

AGENDA ATTACHMENTS

17 AUGUST 2021

ORDINARY COUNCIL MEETING

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Central Highlands Council

MINUTES – ORDINARY MEETING – 20 July 2021

Minutes of an Ordinary Meeting of Central Highlands Council held at Hamilton Hall, Hamilton, on Tuesday 20th July 2021, 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 (attended at 9.10), 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 – Leave of Absence

5.0 PECUNIARY INTEREST DECLARATIONS

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

6.0 CLOSED SESSION OF THE MEETING

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

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

Moved: Cllr J Honner

Seconded: Cllr A 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	Local Government (Meeting Procedures) Regulations 2015
1	Confirmation of the Minutes of the Closed Session of the Ordinary Meeting of Council held on 15 June 2021	Regulation 15 (2)(g) – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
2	Confidential Matter – Legal Advice	Regulation 15 (2)(g) – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
3	Confidential Matter – Legal Advice	Regulation 15 (2)(g) – information of a personal and confidential nature or information provided to Council on the condition it is kept confidential
4	Consideration of Matters for Disclosure to the Public	Regulation 15 (8) - While in a closed meeting, the Council, or Council Committee, is to consider whether any discussions, decisions, reports or documents relating to that closed meeting are to be kept confidential or released to the public, taking into account privacy and confidentiality issues

CARRIED

FOR the Motion

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

6.1 MOTION OUT OF CLOSED SESSION**Moved:** Cllr J Honner**Seconded:** Cllr S Bowden**THAT** the Council:

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

Item Number	Matter	Outcome
1	Confirmation of the Minutes of the Closed Session of the Ordinary Meeting of Council held on 15 June 2021	Minutes of the Closed Session of the Ordinary Meeting of Council held on 15 June 2021 were confirmed
2	Confidential Matter – Legal Advice	The matter was discussed and Council staff to action Council's decision
3	Confidential Matter – Legal Advice	Council noted the legal advice received and reporting to be undertaken

4	Consideration of Matters for Disclosure to the Public	Matters were considered
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CARRIED**FOR the Motion**

Mayor L Triffitt, Deputy Mayor J Allwright, Cllr A Archer, Cllr A 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

- 10.00 – 10.30 Alex Heroys - Destination Southern Tasmania - presentation on the benefits of being a member and what assistance there is for local tourism businesses within the Central Highlands.
- 10.30 – 11.00 Anthony McConnon - SCS Workforce Development Co-ordinator – overview on opportunities for retraining, upskilling and develop pathways. Working with schools, local businesses and other stakeholders.
- Lachlan West – Wool Industry – Workforce Development Project Manager – brief overview on plans to recruit, train and retain shearers and shed hands.

7.1 PUBLIC QUESTION TIME

Mr Ron Sonners attended the meeting at 10.15 and gave a brief outline of work done at St Mary's cemetery – Gretna and St Peters church at Hamilton. Mr Sonners thanked Council on behalf of the Anglican Parish for the continued ground maintenance carried out at the cemeteries.

Mr Sonners congratulated Council on road works carried out on Pelham Tier.

8.0 MAYORAL COMMITMENTS

- 10 June 2021 Bothwell Cemetery Committee meeting
- 15 June 2021 Ordinary Council Meeting, Bothwell
- 16 June 2021 Business of Council
- 18 June 2021 Business of Council
- 19 June 2021 Ratepayer phone call
- 22 June 2021 Business of Council
- 23 June 2021 Business of Council
- 24 June 2021 Business of Council
- 24 June 2021 Meeting with General Manager and Deputy General Manager
- 25 June 2021 Community member phone call
- 28 June 2021 South Central Sub-Committee meeting, Brighton
- 29 June 2021 Business of Council
- 30 June 2021 LGAT AGM Webinar
- 01 July 2021 Central Highlands Visitor Centre Committee Meeting
- 01 July 2021 Business owner phone call
- 02 July 2021 Community member phone call

03 July 2021	Business of Council
05 July 2021	Ratepayer calls x 2
06 July 2021	Ratepayer calls x 4
07 July 2021	Meeting Audit Tas, Bothwell
07 July 2021	Meeting with ratepayer
07 July 2021	Deputy Mayor phone call
08 July 2021	Councillor phone call
09 July 2021	NAIDOC Week – morning tea Ash Cottage
09 July 2021	Red Cross lunch, Hamilton
12 July 2021	Onsite Meeting Tarraleah
13 July 2021	Planning Committee meeting

8.1 COUNCILLOR COMMITMENTS

Deputy Mayor Allwright

15 June 2021	Ordinary Council Meeting, Bothwell
24 June 2021	Tas Water General Meeting, Launceston
12 July 2021	Tarraleah inspection
13 July 2021	Planning Committee Meeting

Clr A Campbell

15 June 2021	Ordinary Council Meeting, Bothwell
30 June 2021	HATCH presentation at Bothwell golf club to Bothwell school students - learn to play golf program
01 July 2021	Visitor Centre Meeting, Bothwell, to discuss Bothwell bicentenary.

Clr R Cassidy

15 June 2021	Ordinary Council Meeting, Bothwell
13 July 2021	Planning Committee Meeting

Clr J Honner

15 June 2021	Ordinary Council Meeting, Bothwell
01 July 2021	Visitor Centre Meeting
12 July 2021	Onsite Meeting Tarraleah
13 July 2021	Planning Committee Meeting

STATUS REPORT COUNCILLORS

Item No.	Meeting Date	Agenda Item	Task	Councillor Responsible	Current Status	Completed Date
3	18-Feb-20	16.5	Cattle Hill Wind Farm Community Fund Committee	Mayor Triffitt, Clr Campbell & Clr Honner	On going to provide Council with updates each Council meeting	

8.2 GENERAL MANAGER'S COMMITMENTS

09 June 2021	Meeting Insurance broker
10 June 2021	Cemetery Committee Meeting
15 June 2021	Council Meeting
28 June 2021	South Central Sub-Committee meeting
30 June 2021	LGAT AGM Webinar
01 July 2021	Central Highlands Visitor Centre Committee Meeting
07 July 2021	Meeting Audit Tas
07 July 2021	Meeting Mayor and Beth Poore
12 July 2021	Onsite Meeting Tarraleah
13 July 2021	Planning Committee meeting

8.3 DEPUTY GENERAL MANAGER'S COMMITMENTS

15 June 2021	Council Meeting
22 June 2021	Container Refund Scheme Local Government Webinar
28 June 2021	Right to Information Training
30 June 2021	LGAT AGM
12 July 2021	Tarraleah on-site meeting
13 July 2021	Municipal Recovery Coordinators Monthly Meeting
16 July 2021	Black Summer Bushfire Recovery Grant workshop

9.0 NOTIFICATION OF COUNCIL WORKSHOPS HELD

Nil

9.1 FUTURE WORKSHOPS

Bothwell Bi-Centenary working group workshop – 4 August 2021 at the Bothwell Town Hall at 10.00am.

10.0 MAYORAL ANNOUNCEMENTS

Correspondence from Federal Government – re Black Summer Bushfire Recovery Grants – see agenda item 17.13

11.0 MINUTES

11.1 RECEIVAL DRAFT MINUTES ORDINARY MEETING

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT the Draft Minutes of the Open Council Meeting of Council held on Tuesday 15th June 2021 be received.

CARRIED

FOR the Motion

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

11.2 CONFIRMATION OF MINUTES ORDINARY MEETING

Moved: Clr S Bowden

Seconded: Clr J Honner

THAT the Minutes of the Open Council Meeting of Council held on Tuesday 15th June be confirmed.

CARRIED

FOR the Motion

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

11.3 RECEIVAL DRAFT MINUTES OF THE BOTHWELL CEMETERY COMMITTEE MEETING

Moved: Cllr J Honner

Seconded: Cllr J Poore

THAT the Draft Minutes of the Bothwell Cemetery Committee held on 10th June 2021 be received.

CARRIED

FOR the Motion

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

11.4 RECEIVAL DRAFT MINUTES OF THE CHVCMC MEETING

Moved: Cllr J Honner

Seconded: Cllr R Cassidy

THAT the Draft Minutes of the CHVCMC held on 1st July 2021 be received.

CARRIED

FOR the Motion

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

11.5 RECEIVAL DRAFT MINUTES OF THE PLANNING COMMITTEE MEETING

Moved: Deputy Mayor J Allwright

Seconded: Cllr J Poore

THAT the Draft Minutes of the Planning Committee Meeting held on 13 July be received.

CARRIED

FOR the Motion

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

12.0 BUSINESS ARISING:

- 15.1 Correspondence sent by Development & Environmental Services Manager;
- 15.2 Correspondence sent by Development & Environmental Services Manager;
- 15.3 Correspondence sent by Development & Environmental Services Manager;
- 15.4 Correspondence sent by Development & Environmental Services Manager;
- 16.1 Correspondence sent by Works and Service Manager;
- 17.2 Correspondence sent by Deputy General Manager;
- 17.3 Correspondence sent by Deputy General Manager;
- 17.5 Correspondence sent by General Manager;
- 17.6 Correspondence sent by General Manager;
- 17.8 Correspondence sent by Deputy General Manager;
- 17.10 Correspondence sent by Deputy General Manager;
- 17.13 Correspondence sent by Deputy General Manager;
- 17.14 Correspondence sent by Deputy General Manager.

13.0 DERWENT CATCHMENT PROJECT REPORT

Moved: Deputy Mayor J Allwright

Seconded: Cllr J Honner

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 Bailey, Cllr S Bowden, Cllr R Cassidy, Cllr J Honner, Cllr J Poore

14.0 FINANCE REPORT

Moved: Cllr R Cassidy

Seconded: Deputy Mayor J Allwright

THAT the Finance Reports be received.

CARRIED

FOR the Motion

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

Mr Damien Mackey (Planning Consultant SMC) attended the meeting at 11.00

Mr G Rogers attended the meeting at 11.05

15.0 DEVELOPMENT & ENVIRONMENTAL SERVICES

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

Moved: Cllr J Honner

Seconded: Cllr R Cassidy

THAT the Development & Environmental Services Report be received.

CARRIED

FOR the Motion

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

15.1 DA2021/21: REORGANISATION OF BOUNDARIES ; 9 MARRIOTTS ROAD, ELLENDALE

Moved: Deputy Mayor J Allwright

Seconded: Cllr R Cassidy

THAT Council approve in accordance with option 1:

1. Approve in accordance with the Recommendation:-

In accordance with section 57 of the Land Use Planning and Approvals Act 1993 the Planning Authority **Approve** the Development Application DA2021/21 Reorganisation of Boundaries at 9 Marriotts Road, Ellendale CT 197616/1 and CT 209350/1, subject to conditions in accordance with the Recommendation.

Recommended Conditions

General

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

Services

- 3) Property services must be contained wholly within each lots served or an easement to the satisfaction of the Council's Municipal Engineer or responsible authority.
- 4) 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.

Easements

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

Covenants

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

Access

- 7) A separate vehicle access must be provided from Dillons Road to Lot 1. Accesses must be constructed in accordance with the standards shown on standard drawings SD-1009 *Rural Roads - Typical Standard Access* and SD-1012 *Intersection and Domestic Access Sight Distance Requirements* prepared by the IPWE Aust. (Tasmania Division) and to the satisfaction of Council's Municipal Engineer.

Final plan

- 8) A final approved plan of survey and schedule of easements as necessary, together with one copy, must be submitted to Council for sealing. The final approved plan of survey must be substantially the same as the endorsed plan of subdivision and must be prepared in accordance with the requirements of the Recorder of Titles.
- 9) A fee of \$210.00, or as otherwise determined in accordance with Council's adopted fee schedule, must be paid to Council for the sealing of the final approved plan of survey.

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

Construction amenity

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

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

The following advice applies to this permit:

- a) This permit does not imply that any other approval required under any other legislation 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.
- c) Council Officers note the recommendations to property CT167017/1 of the Bushfire Hazard Report. It is advised that the owner undertake the upgrades as per 4.0 Recommendations of the Bushfire Hazard Report.

CARRIED

FOR the Motion

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

15.2 DRAFT CENTRAL HIGHLANDS LOCAL PROVISIONS SCHEDULE – FORMAL NOTIFICATION FROM THE TASMANIAN PLANNING COMMISSION

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT:

- 1) The Section 35 Notice issued by the Tasmanian Planning Commission dated 23 June 2021 be received; and
- 2) Council endorse the changes to the Supporting Report as detailed.

CARRIED 7/1

FOR the Motion

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

AGAINST the Motion

Clr S Bowden

Mr Damien Mackey (Planning Consultant SMC) left the meeting at 11.20

15.3 BOTHWELL CEMETERY COMMITTEE: TERMS OF REFERENCE

The Terms of Reference for the Bothwell Cemetery Committee was reviewed by the Committee at a Meeting held on Thursday 10th June 2021.

The amended draft Terms of Reference are attached for Council's approval.

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT the Terms of Reference for the Bothwell Cemetery Committee, amended on 10th June 2021, be approved.

CARRIED

FOR the Motion

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

15.4 ROAD NAMING – WILBURVILLE

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT this item be deferred.

CARRIED

FOR the Motion

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

15.5 COVID 19 VACCINATION UPDATE**NOTED****15.6 HAMILTON SEWAGE TREATMENT PLANT UPGRADE****NOTED***Mr J Branch attended the meeting at 11.51***15.7 EXHIBITION OF SOUTHERN MIDLANDS DRAFT LOCAL PROVISIONS SCHEDULE****NOTED****15.8 BOTHWELL RECREATION GROUND**

Discussed and noted

*Mayor L Triffitt called 'point of order' and asked Cllr R Cassidy to leave the room**Cllr R Cassidy left the meeting at 12.05***15.9 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
2021 / 00051	M A McSorley & S Newland	269 Bradys Lake Road, Bradys Lake	Outbuilding
2021 / 00049	D J Mosley	34 Johnsons Road, Miena	Dwelling & Outbuilding

PERMITTED

DA NO.	APPLICANT	LOCATION	PROPOSAL
2021 / 00056	Telstra Corporation	Lot 1 Lake Repulse Road, Ouse	Upgrade to Existing Telecommunication Facility

DISCRETIONARY

DA NO.	APPLICANT	LOCATION	PROPOSAL
2021 / 00047	Tim Penny Architecture & Interiors	37-39A Patrick Street, Bothwell	Additions to Existing Building & New Outbuilding
2021 / 00043	J I Triffett	32 Patrick Street, Bothwell	Outbuilding (Retrospective)
2021 / 00044	P G W Hayes	7446 Highland Lakes Road, Miena	Change of Use - Outbuilding to Distillery

ANIMAL CONTROL**IMPOUNDED DOGS**

No dogs have been impounded over the past months.

STATISTICS AS OF 14 July 2021**Registrations**

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

2021/2022 renewal have been issued.

- Number of Dogs Currently Registered - 337
- Number of Dogs Pending Re-Registration – 587

Kennel Licences

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

2021/2022 Renewal have been Issued.

- Number of Licenses Issued –10
- Number of Licences Pending – 18

COMMUNITY NOTICE BOARD – HAMILTON - UPDATE**NOTED**

Mayor L Triffitt vacated the chair at 12.10

Deputy Mayor J Allwright took the chair 12.10

Mayor L Triffitt resumed the chair at 12.13

Mr G Rogers left the meeting at 12.13

Clr Cassidy returned to the meeting at 12.13

16.0 WORKS & SERVICES

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT the Works & Services Report be received.

CARRIED

FOR the Motion

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

16.1 BLACK SNAKE LANE BRIDGE – PHOTOS

NOTED

Mr J Branch left the meeting at 12.20

17.0 ADMINISTRATION

17.1 REMISSIONS UNDER DELEGATION

Moved: Clr J Honner

Seconded: Clr A Bailey

THAT the Remissions 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 Bailey, Clr S Bowden, Clr R Cassidy, Clr J Honner, Clr J Poore

17.2 SAFER RURAL ROADS PROGRAM – ELLENDALE ROAD

Moved: Clr A Bailey

Seconded: Deputy Mayor J Allwright

THAT the General Manager be authorised to sign and seal the Deed of Variation for the Safer Rural Roads Program – Ellendale Road.

CARRIED

FOR the Motion

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

17.3 MOTIONS FOR LGAT GENERAL MEETING, 5 AUGUST 2021

LGAT will be holding its General Meeting on Thursday 5 August 2021 at Wrest Point Hobart.

The following decisions and motions are listed on the agenda:

Moved: Clr J Honner

Seconded: Clr A Archer

THAT Council note items 1 to 9.16 and advise the Mayor, as voting delegate for Central Highlands;

AND THAT Council vote as follows for Items 10.1 to 16.2

Motion No.	For/Against	Motion No.	For/Against
10.1	For	14.4	For
10.2	For	14.5	For
11.1	Against	14.6	For
12.1	For	14.7	For
12.2	For	14.8	For
14.1	undecided	16.1	Against
14.2	undecided	16.2	For
14.3	For		

CARRIED

FOR the Motion

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

17.4 AMENDMENT TO FEES & CHARGES SCHEDULE

Moved: Clr J Honner

Seconded: Deputy Mayor J Allwright

THAT Council's Fees and Charges Register be amended to show the correct 2021/22 fees and charges.

	2020/21	2021/22
Camping Grounds	\$	\$
Use of Showers & laundry	10.00	10.00
Powered Site	28.00	28.00
Unpowered Site	22.00	22.00
Weekly Hire Powered	144.00	144.00
Weekly Hire unpowered	110.00	110.00
Hamilton	5.00	5.00
Truck Wash		
Resident	22.00	22.00
Non-Resident	28.00	28.00
Annual User	190.00	190.00
Entry Fees WTS & Hamilton RDS		
Truck Single Axle – Res/R'payer	29.00	29.00
Truck Single Axle – Non Res/R'payer	150.00	150.00

Truck Multi Axle – Res/R'payer	70.00	70.00
Truck Multi Axle – Non Res/R'payer	220.00	220.00
Truck Semi-Trailer – Res/R'payer	100.00	100.00
Truck Semi Trailer – Non res/R'payer	350.00	350.00
Cemetery		
Ashes Wall	163.00	163.00
Photocopying		
Single sided <50	0.30	0.30

CARRIED**FOR the Motion**

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

The meeting was adjourned for lunch at 12.31 and reconvened at 1.10

17.5 ECONOMIC INFRASTRUCTURE DEVELOPMENT STUDY**Moved:** Clr A Bailey**Seconded:** Clr J Poore

THAT Council: endorses the Economic Infrastructure Development Study proposal by KPMG and commit \$10,000 in funding towards it as a 25 per cent contribution in partnership with the three other councils within the Southern Central Sub-region.




CARRIED**FOR the Motion**

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

17.6 Destination Southern Tasmania & Central Highlands Council Partnership Agreement 2021/22**Moved:** Clr J Honner**Seconded:** Deputy Mayor J Allwright

THAT council sign the Partnership Agreement with DST.

AND THAT the General Manager is authorised to negotiate the inclusion of support for the sealing of the Marlborough Road and the promotion of the Bothwell Bi-Centenary.

Item	Actions	achieved
Industry development	<ol style="list-style-type: none"> 1. DST to inform CHC of all industry development opportunities for promotion through CHC channels. 2. Unlimited CHC staff to attend free member industry development events. 3. DST to work with CHC on communicating and involving CHC businesses on Covid 19 recovery initiatives. 4. DST to work with CHC to identify opportunities in the Austrade agritourism recovery project. 	
Consumer marketing <i>DST own the consumer facing destination marketing channel of Hobart and Beyond (website, Facebook and Instagram)</i>	 45k followers, 5.7 million impressions, 3.3million reached  25.5k followers, 2 million impressions, 1.2million reached  92k users <ol style="list-style-type: none"> 1. DST to include CHC events and attractions in its digital content (ATDW listing needed) 2. DST to train an identified CHC officer in how to load council attractions into ATDW like playgrounds, if requested 3. DST to include relevant CHC venues on its consumer facing map <i>Explore Tasmania's South</i> (advice of which venues and attractions to include is needed by July each year) 4. DST to feature relevant CHC owned areas in its digital marketing. 	
Advocacy	<ol style="list-style-type: none"> 1. DST to advocate on relevant tourism related developments or issues as advised by Council. * 2. DST to work with CHC to promote CHC objectives in the Covid 19 recovery initiatives and 2030 strategy work <p>* Examples to be supplied by Council and these must not contravene a DST board position</p>	

CARRIED

FOR the Motion

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

17.7 PROPOSAL TO INSTALL ARTWORK AT THE GREYNA WAR MEMORIAL

Moved: Clr R Cassidy

Seconded: Clr A Bailey

THAT the Mayor, General Manager, and Manager DES meet with Mr and Mrs Hill on site to discuss design concept, location and development requirements, and report to the next meeting of Council.

CARRIED

FOR the Motion

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

17.8 GRANT AGREEMENT – REGIONAL TOURISM PROJECTS PROGRAM ROUND THREE

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT the General Manager be authorised to sign and seal the Grant Agreement from the Department of State Growth for the Regional Tourism Projects Program Round Three.

CARRIED

FOR the Motion

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

17.9 SAFER COMMUNITIES FUND ROUND SIX: INFRASTRUCTURE GRANTS

RESOLVED THAT the Council apply for funding to install security and monitoring system at the Central Highlands Visitor Information Centre/History Rooms.

17.10 INLAND FISHERIES SERVICE INVITES COUNCIL TO HELP SHAPE RECREATIONAL FISHERY

Moved: Clr J Honner

Seconded: Clr R Cassidy

THAT comments on the Draft Inland Fisheries Strategy 2021-28 be forwarded to the Deputy General Manager, by close of business Monday 9 August 2021.

CARRIED

FOR the Motion

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

17.11 DISCUSSION PAPER – LOCAL GOVERNMENT CODE OF CONDUCT FRAMEWORK**Moved:** Cllr J Poore**Seconded:** Deputy Mayor J Allwright

THAT comments on the Discussion Paper – Local Government Code of Conduct Framework be forwarded to the Deputy General Manager by close of business Thursday 29 July 2021.

CARRIED**FOR the Motion**

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

17.12 GREAT LAKE COMMUNITY CENTRE LETTER OF SUPPORT**RESOLVED THAT:**

- a) Council provide a letter of support to the Great Lake Community Centre Committee for a grant application to the Safer Communities Fund Round 6; and
 - b) Mrs Toni Glowacki be invited to attend the next Ordinary Council meeting
-

17.13 BLACK SUMMER BUSHFIRE RECOVERY GRANTS**RESOLVED THAT:**

- a) the Deputy General Manager proceed with a funding application for a multipurpose centre to be constructed at Hamilton; and
 - b) Councillors submit ideas for other projects to the General Manager.
-

17.14 GRANT AGREEMENT – BOTHWELL BI-CENTENARY REGIONAL TOURISM BUSHFIRE RECOVERY GRANT**Moved:** Cllr J Honner**Seconded:** Cllr R Cassidy

THAT the General Manager be authorised to sign and seal the Bothwell Bi-Centenary Regional Tourism Bushfire Recovery Grant Program agreement.

CARRIED**FOR the Motion**

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

17.15 REQUEST FOR RATES REMISSION –INLAND FISHERIES SERVICE**Moved:** Clr J Poore**Seconded:** Clr A Bailey

THAT Council remit the General Rate on property 03-0201-03706 (PID 9990561) for the amount of \$436.31.

CARRIED**FOR the Motion**

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

17.16 REQUEST FOR RATES REMISSION - VIETNAM VETERANS ASSOCIATION OF AUSTRALIA, TASMANIA BRANCH INC.**Moved:** Clr R Cassidy**Seconded:** Clr A Bailey

THAT Council remit the general rate and garbage rate on property 03-0218-03961 (PID 3328191) for the amount of \$619.44.

CARRIED**FOR the Motion**

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

17.17 THE FUTURE OF GAMING IN TASMANIA – STAGE 2 PUBLIC CONSULTATION**Moved:** Clr J Honner**Seconded:** Clr R Cassidy

THAT Councillors provide their comment on the *future of gaming in Tasmania - Stage 2 Public Consultation Paper* to the Deputy General Manager by 12.00noon on Wednesday the 28th July 2021 so that Council's comments can be included in the Local Government Association of Tasmania submission.

CARRIED**FOR the Motion**

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

18.0 SUPPLEMENTARY AGENDA ITEMS

Moved: Clr R Cassidy

Seconded: Clr J Honner

THAT Council consider the matters on the Supplementary Agenda.

CARRIED

FOR the Motion

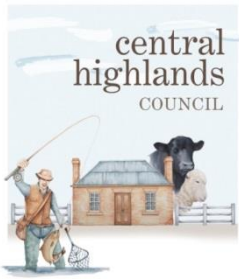
Mayor L Triffitt, Deputy Mayor J Allwright, Clr A Archer, Clr A Bailey, Clr S Bowden, Clr R Cassidy, Clr J Honner, Clr J Poore

18.1 AFL TAS FOOTBALL FUTURES PROJECT

RESOLVED THAT the Works and Services Manager progress this item and report back to the next meeting of Council.

19.0 CLOSURE

The meeting closed at 2.20



MINUTES OF THE PLANNING COMMITTEE MEETING OF THE CENTRAL HIGHLANDS COUNCIL HELD AT THE BOTHWELL COUNCIL CHAMBERS, AT 9.00AM ON TUESDAY 10TH AUGUST 2021

1.0 PRESENT

Deputy Mayor Allwright (Chairperson), Mayor Triffitt, Cllr Archer (attended at 9.07am), Cllr Bailey & Cllr Cassidy (attended at 9.17am)

IN ATTENDANCE

Cllr Honner, Mrs L Eyles (General Manager), Mr G Rogers (Manager DES), Mr D Mackey (Southern Midlands Council), & Mrs K Bradburn (Minutes Secretary)

2.0 APOLOGIES

Cllr Bowden

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 **Cllr Bailey**

Seconded **Mayor Triffitt**

THAT the Draft Minutes of the Planning Committee Meeting of Council held on Tuesday 13th July 2021 to be confirmed.

Carried

For the Motion: Deputy Mayor Allwright, Mayor Triffitt, Cllr Archer & Cllr Bailey

5.0 QUESTION TIME & DEPUTATIONS

Nil

6.0 CENTRAL HIGHLANDS DRAFT LOCAL PROVISIONS SCHEDULE – PUBLIC NOTIFICATION PROGRAM

Report By

Planning Consultant (SMC) Damian Mackey

Purpose

The purpose of this report is to determine the public notification program for the Central Highlands Draft Local Provisions Schedule (the draft LPS).

Background

The Tasmanian Planning Scheme will consist of the LPSs from individual Councils and the State Planning Provisions (SPPs).

As Councillors are aware, over the last two years Central Highlands has been working to get its draft LPS into a form that the Commission is prepared to endorse as suitable for public exhibition, attempting to negotiate through a number of issues of contention.

The Commission has now moved the process to the next stage by issuing the formal Notice under Section 35B(4) of the *Land Use Planning & Approvals Act 1993*, directing Council to publicly exhibit the draft LPS (see attached). The public exhibition period is to commence on Monday 23 August and run for 60 days.

At the July Planning Committee meeting and the following Council meeting, Council considered the Section 35 Directions Notice from the Commission formally directing Council to make certain modifications to its Draft LPS prior to public exhibition. Council also considered subsequent changes to its *Supporting Report*, particularly to elaborate on matters where the Commission directed amendments to be made contrary to Council's views as the local Planning Authority. The Supporting Report will be placed on public exhibition alongside the draft LPS.

As set out in the attached correspondence from the Commission, once the public exhibition period is completed it will be Council's role to consider the matters raised in submissions received and determine a view on them, including whether the LPS should be amended as a result. The submissions and Council's views on them will then be forwarded to the Commission which will hold public hearings and, ultimately, make final determinations. The Minister will then declare the Tasmanian Planning Scheme to be in force in the Central Highlands municipal area.

Note that the Commission's correspondence points out that certain matters are essentially 'off limits' for consideration in this public consultation process. If Council receives submissions, or parts of submissions, that raise these matters, Council is to essentially declare them to be void. These matters can be generally divided into two categories:

- The State Planning Provisions, and
- Provisions declared to be 'transitioning' from the current Central Highlands Interim Planning Scheme 2015, (CHIPS2015).

The State Planning Provisions make up almost all of the written part of the draft LPS, being provisions that are standardised across the whole State. They were subject to their own public exhibition process four years ago, which included public submissions and public hearings before final determination by the Commission. Understandably, they cannot be subject to the possibility of amendment as each local council area goes through the process of developing its LPS.

The provisions 'transitioning' from existing Central Highlands Interim Planning Scheme 2015 (CHIPS2015) also cannot be amended. When the government created the legislation to establish the Tasmanian Planning Scheme, it included the concept that many existing planning scheme provisions would be copied exactly into the respective LPSs. Changes are essentially only possible if necessary to make the existing provisions fit properly with the State Planning Provisions. The intent of this was, possibly, to speed the process of creating the Tasmanian Planning Scheme.

The down side of the 'transitioning provisions' concept is that Councils have not been able to undertake 'scheme renovation', to amend the many minutia within planning schemes that have become unnecessary, irrelevant or, in some cases, detrimental to appropriate development. Such changes are generally too insignificant to justify the expense of full-blown planning scheme amendment processes and Council planners have generally looked forward to whole-scheme reviews to fix them in an efficient and cost effective manner. Unfortunately, Tasmanian Councils have not been able to undertake scheme renovation for, in some cases, decades, as the previous regional planning reform process similarly did not allow for such changes.

Central Highlands has several matters that have been caught in this dilemma, such as Council's desire to remove a redundant attenuation buffer area from around the decommissioned sewage treatment ponds at the Great Lake Hotel.

The Lake Meadowbank Specific Area Plan.

The Commission is of the view that the Lake Meadowbank Specific Area Plan (SAP) should be a 'transitioning provision'. Central Highlands, as the local Planning Authority, is of the view that certain modifications ought to be made to it. For example, for the recognition and protection of the important Aboriginal heritage sites around the lake. However, even one modification would tip the SAP from being a 'transitioning provision' to an entirely new provision and therefore subject to the requirement for full justification under the planning legislation, including whether the SAP should exist at all.

The Commission has, so far, not been satisfied with Council's rationale for a modified Lake Meadowbank SAP, or even that it should exist at all. As per the attached corresponded, the Commission has determined to subject the SAP to an 'Outstanding Issues Notice'. This means it is not officially part of the Draft LPS but will be publicly exhibited alongside it, and members of the public may make submissions in regard to it.

The issues around the proposed modified Lake Meadowbank Specific Area plan are set out in the Supporting Report.

The Spatial Extent of Heritage Places.

It was Council's intention to include the CHIPS2015 Heritage Places in the Draft LPS but with their spatial extents modified to match the revised spatial extents of the equivalent listings on the Tasmanian Heritage Register. The THR listings have been systematically revised by the Tasmanian Heritage Council over the last 20 years to delete the extensive areas of land that were added to the listings 'overnight' when the THR was created in the 1990s and their spatial definition was, for the first time, defined by the titles that were part of each country estate. This process arbitrarily cobbled together multiple titles containing many hundreds of hectares of land into each listing.

The Tasmanian Heritage Register listings have mostly been corrected within the Central Highlands area and Council's intention was to simply to align the equivalent planning scheme listings. It had intended to request the Minister to allow an amended heritage list under Schedule 6, Clause 8D of the *Land Use Planning & Approvals Act 1993*.

There is over 3,000 ha of land currently encumbered by these unnecessarily large spatial extents. This represents a significant unnecessary and unfair encumbrance on future development of these titles.

As an adjunct to the above, it should be noted that it has been Council's long-held policy to only list those places that are also listed on the THR. In other words, there are no local-only listings.

The Commission has advised that the current heritage place list in the Central Highlands Interim Planning Scheme 2015 must be directly 'transitioned' into the LPS without any amendments to remove superfluous titles. Any amendments to any one place on the list would mean the entire list would need to comply with the new information requirements for listed places. This would involve Council engaging a suitably qualified person to create full data sheets of all listed places, (whether their spatial extent was amended or not), including a detailed description and list of heritage values, etc. for each place. This would take considerable time and financial resources, and Council was not prepared to pursue this course of action. It would have delayed the public exhibition of the draft LPS by around one year and would have essentially just duplicated the professional heritage assessment process already undertaken by the Tasmanian Heritage Council. In other words, Council judged this to be an imprudent use of Council time and money.

Council then adopted the position that, if the listings cannot be amended to remove superfluous titles and thereby align with the Tasmanian Heritage Register, then it would prefer that the listings be removed entirely. It formed this view noting that all listings are also on the THR and therefore their heritage values will remain protected by the State heritage-protection system.

PUBLIC EXHIBITION

Minimum Requirements:

The attached correspondence from the Commission sets out the minimum requirement for the 60-day public exhibition process. These are:

- Advertising twice in the daily newspaper. The form and content of the notice is specified.
- Making the draft LPS available for viewing and downloading on Council's website. (PDF documents of the ordinance and the maps). The Commission will also make these documents available on its website).
- Making a copy available for viewing at the Council offices.
- Notifying all Councils within our region and any neighbouring Councils.
- Notifying specified State agencies.

To comply with the above, Council will need to print at least one hard copy set of the ordinance and maps and have them available at one of its offices.

Council's supporting report will also be similarly available.

Potential Additional Measures:

In addition to the minimum public exhibition requirements, at recent meetings Council has discussed the following extra measures:

- Making the hard copy sets available at both the Hamilton and Bothwell offices.

The cost of this would be the cost of printing an additional set, which will be several hundred dollars.

- Making the maps available via an online interactive mapping tool, enabling members of the public to search properties, see what the proposed zoning is and turn the overlay layers off and on, to see which codes apply. The TasMap and satellite photography layers will be able to be turn on and off, for locational information.

As Councillors will recall from the LPS workshops, the officially endorsed pdf maps cannot include certain locational information. In large rural areas like Central Highlands, this makes property location very difficult, if not impossible. The online mapping tool would solve this

problem, as well as make the mapping accessible to all with access to a computer and internet connection.

Council's mapping consultants, Insight GIS, have quoted the interactive mapping tool at \$3,250.00, excluding GST.

- A mail-out to ratepayers. The advertising period specified by the Commission does not coincide with a rates mail-out in which Council normally includes a newsletter. Therefore, a mail out regarding the draft LPS would have to be a 'stand-alone' process.

The contractors that put together Council's rates mailouts have quoted \$722.37 to produce a double-sided colour A4 flyer for each ratepayer. This does not include postage. However it is noted that some may be able to be emailed, thereby reducing postage costs.

- Information drop-in sessions. During the various public consultation processes involved in the development of the current Central Highlands Interim Planning Scheme 2015, public information 'drop-in sessions' were held at Council's Hamilton and Bothwell offices and also at the Miena community hall. These ran from around mid-afternoon to early evening, with a view to providing as many members of the community as possible the opportunity to call in. These would be staffed by Council's Special Projects Officer / Planning Consultant / Planning Officer who would be able to guide members of the public in terms of what is proposed for their properties, and other aspects of the draft LPS, and answer questions.

In anticipation of Council giving the go-ahead for this facet of the public exhibition program, the Council meeting rooms and the Miena hall have been booked for the following dates:

- Miena: Tuesday September 14th, 3:00pm to 7:30pm.
- Hamilton: Wednesday September 15th, 3:00pm to 7:30pm.
- Bothwell: Thursday September 16th, 3:00pm to 7:30pm.

These dates are in the fourth week of the 60-day exhibition period. This should give Council sufficient time to advertise the whole process and make the general community aware of the process. It should also then leave enough time for people to formulate any submissions they may wish to make.

The cost would be the cost of the time of Council's Special Projects Officer, via the resource-sharing arrangement with Southern Midlands Council.

Clr Cassidy arrived at 9.17am

Points Raised by Committee

- Clr Archer expressed his concern that Council are being directed to advertise when they still have areas of concern.
- Need to encourage people to view the draft Local Provisions Schedule and put in a submission if they have any concerns.
- Suggested the public exhibition of the draft Local Provisions Schedule be advertised on Council's Facebook page and flyers be placed in shops and local businesses.
- All advertising and material distributed should be made as simple as possible.

- Clr Allwright suggested a Workshop be held for Councillors to highlight the areas of concern to Council.
 - A sheet be prepared for distribution on “How to Make a Submission”.
-

Clr Cassidy left meeting at 9.50am

RECOMMENDATION

Moved: Mayor Triffitt

Seconded: Clr Bailey

THAT it be recommended to Council that:

- The 60-day public exhibition period for the Central Highlands Draft Local Provisions Schedule commence on Monday 23 August as directed by the Tasmanian Planning Commission.
- In addition to the minimum public advertising mechanisms required by legislation, Council institute the following:
 - A hard copy set of the ordinance, maps and supporting report is to be available for perusal at both the Bothwell and Hamilton offices, (instead of just one).
 - The maps are to be made available online via an interactive mapping tool, enabling members of the public with access to the internet to search particular properties and determine which zone and what code overlays are proposed to apply.
 - Prior to, or in the first week of the advertising period, a colour, double-sided A4 flyer is to be posted and/or emailed to every ratepayer and also any local community group which might have an interest in land use planning matters.
 - Local community information drop-in sessions are to be held, as follows:
 - Miena: Tuesday September 14th, 3:00pm to 7:30pm.
 - Hamilton: Wednesday September 15th, 3:00pm to 7:30pm.
 - Bothwell: Thursday September 16th, 3:00pm to 7:30pm.
- A Councillor workshop be scheduled either prior to, or soon after, the start of the public exhibition period (23 August) to consider and refine the key messages to be relayed to the community during the exhibition period. The date and time of the workshop is *(to be determined by Council)*.

Carried 3/4

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

Against the Motion: Clr Archer

7.0 OTHER BUSINESS

Nil

8.0 CLOSURE

There being no further business the meeting closed at 10.00am



Derwent Catchment Project Monthly Report for Central Highlands Council

August 2021

Weed Management Program

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

During winter our weed control efforts have slowed down as vegetation is less responsive to herbicides. Instead, we are focusing our efforts on revegetation and tree planting.

Mt Spode Planting

This month we have assisted two landholders at Mt. Spode to revegetate their properties. Our on-ground works team planted close to 2,000 plants on 5 ha of north-facing slope. The landholders have excluded stock from this area allowing it to revegetate. Established trees will provide shade and slope stability leading to increased soil and moisture retention.



Agri best Practice

For the first time, this month we held a carbon forum with local landholders at Hamilton. We presented and discussed current carbon farming options available under the Emissions Reductions Fund. This is an emerging market that can be confusing to navigate. The aim of our talk was to break down the different schemes and explain the eligibility requirements. We will continue to follow up on these conversations and provide information to landholders as these schemes evolve.

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

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

We have assessed our pasture trial sites to see how different pasture species are performing. At these early stages it is already clear that there are differences in establishment and performance between phalaris and cocksfoot cultivars. The initial establishment of perennial red clover has been encouraging.

Following on from the success of our first dry land grazing time course, we have begun delivery of our second course. We held the first session last month, which focused on pasture condition assessments. We look forward to next month’s session that will explore differences in pasture species and their management.

Pasture Condition Score Tool – funded by DPIWE

We are excited to report that our Pasture Condition Tool is completed!

This final version incorporates feedback from pastoralists who road tested the draft tool last month. We have printed 3000 copies which will be officially launched by Minister Barnett in October.



Boxes of the Pasture Condition Tool ready for its launch!

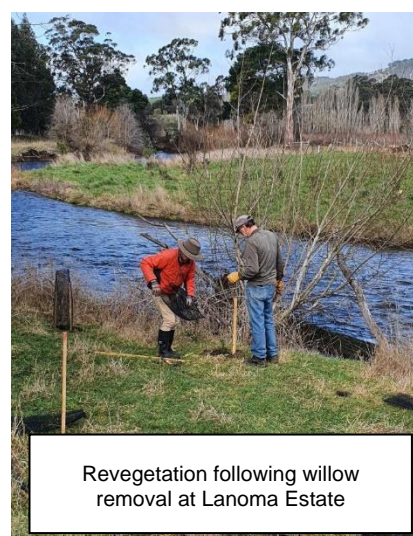
Restoration and conservation

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

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.

Volunteers from the Willow Warriors, residents and our on-ground works team met on 6th August for a working bee in Westerway. During this working bee we cleaned up areas along the Tyenna River following machine willow control. It was fantastic to be joined by residents who will help monitor this section of river for willow establishment which is essential to make sure the area remains willow free.

Additionally, this month we planted 123 native plants in areas where willows have been controlled in Lanoma estate.



Revegetation following willow removal at Lanoma Estate

Conservation

Miena cider gum post fire program– funded by DPIPWE

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

This month our on-ground works team has continued to sure-up browser protection for Miena cider gums at St. Patricks Plains.

The team have added a floppy top to the 700 m long fence and conducted maintenance on the footing to reduce the possibility of possums and wombats getting in. Follow-up spotlighting and monitoring will be performed to check browser incursion into the fenced area.

It's fantastic to see these trees protected from browsers!



Installing a floppy top on the exclusion fence at St. Patricks Plains

Grant applications and progress

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

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

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

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

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

This project is a collaboration between the horticultural industry and public land managers to control weeds that act as alternate hosts for Fly Fruit within 1.5km buffers around Fruit Fly susceptible horticultural commodities in the Derwent Catchment.

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

TASMANIAN PLANNING COMMISSION



Our ref: DOC/21/82827
Officer: Claire Wolf
Phone: 03 6165 6818
Email: tpc@planning.tas.gov.au

28 July 2021

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

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

Attention: Damien Mackey

Dear Ms Eyles

Central Highlands draft Local Provisions Schedule (draft LPS) Direction under section 35B(4) – Public Exhibition

I refer to the Central Highlands draft LPS, submitted to the Tasmanian Planning Commission (the Commission) under section 35(6) of the *Land Use Planning and Approvals Act 1993* (the Act) on 7 February 2020. Following the planning authority's submission of a draft LPS modified in accordance with the Commission's direction under section 35(5)(b) and Schedule 6, clauses 8C(5)(a) of the Act, the Commission is of the opinion under section 35B(4A) that the draft LPS meets the LPS criteria.

Under section 35B(4) of the Act, the Commission directs the planning authority to publicly exhibit, the Central Highlands draft LPS in accordance with the requirements of sections 35C and 35D of the Act.

The Commission is required to notify the Minister of a direction under section 35B(4).

While it is a matter for the planning authority to determine, Commission Practice Note 9 enclosed as Attachment A, provides guidance on the exhibition of draft LPSs. Appendix A of the Practice Note includes a template exhibition notice that planning authorities may adapt as considered appropriate to discharge their exhibition obligations under the Act.

In accordance with section 35B(5) the Commission considers the State Service Agencies and State authorities specified in Attachment B may have an interest in the Central Highlands draft LPS. Notice must be given to these agencies in accordance with section 35C(1) of the Act.

The template notification letter provided in Appendix B of Practice Note 9 may also be adapted as appropriate to notify the specified State Service Agencies and State authorities, along with planning authorities in the regional area or those adjoining the municipal area, as required by section 35C(1).

Under section 35B(4B) and (4C) of the Act, the Commission has prepared an LPS Criteria outstanding issues notice that is included at Attachment C. The LPS criteria outstanding issues notice is a relevant exhibition document and must be exhibited with the draft LPS.

Thank you for your advice that the planning authority will commence public exhibition on Monday 23 August 2021. As the Commission is required to make the draft LPS available on our website during the exhibition period, we would appreciate your earliest advice if the exhibition cannot commence on this date.

If you need clarification, please contact Claire Wolf, Senior Planning Adviser, on 6165 6818 or email tpc@planning.tas.gov.au.

Yours sincerely



Claire Hynes
Delegate (Chair)

Encl: Attachment A – Tasmanian Planning Commission Practice Note 9, Exhibition and reporting of draft Local Provisions Schedules (LPSs)
 Attachment B – Central Highlands draft LPS - Specified State Service Agencies and State authorities
 Attachment C – Central Highlands draft LPS - LPS Criteria Outstanding Issues Notice under sections 35B(4B) and 35B(4C), 28 July 2021

Practice Note 9

Subject: Exhibition and reporting of draft Local Provision Schedules (LPSs)

Purpose: To provide guidance on exhibition of Local Provisions Schedules (LPSs) and report about exhibition by the planning authority.

1.0 Introduction

This practice note provides guidance on the requirements for exhibition of draft Local Provisions Schedules (LPSs) and the contents of the planning authority report to the Commission about the exhibition.

2.0 Process

The *Land Use Planning and Approvals Act 1993* (the Act) sets out the requirements for exhibition of a draft LPS and reporting in sections 35B through to 35G.

The full process for assessing a draft LPS is shown in a flowchart on the Commission's website at [www.planning.tas.gov.au/publications/flowcharts and diagrams](http://www.planning.tas.gov.au/publications/flowcharts_and_diagrams).

A more detailed flowchart, including references to the Act, is provided on the planners portal, a site with specialist technical information and resources for council planners on drafting LPSs. If you require access to the portal, please contact the Commission by emailing tpc@planning.tas.gov.au.

3.0 Exhibition notices

The requirements for exhibition notices for a draft LPS are set out in section 35C of the Act and include the timeframe for public exhibition and that some planning authorities, State Service Agencies and State Authorities must be given notice of exhibition in addition to a published notice.

The draft LPS is to be notified twice in a newspaper circulating generally in Tasmania. The period for making representations is 60 days [section 35C(5)].

To ensure consistency and make it clear that the draft LPS is a component of the Tasmanian Planning Scheme (TPS) a standard exhibition notice, that meets the requirements of the Act, is provided in Appendix A of this Practice Note [section 35C and 35E]. The notice makes it clear that the SPPs and list of provisions required to transition from the interim planning scheme are to be available along with the draft LPS during the exhibition period.

The Commission is to specify the State Service Agencies or State Authorities it considers will have an interest in the draft LPS in its direction to planning authorities to exhibit the draft LPS. A pro forma letter is provided in Appendix B. Specific contact details will be provided with the Commission's direction to planning authorities [section 35B(4)].

Planning authorities are to provide a notice to each other planning authority in the same regional area and to the planning authorities for the adjacent municipal area [section 35C(1)(a) and (b)]. The pro forma letter in Appendix B can be used for this purpose.

4.0 Representations

During the exhibition any person or body may make a representation [section 35E(1)]. However, there are matters specified in section 35E and subject to the transitional provisions of Schedule 6 that are not taken to be representations.

Under section 35E, matters not taken to be representations include:

- (a) a representation to the effect that the content of a provision of the SPPs should be altered [section 35E(4)];
- (b) a matter that does not relate to the contents or merit of the draft LPS [section 35E(5)(a)]; and
- (c) a matter not specifically listed that a representation can be made about, in section 35E(3).

An LPS must contain the particular purpose zones (PPZs), specific area plans (SAPs), site-specific qualifications (SSQs) and code-applying provisions that are included in a draft LPS, by reason of the transitional provisions of Schedule 6 of the Act. Any matter contained in a representation that seeks to exclude one or more of these provisions cannot be considered, as those provisions must be included.

5.0 Reporting Requirements

Following exhibition, the planning authority is to provide a report to the Commission [section 35F]. The Act sets out the requirements, including timeframes and content, for providing the report to the Commission.

The report must include [section 35F(2)]:

- a copy of each representation, including any agreed to be accepted after the end of the exhibition period;
- a response to any LPS criteria outstanding issues notice;
- the planning authority's views on the merit of each representation;
- a recommendation on whether the draft LPS should be modified to take into account the representation and the effect on the draft LPS as a whole in implementing the recommendation; and
- a statement on whether the planning authority is satisfied that the draft LPS meets the LPS criteria.

The representations must be numbered and as far as is possible each representation addressed consecutively in the report in the order of the allocated numbers.

In making a recommendation to modify the draft LPS, the planning authority may wish to give consideration to whether a substantial modification is required, with reference to section 35K.

Where no representations are received, the planning authority must still consider any recommendations it considers necessary [section 35F(2)(a)]. For example, the planning authority may have identified an error or alternate drafting it would prefer.

The planning authority must identify and include a copy of any representation submitted (either in whole or part) that the planning authority has not taken to be a representation and why the representation (or part) has not been taken to be a representation (both for reasons of transitional provisions and section 35E(5)).

If a LPS criteria outstanding issues notice has been exhibited with the draft LPS, the planning authority's report must include a statement containing the planning authority's response to the matters referred to in the notice [section 35F(2)(ba)].

The planning authority has 60 days from the close of the exhibition period to forward its report to the Commission. The Commission may grant an extension of time if requested.

A checklist of the documentation the Commission requires for the report is in Appendix C.

Further information

For further information contact the Tasmanian Planning Commission:

Telephone: (03) 6165 6828

Email: tpc@planning.tas.gov.au

Website: www.planning.tas.gov.au

Sandra Hogue

Executive Commissioner

Tasmanian Planning Commission

June 2021

Appendix A: Exhibition notice for newspaper

Tasmanian Planning Scheme

<municipal area name> Draft Local Provisions Schedule (LPS)

EXHIBITION NOTICE - INVITATION FOR WRITTEN REPRESENTATIONS

The <insert planning authority name> invites written representations on the relevant exhibition documents in relation to the <insert municipal area name> draft Local Provisions Schedule (LPS). The Tasmanian Planning Commission (the Commission) has directed the planning authority to publicly exhibit the <insert municipal area name> draft LPS under section 35B of the *Land Use Planning and Approvals Act 1993* (the Act).

Representations must be related to the matters listed under section 35E of the Act and not be to the effect that the content of the State Planning Provisions should be altered.

The LPS must contain the particular purpose zones, specific area plans, site-specific qualifications and code-applying provisions that are included in the draft LPS by reason of the transitional provisions of Schedule 6 of the Act. Any matter contained in a representation that seeks to exclude one or more of those provisions will not be taken to be a representation.

The relevant exhibition documents in relation to the <insert municipal area name> draft LPS and relevant supporting documents, including the State Planning Provisions (SPPs) and list of provisions required to transition from the <insert municipal area name> Interim Planning Scheme, are available for viewing during normal business hours at the:

- <insert planning authority name> offices, Monday to Friday at <insert address>; and
- the Tasmanian Planning Commission's offices from 9am until 5pm, Monday to Friday at Level 3, 144 Macquarie Street, Hobart.

These documents may also be viewed and downloaded from the <insert planning authority name> website at <insert website address> and the Commission website at www.planning.tas.gov.au.

Representations can be made in writing to the <insert planning authority name> from <insert day and date> until close of business <insert day and date>.

Please email your representations to <insert e-mail address> or post to the <insert planning authority name and address>.

Appendix B: Exhibition notice for planning authorities, State Service Agency or State authorities

<date>

«Name»

«Address_1»

«Address_2»

Email: «Email»

Dear «Salutation»

Exhibition – <municipal area name> Draft Local Provisions Schedule

The <insert planning authority name> gives notice of the public exhibition of the relevant exhibition documents in relation to the <insert municipal area name> draft Local Provisions Schedule (LPS). The Tasmanian Planning Commission (the Commission) has directed the planning authority to publicly exhibit The relevant exhibition documents in relation to the <insert municipal area name> draft LPS under section 35B of the *Land Use Planning and Approvals Act 1993* (the Act).

A copy of the exhibition notice is attached for your reference.

Yours sincerely

<name>

General Manager

Appendix C: Checklist for planners

The following information and documents are to be provided to the Commission after the exhibition period has closed and the planning authority has considered any representations to a draft LPS:

1. A copy of the planning authority decision about the representations reported under section 35F. (A formal decision under delegation or by resolution is required even where there are no representations received).
2. A copy of the planning authority minutes including reasons for the decision, or delegated decision if determined under officer delegation (confirming the officer is acting under delegation).
3. A copy of the planner's section 35F report on the representations including a response to an LPS criteria outstanding issues notice if relevant.
4. A copy of the unredacted and numbered representations, either as an appendix to the report or separately.
5. A copy of the names and addresses of those who made representations (such as the planning authority mail merge or email list of representors to assist the Commission in contacting parties for hearings).

NOTES: Please provide the information above by email to tpc@planning.tas.gov.au.
Where attachments are too large for email, please contact the Commission for assistance with accessing Dropbox.
The Commission keeps electronic records and does not require hard copy documents.

Attachment B

State Service Agency and State authority contact details

Contact Details	Salutation	E-mail Address
Mr Kim Evans Secretary Department of State Growth GPO Box 536 HOBART TAS 7001	Mr Evans	secretariat@stategrowth.tas.gov.au cc: Patrick.Carroll@stategrowth.tas.gov.au
Ms Ginna Webster Secretary Department of Justice GPO Box 825 HOBART TAS 7001	Ms Webster	secretary@justice.tas.gov.au cc: planning.unit@justice.tas.gov.au
Mr Tony Ferrall Secretary Department of Treasury and Finance GPO Box 147 HOBART TAS 7001	Mr Ferrall	reception@treasury.tas.gov.au cc: Dean.Burgess@treasury.tas.gov.au
Mr Tim Bullard Secretary Department of Education GPO Box 169 HOBART TAS 7001	Mr Bullard	officeofthesecretary@education.tas.gov.au cc: Todd.M.Williams@education.tas.gov.au
Mr Darren Hine Commissioner of Police Department of Police, Fire and Emergency Management GPO Box 308C HOBART TAS 7001	Mr Hine	tasmania.police@police.tas.gov.au
Mr Andrew Lea Director State Emergency Service GPO Box 1290 HOBART TAS 7001	Mr Lea	andrew.lea@ses.tas.gov.au
Ms Kathrine Morgan-Wicks Secretary Department of Health and Human Services GPO Box 125 HOBART TAS 7001	Ms Morgan-Wicks	ots.mailbox@dhhs.tas.gov.au
Mr Michael Pervan Secretary Department of Communities Tasmania GPO Box 65 HOBART TAS 7001	Mr Pervan	michael.pervan@communities.tas.gov.au cc: OAA@communities.tas.gov.au

Contact Details	Salutation	E-mail Address
Mr Tim Baker Secretary Department of Primary Industries, Parks, Water & Environment GPO Box 44 HOBART TAS 7001	Mr Baker	Tim.Baker@dpipwe.tas.gov.au cc: Dean.Vincent@dpipwe.tas.gov.au
Ms Jenny Gale Secretary Department of Premier & Cabinet GPO Box 123 HOBART TAS 7001	Ms Gale	secretary@dpac.tas.gov.au
Mr Chris Arnol Chief Officer Tasmania Fire Service GPO Box 1526 HOBART TAS 7001	Mr Arnol	fire@fire.tas.gov.au
Mr Jason Taylor Development Assessment Manager TasWater PO Box 1393 HOBART TAS 7001	Mr Taylor	development@taswater.com.au
Mr Evangelista Albertini Chief Executive Officer Hydro Tasmania GPO Box 355 HOBART TAS 7000	Mr Albertini	contactus@hydro.com.au
Mr Steve Whiteley Chief Executive Officer Sustainable Timber Tasmania Level 1, 99 Bathurst Street HOBART TAS 7000	Mr Whiteley	forestry.tasmania@forestrytas.com.au stakeholder@sttas.com.au
Mr Andrew Kneebone Chief Executive Officer Tasmanian Irrigation Pty Ltd PO Box 84 EVANDALE TAS 7212	Mr Kneebone	enquiries@tasirrigation.com.au
Dr Sean Mc Goldrick Chief Executive Officer Tas Networks Pty Ltd PO Box 606 MOONAH TAS 7009	Dr Mc Goldrick	cc: Michele.Percey@tasnetworks.com.au cc: LandUsePlanning@tasnetworks.com.au cc: Gina.Goodman@tasnetworks.com.au cc: Odin.Kelly@tasnetworks.com.au cc: Nishan.Rathanlall@tasnetworks.com.au cc: Mark.Bresnehan@tasnetworks.com.au

Contact Details	Salutation	E-mail Address
Mr Steven Dietrich Chief Executive Officer Attention: Jennifer Jarvis Manager Property and Compliance TasRail PO Box 140 NEWSTEAD TAS 7250	Mr Dietrich	property@tasrail.com.au
Mr Peter Graham Director of Building Control WorkSafe Tasmania PO Box 56 ROSNY PARK TAS 7018	Mr Graham	wstinfo@justice.tas.gov.au
Mr Bill Batt Chief Operating Officer Marine and Safety Tasmania GPO Box 607 HOBART TAS 7000	Mr Batt	admin@mast.tas.gov.au
Mr John Fitzgerald Chief Executive Officer Tourism Tasmania GPO Box 399 HOBART TAS 7001	Mr Fitzgerald	John.Fitzgerald@toursim.tas.gov.au reception@tourism.tas.gov.au
Mr Peter Volker Chief Forest Practice Officer Forest Practices Authority 30 Patrick Street HOBART TAS 7000	Mr Volker	info@fpa.tas.gov.au
Ms Penny Wells Chief Executive Officer Private Forests Tasmania 30 Patrick Street HOBART TAS 7000	Ms Wells	admin@pft.tas.gov.au
Mr Kevin Robinson Director of Mines Mineral Resources Tasmania PO Box 56 ROSNY PARK TAS 7018	Mr Robinson	info@mrt.tas.gov.au
Mr Kevin Maynard Company Secretary TT-Line Company Pty Ltd PO Box 168E East Devonport TAS 7310	Mr Maynard	kfm@spiritoftasmania.com.au

Land Use Planning and Approvals Act 1993 (the Act)

**Notice under section 35B(4B) and (4C)
Local Provisions Schedule Criteria Outstanding Issues Notice**

Central Highlands draft Local Provisions Schedule

28 July 2021

This Notice, in relation to the Central Highlands draft Local Provisions Schedule (LPS), sets out the further information in the following table that the Tasmanian Planning Commission needs from the Central Highlands (planning authority), in order for the Commission to be of the opinion that the draft LPS meets the LPS criteria under section 34(2) of the *Land Use Planning and Approvals Act 1993* (the Act).

LPS criterion	Issue	Information needed
34(2)(a), (b), (c), (d) and (e)	<p>The planning authority (PA) proposes to insert CHI-S1.0 Lake Meadowbank Specific Area Plan (SAP) (Attachment 1) in the Central Highlands LPS.</p> <p>The PA has advised it does not wish to transition F1.0 Lake Meadowbank Specific Area Plan in the <i>Central Highlands Interim Planning Scheme 2015</i> into the LPS, under Schedule 6 – Savings and Transitional Provisions of the Act, but instead insert the new SAP shown in Attachment 1.</p> <p>The Act requires a new SAP in an LPS to meet the LPS criteria under section 34(2).</p>	<p>Information and justification to demonstrate the attached SAP meets the LPS Criteria under section 34(2) (a), (b), (c), (d) and (e) of the Act.</p> <p>Specifically, the Commission requires information that the SAP:</p> <ul style="list-style-type: none">(a) contains all the provisions that the State Planning Provisions (SPPs) specify must be contained in an LPS;(b) is in accordance with section 32(4) of the Act;(c) furthers the objectives set out in Schedule 1;(d) is consistent with the State Policy on the Protection of Agricultural Land 2009 (PAL Policy); and(e) as far as practicable, is consistent with the Southern Tasmania Regional Land Use Strategy 2010-2035.

Appropriate compliance with this Notice will be essential to the Commission being satisfied under section 35L of the Act that the draft LPS meets the LPS criteria in section 34(2).

This notice is one of the relevant exhibition documents for the draft LPS as required by section 35B(4A)(b) of the Act.



Claire Hynes
Delegate (Chair)



Peter Fischer
Delegate

Attachment 1 - CHI-S1.0 Lake Meadowbank Specific Area Plan (SAP)

CHI-S1.0 Lake Meadowbank Specific Area Plan

CHI-S1.1 Plan Purpose

The purpose of the Lake Meadowbank Specific Area Plan is:

- CHI-S1.1.1 To recognise and protect operation of Lake Meadowbank Hydro-electric Power Station from incompatible use and development.
- CHI-S1.1.2 To ensure that on-site waste water management does not contribute to adverse impacts on water quality.
- CHI-S1.1.3 To recognise Lake Meadowbank as the premier water-skiing facility in the State and to support associated use and development whilst managing other use and development to minimise conflict between activities.
- CHI-S1.1.4 To encourage the use and development of Lake Meadowbank and the adjoining land for tourism, recreational and visitor accommodation purposes whilst maintaining and enhancing the natural, cultural and landscape values of the area.
- CHI-S1.1.5 To recognise and protect Aboriginal heritage values.
- CHI-S1.1.6 To encourage co-ownership and sharing of aquatic structures such as boat ramps, jetties, pontoons and water-based sports infrastructure.
- CHI-S1.1.7 To protect the landscape of the lake foreshore, from becoming over-crowded with buildings for Visitor Accommodation.
- CHI-S1.1.8 To encourage orderly and strategic development of Visitor Accommodation, particularly camping and caravan parks and overnight camping areas.
- CHI-S1.1.9 To allow for a continuation of agriculture and Resource Development and for Resource Processing compatible with the recreation-tourism focus of the area.

CHI-S1.2 Application of this Plan

- CHI-S1.2.1 The specific area plan applies to the area of land designated as Lake Meadowbank Specific Area Plan on the overlay maps.
- CHI-S1.2.2 In the area of land to which this plan applies, the provisions of the specific area plan are in substitution for, and in addition to the provisions of:
 - a) Rural Zone;
 - b) Agriculture Zone; and
 - c) Environmental Management Zone,as specified in the relevant provision.
- CHI-S1.2.3 The planning authority must notify Aboriginal Heritage Tasmania of any application involving buildings or works at the same time and in the same manner as if the application is for a permit under Section 57 of the Land Use Planning and Approvals Act 1993.

- CHI-S1.2.4 The Planning Authority must not determine the application until 14 days from the date of notification to Aboriginal Heritage Tasmania, or until after Aboriginal Heritage Tasmania has provided advice, whichever occurs first.
- CHI-S1.2.5 The planning authority must notify Hydro Tasmania of any application involving buildings or works within 20m of the full supply level at the same time and in the same manner as if the application is for a permit under Section 57 of the Land Use Planning and Approvals Act 1993.
- CHI-S1.2.6 The Planning Authority must not determine the application until 14 days from the date of notification to Hydro Tasmania, or until after Hydro Tasmania has provided advice, whichever occurs first.

CHI-S1.3 Local Area Objectives

This sub-clause is not used in this specific area plan.

CHI-S1.4 Definition of Terms

CHI-S1.4.1 In this specific area plan, unless the contrary intention appears:

Terms	Definition
aquatic structure	means boat ramp, jetty, pontoon and water-based sports infrastructure.
full supply level	means the level of the lake at which it is at its maximum operational level, as determined by Hydro Tasmania. The supply level is 73.15m above sea level.
land application area	means an area of land used to apply effluent from a waste water treatment unit and reserved for future waste water application.
MAST	means Marine and Safety Tasmania, or its successor.
master development plan	means a site-specific master plan including maps, diagrams and written documentation demonstrating, to the satisfaction of the planning authority: <ul style="list-style-type: none"> (a) the concept design and location of all buildings and associated works, including vehicular access and parking; (b) the concept design and location of any facilities used in association with Visitor Accommodation; (c) access points to the public road network, internal roads and parking areas; (d) the location of any existing or proposed aquatic structures on the foreshore or on Lake Meadowbank; (e) landscaping of the site to minimise the visual impact of development on views to the site from Lake Meadowbank; (f) how the development maintains and enhances the natural, cultural and landscape values of the area and complies with the plan purpose statements;

	(g) an operational plan including: <ul style="list-style-type: none"> (i) waste management; (ii) complaint management; (iii) noise management; and (h) any staging of operations or development including estimated timeframes.
suitably qualified person (onsite waste water management)	means a person who can adequately demonstrate relevant tertiary qualifications (or equivalent) and experience, knowledge, expertise or practice in undertaking onsite waste water management system design in accordance with AS/NZS 1547.

CHI-S1.5 Use Table

This clause is in substitution for Rural Zone – clause 20.2 Use Table and Agriculture Zone – clause 21.2 Use Table.

Use Class	Qualification
No Permit Required	
Natural and Cultural Values Management	
Passive Recreation	
Permitted	
Resource Development	If for an agricultural use, excluding controlled environment agriculture, tree farming and plantation forestry.
Utilities	If for: <ul style="list-style-type: none"> (a) electricity generation; (b) collecting, treating, transmitting, storing or distributing water; (c) electrical sub-station or powerline; (d) pumping station; or (e) storm or flood water drain, water storage dam and weir.
Residential	If for: <ul style="list-style-type: none"> (a) a home-based business in an existing dwelling; or (b) alterations or extensions to an existing dwelling.
Discretionary	
Community Meeting and Entertainment	
Food Services	
Pleasure Boat Facility	If for a boat ramp, jetty, pontoon.

	If not for a marina.
Research and Development	
Residential	If for: (a) a single dwelling; or (b) a home-based business; and (c) not listed as Permitted.
Resource Development	If not listed as Permitted.
Resource Processing	If for a winery, brewery, cidery or distillery.
Sport and Recreation	
Tourist Operation	
Utilities	If not listed as Permitted.
Visitor Accommodation	If for a holiday cabin, backpackers hostel, bed and breakfast, camping and caravan park, or overnight camping area.
Prohibited	
All other uses	

CHI-S1.6 Use Standards

CHI-S1.6.1 Discretionary use

This clause is in substitution for Rural Zone – clause 20.3.1 Discretionary use, Agriculture Zone – clause 21.3.1 Discretionary use and are in addition to Environmental Management Zone – clause 23.3.1 Discretionary use

Objective:	That uses listed as Discretionary recognise and are compatible with the natural, cultural and landscape values of Lake Meadowbank together with the plan purpose statements.	
Acceptable Solutions		Performance Criteria
A1 No Acceptable Solution.		P1 A use listed as Discretionary must be consistent with the natural, cultural and landscape values of Lake Meadowbank together with the plan purpose statements, having regard to: <ul style="list-style-type: none"> (a) the significance of the natural, cultural, and landscape values; (b) the protection, conservation and management of the values;

	<ul style="list-style-type: none"> (c) the location, intensity and scale of the use and impacts on existing use and other lake activities; (d) the characteristics and type of use; (e) impact of traffic generation and parking requirements; (f) any emissions and waste produced by the use; (g) the storage and holding of goods, materials and waste; and (h) the proximity of sensitive uses.
A2 No Acceptable Solution.	P2 A use listed as Discretionary must not confine or restrain existing agricultural use on adjoining properties, having regard to: <ul style="list-style-type: none"> (a) the location of the proposed use; (b) the nature, scale and intensity of the use; (c) the likelihood and nature of any adverse impacts on adjoining uses; and (d) any off site impacts from adjoining uses.

CHI-S1.6.2 Visitor Accommodation

This clause is in substitution for Rural Zone – clause 20.3.1 Discretionary use, Agriculture Zone – clause 21.3.1 Discretionary use and are in addition to Environmental Management Zone – clause 23.3.1 Discretionary use.

Objective:	Visitor Accommodation does not cause an unreasonable loss of amenity or impact on the natural, cultural or landscape values of the area.	
Acceptable Solutions		Performance Criteria
A1 Visitor Accommodation, excluding camping and caravan park and overnight camping area, must: <ul style="list-style-type: none"> (a) have not more than 1 holiday cabin per title; or (b) accommodate guests in existing buildings. 		P1 Visitor Accommodation, excluding camping and caravan park and overnight camping area, must be in accordance with a master development plan
A2 Camping and caravan parks and overnight camping areas must have no more than 5 campsites or caravan park sites per title.		P2 Camping and caravan parks and overnight camping areas with 6 or more campsites and/or caravan sites must be in accordance with a master development plan.

CHI-S1.7 Development Standards for Buildings and Works

CHI-S1.7.1 Building height

This clause is in substitution for Rural Zone – clause 20.4.1 Building height; Agriculture Zone – clause 21.4.1 Building height; and Environmental Management Zone – clause 23.4.2 Building height, setback and siting A1 and P1.

Objective:	That buildings height is compatible with the natural, cultural and landscape values of the area and protects the visual and visitor accommodation amenity of adjoining properties.	
Acceptable Solutions		Performance Criteria
A1 Building height must be not more than: <ul style="list-style-type: none"> (a) 4m for a camping and caravan park or overnight camping area; (b) 5m for any Tourist Operation or Visitor Accommodation excluding a camping and caravan park or overnight camping area; (c) 5m for an outbuilding; and (d) 8m for any other building and works. 		P1 Building height must be compatible with the landscape values of the area, having regard to: <ul style="list-style-type: none"> (a) the height, bulk and form of proposed buildings; (b) the height, bulk and form of adjacent existing buildings; (c) the topography of the site; (d) the visual impact o the buildings when viewed from Lake Meadowbank, its foreshore or public places; and (e) the landscape values of the surrounding area.

CHI-S1.7.2 Setbacks and Siting

This clause is in substitution for Rural Zone – clause 20.4.2 Setbacks and Agriculture Zone – clause 21.4.2 Setbacks.

Objective:	That building setback and siting is compatible with the natural, cultural and landscape values of the area and protects the visual and visitor accommodation amenity of adjoining properties	
Acceptable Solutions		Performance Criteria
A1 Buildings and works, excluding for a camping and caravan park or overnight camping area, must have a setback not less than 100m from full supply level.		P1 Buildings and works, excluding for a camping and caravan park or overnight camping area, must have a setback not less than 40m from full supply level and must be compatible with the natural, cultural and landscape values of the area and protect the amenity of the adjoining properties, having regard to: <ul style="list-style-type: none"> (a) the visual amenity of the rural setting when viewed from adjoining properties, or from Lake Meadowbank, its foreshore or public places; and

	(b) impacts of any stormwater discharge directly into Lake Meadowbank.
A2 Buildings must have a setback from all boundaries of not less than 20m.	P2 Buildings must be sited to not cause an unreasonable loss of amenity, or impact on landscape values of the site, having regard to: <ul style="list-style-type: none"> (a) the topography of the site; (b) the size, shape and orientation of the site; (c) the side and rear setbacks of adjacent buildings; (d) the height, bulk, and form of existing and proposed buildings; (e) the need to remove vegetation as part of the development; (f) the appearance when viewed from adjacent property; (g) the landscape values of the area; and (h) the plan purpose statements.
A3 Buildings and works for a camping and caravan park or overnight camping area must have a setback not less than 40m from full supply level.	P3 Buildings and works for a camping and caravan park or overnight camping area must have a setback not less than 20m from full supply level, only if compliance with the Acceptable Solution cannot reasonably be achieved due to site constraints.
A4 Individual campsites or caravan park sites must be no more than a gross floor area of 50m ² .	P4 No Performance Criteria
A5 Buildings for a sensitive use must be separated from the boundary of an adjoining property outside the Specific Area Plan in the Rural Zone or Agriculture Zone a distance of: <ul style="list-style-type: none"> (a) not less than 200m; or (b) if the setback of an existing building for a sensitive use on the site is within 200m of that boundary, not less than the existing building. 	P5 Buildings for a sensitive use must be sited to not conflict or interfere with uses in the Rural Zone or Agriculture Zone outside the Specific Area Plan, having regard to: <ul style="list-style-type: none"> (a) the size, shape and topography of the site; (b) the separation from those zones of any existing buildings for sensitive uses on adjoining properties; (c) the existing and potential use of land in the adjoining zones;

	<p>(d) any buffers created by natural or other features; and</p> <p>(e) any proposed attenuation measures.</p>
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CHI-S1.7.3 Access

This clause is in substitution for Rural Zone – clause 20.4.3 Access for new dwellings and Agriculture Zone clause 21.4.3 Access for new dwellings.

Objective:	That safe and practicable vehicular access is provided with minimal impact on the surrounding natural, scenic and cultural values.
Acceptable Solutions	Performance Criteria
<p>A1</p> <p>Vehicular access is provided using existing vehicular tracks and internal roads.</p>	<p>P1</p> <p>The design, construction and location of vehicular access must have minimal impact on the surrounding natural, scenic and cultural values, having regard to:</p> <ul style="list-style-type: none"> (a) providing safe connections from existing road infrastructure; (b) minimising the total number of new roads and tracks within the Lake Meadowbank Specific Area Plan area; (c) being appropriate to the setting, and not substantially detracting from the rural character of the area; (d) avoiding impacts from dust, run-off and noise to other land users; and (e) consolidating and sharing vehicular access wherever practicable.

CHI-S1.7.4 Landscape Protection

This clause is an addition to Rural Zone – clause 20.4 Development Standards for Buildings and Works; Agriculture Zone – clause 21.4 Development Standards for Buildings and Works.

Objective:	That buildings and works are compatible with the landscape values of the site and surrounding area and managed to minimise adverse impacts.
Acceptable Solutions	Performance Criteria
<p>A1</p> <p>Buildings and works must:</p>	<p>P1.1</p> <p>Buildings and works must be located to minimise impacts on landscape values, having regard to:</p>

<ul style="list-style-type: none"> (a) be located within a building area, if shown on a sealed plan; or (b) be an alteration or extension to an existing building providing it is not more than the existing building height; and (c) not include cut and fill greater than 1m; and (d) be on a site not requiring the clearing of native vegetation; and (e) be not less than 10m in elevation below a skyline or ridgeline. 	<ul style="list-style-type: none"> (a) the topography of the site; (b) the size and shape of the site; (c) the proposed building height, size and bulk; (d) any constraints imposed by existing development; (e) visual impact when viewed from roads and public places; and (f) any screening vegetation, and <p>P1.2</p> <p>be located in an area requiring the clearing of native vegetation only if</p> <ul style="list-style-type: none"> (a) there are no sites clear of native vegetation and clear of other significant site constraints such as access difficulties or excessive slope, or the location is necessary for the functional requirements of infrastructure; and (b) the extent of clearing is the minimum necessary to meet the requirements of the Bushfire-Prone Areas Code.
<p>A2</p> <p>Buildings and works for a camping and caravan park or overnight camping ground must be of a temporary nature, such as not having footings and with the capacity to be easily removed from the site.</p>	<p>P2</p> <p>Buildings and works for a camping and caravan park or overnight camping ground of a permanent nature must be for one or more of the following purposes:</p> <ul style="list-style-type: none"> (a) a communal toilet/shower/laundry facility; (b) storage; (c) a site office or reception building.
<p>A3</p> <p>Exterior building finishes must have a light reflectance value not more than 40%, in dark natural tones of grey, green or brown.</p>	<p>P3</p> <p>Exterior building finishes must not cause an unreasonable loss of amenity to occupiers of adjoining properties or detract from the landscape values of the site or surrounding area, having regard to:</p> <ul style="list-style-type: none"> (a) the appearance of the building when viewed from roads or public places in the surrounding area; (b) any screening vegetation; and (c) the nature of the exterior finishes.

This clause is in addition to Rural Zone – clause 20.4 Development Standards for Buildings and Works, Agriculture Zone – clause 21.4 Development Standards for Buildings and Works, and Environmental Management Zone – clause 23.4 Development Standards for Building and Works.

Objective:	That permanent aquatic structures such as pontoons, boat ramps and jetties on Lake Meadowbank or its foreshore are only constructed as necessary and are safe, functional, and do not detract from the natural, cultural and landscape values of the area or impede recreational use or the operational needs of Hydro Tasmania.
Acceptable Solutions	Performance Criteria
A1 An aquatic structure is: <ul style="list-style-type: none"> (a) for the replacement of an existing structure; (b) provided by or on behalf of the Crown, a council or a State Authority; and (c) the rationalisation of two or more structures on Lake Meadowbank or its foreshore. 	P1 Aquatic structures must avoid adverse impacts on the natural, cultural and landscape values of Lake Meadowbank and only be constructed as necessary and safe, having regard to: <ul style="list-style-type: none"> (a) the advice and operational needs of Hydro Tasmania; (b) rationalising existing aquatic structures as far as practicable; (c) avoiding the proliferation of aquatic structures in the immediate vicinity; (d) the demonstrated need for the aquatic structure; and (e) the plan purpose statements.

CHI-S1.7.6 Aboriginal Heritage

This clause is in addition to Rural Zone – clause 20.4 Development Standards for Buildings and Works, Agriculture Zone – clause 21.4 Development Standards for Buildings and Works, and Environmental Management Zone – clause 23.4 Development Standards for Building and Works.

Objective:	That Aboriginal heritage is not inappropriately disturbed and
Acceptable Solutions	Performance Criteria
A1 Buildings and works must be in accordance with a Certificate and Unanticipated Discovery Plan, and any Assessment Result, issued by Aboriginal Heritage Tasmania.	P1 Buildings and works must be in accordance with an Approved Permit issued by the Minister for Aboriginal Affairs under Section 14 of the Aboriginal Heritage Act 1975.

CHI-S1.7.7 Protection of Lake Operation

This clause is in addition to Rural Zone – clause 20.4 Development Standards for Buildings and Works, Agriculture Zone – clause 21.4 Development Standards for Buildings and Works, and Environmental Management Zone – clause 23.4 Development Standards for Building and Works.

Objective:	That the operation of the lake for hydro-electric power generation and as a major source of potable water or greater Hobart is not compromised.
Acceptable Solutions	Performance Criteria
A1 Buildings or works within 20m of the maximum flood level must be accepted by Hydro Tasmania	P1 Buildings and works within 20m of the maximum flood level must not hinder the operation of the lake for hydro-electric generation purposes having regard to any advice received from Hydro Tasmania.

CHI-S1.7.8 Protection of Water Quality

This clause is in addition to Natural Assets Code – Clause C7.6.1 Development Standards for Buildings and Works

Objective:	That on-site waste water management does not contribute to adverse impacts on water quality.
Acceptable Solutions	Performance Criteria
A1 Land application area must be 100m from full supply level.	P1 Land application area must be of sufficient size and location to adequately manage waste water treatment so that there are no adverse impacts on water quality in Lake Meadowbank, having regard to: <ul style="list-style-type: none"> (a) the topography of the site; (b) the capacity of the site to absorb waste water; (c) the size and shape of the site; (d) the existing buildings and any constraints imposed by existing development; (e) the area of the site to be covered by the proposed development; (f) the provision for landscaping, vehicle parking, driveways and private open space; (g) any adverse impacts on the quality of ground and surface waters; (h) any adverse environmental impact on surrounding properties and the locality; (i) any cumulative adverse impacts on the operation of the waste water treatment system created by any nearby waste water treatment systems; (j) the benefit, or otherwise, of collective waste water treatment systems.

	(k) written advice from a suitably qualified person (onsite waste water management) about the adequacy of the on-site waste water management system.
--	--

CHI-S1.8 Development Standards for Subdivision

This sub-clause is not used in this specific area plan.

CHI-S1.9 Tables

This sub-clause is not used in this specific area plan.

ATTENTION LEON.

62100 601



21 March 2012

Mr J. Fowler
J R Fowler & Son
PO Box 6
BOTHWELL Tas 7030

Received	21/3/12		
Mail <input type="checkbox"/>	Fax <input type="checkbox"/>	Email <input type="checkbox"/>	DES <input type="checkbox"/>
Forwarded to			
GM <input type="checkbox"/>	FM <input type="checkbox"/>	WM <input type="checkbox"/>	DES <input type="checkbox"/>
Other			
Entered By:			
Ref:			

Dear John

Re: Approval to Flood Sections of Meadsfield Road

Your letter dated 19 March, 2012 together with preliminary engineer design drawings was tabled at Council's meeting held on Tuesday, 20 March, 2012.

Council resolved to give in principle agreement to the relocation of that part of Meadsfield Road as identified on the drawings provided, subject to:

1. Road being constructed to Council standards
2. You being responsible for surveying and transferring of new road to Council and surveying and transferring old road to your property title
3. If the water level of the dam or splash level reaches the proposed road, then Council require you to relocate the road a further 10-15 metres to the west on your property
4. You meeting all advertising costs and providing traffic management during the construction of the new road - this includes constructing a by-pass road during construction
5. A barrier will be required on both sides of the road where it passes the dam and at other locations as determined by your engineer and agreed with Council's Works Manager
6. Ongoing maintenance of this new section of Meadsfield Road will be your responsibility
7. Gravel for road surface is to be sourced from Council
8. Final engineering plans to be submitted to Council prior to work commencing

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

If you have any queries, please contact Jason Branch, Councils Works & Services Manager.

Yours faithfully

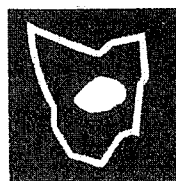
Lyn Eyles

Lyn Eyles
GENERAL MANAGER

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

Website www.centralhighlands.tas.gov.au

LEON 0417 051 736.



Enquiries to: Jason Branch
Email: jbranch@centralhighlands.tas.gov.au
Telephone: (03) 6286 3202

26 July 2012

Leon Ashlin
Project Manager
GHD
2 Salamanca Square
HOBART TAS 7000

Dear Sir

MEADSFIELD ROAD REALIGNMENT – J FOWLER

Thank you for your email of 8 May 2012 regarding the Conditions of Approval for the realignment of Meadsfield Road for flood sections for Mr John Fowler. I wish to make the following comments in regards to Conditions 5 and 6:

Condition 5

Advice has been sought from the Department of Infrastructure, Energy and Resources (DIER) and they have advised that under the Road Hazard Management Guide anything that has an invert of 1.8m or greater has to have guard rail. Anything that has an invert of less than 1.8m does not require a guard rail but requires 1-4 batters from the edge of the road with a 6m clear zone from the edge of the road to the hazard (dam).

Therefore, in accordance with the advice received from DIER, Council are happy for 1-4 batters to be constructed if the invert is no more than 1.8m and that a 6m clear zone is in place from the edge of the road to the dam.

This 6m zone must remain at all times and your client will need to illustrate to Council how this will be achieved given that there will be erosion etc from wave action on the dam.

Council also wish to know if it is an option to reduce the pivot span on the other side of the road so that new road can be redirected further into the paddock away from the dam.

Condition 6

Condition 6 is to be amended as per your recommendation as follows "You will be responsible for any defects that occur on this section of Meadsfield Road for a period of twelve months after Practical Completion of the Works."

Administration & Works & Services

Tarleton Street
HAMILTON
Tasmania 7140
Tel: (03) 6286 3202
Fax: (03) 6286 3334

Development & Environmental Services


Alexander Street
BOTHWELL
Tasmania 7030
Tel: (03) 6259 5503
Fax: (03) 6259 5722

Website www.centralhighlands.tas.gov.au

All other conditions on Council's Condition of Approval will remain unchanged.

I hope that this information is to your satisfaction and if you have any queries please do not hesitate to contact Council's Works Manager, Jason Branch, on 0428 725 198.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Geoff Cockerill', written over a horizontal line.

Geoff Cockerill

Acting General Manager



Our Ref:
Your Ref:
Enquiries to: Jason Branch
Email: jbranch@centralhighlands.tas.gov.au
Telephone: (03) 6259 5503

18 December 2012

Mr J Fowler
2 High Street
BOTHWELL TAS 7030

Dear Mr Fowler

MEADSFIELD ROAD REALIGNMENT

I wish to advise that at a meeting of Council held on Monday 10th December 2012 the issues brought to Council's attention regarding Condition 5 on the Conditions of Approval for the realignment of Meadsfield Road for flood sections was discussed.

It appears that the advice received by Council from the Department of Infrastructure, Energy and Resources (DIER) are contradictory. All information received from both the Launceston and Hobart offices has now been taken into account and Council has determined that Condition 5 can be relaxed. Council have agreed to support an 800mm high dirt embankment in lieu of the guard rail but be you are advised that you will be responsible for any damage that may be caused to the road from the dam. Written confirmation will be required from you to this effect.

I hope that this information is to your satisfaction and if you have any queries please do not hesitate to contact Council's Works Manager, Jason Branch, on 0428 725 198.

Yours faithfully

Lyn Eyles
General Manager

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

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

website www.centralhighlands.tas.gov.au

MICK HALL

margaret 2314 @ telstra.com



Meadsfield Road Realignment - J Fowler

Leon A Ashlin to jbranch

Bcc: 3216294

08/05/2012 10:40 AM

Repository: 3216294 "Bothwell Dam - Road Realignment"

Hello Jason,

I have recently received the Council's Conditions of Approval for the realignment of Meadsfield Road for flood sections from our client, Mr John Fowler. We are happy with a majority of the conditions, however, Condition 6 states *"Ongoing maintenance of this new section of Meadsfield Road will be your responsibility."* We believe that this should mean *"You will be responsible for any defects that occur on this section of Meadsfield Road for a period of twelve months after Practical Completion of the works."* Could this condition please be changed to represent the above?

Condition 5 states "A barrier will be required on both sides of the road where it passes the dam and at other locations as determined by your engineer and agreed with Council's Work Manager." For the following reasons, we wish to ask Council if this condition can be changed as the cost of any type of barrier would make this project prohibitive.

- The number of vehicles that use this road is very low - suggest that it would be under 100 vehicles per day.
- The new sections of road will be 5.5 metres wide with 1.5 metre verges on either side - total of 8.5 metres wide or 7.5 metres wide between guide posts - the existing road has a running lane of 3.5 metres at best with very loose gravel shoulders in places.
- The section of road to be raised is very straight between two high points. Eliminating the existing "sag" in this section of road with increase sight distance as there is currently a blind crest at chainage 320 to 360.
- New guide posts with delineators will be placed at approximately 50 metre spacings in lieu of guard rail - this will give the impression of a "causeway" through the proposed dam extension.
- We have changed the slope of the batters from 1 in 2 to 1 in 4 to lessen the steepness of the batters and to make the road easier to maintain. This will also widen the road reservation in this area.
- The lowest final level of the road is approximately 1.0 metres above the proposed top of dam level. Proposed dam level is RL 46.00
- Our client is also happy to install speed advisory signage if required to advise road users of suggested speeds. A black arrow on yellow background (chevron) signs can be used where the road has a new horizontal alignment to advise road users of the bends at this section of road.
- The cost of guardrail is approximately \$130 to \$140/m plus 4 end assemblies @ \$4000 to \$5000 each. Over 160 metres of guardrail on both sides would cost approximately \$65,000.

Could you please ask Council to reconsider both Conditions 5 and 6 as stated above at your next Council meeting? Please find attached updated drawings and transmittal notice.



32-16294-C001-A.zip 32-16294-C002-A.zip 32-16294-T001.zip

Regards

Leon Ashlin
Project Manager

GHD

T: 61 3 6210 0618 | V: 320618 | M: 61 417 051 736 | E: leon.ashlin@ghd.com
2 Salamanca Square, Hobart Tasmania 7000 Australia | <http://www.ghd.com/>

[Water](#) | [Energy & Resources](#) | [Environment](#) | [Property & Buildings](#) | [Transportation](#)

Please consider the environment before printing this email



05 October 2012

Mr John Fowler
"Bendeveeron"
PO Box 6
BOTHWELL TAS 7030

Our ref: 32/16294
Your ref: 58031

Dear John

Bothwell Dam - Road Realignment - Further Advice

Sorry for the delay in writing to you since our last conversation prior to you going overseas. I have received correspondence from the Central Highlands Council regarding the proposed realignment of Meadsfield Road due to the proposed lifting of the adjacent dam level.

I have enclosed a copy of this letter (dated 26 July 2012) and a copy of a previous email and plans (dated 8 May 2012) sent to them on your behalf regarding some of the conditions placed on your application.

They have agreed to change Condition 6 as requested by us, but Condition 5 will require some extra road widening. Our preliminary design shows batters of 1 in 4 thus giving us 4.0m of batter if the verge level is 1.0m above top of dam level. In addition to this, we allowed for a 1.5m wide verge which will need to be increased to 2.0m (on both sides) to give an overall distance of 6.0m to the edge of road from the dam. If this is done, guardrail will not be required.

Council also asked if the pivot irrigator span could be reduced on the top side of the road so that the new road can be redirected further into the paddock away from the dam.

Could you please give us direction to either go ahead with these changes in design or if you do not wish to pursue this matter any further.

To date, we have incurred a cost of \$3210 on this project of which we have billed you for \$2000 (excluding GST).

I look forward to your reply.

Sincerely
GHD Pty Ltd

Leon Ashlin
Project Manager
03 6210 0618



CLIENTS | PEOPLE | PERFORMANCE

14 March 2012

Mr John Fowler
"Bendevevon"
2 High Street
BOTHWELL TASMANIA 7030

Our ref: 32/16294/56446
Your ref:

Dear John

Bothwell Dam Road Realignment - Road Design

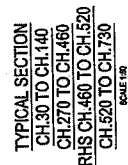
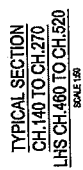
As per our meeting on site on Wednesday 22 February 2012, I write to confirm that the following was agreed to as per GHD's involvement:

- GHD will design a new road realignment, both vertically and/or horizontally where the new dam height will affect the existing road location or height.
- There are two locations where the new dam height will affect the road. The first "low point" in the road will have to be built up and cannot be realigned due to the pivot irrigation infrastructure currently in place. The second "low point" will be relocated to the higher side of the land above the new top of water level with horizontal curves suitable for a 70 km/h speed zone.
- GHD will design the road with suitable width verges to allow safe travel by vehicles, without the need for guard railing to be installed.
- GHD will complete preliminary plans for the Client to present to Central Highlands Council for discussion prior to final design taking place. The client will liaise with council and present any changes back to GHD for the design finalisation.
- The maximum cost of design works will be \$6200.00 excluding GST.

Please contact Leon Ashlin on 6210 0618 if you require further information or having any questions regarding the above.

Yours sincerely
GHD Pty Ltd

Leon Ashlin
Project manager
03 6210 0618

[illegible]



CLIENTS | PEOPLE | PERFORMANCE

GHD

2 Salamanca Square

DX 266 Hobart

Telephone 61 3 6210 0600 Facsimile 61 3 6210 0601

Email hbamail@ghd.com

Transmittal Record

Transmittal No:
32-16294-T002

Date: 28/11/2012

To: Central Highlands Council

Attention: JASON BRANCH

Address: -

Copy To: Mr John Fowler

From: Leon Ashlin

Project: Bothwell Dam Road Realignment

Job No: 3216294

Reason: Approval

Drawing No	Rev	Drawing Title	Copies
C001	B	PLAN AND LONGITUDINAL SECTION	1
C002	B	TYPICAL SECTIONS	1

Remarks: Issue for Council approval

Sent by: Email

Per: 

**GHD**

2 Salamanca Square

DX 266 Hobart

Telephone 61 3 6210 0600 Facsimile 61 3 6210 0601

Email hbamail@ghd.com

CLIENTS | PEOPLE | PERFORMANCE

**Transmittal
Record**

Transmittal No:

32-16294-T003

Date: 08/01/2013

To: Central Highlands Council

Attention: JASON BRANCH

Address: -

Copy To: Mr John Fowler

From: Leon Ashlin

Project: Bothwell Dam Road Realignment

Job No: 3216294

Reason: Approval

Drawing No	Rev	Drawing Title	Copies
C001	C	PLAN AND LONGITUDINAL SECTION	1
C002	C	TYPICAL SECTIONS	1

Remarks: Issue for Council final approval

Sent by: Email

Per: 

Quantities Required for Meadsfield Road - Proposed Upgrade for Fowler Dam Raise

Excavation	910	m3
Select Fill	4818.2	m3
50mm Red Gravel	200	m3
250mm FCR	1232.8	m3
Riprap	1786	m3
Geofabric	3360	m2
Guide Posts	90	No.

The above quantities are based on the latest plans dated 28 Nov 2012. These plans are yet to be approved by Central Highlands Council. They are due to have a Council Meeting on 10 Dec 2012.

**Central Highlands Council
(ABN 30 472 494 899)**

and

Peter John Bignell

Lease

**‘Pub with No Beer Rest Area’ - off Highland Lakes Road, Bothwell,
7030, Tasmania**

PAGE SEAGER

LAWYERS

Level 2, 179 Murray Street
HOBART TAS 7000

P: (03) 6235 5155

F: (03) 6231 0352

Ref: AES (210737)

210737 - v1.2 (clean) Lease DB1 230760.docx

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Details

Date	The	day of	2021
Parties	Landlord and Tenant		

Landlord

Name	Central Highlands Council
ABN	30 472 494 899
Address	6 Tarleton Street, Hamilton, TAS, 7140
Contact	General Manager
Email	leyles@centralhighlands.tas.gov.au

Tenant

Name	Peter John Bignell
Address	‘Belgrove’, 3121 Midland Highway, Kempton, TAS, 7030
Email	

Background

- A The Landlord is the owner of the Premises.
- B The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions set out in this lease.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this lease, unless the contrary intention appears:

Authority means any governmental or other public body, local authority or other authority of any kind.

Business Day means a day on which banks are open for general banking business in Hobart other than a Saturday, Sunday or public holiday.

Commencement Date means the date specified in Item 4.

Dealing means the Tenant:

- (a) transferring this lease or subletting the Premises;
- (b) mortgaging or encumbering its interest in this lease; or
- (c) entering into an agreement that gives any person the right to enter into occupation or possession of the Premises or any part of the Premises or any goods or property on the Premises.

Details means the section of this lease headed 'Details'.

Event of Default means any of the events specified in clause 13.2 (Events of Default).

Financing Change Statement has the meaning given by section 10 of the PPSA.

Financing Statement has the meaning given by section 10 of the PPSA.

Insolvent means the Tenant becomes bankrupt, insolvent, under administration, in liquidation or receivership, deregistered or otherwise without full capacity.

Item means an item in the Schedule.

Land means the land described in Item 13.

Landlord means the party described as such in the Details and includes the Landlord's successors and an assignee of the reversion and, where the context permits, any person authorised by the Landlord to do any act on the Landlord's behalf for the purposes of this lease.

Law means any law (including principles of law or equity established by decision of courts) that apply in Tasmania, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Loss includes claim, liability, damage, cost or expense.

Permitted Trading Hours means the hours specified in Item 15.

Permitted Use means the use stated in Item 10.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security Interest means a security interest as defined in section 12 of the PPSA.

PPS Property means every legal or equitable estate or interest that a party (the Grantor) may have in all present and after acquired property in relation to which the Grantor has rights.

Premises means the premises described in Item 1 and includes all fixed improvements on the Premises (including additions).

Rent means the rent stated in Item 5 and includes the rent as it may be reviewed or adjusted under this lease.

Rent Commencement Date means the date specified in Item 6.

Security Interest means:

- (a) any mortgage, charge, lien, pledge, title retention arrangement, trust or power as or in effect as security for the payment of a monetary obligation or compliance with any other obligation; or
- (b) in relation to any PPS Property, the meaning given to that term in the PPSA.

Tenant means the party described as such in the Details and includes:

- (a) when an individual, the Tenant's legal personal representatives and assigns;
- (b) when a company or corporation, its successors and assigns,

and unless a contrary meaning appears, includes the Tenant's employees, agents, suppliers, customers, contractors, subcontractors, licensees, invitees or any other person claiming through or under the Tenant.

Tenant's Property means any plant or equipment, fixtures, fittings, furniture and furnishings or other property which the Tenant brings on the Premises or fixes to the Premises.

Term means the term stated in Item 2 and includes where the context permits, any period of holding over.

Third Party Property means any plant, equipment, stock in trade, other goods or money of any party other than the Tenant or the Landlord in or upon the Premises.

Transaction Document means this lease, any guarantee or guarantee and indemnity given in connection with this lease, any consent given by the Landlord under this lease, including any planning or building approval, any assignment of this lease, any sublease, any instrument which the Tenant acknowledges to be a Transaction Document and any other instrument contemplated by any of them.

Utilities means electricity, gas, telephone and telecommunications.

Workers has the meaning as set out in the *Work Health and Safety Act 2012* (Tas) and/or the *Work Health and Safety Regulations 2012* (Tas).

Workplace Health and Safety Requirements includes:

- (a) the Landlord's reasonable work health and safety policies as advised to the Tenant from time to time;
- (b) all legislative requirements relating to work health and safety; and

- (c) any other requirements relating to workplace health and safety,
as may be applicable or relevant to the Tenant's use of the Premises from time to time.

1.2 Interpretation

- (a) A reference to:
 - (i) one gender includes every other gender;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate or unincorporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns.
 - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time;
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (C) another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (vi) money is to Australian dollars, unless otherwise stated.
- (b) The expression "this lease" includes the deed, covenants, agreement, arrangement, understanding or transaction recorded in this lease.
- (c) "Including" and similar expressions are not words of limitation.
- (d) A reference to a clause or schedule is a reference to a clause of or a schedule to this lease.
- (e) A reference to a document (including, without limitation, a reference to this lease) is to that document as amended, novated or replaced.
- (f) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (g) Headings and any table of contents or index are for convenience only and do not form part of this lease or affect its interpretation.
- (h) A provision of this lease must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this lease or the inclusion of the provision in this lease.
- (i) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 Parties

- (a) If a party is made up of more than one person, or a term is used in this lease to refer to more than one party, then:
 - (i) a reference to a party includes each and every person;
 - (ii) those persons are bound separately; and
 - (iii) any two or more persons are bound jointly and severally.
- (b) If the Tenant enters into this lease as a trustee of a trust, the Tenant is bound in its personal capacity and in its capacity as trustee of that trust.

2 Grant of lease

Subject to the reservations in this lease, the Landlord grants to the Tenant for the Term exclusive possession of the Premises.

3 Rent

- (a) The Tenant is to pay the Rent to the Landlord in advance without demand by the Landlord to

or as directed by the Landlord, which may be altered by the Landlord by written notice served on the Tenant.

- (b) The Rent is payable by cash or cheque, or if required by the Landlord by banker's order on the Tenant's bank, or by depositing or transferring the payments into an account as directed by the Landlord from time to time.

4 Dealing with the Premises

4.1 Landlord's consent to dealing

The Tenant must obtain the Landlord's written consent to any Dealing.

4.2 Requirements for consent

- (a) The Landlord may withhold consent to a Dealing if:
 - (i) the Tenant's request for consent is not in writing; or
 - (ii) the Tenant is in default of this lease at the time of the request or at the time of the Dealing taking effect.
- (b) The Landlord may attach conditions to the granting of consent to a Dealing including requiring:
 - (i) the parties to the Dealing to execute a covenant with the Landlord to comply with the terms of this lease;
 - (ii) the Tenant to remedy any outstanding default on the part of the Tenant's or to obtain the Landlord's waiver in that regard;
 - (iii) the Tenant to obtain any consents by head landlords, mortgagees or others which are required in relation to the Dealing; and
 - (iv) the Tenant to pay or reimburse the Landlord the Landlord's costs of considering the Tenant's request for consent (whether or not the Dealing takes effect or is completed).

4.3 Assignment

If a Dealing is an assignment of this lease:

- (a) the Tenant must:
 - (i) at least 14 days before the date of the proposed assignment supply evidence acceptable to the Landlord that the proposed assignee is experienced in and of good reputation in relation to conducting a business permitted by this lease and is financially able to conduct that business; and
 - (ii) deliver to the Landlord, before the date of the proposed assignment a completed agreement (or deed), in a form prepared by or approved by the Landlord's solicitors, by which the proposed assignee and any applicable guarantors agree with the Landlord to be bound by this lease as and from the date that the assignment takes effect; and
 - (iii) if requested by the Landlord arrange for the proposed assignee to obtain from another person or persons acceptable to the Landlord a guarantee of the obligations under this lease on terms acceptable to the Landlord to be assumed by the proposed assignee;
- (b) the Landlord may withhold its consent if:
 - (i) the assignee proposes to change the Permitted Use; or
 - (ii) the assignee is not experienced in or of good reputation in relation to conducting a business permitted by this lease or is not financially able to conduct that business.

4.4 Sub-lease

If a Dealing is a sub-lease:

- (a) the Tenant acknowledges that any act or omission of a sub-tenant under a sub-lease is an act or omission of the Tenant under this lease;
- (b) the Tenant must provide the Landlord with any information the landlord reasonably required about the identity, financial standing and business experience of the subtenant; and
- (c) the Landlord may withhold its consent if the subtenant is not experienced in or of good reputation in relation to conducting a business permitted by this lease or is not financially able

to conduct that business.

4.5 Mortgage or encumbrance

If a Dealing is a mortgage or encumbrance of the Tenant's interest in this lease, the Landlord may withhold consent if it is required to agree to terms or conditions that detract from or diminish its rights under this lease.

4.6 Change in control

If the Tenant is a company whose shares are not listed on an Australian Stock Exchange and there is a change in control of the Tenant (or if the Tenant is a subsidiary, any change in the control of its holding company):

- (a) the change in control is deemed to be a Dealing; and
- (b) if requested by the Landlord, the Tenant is to obtain from a bank or other person acceptable to the Landlord, a guarantee of the Tenant's obligations under this lease on terms acceptable to the Landlord;

and in this clause:

- (c) "control" means control of the composition of the board of directors or control of more than 50% of the shares with the right to vote at general meetings; and
- (d) words defined in the Corporations Act have the meanings given to them by that Law.

5 Use of Premises

5.1 Permitted Use

The Tenant may only use the Premises for the Permitted Use.

5.2 Tenant's own enquiries and responsibility for approvals

- (a) The Tenant acknowledges it has relied on its own enquiries and satisfied itself, before entering into this lease, regarding all approvals, consents and licences required for use of the Premises by the Tenant for the intended use and the Permitted Use of the Premises.
- (b) The Tenant has full responsibility, at its expense, to ensure that all approvals, consents and licences required by the Tenant for the use of the Premises are obtained and maintained throughout the Term and that all their conditions are observed.

5.3 No warranty as to use

To the extent permitted by law, the Landlord does not give any warranty of any kind that the Premises are suitable for any purpose for which the Tenant intends to use them and any warranty in relation to the Premises which is implied by law is excluded and does not apply to the Premises.

5.4 Trading requirements

The Tenant may only operate from the Premises within the Permitted Trading Hours.

6 Insurance

6.1 Tenant's obligations

The Tenant must:

- (a) effect and maintain throughout the Term with an insurer approved by the Landlord in the name of the Tenant and with the interest of the Landlord and, if required by the Landlord, any mortgagee of the Landlord, noted for their respective rights and interests:
 - (i) public risk insurance of at least the minimum cover set out in Item 11 in respect of any single event or accident, including fire, flood and explosion with respect to the Premises. The policy of public risk insurance must cover death of or injury to any person and damage to the property of any person (including liability of the Tenant to the Landlord and any employee, agent or contractor of the Landlord) while such person is using, upon, entering or leaving the Premises and be extended to include claims, risks and events covered under indemnities provided by the Tenant to the Landlord under this lease;
- (b) in respect of those insurances provide certificates of currency of insurance effected in

accordance with this clause to the Landlord prior to the Commencement Date and annually upon request;

- (c) notify the Landlord immediately of:
 - (i) the Tenant's intention to cancel, replace or alter any insurance effected by the Tenant in accordance with this clause 6.1;
 - (ii) any notice or correspondence received by the Tenant from an insurer indicating its intention to cancel or materially alter any of those insurances;
 - (iii) the occurrence of any fact or event which:
 - (A) may give rise to a claim against the Landlord or the Tenant, which may be covered by any one of those insurances; or
 - (B) may prejudice the entitlement to claim under any of those insurances.

6.2 Conditions of insurance

The conditions and exclusions of each insurance policy in respect of each insurance effected by the Tenant must not be unusual for the type of insurance.

6.3 Variation of sum insured

The Landlord may at any time increase by a reasonable amount the minimum cover for the public risk insurance by notice to the Tenant.

6.4 Restrictions on Tenant's activities

Unless the Landlord consents, the Tenant must not:

- (a) do or allow anything to be done which adversely affects any insurance taken out by the Landlord in connection with the Premises or which may increase the cost of obtaining that insurance; or
- (b) settle or compromise any claim under any policy of insurance relating to the Premises.

6.5 Failure to maintain insurance

If the Tenant at any time fails to maintain the insurances referred to in clause 6.1 (Tenant's obligations) the Landlord may (but is not required to) do everything necessary to effect and maintain such insurances and all moneys paid or expense incurred by the Landlord in this regard will be payable by the Tenant on demand.

6.6 Replacement of property

- (a) In the event of loss or damage to the Landlord's or Tenant's property which is covered by insurance effected by the Tenant, the Tenant will promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b) The Tenant must pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance.

6.7 Landlord's obligations

- (a) The Landlord will effect and maintain throughout the Term a comprehensive insurance policy for the full insurable and replacement value of buildings of which the Premises form part, or if the Premises are part of a strata scheme, will procure the body corporate to do so.
- (b) If requested by the Tenant, the Landlord will provide to the Tenant:
 - (i) a copy or particulars of the current insurance policy;
 - (ii) evidence of renewal and payment of the insurance premium.

7 Indemnities and exclusions

7.1 By the Tenant

The Tenant indemnifies the Landlord to the maximum extent permitted by Law against any Loss suffered or incurred by the Landlord arising from or in connection with:

- (a) any damage to (or arising from the use of) the Premises or the Land; and
- (b) any injury (including death) to any person, including the Landlord, in or near the Premises or

the Land,
caused or contributed to by the negligence or default of the Tenant.

7.2 Landlord not liable

The Landlord is not responsible or liable to the Tenant or any person claiming under or through the Tenant (whether by way of compensation or reduction in rent or otherwise) in respect of any Loss resulting from any accident, loss of life, injury, damage, malfunction or other event due to any cause in or affecting the Premises, including damage caused by water or a sprinkler system, unless caused by the negligence of the Landlord or any employee or agent of the Landlord.

8 Condition of Premises

The parties acknowledge and agree that:

- (a) the Tenant accepts the state and condition of the Premises as at the earlier of the Commencement Date and the date of the Tenant's first occupation of the Premises;
- (b) the Landlord makes no warranties of any kind nor provides any covenants as to the condition, description, state, quality, fitness and/or suitability of the Premises for the Permitted Use or any other use permitted under clause 5.1 (Permitted Use);
- (c) the Tenant must not use, permit or allow the Premises to be used in a manner contrary to any Laws, policies or directions issued by any Authority having jurisdiction or control over the Premises and/or the Permitted Use, relating to environment protection, the Premises and its surroundings;
- (d) the Tenant will not be responsible for contamination found on the Premises which is proven by the Tenant to have arisen prior to the Tenant's occupation of the Premises; and
- (e) to the extent permitted by Law, any warranty in relation to the Premises which is implied by Law is excluded and does not apply to the Premises.

9 Compliance with laws and requirements

9.1 Compliance

Subject to clause 10.2 (Limitations on Tenant's obligation to repair), the Tenant must comply with all requirements of any Authority and all Laws in connection with the Premises or the Tenant's use of the Premises (including carrying out any alterations, additions and repairs to the Premises) but the Tenant need not carry out work of a structural nature.

9.2 Workplace Health and Safety

The Tenant:

- (a) acknowledges and agrees that the Tenant has received from the Landlord all relevant information held by the Landlord that may reasonably be required by the Tenant to discharge the duties imposed on the Tenant under the Workplace Health and Safety Requirements;
- (b) warrants that it, and its Workers are familiar with, and have the capabilities and resources to comply with the Workplace Health and Safety Requirements;
- (c) will comply, at the Tenant's cost, with all Workplace Health and Safety Requirements;
- (d) must notify the Landlord in writing where there is a conflict under the Workplace Health and Safety Requirements and any other requirements under this lease and must consult, cooperate and coordinate with the Landlord or other applicable duty holders to find an appropriate resolution;
- (e) will consult, cooperate and coordinate with the Landlord and other duty holders to ensure that all parties are able to comply with the Workplace Health and Safety Requirements;
- (f) without limiting any other provision of this lease, agrees to notify the Landlord of any risks to the health and safety of persons using:
 - (i) the Premises; or
 - (ii) the Land; or
 - (iii) the Tenant's Property,

immediately after becoming aware of such risks.

- (g) must provide to the Landlord all things necessary to enable the Landlord to meet its obligations under the Workplace Health and Safety Requirements;
- (h) will, on the reasonable request of the Landlord, demonstrate compliance with the Workplace Health and Safety Requirements, including providing evidence of measures taken to achieve such compliance; and
- (i) to the extent permitted by law, indemnifies the Landlord against any Loss which the Landlord may incur arising out of, or as a result of, non-compliance or breach by the Tenant or its Workers of this clause 9. This indemnity extends to include any costs incurred by the Landlord in taking steps to ensure compliance by the Landlord, the Tenant or the Workers with the Workplace Health and Safety Requirements.

10 Repair, alteration and cleaning

10.1 Maintenance and repair

The Tenant must at the Tenant's cost throughout the Term and otherwise while the Tenant is in possession of the Premises:

- (a) keep the Premises in good repair having regard to the condition of the Premises at the Commencement Date (or, if this lease is one of a sequence of leases, to the state of repair and condition at the Commencement Date of the first lease);
- (b) keep the Tenant's Property in good repair having regard to the condition of the Tenant's Property at the Commencement Date (or, if this lease is one of a sequence of leases, to the state of repair and condition at the Commencement Date of the first lease);
- (c) promptly repair any damage to the Premises to the extent caused or contributed to by the Tenant.

10.2 Limitations on Tenant's obligation to repair

- (a) The Tenant is not responsible for reasonable wear and tear to the Premises provided that the Tenant has taken all reasonable measures and precautions to ensure that any damage which has been done or occasioned by reasonable wear and tear will not give rise to or cause or contribute to any substantial injury to the Premises.
- (b) The Tenant is not responsible for damage resulting from fire, storm or tempest to the Premises, which are beyond the Tenant's responsibility or control, unless any insurance moneys on the Premises or any or any property situated in the Premises are irrecoverable by the Landlord in consequence of some act or default of the Tenant.

10.3 Notice of damage

The Tenant must inform the Landlord of any damage to the Premises immediately the Tenant becomes aware of it.

10.4 Damage to the Premises

The Tenant must not cause damage to the Premises or allow them to be damaged.

11 Tenant's general obligations

In connection with the Premises, the Tenant must not and must not permit anyone else to:

- (a) permit any other person to carry on business on or from the Premises except with the prior written consent of the Landlord;
- (b) use the Premises as a residence;
- (c) vacate the Premises, except as required by this lease or abandon the Premises;
- (d) create in favour of any person a Security Interest in the Premises, unless the Landlord consents; or
- (e) lodge a caveat in relation to the Tenant's interest under this lease.

12 Landlord's general rights and obligations

12.1 Quiet enjoyment

If the Tenant complies with the Tenant's obligations under this lease, the Tenant may hold the Premises during the Term without interruption by the Landlord, except as provided in this lease.

12.2 Right to enter

The Landlord may after giving reasonable notice to the Tenant (or in an emergency, without notice) enter the Premises:

- (a) to inspect the state of repair and condition of the Premises;
 - (b) to maintain or repair the Premises;
 - (c) to carry out structural alterations to the Premises which it considers necessary or works required by an Authority;
 - (d) to remove harmful substances; or
 - (e) pursuant to clause 12.3 (Landlord may rectify),
- without, in any case, affecting the Tenant's obligations under this lease.

12.3 Landlord may rectify

The Landlord may, at the Tenant's expense, do anything which should have been done by the Tenant under this lease but which has not been done or has not been done properly and the Landlord may enter the Premises for that purpose.

13 Default

13.1 Essential terms

The following obligations of the Tenant are essential terms of this lease:

- (a) all obligations to pay money under this lease; and
- (b) the obligations under clauses 4.1 (Landlord's consent to dealing), 5.1 (Permitted Use), 6 (Insurance) and 10.1 (Maintenance and repair).

This clause 13.1 does not prevent any other obligation of the Tenant under this lease being an essential term.

13.2 Events of Default

An Event of Default occurs if:

- (a) the Tenant repudiates or commits a fundamental breach of this lease;
- (b) the Rent is at any time unpaid for 14 days after becoming due, whether formally demanded or not;
- (c) the Tenant does not comply with any of its other obligations under this lease, whether or not an essential term;
- (d) any essential term of this lease is claimed to be wholly or partly void, voidable or unenforceable by the Tenant or by anyone on its behalf;
- (e) a judgment, order or Security Interest is enforced or becomes enforceable against the Tenant's interest in this lease or the Tenant's Property;
- (f) the Land is damaged or destroyed and:
 - (i) the damage or destruction was caused by, contributed to by, or arises from, an act or omission of the Tenant; or
 - (ii) a policy of insurance in connection with the Land has been prejudiced or made void or payment of policy money has been refused by the insurer because of an act or omission of the Tenant;
- (g) the Tenant becomes Insolvent; or
- (h) any essential term of this lease is or becomes wholly or partly void, voidable or unenforceable even if not claimed to be so by the Tenant or by anyone on its behalf.

13.3 Insolvent Consequences

- (a) The Tenant is not relieved of its obligations under this Lease if it becomes Insolvent.
- (b) The Landlord retains its rights under clause 13.5 (Landlord's right to terminate) if the Tenant becomes Insolvent.

13.4 Tenant to ensure no Event of Default occurs

The Tenant must ensure that no Event of Default occurs.

13.5 Landlord's right to terminate

- (a) Subject to section 15 of the *Conveyancing and Law of Property Act 1884* (Tas) and Parts 5.1 – 5.3 of the *Corporations Act 2001* (Cth), the Landlord may without notice, or if required by Law, with notice:
 - (i) terminate this lease by re-entering and taking possession of the Premises using reasonable force to secure possession;
 - (ii) serve on the Tenant notice terminating this lease;
 - (iii) institute proceedings for possession against the Tenant;
 - (iv) take the actions in both 13.5(a)(i) and 13.5(a)(ii) or in 13.5(a)(ii) and 13.5(a)(iii), to the extent permitted by law, immediately or at any time after an Event of Default occurs.
- (b) Any action the Landlord takes under this clause 13.5 is without prejudice to any action, suit or other remedy of the Landlord for arrears of Rent or any other moneys owing, or any other breach under this lease.

13.6 Landlord's entitlements after Tenant vacates during Term

- (a) If the Tenant vacates or abandons the Premises during the Term in breach of the Tenant's obligations under this lease, the Landlord may:
 - (i) restore and clean the Premises;
 - (ii) permit prospective tenants to inspect the Premises;
- (b) take any action in clause 13.6 without the Landlord's conduct constituting:
 - (i) a re-entry or termination of this lease;
 - (ii) the acceptance of a surrender of this lease.
- (c) The Tenant's obligation to pay Rent, to comply with other financial obligations under this lease and to comply with other lease obligations continue, despite the Tenant vacating or abandoning the Premises, until the termination or expiry of this lease.

13.7 Damages for breach or repudiation

- (a) In the event that the Tenant's conduct (whether acts or omissions) constitutes:
 - (i) a repudiation of this lease (or of the Tenant's obligations under this lease);
 - (ii) a breach of any covenants, including without limitation clause 13.4 (Tenant to ensure no Event of Default occurs);
 - (iii) a breach of an essential term of this lease,the Tenant covenants to compensate the Landlord for the loss or damage suffered by the Landlord as a consequence of the repudiation or breach, whether this lease is or is not terminated for the repudiation, breach or on any other ground.
- (b) The Tenant's obligation to compensate the Landlord for loss or damage in clause 13.7(a) includes, without limitation, liability, loss, costs, charges and expenses on account of funds borrowed, contracted for or used to fund any amount payable under any Transaction Document and including in each case, without limitation, costs charges and expenses in accordance with clause 17 (Costs, expenses, duties and fees).

13.8 Waiver

- (a) After the Tenant is in default or breach under this lease, including a breach of an essential term of this lease, the demand or acceptance from the Tenant by the Landlord of arrears or of any late payment of Rent and any other monies payable by the Tenant to the Landlord or

under this lease does not:

- (i) preclude the Landlord from exercising any rights or remedies under this lease, including enforcing or terminating this lease;
 - (ii) constitute a waiver of the essentiality of the Tenant's obligation to make those payments;
 - (iii) waive the Tenant's continuing obligation to make those payments during the Term.
- (b) The Landlord's failure to enforce any of the Tenant's obligations under this lease, and to terminate this lease, does not waive the Landlord's entitlement to require the Tenant to observe all obligations under this lease, to enforce that and all other obligations and to terminate this lease.
- (c) The waiver by the Landlord of performance of some of the Tenant's obligations under this lease, temporarily or permanently, is not a waiver of any other or subsequent breach or default by the Tenant. A provision of or a right created under this lease may not be:
- (i) waived except in writing, signed by the party with the benefit of that provision or right; or
 - (ii) varied except in writing signed by the Landlord and the Tenant.
- (d) The termination of this lease on any basis does not affect the Landlord's rights and remedies for earlier breaches by the Tenant of the obligations under this lease.

13.9 Mitigation of damages

- (a) The Landlord's right to damages under clause 13.7 (Damages for breach or repudiation) do not affect the Landlord's general obligation to mitigate its loss.
- (b) An attempt by the Landlord to mitigate its loss is not by itself a surrender by operation of Law or acceptance of the Tenant's repudiation of or forgiveness of the breach of this lease.

13.10 Interest on overdue money

- (a) The Tenant is to pay interest on any amount payable by it under this lease which is not paid on the due date, from the due date until it is paid. The interest is to be paid on demand and is to be calculated on daily balances.
- (b) The interest rate to be applied to each daily balance is two percent (2%) per annum above the prime bank rate from time to time charged by an Australian bank nominated by the Landlord on overdraft facilities in excess of \$100,000.00.
- (c) This clause 13 does not prevent the Landlord from recovering any amount exceeding the interest calculated under this clause as a consequence of any amount not being paid when due. The Landlord's entitlement to interest is in addition to all other remedies for breach of this lease, including termination of this lease, and interest continues to run until payment despite the termination of this lease.

14 Tenant's obligations on termination

14.1 Tenant to vacate

The Tenant must yield up possession and control over the Premises to the Landlord on the expiry or termination of this lease in the condition and state of repair as required under this lease.

14.2 Removal of Tenant's property

- (a) The Tenant must remove the Tenant's Property from the Premises, before the expiry or termination of this lease or, if it is terminated by the Landlord, within 7 days after this lease is terminated during which time the Landlord will give the Tenant access at times reasonably approved by the Landlord to remove the Tenant's Property.
- (b) If the Tenant fails to remove any of the Tenant's Property and any Third Party Property from the Premises, the Landlord may:
 - (i) have that property removed from the Premises and stored, always being exempted from any liability to the Tenant for loss or damage to any of the Tenant's Property and any Third Party Property through the negligence of the Landlord, its employees or agents;
 - (ii) sell or otherwise dispose of all or any of the Tenant's Property, with or without removing

them from the Premises, in the name of and as agent for the Tenant.

- (c) In respect of all or any of the Tenant's Property which the Tenant has failed to remove from the Premises, the Tenant is deemed to have abandoned the property and title to it and the Landlord at its option acquires title to that property through abandonment.
- (d) The Landlord is obliged to account to the Tenant for the value of any property whose title vests in the Landlord by abandonment.
- (e) The Tenant is responsible for and indemnifies the Landlord to the maximum extent permitted by Law in respect of:
 - (i) any loss or damage caused by the Tenant during the removal of the Tenant's Property or any Third Party Property from the Premises; and
 - (ii) the costs of removal, storage and sale of any of the Tenant's Property; and
 - (iii) the costs of removal and storage of any Third Party Property.

15 Holding over

If the Tenant, with the Landlord's consent, continues to occupy the Premises after the expiration of the Term, the Tenant is a monthly tenant of the Premises and:

- (a) the monthly tenancy may be terminated by either party giving to the other at least one month's notice which may expire on any day except where:
 - (i) the Tenant fails to comply with an essential term of this lease; or
 - (ii) an Event of Default occurs,in which case this lease may be terminated by the Landlord giving the Tenant 14 days' written notice.
- (b) the monthly Rent is the same as that payable immediately preceding the end of the Term; and
- (c) all the other provisions of this lease apply to the monthly tenancy except any option to extend this lease and those terms which are inappropriate for a monthly tenancy.

16 Damage to the Premises

16.1 Termination or reinstatement

If the Premises are damaged so that the whole or a substantial part of the Premises is unfit for use by the Tenant, this lease will automatically terminate 2 months after the damage occurs unless, before that time, the Landlord gives the Tenant a notice which states that the Landlord intends to make the Premises fit for use by the Tenant.

16.2 Tenant's right to terminate

If the Landlord gives a notice under clause 16.1 (Termination or reinstatement) and does not make the Premises fit for use by the Tenant within a reasonable time, having regard to the extent of the damage and the time required to obtain all necessary approvals and to carry out the necessary works:

- (a) the Tenant may give the Landlord a notice of intention to terminate this lease if the Landlord does not make the Premises fit for use by the Tenant within a reasonable time stated in the notice (not being less than one month) after the date the Landlord receives the notice; and
- (b) if the Landlord does not make the Premises fit for use by the Tenant within that time, the Tenant may terminate this lease by a further notice to the Landlord.

16.3 No other liability

Neither the Tenant nor the Landlord is liable to the other solely because of the termination of this lease under this clause 16.

16.4 Reduction of rent

Subject to clause 16.6 (Interim payments) if the Premises are damaged so that the whole or a substantial part of the Premises is unfit for use by the Tenant, the Tenant may reduce payments of Rent:

- (a) by a percentage equal to the percentage loss of amenity of the Premises caused by the damage; and
- (b) from the date the damage occurs until the termination of this lease under this clause 16 or the date on which the Premises are made fit for use by the Tenant,

provided that the Tenant:

- (c) is not responsible for such damage;
- (d) has not contributed substantially to such damage; and
- (e) has not taken some action which results in the termination of the Landlord's insurance policy with respect to such damage.

The extent of the loss of amenity is to be agreed between the Landlord and the Tenant or, if agreement is not reached within one month after the damage occurs, determined under clause 16.5 (Dispute resolution).

16.5 Dispute resolution

A dispute arising under clause 16.4 (Reduction of rent) as to the percentage loss of amenity is to be determined by a qualified person nominated by the President of the Insurance Council of Australia Limited. Either the Landlord or the Tenant may ask the President to nominate that person, who is to act as an expert and not as an arbitrator. Either the Landlord or the Tenant may pay all the costs of that person and recover half of those costs from the other party.

16.6 Interim payments

If clause 16.4 (Reduction of rent) applies, the Tenant is to continue making payments of Rent under this lease by reference to the Rent payable immediately before the damage occurred until the amount of the reduction is agreed under clause 16.4 (Reduction of rent) or determined under clause 16.5 (Dispute resolution). Immediately afterwards, an adjustment is to be made for any amount overpaid.

16.7 Non-applicability

The Tenant's rights to terminate this lease under clause 16.2 (Tenant's right to terminate) or to a reduction of Rent under clause 16.4 (Reduction of rent) do not apply if:

- (a) the destruction or damage is caused by, contributed to by or arises from, an act or omission of the Tenant; or
- (b) the damage is covered by an insurance policy and the insurance money otherwise payable under the policy is not payable by the insurer as a result of an act or omission by the Tenant.

17 Costs, expenses, duties and fees

17.1 Each party to bear own costs

Each party is responsible for any costs (including legal costs) that they incur in relation to the negotiation, preparation and signing of this lease.

17.2 Costs and expenses

The Tenant must pay or reimburse the Landlord on demand for:

- (a) all the Landlord's costs and expenses in relation to:
 - (i) the exercise or enforcement by the Landlord of any right under this lease or the termination of this lease for the Tenant's breach or default; and
 - (ii) obtaining or giving any consent or approval under this lease or a variation or surrender of this lease.
- (b) in connection with any matter referred to in clause 17.2(a)(i):
 - (i) the Landlord's costs and expenses of engaging any consultant or agent;
 - (ii) the Landlord's legal costs and expenses on a full indemnity basis.

18 GST

18.1 Definitions and interpretation

- (a) **GST** means GST within the meaning of the GST Act.
- (b) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*.
- (c) Expressions used in this lease and in the GST Act have the same meanings as when used in the GST Act.

18.2 Amounts GST exclusive

Except where this lease states otherwise, each amount payable by a party under this lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

18.3 Amounts payable

An amount payable by a party in respect of a creditable acquisition by the other party from a third party must not exceed the sum of the value of the party's acquisition and the additional amount payable by the other party under clause 18.2 (Amounts GST exclusive) on account of the Landlord's GST liability.

18.4 Tax invoice

A party is not obliged, under clause 18.2 (Amounts GST exclusive), to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for the supply.

19 Disputes

19.1 Exclusion from dispute resolution provisions

- (a) This lease contains specific procedures for resolving disputes in clause 16.5 (Dispute resolution) and any dispute or lack of agreement as outlined in that clause must be dealt with in accordance with the provisions of that clause.
- (b) Clauses 22 (Notices), 19.3 (Best endeavours to resolve) and 19.4 (Mediation) will not, at the Landlord's option, relate to any dispute arising out of or relating to:
 - (i) the payment of Rent or any monies to the Landlord under or arising out of this lease; or
 - (ii) a breach of an essential term of this lease by the Tenant.

19.2 Notice

If a party has a dispute or complaint against the other, that party (**Notifying Party**) must notify the other party in one of the ways described in clause 22 (Notices). The Notifying Party must ensure that the notice contains specific detail identifying the nature of the dispute or complaint.

19.3 Best endeavours to resolve

Both parties within 21 days of the delivery of a notice of dispute or complaint under clause 19.2 (Notice) will meet and use their best endeavours to resolve the dispute or complaint to the mutual satisfaction of both parties as soon as possible.

19.4 Mediation

- (a) If the parties are not able to reach a resolution of the dispute or complaint within a reasonable period of time (in any event being no more than 21 days after the date of receipt of the notice of the dispute or complaint) (**First Dispute Period**), the dispute or complaint is by this clause 19.4 submitted to mediation.
- (b) The mediation must be conducted in Hobart, Tasmania.
- (c) The Resolution Institute Mediation Rules (as at the date of this lease) as amended by this clause 19 apply to the mediation, except where they conflict with this clause 19.
- (d) If the parties have not agreed upon the mediator within 5 Business Days after the First Dispute Period the mediator is the person appointed by the Chair of the Resolution Institute or the Chair's nominee, acting on the request of any party to the dispute or complaint.
- (e) The parties must pay the mediator's remuneration in equal shares. Each party must pay its

own costs of the mediation.

- (f) If the mediation does not resolve the dispute or complaint within 20 Business Days after the First Dispute Period then either party may commence a court action or proceedings.

19.5 Exceptions

Nothing in this clause 19 prevents:

- (a) either party from seeking urgent interlocutory relief; or
- (b) the Landlord from seeking recovery for any claim that Landlord reasonably considers to be a monetary claim,

from a Court of competent jurisdiction or by such other manner as is appropriate in the circumstances.

19.6 Continuing obligations

The parties agree to continue to perform their obligations under this lease notwithstanding the existence of a dispute.

20 PPSA

20.1 PPSA Security Interest

If a Transaction Document is or contains a PPSA Security Interest, the Tenant must do anything (such as obtaining consents, signing and producing documents, procuring documents to be completed and signed and supplying information) which the Landlord requires and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective; or
- (b) enabling the Landlord to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Landlord; or
- (c) enabling the Landlord to exercise rights in connection with the PPSA Security Interest.

20.2 Registration

In respect of a PPSA Security Interest granted by the Tenant under a Transaction Document, the Landlord may at the Tenant's expense apply for any registration, or give any notification, in connection with that PPSA Security Interest.

20.3 Protection of PPSA Security Interest

The Tenant agrees:

- (a) not to allow any person to register a Financing Statement over any property that may be the subject of a PPSA Security Interest in favour of the Landlord without the Landlord's prior written consent;
- (b) that the Tenant must immediately notify the Landlord if the Tenant becomes aware of any person taking steps to register a Financing Statement in relation to any property that may be the subject of a PPSA Security Interest in favour of the Landlord; and
- (c) to perfect and maintain any PPSA Security Interest that the Landlord may have under the PPSA in relation to any property that may be the subject of a PPSA Security Interest in favour of the Landlord.

20.4 Right of entry

The Tenant irrevocably grants to the Landlord the right to enter on the Tenant's property or the Premises, without notice, and without being in any way liable to the Tenant or to any third party, if the Landlord has cause to exercise any of the Landlord's rights as a result of a breach by the Tenant of the Tenant's obligations in respect of any PPSA Security Interest under this lease, and the Tenant indemnifies the Landlord from any claims made by any third party as a result of that exercise.

21 Entire agreement

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

to its subject matter.

22 Notices

22.1 Form

Any notice, consent, approval, waiver and other communications to be given under or in connection with this lease must be in writing, signed by or on behalf of the sender or by the sender's solicitor and marked for the attention as set out or referred to in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

22.2 Delivery

They must be:

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

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

22.3 When effective

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

22.4 Receipt – email

If sent by email, they are taken to be received at the time the email message is sent, unless:

- (a) the sender receives automated email notification that the email transmission has failed or has been delayed within 12 hours of sending the notice; or
- (b) the sender receives automated email notification to the effect that the recipient is not likely to receive the notice until a later date, which will then become the deemed date of receipt.

22.5 Receipt – postal

If sent by post, they are taken to be received 6 days after posting (or 10 days after posting if sent to or from a place outside Australia).

22.6 Receipt - general

Despite clauses 22.4 (Receipt - email) and 22.5 (Receipt - postal) and, if they are received after 5pm in the place of receipt or on a non-Business Day, they are taken to be received at 9am on the next Business Day.

23 General

23.1 Amendments

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

23.2 Approvals and consents

Whenever the Landlord's approval or consent is required under this lease, the Landlord must act reasonably.

23.3 Counterparts

- (a) This lease may be entered into in any number of counterparts.
- (b) A party may execute this lease by signing any counterpart.
- (c) All counterparts, taken together, constitute one document.

23.4 Remedies cumulative

The rights, powers and remedies provided in this lease are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this lease.

23.5 Accrued rights

The termination of this lease for any reason does not affect the rights of a party in relation to a breach of this lease by another party before termination.

23.6 Waivers

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

23.7 Severance

If anything in this lease is unenforceable, illegal or void then it is severed and the rest of this lease remains in force.

23.8 Payments

The Tenant is to make payments under this lease without set-off, counterclaim or deduction. All payments by the Tenant under this lease are to be made to the Landlord or other person nominated by the Landlord. The Landlord need not make demand for payment of any amount required to be paid by the Tenant unless a demand is expressly required.

23.9 Indemnities

In relation to each of the indemnities in this lease:

- (a) the indemnity is a continuing obligation, separate and independent from the other obligations of the Tenant and survives the expiration or earlier termination of this lease;
- (b) it is not necessary for the Landlord to incur expense or make payment before enforcing a right of indemnity; and
- (c) the Tenant is to pay the Landlord an amount equal to any Loss suffered or incurred by any employee, officer or agent of the Landlord.

23.10 Land Titles Act

The covenants and powers implied in every lease made under the *Land Titles Act* 1980 (Tas) are implied in this lease, whether registered under that Act or not, except to the extent that they are modified or excluded by the terms of this lease.

24 Governing law and jurisdiction

24.1 Governing law

The laws of Tasmania govern this lease.

24.2 Jurisdiction

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

25 Special conditions

The special conditions set out in Item 17 form part of this lease.

Schedule

Item 1	Premises	The vacant land shown hatched on the plan attached at Annexure A, being part of the Land.
Item 2	Term	1 year commencing on the Commencement Date and expiring on 30 June 2022.
Item 3	Option(s) to extend the Lease for additional term(s)	None.
Item 4	Commencement Date	1 July 2021.
Item 5	Rent	\$1.00 each year, the receipt of which is acknowledged by the Landlord.
Item 6	Rent Commencement Date:	1 July 2021.
Item 7	Fixed Rent Adjustment Dates	Not applicable.
Item 8	CPI Adjustment Dates	Not applicable.
Item 9	Market Review Dates	Not applicable.
Item 10	Permitted Use	Rest Area.
Item 11	Tenant's Public Risk Insurance – minimum cover	\$20 million.
Item 12	Redecoration Periods	Not applicable.
Item 13	Land	The whole of the land comprised in Certificate of Title: Volume 225285 Folio 1.
Item 14	Security Amount	Not applicable.
Item 15	Permitted Trading Hours	24 hours per day, 7 days per week.
Item 16	Core Building Hours	Not applicable.
Item 17	Special Conditions	<div style="border: 1px solid black; padding: 10px;"> <p>1 Additional Special Conditions</p> <p>1.1 Access to Premises</p> <p>The Tenant acknowledges and agrees that at all times the Landlord is to have access to the Premises for the movement of its sheep and other stock.</p> <p>1.2 Facilities</p> <p>The Tenant is permitted to install on the Premises the following:</p> <ul style="list-style-type: none"> (a) picnic tables and seating; (b) memorial bench seating; (c) an information board; (d) rubbish bins; and (e) surveillance cameras. </div>

		1.3 No Camping The Tenant must not allow camping on the Premises.
--	--	---

Signing page

Executed as a Deed

Executed by PETER JOHN BIGNELL

)
)
)

.....
Signature

in the presence of:

Witness:

Full Name:

Address:

Executed by CENTRAL HIGHLANDS COUNCIL (ABN 30 472)
494 899) pursuant to section 127 of the Corporations Act 2001)
by:)

.....
Director Signature

.....
Director Full Name (print)

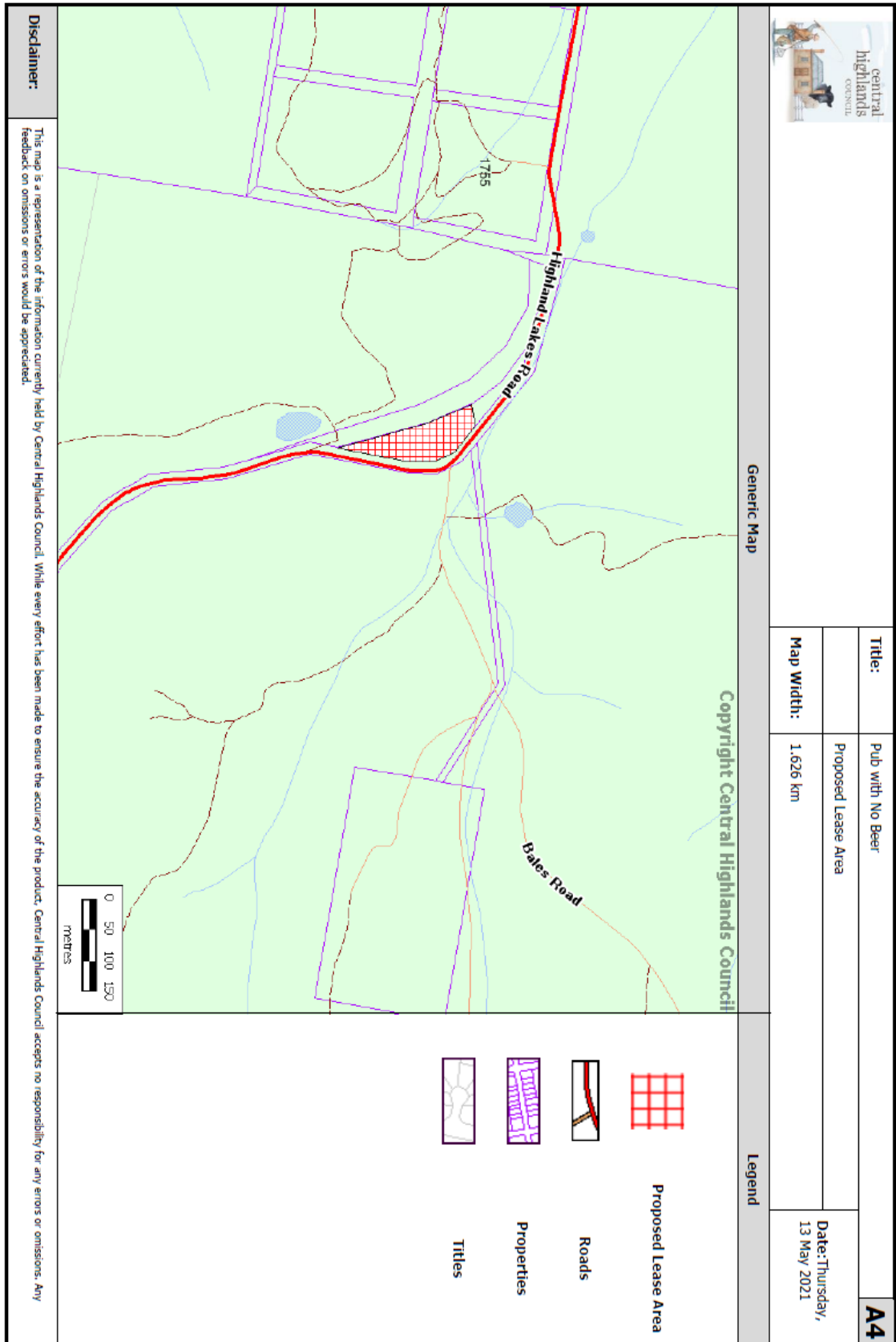
.....
*Director/*Secretary Signature

.....
*Director/*Secretary Full Name (print)

(* please strike out inapplicable *if Sole Director/Secretary write 'Sole')

Annexure A

The Plan



Community Fund Assessment Panel – Terms of Reference

Objectives

- To consider applications for the community fund,
- To make independent recommendations on allocation of funds to Cattle Hill Wind Farm using the selection and assessment criteria provided in the community fund guidelines,
- To allow community involvement in fund allocation and increase transparency of the fund allocation process.

Note

- Assessments will be undertaken online using SmartyGrants, access to a computer is essential,
- Assessments will be undertaken during a designated time period each year, culminating in an assessment review meeting to finalise recommendations.

Eligibility

- Must be over 18,
- Must reside within the Central Highlands Council Local Government Area,
- Must not have a conflict of interest – i.e., not financially benefit as a funding recipient.

Responsibilities

- Willingness to contribute constructively and collaboratively,
- Provide independent recommendations using the selection and assessment criteria provided in the community fund guidelines,
- Agree to abide by the fund assessment panel Terms of Reference,
- Agree to commit to a minimum of 24 months term, after which time members will be required to re-nominate for the position,
- Maintain the privacy of community fund applicants,
- Review all applications and complete the assessment of applications in the timeframe provided,
- Attend the assessment review meeting.

Suitability for the role

Relevant skills and experience are key to be able to provide advice in relation to the community fund allocation. Experience in community roles; financial management or in one of the of the key funding categories of:

- Public Health and Wellbeing,

- Environmental Sustainability,
- Skills and Education,
- Recreational and Cultural Activities.

Assessment panel appointment process

- Applications received via the project website,
- Community fund assessment panel applicants reviewed by CHWF team members,
- Applicants advised of outcome and appointments made.

Application assessment process and decision making

The assessment process for the Community fund assessment panel is as follows:

1. Community fund applications received and assessed for eligibility as set out in community fund guidelines.
2. Summary of applications provided to all panel members for assessment.
3. An online assessment to be undertaken of all eligible applications in the allotted time frame.
4. Summary of that assessment to be provided by CHWF staff to all panel members prior to the assessment meeting.
5. Panel members convene on the specified date to discuss final funding allocations.
6. List of recommended successful applicants finalised.
7. CHWF senior management review recommendations.

Please note membership of the assessment panel is on a voluntary basis.



ABN: 85 647 059 381
263 Kennedy Drive, Cambridge TAS 7170
Phone: 03 6248 5544

Date	16-Jul-21
Valid Until	
Quote #	JL
Customer ID	

Customer:

Central Highlands Council
Att Jason Branch
[PH 0428 725 198](tel:0428725198)

Quote/Project Description

SIGNAGE OPTIONS
Welcome To Central Highlands
Come To Central Highlands
Come and See Central Highlands

Description	Quantity	Rate	Line Total
SUPPLY ONLY			
Size Options as below			
1200 x 1200 - Sign	2.00	\$330.00	\$660.00
Post, Sleeves , Keys, Brackets to suit	4.00	\$75.00	\$300.00
50mm Post x 3.2			
1800 x 1200 - Sign	2.00	\$470.00	\$940.00
Posts , Sleeve, Keys , Brackets to suit	4.00	\$75.00	\$300.00
50mm Post x 3.2			
2400 x 1200 - Sign	2.00	\$595.00	\$1,190.00
Post , Brackets To suit	4.00	\$160.00	\$640.00
65mm Post x 6.5			
1.6mm Aluminium signs with Hi Intensity Reflective Sheeting			
May consider having 2 signs and setting up like a V set up			
Please have a look at Kempton Festival Signage off side of Midland Hwy			

Special Notes and Instructions

Once signed, please e-mail or post to the provided address.

Subtotal	\$	4,030.00
Freight		-
GST Rate	%	10.00
GST	\$	403.00
Total	\$	4,433.00

Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document or via return email

Signature

Print Name

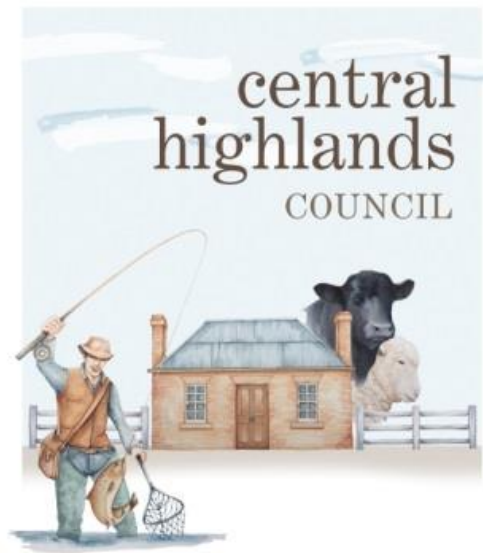
Date

Should you have any queries concerning this quote, please contact John Large on 0447 833 660

email: john.large@eyespy signs.com.au

Phone: 03 6248 5544 www.eyespy signs.com.au

Bank details: Acc Name; Eye Spy Signs Pty Ltd. BSB; 017 318. Acc #; 4291 06852
Credit card payment fee VISA or MC 1.5%
GO PIES



WELCOME TO

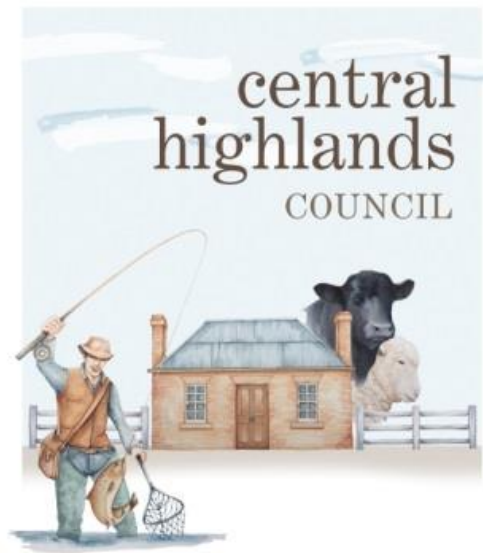
CENTRAL HIGHLANDS

VISITOR CENTRE

BOTHWELL

HOME OF THE

TASMANIAN TARTAN



COME TO

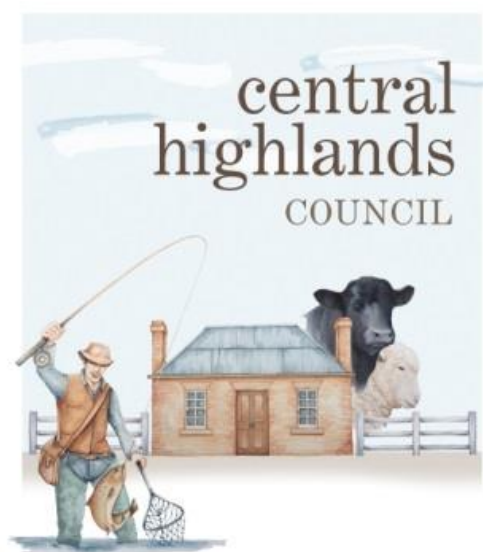
CENTRAL HIGHLANDS

VISITOR CENTRE

BOTHWELL

HOME OF THE

TASMANIAN TARTAN



COME AND SEE

CENTRAL HIGHLANDS

VISITOR CENTRE

BOTHWELL

HOME OF THE

TASMANIAN TARTAN



Australian Government

Regional Telecommunications Review

Regional Telecommunications Review 2021

Issues Paper

July 2021



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Overview

A Regional Telecommunications Independent Review Committee (the Committee) is established every three years under Part 9B of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* to conduct a review into telecommunications services in regional, rural and remote parts of Australia.

The Committee for the 2021 Regional Telecommunications Review (the Review) was appointed on 1 June 2021. The 2021 Committee is comprised of the Hon Luke Hartsuyker (Chair), Ms Kristy Sparrow, Professor Hugh Bradlow, Mr Michael Cosgrave and Ms Sue Middleton.

As part of the Review, the Committee will consider:

- the impact of Government policies and programs to improve regional connectivity and digital inclusion;
- insights from COVID-19 on the changing digital needs of regional, rural and remote areas;
- service reliability issues which impact regional communities and options for mitigating them;
- the role of emerging technologies in delivering telecommunications services in regional Australia;
- ways of encouraging further investment in regional telecommunications;
- the role of telecommunications in supporting broader regional development goals;
- ways to improve co-ordination between government and industry in telecommunications investment; and
- consumer awareness and education regarding telecommunications options in regional areas.

The full Terms of Reference for the Review are at **Appendix B**.

The Committee invites regional communities, businesses and governments to engage directly with the Review over the coming months through face-to-face consultations, written submissions and online forums.

The Committee will report to the Minister for Regionalisation, Regional Communications and Regional Education by 31 December 2021. The Committee may make recommendations to Government. Where it does so, it should consider the costs and benefits.

Further information about the 2021 Regional Telecommunications Review and the Committee is at www.rtirc.gov.au.

Have your say

The Committee welcomes submissions from individuals, businesses, peak bodies and other interested organisations. This issues paper provides an outline of key areas of interest and invites submissions that share a range of experiences and perspectives.

There are questions in this paper to provide guidance for framing submissions. You can address all the questions or just those that are relevant to you. However, submissions are not limited to the questions provided.

Submissions will be accepted until 30 September 2021 via:

- webform: www.communications.gov.au/have-your-say
- email: secretariat@rtirc.gov.au
- post: 2021 Regional Telecommunications Review Secretariat
Department of Infrastructure, Transport, Regional Development and Communications
GPO Box 594
CANBERRA ACT 2601

Submissions will be made publicly available at www.rtirc.gov.au unless the submission is confidential or is inappropriate for publication. All submissions will be treated as non-confidential unless the submitter specifically requests that a submission, or part of a submission, is kept confidential. Any personal information which is provided in a submission will be treated in accordance with the Department of Infrastructure, Transport, Regional Development and Communications' [privacy policy](#) and the Australian Privacy Principles.

Introduction

Telecommunications plays a key role in supporting the productivity and wellbeing of regional, rural and remote Australia and the significant contribution the bush makes to the nation.

The particular importance of regional telecommunications has been underlined by a number of recent events, including natural disasters and the COVID-19 pandemic. These events have reinforced the value of high-speed, reliable and resilient broadband and mobile networks in regional areas to support public safety, day-to-day business, social contact and access to essential services like health and education.

Connectivity is also a big part of encouraging people to live, work and invest in regional areas. The regions offer attractive lifestyle amenity for many people and regional Australia is experiencing renewed interest from business and government. Taking advantage of this opportunity for regional growth requires residents and businesses to be able to access the same level of telecommunications services available in urban areas.

Since the 2018 Regional Telecommunications Review (the Edwards Review), the telecommunications market in regional Australia has continued to transform through increased private and public investment, the development of new technologies and the ongoing implementation of policy reforms. Major changes include the effective completion of the National Broadband Network (NBN), the rollout of 5G mobile services, the creation of the Universal Services Guarantee, and the delivery of new government grants programs and public awareness initiatives.

However, providing quality telecommunications services in regional Australia remains a challenge. Significant investment is necessary to provide connectivity across Australia's large landmass, despite the relatively small population in remote areas. The rollout of new systems takes time, and planning for the future needs to start early so new systems are available when needed.

The 2021 Review aims to gain a better understanding of the role telecommunications services and technologies can play in addressing the challenges and opportunities facing regional, rural and remote Australians. This includes remote Indigenous communities, which have their own unique digital needs.

Through the Review, the Committee hopes to understand the lived experience of regional consumers, communities and businesses in getting and staying connected, and wants to examine whether current and emerging services, technologies, programs and policies are adequate to meet future needs.

The Review can also play a valuable role in setting a long-term forward agenda for infrastructure improvements to maximise the opportunity and prosperity of the bush. The Committee is looking for ways to improve collaboration between regional communities, government and the telecommunications industry to make sure that investments in telecommunications are coordinated and deliver to regional needs.

Key Issues

The Committee seeks views on a wide range of telecommunications issues in regional, rural and remote Australia, including issues of adequacy, opportunity and awareness.

Adequacy

Changing Demand

The three main telecommunications services used in both regional, rural and remote areas and urban Australia are mobile voice and data, broadband internet and fixed voice services. These are used for a variety of purposes and are delivered using a range of technologies.

The Committee wants to identify the most important telecommunications services in regional, rural and remote areas, and whether they will meet future needs. This includes the extent to which the technologies available to regional Australians allow them to access everyday digital services, and how this experience is different to that in urban areas.

Mobile

Mobile services are available to 99.5 per cent of Australia's population and 33 per cent of the Australian landmass. Mobile phones remain the device most frequently used to connect to the internet and to make voice calls. While mobile devices continue to be mainly used for sending messages and making calls, more data-intensive uses like navigation, emails, social media and streaming are becoming common. However, rates of usage for these purposes are significantly lower outside of the major cities.

Mobile networks, as well as some satellite and broadband networks, are increasingly being used for machine-to-machine applications using the 'Internet of Things' (IoT). This can range from the monitoring of council utilities and EFTPOS machines in regional communities, to tracking transport and freight on regional highways, to monitoring and controlling on farm processes, such as irrigation and stock control.

At present, mobile services are mainly delivered over the 4G network, which covers 99.2 per cent of the Australian population. 3G networks are also still widely used alongside 4G coverage for voice services, although other options such as Wi-Fi calling, apps like WhatsApp and Facebook Messenger, and Voice over Long-Term Evolution (VoLTE) are becoming increasingly popular.

About 0.3 per cent of Australia's population (around 75,000 people), located mainly in remote areas, receives 3G-only mobile coverage. 3G networks are also used to provide connectivity for some IoT devices. Additionally, basic 3G-only handsets are sold by some retailers as affordable and accessible devices for older Australians.

Australia's three major mobile network operators, Telstra, Optus and TPG Telecom (formerly Vodafone Hutchison Australia) have commenced the rollout of fifth generation (5G) mobile networks in a number of larger regional locations, with plans from Telstra to cover 75 per cent of the population this year. The Government is also supporting trials of new 5G uses in sectors like agriculture, mining, medical technology and construction through its 5G Innovation Initiative.

To support its 5G network rollout, Telstra has announced that it will decommission its 3G network in 2024. Telstra has indicated that it will expand its 4G network to a similar footprint as the current 3G network, but specific detail around the timeframe and extent of this transition are not yet widely available.

This is not the first switch-over of mobile networks. However, given that many regional people rely on 3G networks, the Committee would like to identify ways to support regional communities through this transition in order to minimise its impact on existing quality of service and the accessibility of telecommunications services.

Additionally, in parts of regional Australia, the costs of improving mobile coverage are high due to factors such as the distance from existing infrastructure. Given the smaller populations in many regional areas, this high cost reduces the commercial incentives for carriers to expand their networks.

To address this issue, the Government has provided significant investment in the cost of building new infrastructure through grants programs like the Mobile Black Spot Program (MBSP) and the Regional Connectivity Program (RCP). These

are discussed further on pages 11-12, along with programs run by other tiers of government and industry. The Committee is interested in examining the effectiveness of these programs over the course of the Review.

Broadband

In December 2020, the Minister for Communications, the Hon Paul Fletcher MP, declared that the National Broadband Network (NBN) should be treated as built and fully operational. Currently, roughly 2.85 million regional premises can access NBN fixed-line services, more than 600,000 can access NBN fixed wireless services and over 400,000 can access Sky Muster satellite services. In 2019, NBN Co launched the Sky Muster Plus and Business Satellite Service products, which provide increased unmetered data and access to business-grade services.

A number of alternative internet options also exist in regional Australia. In the NBN fixed wireless and satellite footprint, some existing ADSL networks continue to be used, though this number is rapidly decreasing. A number of Wireless Internet Service Providers (WISPs) have deployed regional fixed wireless networks on a commercial basis, offering diverse speed tiers and data limits compared to those provided via the NBN.

The provision of broadband services in Australia is underpinned by the Universal Services Guarantee (USG), which guarantees all premises in Australia have access to broadband regardless of location. This is supported by the Statutory Infrastructure Provider (SIP) regime, which creates obligations on wholesale broadband providers to supply services with minimum peak speeds upon request.

However, the costs of providing broadband services in regional Australia are very high. The Australian Competition and Consumer Commission (ACCC) estimates that the NBN Co fixed wireless and satellite networks will incur a net loss of around \$12.9 billion (present value) over 30 years. The new Regional Broadband Scheme is designed to support the sustainable funding of these NBN services.

In regional Australia, the most common reported uses of broadband internet include sending email and web browsing, as well as watching videos, banking, accessing news, shopping and using social media. However, other uses, such as remote working, online education and telehealth, while not new to many consumers in regional areas, are becoming increasingly critical to everyday life across the regions.

The Committee is interested in views on the different types of broadband access technology used by regional communities and businesses, and whether these are reliable and affordable. The Committee is also interested in examining the effectiveness of the USG in ensuring access to baseline broadband connectivity in regional Australia.

Fixed Voice

Nation-wide, Telstra provides access to basic voice services through the Universal Services Obligation, which legislates the provision of standard telephone services to premises, as well as public payphones.

On the NBN fixed-line network (which services the majority of premises), fixed voice services are delivered via Voice over Internet Protocol (VoIP) using a broadband connection. Outside the fixed-line footprint, users can also access VoIP telephony over the NBN fixed wireless and Sky Muster satellite networks, or can choose to keep their existing landline phone service active.

Outside the NBN fixed-line footprint, Telstra delivers approximately 400,000 telephone services through a mixture of its copper network, the High Capacity Radio Concentrator (HCRC) and Wireless Local Loop (WLL) systems and satellite.

Telstra also operates around 15,000 payphones nationally. Payphone usage has been declining steadily, although they are still used in some remote Indigenous communities and urban locations (such as transport hubs and public housing).

While fixed voice services to homes and businesses continue to play an important role for some community members, their delivery faces a range of challenges. In particular, much of the infrastructure is aging and expensive to maintain, raising concerns about service quality, reliability and longevity. This legacy infrastructure is also less functional and harder to upgrade than other platforms like mobile and broadband, which have replaced fixed voice for the majority of Australians.

The Government has provided \$2 million for Alternative Voice Services Trials (AVST) to identify new ways of delivering voice services in regional areas, including over fixed wireless, satellite and mobile. The 12-month trials will explore the potential for alternative technologies to provide better services and functionality, more in line with consumer preferences for mobile and broadband services.

The Committee is interested in hearing views on the future delivery of fixed voice services, particularly from consumers and businesses who use copper and other legacy technologies like HCRC.

Questions

1. What telecommunications services are required in regional Australia to meet current and future needs? Are there any things regional communities and businesses need to do, but can't, on their existing services?
2. What changes in demand, barriers or challenges need to be addressed when it comes to telecommunications services in regional, rural and remote Australia?
3. How have the Government's policies and programs affected telecommunications service outcomes in regional, rural and remote Australia? How can these be improved?

Service Reliability

The reliability of fixed-line, mobile and satellite networks is critical in regional, rural and remote Australia, including semi-rural communities on the fringes of major cities. Access to networks is of limited value if they are not reliable, whether on a day-to-day basis, or in time of particular need, such as COVID lock-downs or natural disasters.

Temporary or persistent network issues cause disruption to everyday life, including work and study. They may mean that regional businesses cannot communicate with clients or process customer payments. In remote communities, issues with telecommunications can affect residents' access to basic services such as groceries, banking or emergency services.

While some consumer protections exist, particularly for landline telephone services, the Committee is interested in hearing from regional, rural and remote communities about their experiences with service outages and how these have been handled by service providers.

Natural disasters like bushfires and extreme weather events place pressure on telecommunications networks when they are most needed. Telecommunications outages caused by loss of mains power and damage to networks can affect local emergency coordination efforts and the operation of public warning systems, as well as disrupting supply chains and access to essential services in the aftermath of disaster events.

No communications system is totally resilient during an emergency. However, it is vital that regional telecommunications networks are as reliable and redundant as possible, so that regional communities can respond to, and recover from, natural disasters.

In response to the 2019-20 bushfires, the Government has provided \$37.1 million in initiatives to prevent, mitigate and manage telecommunications outages in natural disasters. This includes \$18 million for the Mobile Network Hardening Program to upgrade the backup power supply at telecommunications facilities in disaster-prone areas.

Other measures include \$10 million for the deployment of temporary telecommunications facilities such as Cells on Wheels and NBN Co Road Muster trucks, \$7 million for the installation of NBN Sky Muster services at emergency centres, and \$2.1 million to improve public information on access to telecommunications in natural disasters. NBN Co Road Muster trucks have already been successfully deployed in response to the 2019-20 bushfires and Cyclone Seroja in Western Australia in April 2021.

All of these measures will help to address issues of telecommunications resilience in regional areas. However, the Committee welcomes views on further ways to maintain and increase the reliability and redundancy of telecommunications networks in times of stress.

Questions

4. How do service reliability issues impact on regional communities and businesses? How do outages, including in natural disasters, impact on communities and businesses?
5. How might such impacts be addressed to ensure greater reliability? How can the network resilience be addressed in regional areas?

COVID-19

The COVID-19 pandemic has had an unprecedented impact on Australia's regions. Extended periods of lockdown, interstate and national border closures and social distancing measures to prevent the spread of COVID-19 have disrupted normal patterns of work, study and travel across regional Australia.

In this environment, telecommunications services have played a key role in the continued function of everyday life. In regional Australia, almost two-thirds of internet users either commenced or increased work from home. The NBN saw significantly increased downstream and upstream growth between March and June 2020, as workers adopted online collaboration platforms like Zoom and Microsoft Teams while working from home.

Similarly, COVID-19 response measures saw an increased uptake of online education and telehealth services in the regions. Over half of regional internet users reported new or increased study from home activities, and 4 in 5 started or increased their participation in telehealth consultations. These data-intensive activities generated additional demand for high-speed connectivity across regional areas.

The telecommunications industry responded to increased demand for connectivity as a result of the pandemic. NBN Co provided a temporary boost to network capacity on its network and increased download data limits and data capacity on the Sky Muster service to support online learning in regional areas. Mobile carriers also provided a range of financial hardship assistance and bonus data measures to support customers.

While these measures were designed as a temporary response to the pandemic, the Committee is interested in understanding the extent to which the industry's COVID-19 response reflected increasing demand for connectivity in regional Australia and what this indicates for the future delivery of telecommunications services in the regions.

Commonwealth, state and territory governments also worked with the telecommunications industry, schools and health providers to support the transition to remote learning and telehealth. The Australian Government added a number of temporary Medicare items to help health care practitioners deliver telehealth services. Some state and territory education departments also loaned computers, SIM cards and other devices to students to facilitate online education during school closures, though in some cases this was left to individual schools.

Initial studies into the uptake of telehealth in Australia during the pandemic suggest that patients have generally been satisfied with the service, with many indicating that they would continue using it after the pandemic. However, parents and educators have identified significant challenges with wide-scale remote learning, particularly due to varying levels of telecommunications access between individual communities, schools and families. These challenges are increased in regional Australia by lower levels of digital access and affordability compared to urban areas.

The Committee is therefore keen to hear the lived experiences of regional, rural and remote consumers in using telecommunications services for health and study during the COVID-19 pandemic, including regarding barriers to access and the effectiveness of government initiatives to facilitate remote education and telehealth.

Questions

6. How did the use of digital services change for regional consumers and businesses during the response to the COVID-19 pandemic? What insights for future service delivery does this provide?

Indigenous Australia

Levels of digital inclusion amongst Aboriginal and Torres Strait Islander Australians continue to remain lower than the national average, including in regard to the take-up and affordability of telecommunications services.

As with the wider community, mobile phones are the most commonly used device for voice and data services in Indigenous communities. However, Aboriginal and Torres Strait Islander Australians are also more likely to only use mobile services than the national average. This likely reflects a strong preference towards pre-paid mobile plans due to the ability to 'pay-as-you-go', providing more financial control than other forms of access which charge monthly fees.

Wi-Fi services are also available in some remote areas, both through free access at local community facilities or using a pre-paid voucher system with data quotas. The National Indigenous Affairs Agency also funds community phones which may use a similar payment model. While Sky Muster is available across Australia, take-up is low in remote communities.

Although pre-paid mobile and Wi-Fi internet options are often easier to manage, these services can charge higher costs for data than post-paid mobile and broadband plans. Additionally, higher levels of 3G-only mobile coverage in remote areas can lead to slower speeds and heavy network congestion, which may reduce uptake of data-intensive activities.

The Committee is interested to examine the adequacy of telecommunications for Indigenous Australians in regional, rural and remote areas. In particular, the Committee welcomes views on ways to improve levels of telecommunications access and affordability in remote Indigenous communities.

Questions

7. What can be done to improve the access and affordability of telecommunications services in regional, rural and remote Indigenous communities?

Opportunity

Regional Development

The regions are a key source of Australia's economic productivity, with regional industries representing approximately 30 per cent of national Gross Domestic Product and two thirds of export earnings. Regional development has the potential to assist economic recovery and diversification, increasing resilience against future economic shocks and driving new opportunities for trade and investment.

The Government is prioritising growth in key regional industries, including food, resources, tourism, education and healthcare, through a range of initiatives such as [Ag2030](#) and the [Our North Our Future](#) strategy to develop Northern Australia. Large-scale infrastructure projects like the [Inland Rail](#) corridor between Brisbane and Melbourne will also facilitate increased growth opportunities in regional industries and communities.

Alongside energy and transport infrastructure, access to telecommunications is becoming increasingly critical to attracting and supporting new investment opportunities in regional areas. High-speed business-grade connectivity enables the uptake of new business technologies, facilitates training and development for staff, and increases competitive exposure to national and international markets.

Digital infrastructure is also essential to support the migration of skilled workers and families to regional areas. More people are relocating to regional areas due the financial and lifestyle benefits they offer. To support this growth opportunity, regional communities need to be able to provide access to the essential services and activities, such as specialist health services, education and even recreation, available in larger areas. This is underpinned by access to high-speed, reliable mobile and broadband connectivity.

In order to maximise opportunities for regional development and the growth of regional communities, the Committee is keen to examine how the deployment of telecommunications infrastructure can complement other broader infrastructure and economic investments in regional areas.

Questions

8. How can investment in telecommunications infrastructure work with other programs and policies to encourage economic development in regional Australia?
9. What role could innovation, including new models, alternative investors or new ways of doing business, play to encourage investment in regional telecommunications infrastructure? What are the barriers?

Emerging Technologies

The ongoing development of emerging technologies has the potential to improve the delivery of high-speed, reliable and competitive telecommunications services in regional, rural and remote areas.

A number of companies are investing in emerging satellite technologies, including Low Earth Orbit Satellites (LEOSats), to provide high-speed broadband to regional areas. These satellites orbit much closer to the Earth's surface than geostationary satellites like NBN Co's Sky Muster. The closer proximity reduces latency and enables higher bandwidth and speeds, improving the user experience for data-intensive and real-time applications like videoconferencing and streaming. However, a larger number of satellites is needed to provide consistent connectivity.

One such LEOSat provider is SpaceX, which has recently launched a beta trial of its Starlink internet service in central Victoria and southern New South Wales. Other providers, such as OneWeb, Telesat and Amazon, are planning the deployment of their own LEOSat networks. While this technology is generating a lot of interest, without a solid business case and local presence the commercial viability of LEOSats in the Australian market is not yet clear.

Regional businesses are also adopting networks of smart devices, such as sensors, tags and machinery, connected to the Internet of Things (IoT) to collect, process and analyse data which improves efficiency and productivity. In the agricultural sector, on-farm connectivity is enabling farmers to make real-time, data-based decisions to maximise yields, manage irrigation and the usage of fertilisers and pesticides, and monitor livestock health. These devices can use existing mobile and broadband networks, or specific low-powered wide range and narrowband networks such as LoRaWAN and NB-IoT.

Some regional companies, like Leading Edge DC and Connected Farms, are also investing in cloud computing and edge data centres in regional cities such as Tamworth, Roma and Dubbo to improve access to enterprise-grade data processing for local businesses. These data centres are located close to the places where data from sensors and autonomous devices is generated, improving the speed and reliability with which regional businesses can store, access and analyse this data. The market for edge data centres is expected to grow significantly over the coming years.

The potential of IoT and edge computing applications in regional areas can be supported by the increased deployment of 5G networks. The lower latency, higher bandwidth and increased data speeds offered by 5G technology could allow for more widespread use of sensors in the agricultural sector to collect real-time data, as well as the use of automated machinery in industries like mining and logistics. Additionally, improvements to video quality and file transfer rates over the 5G network could improve experience with telehealth and remote education.

Though these networks and technologies are largely being deployed on a commercial basis by the telecommunications industry, the Committee is seeking views on whether existing Government policy settings could be improved to assist the development of promising new telecommunications technologies and their rollout to regional areas by industry.

Questions

10. To what extent will new technologies enable significant change to the delivery of telecommunications services in regional Australia over the next 5-10 years? Are there any barriers to accessing these technologies?
11. How can Government better support the rapid rollout of and investment in new telecommunications solutions in regional areas?

Maximising Outcomes

In regional areas, issues of high cost of infrastructure deployment and limited consumer demand have reduced commercial incentives for telecommunications providers to invest in new mobile and broadband infrastructure and expanded coverage, including in areas of importance for regional economies and communities.

The Government has sought to maximise both investment and coverage outcomes by providing funding on a competitive basis for the capital cost of deploying telecommunications infrastructure in commercially marginal areas. Through the Mobile Black Spots Program, for instance, Commonwealth investment of \$380 million over the first five rounds has generated over \$830 million in total investment from state and territory governments and the telecommunications industry, funding over 1,220 new mobile base stations across Australia.

This approach has also delivered investment in broadband and mobile infrastructure projects which improve digital connectivity in regional areas of economic and social importance through the Regional Connectivity Program (RCP). Round 1 of the RCP is funding 132 projects at a total cost of \$232 million, including applicant and third-party co-contributions. Successful grantees include local councils, major telecommunications companies, regional businesses, community groups, educational facilities and fixed wireless providers.

The telecommunications industry has responded to this co-investment model through its own funding opportunities. For instance, Telstra has launched a \$200 million co-investment fund to enhance and extend mobile coverage in regional areas. Similarly, in its latest Corporate Plan, NBN Co announced a \$4.5 billion network investment plan, including upgrades to the existing fixed-line network, measures to increase the affordability of enterprise-grade NBN wholesale offerings in regional areas, and a \$300 million Regional Co-Investment Fund.

State and Territory Governments have also committed funding in recent years to a variety of initiatives to improve mobile, broadband and IoT connectivity, including the Western Australian Digital Farm Grants Program, the New South Wales Regional Digital Connectivity Program, and Victoria's Digital Future Now Package. Many of these programs provide co-contributions to projects funded under Commonwealth grants programs like the MBSP and RCP.

Despite the large amount of funding available for regional telecommunications infrastructure, many local governments and communities may not have the resources necessary to identify appropriate solutions to local telecommunications problems and to attract investment from third parties. There are also differences in the application requirements and intended outcomes of Commonwealth, State and Territory and telecommunications industry funding programs, which may restrict opportunities for co-investment using multiple funding streams.

The Committee is therefore interested in recommendations to improve and increase engagement between different levels of government, the telecommunications industry, and regional communities and businesses, in order to make sure that telecommunications investments are equitable, co-ordinated, and responsive to the needs of regional areas.

Additionally, the current design of the MBSP is becoming less sustainable as it moves into less commercial areas and the mobile network operators increasingly focus on upgrades to their existing networks. Although the design of future rounds of the MBSP is a decision for Government, the Committee is interested in views on how to ensure the ongoing effectiveness of this program.

The Government has also committed further funding for additional rounds of the RCP including dedicated funding to improve telecommunications infrastructure in Northern Australia. The first round of the RCP has proved popular with regional communities. However, the Committee welcomes feedback on ways to maximise the outcomes of the program.

Questions

12. How can different levels of Government, the telecommunications industry and regional communities better co-ordinate their efforts to improve telecommunications in regional Australia?
13. What changes to Government investment programs are required to ensure they continue to be effective in delivering improved telecommunications?

Awareness

Education

Levels of digital ability in regional Australia continue to lag behind metropolitan areas, although this divide is narrowing. Digital ability can be understood as the level of skill and confidence a user has with digital services, as well as the range of activities a user performs online and their attitude towards digital services.

While access to telecommunications in regional Australia is improving, many businesses and communities experience difficulty in identifying the best local options for getting and staying online, as well as making the most of their connectivity for work, study and recreation.

A number of connectivity options, such as Sky Muster satellite, ADSL and independent fixed wireless, may be available in a particular area. However, these may not be appropriately marketed and regional consumers may not be aware that

they are able to access these services. Additionally, consumers are often not aware of individual factors, such as the physical location of modems and other devices in the home, which can affect quality of service.

There are also protections for consumers experiencing unsatisfactory telecommunications services, including under the Australian Consumer Law, the Customer Service Guarantee and each provider's Service Level Agreement. The Telecommunications Industry Ombudsman also provides support in addressing customer issues. However, again, consumers may not be fully aware of their rights and how to use them to address their issues.

As part of its response to the Edwards Review, the Government recently launched a Regional Tech Hub to help regional and rural Australians get connected and stay connected more easily. Operated by the National Farmers Federation in partnership with ACCAN, the Regional Tech Hub builds on the work of the regional consumer advocacy group Better Internet for Rural, Regional and Remote Australia (BIRRR).

The Regional Tech Hub includes a range of practical resources on selecting the most appropriate telecommunications options in regional areas, troubleshooting common issues, escalating faults with service providers and understanding consumer rights. The Regional Tech Hub also provides an online helpdesk, phone support line and social media channels.

The Regional Tech Hub has received more than 5,400 visits since launch and has close to 1,100 followers on social media. BIRRR also has over 13,000 followers on Facebook, highlighting consumer support for these services. However, navigating the options available for users in regional Australia remains an area where greater improvements can be made.

With this in mind, the Committee is interested in exploring additional and expanded ways to assist regional users to access, maintain and make the most of their telecommunication services. The Committee is also particularly interested in ways to assist and encourage WISPs, satellite providers and other smaller telecommunications providers to improve the level of publicly available information about their service offerings in regional areas.

Questions

14. How can regional consumers be better supported to identify, choose and use the best connectivity options for their circumstances, as well as to understand and use their consumer rights?

Public Information

Mobile network operators publish network coverage maps on their websites to assist customers in identifying appropriate services in their area. This coverage data is predictive, meaning it uses a number of technical assumptions to indicate the likely areas to receive coverage from nearby base stations and may not accurately reflect a user's experience on the ground.

However, different mobile network operators may use different assumptions, mapping technologies and standards to generate this information. This can make it difficult for consumers to accurately compare the coverage provided by one mobile network operator over another and to make informed choices about the best mobile service for their individual circumstances.

In 2018, the Australian Competition and Consumer Commission (ACCC) convened a Regional Mobile Issues Forum, which recommended that the mobile network operators improve mobile coverage information for consumers. In response, the major mobile network operators and the Australian Mobile Telecommunications Association (AMTA) committed to improve the comparability of their network coverage data.

While the mobile network operators have adopted consistent terminology around coverage information, the extent to which technical differences in predictive coverage mapping still persist is unclear. The Committee is interested in seeking further clarification on this matter from the telecommunications industry.

There have been improvements in the accuracy and transparency of information on broadband speeds. The ACCC publishes quarterly data on speeds and outages on the NBN fixed-line and fixed wireless networks, and has provided guidance to service providers on how to advertise speeds. Advocates for regional and rural consumers have also expressed support for expanded monitoring and reporting of satellite performance.

Analytics companies like [Opensignal](#) provide independent analysis of the performance of global mobile networks, including in Australia. However, the Committee would like to identify how information on mobile performance and

quality of service could be made more widely available to regional consumers to assist them in making decisions on which mobile providers best meet their connectivity needs.

Similar issues arise in relation to the coverage of fibre and fixed wireless networks. The Committee is interested in exploring ways to improve the level of information on local fibre and fixed wireless footprints and backhaul networks that is made readily available to consumers, including through improved mapping on providers' websites.

Questions

15. To what extent is public information on connectivity options, including predictive coverage data and speeds, sufficient to help regional customers make informed decisions? What other information is needed?
16. What other matters should the Committee consider in its review and why are they important?

Appendix A – List of Questions

1. What telecommunications services are required in regional Australia to meet current and future needs? Are there any things regional communities and businesses need to do, but can't, on their existing services?
2. What changes in demand, barriers or challenges need to be addressed when it comes to telecommunications services in regional, rural and remote Australia?
3. How have the Government's policies and programs affected telecommunications service outcomes in regional, rural and remote Australia? How can these be improved?
4. How do service reliability issues impact on regional communities and businesses? How do outages, including in natural disasters, impact on communities and businesses?
5. How might such impacts be addressed to ensure greater reliability? How can the network resilience be addressed in regional areas?
6. How did the use of digital services change for regional consumers and businesses during the response to the COVID-19 pandemic? What insights for future service delivery does this provide?
7. What can be done to improve the access and affordability of telecommunications services in regional, rural and remote Indigenous communities?
8. How can investment in telecommunications infrastructure work with other programs and policies to encourage economic development in regional Australia?
9. What role could innovation, including new models, alternative investors or new ways of doing business, play to encourage investment in regional telecommunications infrastructure? What are the barriers?
10. To what extent will new technologies enable significant change to the delivery of telecommunications services in regional Australia over the next 5-10 years? Are there any barriers to accessing these technologies?
11. How can Government better support the rapid rollout of and investment in new telecommunications solutions in regional areas?
12. How can different levels of Government, the telecommunications industry and regional communities better co-ordinate their efforts to improve telecommunications in regional Australia?
13. What changes to Government investment programs are required to ensure they continue to be effective in delivering improved telecommunications?
14. How can regional consumers be better supported to identify, choose and use the best connectivity options for their circumstances, as well as to understand and use their consumer rights?
15. To what extent is public information on connectivity options, including predictive coverage data and speeds, sufficient to help regional customers make informed decisions? What other information is needed?
16. What other matters should the Committee consider in its review and why are they important?

Appendix B – Terms of Reference

1. The Regional Telecommunications Independent Review Committee must conduct a review of the adequacy of telecommunications services in regional, rural, and remote parts of Australia.
2. In determining the adequacy of those services, the committee must have regard to whether people in regional, rural and remote parts of Australia have equitable access to telecommunications services that are significant to people in those parts of Australia, and currently available in one or more parts of urban Australia.
3. In conducting the review, the committee must make provision for public consultation and consultation with people in regional, rural and remote parts of Australia.
4. In conducting the review, the committee is to have regard to:
 - a. the impact of the Government's policies and programs for improving connectivity, competition and digital literacy in regional, rural and remote areas, including rollout of the National Broadband Network, the Mobile Black Spot Program, the Regional Connectivity Program and the Regional Tech Hub;
 - b. insights from COVID-19 on consumer access to and usage of broadband and mobile technology in regional, rural and remote areas;
 - c. emerging technologies that could lead to significant changes in how telecommunications services are delivered in regional, rural and remote parts of Australia in the next 5-10 years;
 - d. service reliability and impacts on customers and communities in regional and remote areas;
5. Taking into account Term of Reference 4, the committee is to consider:
 - a. whether changes are warranted to existing Government policies and programs to ensure they continue to be effective, fit for purpose and are maximising the social and economic potential from existing and emerging technological advances;
 - b. policy settings that might be needed to support more rapid rollout of and investment in new telecommunications technologies in regional areas;
 - c. ways in which improvements in digital connectivity could support the Government's broader regional development policies and priorities, such as decentralisation and the development of Northern Australia;
 - d. ways in which State, Territory, and Federal programs to support regional connectivity could be further coordinated.
6. The report may set out recommendations to the Australia Government
7. In formulating a recommendation that the Australian Government should take a particular action, the committee must assess the costs and benefits of that action.
8. The committee must prepare a report of the review by 31 December 2021 and give it to the Minister for Regional Communications.

**Local Government Representation Statement
in Support of Nomination for**

Tasmanian heritage Council

Name of Nominee

Council

Address

Phone

Email

Please provide a short statement in support of your nomination which describes your interest in the role and your capacity to meet the requirements of the role as specified in the terms of reference and/or criteria supplied and noting any relevant qualifications and experience.

Signature

Date

**Do you currently hold other positions as a representative of Local Government?
Please detail.**

This form will be submitted to the Local Government Association of Tasmania General Management Committee and a copy will be kept in the Association records system.

Authorised LGAT officers will have access to information provided.

Support staff for General Management Committee members may have access to the details in this form.

MEMBERSHIP OF THE TASMANIAN HERITAGE COUNCIL

Tasmanian Heritage Council

The Heritage Council is a 15-member statutory body appointed by the Government to implement the *Historic Cultural Heritage Act 1995 (the Act)*. Membership comprises a Chairperson, members with technical expertise and representatives of specific community organisations, as specified in the Act.

The current Chairperson is Ms Brett Torossi.

The Heritage Council's role is to promote the identification, assessment, protection and conservation of places of historic cultural heritage significance to Tasmania. It does this by entering places of State significance to the Tasmanian Heritage Register and applying a development control process to protect their historic heritage values.

The Heritage Council has broad functions and powers, outlined in Section 7 of the Act, and uses a Strategic Plan to prioritise and guide its work in these areas.

Membership

Membership of the Heritage Council is usually for a term of up to three-years.

It meets for half a day on the third Wednesday of every second month, and according to need. When required, it may conduct some business out-of-session, via email.

Most meetings are held in Hobart, with one meeting usually also held in a regional area each year. Reimbursement of reasonable travel expenses can be made.

Members receive an annual sitting fee (paid fortnightly) in accordance with a Department of Premier and Cabinet (DPAC) Sizing Statement for the Heritage Council.

Vacancies that arise on the Heritage Council are usually filled in one of two ways: i) representative bodies are asked to nominate up to three candidates who are interested and they consider are suitable to fill the vacancy; and ii) vacancies for all other positions are usually advertised in Tasmania's three regional newspapers.

Those interested are asked to provide a *curriculum vitae* that provides two referees and a statement outlining knowledge, skills or experience of relevance to the position, including previous experience in contemporary governance and statutory decision-making.

For further information you can go to www.heritage.tas.gov.au or contact Felicity Britten (Executive Officer) or Andrew Roberts (Director) at Heritage Tasmania on 1300 850 332.



Glenora District School

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Email glenora.district.high@education.tas.gov.au



30 July 2021

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

Dear Sir/Madam

In 2020 your organisation generously contributed towards our school's End-of-Year Presentation Assembly by donating a \$300 bursary and \$50 Citizenship Award.

This kind of community support for and involvement in the educational and extra-curricular program of our school is highly valued.

Our Presentation Day is planned for Tuesday 14 December at 1:15pm. At this stage, with current restrictions we are unable to confirm how our Presentation Assembly will be conducted. When more information is available we will contact you with the updated information. If we are unable to have guests attend our Assembly we will recognise your contribution to our awards.

It will help in our planning if you can return the enclosed form by mail by Friday 29 October or you can email our Presentation Day Coordinator, Annie McKenzie: annie.mckenzie@education.tas.gov.au

Yours sincerely

Annie McKenzie
Presentation Day Co-ordinator

Liz Graham
Principal