

AGENDA ATTACHMENTS

20 SEPTEMBER 2022

ORDINARY COUNCIL MEETING

Table of Contents

Draft Minutes of the Ordinary Meeting of Council 16 August 2022 AGENDA ITEM 11.1	4
Draft Minutes of the ILU Committee Meeting 12 August 2022 AGENDA ITEM 11.3	27
Draft Minutes of the CHVMC Meeting 17 August 2022 AGENDA ITEM 11.4	29
Draft Minutes of the Audit Panel Meeting 22 August 2022 AGENDA ITEM 11.5	31
Draft Minutes of the Planning Committee Meeting 13 September 2022 AGENDA ITEM 11.6	33
Draft Minutes of the Bothwell Bicentenary Workforce Group Meeting 13 September 2022..... AGENDA ITEM 11.7	42
Derwent Catchment Project – Monthly Report – September 2022..... AGENDA ITEM 13.0	44
Proposed Township Structure Planning Project AGENDA ITEM 15.1	49
DA2022-77 – Visitor Accommodation (Change of Use) 38 Patrick St Bothwell AGENDA ITEM 15.2	70
Petition to Amend Sealed Plan – Removal of Covenants AGENDA ITEM 15.3	78
Southern Tasmania Regional Waste Authority Newsletter – Sept 2022..... AGENDA ITEM 15.5	89
GHD – River Clyde Flood Mapping – Preparing Australian Communities Grants..... AGENDA ITEM 16.1	92
Grant Deed – Ouse Recreation Grounds Stage 1..... AGENDA ITEM 16.6	120
Correspondence - Ouse Recreation Grounds Stage 2 Proposal..... AGENDA ITEM 16.7	159
Correspondence – Bothwell Cricket Club AGENDA ITEM 16.8	160
Correspondence – Ouse Community Country Club AGENDA ITEM 16.11	161
Audit Panel Report - 30 June 22 AGENDA ITEM 17.2	162
Petition for Telstra Payphone at Interlaken AGENDA ITEM 17.6	166
STCA – Regional Strategy – Changing Coastline AGENDA ITEM 17.8	168

Correspondence EveryAge Counts.....	207
AGENDA ITEM 17.9	
BOM information re Floods	209
AGENDA ITEM 17.10	
TasWater – Owner Representatives	211
AGENDA ITEM 17.11	



Central Highlands Council

MINUTES – ORDINARY MEETING – 16 AUGUST 2022

Minutes of the Ordinary Meeting of Central Highlands Council held in the Bothwell Town Hall, Bothwell on Tuesday 16 August 2022, commencing at 9am.

1.0 OPENING

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

2.0 ACKNOWLEDGEMENT OF COUNTRY

3.0 PRESENT

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer (arrived at 9.02am), Cllr A W Bailey, Cllr S Bowden, Cllr R Cassidy, Cllr J Honner, Cllr J Poore.

3.1 IN ATTENDANCE

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

4.0 APOLOGIES

Cllr A Campbell

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.

Cllr S Bowden -DES Supplementary Agenda – EPURON - Request for Reduced of Fees on DA Supplementary Agenda Item

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

5.0 PECUNIARY INTEREST DECLARATIONS

Clr A Archer – 16.1 Preparing Australian Communities Grant and 18.5 Supplementary Agenda Revised River Clyde Mapping Area Plan

Moved: Clr J Honner

Seconded: Clr A Bailey

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 19 July 2022	Regulation 15 (2)(g) of the <i>Local Government (Meeting Procedures) Regulations 2015</i> – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
2	Tenders 05/22, 06/22, 07/22, 09/22 & 10/22	Regulation 15 (2)(d) of the <i>Local Government (Meeting Procedures) Regulations 2015</i> – contracts, and tenders, for the supply of goods and services and their terms, conditions, approval and renewal
3	Leave of Absence	Regulation 15 (2)(h) of the <i>Local Government (Meeting Procedures) Regulations 2015</i> applications by councillors for a leave of absence
4	Confidential Matter – General Manager Recruitment	Regulation 15 (2)(g) of the <i>Local Government (Meeting Procedures) Regulations 2015</i> – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
5	Consideration of Matters for Disclosure to the Public	Regulation 15 (8) of the <i>Local Government (Meeting Procedures) Regulations 2015</i> - 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, Clr A Archer, Clr A W Bailey, Clr S Bowden, Clr R Cassidy, Clr J Honner, Clr J Poore.

6.1 MOTION OUT OF CLOSED SESSION

Moved: Clr J Poore

Seconded: Clr R Cassidy

THAT the Council:

- (1) Having met and dealt with its business formally move out of the closed session; and
- (2) Resolved to report that it has determined the following:

THAT Council move out of Closed Session and resume the Ordinary Meeting.

Item Number	Matter	Outcome
1	Confirmation of the Minutes of the Closed Session of the Ordinary Meeting of Council held on 19 July 2022	Minutes of the Closed Session of the Ordinary Meeting of Council held on 19 July 2022 were confirmed
2	Tenders 05/22, 06/22, 07/22, 09/22 & 10/22	<p>Tender 05/22 for stabilisation of Lower Marshes Road was awarded to Stabilised Pavements of Australia Pty Ltd</p> <p>Tender 06/22 for stabilisation of Hollow Tree Road was awarded to Andrew Walter Construction Pty Ltd</p> <p>Tender 07/22 for stabilisation of Ellendale Road was awarded to Andrew Walter Construction Pty Ltd</p> <p>Tender 09/22 for footpath reconstruction, Bothwell was awarded to M S Civil</p> <p>Tender 10/22 for Hamilton footpath reconstruction was awarded to M S Civil</p>
3	Leave of Absence	Three month's Leave of Absence from Council and Committee meetings was granted to Cllr A Campbell
4	Confidential Matter - General Manager Recruitment	The general public be advised that Kim Hossack has been offered the position of General Manager
Supp Agenda Item 1	Confidential Matter	Matter was discussed and the Mayor to respond to letter
5	Consideration of Matters for Disclosure to the Public	Matters were considered

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A W Bailey, Cllr S Bowden, Cllr 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

10.15 – 10.30 Tracey Turale & Katrina Brazendale – update on Health & Wellbeing Plan

7.1 PUBLIC QUESTION TIME

Ms Aimee Butler

8.0 MAYORAL COMMITMENTS

July to August 2022

13 July 2022	Meeting with Primary Health Tas
15 July 2022	Recruitment Agency
18 July 2022	GP Service Ouse – public meeting - Ellendale
19 July 2022	Ordinary Meeting of Council – Hamilton
20 July 2022	Meeting with Hon Nic Street, Minister for Local Govt – Hamilton
	Gretna Fire Brigade – handover of keys
21 July 2022	Teams meeting Tas Health Service
28 July 2022	Teams meeting Primary Health Tasmania
29 July 2022	Recruitment Agency
01 August 2022	Recruitment Agency
02 August 2022	Recruitment Agency
04 August 2022	Teams meeting Health Consumers Tasmania
07 August 2022	Street Library BBQ birthday celebrations – Hamilton
08 August 2022	Interviews – General Manager position - Hamilton
09 August 2022	Planning Committee meeting – Bothwell
	Bothwell Bicentennial Workforce Group meeting
10 August 2022	Media release

- Business of Council x 12
- Ratepayer and community members - communications x 10
- Elected Members - communications x 11
- Central Highlands Council Management - communications x4

8.1 COUNCILLOR COMMITMENTS

Deputy Mayor J Allwright

18 July 2022	GP Service Ouse – public meeting - Ellendale
19 July 2022	Ordinary Meeting of Council – Hamilton
20 July 2022	Meeting with Hon Nic Street, Minister for Local Govt – Hamilton
09 August 2022	Planning Meeting - Bothwell

Clr A Archer

19 July 2022	Ordinary Meeting of Council – Hamilton
09 August 2022	Planning Meeting - Bothwell

Clr A Bailey

19 July 2022	Ordinary Meeting of Council – Hamilton
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Clr A Campbell

19 July 2022	Ordinary Meeting of Council – Hamilton
20 July 2022	Meeting with Minister for Local Government, Nic Street, Hamilton
27 July 2022	HATCH Meeting - Hamilton
28 July 2022	Teams Meeting with Primary Health Tasmania, THS, Health Consumer's Tasmania, to discuss future Solutions to Health services in Central Highlands
4 August 2022	Teams Meeting with Health Consumers Tasmania to discuss future Solutions to Health services in Central Highlands.

Clr R Cassidy

19 July 2022 Ordinary Meeting of Council – Hamilton
 20 July 2022 Meeting with Minister for Local Government, Nic Street, Hamilton
 09 August 2022 Planning Meeting - Bothwell

Clr J Honner

19 July 2022 Ordinary Meeting of Council – Hamilton
 09 August 2022 Planning Meeting – Bothwell
 09 August 2022 Bothwell Bicentennial Workforce Group Meeting Bothwell

Clr J Poore

19 July 2022 Ordinary Meeting of Council – Hamilton

STATUS REPORT COUNCILLORS

8.2 GENERAL MANAGER'S COMMITMENTS

19 July 2022 Ordinary Meeting of Council – Hamilton
 20 July 2022 Councillors meeting with Hon Nic Street
 02 August 2022 Meeting A Wilson & eHome
 04 August 2022 Meeting Holly Hansen
 09 August 2022 Planning Committee Meeting
 Bicentennial Committee meeting
 Meeting RecFit with Damian Mackey and G Rogers
 12 August 2022 ILU Committee Meeting

8.3 DEPUTY GENERAL MANAGER'S COMMITMENTS

19 July 2022 Ordinary Meeting of Council – Hamilton
 27 July 2022 River Clyde Flood Mapping - Project Initiation Meeting
 02 August 2022 Meeting with E-Home's to discuss ABC radio service on 89.7FM Belchers Hill
 04 August 2022 National Recovery and Resilience Agency meeting
 10 August 2022 Municipal Recovery Coordinators Monthly Meeting

9.0 NOTIFICATION OF COUNCIL WORKSHOPS HELD

20 July 2022 Hamilton - Meeting Nic Street, Minister for Local Government and Councillors

9.1 FUTURE WORKSHOPS

1. Tuesday 13 September 2022 Bothwell Hall - 11.30 – TasWater Workshop

10.0 MAYORAL ANNOUNCEMENTS

11.0 MINUTES

11.1 RECEIVAL DRAFT MINUTES ORDINARY MEETING 19th JULY 2022

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT the Draft Minutes of the Ordinary Meeting of Council held on Tuesday 19th July 2022 be received.

CARRIED

FOR the Motion

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

11.2 CONFIRMATION OF DRAFT MINUTES ORDINARY MEETING 19th JULY 2022

Moved: Clr J Poore

Seconded: Clr R Cassidy

THAT the Draft Minutes of the Ordinary Meeting of Council held on Tuesday 19th July 2022 be confirmed.

CARRIED

FOR the Motion

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

11.3 RECEIVAL DRAFT PLANNING COMMITTEE MEETING MINUTES 9th August 2022

Moved: Deputy Mayor J Allwright

Seconded: Clr J Honner

THAT the Draft Minutes of the Planning Committee Meeting held on Tuesday 9th August 2022 be received.

CARRIED

FOR the Motion

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

11.4 RECEIVAL DRAFT BOTHWELL BICENTENARY WORKFORCE GROUP MEETING MINUTES 12th July 2022

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT the Draft Minutes of the Bothwell Bicentenary Workforce Group Meeting held on Tuesday 12th July 2022 be received.

CARRIED

FOR the Motion

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

11.4 RECEIVAL DRAFT BOTHWELL BICENTENARY WORKFORCE GROUP MEETING MINUTES 9th August 2022

Moved: Cllr J Honner

Seconded: Cllr A Bailey

THAT the Draft Minutes of the Bothwell Bicentenary Workforce Group Meeting held on Tuesday 9th August 2022 be received.

CARRIED

FOR the Motion

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

Moved: Cllr J Honner

Seconded: Cllr A Bailey

THAT Council move to agenda item 7.0 – DEPUTATIONS

CARRIED

FOR the Motion

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

10.15 – 10.30 Tracey Turale & Katrina Brazendale – update on Health & Wellbeing Plan

The following reports were presented

- A Plan for the Health and Wellbeing of Central Highlands Residents 2020-2025
- IMPLEMENTATION PLAN 2020-2022 - for the Health and Wellbeing of Central Highlands Residents 2020-2025
- HIGHLANDS HEALTHY CONNECT – EVALUATION

Achievements addressing SNAPS factors (smoking, nutrition, alcohol, physical activity and stress) Council have appointed a part time Community Relations Officer (Katrina Brazendale) and provide financial and administration support to an array of programs:

- School Breakfast Club and food packs (Ouse 5 days a week, Bothwell one day a week)
- Youth Golf Program and the possibility of a lady's golf group commencing soon
- Quit Smoking workshop – Ouse
- Highlands Healthy Connect Project – several different activities targeting both men and women
- Volunteer Tas – to develop volunteer program
- First Aid courses
- Frozen Meal Delivery Program
- Playgroup Bothwell and Ouse
- Physical Activities
- Social events

New Projects

- Communities for Children funding which will bring with it a Social Worker

Graham Rogers, Manager DES attended the meeting at 10.22

Moved: Cllr R Cassidy

Seconded: Cllr J Honner

THAT Council move to agenda item 12 Business Arising

CARRIED

FOR the Motion

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

12.0 BUSINESS ARISING:

15.1	DA2022/32: SUBDIVISION (3 LOTS): 1160 ELLENDALE ROAD, ELLENDALE	Permit Issued by Planning Officer
15.2	PROPOSED TOWNSHIP STRUCTURE PLANNING PROJECT	Senior Planning Officer to prepare Project Brief
15.3	CENTRAL HIGHLANDS DRAFT LOCAL PROVISIONS SCHEDULE: RURALAGRICULTURE ZONE REVIEW	Correspondence sent by Senior Planning Officer
15.4	REQUEST FOR LANDOWNER CONSENT TO LODGE DEVELOPMENT APPLICATION: GREAT LAKE COMMUNITY CENTRE	Consent Signed by General Manager
15.5	REQUEST FOR REMISSION IN FEES - BOTHWELL GOLF CLUB	Correspondence sent by Manager Development & Environmental Services
15.6	DAGO POINT	Council allow The Place Name Advisory Panel go through the process they have in place.
15.7	SES SHED MIENA	Manager Development & Environmental Services to organise a representative from SES to attend the August Meeting of Council
15.8	TIP SHOP PROPOSAL	Council defer this item until after the October 2022 local government elections.
15.9	RESIDENTIAL BUILDING (MISCELLANEOUS CONSUMER PROTECTION AMENDMENTS) BILL 2022	The comments on the proposed Residential Building (Miscellaneous Consumer Protection Amendments) Bill 2022 be forwarded to the Manager Development & Environmental Services.
15.10	HAMILTON SHOWGROUNDS	Correspondence sent by Manager Development & Environmental Services
15.11	TASMANIAN EMERGENCY MANAGEMENT ARRANGEMENTS REVIEW	Comments be forwarded to the Manager Development & Environmental Services.
15.12	COMMUNITY AED – MIENA AMBULANCE STATION	Correspondence sent by Manager Development & Environmental Services
16.1	VIRTUAL FENCE USED BY STATE GROWTH	Deferred until the Manager Works and Services obtains quotes for a virtual fence.

16.2	CAPITAL PLANT REPLACEMENT	The Manager Works and Services purchase a 2021 MCLAUGHIN VX 30-250 trailer mounted vac truck.
16.3	REQUEST FOR PARK SEATING IN QUEENS PARK BOTHWELL	Deferred until further information is obtained.
16.5	SURPLUS LOADER TYRES HAMILTON DEPOT	Correspondence sent by Works and Services Manager
17.2	LEASE GREAT LAKE COMMUNITY CENTRE	The General Manager to prepare a new lease for consideration by Council.
17.3	EMERGENCY SERVICES MEDAL NOMINATIONS 2023	Deputy General Manager to obtain list of SES volunteers in the Central Highlands from SES.
17.4	STEPPE ACCOMMODATION PADDOCK LEASE	Correspondence sent by Deputy General Manager
17.5	TELSTRA PAYPHONE INTERLAKEN TASMANIA	Correspondence sent by Deputy General Manager
17.6	CONSERVATION COVENANTS IN THE CENTRAL HIGHLANDS MUNICIPALITY	Correspondence sent by Deputy General Manager
17.7	CENTRAL HIGHLANDS VISITOR CENTRE VOLUNTEERS	Correspondence sent by Deputy General Manager
17.8	ABC RADIO SERVICE ON 89.7FM BELCHERS HILL	Correspondence sent by Deputy General Manager. Defer the purchase of new batteries until a further quote is obtained.
17.9	COMMUNITY GRANT APPLICATION – HAMILTON STREET LIBRARY COMMUNITY BBQ	Correspondence sent by Deputy General Manager
17.10	TRAVELWAYS SPRING EDITION	Correspondence sent by General Manager
18.1	INTEGRITY COMMISSION ACT LEGISLATIVE REFORM	Councillors to provide their comments to the Deputy General Manager.

13.0 DERWENT CATCHMENT PROJECT REPORT

Moved: Deputy Mayor J Allwright

Seconded: Cllr J Poore

THAT the Derwent Catchment Project Annual Report be received

CARRIED

FOR the Motion

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

14.0 FINANCE REPORT

Moved: Cllr J Honner

Seconded: Cllr A Bailey

THAT the Finance Reports be received.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A W Bailey, Cllr S Bowden, 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: Clr J Honner

Seconded: Clr J Poore

THAT the Development & Environmental Services Report be received.

CARRIED

FOR the Motion

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

15.1 DA2022/64 : SUBDIVISION 1 LOT PLUS BALANCE : 30 CURLYS LANE, ELLENDALE

Moved: Deputy Mayor Jim Allwright

Seconded: Clr A Bailey

THAT

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 DA2022/64 1 Lot plus Balance Subdivision at 30 Curlys Lane, Ellendale CT 244366/1, subject to conditions in accordance with the Recommendation.

Recommended Conditions

General

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

Public Open Space Contribution

- 3) Council requires that an amount equal to five percent (5%) of the unimproved value of the land be provided as cash-in-lieu of public open space in accordance with the provisions of Section 117 of the Local Government (Building & Miscellaneous Provisions) Act 1993. The subdivider must obtain a valuation for the unimproved value of the subdivision from a registered Valuer.
- 4) The cash-in-lieu of public open space must be in the form of a direct payment made before the sealing of the final plan of survey.

TasWater

- 5) Pursuant to the Water and Sewerage Industry Act 2008 (TAS) Section 56P (2) (b) TasWater impose conditions on the permit as per Submission to Planning Authority Notice TWDA 2022/00924-CHL dated 21/07/2022 (attached).

Bushfire Hazard Management

- 6) The development and works must be carried out in accordance with the approved Bushfire Hazard Report prepared by GEO Environmental Solutions, April 2022, J6843v1.

Services

- 7) 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.
- 8) Electrical and telecommunications services must be provided to each lot in accordance with the requirements of the responsible authority and the satisfaction of Council's General Manager.

Access

- 9) A sealed vehicle access must be provided from the road carriageway to Lot 1. The access must be located and constructed in accordance with the standards shown on standard drawings TSD-R09-v2 and the satisfaction of Council's Works Manager.
- 10) The access strip to the Balance Lot is to be sealed from Ellendale Road to the lot proper.

Easements

- 11) 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

- 12) 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.

Final plan

- 13) 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.
- 14) A fee of \$205.00, or as otherwise determined in accordance with Council's adopted fee schedule, must be paid to Council for the sealing of the final approved plan of survey.
- 15) All conditions of this permit, including either the completion of all works and maintenance or payment of security in accordance with this permit, must be satisfied before the Council seals the final plan of survey for each stage.
- 16) It is the subdivider's responsibility to notify Council in writing that the conditions of the permit have been satisfied and to arrange any required inspections.

The following advice applies to this permit:

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

CARRIED**FOR the Motion**

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

15.2 PROPOSED TOWNSHIP STRUCTURE PLANNING PROJECT

Moved: Clr Jim Poore

Seconded: Clr R Cassidy

THAT the Draft Project Brief be workshopped at the September Planning Committee Meeting and be forwarded to the September Council Meeting for consideration.

CARRIED

FOR the Motion

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

15.3 SUBMISSION TO THE FIVE-YEAR STATUTORY REVIEW OF THE STATE PLANNING PROVISIONS

Moved: Clr A Archer

Seconded: Clr J Honner

THAT the attached submission to the State's five-year statutory review of the State Planning Provisions be endorsed.

CARRIED

FOR the Motion

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

15.4 ASSESSMENT OF MAJOR DEVELOPMENT APPLICATIONS

Moved: Deputy Mayor J Allwright

Seconded: Clr J Honner

THAT due to current staffing constraints Council engage a Consultant Planner to assess major development applications.

CARRIED

FOR the Motion

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

15.5 REQUEST FOR REMISSION IN FEES

Moved: Clr S Bowden

Seconded: Clr J Poore

THAT Council reimburse the Planning Application fees of \$1,551.34 to the Great Lake Community Centre Inc and waive the future Building and Plumbing Application fees for this project.

CARRIED

FOR the Motion

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

15.6 GREAT LAKE COMMUNITY CENTRE: CONSTRUCTION SITE

Moved: Clr R Cassidy

Seconded: Clr S Bowden

THAT a letter be sent signed by the General Manager to the Great Lake Community Centre Inc. giving permission for AJR Construct Pty Ltd to take control of the Great Lake Community Centre building site during the construction of the greenhouse, men's shed and alterations.

CARRIED

FOR the Motion

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

15.7 BRONTE PARK WASTE TRANSFER STATION PROPOSAL

Moved: Clr A Archer

Seconded: Clr R Cassidy

THAT Council investigate the proposal further by liaising with all stakeholders and report back to the next meeting of Council

CARRIED

FOR the Motion

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

15.8 PROPOSED SES SHED AT MIENA

Moved: Clr J Poore

Seconded: Clr A Bailey

THAT the Manger DES continue discussion with stakeholders and report back to Council in due course.

CARRIED

FOR the Motion

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

Clr A Bailey left the room at 11.16

15.9 HOMELESS PERSONS PROTOCOL

Moved: Clr J Poore

Seconded: Clr R Cassidy

THAT Council defer this item until after the October Local Government Elections.

CARRIED6/1

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr S Bowden, Clr R Cassidy, Clr J Honner, Clr J Poore

AGAINST the Motion

Clr A Archer

Clr A Bailey returned to the room at 11.19

15.10 DES BRIEFING REPORT

PLANNING PERMITS ISSUED UNDER DELEGATION

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

NO PERMIT REQUIRED

DA NO.	APPLICANT	LOCATION	PROPOSAL
2022 / 00067	Woolcott Surveys	5 Wigrams Way, London Lakes	Dwelling

DISCRETIONARY USE

DA NO.	APPLICANT	LOCATION	PROPOSAL
2022 / 00057	Telstra Corporation	Tarraleah	Telecommunication Facility
2022 / 00066	B P Triffett	6706 Lyell Highway, Ouse	Signage

ANIMAL CONTROL

IMPOUNDED DOGS

No dogs have been impounded during the past month.

STATISTICS AS OF 10 AUGUST 2022

Registrations

Total Number of Dogs Registered in 2021/2022 Financial Year – 978

2022/2023 renewal have been issued.

- Number of Dogs Currently Registered - 640
- Number of Dogs Pending Re-Registration – 307

Kennel Licences

Total Number of Kennel Licences Issued for 2021/2022 Financial Year – 30

2022/2023 Renewal have been Issued.

- Number of Licences Issued – 23
- Number of Licences Pending – 8

EHO ANNUAL REPORTS FOR 2022

The following Annual Reports for Environmental Health have been submitted to DHHS as required:

- Private Water Report for 2021-2022
- Recreational Water Report 2021-2022
- Food Safety Annual Report 2021-2022
- EHO Annual Register Submitted 2022

Central Highlands Council have no Regulated Systems report submitted.

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

The only report outstanding is the Waste report being finalised for end September.

Clr S Bowden declared a conflict of interest and left the room at 11.22

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT Council move to DES Supplementary Agenda Item - EPURON – Request for Reduced Development Application fees

CARRIED

FOR the Motion

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

DES SUPPLEMENTARY AGENDA ITEM – EPURON – REQUEST FOR REDUCED DEVELOPMENT APPLICATION FEES

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT Council advise the application for a reduction in the Development Application Fees has been refused.

CARRIED 5/2

FOR the Motion

Mayor L Triffitt, Clr A Archer, Clr A W Bailey, Clr R Cassidy, Clr J Honner,

AGAINST the Motion

Deputy Mayor J Allwright, Clr J Poore

Clr S Bowden returned to the meeting at 11.43

16.0 WORKS & SERVICES

Moved: Clr A Bailey

Seconded: Clr J Honner

THAT the Works & Services Report be received.

CARRIED

FOR the Motion

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

Clr A Archer declared an interest in item 16.1 and left the room at 11.44

16.1 PREPARING AUSTRALIAN COMMUNITIES PROGRAM GRANT

The Department of Industry, Science, Energy and Resources have advised Council that our application for the Preparing Australian Communities - Local Stream - River Clyde Flood Mapping and Study was successful.

Moved: Clr R Cassidy

Seconded: Clr S Bowden

THAT

1. Council receive the monthly project report for July from GHD for the River Clyde Flood Mapping / Study.

CARRIED

FOR the Motion

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

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council move to Supplementary Agenda Item 18.5 Revised River Clyde Mapping Area Plan

CARRIED

FOR the Motion

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

18.5 REVISED RIVER CLYDE MAPPING AREA PLAN - SUPPLEMENTARY AGENDA ITEM

Moved: Clr J Poore

Seconded: Deputy Mayor Jim Allwright

THAT Council defer this item until after the October Local Government Elections.

LOST3/4

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr J Poore

AGAINST the Motion

Clr A W Bailey, Clr S Bowden, Clr R Cassidy, Clr J Honner

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council endorse the Plans showing the northern boundary as Nant Lane and southern boundary as the Falls of Clyde for the River Clyde Flood Mapping Project

CARRIED

FOR the Motion

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

Clr A Archer returned to the meeting at 12.29

16.2 PRIME MOVER PARKING IN BOTHWELL

NOTED

16.3 VIRTUAL FENCING

Moved: Clr A Archer

Seconded: Clr R Cassidy

THAT Council initiate correspondence with the relevant State Government Minister and the Department of State Growth requesting that funds are pledged to erect virtual fencing for a trial period on Highlands Lake Road between the Apsley Bridge and the top of the Den.

CARRIED

FOR the Motion

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

16.4 REQUEST FOR PARK SEATING IN QUEENS PARK BOTHWELL

Moved: Clr J Honner

Seconded: Clr S Bowden

THAT Council accept and endorses the proposed seating design and the preferred location for the memorial seat.

CARRIED

FOR the Motion

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

Jason Branch, Works & Services Manager left the meeting at 12.40

Council adjourned for lunch at 12.40pm

Council reconvened the meeting at 1.10pm

17.0 ADMINISTRATION

17.1 REMISSIONS UNDER DELEGATION

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT the Remission granted by the General Manager under delegation be noted.

CARRIED

FOR the Motion

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

17.2 AUDIT PANEL – INDEPENDENT CHAIR

Moved: Clr J Honner

Seconded: Deputy Mayor J Allwright

THAT Council accept Mr Ian McMichael's offer to continue in the role of Independent Chair of the Central Highlands Council Audit Chair until a new Independent Chair can be appointed.

CARRIED

FOR the Motion

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

17.3 BLUE FARMER

Moved: Deputy Mayor Jim Allwright

Seconded: Clr A Bailey

THAT Council write to the parties involved and:

- a. thank the Bothwell District High School and the Bothwell CWA offer to re-clothe the Blue Farmer.
- b. Advise the Council does not support the use of the blue baling twine due to the environmental issues and that alternative blue clothing items be sourced
- c. Request input in identifying a suitable new site for the relocation of the Blue Farmer

CARRIED

FOR the Motion

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

17.4 DRAFT ELECTION CARETAKER PERIOD POLICY**DISCUSSED AND NOTED**

RESOLVED not to adopt the Draft Caretaker Period Policy at this time

Mayor Triffitt tested the floor with the majority of Councillors agreed not to adopt an Election Caretaker Policy.

17.5 LEASE GREAT LAKE COMMUNITY CENTRE

Moved: Clr A Bailey

Seconded: Clr R Cassidy

THAT the General Manager be authorised to sign and seal the lease between Council and the Great Lake Community Centre Inc and forward to the Committee for counter-signing.

CARRIED

FOR the Motion

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

17.6 LEASE WITH ACCESS LICENCE OF CROWN LAND AT TABLE MOUNTAIN CONSERVATION AREA

Moved: Clr A Bailey

Seconded: Clr J Poore

THAT Council authorise the General Manager to use the common seal and sign the Lease with access licence of approximately 100m² (Lease area) and 840m² (Licence area) of Crown land at Table Mountain, Tasmania.

CARRIED

FOR the Motion

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

17.7 TOWARDS A 10 YEAR SALMON PLAN

Moved: Clr A Archer

Seconded: Clr J Honner

THAT Councillors provide their comments on the Discussion Paper: Towards a 10-Year Salmon Plan to the Deputy General Manager by Friday the 19 August 2022 so that Council can provide comments to Primary Industries and Water, Department of Natural Resources and Environment Tasmania.

CARRIED

FOR the Motion

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

17.8 BUREAU OF METEOROLOGY – BOTHWELL

Moved: Clr J Poore

Seconded: Clr A Bailey

THAT Council defer this item until after the October Local Government Elections.

CARRIED 6/2

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A W Bailey, Clr S Bowden, Clr J Honner, Clr J Poore

AGAINST the Motion

Clr A Archer, Clr R Cassidy

17.9 CAT MANAGEMENT

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT Council defer this item until after the October Local Government Elections

CARRIED

FOR the Motion

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

17.10 REQUEST FOR RATES REMISSION

Moved: Clr A Bailey

Seconded: Clr S Bowden

THAT Council remit the rates on property 04-0017-03967.

CARRIED

FOR the Motion

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

17.11 REQUEST FOR RATES REMISSION

Moved: Clr J Poore

Seconded: Clr S Bowden

THAT Council remit the General Rate of \$443.93 on property 03-0201-03706 (PID 9990561).

CARRIED

FOR the Motion

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

17.12 LOCAL GOVERNMENT BOARD'S FUTURE OF LOCAL GOVERNMENT REVIEW STAGE 1 INTERIM REPORT

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Councillors provide their comments on the Interim Report to the Deputy General Manager by Friday the 19 August 2022 so that Council can provide comments to the Local Government Board.

CARRIED

FOR the Motion

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

17.13 LIONS CELEBRATING 75 YEARS OF SERVICE

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT Council present the Bothwell Lions Club with a Certificate of Appreciation

CARRIED

FOR the Motion

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

17.14 DERWENT BRIDGE MICROGRID FEASIBILITY STUDY

NOTED

7.15 GLENORA DISTRICT SCHOOL PRESENTATION AWARDS

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT Council defer this item until the September Council Meeting.

CARRIED

FOR the Motion

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

17.16 DERWENT BRIDGE ELECTRIC VEHICLE CHARGER STATISTICS

NOTED

17.17 LIONS CLUB OF HOBART TOWN INC FUNDING SUPPORT 2022 CIRCUS QUIRKUS**Moved:** Deputy Mayor Jim Allwright**Seconded:** Clr A Bailey**THAT** Council donate \$300 to the Bothwell Lions Club**CARRIED****FOR the Motion**

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

AGAINST the Motion

Clr A Archer

17.18 LOCAL GOVERNMENT AMENDMENT (CODE OF CONDUCT) BILL 2022**Moved:** Clr J Honner**Seconded:** Clr J Poore**THAT** Councillors provide their comments on the draft Local Government Amendment (Code of Conduct) Bill 2022 to the Deputy General Manager by Friday the 26 August 2022 so that Council can provide comments to Department of Premier and Cabinet's Office of Local Government.**CARRIED****FOR the Motion**

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

17.19 TELSTRA PAYPHONE INTERLAKEN TASMANIA**Moved:** Clr R Cassidy**Seconded:** Clr A Bailey**THAT** the Deputy General Manager engage the residents of the Central Highlands interested in a payphone being installed, in the form of a petition to residents and users of the area.**CARRIED 7/1****FOR the Motion**

Mayor L Triffitt, Clr A Archer, Clr A W Bailey, Clr S Bowden, Clr R Cassidy, Clr J Honner, Clr J Poore

AGAINST the Motion

Deputy Mayor J Allwright

17.20 ABC RADIO SERVICE AT BELCHERS TOWER**Moved:** Clr R Cassidy**Seconded:** Clr J Poore**THAT** Council

1. Advise Mr Goodwin that he has been successful in his offer to provide maintenance to the ABC Radio at Belchers Tower, with the takeover period commencing on 23rd September 2022
2. accepts the quote provided by Mr Goodwin to replace the batteries for the ABC Radio
3. advises that the keys are to be held at the Hamilton Office and formerly signed out and in; and
4. the Deputy General Manager to advise E-Homes accordingly

CARRIED**FOR the Motion**

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

Clr A Archer left the meeting at 2.20

Clr J Honner left the meeting at 2.20

17.21 2022 AUSSIE BACKYARD BIRD COUNT

Moved: Clr R Cassidy

Seconded: Clr A Bailey

THAT Council enrol in the Aussie Backyard Bird Count for 2022 at the Promo Level.

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A W Bailey, Clr S Bowden, Clr R Cassidy, Clr J Poore

17.22 LITTER WITHIN THE TOWNSHIP OF BOTHWELL

RESOLVED THAT the Bothwell Bicentennial Workforce Group take on the promotion of preparing Bothwell in a tidy state for the festival.

17.23 DIGNITARIES TO BE INVITED TO THE BOTHWELL BI-CENTENNIAL

Moved: Clr R Cassidy

Seconded: Clr J Poore

THAT Councillors provide names of guest to be invited to a morning tea at the Bothwell Bicentennial Festival prior to the next Bothwell Bicentennial Workforce Group meeting scheduled for 13 September 2022:

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A W Bailey, Clr S Bowden, Clr R Cassidy, Clr J Poore

18.0 SUPPLEMENTARY AGENDA ITEMS

Moved: Clr R Cassidy

Seconded: Clr J Poore

THAT Council consider the matters on the Supplementary Agenda

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Clr A W Bailey, Clr S Bowden, Clr R Cassidy, Clr J Poore

18.1 PREPARING AUSTRALIAN COMMUNITIES PROGRAM GRANT - TECHNICAL MEMORANDUM

NOTED

18.3 REQUEST FOR RATES REMISSION – WELLINGTON SKI AND OUTDOOR CLUB INC

Moved: Cllr Deputy Mayor J Allwright

Seconded: Cllr S Bowden

THAT Council remit the general rate plus the solid waste and fire levy charges on property ID5475494

CARRIED

FOR the Motion

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A W Bailey, Cllr S Bowden, Cllr R Cassidy, Cllr J Poore

18.4 – QUOTE TO REPLACE BATTERIES FOR ABC RADIO SERVICE AT BELCHERS TOWER

Dealt with in main agenda

18.5 REVISED RIVER CLYDE FLOOD MAPPING AREA PLAN

Dealt with in main agenda

19.0

Mayor Lou Triffitt thanked everyone for their contribution and closed the meeting at 2.40pm



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 Hamilton on Friday, 12th August 2022 commencing at 10.00am.

1.0 OPENING

The Meeting opened at 10.00am

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 Mr Andy Beasant

Seconded Clr Tony Bailey

THAT The Minutes of the Independent Living Units Committee meeting held on 22nd February 2022 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 2 OUSE TENANCY

2 applications were received and both applicants were interviewed for the ILU Unit 2 at Ouse being Mr Wayne Ernest Holdsworth and Mr Peter Barnes.

Moved Mr Andy Beasant

Seconded Ms Cynthia Cooper

THAT the Committee approve that Mr Wayne Ernest Holdsworth be offered tenancy of Unit 2 of the Ouse ILU Unit. It was noted that Mr Peter Barnes did not fit the ILU eligibility criteria.

Carried

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

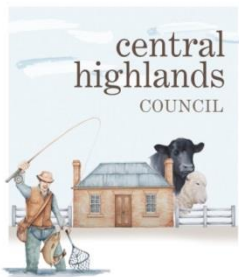


Central Highlands Council

Draft Minutes Independent Living Units Committee

7.0 CLOSURE

There being no further business the meeting was declared closed at 10.40am.



**MINUTES OF THE CENTRAL HIGHLANDS VISITOR CENTRE
MANAGEMENT COMMITTEE MEETING
HELD AT THE BOTHWELL TOWN HALL
AT 10.00AM ON WEDNESDAY 17TH AUGUST 2022**

1.0 PRESENT

Clr J Honner (Chairperson), Mrs B Poore, Mr K Eyles, Mr W Doran (Bothwell Historical Society), Mr T Johnston, Mr S Loring, Mrs L Jeffery (Australasian Golf Museum & Tourism Association) and Mr T Blake

IN ATTENDANCE

Mrs K Brazendale (Minute Secretary)

2.0 APOLOGIES

Mrs L Eyles (General Manager), Mr A Wilson (Deputy General Manager), Mr D Dyson & Mrs J Kelly

3.0 CONFIRMATION OF MINUTES

Moved **B Poore**

Seconded **W Doran**

THAT the Draft Minutes of the Central Highlands Visitor Centre Management Committee Meetings held on Thursday 1st July 2021 be confirmed.

Carried

4.0 STALL AT BUSHFEST

Mrs B Poore confirmed that the Australasian Golf Museum and the Central Highlands Visitor Centre would be holding a stall together as it worked extremely well last year and called for helpers during the two days of 19th and 20th November to be available at the stall.

5.0 EMAIL FROM CLR CASSIDY – COMPENSATION FOR VOLUNTEERS

Mrs L Jeffery provided an update regarding the previous payments made to Volunteers. The Australasian Golf Museum had previously received a grant through Tourism to the amount of \$20,000 which was used to make an allowance to the volunteers of \$20.00 known as a meal allowance, no payments have been made to a volunteer since these funds were spent many years ago.

The committee held an around the table discussion regarding the email in which they received from Councillor R Cassidy and the following outcome was:

Moved By Mr S Loring

Seconded By Mr W Doran

THAT Councillor R Cassidy be required to explain his purpose for sending the email as it appears to be a personal attack, he should have made contact with the Visitor Centre and obtained the correct information.

6.0 ANY OTHER BUSINESS

That Australasian Golf Museum have offered by a way of thanking the volunteers to provide a monthly cake and coffee to be held at a venue in Bothwell.

It was mentioned that it would be great if the Central Highlands Council introduced a Volunteers thank you, to be held during the Volunteers week.

Discussions took place regarding security system, new lockable cabinet and the documentation of current loaned items.

Selling of the Highlands Digest at the Visitor Centre, obtaining 10/12 copies on a monthly basis

Katrina is going to follow up on the following items that had been discussed

- Bi-Centenary Brochure for the Visitor Centre
- Door Seal for the front door entrance for the Headmasters Cottage
- Lighting in the Visitor Centre (some needed replacement)
- Finding keys to various doors at the Visitor Centre
- Forward The Highlands Digest contact to Mrs B Poore

7.0 DATE OF NEXT MEETING

It was decided that there will be a date set for the next meeting after the Local Government Elections, which are being held in late October 2022.

8.0 CLOSURE

There being no further business Clr Honner thanked everyone for attending and closed the meeting at 10.55 a.m.



Central Highlands Council

DRAFT MINUTES AUDIT PANEL MEETING – 22ND AUGUST 2022

Draft Minutes of the Central Highlands Audit Panel Meeting held at the Hamilton Council Chambers, Hamilton on Monday 22 August 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, Lyn Eyles (General Manager), Adam Wilson (Deputy General Manager) David Doyle (Accountant) and Katrina Brazendale

3.0 APOLOGIES

Cllr A Campbell

4.0 CONFIRMATION OF MINUTES

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

THAT the minutes of the previous meeting held on Monday, 9 May 2022 be confirmed.

Carried

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

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

7.0 STANDING ITEMS

- Statutory Financial Requirements Report - **Noted**
 - Financial Reports – **Annual Report**
 - Risk Management Register – **Adopted at the March Council meeting**
 - Policy Review – **Noted (December) after the elections**
-

8.0 NEW BUSINESS

- 8.1 CHC Financial Statements year ending 30 June 2022 - **Noted**
- 8.2 Tas Audit Strategy 30 June 2022 - **Noted**
- 8.3 Audit Panel Report 30 June 2022 for Council - **Noted**

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

THAT the Audit Panel Report 30 June 2022 be listed on the Council Agenda.

Carried

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

9.0 OTHER BUSINESS

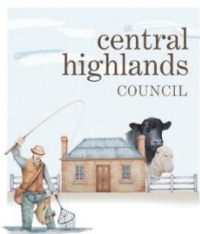
Insurance (Halls)

10.0 NEXT MEETING

Monday 28th November 2022 9.00 a.m. (after the elections)

11.0 CLOSURE

Meeting closed at 10.10 a.m.



MINUTES OF THE PLANNING COMMITTEE MEETING OF THE CENTRAL HIGHLANDS COUNCIL HELD AT THE BOHTWELL TOWN HALL, AT 9.00AM ON TUESDAY 13TH SEPTEMBER 2022

1.0 PRESENT

Deputy Mayor Allwright (Chairperson), Mayor Triffitt, Clr Bailey & Clr Cassidy

IN ATTENDANCE

Clr Honner, Mrs L Eyles (General Manager), Mr G Rogers (Manager DES), Mr D Mackey (Planning Consultant) Mrs L Brown (Planning Officer) – attended at 9.43am & Mrs K Bradburn (Minutes Secretary)

2.0 APOLOGIES

Clr Campbell

3.0 PECUNIARY INTEREST DECLARATIONS

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

Nil

4.0 CONFIRMATION OF MINUTES

Moved **Clr Cassidy**

Seconded **Mayor Triffitt**

THAT the Draft Minutes of the Planning Committee Meeting of Council held on Tuesday 9th August 2022 be confirmed.

Carried

For the Motion: Deputy Mayor Allwright, Mayor Triffitt, Clr Bailey & Clr Cassidy

5.0 QUESTION TIME & DEPUTATIONS

Nil

6.0 PROPOSED TOWNSHIP STRUCTURE PLANNING PROJECT

REPORT BY

Council Planning Consultant (SMC) Damian Mackey

PURPOSE

The purpose of this report is to progress the initiative to develop 'structure plans' for the townships of Bothwell, Ouse & Hamilton and possibly Miena, Gretna and Ellendale/Fentonbury. In particular, the 'workshopping' of the draft Project Brief and Project Plan.

BACKGROUND

The feedback received during last year's public notification of the Central Highlands Draft Local Provisions Schedule brought into focus a need to undertake strategic land use planning exercises for the townships of Bothwell and Ouse. Furthermore, it is now standard practice for the Tasmanian Planning Commission to require that proposed planning scheme amendments within towns are supported by wholistic strategic planning. In other words: 'structure plans'.

The State Planning Office (SPO) within the Department of Premier and Cabinet has advised it has funds available to assist Councils with this kind of work. The Central Highlands project has been costed at 240,000 over two financial years. The SPO has confirmed it will provide up to \$140,000, with the first financial year's allocation of \$70,000 confirmed. Through the recent budgeting workshop process, Council has allocated the necessary funds for the coming financial year. In short, the project is funded and can commence.

Recently, Council considered the timing of the project in regard to the need to appoint a Project Steering Committee that can see the project through to completion, and a recent proposal from the SPO that a component of the first stage of the project be undertaken in conjunction with the other rural councils in Southern Tasmania.

At the July Council meeting the following was resolved:

THAT:

- A. The Project Steering Committee be appointed after the October Council elections;
- B. Prior to October, full Council develop the Project Brief to a penultimate stage, to be finalised under the new Council after the elections.
- C. That Council join with the State Planning Office's proposed regional approach to a Residential Demand Analysis, which will be one component of the first phase of Council's township structure planning project.

THE STRUCTURE PLANNING PROCESS

The development of a 'structure plan' (also known as an 'outline development plan') is generally undertaken by suitably qualified and experienced independent consultants appointed by Council and working under the direction of a Council-appointed Project Steering Committee.

Prior to seeking proposals from potential consultants, a Project Brief needs to be finalised setting out the key components of the project, such as necessary research, timeframes, community consultation, specific matters that have already been identified, outputs and the project budget. It is essential to build into the process substantial community involvement. This will ensure the vision developed for a town is the best it can be, and the local community have a level of ownership. There are usually two phases of community involvement. The first phase is a structured process run by the consultants calling for all manner of ideas, issues, problems, risks, opportunities, etc, from the community. This

usually involves a community workshop held at a venue in the town, along with a submission process for those unable to attend.

The second phase of community consultation is undertaken after the consultants (with Council) have developed a draft of the structure plan, which is put out to the community for comment.

Other inputs besides that from the community include research on population growth forecasts, residential land demand & supply analysis, demographic trends, gaps in social services, key infrastructure issues and system capacities (water, sewer, roads, etc.), employment trends including existing and future industry sectors and a range of other issues that might be identified at the community workshops. All inputs contribute to a collective 'visioning' phase of the process

BENEFITS

The final structure plans would set out an agreed vision for each town. Desirable zone changes would be highlighted and the strategic planning rationale explained. Recommendations may also go to community infrastructure and/or facilities that may be missing or inadequate. Where such facilities are within Council's purview, the Structure Plan recommendations can inform Council's future works program and budgeting as well as support grant applications to State or Federal Government. Where such facilities are State-level responsibilities, the Structure Plan can be used to bolster Council's lobbying efforts.

GOVERNANCE

Full Council would always provide high level governance and make/endorse key decisions. The Steering Committee would provide regular direction and governance, and report back to full Council at key decision points. These would be specified in the Project Brief. Day-to-day liaison with the project consultants will be through a Project Manager, who will report to the Project Steering Committee.

Proposed governance and communication protocols are set out in more detail in the attached draft Project Plan.

As determined at the July Council meeting, the Steering Committee is to be appointed following the October council elections. This will provide governance continuity for the life of the project.

DRAFT PROJECT PLAN

A draft Project Plan is attached for consideration in detail at the Planning Committee meeting. It is intended that the document be 'workshopped' at the meeting. Councillors will note that there are a number of blanks and questions where particular input is needed.

As determined at the last Council meeting, the intention is that the Project Plan be developed to a high level before the October council elections. This will provide the Steering Committee, once appointed after the elections, with a sound basis to then finalise the document.

DRAFT PROJECT BRIEF

Whilst the Project Plan is Council's internal guiding document, the Project Brief (similar to a Tender Specification) is intended to be distributed to potential consultants during the Request for Proposals phase.

A draft Project Brief is also attached for consideration in detail at the Planning Committee meeting, to also be finalised following the October Council elections.

Mrs L Brown attended meeting at 9.43am
Mrs K Bradburn left meeting at 9.47am
Mrs K Bradburn returned to meeting at 9.50am

RECOMMENDATION

Moved **Clr Cassidy**

Seconded **Clr Bailey**

THAT the Draft Project Brief and Draft Project Plan, as amended by the Planning Committee, be forwarded to Council for consideration.

Carried

For the Motion: Deputy Mayor Allwright, Mayor Triffitt, Clr Bailey & Clr Cassidy

Meeting Broke for morning tea at 10.28am
Meeting Resumed at 10.40am
Mr D Mackey left meeting at 10.40am

6.1 DA2022/77 : VISITOR ACCOMMODATION (CHANGE OF USE) : 38 PATRICK STREET, BOTHWELL

Report by

Louisa Brown (Planning Officer)

Applicant

M Blackman

Owner

M Blackman

Discretions

16.3.2 Visitor Accommodation P1

Proposal

Council is in receipt of a Development Application for a change of use from dwelling to Visitor Accommodation at 38 Patrick Street, Bothwell. The proposal is for the 5 bedroomed house to be used for visitor accommodation - to provide short or medium term accommodation, for persons away from their normal place of residence, on a commercial basis.

Subject site and Locality

The 5 bedroomed, two storey dwelling is located on Patrick Street, Bothwell. It is a prominent building within the street scene, with large gardens surrounding the home. An existing driveway provides car parking for 2-3 vehicles.

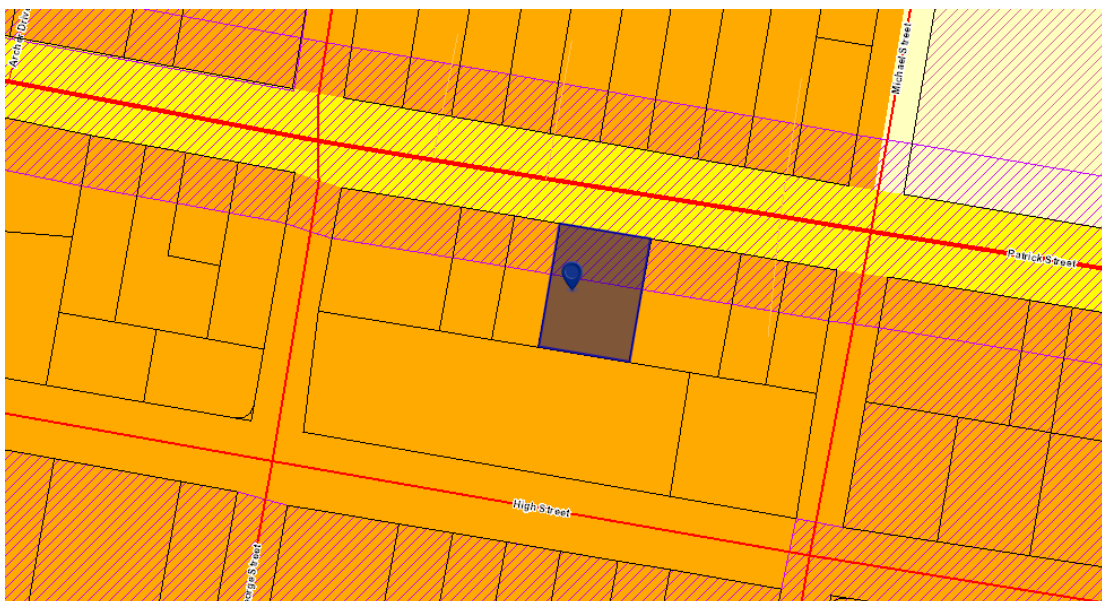


Figure 1.0 The property on Patrick Street highlighted in blue, is identified in the Village Zone (orange) and the Historic Heritage Code Overlay is on part of the property (Source: LISTmap September 2022)



Fig 2. Aerial photo of the property, highlighted in blue (Source: LISTmap September 2022)

Options

The Planning Authority must determine the Development Application DA2022/77: Visitor Accommodation (Change of use), 38 Patrick Street, Bothwell in accordance with one of the following options:

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 Development Application DA2022/77: Visitor Accommodation (Change of use), 38 Patrick Street, Bothwell subject to conditions in accordance with the Recommendation.

2. Approve with altered conditions:-

In accordance with section 57 of the Land Use Planning and Approvals Act 1993 the Planning Authority **Approve** the Development Application DA2022/77: Visitor Accommodation (Change of use), 38 Patrick Street, Bothwell subject to conditions as specified below.

Should Council opt to approve the Development Application subject to conditions that are different to the Recommendation the modifications should be recorded below, as required by Section 25(2) of the Local Government (Meeting Procedures) Regulations 2015:

Alteration to Conditions:-

3. Refuse to grant a permit:-

In accordance with section 57 of the Land Use Planning and Approvals Act 1993 the Planning Authority Refuse the Development Application DA2022/77: Visitor Accommodation (Change of use), 38 Patrick Street, Bothwell for the reasons detailed below.

Should the Planning Authority opt to refuse to grant a permit contrary to the officers Recommendation, the reasons for the decision should be recorded below, as required by Section 25(2) of the Local Government (Meeting Procedures) Regulations 2015:

Reasons :-

Discussion by Planning Committee

Clr Cassidy requested that the following be recorded in the Minutes:

Where heavy vehicles can stand or park

Heavy vehicles (GVM of 4.5 tonnes or more) or long vehicles (7.5 metres long or longer) must not stop on a length of road outside a built up area, except on the shoulder of the road. In a built up area they must stop on a length of road for longer than one hour (buses excepted). For more information on where vehicles can stand or park, refer to the Tasmanian Road Rules Handbook.

I would refer the persons making a Representation against the AirBnB to Noise Nuisance Regulations of the Tasmania EPA-

<https://epa.tas.gov.au/environment/noise/noise-management/residential-noise-and-hours-of-use>

<https://epa.tas.gov.au/about-the-epa/policy-legislation-cooperative-arrangements/acts-regulations/empca/noise-regulations>

Specifically-

The Regulations outline the following prohibited times* for the use of various types of machinery and equipment at residential premises, construction and demolition sites:

Motor vehicles (unless moving in and out of premises), thus long periods of idling beyond that necessary to reach Operating Temperature is not allowed.

Monday to Friday: Before 7am and after 6pm

Saturday: Before 9am and after 6pm

Sunday and Public Holidays: Before 10am and after 6pm

So, the heavy vehicles and prime movers with trailers are actually in violation of Tasmania Road Rules and EPA (Noise) Regulations 2016.

RECOMMENDATION

Moved: Cllr Cassidy

Seconded: Cllr

THAT the following recommendation be made to Council:

2. Approve with altered conditions:-

In accordance with section 57 of the Land Use Planning and Approvals Act 1993 the Planning Authority **Approve** the Development Application DA2022/77: Visitor Accommodation (Change of use), 38 Patrick Street, Bothwell subject to conditions as specified below.

Reason:

The current parking arrangements at 38 Patrick Street are sufficient.

MOTION LAPSED

RECOMMENDATION 2

Moved: Mayor Triffitt

Seconded: Cllr Bailey

THAT the following recommendation be made to Council:

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 Development Application DA2022/77: Visitor Accommodation (Change of use), 38 Patrick Street, Bothwell subject to conditions in accordance with the Recommendation.

Recommended Conditions

General

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

Approved Use

- 3) The building is approved for use as Visitor Accommodation only and must not be used for any other purpose unless in accordance with a permit issued by Council or as otherwise permitted by Council's planning scheme.

Parking & Access

- 4) At least five (5) parking spaces must be provided on the land at all times for the use of the occupiers in accordance with Standards Australia (2004): Australian Standard AS 2890.1 - 2004 – Parking Facilities Part 1: Off Street Car Parking; Standards Australia, Sydney.

Services

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

The following advice applies to this permit:

- A. This Planning Permit does not imply that any other approval required under any other legislation has been granted.
- B. This Planning Permit is in addition to the requirements of the Building Act 2016. Approval in accordance with the Building Act 2016 may be required prior to works commencing.
- C. No signs are approved as part of this permit. Signs may require further approval unless exempt under the Southern Midlands Interim Planning Scheme 2015.
- D. If you notify Council that you intend to commence the use or development before the date specified above you forfeit your right of appeal in relation to this permit.

Carried

For the Motion: Deputy Mayor Allwright, Mayor Triffitt, Clr Bailey & Clr Cassidy

6.2 PETITION TO AMEND SEALED PLAN – REMOVAL OF COVENANTS TO LOT 3 OF SEALED PLAN 163527, 1280 MEADOWBANK RD, MEADOWBANK TAS 7140

REPORT BY

Planning Officer

APPLICANT

Ogilvie Jennings Lawyers

DETAIL

Council is in receipt of a Petition to remove all Covenants for Lot 3 of Sealed Plan 163527 at land located at 1280 Meadowbank Road, Meadowbank, owned by Michael Wilson.

The Petition to Amend is lodged for Council's approval pursuant to *Section 103 of Local Government (Building and Miscellaneous Provisions) Act 1993*.

The owner seeks to remove all Covenants.

OPTIONS

Council must determine the Petition to Amend Sealed Plan in accordance with one of the following options:

1. Approve :-

In accordance with section 103 of *Local Government (Building and Miscellaneous Provisions) Act 1993* the Council **Approve** the Petition to Amend Sealed Plan – 163527 Lot 3, 1280 Meadowbank Road, Meadowbank as per the wording in the Blank Instrument Form.

If approved by Council a completed 'Instrument Form' with instructions to make the necessary changes, signed and sealed by Council will need to be lodged at the Land Titles Office in accordance with the Land Titles Act 1980.

2. Refuse :-

In accordance with section 103 of *Local Government (Building and Miscellaneous Provisions) Act 1993* the Council **Refuse** the Petition to Amend Sealed Plan – 163527 Lot

3, 1280 Meadowbank Road, Meadowbank as per the wording in the Blank Instrument Form.

the reasons for the decision should be recorded below, as required by Section 25(2) of the Local Government (Meeting Procedures) Regulations 2015:

Reasons :-

DISCUSSION BY PLANNING COMMITTEE

Concerned about the removal of all Covenants. Not supportive of removing the following points listed on the Petition to Amend Sealed Plan:

- ii. construct or maintain any wastewater infrastructure on lot 3 north east of the line marked 100 METRE SET BACK FROM MEADOWBANK LAKE FULL SUPPLY LINE on the plan;
- iii. place a caravan on lot 3 as a permanent fixture; and
- iv. not to use a caravan on lot 3 for permanent occupation.

RECOMMENDATION

Moved: Clr Cassidy

Seconded: Mayor Triffitt

THAT the following recommendation be made to Council:

2. Refuse :-

In accordance with section 103 of *Local Government (Building and Miscellaneous Provisions) Act 1993* the Council **Refuse** the Petition to Amend Sealed Plan – 163527 Lot 3, 1280 Meadowbank Road, Meadowbank as per the wording in the Blank Instrument Form.

the reasons for the decision should be recorded below, as required by Section 25(2) of the Local Government (Meeting Procedures) Regulations 2015:

Reasons :-

- 1. Protection of Water Quality.
- 2. Caravans as a permanent fixture and permanent occupation.

Carried

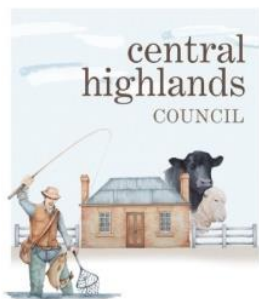
For the Motion: Deputy Mayor Allwright, Mayor Triffitt, Clr Bailey & Clr Cassidy

7.0 OTHER BUSINESS

Nil

8.0 CLOSURE

There being no further business the Chairperson thanked everyone for attending and closed the meeting at 11.13am.



Minutes of the Bothwell Bi-Centenary Working Group Held in the Bothwell Town Hall on Tuesday 13th September 2022 at 1.30pm

1. PRESENT

Mayor L Triffitt (Chairperson), Cllr J Honner, Mrs L Eyles (General Manager), Mrs N Cove (Project Manager), Mr J Branch (Works & Services Manager), Mrs J Norrish (CWA), Mr S Loring (Bothwell Historical Society), Mrs L Jeffery (Bothwell Tourism Association & Australasian Golf Museum), Mr T Johnston (Lions Club), Mr T Blake (Lions Club), Mrs L Gardner (Lions Club), Mr S Lloyd (Lions Club), Mr J Fowler (Community Member) & Mrs K Bradburn (Minutes Secretary)

2. APOLOGIES

Cllr A Campbell, Mr A Wilson (Deputy General Manager) & Mrs T Horne (Bothwell Bunnies)

3. CONFIRMATION OF MINUTES

Moved: J Norrish

Seconded: S Loring

RESOLVED THAT the Draft Minutes of the Bothwell Bi-Centenary Working Group held on Tuesday 9th August 2022 be confirmed.

Carried

4. PROGRAM AT A GLANCE

Noted

5. ITEMS FOR DISCUSSION

Bothwell Accommodation

N Cove advised that all the accommodation in Bothwell is booked out for the weekend and that Council staff are receiving calls for caravan / campsites. It was agreed that K Brazendale be asked to contact Robert Campbell to see if the paddock opposite the recreation ground could be used for overflow self contained caravans. J Branch advised that a toilet and rubbish bins could be placed there.

Mr J Fowler advised that he would discuss with his son Russell to see if they could accommodate any self contained caravans on their property in Logan Street.

Volunteers – induction, forms, roles & recruitment

N Cove advised that volunteers would need to do an induction closer to the event. All volunteers will be provided with a printed hi-vis vest.

Committee Testimonials

N Cove asked Committee Members if they could put together two lines about what they are looking forward to at the Festival to be used on social media to help promote discussion and comments.

Residents Party

J Norrish advised she has been working with N Cove and the spits etc have all been organised.

L Gardner enquired about tables that could be used for serving. J Branch advised there were about 20 tables & 50-60 chairs in the Clubrooms.

L Gardner asked if there would be a water station available at the Recreation Ground. N Cove advised she has already booked two stations from TasWater and would try to get another one.

N Cove suggested a letter drop for Bothwell Residents regarding Friday nights event and the need to obtain the free tickets from the Council Office to attend.

6. OTHER BUSINESS

Bothwell Historical Society

S Loring advised the Historical Society will have a display of old photographs, spin-in display and Grote Reber display at the Old School House for the festival.

S Loring advised the Historical Society did not have anyone available for commentary for the bus tours and suggested that a recording be used.

Power Supply – Queens Park

J Branch advised that urns do sometimes trip the power in the park. It was suggested a power supply be run from the Church. J Branch advised this becomes a problem trying to cover the cord so it is not a tripping hazard.

Food Suppliers

T Johnston expressed his concern about the number of food suppliers and is worried that it may not be enough.

N Cove advised that she would talk to the local food suppliers again to ensure they stock up for the festival.

J Norrish advised that she has been nominated as the “runner” and will travel to get more supplies over the weekend if needed.

Dignitaries

It was agreed that a morning tea be held on the lawns at the front of the Council Office for dignitaries. The Bi-Centennial Cake would also be cut at the morning tea.

Members of the working group were asked to provide the names of any dignitaries to be invited to K Bradburn.

7. DATE OF NEXT MEETING

Monday 26th September 2022 at 11.00am

8. CLOSURE

There being no further business Mayor Triffitt thanked everyone for attending and closed the meeting at 2.40pm.



Derwent Catchment Project Monthly Report for Central Highlands Council

August-September 2022

General

As Spring gathers momentum, we are hosting our annual celebration of the productive season with our AGM dinner at Currunga Farm Function Centre on Saturday 1st October at 5 pm. **All are welcome** please see this link for purchase of tickets and annual membership <https://www.eventbrite.com.au/e/derwent-catchment-project-agm-and-dinner-tickets-417731304577>.

We have had an exciting year with lots of projects working to make positive change across the landscape. Here is the summary provided to Council for the CHC annual report:

The Derwent Catchment Project (DCP) continues to grow as an organisation and would like to thank the Central Highlands and Derwent Valley Councils for their ongoing support and welcomes Brighton Council as a new partner in the catchment management program for the Derwent. The combined funding provided by the three Council partners has enabled us to leverage a total of more than \$1 million for the region over the last financial year.

The DCP on-ground works team continues to tackle weeds across the three municipalities along roadsides, rivers and on public and private land. Over the year the team surveyed and treated weeds along **850 kms of roadsides, 50 kms of riverbanks and 20 kms of lakeshore**. DCP received funding to continue targeted control of orange hawkweed, African feather grass and karamu, the first of a three-year program to manage these high priority invasive weeds.

River restoration programs on the Tyenna River and more recently Lachlan River are making excellent progress in removing willows and other weeds and revegetating the banks to improve access and overall health of these waterways. The on-ground works team continues to maintain the willow free sections of the Ouse River.

The Derwent Pasture Network continues to engage with landholders to support farm resilience. Peter Ball, DCP's pasture specialist is managing several demonstration sites and case studies and sharing the outcomes with local pastoralists through delivery of our 'Grazing Time' workshops. The Pasture Network has also delivered seminars and field days on topics of interest to the farming community including carbon farming, soil carbon, paddock preparation and renovation and the latest on legumes. Additionally, we are growing our capacity to assist farmers by providing farm management, carbon, and biodiversity plans.

DCP has also formed a Derwent Catchment Biosecurity Network supported by a regional biosecurity plan based upon a threat assessment that considers the changing distribution of pests, weeds and diseases under climate change projections. The plan identifies a risk-based approach to prevention and response to new and emerging threats, that builds upon the learnings and experiences across sectors, and across jurisdictions. The Derwent Catchment Biosecurity Network has members from Derwent Valley Council, Central Highlands Council, Lanoma Estate, Westerway Raspberry Farm, Meadowbank, Wandin Valley Farms, Inland Fisheries Service, Tassal, Huon Aquaculture, Waterfalls Café - Mt Field, Biosecurity Tasmania, Huon Aquaculture, Hort Innovation Australia, Hop Products Australia, Hydro Tasmania, Fruit Growers Tasmania, Curringa Farm, Bejo Seeds, Sustainable Timber Tasmania, SFM and Parks and Wildlife Service.

Work continues on the most important stands of the Miena cider gum in the Central Highlands collaborating with Hydro Tasmania and private landholders to install tree bands and wildlife-proof fences to reduce browsing pressure. The project received a grant from TasNetworks to install wombat gates as they were causing havoc with the bottom of our large 700 m exclusion fence. The project will monitor the impact of this infrastructure over time to determine its effectiveness and to ensure the fencing stays intact.

We are pleased to have been successful in four grant applications through the TasAg Innovation Hub (Drought Hub) and work has initiated on the first project below.

1. *Drought resilience practices in mixed farming businesses* - This project is a collaboration lead by the University of Melbourne which builds on work undertaken by producer groups in Victoria around containment and drought-lotting practices. Our project will involve comprehensive one-on-one surveys with producers in the Catchment and beyond to understand the uptake of containment and what people are using as trigger points for difficult seasons. We will also be developing practical decision frameworks for different climatic areas across the Derwent Catchment and undertaking calibrations for the Cibo Labs pasture satellite platform. Other producer groups from South Australia and Victoria are also involved in the broader project **\$141,000**
2. *Drought Risk Assessment: Practical management support to build resilience* - In partnership with Rural Business Tasmania we will develop a simple assessment tool for farmers and landowners to identify how vulnerable they are to the impacts of drought. This project is explicitly working to address accessibility issues for the farming community that are not operating in the top 20% of producers. The assessment and scorecard will provide the farmer with a risk rating and pathways to increase their preparedness for future droughts. **\$50,000**
3. *A model for grass-roots biosecurity collaboration in the Derwent Catchment* - This project will implement the highest priority actions of the regional biosecurity plan in collaboration with the Derwent Catchment Biosecurity Network, land holders and community and offers a model for place-based biosecurity networks that strengthen the work undertaken by Biosecurity Tasmania. **\$90,000**
4. *Natural capital & On-farm opportunities in the Derwent* - This project is a collaboration between commercial primary producers and the Derwent Catchment Project. The project will explore market opportunities for natural capital and carbon projects and how to integrate new investment streams to build on farm resilience. **\$100,000**

Central Highlands weeds program

As the weather warms, we have initiated our spraying program and are currently working around the town of Hamilton for the Central Highlands Council.

Our annual weed management stakeholder meeting will be held on the 17th of October. As the weed management program has grown, we are rationalising the meeting format to include the Derwent Valley and Brighton programs, as many of our Central Highlands stakeholders are also at the table across the other municipalities. Morgan has been doing an excellent job in liaising with the stakeholders to increase momentum for a catchment weed management program guided by the weed management plans that we have developed and securing commitment for priorities across the various municipalities.

Agri-best practice programs

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

Containment Project - funded by the TasAg Innovation Hub (Drought Hub)

We have just signed the contract for this project and are lucky to have Bruce Jackson supporting us with administering the survey component. So far, we have designed the survey and are currently road testing it on a few willing farmers before extending the survey to a wider audience.

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



Our Grazing Time session this month was held at Bloomfield hosted by Michael Parsons and team. It was extremely brisk in the paddock but fortified by freddo frogs and warm pies we discussed the importance of pereniality and productive species, looking at the differences in the key pastures to be able to tell them apart. Peter had prepared pasture cuts to support understanding of food on offer, palatability and dry matter per hectare.

Our team also hosted a seminar at Hamilton with Phil Graham presenting on the Farming Forecaster tool. The Farming Forecaster tool comprises soil

moisture probes and pasture forecasting data allowing producers to get a better insight into current conditions and the impact on pasture availability over the coming season. The project has also provided free access to and training in Stockplan, this tool helps with tactical decision-making, so if we're heading into a low-rainfall scenario, shall I sell, agist or feed out. There was lots of interest from producers who attended and we will be working with NRM South on supporting roll out in the region to interested parties.

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 month's working bee was held on the Clarks property at the Westerway Raspberry Farm. Five volunteers attended and were supported by Glenn to continue follow up work from large willow removal endeavors which requires cut/paste on the regrowth.

It is fantastic to have the resources to hold monthly Willow Warrior working bees with the funding secured from Tassal and Lenah Estate.

Miena cider gum post fire program (wombat gates) – supported by TasNetworks

We have installed wombat gates in the 2.7ha habitat protection fence to allow wombats to come and go into these areas and reduce the damage they cause to the bottom of the fence, which lets possums in.

The wombat gates are being utilised and we have some great footage of a 'native bulldozer' using them, albeit the wrong way round!



Nursery update

Karen has been busy securing and propagating seed for this year's nursery sales and planting projects. The heat-beds are full and she is trialing cuttings. Karen has also been busy supporting enquires, undertaking site visit and providing stock for revegetation projects.

Grant applications

The Tasmanian Innovation Hub (Drought Hub) has recently put out expressions of interests for projects in two streams. DCP have applied for three grants, details below:

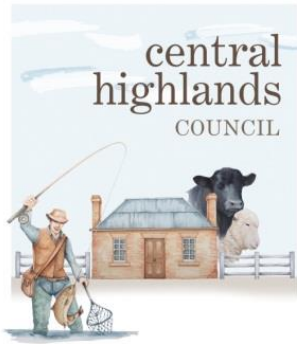
1. **Drought resilience practices in mixed farming businesses** - This project is a collaboration lead by the University of Melbourne which builds on work undertaken by producer groups in Victoria that are investigating the knowledge and resources that farmers have around containment and drought-lotting practices. This project will involve comprehensive one-on-one surveys with producers in the Catchment and beyond to understand the uptake of containment and what people are using as trigger points for difficult seasons. We will also be developing decision frameworks for different climatic areas across the Derwent Catchment and undertaking calibrations for Cibo Labs pasture satellite monitoring. Other producer groups from South Australia and Victoria are also involved in the broader project **\$141,000 (successful)**
2. *Drought Risk Assessment: Practical Management Support To Build Resilience* - In partnership with Rural Business Tasmania we have submitted a project that will develop a simple assessment tool for farmers and landowners to identify how vulnerable they are to the impacts of drought. This project is explicitly working to address accessibility issues for the farming community that are not operating in the top 20% of producers. The assessment and scorecard will provide the farmer with a risk rating and pathways to increase their preparedness for future droughts. **\$100,000 (successful)**
3. *A model for grass-roots biosecurity collaboration in the Derwent Catchment* - This project will implement the highest priority actions of the regional biosecurity plan in collaboration with the Derwent Catchment Biosecurity Network, land holders and community and offers a model for place-based biosecurity networks that strengthen the work undertaken by Biosecurity Tasmania. **\$100,000 (successful)**
4. *Natural capital & On-farm opportunities in the Derwent* - This project is a collaboration between commercial primary producers and the Derwent Catchment Project. The project will explore market opportunities for natural capital and carbon projects and how to integrate new investment streams to build on farm resilience. **\$100,000 (successful)**

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



PROJECT PLAN

CENTRAL HIGHLANDS

TOWNSHIP STRUCTURE PLANNING PROJECT

BOTHWELL

HOUSE

HAMILTON

GRETNNA

MIENA / yingina – Great Lake

ELLENDAL / FENTONBURY / WESTERWAY

Draft: 13 September 2022

Prepared by Damian Mackey

1. INTRODUCTION:

The Central Highlands Council will undertake a single coordinated project over two financial years to develop structure plans for the townships of Bothwell, Ouse and Hamilton, and potentially the Miena / yingina – Great Lake area, Gretna, and the Ellendale / Fentonbury / Westerway area.

2. PROJECT DETAILS:

Project details are set out in the attached Project Brief / Tender Specification document, attached. (This is the document to be provided to potential consultants.)

3. INDICATIVE PROJECT TIMELINE:

September 2022	Project Plan & Project Brief developed to draft stage.
October 2022	Council elections. New Council appointed.
November 2022	Project Steering Committee appointed.
December 2022	Project Plan & Project Brief workshopped by Steering Committee.
January 2023	Project Plan & Project Brief finalised by the Steering Committee and endorsed by Council. Request for Proposals advertised. Project Brief distributed to potential consultants.
March 2023	Assessment of proposals by Steering Committee. (If needed) Interview(s) with potential consultant(s) by Steering Committee.
April 2023	<u>Key decision point: Appointment of consultant.</u> Steering Committee recommends, and Council confirms. Council confirms appointment of successful consultant.
May 2023	Project inception meeting between Council and the consultant. Agreement reached on project details. Project work starts. Stage 1: Background Analysis / Planning Context / Initial Community Consultation: residential demand analysis (from regional project), demographic trends, physical infrastructure capacities and constraints, social infrastructure facilities & services and gaps, employment trends and needs, assets & opportunities, threats and constraints. Community Consultation Round One: Project introduction and explanation. Call for initial input from the community.

July 2023	<p>Stage 1 completed.</p> <p><u>Key decision point</u> – Determination of the townships to be subject to the full structure-planning process, the order in which they are done and the details of the process. Steering Committee recommends and Council confirms.</p> <p>Note: It is possible it may be agreed that the townships are grouped into two tranches, and/or subject to two levels of structure planning. The following timeline assumes all structure planning for all townships occur concurrently.</p>
Aug – Sep 2023	<p>Stage 2: Community Consultation Round Two. Within each town: community workshop, submissions process for those not able to attend the workshop. Identification of an agreed ‘town vision’, growth priorities, growth areas, physical and social infrastructure needs, economic development opportunities, etc.</p>
Oct - Dec 2023	<p>Stage 3: Draft Structure Plans prepared by consultants.</p>
Jan 2024	<p>Stage 3 completed. Consideration by Steering Committee & full Council.</p> <p><u>Key decision point:</u> Draft Structure Plans recommended by Steering Committee and endorsed by Council as suitable for community consultation.</p>
February 2024	<p>Stage 4: Community Consultation Round Three: Each draft structure plan is subject to final community consultation within each township.</p>
March 2024	<p>Stage 4 completed.</p>
April 2024	<p>Stage 5 completed: Final Structure Plans prepared by consultants.</p>
May 2024	<p><u>Key decision point:</u> Final Structure Plans recommended by Steering Committee and endorsed by Council.</p>

4. GOVERNANCE & COMMUNICATIONS:

The Steering Committee will guide the project and provide a sounding board for the Consultant.

Key decision points will be referred to full Council with the Steering Committee’s recommendation.

The Project Manager will report to the Steering Committee.

The Consultant's primary point of contact will be the Project Manager.

The Consultant will, at times, be required to discuss the development of the plans with the Steering Committee and possibly full Council at key decision points.

Communications with the media will be undertaken by the Mayor.

Day-to-day communications from the community or stakeholders will be filtered by the Project Manager.

Where appropriate, communications from the community or stakeholders will be directed to the Steering Committee and/or the Consultant, as determine at the Project Inception Meeting.

5. PROJECT STEERING COMMITTEE

Council will appointed a Project Steering Committee to provide high-level management and direction. The Steering Committee will liaise with full Council at key decision points. (To be appointed after the October elections).

Only elected members will be voting-members of the committee. Key council officers will be appointed as advisors.

Committee Members:

Chair: Councillor ...?

Deputy Chair: Councillor?

Member: Councillor ...?

Member: Councillor ...?

Member: Councillor ...?

All Councillors able to attend meetings.

Committee Advisors:

Council Officer: ?

Council Officer: ?

Council Officer: ?

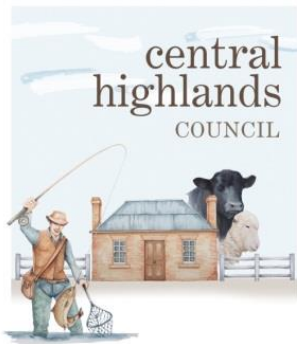
Other advisors as considered necessary.

State Planning Office advisor.

Project Consultants will attend meetings.

Project Manager: Damian Mackey

Directions from the Steering Committee will be implemented by the Project Manager.



PROJECT BRIEF / TENDER SPECIFICATION

CENTRAL HIGHLANDS

TOWNSHIPS STRUCTURE PLANNING PROJECT

BOTHWELL

HOUSE

HAMILTON

GRETNA

MIENA / yingina – Great Lake

ELLENDALE / FENTONBURY / WESTERWAY

Draft: 13 September 2022

Prepared by Damian Mackey

(THIS DOCUMENT TO BE PROVIDED TO POTENTIAL CONSULTANTS DURING
THE 'REQUEST FOR PROPOSALS' PROCESS)

1. INTRODUCTION:

The Central Highlands Council intends to undertake a single coordinated project to develop structure plans for the townships of Bothwell, Ouse and Hamilton, and potentially Miena, Gretna, and Ellendale/Fentonbury. The work will involve an initial collective analysis of all relevant background information which will inform a decision confirming which towns will be subject to the full structure-planning process.

The work will establish revised growth management strategies for the individual settlements within the context of the expected revision of relevant components of the Southern Tasmania Regional Land Use Strategy, (STRLUS). The initial residential demand analysis component will be obtained from a region-wide project currently being undertaken across the South under the auspices of local government in partnership with the State Planning Office.

The individual structure plans will take into account the characteristics, opportunities, constraints and unique issues of the particular townships, with full community and stakeholder consultation.

The plans will take the form of written documents that will include detailed maps and design plans with measures to be actioned and implemented to manage and direct growth as demand increases and as funding for various initiatives becomes available.

The recommendations are to constitute a coherent set of coordinated actions and strategies for Central Highlands Council and other stakeholders to pursue. All recommendations are to be realistic, implementable, and achievable and meet the needs of key stakeholders and the community.

Recommendations of particular interest to Council will include desirable planning scheme amendments, (with articulated supporting material), town improvement priorities and community goals, all within an over-arching vision.

The project will be managed by a Project Manager under general guidance and direction from a Project Steering Committee comprised of Elected Members and supported by Council Officers. Key decision points will be referred to full Council by the Steering Committee.

Consultants with relevant experience and skills are invited to submit costed proposals in accordance with this Project Brief to Central Highlands Council by(Insert date)

2. BACKGROUND:

2.1 Catalyst for the Project

Feedback received during the recent public notification of the Central Highlands Draft Local Provisions Schedule brought into focus a need to undertake strategic land use planning exercises for the townships of the municipality, with several of the representations raising potential rezoning issues.

In considering Bothwell and Ouse representations, Council noted the following:

Council intends to pursue a structure plan for Bothwell once the LPS work is completed, potentially with financial support from the State Government. This should follow completion of the Local Provisions Schedule development process and is to set out the preferred future development of the town and any subsequent zoning changes that ought to be made.

and

A structure plan for the township of Ouse, with input from the local community should be developed. This should follow completion of the Local Provisions Schedule development process and is to set out the preferred future development of the town and any subsequent zoning changes that ought to be made.

The public exhibition of the Draft Local Provisions Schedule included planning scheme zone maps. However, the zoning of the municipality's townships had been directed by the State to simply be a direct transition from the current planning scheme zones. In other words, no fundamental zone changes were able to be considered. Nevertheless, members of the community lodged representations requesting such changes.

In addition to the matters raised in the representations, Council has been aware of a number of other zoning issues in and around the towns for some time. It has been decades since whole-of-town future-looking strategic planning exercises have been undertaken for the towns in the municipality. Whilst no representations were received regarding zone changes in Hamilton, Miena, Ellendale and Gretna, Council believes that those towns would potentially also benefit from a strategic planning process, with various increasing growth and economic development pressures (including tourism).

It is now standard practice for the Tasmanian Planning Commission to require that proposed planning scheme amendments within towns are supported by wholistic strategic planning: 'structure plans'.

Finally, the State Government has flagged its intention to review and update the three Regional Land Use Strategies, which are now twelve years old. This is to be done through the State Planning Office and the three regional groupings of Councils. Structure planning for our towns is timely in that relevant outcomes will be able to feed into the review of the Southern Tasmania Regional Land Use Strategy.

2.2 Existing Documents

- *Southern Tasmania Regional Land Use Strategy 2010-2035*. This major statutory instrument is now significantly out-of-date, having been largely based on the 2006 census data and prepared prior to the housing boom and subsequent shortage of the land three years. Key aspects are about to be reviewed, including those components relevant to outlying township such as those in Central Highlands.
- *Joint Land Use Planning Initiative- Settlement and Open Space Strategy*, July 2010. This sub-regional strategic work spanned four municipal areas; Central Highlands, Southern Midlands, Derwent Valley and Brighton.
- *Central Highlands Strategic Plan*.
- *Central Highlands Interim Planning Scheme 2015*.
- *Central Highlands Draft Local Provisions Schedule* and the State Planning Provisions.
- The regional rural townships residential demand analysis. (To be undertaken collectively across the region under the auspices of the State Planning Office and local government).
- ...

3. OBJECTIVES

3.1 Project Objectives

- Growth of population through greater retention of existing population and encouragement of new residents.
- Support for local business and service providers through improved town amenity, greater visitor numbers, residential and business growth.
- Greater visitor numbers stopping in the towns and staying for longer.
- Maximise the use of space and linkages between key areas, including safe and efficient traffic management for major roads passing through the towns.
- Alignment of future growth with current State and regional strategies where necessary.
- Attraction of further investment and funding for infrastructure, including for water, sewer, power and roads.
- Identification and recommendations for the reinforcement of each town's unique points of difference.



It is anticipated that other relevant issues will be raised through the community and stakeholder consultation process.

3.2 Project Outputs

- The final structure plans will set out an agreed vision for each town. Desirable zone changes will be highlighted and the strategic planning rationale underpinning these changes explained.
- The plans will encapsulate the collective vision of members of each township, with the process of developing the structure plans fully involving local communities, ensuring that the recommendations reflect agreed visions for each town and instilling a sense of shared community purpose and action.
- Recommendations will relate to community infrastructure and/or facilities that may be missing or inadequate and where there is a demonstrated need. Where such facilities are within Council's purview, these recommendations can inform Council's future works program and budgeting and/or support grant applications to State or Federal Government. Where such facilities are State-level responsibilities, then the structure plan can be used to form the basis of Council's lobbying efforts.
- Relevant recommendations will be presented in a way that enables them to directly feed into the review of the Southern Tasmania Regional Land Use Strategy.
- Relevant recommendations will provide guidance in regard to any community assistance funding flowing from possible new windfarms in the Central Highlands area.



4. TOWNSHIPS

4.1 Bothwell

4.1.1 Issues include:

- Capacity of the town's water and sewer services.
- Potential reinstatement of Village Zone area along northern boundary of town (removed in the 2015 scheme) for which a live subdivision approval exists.
- Increasing town capacity through potential rezoning of existing serviced Low Density Residential land to Village, Rural Living land to Low Density Residential and nearby Rural land to Rural Living
- Potential to revitalise the town's historic centre.
- Strengthening the town's visitor potential as the gateway to the Highlands Lakes' fishing, bushwalking and hunting areas, and the birthplace of golf in Australia.
- Improving pedestrian/cycle linkages within the town between the town's facilities, attractions and open space areas.
- Improving linkages to key adjacent visitor attractions such as Ratho and Nant.
- Improving safety at the main junction in the town (Highlands Lakes Road / William Street, Market Place / Queen Street).
- Potential to increase visitor accommodation, including tourist, farm workers and windfarm construction workers.
- Telecommunications black spots.

• ...

• ...

4.1.2 Map

Insert map showing:

- Outer extent of study area.
- Location of key issues.

Map to be workshopped with the Steering Committee.

4.1.3 Community Groups and Organisations

- Australasian Golf Museum Committee
- Bothwell Country Women's Association
- Bothwell Fire Brigade
- Bothwell Football Club
- Bothwell Cricket Club
- Bothwell Historical Society
- Bothwell Volunteer Ambulance:
- Bothwell Licensed Anglers Club
- Bothwell & District Lions Club
- Bothwell Golf Club
- Bothwell Wellness Exercise Group
- Bothwell Exercise Classes (Highlands Healthy Connect & Freedom Health & Wellness)
- Girl's Shed
- Bothwell School
- Bothwell Gun Club
- Bothwell Anglican Women's Association

4.2 Ouse

4.2.1 Issues include:

- Capacity of the town's water and sewer services.
- Potential rezoning of former Education Department land next to school from Rural/Agriculture to Village.
- The apparent lack of vacant lots in the town and potential town expansion areas (i.e. potential extension of the Village Zone).
- Strengthening the town's visitor potential as the gateway to the 'Western Wilds' fishing and bushwalking areas.
- Improving pedestrian/cycle linkages between the town's facilities, attractions and open space areas, including Department of Health and Human Services facilities.
- Pedestrian safety across the Lyell Highway.



4.2.2 Map

Insert map showing:

- Outer extent of study area.
- Location of key issues.

Map to be workshopped with the Steering Committee.

4.2.3 Community Groups and Organisations

- HATCH
- Central Highlands Community Health Centre
- Ouse Online Access Centre
- Ouse Community Country Club (including golf & bowls facilities)
- Ouse School
- Anglican parish group

4.3 Hamilton

4.3.1 Issues include:

- Capacity of the town's water and sewer services.
- Potential relocation of the town's sewerage treatment facility, which is currently too close to the town.
- Appropriate zoning of the existing small lots south and east of the town currently zoned Rural.
- Strengthening the town's visitor potential as a beautifully preserved Georgian sandstone village.
- Improving pedestrian/cycle linkages between the town's facilities, attractions and open space areas, including the Hamilton Showgrounds 1 km west of the town.
- Pedestrian safety across the Lyell Highway.

• ...

• ...

4.3.2 Map

Insert map showing:

- Outer extent of study area.
- Location of key issues.

Map to be workshopped with the Steering Committee.

4.3.3 Community Groups and Organisations

- Men's Shed & Lady's Shed
- Hamilton District Agricultural Show Society
- Hamilton Volunteer Fire Brigade
- Derwent Catchment Project
- Anglican parish group

4.4 Gretna

4.4.1 Issues include:

- Capacity of the town's water services.
- Potential expansion of the Rural Living Zone, taking advantage of exiting patterns of development and relative proximity to Greater Hobart.
- Future road layout plan
- Appropriate zoning of the existing small rural living use lots west of the town currently zoned Rural.
- Pedestrian safety across the Lyell Highway.
- Improving pedestrian/cycle linkages between the town's facilities and open space areas, including the war memorial.

• ...

• ...

4.4.2 Map

Insert map showing:

- Outer extent of study area.
- Location of key issues.

Map to be workshopped with the Steering Committee.

4.4.3 Community Groups and Organisations

- Gretna Red Cross
- Gretna Cricket Club
- Gretna Volunteer Fire Brigade

4.5 Miena / yingina – Great Lake area

4.5.1 Issues include:

- The appropriate spatial allocation and zoning of the heart of the town, currently Local Business. Alternatives include Village Zone and/or the Community Purpose and Recreation Zones.
- Strengthening the town's visitor potential as the heart of the Highlands Lakes' world-class trout fishing region and highland bushwalking area.
- Examining the relationship with, and linkages to, the business hub to the north at the junction of Highland Lakes Road and Marlborough Road.
- Assessing the supply of Low Density Residential land (including permanent dwellings and fishing shacks) in the vicinity, and possible new or expanded areas, potentially examining all settlements at yingina – Great Lake.
- Improving pedestrian/cycle linkages between the town's facilities, attractions and open space areas.

4.5.2 Map

Insert map showing:

- Outer extent of study area.
- Location of key issues.

Map to be workshopped with the Steering Committee.

4.5.3 Community Groups and Organisations

- Great Lake Community Centre
- Great Lake Fire Brigade
- Miena Volunteer Ambulance
- Central Highlands Community Men’s Shed
- Central Highlands Shack-owners Association
- Steppes Hall Committee
- Friends of the Great Lake
- Great Lake Annual Christmas Party
- Friends of the Steppes

4.6 Ellendale / Fentonbury / Westerway

4.6.1 Issues include:

- The essentially rural living (hobby farming) nature of most of the area, not just the portion zoned Rural Living, and the desirability of changing zoning to reflect realities on the ground.
- The potential to expand rural living opportunities.
- Whole-of-settlement planning, including examining the relationship with, and linkages to, the village of Westerway in the Derwent Valley municipal area.
- Assessing the supply of Low Density Residential land in the vicinity.



4.6.2 Map

Insert map showing:

- Outer extent of study area.
- Location of key issues.

Map to be workshopped with the Steering Committee.

4.6.3 Community Groups and Organisations

- Ellendale Hall Committee
- Ellendale Community Library
- Ellendale Craft Group
- Westerway & Derwent Valley Bushwatch

- Westerway Hall
- Westerway Fire Brigade

5. INDICATIVE PROJECT TIMELINE

January 2023	Request for Proposals advertised. Project Brief distributed to potential consultants.
March 2023	Assessment of proposals by Steering Committee. (If needed) Interview(s) with potential consultant(s) by Steering Committee.
April 2023	<u>Key decision point:</u> Appointment of consultant. Steering Committee recommends, and Council confirms. Council confirms appointment of successful consultant.
May 2023	Project inception meeting between Council and the consultant. Agreement reached on project details. Project work starts. Stage 1: Background Analysis / Planning Context / Initial Community Consultation: residential demand analysis (from regional project), demographic trends, physical infrastructure capacities and constraints, social infrastructure facilities & services and gaps, employment trends and needs, assets & opportunities, threats and constraints. Community Consultation Round One: Project introduction and explanation. Call for initial input from the community.
July 2023	Stage 1 completed. <u>Key decision point</u> – Determination of the townships to be subject to the full structure-planning process, the order in which they are done and the details of the process. Steering Committee recommends and Council confirms. Note: It is possible it may be agreed that the townships are grouped into two tranches, and/or subject to two levels of structure planning. The following timeline assumes all structure planning for all townships occur concurrently.
Aug – Sep 2023	Stage 2: Community Consultation Round Two. Within each town: community workshop, submissions process for those not able to attend the workshop. Identification of an agreed ‘town vision’, growth priorities, growth areas, physical and social infrastructure needs, economic development opportunities, etc.

Oct - Dec 2023	Stage 3: Draft Structure Plans prepared by consultants.
Jan 2024	Stage 3 completed. Consideration by Steering Committee & full Council. <u>Key decision point:</u> Draft Structure Plans recommended by Steering Committee and endorsed by Council as suitable for community consultation.
February 2024	Stage 4: Community Consultation Round Three: Each draft structure plan is subject to final community consultation within each township.
March 2024	Stage 4 completed.
April 2024	Stage 5 completed: Final Structure Plans prepared by consultants.
May 2024	<u>Key decision point:</u> Final Structure Plans recommended by Steering Committee and endorsed by Council.

6. GOVERNANCE & COMMUNICATIONS:

The Steering Committee will guide the project and provide a sounding board for the Consultant.

Key decision points will be referred to full Council with the Steering Committee's recommendation.

The Project Manager will report to the Steering Committee.

The Consultant's primary point of contact will be the Project Manager.

The Consultant will, at times, be required to discuss the development of the plans with the Steering Committee and possibly full Council at key decision points.

Communications with the media will be undertaken by the Mayor.

Day-to-day communications from the community or stakeholders will be filtered by the Project Manager.

Where appropriate, communications from the community or stakeholders will be directed to the Steering Committee and/or the Consultant, as determined at the Project Inception Meeting.

7. EVALUATION CRITERIA & BUDGET

The successful Consultant will be selected on the basis of the following criterion:

- Ability to meet desired consultancy tasks and deliver desired project outcomes and outputs;
- Experience in public consultation including face-to-face meetings with the public including public meetings or group sessions;
- Suitability of the Consultant’s proposed public consultation and engagement program – including:
 - Modern day best practice;
 - Lessons learned from previous engagement processes;
 - Is open and includes meetings and face to face;
 - Is respectful of the values and uniqueness of a rural community;
- Suitability of the Consultant’s proposed project methodology. The Consultant is to provide methodology and a project plan that takes into account the stages of the project as outlined above for undertaking the services;
- Relevant skills, qualifications & experience, including of any sub-consultants proposed to be engaged by the Consultant;
- The Consultant’s understanding and experience in strategic land use planning, economic development, development of public open spaces and community engagement;
- The ability for the Consultant to travel and meet face-to-face and costs associated with travel;
- Any further initiative taken by the Consultant to identify alternative methodology or expansion of objectives and outputs;
- The Consultant’s ability to deliver project outputs on time in accordance with the above timeline requirements including of any sub-consultants proposed to be engaged by the Consultant;
- Value for money.

(Relative weighting of evaluation criteria to be determined by Project Steering Committee)

8. PROJECT BUDGET

The proposed Project Budget (excluding GST) shall not exceed \$240,000

9. SUBMISSION OF PROPOSALS

Proposals to undertake the project must be submitted by close of business on

Proposals are to be submitted to

10. CONTACT DETAILS

Further information can be obtained from:

Damian Mackey
Special Projects Officer
Central Highlands Council
Phone: 0499 782 584
Email: dmackey@southernmidlands.tas.gov.au



Development & Environmental Services
19 Alexander Street
BOTHWELL TAS 7030

Phone: (03) 6259 5503
Fax: (03) 6259 5722

www.centralhighlands.tas.gov.au

OFFICE USE ONLY

Application No.: _____

Property ID No.: 3232798

Date Received: _____

Application for Planning Approval Use and Development

Use this form to apply for planning approval in accordance with section 57 and 58 of the *Land Use Planning and Approvals Act 1993*

Applicant / Owner Details:

Applicant Name

Monique Blackman

Postal Address

7 Hinman Drive

Phone No: 0431662665

Kingston

7050

Fax No: _____

Email address

monique.blackman@legalaid.tas.gov.au

Owner/s Name

(if not Applicant)

Postal Address

Phone No: _____

Fax No: _____

Email address:

Description of proposed use and/or development:

**Address of new use
and development:**

38 Patrick Street, Bothwell

**Certificate of Title
No:**

Volume No

52298

Lot No:

3/4

**Description of
proposed use or
development:**

Air B & B
(Bed & Breakfast - short stay
accommodation)

ie: New Dwelling / Additions / Demolition
// Shed / Farm Building / Carport /
Swimming Pool or detail other etc.

**Current use of land
and buildings:**

Private Residence

Eg. Are there any existing buildings
on this title?
If yes, what is the main building
used as?

Proposed Material

What are the proposed
external wall colours

Not Applicable

What is the proposed roof colour

What is the proposed
new floor area m².

N/A

What is the estimated value of
all the new work proposed:

\$

Is proposed development to be staged:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Tick ✓
Is the proposed development located on land previously used as a tip site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Is the place on the Tasmanian Heritage Register?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Have you sought advice from Heritage Tasmania?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Has a Certificate of Exemption been sought for these works?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Signed Declaration

I/we hereby apply for a planning approval to carry out the use or development described in this application and in the accompanying plans and documents, accordingly I declare that:

1. The information given is a true and accurate representation of the proposed development. I understand that the information and materials provided with this development application may be made available to the public. I understand that the Council may make such copies of the information and materials as, in its opinion, are necessary to facilitate a thorough consideration of the Development Application. I have obtained the relevant permission of the copyright owner for the communication and reproduction of the plans accompanying the development application, for the purposes of assessment of that application. I indemnify the Central Highlands Council for any claim or action taken against it in respect of breach of copyright in respect of any of the information or material provided.
2. In relation to this application, I/we agree to allow Council employees or consultants to enter the site in order to assess the application.
3. I am the applicant for the planning permit and I have notified the owner/s of the land in writing of the intention to make this application in accordance with Section 52(1) of the *Land Use Planning Approvals Act 1993* (or the land owner has signed this form in the box below in "Land Owner(s) signature");
Applies where the applicant is not the Owner and the land is not Crown land or owned by a council, and is not land administered by the Crown or a council.

Applicant Signature



(if not the Owner)

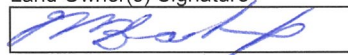
Applicant Name (Please print)

Monique Blackman

Date

28/07/2022

Land Owner(s) Signature



Land Owners Name (please print)

Monique Blackman

Date

28/07/2022

Land Owner(s) Signature

Land Owners Name (please print)

Date

✓



<p>Information</p> <p>If you provide an email address in this form then the Central Highlands Council ("the Council") will treat the provision of the email address as consent to the Council, pursuant to Section 6 of the Electronic Transactions Act 2000, to using that email address for the purposes of assessing the Application under the Land Use Planning and Approvals Act 1993 ("the Act").</p> <p>If you provide an email address, the Council will not provide hard copy documentation unless specifically requested.</p> <p>It is your responsibility to provide the Council with the correct email address and to check your email for communications from the Council.</p> <p>If you do not wish for the Council to use your email address as the method of contact and for the giving of information, please tick ✓ the box</p>	<input type="checkbox"/>
<p>Heritage Tasmania</p> <p>If the Property is listed on the Tasmanian Heritage Register then the Application will be referred to Heritage Tasmania unless an Exemption Certificate has been provided with this Application. (Phone 1300 850 332 or email enquires@heritage.tas.gov.au)</p>	
<p>TasWater</p> <p>Depending on the works proposed Council may be required to refer the Application to TasWater for assessment (Phone 136992)</p>	

CERTIFICATE OF TITLE

LAND TITLES ACT 1980



TASMANIA

TORRENS TITLE

VOLUME		FOLIO
52298		3
EDITION	DATE OF ISSUE	
3	09-Jul-2022	
Page 1		of 1

I certify that the person described in Schedule 1 is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries specified in Schedule 2 and to any additional entries in the Folio of the Register.

Recorder of Titles



DESCRIPTION OF LAND

Town of BOTHWELL

Lot 3 on Sealed Plan 52298

Derivation : Part of Lots 1 & 2 (1A-0R-28Ps) Gtd to J Merry (Junior) and Whole of Lots 3 & 4 (1A-0R-28Ps) Gtd to C W Lewis
Prior CT 4864/22

SCHEDULE 1

M964070 TRANSFER to MONIQUE BARBARA BLACKMAN Registered
09-Jul-2022 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP 52298 FENCING PROVISION in Schedule of Easements

CERTIFICATE OF TITLE

LAND TITLES ACT 1980



TASMANIA

TORRENS TITLE

VOLUME		FOLIO
52298		4
EDITION	DATE OF ISSUE	
3	09-Jul-2022	
Page 1		of 1

I certify that the person described in Schedule 1 is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries specified in Schedule 2 and to any additional entries in the Folio of the Register.

Recorder of Titles



DESCRIPTION OF LAND

Town of BOTHWELL

Lot 4 on Sealed Plan 52298

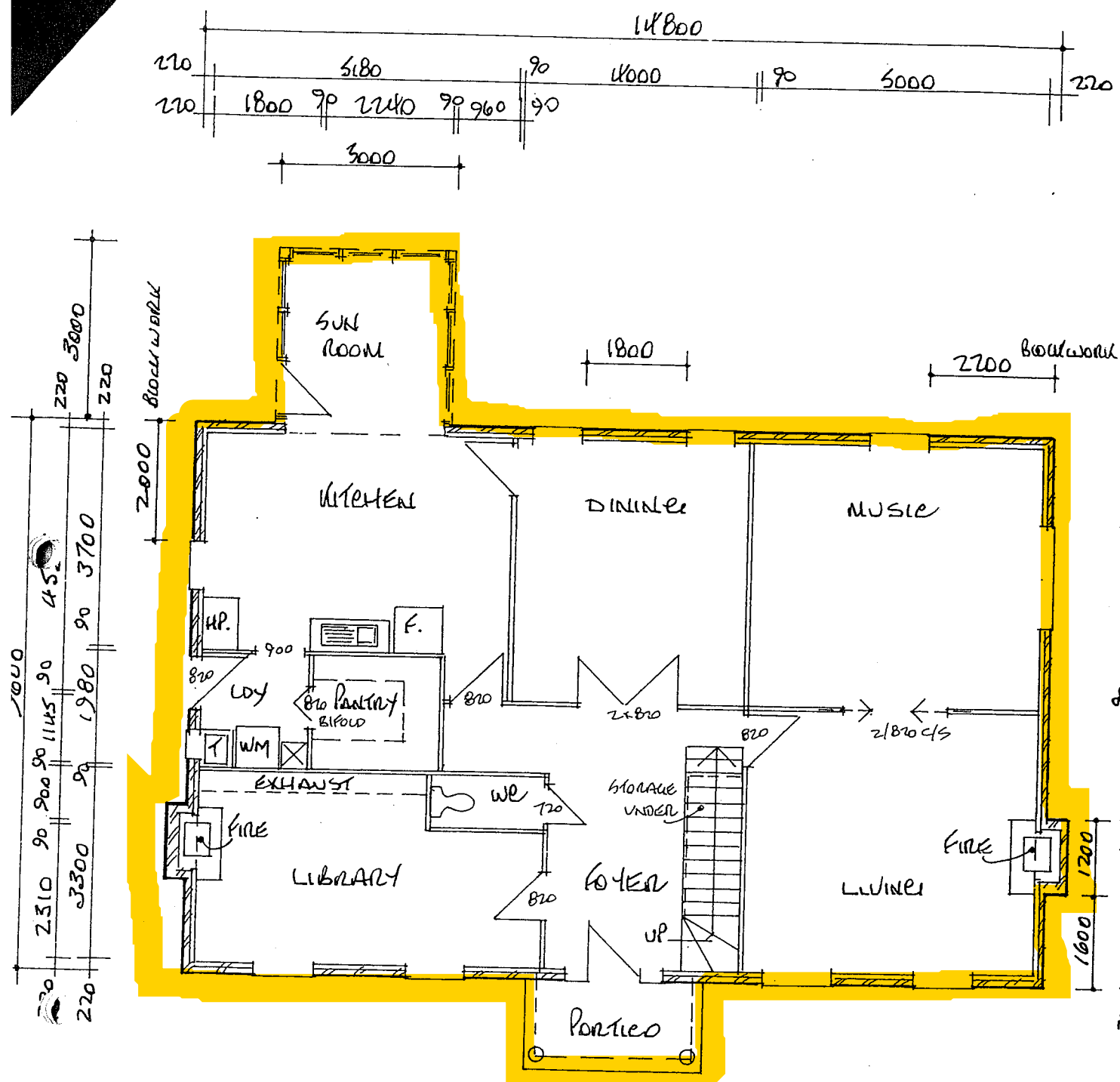
Derivation : Part of Lots 1 & 2 (1A-0R-28Ps) Gtd to J Merry
(Junior) and Whole of Lots 3 & 4 (1A-0R-28Ps) Gtd to C W Lewis
Prior CT 4864/23

SCHEDULE 1

M964070 TRANSFER to MONIQUE BARBARA BLACKMAN Registered
09-Jul-2022 at noon

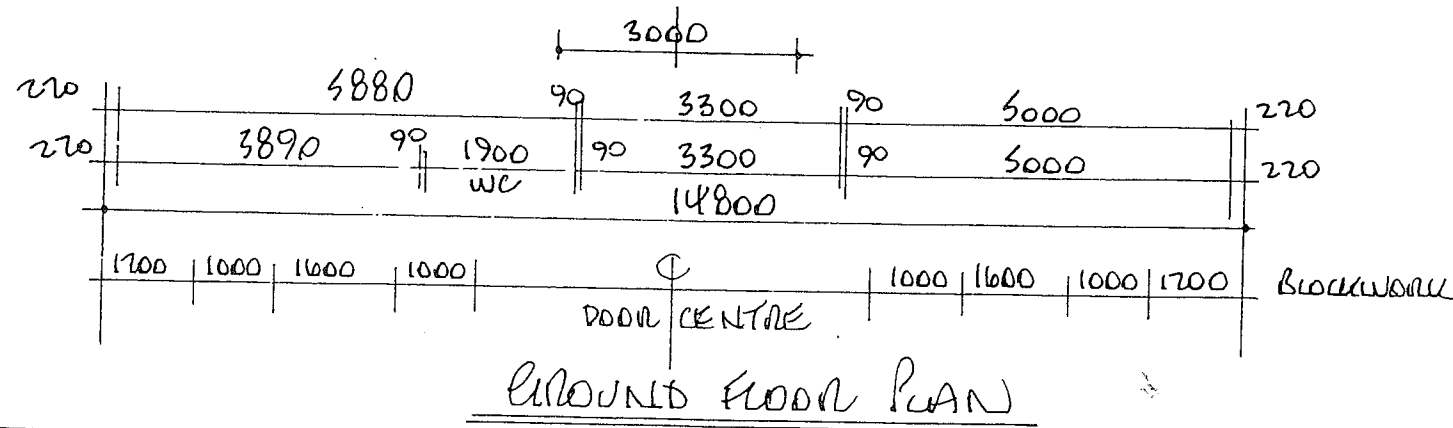
SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP 52298 FENCING PROVISION in Schedule of Easements

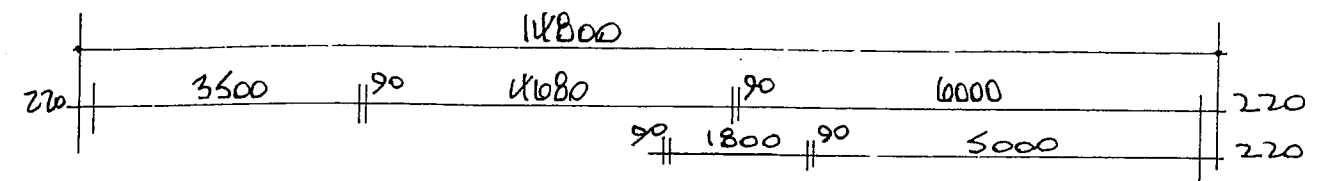


Line Pave construction
to conform to BS 3.1.3.2

GROUND FLOOR 151.08m²



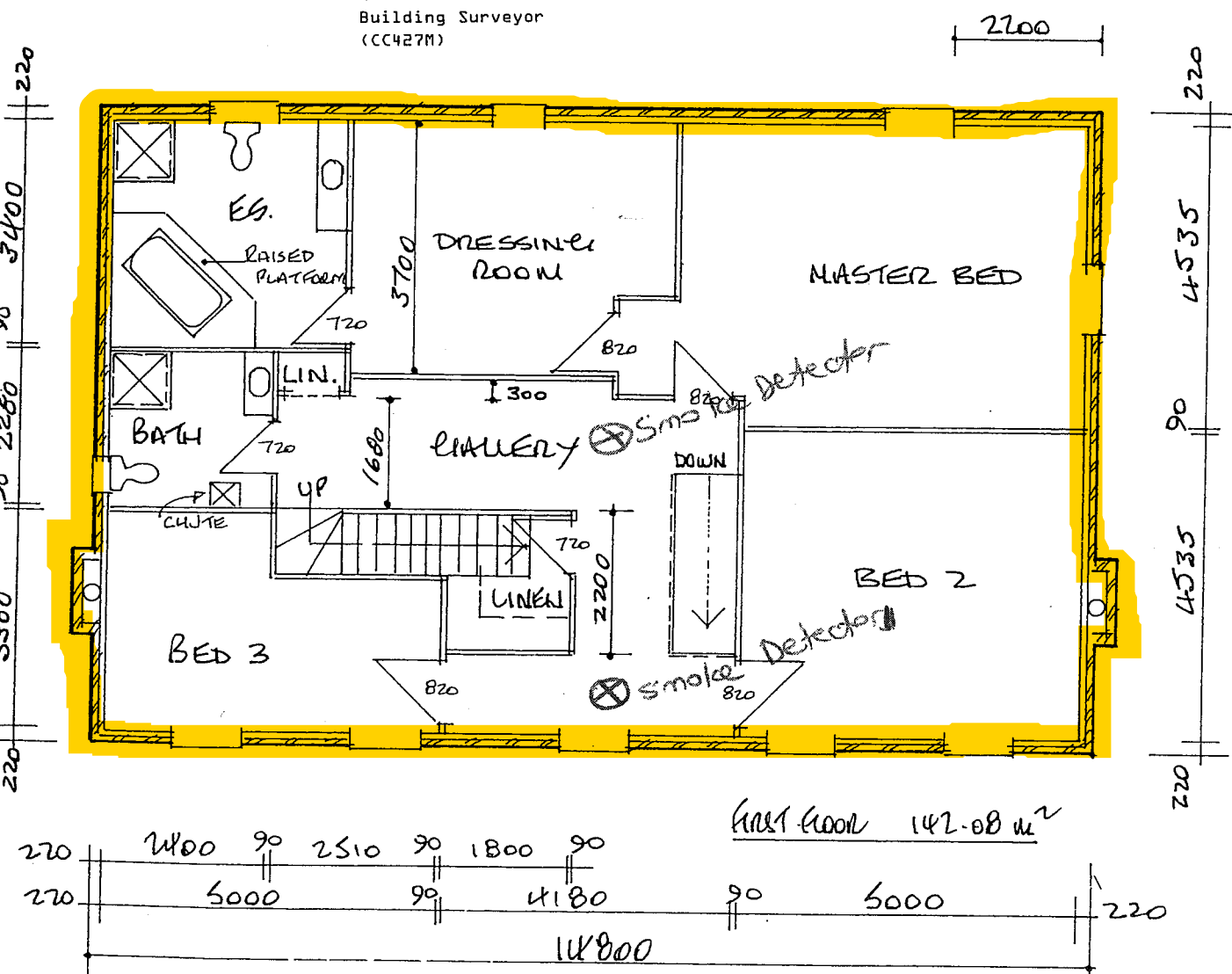
GROUND FLOOR PLAN



Certificate of
Likely Compliance: CHC 68/05

Leon McGuinness
Building Surveyor
(CC427M)

1/8/05
Date

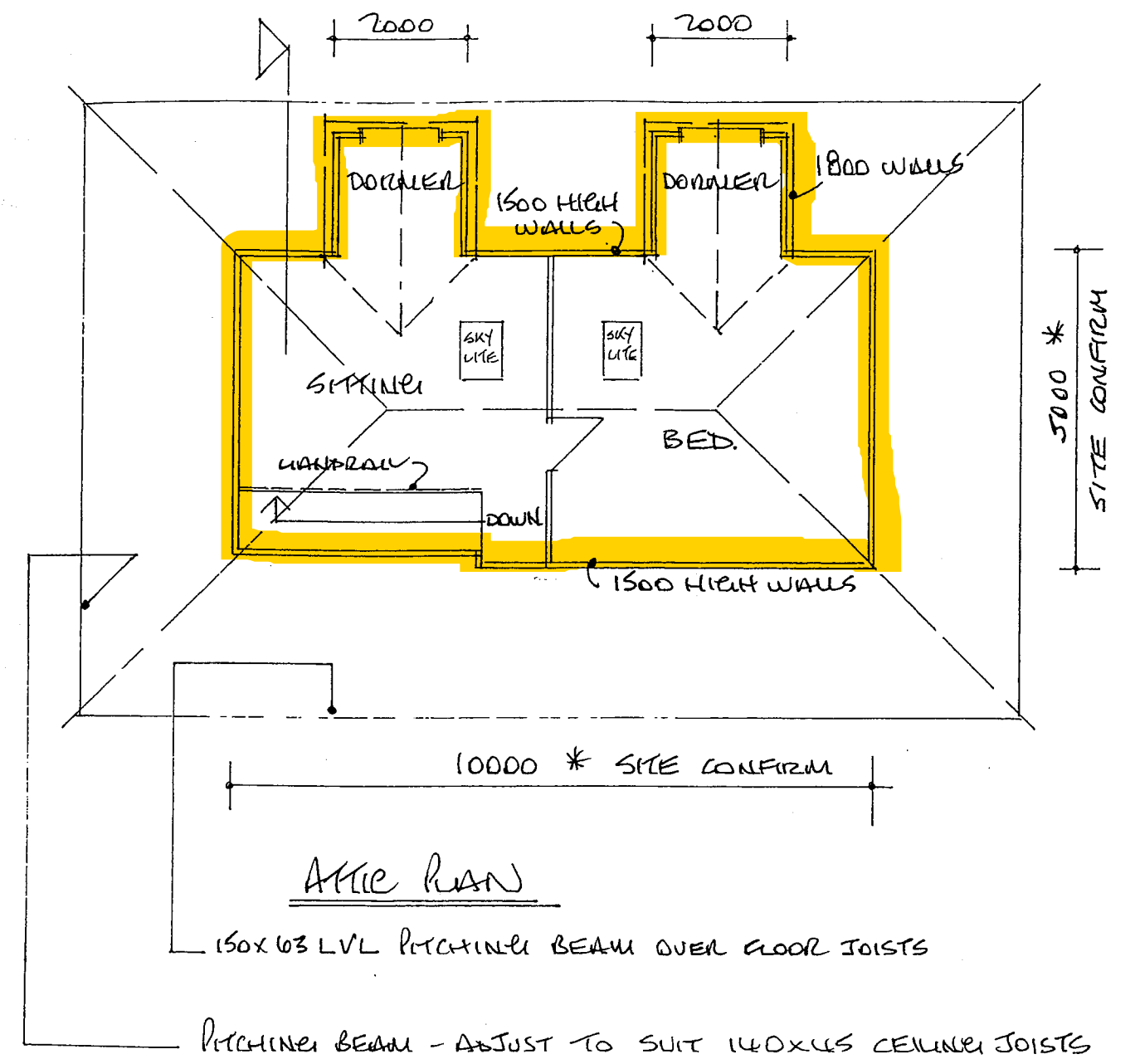
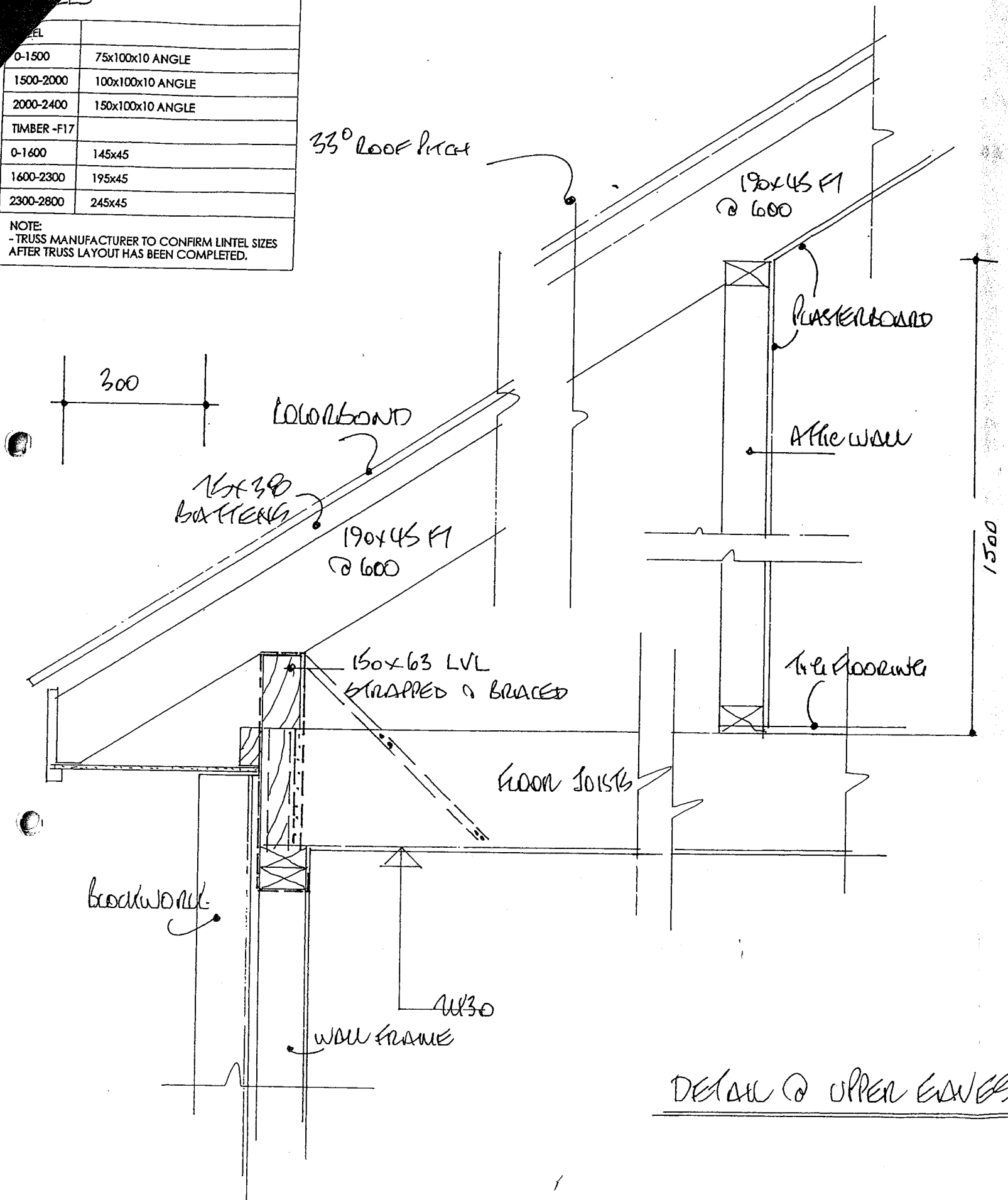


FIRST FLOOR 142.08m²

FIRST FLOOR PLAN

REVISION		JOB No	P0425
CLIENT	FORKANE	SCALE	1-100
SITE	PATRICK ST BOTHWELL	DATE	28-8-04
SHEET TITLE		DRAWN	Joe Darby ABP No CC 136
		SHEET No	2 OF 9

LINTELS	
0-1500	75x100x10 ANGLE
1500-2000	100x100x10 ANGLE
2000-2400	150x100x10 ANGLE
TIMBER -F17	
0-1600	145x45
1600-2300	195x45
2300-2800	245x45
NOTE: - TRUSS MANUFACTURER TO CONFIRM LINTEL SIZES AFTER TRUSS LAYOUT HAS BEEN COMPLETED.	



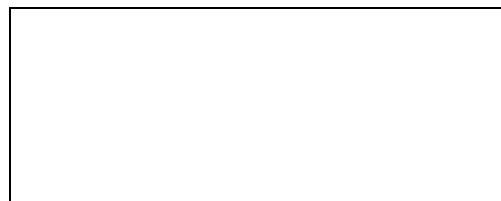
Certificate of
Likely Compliance: CHC 68/05
2 1/8/05
Leon McGuinness
Building Surveyor
(CC427M) Date

REVISION	JOB No <u>P0425</u>
CLIENT <u>FORFANEI</u>	SCALE <u>1-100</u> <u>1-10</u>
SITE <u>PATRICK ST</u> <u>BOTHWELL</u>	DATE <u>28-8-04</u> DRAWN <u>Joe Darby</u> ABP No CC 136
SHEET TITLE <u>ATTIC PLAN & DETAIL SECTION</u>	SHEET No <u>6 OF 9</u>

TASMANIAN LAND TITLES OFFICE

Blank Instrument Form

Land Titles Act 1980



DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
163527	3		

Local Government (Building and Miscellaneous Provisions) Act 1993

REQUEST TO AMEND SEALED PLAN NO. 42274

(Section 103)

To: **The Recorder of Titles**

The Central Highlands Council hereby requests that Sealed Plan No. 163527 be amended in the following terms:

- a. by adding the words "*other than lot 3*" after the word "*plan*" first occurring in the paragraph under the heading "Covenants" in the schedule of easements; and
- b. by adding the following to the schedule of easements:

The owner of lot 3 on the plan covenants with the Central Highlands Council to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof may devolve with the Central Highlands Council to observe the following stipulations - Not to:

- i. *construct any building on lot 3 north east of the line marked 100 METRE SET BACK FROM MEADOWBANK LAKE FULL SUPPLY LINE on the plan;*

Land Titles Office Use Only

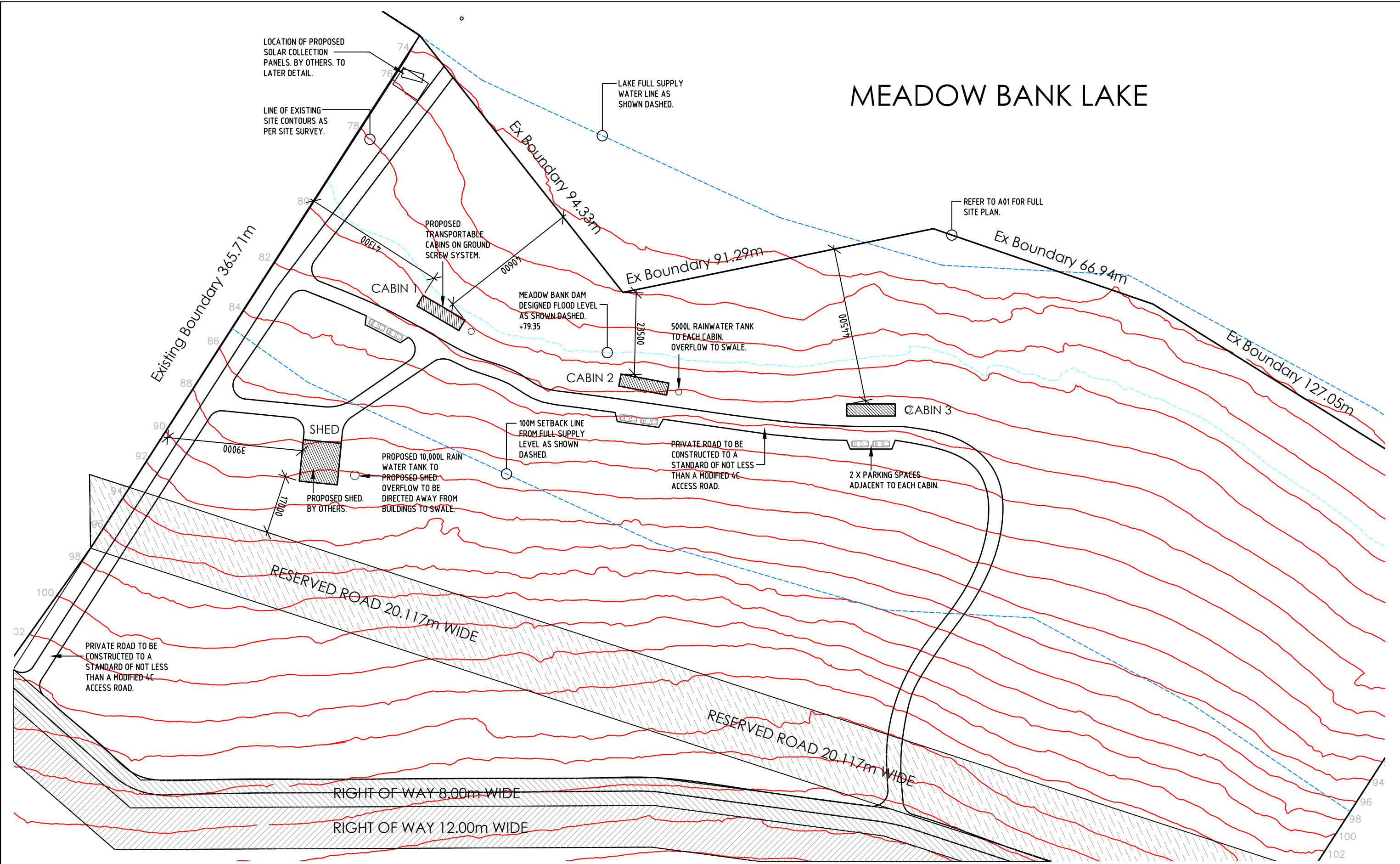
- ii. construct or maintain any wastewater infrastructure on lot 3 north east of the line marked 100 METRE SET BACK FROM MEADOWBANK LAKE FULL SUPPLY LINE on the plan;*
 - iii. place a caravan on lot 3 as a permanent fixture; and*
 - iv. not to use a caravan on lot 3 for permanent occupation;*
- without a permit issued under the Land Use Planning and Approvals Act 1993, if that Act requires such permit.*

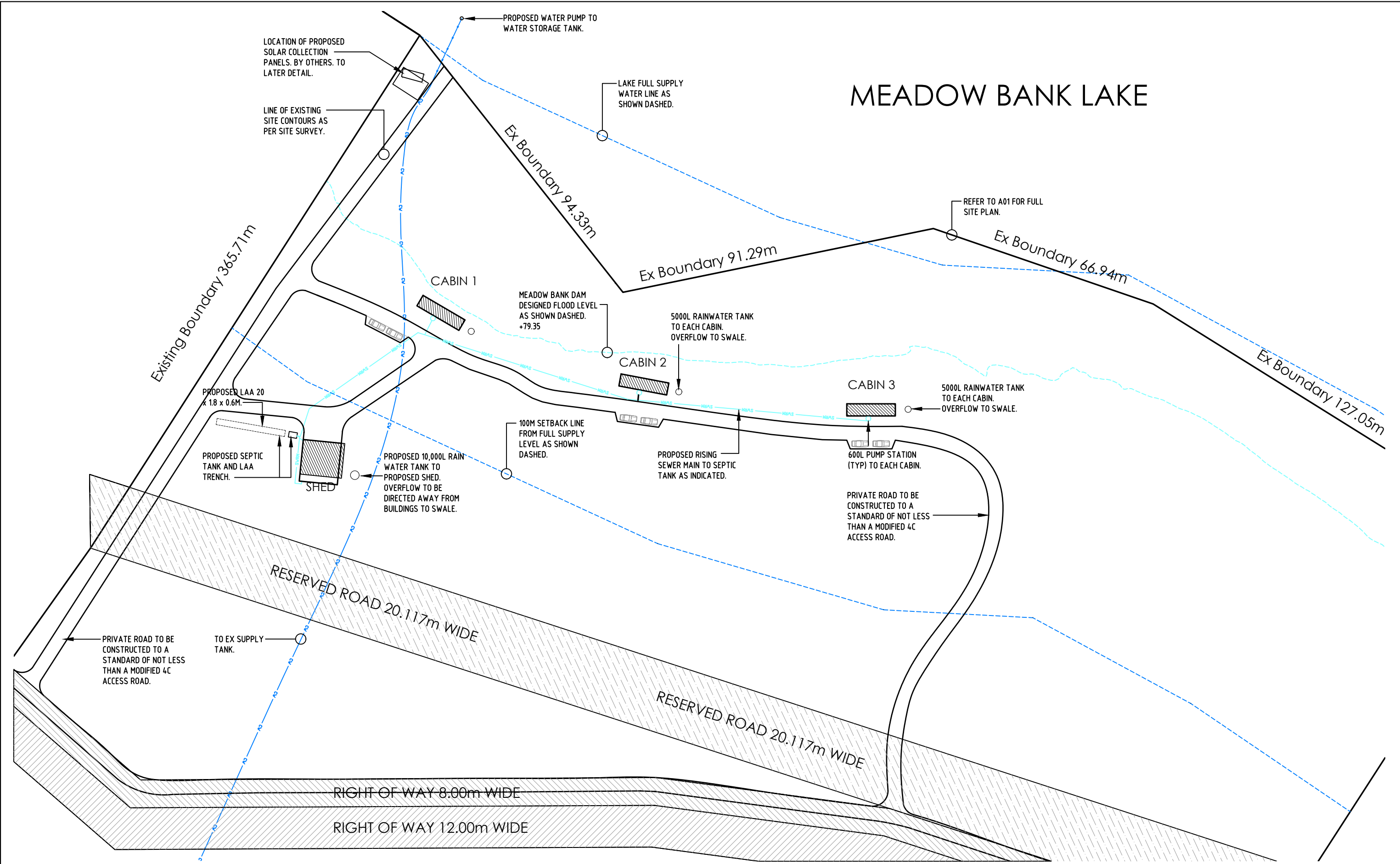
THE COMMON SEAL of the Central Highlands Council

was hereunto affixed in the presence of:

.....
Mayor

.....
Manager Executive Services





No:	Amendment:	Date:

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 163527

PAGE 1 OF 7 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

Lot 1 is together with a right of carriageway over the lands marked RIGHT OF WAY (PRIVATE) "E" 8.00 WIDE, RIGHT OF WAY (PRIVATE) "F" 12.00 WIDE, RIGHT OF WAY (PRIVATE) "G" 8.00 WIDE, RIGHT OF WAY (PRIVATE) "H" 12.00 WIDE, RIGHT OF WAY (PRIVATE) "J" 8.00 WIDE, RIGHT OF WAY (PRIVATE) "K" 12.00 WIDE, RIGHT OF WAY (PRIVATE) "N" 4.00 WIDE, RIGHT OF WAY (PRIVATE) "O" 4.00 WIDE and RIGHT OF WAY (PRIVATE) "P" 4.00 WIDE on the plan


The portion of lot 1 formerly comprised in folio of the Register volume 138542 folio 3 is together with a right of carriageway over the lands marked RIGHT OF WAY (PRIVATE) "Y" 4.00 WIDE and RIGHT OF WAY (PRIVATE) "Z" 4.00 WIDE on the plan

Right of Way (private) "X" 4.00 wide and Right of Way (private) "A" 4.00 wide

The portion of lot 1 formerly comprised in folio of the Register volume 138542 folio 1 is together with a right of carriageway over the land marked RIGHT OF WAY (PRIVATE) "Q" 12.00 WIDE on the plan

The portion of lot 1 formerly comprised in folios of the Register volume 138542 folios 1, 2 & 3 is together with a right of carriageway over the lands marked "CD" & "DE" on Plan 36230

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: M N & M T WINTER and G & S ELLIS HOLDINGS P/L</p> <p>FOLIO REF: 138542/1-3 and 49633/1</p> <p>SOLICITOR & REFERENCE: DOBSON MITCHELL & ALLPORT (JSB)</p>	<p>PLAN SEALED BY: CENTRAL HIGHLANDS COUNCIL</p> <p>DATE: 19-5-2009</p> <p style="text-align: center;"></p> <p>DA 1/05 REF NO. Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 7 PAGES	Registered Number SP 163527
SUBDIVIDER: M N & M T WINTER and G & S ELLIS HOLDINGS P/L FOLIO REFERENCE: 138542/1-3, 39597/2 and 49633/1	

Lot 1 is subject to a right of carriageway (appurtenant to lots 1 & 2 on Plan 49633) over the land marked RIGHT OF WAY (PRIVATE) "R" 10.00 WIDE passing through that lot on the plan

Lot 1 is subject to a right of carriageway (appurtenant to lot 1 on Sealed Plan 138542) over the lands marked RIGHT OF WAY (PRIVATE) "C" 20.00 WIDE passing through that lot on the plan

Lot 2 is together with a right of carriageway over the lands marked RIGHT OF WAY (PRIVATE) "G" 8.00 WIDE, RIGHT OF WAY (PRIVATE) "J" 8.00 WIDE, RIGHT OF WAY (PRIVATE) "M" 4.00 WIDE and RIGHT OF WAY (PRIVATE) "B" 4.00 WIDE on the plan

Lot 2 is together with a right of carriageway over the lands marked "CD" & "DE" on Plan 36230

Lot 2 is subject to a right of carriageway (appurtenant to lot 1 and lot 1 on Sealed Plan 138542) over the lands marked RIGHT OF WAY (PRIVATE) "E" 8.00 WIDE and RIGHT OF WAY (PRIVATE) "F" 12.00 WIDE passing through that lot on the plan

Lot 3 is together with a right of carriageway over the land marked RIGHT OF WAY (PRIVATE) "L" 4.00 WIDE on the plan

The portion of lot 3 formerly comprised in folio of the Register volume 138542 folio 3 is together with a right of carriageway over the land marked RIGHT OF WAY (PRIVATE) "A" 4.00 WIDE on the plan

Lot 3 is together with a right of carriageway over the lands marked "CD" & "DE" on Plan 36230

Lot 3 is subject to a right of carriageway (appurtenant to lot 1 and lot 1 on Sealed Plan 138542) over the lands marked RIGHT OF WAY (PRIVATE) "G" 8.00 WIDE and RIGHT OF WAY (PRIVATE) "H" 12.00 WIDE passing through that lot on the plan

M N Winter:  M T Winter:  G Ellis:  S Ellis: 

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 7 PAGES	Registered Number SP 163527
SUBDIVIDER: M N & M T WINTER and G & S ELLIS HOLDINGS P/L FOLIO REFERENCE: 138542/1-3, 39597/2 and 49633/1	

Lot 3 is subject to a right of carriageway (appurtenant to lot 2) over the land marked RIGHT OF WAY (PRIVATE) "G" 8.00 WIDE passing through that lot on the plan

Lot 4 is together with a right of carriageway over the land marked RIGHT OF WAY (PRIVATE) "X" 4.00 WIDE on the plan





Lot 4 is together with a right of carriageway over the lands marked "CD" & "DE" on Plan 36230

Lot 4 is subject to a right of carriageway (appurtenant to lot 1 and lot 1 on Sealed Plan 138542) over the lands marked RIGHT OF WAY (PRIVATE) "J" 8.00 WIDE, RIGHT OF WAY (PRIVATE) "K" 12.00 WIDE, RIGHT OF WAY (PRIVATE) "N" 4.00 WIDE, RIGHT OF WAY (PRIVATE) "O" 4.00 WIDE and RIGHT OF WAY (PRIVATE) "P" 4.00 WIDE passing through that lot on the plan

Lot 4 is subject to a right of carriageway (appurtenant to lot 2) over the lands marked RIGHT OF WAY (PRIVATE) "J" 8.00 WIDE and RIGHT OF WAY (PRIVATE) "M" 4.00 WIDE passing through that lot on the plan

Lot 4 is subject to a right of carriageway (appurtenant to lot 3) over the lands marked RIGHT OF WAY (PRIVATE) "L" 4.00 WIDE passing through that lot on the plan

Lot 4 is subject to a right of carriageway (appurtenant to lot 2 on Sealed Plan 138542) over the land marked RIGHT OF WAY (PRIVATE) "M" 4.00 WIDE passing through that lot on the plan

M N Winter:  M T Winter:  G Ellis:  S Ellis: 

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 7 PAGES	Registered Number SP 163527
SUBDIVIDER: M N & M T WINTER and G & S ELLIS HOLDINGS P/L FOLIO REFERENCE: 138542/1-3, 39597/2 and 49633/1	

Covenants

The owner of each lot on the plan covenants with the Central Highlands Council to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof may devolve with the Central Highlands Council to observe the following stipulations-

1. Not to construct any building on such lot north east of the line marked 100 METRE SET BACK FROM MEADOWBANK LAKE FULL SUPPLY LINE on the plan
2. Not to construct or maintain any wastewater infrastructure on such lot north east of the line marked 100 METRE SET BACK FROM MEADOWBANK LAKE FULL SUPPLY LINE on the plan
3. Not to place a caravan on such lot as a permanent fixture
4. Not to use a caravan on such lot for permanent occupation

The owner of lot 1 on the plan covenants with the Central Highlands Council to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof may devolve with the Central Highlands Council to observe the following stipulations-

5. Not to further subdivide such lot north east of the line marked 1000 METRE SET BACK FROM MEADOWBANK LAKE FULL SUPPLY LINE on the plan

The owners of lots 2, 3 & 4 on the plan each covenant with the Central Highlands Council to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof may devolve with the Central Highlands Council to observe the following stipulations-

6. Not to further subdivide such lot

~~**Fencing covenant**~~

~~The owners of the lots on the plan are subject to the fencing covenants created by and set forth in Sealed Plan 138542~~

M N Winter: M T Winter: G Ellis: S Ellis: 

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 7 PAGES	Registered Number SP 163527
SUBDIVIDER: M N & M T WINTER and G & S ELLIS HOLDINGS P/L FOLIO REFERENCE: 138542/1-3, 39597/2 and 49633/1	

Fencing provision

In respect to the lots on the plan the subdivider (Murray Neil Winter and Margaret Therese Winter) shall not be required to fence

~~The owner of the portion of lot 1 formerly comprised in folio of the Register volume 39597 folio 1 is subject to the fencing provision created by and set forth in Scaled Plan 39597.~~

M N Winter:  M T Winter:  G Ellis:  S Ellis: 

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 7 PAGES	Registered Number SP 163527
SUBDIVIDER: M N & M T WINTER and G & S ELLIS HOLDINGS P/L FOLIO REFERENCE: 138542/1-3, 39597/2 and 49633/1	

Signed by the said MURRAY NEIL WINTER being the registered proprietor in folios of the Register volume 138542 folios 1 & 2 and folio of the Register volume 39597 folio 2 in the presence of-

) *M Winter*
)
)

Witness: *Garry Coombe*

name: **GARRY BRUCE COOMBE**
 address: **60 EVERTON PLACE, ACTON PARK**
 occupation: **SURVEYOR**

Signed by the said MARGARET THERESE WINTER being the registered proprietor in folios of the Register volume 138542 folios 1, 2 & 3 and folio of the Register volume 39597 folio 2 in the presence of-

) *M Winter*
)
)

Witness: *Garry Coombe*

name: **GARRY BRUCE COOMBE**
 address: **60 EVERTON PLACE, ACTON PARK**
 occupation: **SURVEYOR**

COMMONWEALTH BANK OF AUSTRALIA as mortgagee in Mortgage No C506126 over folio of the Register volume 138542 folio 1 hereby consents to the subdivision-

SIGNED SEALED and DELIVERED
 for and on behalf of COMMONWEALTH BANK
 OF AUSTRALIA by its Attorney
LISA JANE WEBB
 under Registration Power of Attorney No. 72/6177
 who certifies that he/she is
 a **CONSULANCY OFFICER**
 of the COMMONWEALTH BANK OF AUSTRALIA and
 declares that he/she has received no notice
 of revocation of the said Power of Attorney and
 in the presence of:
L. J. Webb
 Bank Officer, Melbourne
DESMOND WAY
LGVL 8
3853000657

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 7 PAGES	Registered Number SP 163527
SUBDIVIDER: M N & M T WINTER and G & S ELLIS HOLDINGS P/L FOLIO REFERENCE: 138542/1-3 , 39597/2 and 49633/1	


Executed by G. & S. ELLIS HOLDINGS PTY LTD)
 under section 127 of the Corporations Act 2001 by)
 being signed by two directors-)

Director: 

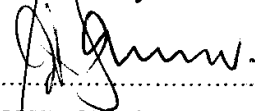
Director: 

WESTPAC BANKING CORPORATION as mortgagee in
 Mortgage No 413197 over folio of the Register volume
 49633 folio 1 hereby consents to the subdivision

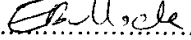
SIGNED by Vandna Wadhawan as attorney for
 Westpac Banking Corporation under power of
 attorney registered No, 72/5446.


 (Signature) Tier Three Attorney
 By executing this instrument the attorney states that
 the attorney has received no notice of the revocation
 of the power of attorney.

John Christopher Bullock and Sheryl Anne Bullock as mortgagee
 in Mortgage NoC835929 over the folio of the Register volume 49633
 Folio 1 hereby consent to the subdivision


 JOHN CHRISTOPHER BULLOCK

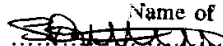
in the presence of-

Witness: 


name: EMILY BULLOCK
 address: 20 RECREATION ST
KINGSTON BEACH.
 occupation: UNIVERSITY LECTURER

Signature of Witness: 

Name of Witness: TRO LLOYD


 Address of Witness: 360 Collins Street, Melbourne
 SHERYL ANNE BULLOCK

in the presence of-

Witness: 

name: EMILY BULLOCK
 address: 20 RECREATION ST
KINGSTON BEACH
 occupation: UNIVERSITY LECTURER.

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

Southern Tasmanian Regional Waste Authority (STRWA)

Welcome to the first Newsletter for the Southern Tasmanian Regional Waste Authority (STRWA). This Newsletter will be provided to all 12 Councils in the Southern Tasmania Region who have now formally approved their membership of STRWA. The STRWA is a Joint Authority established under the provisions of the *Local Government Act 1993* and is now in its 'establishment phase'.

The purpose of the Newsletter is to keep Member Councils informed of the work being undertaken over the next few months to set the business up and prepare for the appointment of the Representatives, Board and CEO

Purpose of STRWA

The purpose of the STRWA is to coordinate local government's resource recovery and the management of solid waste in the Southern Region for a more sustainable future. In particular, the objectives and goals of the STRWA are to:

- ▶ Foster sustainable use of resources.
- ▶ Deliver efficient collection and reprocessing of resources.
- ▶ Support opportunities for the circular economy to reduce environmental impact and grow Tasmania's economy.
- ▶ Provide a collective voice for southern councils on the circular economy, resource recovery and waste management.

Functions and Powers of STRWA

- ▶ Support Members to deliver on their Council's resource recovery and waste management strategies and objectives.
- ▶ Manage resource recovery or waste management contracts on behalf of Members, ensure contract compliance and timely, on-budget delivery of contract outcomes and output.
- ▶ Develop a Strategic Plan, and subsidiary plans, for the region to deliver upon its purpose and objectives.
- ▶ Identify and implement, with partners, opportunities to recover more resources from waste.
- ▶ Identify and seek external funding opportunities and partnerships to support the objectives of STRWA.
- ▶ Partner with the Tasmanian Government on delivery of the Waste Action Plan, or future similar strategy, where appropriate.
- ▶ Support Members to engage their communities through resource education and behaviour change programs.
- ▶ Support the development of policies and guidance for Members in their resource recovery and waste management activities.
- ▶ Undertake reasonably incidental actions in achieving its purpose and objectives that are not explicitly identified.

- ▶ Advocate for policy or legislative change in collaboration with the Local Government Association of Tasmania that will support the achievement of the STRWA's objectives.

Governance Arrangements

STRWA Local Government Forum

- ▶ Member Councils are to appoint one Representative (and a substitute Representative) to attend meetings of the STRWA Local Government Forum. A Representative must be either an elected member or an employee of the Member Council. Only a duly appointed Representative is authorised to vote on behalf of a Member Council.

Role of the STRWA Local Government Forum

- ▶ Elect a Chief Member Representative and a Deputy Chief Representative
- ▶ Appoint the Directors of the STRWA
- ▶ Receive information from, and provide feedback to, the Board and STRWA CEO on the performance of STRWA against its objectives, functions, and Strategic Plan.

Board

- ▶ STRWA will be governed by a Board which will have the responsibility to manage the business in accordance with the Rules.
- ▶ The Board will comprise of 5 Directors (one of whom will be appointed as Chair).
- ▶ Directors are to be appointed on merit, through a transparent process.
- ▶ The Chief Representative and Deputy Chief Representative appointed by the Forum will be Directors of the Board.
- ▶ Directors are to be appointed for terms up to 3 years and may be reappointed for a further 3 years (maximum term is 6 years).
- ▶ Director recruitment is to balance renewal of the Board, knowledge and perspective, and corporate knowledge.
- ▶ Directors are to elect one of their number as the Chair.
- ▶ Directors are to be remunerated in accordance with the Tasmanian Government Board Fee Policy.

Chief Executive Officer

- ▶ The Board is to appoint the CEO who will be responsible for the operation and administration of STRWA.
- ▶ The Board may delegate any powers, discretions, and duties they think fit to the CEO.

Strategic Plan

- ▶ STRWA is to prepare a Strategic Plan that sets out the strategic priorities.
- ▶ Each Strategic Plan is to be for a period of between 3 and 5 years.

Member Contributions and Voting Entitlements

- ▶ The budget for STRWA will be determined by the Board each year and will include the yearly Member contributions (if required).
- ▶ Annual Member contributions will be based on the percentage for each Member as determined by the Rules. The yearly Member contribution cap under the Rules means \$360,170.
- ▶ Schedule 1 of the Rules outlines the individual Member contributions based on population percentage and the voting rights.

Project Sponsor Group

The LGAT has assisted the Councils during the initial phase of STRWA, arranging for the Rules and other legal aspects to be progressed. Due to the 2022 Council elections the appointment of Representatives to

the Forum will not occur until November. In the meantime to ensure that the establishment phase of STRWA continues, a Project Sponsor Group has been formed and includes:

▶ Dion Lester (LGAT)	▶ David Reeve (Kingborough)
▶ Emilio Reale (Glenorchy)	▶ Greg Robertson (Sorell)

The Sponsor Group has engaged the services of River Road Consulting Pty Ltd to assist in progressing the significant number of governance and administrative tasks required during the 'establishment phase' until such time as the Board and CEO have been appointed.





River Clyde Flood Mapping

Monthly Report – August 2022

Central Highlands Council

26 August 2022

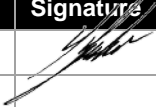
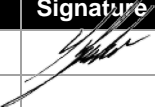
GHD Pty Ltd ABN 39 008 488 373

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Project manager	Cameron Ormes
Client name	Central Highlands Council
Project name	River Clyde Flood Mapping
Document title	River Clyde Flood Mapping Monthly Report – August 2022
Revision version	Rev 0
Project number	12571871

Document status

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			Name	Signature	Name	Signature	Date
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[Status code]							
[Status code]							
[Status code]							
[Status code]							

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Contents

1. Introduction	1
1.1 Purpose of this report	1
2. Program	1
2.1 Works completed this month	1
2.2 Works forecast next month	1
2.3 Delay Register	2
2.4 Deviations from program	2
3. Scope	3
3.1 Change Register	3
3.2 RFI register	3
3.3 Client supplied information	3
4. Actions register	4
5. Budget	5
5.1 Progress claim	5
5.2 Variation Register	5

Table index

Table 1	Summary of works complete in August	1
Table 2	Summary of works forecast in September	1
Table 3	Notice of delay summary	2
Table 4	Summary of program deviations	2
Table 5	Project change summary	3
Table 6	Project RFI summary	3
Table 7	Action Register – Central Highlands Council	4
Table 8	Progress Claim value	5
Table 9	Notice of delay summary	5

Appendices

Appendix A	Program
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1. Introduction

1.1 Purpose of this report

The purpose of this report is to inform the Central Highlands Council (CHC) on the progress of the River Clyde Flood Mapping project. This report will be updated and submitted monthly throughout the duration of the project.

2. Program

The delivery program was baselined at the commencement of the project with all progress tracked against the initial baseline. A current copy of the tracked program has been included in Appendix A. The project tasks are identified using a Work Breakdown Structure (WBS) indexation. This indexing is labelled within the delivery program and used as a reference to the various tasks below.

2.1 Works completed this month

The below table identifies the works that were complete in August.

Table 1 Summary of works complete in August

	WBS ID	Task Name	Date Completed
1	2.1	Collation of previous studies / flood events	10/08/2022
2	2.2	Review of data	10/08/2022
3	2.3	Prepare brief progress report	11/08/2022
4	2.4	Submit progress report	11/08/2022
5	2.7	HOLD POINT – Review report and agree model accuracy	16/08/2022
6	2.8	Site visit	30/08/2022
7	3.1 / 3.3	Draft Stakeholder Engagement Register / Development of Action Plan	16/08/2022
8	3.2 / 3.4	Submit Consultation Program for review	17/08/2022

2.2 Works forecast next month

The below table identifies the works scheduled to be complete in September, in accordance with the current delivery program.

Table 2 Summary of works forecast in September

	WBS ID	Task Name	Due Date
1	2.9	Features survey	6/09/2022
2	2.10	Survey Data Collation	13/09/2022
3	3.5	Client Review Consultation Program	12/09/2022
4	3.6	Council Workshop	12/09/2022
5	3.7	Community Consultation	Commence 12/09/2022
6	4.1	HOLD POINT – Initial Model Establishment	30/08/2022
7	4.2	Development of Hydrologic Model	Commence 13/09/2022

2.3 Delay Register

The delay register records and tracks any delays to project delivery that have arisen through the formal change process or by factors outside of GHD's control. These delays will be communicated to CHC via a formal notice of delay, outlining the cause of delay and effect on delivery program.

Table 3 Notice of delay summary

ID	Date raised	Details	Raised by	Duration	Revised completion date	Status	Complete
		-					

2.4 Deviations from program

The program was baselined at the commencement of the project to allow clear tracking of progress throughout the delivery phase.

The below table summarises the variances from the baseline program and identifies effects on the overall program delivery.

Table 4 Summary of program deviations

	WBS ID	Task Name	Deviation (Start/Finish) - Duration	Effect on Overall Program	Reason for Deviation
1	2.4	Submit progress report	-3 days	Nil	Early submission
2	2.8	Site Visit	+5 days	5 days delay to critical path – 4.2 & 4.3.3 durations identified as possible tasks to recover critical path dates	Site visit rescheduled due to key team member availability
3	3.3	Submit action plan	-9 days	Nil	Early submission

3. Scope

3.1 Change Register

The change register records and tracks any changes to scope identified by the project team throughout the delivery of the project, including any potential changes that have been raised by either party and their current status.

Table 5 *Project change summary*

ID	Date raised	Details	Raised by	Subject to Variation (ref.)	Subject to Delay (ref.)	Status
1	15/08/2022	Extent of flood mapping has been extended from what was included in GHD proposal	Cameron Ormes (GHD)	-	-	Agreed – mapping resolution adjusted to maintain total modelling effort as per proposal

3.2 RFI register

The RFI register records and tracks formal requests for information raised throughout the delivery of the project.

Table 6 *Project RFI summary*

ID	Date raised	Category	Description	Issued to	Status	Response
1	9/08/2022	Scope	Proposed Flood Mapping Extents	Adam Wilson (CHC)	Closed	Council have agreed to the mapping extents depicted in "Proposed Mapping Extent rev.B"
2	17/08/2022	Scope	Community Consultation Program - For Endorsement	Adam Wilson (CHC)	Open	

3.3 Client supplied information

A summary of client supplied information and the corresponding dates is provided below:

	Document Name	Date Requested	Date Provided
1	River Clyde Flood Mapping Grant Submission (2021)	5/05/2022	5/05/2022
2	Bothwell Stormwater Report (PDA)	20/06/2022	27/06/2022
3	PDA Stormwater Drain Models	20/07/2022	27/07/2022
4	PDA Cadastre Survey	27/07/2022	4/08/2022
5	Flooding Hotspot Map	27/07/2022	10/08/2022
6	Drainage Upgrade Plans	27/07/2022	10/08/2022
7	Drainage Upgrade Design Drawings	10/08/2022	15/08/2022
8	PDA Stormwater Drain Models (incl. installed option)	10/08/2022	18/08/2022

4. Actions register

The below actions register records and tracks actions identified outside of the formal RFI process (i.e. actions stemming from meetings, etc.) and their status.

Table 7 *Action Register – Central Highlands Council*

ID	Date raised	Category	Action	Resp.	Due date	Status
1	27/07/2022	Existing Data	PDA GIS Map with survey information	Jason Branch (CHC)	3/08/2022	Closed
2	27/07/2022	Existing Data	PDA Drains model	Jason Branch (CHC)	3/08/2022	Closed
3	27/07/2022	Existing Data	Flood history / hotspot map	Jason Branch (CHC)	3/08/2022	Closed
4	27/07/2022	Existing Data	DPI hydrology data	Anthony Archer (CHC)	3/08/2022	Open
5	27/07/2022	Existing Data	GHD Project Number - Previous flood mapping works	Anthony Archer (CHC)	3/08/2022	Closed
6	27/07/2022	Existing Data	River Clyde Trust data	Anthony Archer (CHC)	3/08/2022	Open
7	27/07/2022	Existing Data	Luke Taylor consultant - flood mapping works	Anthony Archer (CHC)	3/08/2022	Open
8	3/08/2022	Existing Data	Landholder Contacts	Anthony Archer (CHC)	5/08/2022	Open
9	9/08/2022	Existing Data	Stormwater upgrade status	Jason Branch (CHC)	12/08/2022	Closed
10	10/08/2022	Existing Data	PDA Drains model - Option 1 (Council Implemented)	Jason Branch (CHC)	12/08/2022	Open
11	15/08/2022	Existing Data	Nant Lane bridge drawings	Jason Branch (CHC)	18/08/2022	Closed

5. Budget

5.1 Progress claim

The below table summarises the current financial position of the project. These values reflect those submitted in the current progress claim.

Table 8 Progress Claim value

Index	Schedule Item	Total Value	Percent Complete	Previously Claimed (%)	Previously Claimed (\$)	Claimed this month
1	Project Management	\$ 25,240	40 %	-	-	\$ 10,096.00
2	Flood Modelling and Recommendations	\$ 103,345	15 %	-	-	\$ 15,501.75
3	Land Use Planning Analysis	\$ 19,380	-	-	-	-
4	Stakeholder and Community Engagement	\$ 60,645	19 %	-	-	\$ 11,522.55
5	Natural Values Assessment	\$ 10,800	-	-	-	-
6	Survey	\$ 27,950	-	-	-	-
	TOTAL	\$247,360	15.01 %	-	-	\$ 37,120.30

5.2 Variation Register

The variation register records and tracks any project cost variations that have arisen through the formal change process. These delays will be communicated to CHC via a formal variation request, outlining the details of the variation and associated cost effects.

Table 9 Notice of delay summary

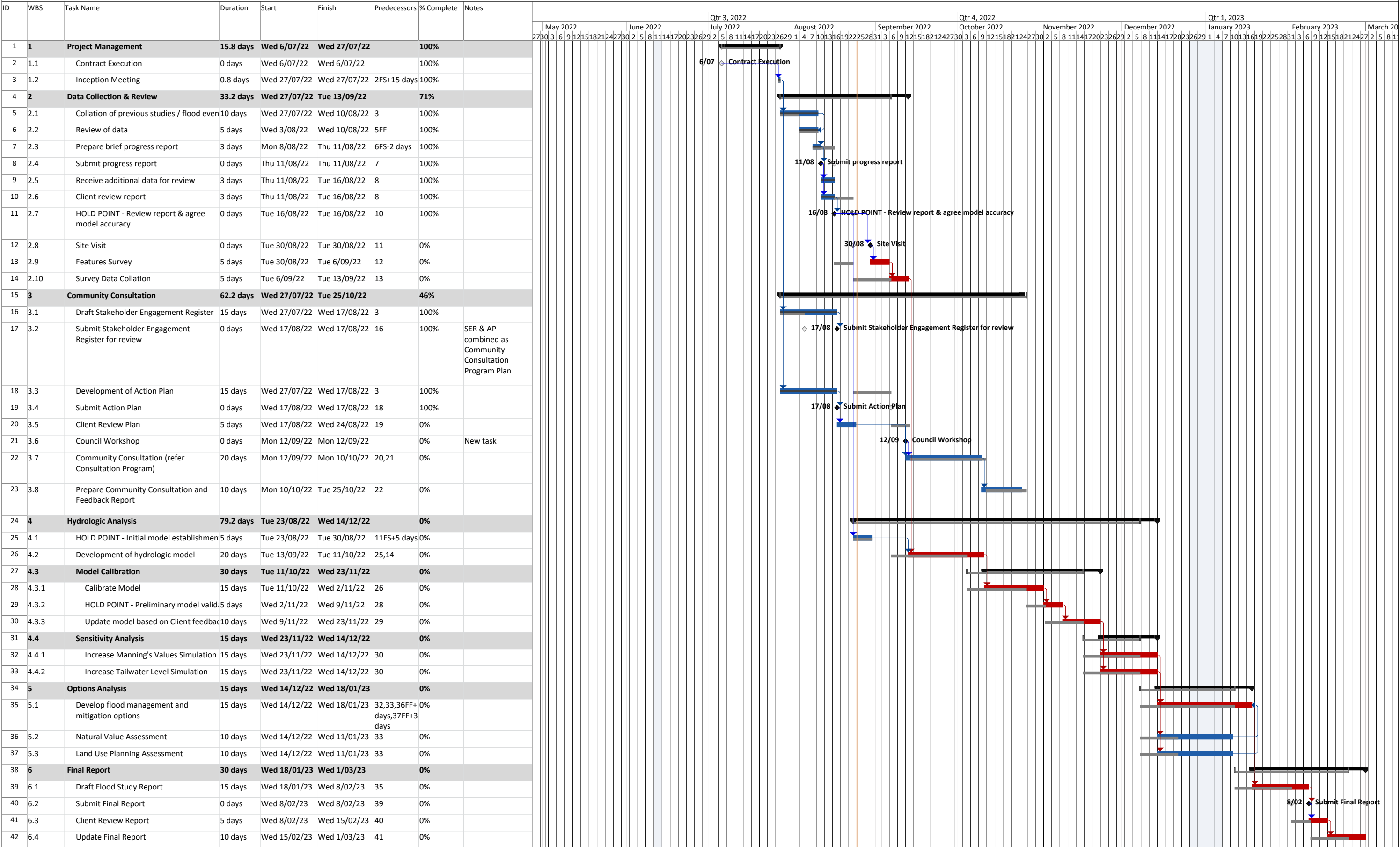
ID	Date raised	Details	Raised by	Cost	Revised contract value	Status	Complete
		-					

Appendix A

Program



12571871 - River Clyde Flood Study and Flood Management



Project: 12571871 - River Clyde Flood Study and Flood Management
Date: Thu 25/08/22

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Critical

Critical Split

Baseline

Baseline Milestone

Baseline Summary

Progress



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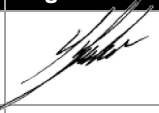
→ **The Power of Commitment**

Community Consultation Program Plan – River Clyde

Flood Study and Flood Management

Central Highlands Council

17 August 2022

Project name	River Clyde Flood Mapping Study					
Document title	Community Consultation Program Plan – River Clyde Flood Study and Flood Management					
Project number	12571871					
File name	12571871 - SHEG-SCEP - River Clyde Flood Mapping Rev_0.docx					
Revision	Author	Reviewer		Approved for issue		
		Name	Signature	Name	Signature	Date
Rev 0	Robyn Hall / Annalise Rees	Dominic Luddy		E Gruber		17/08/22

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Contents

1.	Contact list	1
2.	Purpose of this document	2
3.	Project location	3
4.	Project background	4
5.	Study objectives	5
6.	Study benefits	5
7.	Stakeholder engagement	6
7.1	Engagement objectives	6
7.2	Key messages	7
7.3	Stakeholder list	8
7.4	Action plan	11
7.5	Engagement reporting	13

Table index

Table 1 Project team contact details	1
Table 2 Maps of Tasmania Identifying project locations	3
Table 3 River Clyde Flood Study Stakeholder list	8
Table 4 River Clyde Flood Study action plan	11

Figure index

Figure 1 Project location	3
Figure 2 IAP2 Spectrum of Public Participation (IAP2.org.au)	6

1. Contact list

Table 1 Project team contact details

Name	Position	Contact Details
Adam Wilson	Deputy General Manager – Central Highlands Council	Phone: 03 6286 3202 Email: awilson@centralhighlands.tas.gov.au
Lyn Eyles	General Manager - Central Highlands Council	Phone: 03 6286 3202 Email: leyles@centralhighlands.tas.gov.au
Jason Branch	Manager Works & Services - Central Highlands Council	Phone: 03 6286 3202 Email: jbranch@centralhighlands.tas.gov.au
Anthony Archer	Councillor - Central Highlands Council	Phone: 03 6286 3202 Email: aarcher@centralhighlands.tas.gov.au
Bridget Hickman	Team Leader – Stakeholder Engagement	Phone: Email: bridget.hickman@ghd.com
Kate Reilly	Stakeholder Engagement Consultant	Phone: Email: kate.reilly@ghd.com
Robyn Hall	Stakeholder Engagement Consultant	Phone: 03 6210 0763 Email: robyn.hall@ghd.com

2. Purpose of this document

This Community Consultation Program Plan has been created to set out the Central Highlands Council's commitment to engage with stakeholders impacted by past flood events along the River Clyde. This Plan contains the ways in which the community will be involved in this study to help identify the risks and inform future mitigation strategies. Furthermore, this Plan along with the Central Highlands Council's input will:

- Outline the key messages of this project
- Identify all stakeholders both internally and externally
- Detail proposed engagement activities, roles, and responsibilities
- Provide an action plan with indicative timings.

3. Project location

The River Clyde rises in the reservoirs of Lake Sorell and Lake Crescent, near Interlaken in central lutruwita/Tasmania. The river, known as lukina minanya in palawa kani, flows through the traditional lands of trawtha makuminya/Big River Nation. The river flows, generally, west by south through the rural settlements of Bothwell, Hamilton, and the smaller locality of Hollow Tree on the Dew Rivulet. Bothwell is a small historic town that services a wider farming and agricultural district with strong links to hunting and fishing. The town celebrates its Scottish roots with one of Australia's best Whisky Distilleries and Australia's first Aberdeen Angus Stud. Bothwell is also home to the oldest golf course in Australia as well as one of Australia's oldest churches and some of the best trout fishing in the country.

Table 2 Maps of Tasmania Identifying project locations

Bothwell	Hamilton	River Clyde
		

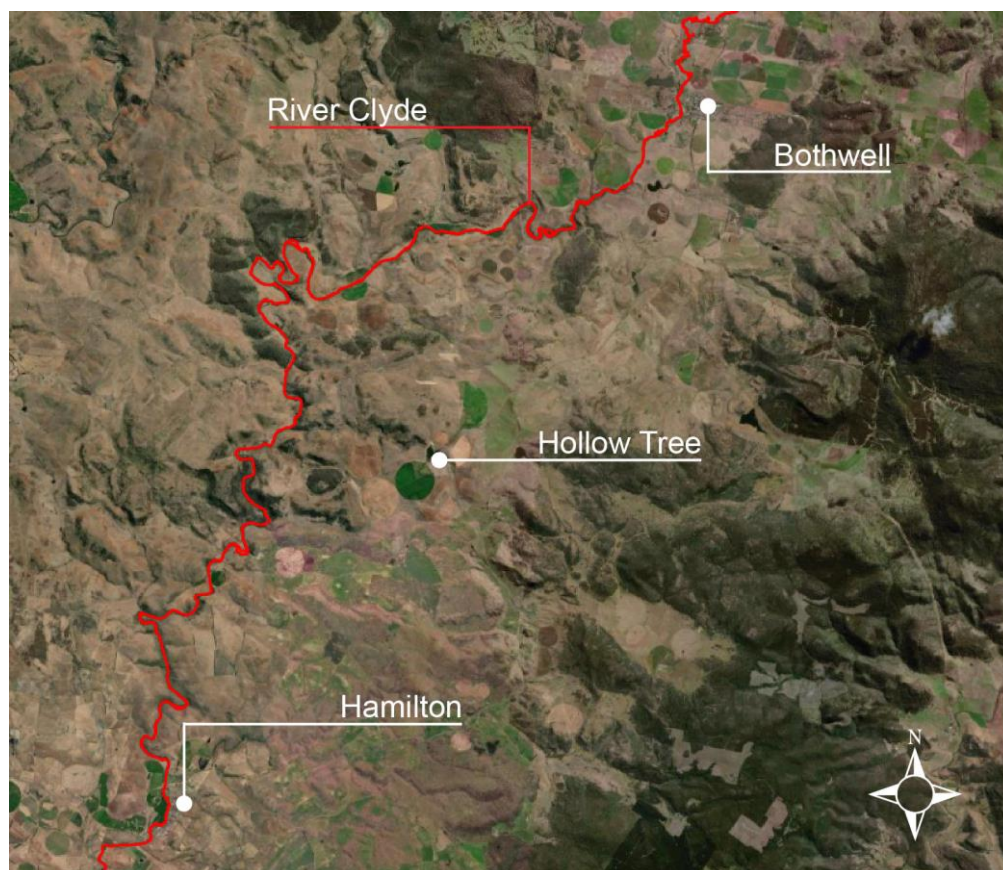


Figure 1 Project location

4. Project background

The Central Highlands Council is required to undertake a Flood Study the River Clyde for the township of Bothwell.

Following colonisation the River Clyde catchment area established many farms due to its fertile land. During recent times flood plain areas along the river have been substantially damaged, and many farmers have had to move their crops and livestock to higher ground. Millions of dollars' worth of crops and livestock have been lost due to flash flooding events.

Floodwater has been known to rise quickly which often isolates communities, livestock, properties, and high value agriculture. While flood peaks can recede quickly, properties and farmlands at times can remain isolated for several days. Many farmlands can be inundated in flood events necessitating livestock evacuations and destruction of crops and livestock. The current floodplain mapping in place for the River Clyde is based on hydraulic modelling from 1970, which predated current industry standards and does not capture many significant historical flood events (e.g. 2016).

The internationally renowned Lark Distillery is located on the river, which is fed by a one-million-year-old glacial lake in the Tasmanian Highlands which contributes to the success of the whiskey. In 2016 the distillery was severely impacted by a flood event which caused a significant amount of property loss and damage. The golf course, including Ratho Farm and the Australian Golf Museum are also situated on the river. Ratho Farm hosts a golf course alongside heritage accommodation and event spaces, fishing tours and historic walks. The preservation of this area is very important to both the Bothwell and Tasmanian communities. Spreading awareness and understanding of the flood risks in the area is vital to help with the prevention of future loss. These areas are an extremely important part of the social fabric of Bothwell and the benefits of preserving them will enable future generations to prosper.

Tourists and visitors of Bothwell and its surrounding areas most often stay in heritage accommodation or camping grounds located along the River Clyde. Areas along the river are often prone to flash flooding and without local knowledge or understanding of such events, tourists and visitors can find themselves at a greater risk of loss of property or life.

The Central Highlands Council has invested in raised walking paths for locals and visitors to access the river front for exercise and leisure activities. Unfortunately, these walking paths require constant repair from damage caused by flash flood events and are often left inaccessible for use, therefore reducing options for recreational activities around Bothwell and along the riverside.

The Central Highlands Council flood map for the township of Bothwell was developed over 50 years ago. The town and surrounding districts have experienced several large flood events since that time, resulting in major infrastructure damage, property loss, destruction of crops, loss of livestock, and health conditions owing to waterborne diseases which have negatively impacted the social fabric of the community.

The Central Highlands Council is seeking to gain a better understanding of flood behaviour, establish the flooding extent, likely water levels, velocities, and depths within the study area. The River Clyde Flood Study will enable the Council to revise their floodplain management strategy to improve the community's understanding of flood risk for the River Clyde floodplain and inform emergency response planning and mitigation measures.

5. Study objectives

The Study objectives are to:

- provide the Central Highlands Council with an understanding of the risk of flooding within the Bothwell township and surrounding River Clyde area
- provide flood impact data and recommendations that will assist Council in updating their Stormwater System Management Plan (SSMP) per the requirements of the *Urban Drainage Act 2013*
- update flood prone area mapping information
- provide a basis for land use planning decisions and future development
- provide data to inform improved emergency management planning to mitigate flooding in townships
- understand community concerns and priorities in relation to flood management
- increase community awareness of flooding to improve their preparedness for flooding events
- provide recommendations to support improved asset management and planning
- inform flood mitigation measures to reduce the cost of flood damage.

The Study will provide Council with a better understanding of flood behaviour, including flooding extent, water levels, velocities and depths within the study area. This will ultimately enable Council to revise their flood risk management strategy to inform emergency response planning and guide land use planning and development. It will also improve the community's understanding of flood risk/hazard of the River Clyde floodplain to better prepare for flooding events. Community consultation is an important aspect of this study to collect local information and insights, and provide accurate information so the community can make informed decisions to better mitigate the impacts of flooding events into the future.

6. Study benefits

Development of the River Clyde Flood Study will benefit and assist the council and community by:

- Updating mapping of flood prone areas
- Providing a basis for land use planning decisions and future development in flood impacted areas
- Providing improved emergency management planning which will improve decision making in emergency flooding situations
- Providing improved asset management and planning
- Improving community awareness and capacity to respond to flood events
- Helping to reduce the clean-up costs of flood damage in the area.

7. Stakeholder engagement

The International Association of Public Participation (IAP2) has developed an internationally recognised spectrum of engagement. This spectrum allows an appropriate level of engagement to be tailored to a stakeholder group based on the outcome required. Engagement will concentrate on using the **Inform**, **Consult**, **Involve** and **Collaborate** levels of participation with stakeholders and community.

The stakeholder engagement objectives for this project draw on the IAP2 Public Participation Spectrum and focus on the stakeholders identified in the stakeholder list in section 7.3 of this document.

IAP2'S PUBLIC PARTICIPATION SPECTRUM



The IAP2 Federation has developed the Spectrum to help groups define the public's role in any public participation process. The IAP2 Spectrum is quickly becoming an international standard.


INCREASING IMPACT ON THE DECISION 					
	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

Figure 2 IAP2 Spectrum of Public Participation (IAP2.org.au)

7.1 Engagement objectives

The engagement objectives for this project are to:

- gather valuable local insight and knowledge about the history of flooding in the area by involving the community who have lived experience
- better understand the community's main concerns and priority areas for dealing with flooding events
- increase the community's awareness of the risk of flooding within the study area by educating and informing them about flood risk
- improve public perception of the risk and impacts of flooding to encourage proactive behaviours
- develop flood mitigation measures in collaboration with the community to increase preparedness for flooding events.

This process is an opportunity for Council to involve the community in a discussion around the impacts of flooding. Proposed engagement activities will inform the community of flood risks and collaborate with community to improve measures to reduce the negative impacts of flooding in the area.

7.2 Key messages

- The Australian Government's National Flood Mitigation Infrastructure program has provided \$250,000 to support the Central Highlands Council to undertake a River Clyde Flood Study.
- The Study will include collecting data to better predict the likelihood and location of future flood events so Council can make better decisions on land use, planning and future development.
- The Study will also identify the most effective measures that can be taken to reduce the negative impacts of flood events such as major infrastructure and property damage, destruction of crops, loss of livestock and risks to public health.
- This will enable Council to update their Stormwater System Management Plan (SSMP) to improve emergency management planning and response to flood events.
- Understanding the potential risk for flooding and its impacts will help to build community awareness and preparedness to better protect the township and broader community against the economic, social, and environmental consequences of flood events into the future.
- The Project Team will work alongside the local community to gather valuable local insight and knowledge to inform the development of this study.
- For more information about the project please contact participate@ghd.com or call 03 6210 0662.

7.3 Stakeholder list

Table 3 River Clyde Flood Study Stakeholder list

Stakeholder	Stakeholder representative	Stakeholder issues	Interest	Influence	Level of engagement (inform, consult, involve, collaborate, empower)	Stakeholder Classification
Australian Government	Jo Palmer MLC Brian Mitchell MP	The Australian Government has provided funding to support the Central Highlands Council with this study.	High	High	Consult	Internal
Tasmanian Government	Dr Scott McKeown (DoH) Hon. Mark Shelton MP Department of Natural Resources & Environment Tasmanian Irrigation Inland Fisheries Aboriginal Heritage Tasmania Aboriginal Heritage Council Heritage Tasmania Tasmanian State Emergency Services Central Highlands Regional Health Services Renewables, Climate & Future Industries Tasmania Bothwell Library	The Tasmanian Government covers various departments that will be interested in the area's flooding and the effects this is having on the surrounding environment.	High	High	Consult	Internal
Central Highlands Council	Mayor Loueen Triffit GM Lyn Eyles	The Council concerned about Bothwell and the surrounding areas. Funding and council approval will influence the study. The council could also face potential criticism if stakeholder groups feel they are not doing enough to help prevent flooding.	High	High	Consult	Internal
Landowners & local residents	Clyde River Holdings Pty Ltd Thorpe Farm Norwood Pty Ltd Australian Whisky Holdings Bothwell Pty Ltd	Landowners and local residents who have been impacted by flash flooding events are able to offer historical insights which will influence the outcome of the study.	High	High	Consult	External

Stakeholder	Stakeholder representative	Stakeholder issues	Interest	Influence	Level of engagement (inform, consult, involve, collaborate, empower)	Stakeholder Classification
	Dennistoun Pty Ltd Cluny Pty Ltd The Trust Company (PTAL) Ltd Woolly Weather Pty Ltd Tasmanian Land Conservancy Inc Tasberry Holdings Pty Ltd Rothamay Pastoral Company Pty Ltd Prospect Pty Ltd Peje Pastoral Co Pty Ltd Hall-Meadsfield Pty Ltd Montacute Pty Ltd Loquitor Pty Ltd					
Industry Groups	Tas Water Hydro Tasmania Poppy Growers Tasmania Tasmanian Farmers & Graziers Association River Clyde Trust	Industry groups may be able to recommend improvements from experience working in the area.	High	Medium	Consult	External
Media	The Highlands Digest Central Highlands News (via the Council)	Local newspapers will be interested in study findings and informing readers of updates.	High	High	Inform	External
Local Businesses	Lark Distillery Castle Hotel Central Highlands Pharmacy Bothwell Superstore Bothwell Garage Roadhouse Sealy's Café & Gifts	Local businesses are able to provide insights about how flash flooding has impacted them, their livelihood, and loss of trade. They will be invested in what mitigation tools are put in place to help prevent damage from future flash flooding.	High	High	Consult	External
Community Groups	Bothwell Community High School Ratho Farm Golf Bothwell Rabbits Football Club & Community Centre	Community groups are also able to inform the study of past flash flooding events and impacts. They will be looking for what mitigation tools will be put in place to ensure their community areas and properties are protected from flood	High	Medium	Consult	External

Stakeholder	Stakeholder representative	Stakeholder issues	Interest	Influence	Level of engagement (inform, consult, involve, collaborate, empower)	Stakeholder Classification
	Central Highlands Visitor Centre/Australasian Golf Museum Bothwell Cricket Club Bothwell Historical Society Bothwell Medical Centre Bothwell CWA St Andrew's Catholic Church St Luke's Uniting Church & Cemetery St Michael & All Angels Church Anglers Alliance	damage allowing them to continue with their activities.				
Tourism operators	The Highland Fly Trout Guides & Lodges Tasmania Tasmania High Country Fly Fish Tours	Flooding and works around the river may impact fishing season / tourism to the area.	High	Medium	Inform	External

7.4 Action plan

The River Clyde Flood Study Community Consultation Program action plan below outlines the way in which GHD will engage with both external and internal stakeholders. GHD will provide multiple engagement channels to ensure a broad capture of perspectives including the elderly and children to support inclusivity and diversity. Engagement channels will include face-to-face and online meetings, community drop-in sessions, newsletters, social media, newsprint media, a website, email and telephone to support varying capabilities and access.

An initial workshop with council Aldermen will identify Council's key priorities and issues that will guide engagement activities with key stakeholders and the community.

Drop-in sessions and key stakeholder meetings will enable the project team to inform the community of Study objectives and benefits, and gather information from the community about flood behaviour and impacts.

Media, social media and the council website will be used to share project information and provide contact details for the community to provide feedback and flood information.

Engaging with the community from project outset acknowledges they possess valuable experience and knowledge that will inform the Study. Commencing with face-to-face consultations will establish an authentic relationship with the community to demonstrate their role as project partners. It also recognises that the community play an integral role in improving flood mitigation for future events.

The dates listed below provide indicative timings subject to Council's approval of the Community Consultation Engagement Plan. All collateral prepared will be submitted to council for review and approval including 1 round of consolidated changes prior to public release.

Table 4 River Clyde Flood Study action plan

Item	Date Range	Description	Responsibility	Stakeholders
Workshop	1-15 September	Workshop with council Aldermen to identify key priorities and issues	GHD Stakeholder Engagement team to organise and facilitate	Central Highlands Council Council Alderman Tasmanian Government
Briefing	Regular intervals throughout project lifecycle – possibly to coincide with council meetings	3 x council briefings to provide regular updates and information on community consultation	GHD Stakeholder Engagement Consultant	Central Highlands Council Council Alderman Tasmanian Government
Meetings with Stakeholder Groups	15-30 September	Meetings with key stakeholder groups to understand flood behaviour and impacts	GHD Stakeholder Engagement team to organise and facilitate	Landowners / Residents Local Businesses

Item	Date Range	Description	Responsibility	Stakeholders
Community Drop-in Sessions	1-15 October	3 x Community Drop-in sessions key stakeholder and community groups to further understand flood behaviour and invite them to provide feedback.	GHD Stakeholder Engagement team to organise and facilitate	Central Highlands Council Landowners / Residents Local Businesses Community Groups Fishing Organisations Tourism operators
Media	15 September	Contact local news outlets to share project information and advertise community drop-in sessions	GHD Stakeholder Engagement team to organise	All
Newsletters	15 September and ongoing	Provide project information and contact details	GHD Stakeholder Engagement team to organise	All
Website	15 September and ongoing	Provide project information and contact details	Central Highlands Council to update website	All
Facebook	15 September and ongoing	Introduce project and keep stakeholders updated with Study findings	Central Highlands Council to update Facebook	All
Contact Details	15 September and throughout project life cycle	Phone: (03) 6210 0662 Email: participate@ghd.com To provide feedback and flood information	GHD to capture communicated feedback	All

7.5 Engagement reporting

On completion of the engagement activities, a Community Consultation and Feedback Report will be completed within 2 weeks. This will be an important document to close the engagement loop and share feedback, key findings and recommendations with the community.

The report will provide:

- An overview of all stakeholder engagement undertaken
- A summary of community feedback collected through meetings, community drop-in sessions, social media and the GHD Participate email and telephone line
- Key findings and recommendations.

The report will be appended to the Study and presented to Council for release to the public via the Central Highlands Council website.



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→ **The Power of Commitment**

Mr Jason Branch
Manager, Works & Services
6 Tarleton Street
Hamilton TAS

Dear Mr Branch,

Please find enclosed a Grant Deed for the funding being provided to the Central Highlands Council to/for develop and upgrade the Ouse Recreation Ground to create a safe and accessible place for children, young people and their families, the conditions of which are described in the Agreed Terms and Conditions.

The Approved Purposes for which the Grant has been made are specified in Item 1 (clause 1.1). I also draw your attention to the Reporting Requirements and Special Terms and Conditions outlined in Item 11 (clause 7.2) and Item 13 (clause 12) respectively.

To seek payment of the funding, Central Highlands Council is required to submit a Tax Invoice to the Department of Premier and Cabinet (DPAC). It is essential that your Tax Invoice includes your Australian Business Number (ABN) and bank account details and that it is addressed to **Department of Premier and Cabinet**. The amount claimed should indicate separately the grant value and the Goods and Services Tax (GST) if applicable.

Please note that it is a Crown Law requirement that Grant Deeds are signed under the Organisation's Common Seal by two authorised officers. Failure to place your common seal on the Deed will delay payment of your grant.

Signing the Grant Deed will indicate that Central Highlands Council agrees to the terms and conditions of the Grant.

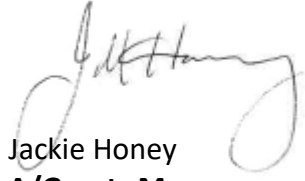
Please return the signed Grant Deed along with your Tax Invoice for \$50,000.00 + GST (\$5,000.00) = \$55,000.00 to grants@dpac.tas.gov.au within 10 Business Days of receipt of this letter.

The Grant Deed will be executed by Grants upon return and a copy will be returned to you for your records. The funding will be released once you have submitted the documentation outlined and met any conditions precedent.

Community Partnerships and Priorities is committed to being accountable to the community and is continually striving to improve work standards and performance. It would be appreciated if you could please complete the enclosed survey about the administration of the Program and return with your grant documents.

Should you wish to discuss any aspect of the Grant Deed further, please contact Grants at grants@dpac.tas.gov.au or call 1800 204 224.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jackie Honey', written over a light grey circular stamp.

Jackie Honey
A/Grants Manager
Community Partnerships and Priorities

2 September 2022



Grant deed

Grant program: Premier's Fund for Children and Young People

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: Megan Hill
Telephone: (03) 6232 7592
Email: Megan.Hill@dpac.tas.gov.au

Document ref: Template - Long Form Grant Deed - Premier Fund for Children and Young People.docx

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	6
1.1 Definitions	6
1.2 Interpretation	7
1.3 Headings	9
1.4 No rule of construction applies to disadvantage party	9
1.5 Information Table	9
2 Grant	9
2.1 Agreement to provide Grant	9
2.2 Acknowledgments	9
3 Payment of Grant to Recipient	9
3.1 Method of Grant payment	9
3.2 Conditions affecting Grant payment	10
3.3 Grant Account	10
4 Application of Grant and related matters	11
4.1 Application of Grant for Approved Purpose	11
4.2 Restrictions on use of Grant	11
4.3 No conflict	12
4.4 Commencement of Approved Purpose	12
4.5 Completion of Approved Purpose	12
4.6 Compliance with Law	12
4.7 Carrying out activity	12
4.8 Contractors	12
4.9 Outcomes	12
4.10 Financial records	13
4.11 Grant not to be used as security	13
4.12 Notice by Recipient of adverse matters	13
5 Publicity concerning Grant and Approved Purpose	13
5.1 Acknowledgement	13
5.2 Publicity	14
5.3 Official launch and major announcements	14
6 Repayment of Grant by Recipient	14
6.1 Repayment of any unexpended part of Grant	14
6.2 Repayment for incorrect use of Grant	14
6.3 Repayment of Grant - other circumstances	14
6.4 Recipient must comply with notice	14
6.5 Interpretation	15
7 Review, monitoring, audit, reports and related matters	15
7.1 Review, monitoring or audit of Relevant Matters	15
7.2 Reporting	15

8	Indemnities	16
8.1	Indemnities from Recipient	16
8.2	Continuing obligation	16
9	Insurance	16
9.1	Application	16
9.2	Recipient to insure	16
9.3	Grantor to be named as principal	17
9.4	Recipient to notify Grantor	17
9.5	Protection of insurance	17
9.6	Policy documents	17
10	Representations and warranties	17
10.1	Warranties	17
10.2	Survival and repetition of representations and warranties	19
10.3	No reliance by the Recipient	19
11	Default Events, termination, scope reduction and suspension	19
11.1	Default Events	19
11.2	Termination - Default Events	20
11.3	Termination for convenience	20
11.4	Reduction in scope of Approved Purpose	21
11.5	Suspension of payment of Grant (or instalment of Grant)	21
12	Special terms and conditions	22
13	GST	22
14	Dispute resolution	23
14.1	Application	23
14.2	Negotiation	23
14.3	Status of negotiations	23
14.4	Further action	23
14.5	Continuation of performance	23
14.6	Injunctive and other discretionary relief	23
15	Notices	24
15.1	Notice requirements	24
15.2	Method and address for delivery	24
15.3	Time of receipt	24
15.4	Other modes or places of service	25
16	Miscellaneous	25
16.1	Governing law	25
16.2	Dispute jurisdiction	25
16.3	Entire agreements clause	25
16.4	Liability	25
16.5	Benefit	25
16.6	Compliance with obligations	25
16.7	Severance	26
16.8	Counterparts	26
16.9	Further assurance	26
16.10	Business Days	26
16.11	No partnership or agency	26

16.12	Legal costs	26
16.13	Amendment	26
16.14	Waiver	26
16.15	Successors and assigns	27
16.16	Rights cumulative	27
16.17	Set-off	27
16.18	No assignment	27
16.19	Disclosure	27
16.20	Determination	27
16.21	Consent and approvals	27
16.22	Doctrine of merger	28
16.23	Minister or State of Tasmania expressed to be party	28
16.24	No interference with executive duties or powers	28
16.25	Surviving provisions and termination	28
Signing		30
Annexure A - Acknowledgement of Funding		31
Annexure B: Client Services		32

Grant deed

Details and recitals

Date:

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of Premier and Cabinet)
Short form name	Grantor
Notice details	C/- Department of Premier and Cabinet, 15 Murray Street, Hobart TAS 7000

Email: grants@dpac.tas.gov.au
Attention: Secretary, Department of Premier and Cabinet

Name	Central Highlands Council
ACN/ARBN/ABN	30 472 494 899
Short form name	Recipient
Notice details	6 Tarleton Street Hamilton TAS

Contact Number: 0428 725 198
Email: jbranch@centralhighlands.tas.gov.au
Attention: Mr Jason Branch, Manager, Works & Services

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
To develop and upgrade the Ouse Recreation Ground to create a safe and accessible place for children, young people and their families, in line with the Grant Application submitted on 10 February 2022.	

Item 2 (clause 2.1):	Grant Amount
The grant amount is for Fifty Thousand dollars (\$50,000.00) (plus GST if applicable).	

Item 3 (clause 3.1):	Payment method for the Grant
The Grant is to be paid to the Recipient in one instalment of \$50,000.00 to be paid by electronic funds transfer to the following account held by the Recipient within 15 days of receipt of a valid tax invoice:	
Account name:	Central Highlands Council
BSB:	067101
Account number:	28044666

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
As per the agreed budget included in the Recipient's grant application form.	

Item 8 (clause 4.4):	Date for commencement of the Approved Purpose
On signing of this Grant Deed.	

Item 9 (clause 4.4):	Date for completion of the Approved Purpose
31 Jan 2024	

Item 10 (clause 4.9(a)):	Outcomes
As per the Approved Purpose and Reporting Requirements included in this Information Table.	

Item 11 (clause 7.2): Reporting requirements

The Recipient must provide to the Grantor the following reports:

- a) **Progress Report:** due no later than 6 months from the Date of commencement of the Approved Purpose, Item 8, including:
- Progress on the upgrades and development of the Ouse Recreation Ground.
 - A case study of how one or more of the principles of the Child and Youth Wellbeing Strategy (Page 12), in addition to Principle No. 8, have been incorporated into the implementation of the Approved Purpose.
- b) **Final Report:** due no later than 30 days from the Date for completion of the Approved Purpose, Item 9, including:
- A report detailing the Recipient's completion of the Approved Purpose;
 - Progress on the upgrades and development of the Ouse Recreation Ground.
 - A case study of how one or more of the principles of the Child and Youth Wellbeing Strategy (Page 12), in addition to Principle No. 8, have been incorporated into the implementation of the Approved Purpose.
 - Provision of a case study that highlights how the Approved Purpose has benefited children and young people and/or showcases best practice with reference to the Wellbeing Domains and Descriptors in the Child and Youth Wellbeing Strategy (page 13-15).
 - Evidence of how one or more of the principles of the Child and Youth Wellbeing Strategy (Page 12), in addition to Principle No. 8, have been incorporated into the implementation of the project.
 - An income and expenditure report showing how the grant funds have been expended; and
 - A grant acquittal declaration signed by a duly authorized representative of the Recipient.

All other reports and documents that the Grantor requires under Item 11 (clause 7.2) 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 or document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.

The Child and Youth Wellbeing Strategy can be accessed from <https://wellbeing.tas.gov.au/>.

Item 12 (clause 9): Insurance

Clause 9 is applicable. The amount of insurance required for the purposes of clause 9.2 (a) is \$10,000,000.

Item 13 (clause 12): Special terms and conditions**1. Acknowledgement of support**

The Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

2. Media/Publicity opportunities

Without limiting the generality of clause 5, the Recipient must notify the Grantor and invite the relevant Minister to the event at least four weeks prior to the scheduled Media/Publicity opportunities.

3. Permissions and approvals to undertake work

If relevant to the project 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.

4. 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 sources, all remaining funds required for the completion of the Approved Purpose.

5. Client Services

The Recipient must comply with the requirements set out in Annexure B regarding the Client Services.

6. Child Safe Organisation National Principals

The recipient is responsible for ensuring that all persons working to achieve the Approved Purpose are aware of the Child Safe Organisation National Principals. In addition to the requirements outlined in Annexure B regarding Client Services, the Recipient must have a:

- (a) Policy for Working with Vulnerable People Checks for all staff and volunteers, including a process to regularly check the validity of these registrations;
- (b) Complaint and feedback mechanisms for children, young people and their families;
- (c) Child safety training for staff and volunteers upon induction and at ongoing intervals.

7. Recipient's continuing obligation with regards to Funded Equipment

- (a) In respect of Funded Equipment purchased by the Recipient and as described in the Approved Purpose, the Recipient must for a period of at least the Specified Period:
 - i. Keep the equipment in good repair;
 - ii. Not sell (or trade) the equipment (except with the prior written consent of the grantor);
 - iii. Keep the equipment insured for its full replacement value;
 - iv. Replace the equipment (using the insurance proceeds) if the equipment is damaged or destroyed;
 - v. Comply with all applicable laws relating or affecting the use of the equipment;
 - vi. Not use or allow the equipment to be used for commercial purposes; and

- vii. Use the equipment for the Approved Purpose.
- (b) The Recipient must repay to the Grantor on demand the Specific Amount of the Grant if a Defined Events occurs. For the purpose of this clause, a Defined Event occurs if, without the prior written consent of the Grantor:
- i. Any Funded Equipment is disposed of by the Recipient during the Specified Period; or
 - ii. Any Funded Equipment ceases to be used by the Recipient for the Approved Purpose during the Specified Period, including because of the Recipient being dissolved or become insolvent.
- (c) For the purpose of this clause 2, unless the context otherwise requires:

Balance Period means the period commencing on the date on which a Defined Event occurs and ending on the expiry of the Specified Period.

Funded Equipment means equipment that was funded, wholly or in part, by the use of the Grant (or any part of the Grant).

Specified Amount means:

- (i) If the Grant was wholly used to fund, or to contribute to the funding of the, the Funded Equipment, the amount which bears the same proportion to the Grant as the Balance Period bears to the Specified Period.
- (ii) If the only part of the Grant was used to fund, whether wholly or in part, Funded Equipment, the amount bears the same proportion to that part of the Grants as the Balance Period bears to the Specified Period.

Specified Period means, in relation to any Funded Equipment, the period of 5 years commencing on the date that any part of the Grant was applied to fund that Funded Equipment.

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:

- (d) the performance by the Recipient of its obligations under this Deed;
- (e) the receipt, use or expenditure of the Grant;
- (f) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (g) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (h) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (i) any breach of this Deed by the Recipient;
- (j) 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:

- (k) a PPSA Security Interest;
- (l) 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 party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

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

1.4 No rule of construction applies to disadvantage party

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

1.5 Information Table

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

2 Grant

2.1 Agreement to provide Grant

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

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

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

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2 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 0.
- (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 0, 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:
→

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

*Print
name and
position:

Witness'
signature:
→

*Witness
print
name and
position:

*Use BLOCK LETTERS

*Witness
print address:

Execution by the Recipient

The common seal of the **Central Highlands Council** was hereunto affixed in the presence of:

Common seal:
→

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

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 Organisation/Project] 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 Department of Premier and Cabinet prior to publication/promotion. Please contact the department 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 Department of Premier and Cabinet.



Annexure B: Client Services

Definition: For the purpose of this Grant Deed a Client Service is where the Recipient provides a service, program, activity or function to or for members of the community who may be considered as clients or participants.

1. Staff skills/fit and proper persons:

The Recipient must institute procedures to ensure that all persons, including Personnel, or any other person engaged by the Recipient to deliver the Approved Purpose are fit and proper persons, where “fit and proper” means the person:

- (a) is capable of providing an adequate standard of care and/or service in relation to the Approved Purpose;
- (b) understands the needs of Consumers and their children (where relevant); and
- (c) is of good character and is suitable to be entrusted with the care of Consumers and/or the provision of services.

As part of its employment practices in respect of persons who will or will be likely to have contact with Consumers for purposes of the Approved Purpose and in determining whether they are ‘fit and proper’ persons, the Recipient must:

- (a) request from applicants personal references (which go to character) and where applicable or appropriate professional references all of which must be checked by the Recipient; and
- (b) where the Registrar will issue a registration card, relevant to the employee position, only employ persons who hold a current registration card issued under the *Registration to Work with Vulnerable People Act 2013* (Tas); or
- (c) where the *Registration to Work with Vulnerable People Act 2013* (Tas) does not apply, or it is not relevant to the employee position, obtain a police history record check from the Tasmanian Police or other State, Territory or Commonwealth enforcement Agency where the Personnel or any other person engaged by the Recipient has been employed or contracted or has lived for any period of time greater than six months.

The Recipient must provide to the Grantor at its request evidence of personal reference checks, and evidence of registration under the *Registration to Work with Vulnerable People Act 2013* (Tas) and/or evidence of police checks.

With respect to the carrying out of the Approved Purpose in relation to children, the Recipient’s process for the selection of Personnel or any other person engaged by the Recipient must be designed so that applicants are required to demonstrate the qualities and requirements in this Client Services condition 1.

The Recipient must be satisfied that any person referred to in in this Client Services condition 1 is “fit and proper” for the purpose of carrying out the Approved Purpose in relation to children. The Recipient must determine if, in respect of any such person:

- (a) there has been recorded against them any conviction in Australia or overseas of an offence involving children (including but not limited to child abuse, assault and neglect); and
- (b) there has been any action taken in Australia or overseas in respect of the protection of children who were under the guardianship or custody of the person; and

- (c) whether there have been any adverse findings or disciplinary proceedings in any previous place of employment which involved children.

The Recipient acknowledges that it is the employer of persons and may be supported by volunteers in the provision of Services. The Recipient will ensure that all staff, whether Specified Personnel, employees or volunteers, are:

- (a) appropriately qualified and skilled, and where appropriate, credentialed and registered; and
- (b) provided with adequate support, training, debriefings and directions to enable them to effectively perform their duties.

Catherine Watson

“Ash Cottage”

Lyell Highway, Ouse

Ph: 0403 549 333

Email:catherinewatson38@yahoo.com.au

Dear Mayor and Councillors,

I, Catherine Watson am requesting permission from Council for a walking track to be installed on the land at the Rec Ground in Ouse. I am participating in a Leadership Program run by Evolved Housing. In the program we are learning how to apply for a project, advertise and promote it and then implement it.

I would like to propose “Stage 2” of the Rec ground.

“Stage 2” would be a figure 8 Walking Track: 600 metres x 1.8 meters wide. (Looking at local contractors to install)

It would go around the outside of “Stage 1” and an existing corral with a cross over in the middle.

Please see map.

07/09/2022

Mayor Loueen Triffitt
Central Highlands Council
6 Tarleton Street
Hamilton TAS
7140



Dear Mayor and Councillors of the Central Highlands,

The Bothwell cricket club was re-established 7 years ago. There had not been anywhere for locals to play competition cricket for some years. Heading into our 2022/23 season the club now has 3 sides, including 2 mens and a women's team. We have been very successful over these years and hope to continue developing players in the Central Highlands municipality.

With the ongoing assistance from the Central Highlands Council, the Bothwell Cricket Club have been able to base the club out of and call the Bothwell Recreation Ground our home. The council provided funding for cricket nets which we use regularly in training sessions as well as community members being able to access these facilities.

The current cricket pitch was installed in 2015. Whilst some synthetic pitches should last 10 years, we have recently discovered upon uncovering the pitch that this one is suffering wear and tear since the club has grown from 1 team to 3 teams and has an increased usage each season. Please see attachment of photos for wear and tear to the pitch surface.

Most of the damage is on the bowling crease in both ends of the pitch. This not only affects the outcome of play during games, but it is also a huge health and safety risk due to players slipping on the surface. Luckily no one has been severely injured yet, but it is an issue that needs resolving sooner rather than later. The Bothwell Cricket Club is seeking assistance in the way of funding for the purchase and installation of a new pitch. We propose that the Central Highlands Council pay for the cost of the pitch surface and the Bothwell Cricket Club arrange installation. Please find attached copies of 2 separate quotes sought.

With the upcoming SCA season due to begin in October this needs resolving by the end of September to ensure the safety of all SCA cricket club members and members of the Central Highlands Council municipality that use the ground for recreational purposes.

Please call me to discuss further and/or to advise of your decision.

Kind Regards,

Andrew Rolls
President
Bothwell Cricket Club
0427595688

13 High Street
Bothwell
7030



Thursday 8 September 2022

Central Highlands Council

6 Tarleton Street

Hamilton TAS 7140

To Mayor + Councillors

Hello there,

The Committee of the Ouse Community Country Club (OCCC) would like to petition a request for the Central Highland's Council to consider the possibility of either donating outright, or leaving under the Community Club's care indefinitely, any mower's that may be no longer viable for Council requirements.

As you may be aware, the Ouse Community Club provides a pivotal role in the health and well-being of the Central Highlands community. This involves both the golfing and lawn bowls elements of the Club, not to mention providing an invaluable service as a social hub. This social hub not only provides community connection and comraderie through the golfing and lawn bowls activities, but also good food, cooked with love, by the volunteers that donate their time willingly to provide food they are proud of. All within a welcoming community setting. This also sits along with the cleaners, the bar staff, the grounds' keepers at the Club. All volunteers. Also, there are a number of the many quiet community members that contribute meaningfully. However, they sometimes prefer to do so anonymously. These community members all offer their time and unique expertise. Willingly, and lovingly. That 'in-kind' support that they are willing offer to do what it takes to keep the community they love and are part of ticking along.

The Ouse Community County Club would be most grateful for any assistance with equipment, if that were possible. The Club would assume full responsibility for any such equipment were that the case.

Many thanks for your consideration of the Ouse Community Country Club's request.

Yours sincerely,

A. M. Bailey

<Name, title>

CENTRAL HIGHLANDS COUNCIL AUDIT PANEL

ANNUAL REPORT TO COUNCIL

For the Year Ended 30 June 2022

Audit Panel Objectives

The objective of the Audit Panel is to provide an accountability mechanism in relation to Council's financial, compliance, risk management and internal control activities. The panel reviews the council's performance under Section 85A of the Local Government Act and reports to the council its conclusions and recommendations.

Meeting Attendance – Audit Panel Members


Meeting Date	Mr Ian McMichael (Chairman)	Clr Jim Allwright	Clr Anita Campbell	Clr A Bailey (proxy)
13 September 2021	✓	✓		✓
29 November 2021	✓	✓	✓	
28 February 2022	✓	✓	✓	✓
9 May 2022	✓	✓		✓

Summary of the Audit Panel Meetings held during 2021/22

Meeting Date	Main Agenda Items/Outcomes
13 September 2021	<ul style="list-style-type: none"> Noted the following: Statutory Financial Requirements Report Financial Reports to Council Risk Management Register Policy Review Noted 2020/2021 Draft Financial Statements CHC Audit Panel Report 30 June 2021 – Resolved that the Chair sign the report Noted Audit Strategy Recommended to Council that the Long-Term Financial Plan and Strategy and Asset Management Plan be included in discussions at the proposed future funding workshop Mr Izaak de Winter, Chartered Accountant, Premium Business Group attended by zoom and discussed his Internal Compliance Assessment Plan Review Report Resolved that officers provide a report on the pros and cons of upgrading Council's accounting software and purchase order module Noted by Panel that a few councillors had not completed a related party transaction form for the 20/21 financial year
29 November 2021	<ul style="list-style-type: none"> Noted the following: Statutory Financial Requirements Report Financial Reports to Council Risk Management Register Policy Review – noted Public Open Space Policy needs to be

	<p>reviewed by 31 December 2021</p> <ul style="list-style-type: none"> • Agreed that the Audit Panel Annual Work Plan be discussed at the February 2022 Panel meeting • Agreed that the Deputy General manager would obtain quotes for the next Internal Compliance Assessment Plan Review Report • Report on accounting software was discussed and it was agreed to keep the status quo with the Deputy General Manager to obtain quotes for the upgrade of the Microsoft Dynamics NAV (2015) software for the 22/23 budget • Noted that all related party transaction forms for the 20/21 financial year have been received. • Recommendation to Council that the minimum cash reserve of Council be set at 5% of the replacement value of all assets plus current statutory provisions. • Discussed and noted the proposed review process of local government.
28 February 2022	<ul style="list-style-type: none"> • Noted the following: Statutory Financial Requirements Report Financial Reports to Council Risk Management Register Policy Review • Updated risk register was presented to the Audit Panel and it was resolved that this be included in the agenda of the ordinary council meeting to be held in March 2022 • Noted that Mr Izaak de Winter will be attending the Hamilton office the following week to undertake the internal compliance audit • Resolved that the Tas Audit 2021 Report be included in the agenda of the ordinary council meeting to be held in March 2022 • The Chair checked with staff that Council had all required insurance policies

9 May 2022	<ul style="list-style-type: none"> Noted the following: <p>Statutory Financial Requirements Report Financial Reports to Council Risk Management Register – noted changes that have been made have been approved by Council Policy Review</p> Noted the Draft Budget 2022/2023 with a recommendation to Council that the waste costs should be recovered through the waste rate charge Mr Izaak de Winter attended the meeting by Zoom and discussed the outcomes of the Internal Compliance Assessment Plan report. Resolved that a copy of the report be included for the ordinary meeting of Council in June Tas Audit Information Session for Senior Management and Audit panel Members – Ian McMichael will be attending and David Doyle will attend via zoom Discussed current Ouse medical operations/services



I V McMichael, Chair, CHC Audit Panel

Our community in the Central Highlands ask Telstra to install a Telstra payphone in the Interlaken area of the Central Highlands to ensure a standard telephone service (STS) is accessible to all people in the Interlaken area.

[illegible]



REGIONAL
CLIMATE CHANGE
INITIATIVE

REGIONAL STRATEGY

ADAPTING TO A CHANGING
COASTLINE IN TASMANIA



OUR COASTLINE IS BEAUTIFUL!

It stretches more than 3260 km's across the 10 municipal areas from the Denison Rivulet, Glamorgan Spring Bay to Port Davey, in the Huon Valley, comprising over 40% of Tasmania's coastline. It is diverse with embayments, estuaries, open back shorelines, rocky coastlines, coastal cliffs and offshore islands that are exposed to the Indian Ocean and the Tasman Sea.

Whilst much loved by our communities, climate change is magnifying natural coastal processes, including inundation and erosion which can cause considerable damage to private and public property, industries and infrastructure. Increasingly, communities expect Councils to take a 'climate' lead in providing solutions and taking action, as well as seeking to transfer or share risk, associated with hazards and impacts. These coastal impacts, and the public's expectations, present significant challenges to local government, including potential increase in exposure to litigation, if they are not appropriately managed.

The southern Tasmanian coastal Councils recognise these challenges and that we all have a role to play in managing them. Our coastal strategy is a first step in supporting Councils to understand their role and formalize pathways for caring and protecting our coastline and coastal communities for current and future generations.



Mayor Alex Green

Chair
Southern Tasmanian Councils Authority



Deputy Lord Mayor Helen Burnet

Deputy Chair Southern Tasmanian Councils Authority
Chair Regional Climate Change Initiative

Acknowledgment

In recognition of the deep history and culture, the southern Tasmanian councils 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.

CONTENTS

STCA CHAIR FOREWORD	2
ACKNOWLEDGMENT OF COUNTRY	2
INTRODUCTION	5
1.0 INTRODUCTION	5
1.1 COASTAL USES	7
1.2 RISK MANAGEMENT	8
TASMANIAN CASE STUDY	8
<i>Example of assessing risk</i>	
2.0 PRINCIPLES	11
2.1 PUBLIC SAFETY	13
2.2 PRIVATE PROPERTY	14
2.3 LOCAL GOVERNMENT	15
2.4 LEGAL RISK AND ADAPTATION	16
PRACTICAL SCENARIO	18
<i>Provision of protective seawall</i>	
COASTAL HAZARDS	
MANAGEMENT 1960'S STYLE	19
2.5 COASTAL MANAGEMENT AND PLANNING	20
CASE STUDY	21
<i>Supporting Council climate cooperation and collaboration</i>	
2.6 COASTAL VALUES	23
3.0 RISK MANAGEMENT PROCESS	25
3.1 IDENTIFY CHALLENGES	27
3.2 DETERMINE VULNERABILITY AND RISK	29
3.3 IDENTIFY OPTIONS	30
3.4 EVALUATE OPTIONS AND MAKE A PLAN	30
3.5 TAKE ACTION	31
3.6 MONITOR AND EVALUATE	31
4.0 ENABLERS AND DECISION MAKING	33
4.1 ENABLERS	33
4.2 DECISION MAKING PATHWAYS	33
5.0 SUPPORTING RESOURCES	35
6.0 ACKNOWLEDGEMENTS	36
7.0 REFERENCES USED BY BMT AND ISI	37



Coastal access and revegetation works at Nutgrove Beach (Hobart).

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



Browns River Mouth – Kingston.

1.1 COASTAL USES

The diagram below presents a hypothetical coastline showing features subject to coastal hazards. These are numbered and described in the key. Urbanised Councils typically share many of these coastal features.

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

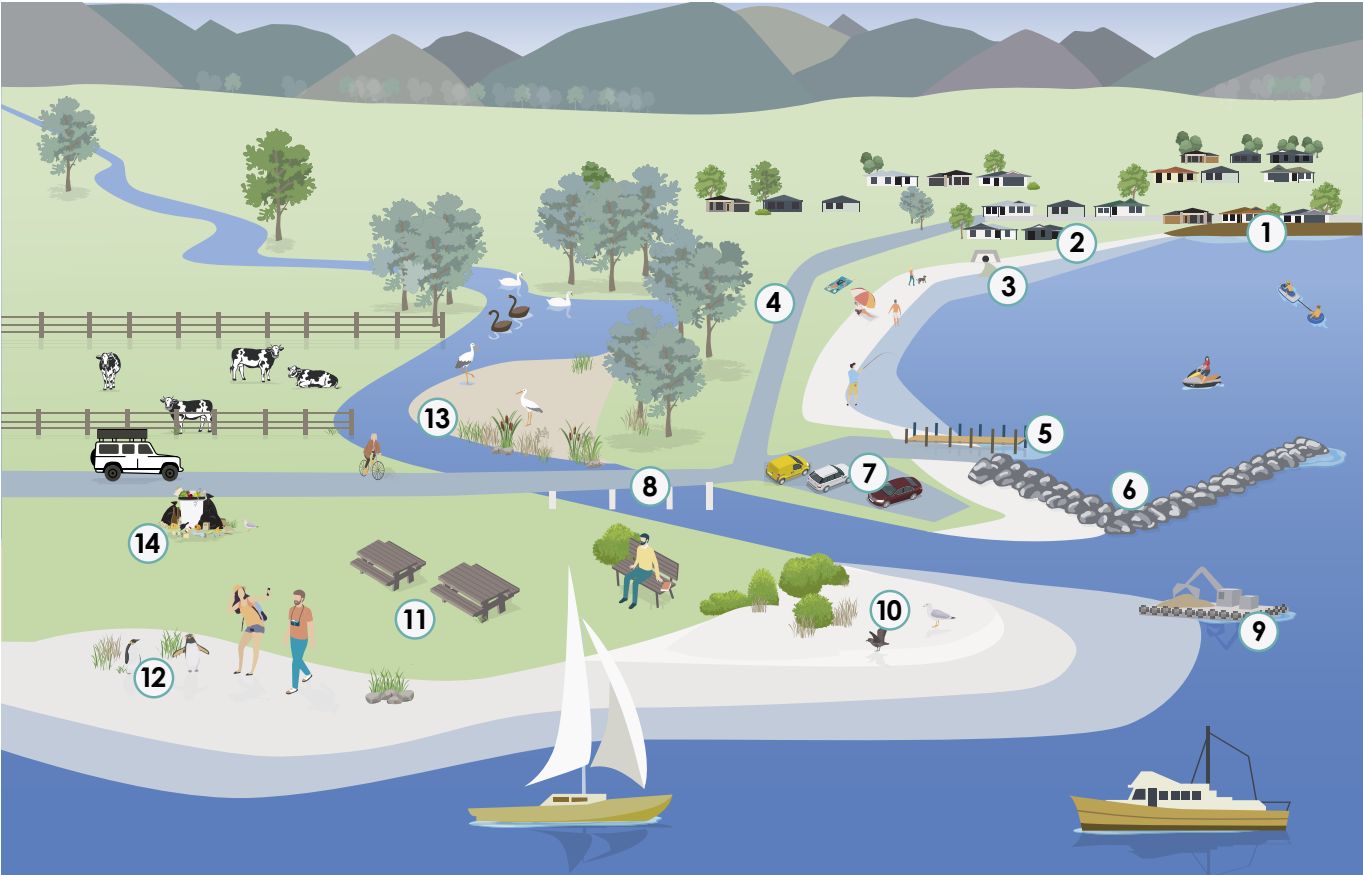


Table 1: Key to Figure 1	
1. Dwellings and other structures on erodible cliffs	8. Bridges and river/estuary crossings
2. Dwellings and other structures vulnerable to beach erosion and inundation	9. Managing sand movement and accumulation with dredging
3. Stormwater outlets and other linear infrastructure	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.

In past decades, the highway has flooded when king tides, low pressure systems

and strong easterly swells, winds and rain combine. While the highway remains at risk, the construction of a rock revetment, together with diverting the Prosser River mouth away from the beach has significantly reduced the incidence of flooding. This essential transport corridor will, however, continue to increase in vulnerability through the 21st century and beyond.

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.





Erosion of dunes at Roches Beach impacting public access infrastructure 2022 requiring urgent action by the Council to repair.
© Bruce Gibbs

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?

The Principle has been applied when Council determines the responses, to the questions, meet the intent of the Principle, and these are documented and actioned.



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?

The Principle has been applied when Council determines the responses, to the questions, meet the intent of the Principle, and these are documented and actioned.

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.³
- 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?

The Principle has been applied when Council determines the responses, to the questions, meet the intent of the Principle, and these are documented and actioned.

³ Services' include natural values and associated ecosystem and social services (e.g., public amenity of natural areas).

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?

The Principle has been applied when Council determines the responses, to the questions, meet the intent of the Principle, and these are documented and actioned.

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

Considerations for protective coastal responses



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.

Changing Coastal Hazard Management



Graham Howard (pictured 2012) designed and supervised the construction of the Kingston Beach Seawall in 1960 after a catastrophic coastal erosion event that saw over 30,000 cubic meters of sand lost from the beach.

The Kingston Beach seawall, above, was constructed in the 1960s in response to severe erosion from a storm. At the time it was considered good practice for managing coastal erosion. Current day best practices use natural 'soft' engineered solutions such as beach nourishment, sand bagging, beach replenishment and dune rehabilitation that can be seen in the recent Tyndall Beach coastal protection works, below.



Soft engineering works comprising of plantings of native coastal species and low scale revetments to stabilise dune at the mouth of Browns River, Tyndall Beach 2021.

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 areas identified as risky or hazardous, and can then be applied to statutory planning decisions.⁵
- 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?

The Principle has been applied when Council determines the responses, to the questions, meet the intent of the Principle, and these are documented and actioned.

⁵ Formal development planning resources and tools include Planning Schemes, Codes, and Coastal Hazards Mapping



Sandbags provide interim protection for 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.

Coastal land use and development is guided by the requirements of the State Coastal Policy 1996, Regional Land Use Strategies, the Tasmanian Planning Scheme (or other interim Schemes), along with associated Local Area Provisions and Special Area Plans with their supporting Codes and hazard maps.

Landowners can seek development approval for coastal protection works, such as sea walls. Any such application is subject to specific planning rules under the Codes, however structures on the mobile fore-dune are prohibited.

There are Codes for coastal erosion and inundation. The hazard maps that support the Codes show zones of high, medium and low hazard. Any development application for coastal protection works within hazard areas must meet relevant performance criteria to be approved.

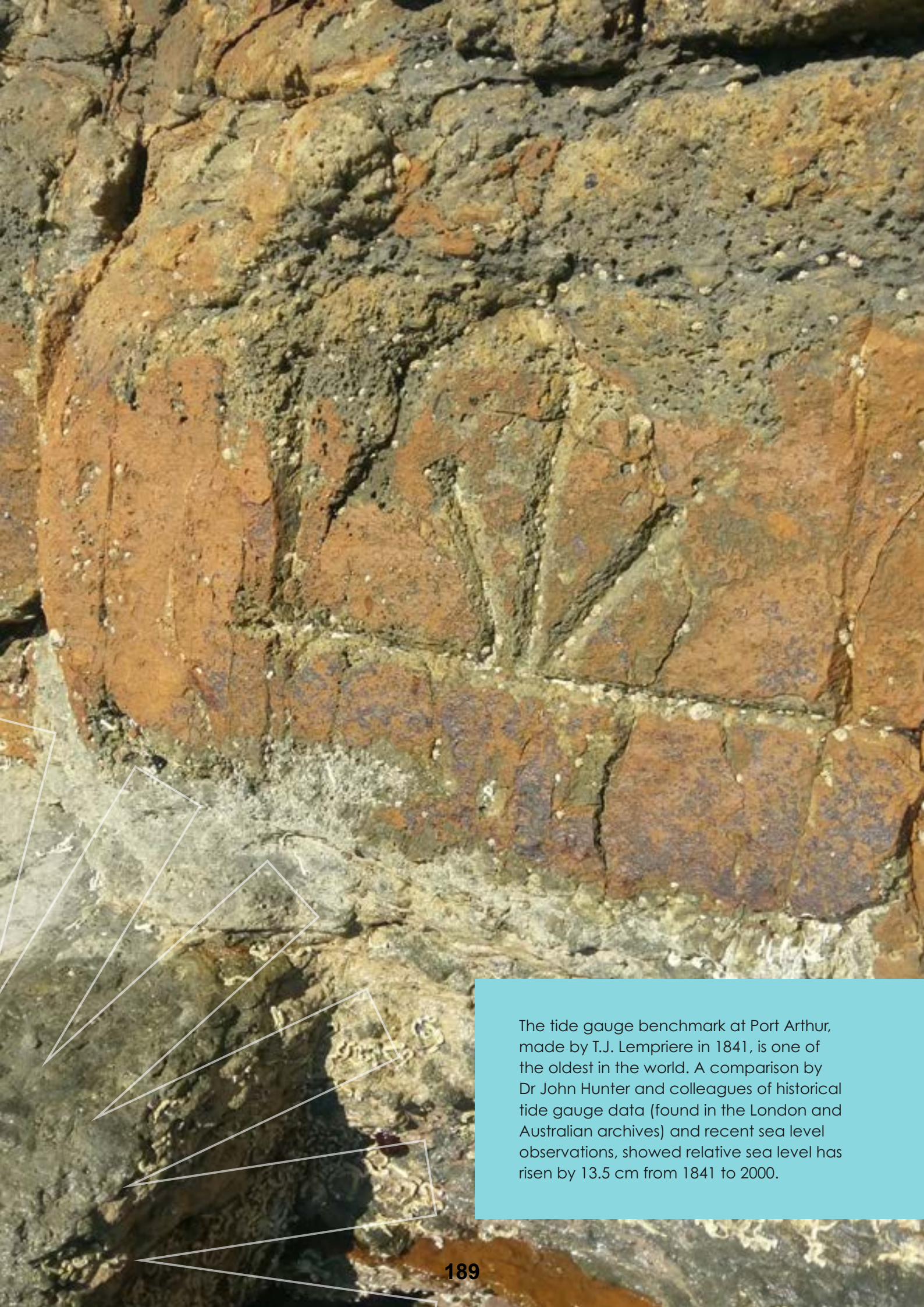
All planning authorities have access to the Codes and associated hazard maps.

These are used to guide decisions about individual applications for land use and development in the coastal hazard area.

In situations where an application to develop a protection structure on public land managed by Council or the Crown is proposed, Council or Crown consent is required. When the Codes are triggered for proposed coastal protection works, advice from specialist coastal engineering consultants is required to address the high risk of impacts on neighbours or natural assets such as a beaches.

Extensive national and international experience with sea walls has demonstrated that wave energy concentrates below and at the ends of a structure. The erosion is not prevented but instead moves to the next vulnerable area.

The specialist's report must demonstrate that proposed coastal protection structures will not increase erosion risk to adjacent land or public infrastructure. Additionally, arrangements need to be made to meet the cost of construction and ongoing maintenance of the coastal protection works.



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 and cultural values, including Aboriginal heritage, will be recognised when responding to coastal hazards.
- 2.6 (b) Coastal hazards management will consider the impact of any action or inaction on ecological and heritage values. This requires sound contemporary understanding of the values present and an integrated approach to managing them and the hazard
- 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 and compliance with legislative requirements.

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:

Are the full range of values present and their susceptibility to climate change well-understood, without further investigation?

Given the values present, is the Council fully informed of all relevant State and Federal policies and protections? If permits are required, have they been obtained?

Has consideration been given to the possible adverse effects of hazards management on the values and how adverse effects can avoided or mitigated?

The Principle has been applied when Council determines the responses, to the questions, meet the intent of the Principle, and these are documented and actioned.

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 Aboriginal 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.

Aboriginal and cultural heritage expertise and advice can be sought from a range of Government Agencies, including Department of Natural Resources and Environment; Department of Premier and Cabinet, 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.



3.0 RISK MANAGEMENT PROCESS

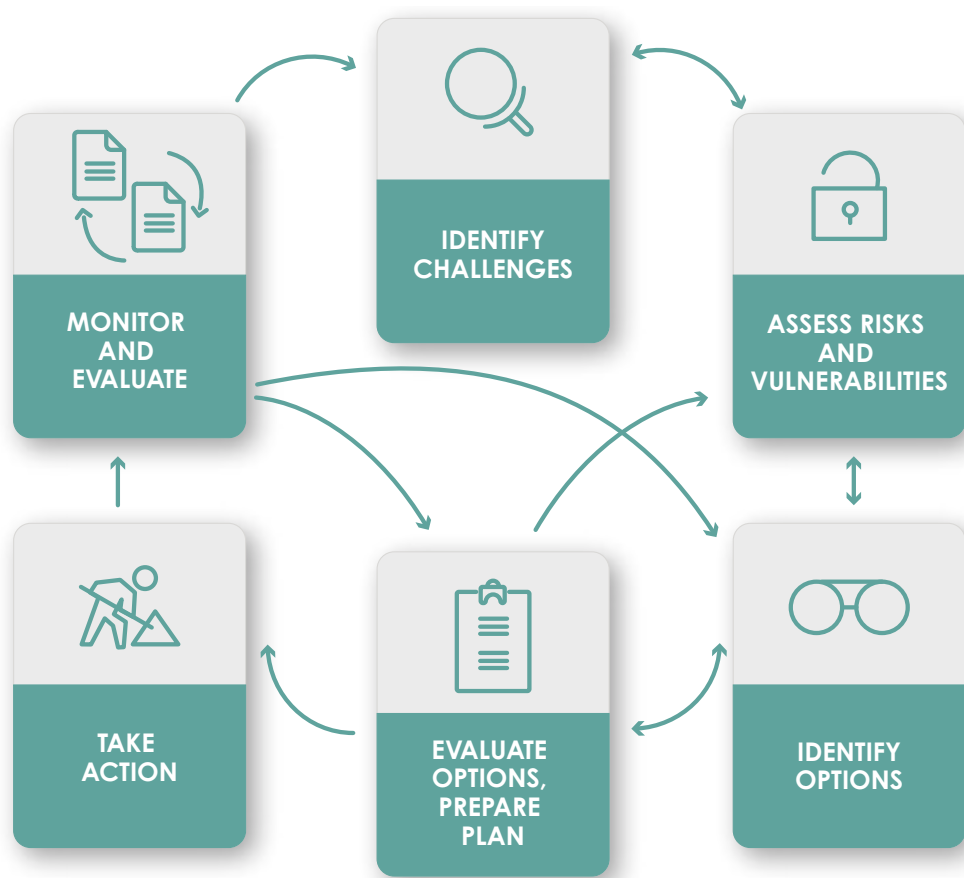
Current global leading practice in climate change adaptation recommends taking a risk-based approach. Understanding and managing risk are key elements incorporated in the principles for adaptation. Risk based approaches to adaptation include understanding the vulnerability of an area, asset or activity, 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)



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



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.



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-affects 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.



Coastal protection works at Nutgrove Beach, Hobart, to enable dune stabilization with coastal vegetation.

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.

Case Study

Supporting Council climate cooperation and collaboration



Natural coastal processes occur within and across municipal Council boundaries. Cooperation and collaboration between Councils supports the building of a community of practice from lessons learned and experience accumulated. Also, actions taken by one Council to manage coastal hazards may impact another Council's coastal assets, infrastructure people or property. The STCA's climate program, the Regional Climate Change Initiative (RCCI), supports Council cooperation and collaboration, not only in coastal matters but also 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 for 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 increased natural disasters and to the transition to a low carbon economy.
- **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

4.2 DECISION MAKING PATHWAYS

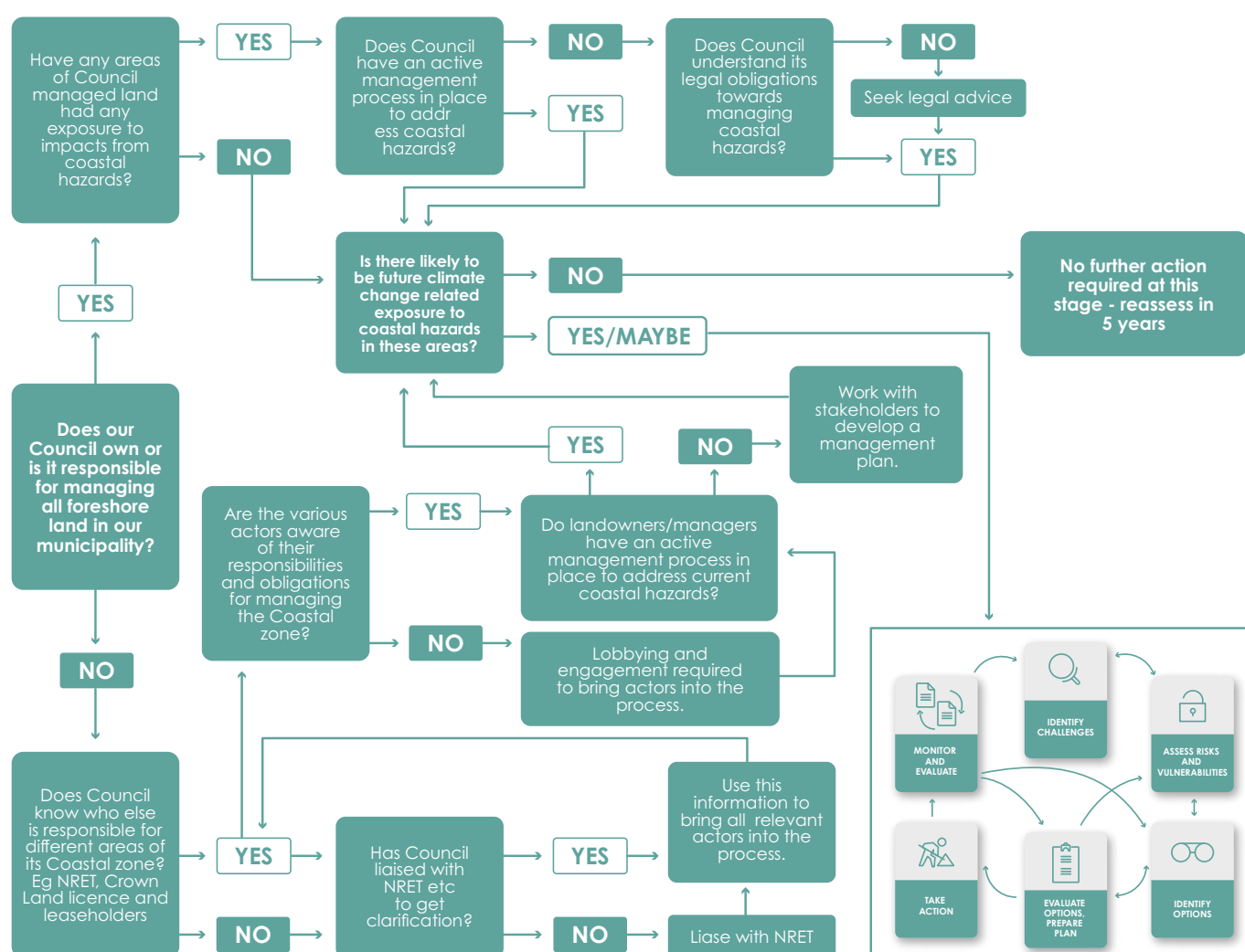
A simple process can be followed to determine Council's exposure and possible responses. This process is most appropriate for Councils beginning their adaptation journey. Those with more mature processes may find the flow diagram useful only to verify their system.

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 coastal hazards management 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 coastal hazards.

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. (Note legislative requirement when considering coastal matters).
- 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
- Impact of sea level rise on coastal natural values in Tasmania, (DPIPWE 2015).

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 for 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 were instead used.

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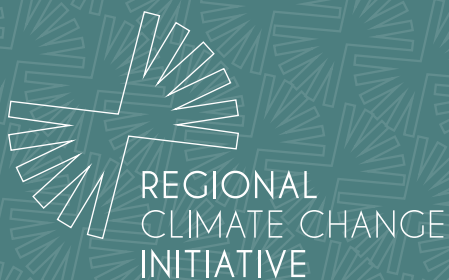
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REGIONAL CLIMATE CHANGE INITIATIVE

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.

It was endorsed by the STCA Board on 23 May 2022.

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

26 August 2022

REGIONAL COASTAL STRATEGY ADAPTING TO A CHANGING TASMANIAN COASTLINE

On behalf of the Southern Tasmanian Councils Authority, and the Regional Climate Change Initiative, I am pleased to provide the *Regional Strategy – adapting to a changing Tasmanian coastline*. The Strategy was endorsed by the STCA in May, after which it underwent minor edits, based on feedback received that helped to clarify and strengthen its overall intent.

The STCA recognises the challenges to local government in responding to climate coastal risks and the need for clear guidance and coordination for a consistent approach to support our management and responses. As such, whilst the Strategy is an initiative of the STCA's climate program, it is of relevance to all councils that share in Tasmania's coastline. The Regional Strategy provides a starting place for our management of increasing coastal risks and hazards from climate change.

The Strategy's Coastal Principles promote transparency and consistency specific to the key roles and responsibilities of Tasmanian councils. They cover coastal values, public safety and private property, and define the role of councils and how councils manage the areas of coast falling under their responsibility. Importantly, the Coastal Principles are not prescriptive, enabling flexibility for councils to develop responses that suit their local coastal issues and resources.

The Regional Coastal Strategy facilitates the application by councils of its Principles through a Risk Management approach to prepare coastal response plans. As Deputy Lord Mayor I am pleased to advise that the City of Hobart has endorsed the use of the Strategy's principles to inform the development of our responses to managing coastal impacts, and to engage with our local coastal communities to assist them to understand local impacts and identify key values.

I do hope that you find the Strategy of value and practical benefit. If you would like further information, please contact Katrina Graham, Senior Climate Officer & RCCI Coordinator at E: grahamk@hobartcity.com.au or M: 0407 663 355.

Yours sincerely



Deputy Lord Mayor Helen Burnet

CHAIR

REGIONAL CLIMATE CHANGE INITIATIVE

DEPUTY CHAIR

SOUTHERN TASMANIAN COUNCILS AUTHORITY



1 August 2022

Central Highlands Council
PO Box 20
HAMILTON TAS 7140

Dear Cr Loueen Triffitt and Central Highlands Council Councillors
CC Ms Lyn Eyles

I write today to warmly invite Council to join the increasing number of local councils around Australia who have become supporters of EveryAGE Counts which is Australia's national coalition and grassroots movement to end ageism.

Ageism is stereotyping, discrimination and mistreatment based solely on age. All Australian Governments have recognised that ageism is widespread, highly tolerated and has devastating impacts – on individuals, our communities and economy.

We ask that you formally draw our letter to the attention of Council for its consideration and invite any interested councillor to be in contact if they require further information or if you require a briefing for the entire Council.

We can assure you that we are strictly non-party political and indeed enjoy cross party support. Our national coalition is comprised of many members including Council on the Ageing Australia, National Seniors. You can read further information on our work and our support in local communities on our website everyagecounts.com.au

We have already received strong support from numerous local government authorities for our work including the full backing of the Municipal Association of Victoria and have engaged with many local councils at the Australian Local Government Association Conferences. We seek the backing of your Council for our work because it will send a strong message of support and inclusion from Council to your local communities that all people living within your local government area are valued and respected.

We have been especially delighted by the creative ways other local councils have used our resources and developed their own initiatives to end ageism.

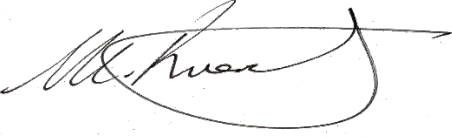
You will note on our website at <https://www.everyagecounts.org.au/councils> that we have a dedicated place to highlight the work of local councils. We would love to include you on that list and showcase your activities to the wider Australian community. You will also see on the website a draft motion of support that we ask that Council consider.

Councillors may also be interested to know that Ageism Awareness Day is coming up on 7 October. More information can be found at https://www.everyagecounts.org.au/aad_2022. We are developing some exciting new resources and it will be a great opportunity to bring people together to challenge ageism.

Attached you will find all the relevant information regarding our campaign and a membership agreement form. I have copied in Monica Rutte who will be able to assist Councils with their membership application

I would of course be more than happy to discuss any questions you may have. Thank you and I look forward to hearing from you!

Yours in building an Australia without ageism,

A handwritten signature in black ink, appearing to read 'M. Krasovitsky', with a large, sweeping flourish extending to the right.

Dr Marlene Krasovitsky
Co-chair and Director
EveryAGE Counts



Changes to Bureau of Meteorology flood classification levels for Tasmania Southern region

The Bureau has updated flood classification levels at 8 areas in Tasmania to improve community flood warnings.

The changes respond to recommendations made in the Blake Report (2017) from the independent *Review into the Tasmanian Floods in June and July 2016*.

Across Australia, the Bureau uses a three-level scheme that classifies flooding as minor, moderate or major at key river height stations. Classification levels at each station are decided through consultation with local community and emergency partners and defined by the water level that causes certain impacts.

We have updated the river height for flood classification levels in the following locations:

- North West region
 - Mersey River
 - Forth River
- Northern region
 - Macquarie River
 - North Esk River
 - South Esk River
- Southern region
 - Derwent River and Jordan River catchments
 - Huon River

Derwent River and Jordan River catchments

Forecast location 1: Ashton (river height in metres)

Flood level	Minor	Moderate	Major
Was	2.4	n/a	n/a
Now	2.4	3.2	4.5

Forecast location 2: 3B Weir (replacing Ouse as a forecast location) (river height in metres)

Flood level	Minor	Moderate	Major
Was	4.0	5.2	5.7
Now	3.0	3.7	4.3

Forecast location 3: Jordan River at Mauriceton (river height in metres)

Flood level	Minor	Moderate	Major
Was	0.9	2.0	2.5
Now	n/a	2.0	2.5



Derwent River and Jordan River catchment areas.

Huon River

Forecast location 1: Tahune Bridge
(river height in metres)

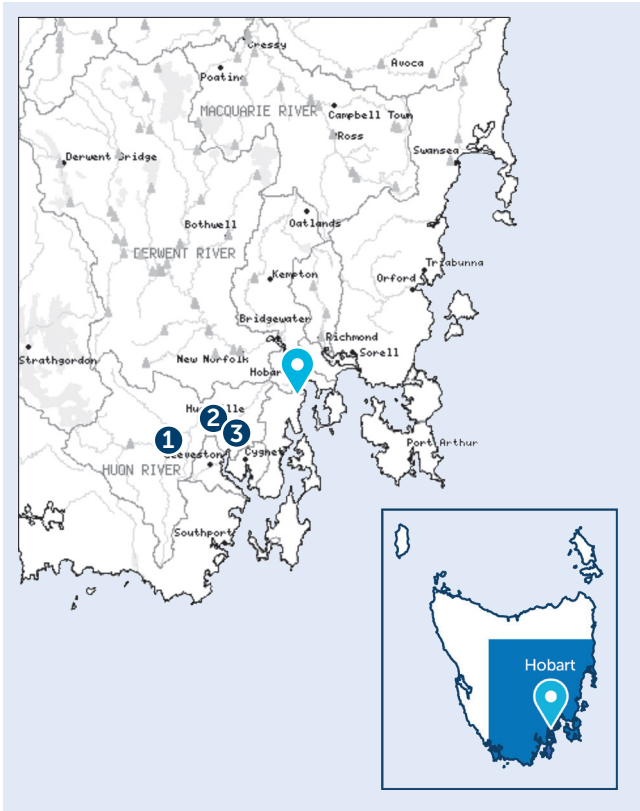
Flood level	Minor	Moderate	Major
Was	4.0	n/a	n/a
Now	4.0	5.0	6.3

Forecast location 2: Judbury (river height in metres)

Flood level	Minor	Moderate	Major
Was	4.0	6.0	7.0
Now	4.0	5.3	6.0

Forecast location 3: Huonville (river height in metres)

Flood level	Minor	Moderate	Major
Was	3.0	3.8	4.2
Now	3.0	3.6	4.0



Huon River catchment area.

Stay up to date

Keep up to date with any flood warnings through the Bureau’s website and the BOM Weather app.



Huon River, Tasmania.

FIND OUT
MORE

More information including the updated flood classification levels are in the *Service Level Specification for Flood Forecasting and Warning Services for Tasmania* on the Bureau website
bom.gov.au/tas/flood/TAS_SLS_Current.pdf



TW CM ref: 22/51818

8 August 2022

Owner's Representative

Via email

Dear Owner's Representative

Appointment of Proxy for ORG General Meeting – November 2022

As noted at the Owners' Representatives Group General Meeting (Planning) on 30 June, TasWater is required to hold its General Meeting (Reporting) by no later than 30 November 2022. The primary purpose of this meeting is to receive the FY2021/22 Annual Report, inclusive of the financial statements.

The meeting is currently scheduled for 9 November 2022. However, with local government elections in October, it is possible that your Council may not have had the opportunity to convene its first meeting and deal with matters such as the appointment of its Owner's Representative prior to that date.

To ensure that a quorum is in attendance and the meeting can proceed, we are recommending that each Council appoints its General Manager as a proxy if this has not already occurred. This will ensure that your Council is able to vote on matters at the General Meeting.

If your Council can convene a meeting and appoint its Owner's Representative following the outcome of the elections, you will still be entitled to one vote at the General Meeting. If your new Owner's Representative attends the General Meeting, he/she will have authority to vote on behalf of Council in preference to any other proxyholder (including the General Manager), regardless of whether another proxyholder is also in attendance.

Your Council may wish to consider whether any appointment of the General Manager as proxy is made for the scheduled meeting only, or on an ongoing basis (i.e. a standing proxy). A form for either option is included with this letter.

Alternatively, you can advise of the appointment of a proxy via email to governance@taswater.com.au. If possible, it would be useful to have proxies in place prior to Council moving into 'caretaker' mode prior to the elections.

If you have any queries about the recommendation, or wish to discuss further, please contact me directly on 0437 881 672 or via email at ailsa.sypkes@taswater.com.au.

Yours faithfully

A handwritten signature in blue ink, appearing to be "Ailsa Sypkes".

Ailsa Sypkes

Company Secretary

Tasmanian Water & Sewerage Corporation Pty Ltd
GPO Box 1393 Hobart Tas 7001
Email: enquiries@taswater.com.au
Tel: 13 6992

ABN: 47 162 220 653



STANDING FORM OF PROXY

I, **[name of Owner's Representative]**, of **[name of Council]**, being a member of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) hereby appoint **[name of Council]'s General Manager** as our proxy to vote for and on our behalf at any General Meeting of the Corporation held, and at any adjournment of such General Meeting, in the absence of Council's duly appointed and then current Owner's Representative.

This proxy shall remain in place until revoked in writing.

Our proxy is authorised to exercise all of our voting rights. If no directions are given, our proxy may vote or abstain as the proxy thinks fit.

DATED this day of 2022

.....

[name]

Owner's Representative

Important Notes:

In accordance with Section 6.9 of the Corporation's Constitution, each member has the right to appoint a proxy to act on its behalf. The proxy need not be a member of the Corporation. A member may also appoint a body corporate as its proxy and that body corporate may appoint a representative to exercise the powers of the body corporate on behalf of the member.

This proxy form should be signed and (where applicable) any power of attorney or a certified copy attached to this form and returned to the Company Secretary at the Corporation's registered office or via email to ailsa.sypkes@taswater.com.au.

To be effective, a proxy must be received by the Corporation at least 48 hours before the commencement of a General Meeting.