means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a part to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

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

1.4 No rule of construction applies to disadvantage party

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

1.5 Information Table

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

2 Grant

2.1 Agreement to provide Grant

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

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

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

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Payment of Grant instalments linked to performance):** If:
 - (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
 - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 13.

3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
 - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
 - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (**Agreed Budget**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

4.6 Compliance with Law

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

4.7 Carrying out activity

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

4.8 Contractors

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

4.9 Outcomes

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
 - (i) ensure that it achieves all of the Outcomes;

- (ii) provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.10 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.10 survives the termination of this Deed.

4.11 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.12 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

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

5 Publicity concerning Grant and Approved Purpose

5.1 Acknowledgement

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

5.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

5.3 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, **Specified Event** means:
 - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
 - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

6 Repayment of Grant by Recipient

6.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

6.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

6.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

6.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

6.5 Interpretation

Nothing in this clause 6 limits the generality of any thing else in this clause.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 11.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 11, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

8 Indemnities

8.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

8.2 Continuing obligation

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

9 Insurance

9.1 Application

This clause 9 applies if Item 12 states that this clause applies.

9.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) loss or damage to the property of any person,for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that

the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

10 Representations and warranties

10.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;

- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
 - (i) any applicable Law or any order or ruling of a Government Body;
 - (ii) any agreement binding on the Recipient;
 - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
 - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
 - (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (g) **(information)**: all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
 - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;

- (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
- (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:
 - (A) are current and have not been amended, altered or revoked in any way; and
 - (B) contain all of the terms of the trust; and
- (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

10.3 No reliance by the Recipient

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

11 Default Events, termination, scope reduction and suspension

11.1 Default Events

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

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach)**: If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.

- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
 - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

11.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 15.3 (or any later date specified in the notice).

11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
 - (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and

- (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.
- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

11.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - (ii) subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

11.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):

- (i) operates on and from the date of the Suspension Notice; and
- (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:
 - (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

13 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 13 as if it were an actual payment made pursuant to this Deed.

- (g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

14 Dispute resolution

14.1 Application

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

14.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

14.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:
- (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 14.3(a):
- (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

14.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

14.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

14.6 Injunctive and other discretionary relief

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

15 Notices

15.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

15.2 Method and address for delivery

- (a) Subject to clause 15.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

15.3 Time of receipt

- (a) Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

- (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

15.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

16 Miscellaneous

16.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

16.2 Dispute jurisdiction

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

16.3 Entire agreements clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 16.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

16.4 Liability

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

16.5 Benefit

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

16.6 Compliance with obligations

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

- (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

16.7 Severance

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

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

16.8 Counterparts

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

16.9 Further assurance

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

16.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

16.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

16.12 Legal costs

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

16.13 Amendment

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

16.14 Waiver

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

16.15 Successors and assigns

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

16.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

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

16.17 Set-off

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

16.18 No assignment

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

16.19 Disclosure

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

16.20 Determination

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

16.21 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.

- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

16.22 Doctrine of merger

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

16.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

16.24 No interference with executive duties or powers

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

16.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).

- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 16.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

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

Signature: →	<div style="border: 1px solid black; width: 300px; height: 60px;"></div>	
	Being a person who has authority to sign this Deed on behalf of the Grantor	
*Print name and position:	<div style="border: 1px solid black; width: 300px; height: 35px;"></div>	Witness' signature: →
		<div style="border: 1px solid black; width: 300px; height: 60px;"></div>
		*Witness print name and position:
		<div style="border: 1px solid black; width: 300px; height: 45px;"></div>
*Use BLOCK LETTERS		*Witness print address:
		<div style="border: 1px solid black; width: 300px; height: 55px;"></div>

Signing by Recipient

The common seal of **Central Highlands Council** was hereunto affixed in the presence of:

		Common seal: →	<div style="border: 1px solid black; width: 200px; height: 110px;"></div>
Signature: →	<div style="border: 1px solid black; width: 300px; height: 55px;"></div>	Signature: →	<div style="border: 1px solid black; width: 300px; height: 55px;"></div>
*Print name and office held:	<div style="border: 1px solid black; width: 300px; height: 45px;"></div>	*Print name and office held:	<div style="border: 1px solid black; width: 300px; height: 45px;"></div>

*Use BLOCK LETTERS