



ATTACHMENTS

ORDINARY COUNCIL MEETING

Tunnack Hall
2147 Tunnack Main Road, Tunnack
10.00am

Item 5.1	Draft Council Meeting Minutes (Open) – 11 th December 2024
Item 5.2	Draft AGM Minutes 11 th December 2024
Item 5.3.1	Woodsdale Community Memorial Hall – General Committee Meeting 1 st December 2024 Oatlands Community Shed Management Committee Meeting – 20 th November 2024
Item 12.4.1	Instrument Form – Application to Amend Sealed Plan 179101 and Title Document – Folio Plan 19101 Folio 201 & 202
Item 17.1.2	Rates & Charges Policy
Item 18.1	Grant Deed – Active Tasmania 2024-2025 Kempton Recreation Ground Master Plan – January 2025
Item 18.2	Grant Deed – DSG – Active Transport Bagdad Shareway Bagdad Shareway Plan
Item 18.3	Grant Deed – Dept Premier & Cabinet – Isolated Communities Resilience Grants

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ORDINARY COUNCIL MEETING

Wednesday, 11th December 2024
2.00 p.m.

Oatlands Municipal Offices
71 High Street, Oatlands

DRAFT

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OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD
ON WEDNESDAY 11th DECEMBER 2024 AT THE OATLANDS MUNICIPAL OFFICES,
71 HIGH STREET OATLANDS, COMMENCING AT 2.01 P.M.

1. PRAYERS

Reverend Dennis Cousens recited prayers.

2. ACKNOWLEDGEMENT OF COUNTRY

Mayor E Batt recited Acknowledgement of Country.

3. ATTENDANCE

Mayor E Batt, Deputy Mayor K Dudgeon, Clr A E Bisdee OAM, Clr D Blackwell, Clr B Campbell, Clr D Fish and Clr F Miller.

Mr T Kirkwood (General Manager). Mr A Benson (Deputy General Manager), Mr G Finn (Manager Development and Environmental Services), Mr D Richardson (Manager Infrastructure and Works), Mrs A Burbury (Finance Officer), Ms W Young (Manager Community & Corporate Development) and Mrs J Thomas (Executive Assistant).

4. APOLOGIES

Nil.

5. MINUTES

5.1 Ordinary Council Meeting

The Minutes (Open Council Minutes) of the previous meeting of Council held on the 27th November 2024, as circulated, are submitted for confirmation.

RECOMMENDATION

THAT the Minutes (Open Council Minutes) of the Council Meeting held 27th November 2024 be confirmed.

DECISION

Moved by Clr A E Bisdee OAM, seconded by Clr B Campbell

THAT the Minutes (Open Council Minutes) of the Council Meeting held 27th November 2024 be confirmed.

CARRIED

DECISION

Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

5.2 Special Committees of Council Minutes

5.2.1 Special Committees of Council - Receipt of Minutes

The Minutes of the following Special Committees of Council, as circulated, are submitted for receipt:

- Campania Recreation Ground Management Committee Minutes – 19th November 2024
- Lake Dulverton & Callington Park Management Committee Minutes – 25th November 2024

RECOMMENDATION

THAT the minutes of the above Special Committees of Council be received.

DECISION

Moved by Clr D Fish, seconded by Clr D Blackwell

THAT the minutes of the above Special Committees of Council be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

5.2.2 Special Committees of Council - Endorsement of Recommendations

The recommendations contained within the minutes of the following Special Committees of Council are submitted for endorsement:

- Campania Recreation Ground Management Committee Minutes – 19th November 2024
- Lake Dulverton & Callington Park Management Committee Minutes – 25th November 2024

RECOMMENDATION

THAT the recommendations contained within the minutes of the above Special Committees of Council be endorsed.

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Clr A E Bisdee OAM

THAT the recommendations contained within the Minutes of the above Special Committees of Council be endorsed.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

5.3 Joint Authorities (Established Under Division 4 Of The *Local Government Act 1993*)

5.3.1 Joint Authorities - Receipt of Minutes

The Minutes of the following Joint Authority Meeting, as circulated, are submitted for receipt:

- Southern Tasmanian Councils Authority AGM Minutes– 28th November 2024

RECOMMENDATION

THAT the Minutes of the above Joint Authority be received.

DECISION

Moved by Clr A E Bisdee OAM, seconded by Deputy Mayor K Dudgeon

THAT the Minutes of the above Joint Authority be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

5.3.2 Joint Authorities - Receipt of Reports (Annual & Quarterly)

Report(s) prepared by the following Joint Authority, as circulated, are submitted for receipt:

- Southern Tasmanian Councils Authority Annual Report 2023-24 (incl. Financial Statements)

RECOMMENDATION

THAT the report prepared by the above Joint Authority be received.

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Clr A E Bisdee OAM

THAT the report prepared by the above Joint Authority be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

6. NOTIFICATION OF COUNCIL WORKSHOPS

In accordance with the requirements of the *Local Government (Meeting Procedures) Regulations 2015*, the Agenda is to include details of any Council workshop held since the last meeting.

It is reported that no workshops have been held since the last Ordinary Meeting.

RECOMMENDATION

THAT the information be received.

DECISION

Moved by Cllr B Campbell, seconded by Deputy Mayor K Dudgeon

THAT the information be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

7. COUNCILLORS – QUESTION TIME

7.1 Questions (On Notice)

Regulation 30 of the *Local Government (Meeting Procedures) Regulations 2015* relates to Questions on notice. It states:

- (1) *A councillor, at least 7 days before an ordinary council meeting or a council committee meeting, may give written notice to the general manager of a question in respect of which the councillor seeks an answer at that meeting.*
- (2) *An answer to a question on notice must be in writing.*

Nil.

7.2 Questions Without Notice

Section 29 of the *Local Government (Meeting Procedures) Regulations 2015* relates to Questions without notice.

It states:

“29. Questions without notice

(1) *A councillor at a meeting may ask a question without notice –*

- (a) of the chairperson; or*
- (b) through the chairperson, of –*
 - (i) another councillor; or*
 - (ii) the general manager.*

(2) *In putting a question without notice at a meeting, a councillor must not –*

- (a) offer an argument or opinion; or*
- (b) draw any inferences or make any imputations – except so far as may be necessary to explain the question.*

(3) *The chairperson of a meeting must not permit any debate of a question without notice or its answer.*

(4) *The chairperson, councillor or general manager who is asked a question without notice at a meeting may decline to answer the question.*

(5) *The chairperson of a meeting may refuse to accept a question without notice if it does not relate to the activities of the council.*

(6) *Questions without notice, and any answers to those questions, are not required to be recorded in the minutes of the meeting.*

(7) *The chairperson of a meeting may require a councillor to put a question without notice in writing.*

An opportunity is provided for Councillors to ask questions relating to Council business, previous Agenda items or issues of a general nature.

Deputy Mayor K Dudgeon – Question relating to the demolition of the old Swimming Pool. *Manager Infrastructure & Works advised that demolition work has commenced. Contractor engaged to undertake removal of asbestos. This work will be completed within a week. It was confirmed that a section of the sandstone perimeter wall has been removed temporarily to enable removal of the debris.*

Clr A E Bisdee OAM – Tunbridge Bridge Replacement – should Council arrange an official opening?

General Manager suggested that the Department of State Growth, as the responsible entity for the Bridge replacement project would need to consider such a proposal. Would not be appropriate for Council to conduct an opening.

Clr A E Bisdee OAM – Erskine Street, Kempton – Council owned Cemetery Property – report of excess vegetation that needs slashing.

To be inspected and appropriate action taken.

Clr D Blackwell – Question relating to the Kempton Roadside Stopover Area.
Manager Development & Environmental Services provided comment. This included advice that Council officers have been communicating with a local resident to emphasis that it is Council's responsibility to monitor the site and its operations and not private residents.

Clr B Campbell – Question relating to 'Tiny Homes' and the associated planning requirements (or limitations).
Manager Development & Environmental Services provided comment. His comments included advice that the State Planning Office has recently provided a 'Fact Sheet' relating to this issue and a copy has been placed on Council's Website.

Mayor E Batt – Question relating to Council's maintenance responsibility (if any) relating to a number of properties off Green Valley Road, Bagdad whereby access is via reciprocal right-of-ways.
General Manager confirmed that Council has no maintenance responsibility. If requested, Council could provide a cost estimate to undertake certain work which would be done on a 'do and charge' basis (i.e. private works). The property owners would need to provide acceptance of the costs estimate and accept liability in advance.

8. DECLARATIONS OF PECUNIARY INTEREST

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2015*, the chairman of a meeting is to request Councillors to indicate whether they have, or are likely to have, a pecuniary interest in any item on the Agenda.

Accordingly, Councillors are requested to advise of a pecuniary interest they may have in respect to any matter on the agenda, or any supplementary item to the agenda, which Council has resolved to deal with, in accordance with Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2015*.

Nil.

9. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

In accordance with the requirements of Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2015*, the Council, by absolute majority may decide at an ordinary meeting to deal with a matter that is not on the agenda if the General Manager has reported –

- (a) the reason it was not possible to include the matter on the agenda; and
- (b) that the matter is urgent; and
- (c) that advice has been provided under section 65 of the Act.

1. Improving Dog Welfare Outcomes in Tasmania – Discussion Paper
2. Sign and Sealing of a Vesting Order – Springhill Bottom Road
3. Closed Session Item – Clr B Campbell – Use and Control of Herbicides

RECOMMENDATION

THAT Council resolve by absolute majority to deal with any supplementary items not appearing on the agenda, as reported by the General Manager in accordance with the provisions of the *Local Government (Meeting Procedures) Regulations 2015*.

DECISION

Moved by Clr D Fish, seconded by Deputy Mayor K Dudgeon

THAT Council resolve by absolute majority to deal with the above supplementary items not appearing on the agenda, as reported by the General Manager in accordance with the provisions of the *Local Government (Meeting Procedures) Regulations 2015*.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

10. PUBLIC QUESTION TIME (SCHEDULED FOR 2.30 P.M.)

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2015*, the agenda is to make provision for public question time.

In particular, Regulation 31 of the *Local Government (Meeting Procedures) Regulations 2015* states:

- (1) *Members of the public may give written notice to the General Manager 7 days before an ordinary meeting of Council of a question to be asked at the meeting.*
- (2) *The chairperson may –*
 - (a) *address questions on notice submitted by members of the public; and*
 - (b) *invite any member of the public present at an ordinary meeting to ask questions relating to the activities of the Council.*
- (3) *The chairperson at an ordinary meeting of a council must ensure that, if required, at least 15 minutes of that meeting is made available for questions by members of the public.*
- (4) *A question by any member of the public under this regulation and an answer to that question are not to be debated.*
- (5) *The chairperson may –*
 - (a) *refuse to accept a question; or*
 - (b) *require a question to be put on notice and in writing to be answered at a later meeting.*
- (6) *If the chairperson refuses to accept a question, the chairperson is to give reasons for doing so.*

Councillors are advised that, at the time of issuing the Agenda, no Questions on Notice had been received from members of the Public.

Note: The Question taken on notice last Council Meeting from Julia Jabour (Southern Midlands Regional News) relating to the Oatlands Dog Park is reported in Agenda Item 15.6.2.

Mr Alec Dean – Ponsonby Vale Road, Whitefoord - Is there is any reason why Council only graded approximately 75% of the Ponsonby Vale Road – as opposed to the full length?
Manager Infrastructure & Works to investigate circumstances.

Julia Jabour – Southern Regional News

Can an update be provided in relation to the Hotel Accommodation proposal?

General Manager advised that there is ongoing communication with the preferred proponents. The proponents continue to review and revise the design concept plans aimed at reducing the estimated capital cost of the facility. The existing Agreement granting 'preferred proponent' status is due for revision and will be renegotiated early in the new-year.

10.1 Permission to Address Council

Nil.

**11. MOTIONS OF WHICH NOTICE HAS BEEN GIVEN UNDER
REGULATION 16 (5) OF THE LOCAL GOVERNMENT (MEETING
PROCEDURES) REGULATIONS 2015**

Nil.

12. COUNCIL ACTING AS A PLANNING AUTHORITY PURSUANT TO THE LAND USE PLANNING AND APPROVALS ACT 1993 AND COUNCIL'S STATUTORY LAND USE PLANNING SCHEME

Session of Council sitting as a Planning Authority pursuant to the Land Use Planning and Approvals Act 1993 and Council's statutory land use planning schemes.

12.1 Development Applications

Nil.

12.2 Subdivisions

Nil.

12.3 Municipal Seal (Planning Authority)

Nil.

12.4 Planning (Other)

Nil.

**[THIS CONCLUDES THE SESSION OF COUNCIL
ACTING AS A PLANNING AUTHORITY]**

13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE)

13.1 Roads

Strategic Plan Reference 1.1

Maintenance and improvement of the standard and safety of roads in the municipal area.

Nil.

13.2 Bridges

Strategic Plan Reference 1.2

Maintenance and improvement of the standard and safety of bridges in the municipality.

Nil.

13.3 Walkways, Cycle Ways and Trails

Strategic Plan Reference 1.3

Maintenance and improvement of the standard and safety of walkways, cycle ways and pedestrian areas to provide consistent accessibility.

Nil.

13.4 Lighting

Strategic Plan Reference 1.4

Ensure adequate lighting based on demonstrated need / Contestability of energy supply.

Nil.

13.5 Buildings

Strategic Plan Reference 1.5

Maintenance and improvement of the standard and safety of public buildings in the municipality.

Nil.

13.6 Sewers / Water

Strategic Plan Reference(s) 1.6

Increase the capacity of access to reticulated sewerage services / Increase the capacity and ability to access water to satisfy development and Community to have access to reticulated water.

Nil.

13.7 Drainage

Strategic Plan Reference 1.7

Maintenance and improvement of the town storm-water drainage systems.

Nil.

13.8 Waste

Strategic Plan Reference 1.8

Maintenance and improvement of the provision of waste management services to the Community.

Nil.

13.9 Information, Communication Technology

Strategic Plan Reference 1.9

Improve access to modern communications infrastructure.

Nil.

13.10 Officer Reports – Infrastructure & Works

13.10.1 Manager – Infrastructure & Works Report

QUESTIONS WITHOUT NOTICE TO MANAGER, INFRASTRUCTURE & WORKS

Clr D Fish – Public Toilets (Blockages) – is this a Council issue or TasWater?
Manager Infrastructure & Works advised that Council will respond initially and determine whether it is a blockage within the Council owned infrastructure or the TasWater mains. If the latter, TasWater will be called in.

Clr B Campbell – Inglewood Road (vicinity of Waste Transfer Station) - number of road edge breaks.
To be inspected and addressed.

Clr B Campbell – Road Verges – levelling etc. – is it possible, over a period of time, to level areas of the verge where drainage works etc. is being undertaken which would then enable property owners to maintain sections of the verge particularly near property entrances.
Manager Infrastructure & Works advised that identified areas could be assessed however this is not encouraged as it would involve private persons working within a road reservation without appropriate insurance liability cover.

RECOMMENDATION

THAT the Infrastructure & Works Report be received and the information noted.

DECISION

Moved by Clr B Campbell, seconded by Clr A E Bisdee OAM

THAT the Infrastructure & Works Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

14. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)

14.1 Residential

Strategic Plan Reference 2.1

Increase the resident, rate-paying population in the municipality.

Nil.

14.2 Tourism

Strategic Plan Reference 2.2

Increase the number of tourists visiting and spending money in the municipality.

Nil.

14.3 Business

Strategic Plan Reference 2.3

Increase the number and diversity of businesses in the Southern Midlands / Increase employment within the municipality / Increase Council revenue to facilitate business and development activities (social enterprise).

Nil.

14.4 Industry

Strategic Plan Reference 2.4

Retain and enhance the development of the rural sector as a key economic driver in the Southern Midlands / Increase access to irrigation water within the municipality.

Nil.

15. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – LANDSCAPES)

15.1 Heritage

Strategic Plan Reference – Page 22

- 3.1.1 Maintenance and restoration of significant public heritage assets.
- 3.1.2 Act as an advocate for heritage and provide support to heritage property owners.
- 3.1.3 Investigate document, understand and promote the heritage values of the Southern Midlands.

15.1.1 Heritage Project Program Report

DECISION

Moved by Clr B Campbell, seconded by Deputy Mayor K Dudgeon

THAT the Heritage Projects Program Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

15.2 Natural

Strategic Plan Reference – page 23/24

- 3.2.1 Identify and protect areas that are of high conservation value.
- 3.2.2 Encourage the adoption of best practice land care techniques.

15.2.1 NRM Unit – General Report

DECISION

Moved by Clr D Fish, seconded by Clr D Blackwell

THAT the NRM Unit Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell		✓
Clr D Fish	✓	
Clr F Miller	✓	

15.3 Cultural

Strategic Plan Reference 3.3

Ensure that the cultural diversity of the Southern Midlands is maximised.

Nil.

15.4 Regulatory (Development)

Strategic Plan Reference 3.4

A regulatory environment that is supportive of and enables appropriate development.

Nil.

15.5 Regulatory (Public Health)

Strategic Plan Reference 3.5

Monitor and maintain a safe and healthy public environment.

Nil.

15.6 Regulatory (Animals)

Strategic Plan Reference 3.6

Create an environment where animals are treated with respect and do not create a nuisance for the community

15.6.1 Animal Management Report

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Clr A E Bisdee OAM

THAT the Animal Management Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

15.6.2 Callington Park, Oatlands - Proposal to Establish an Off-Lead Dog Park (on the section of land adjacent to the Barrack Street Car Park)

DECISION

Moved by Cllr A E Bisdee OAM, seconded by Cllr D Blackwell

THAT Council defer a decision until the January 2025 Council Meeting to enable further investigation and assessment of other possible locations.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

16.2.1 Oatlands Aquatic Centre – Coordinators Report

DECISION

Moved by Clr D Blackwell, seconded by Deputy Mayor K Dudgeon

THAT the information be received and noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

Clr A E Bisdee OAM departed the meeting at 3.01 p.m.

16.1.1 Bagdad Community Club Inc. – Community Club Precinct – Transfer of Ownership to Southern Midlands Council

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Clr D Fish

THAT:

- a) **The information be received;**
- b) **Council acknowledge the remaining steps to secure ownership of the property will be progressed accordingly; and**
- c) **Council arrange to brief Rebecca White MP as the recently announced candidate for the federal seat of Lyons.**

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr B Campbell		✓
Clr D Fish	✓	
Clr F Miller	✓	

15.7 Environmental Sustainability

Strategic Plan Reference 3.7
Implement strategies to address the issue of environmental sustainability in relation to its impact on Councils corporate functions and on the Community.

Nil.

16. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – COMMUNITY)

16.1 Community Health and Wellbeing

Strategic Plan Reference 4.1

Support and improve the independence, health and wellbeing of the Community.

16.2 Recreation

Strategic Plan Reference 4.2

Provide a range of recreational activities and services that meet the reasonable needs of the community.

16.2.2 Woodsdale Recreation Ground (PID 5839745 – C/T 10138/1) – 2578 Woodsdale Road, Woodsdale - Sale of Property

DECISION

Moved by Cllr D Blackwell, seconded by Cllr D Fish

THAT:

1. the information be received and noted;
2. Council specifically seek an amendment to the ‘Dissolution Clause’ contained within the Woodsdale Recreation & Community Hub Inc. Constitution to clearly state that the net proceeds from the disposal of the property (i.e. land and buildings) be returned to the Southern Midlands Council for re-distribution within the local community; and
3. Council recommend to the WR&CH Inc. Committee that it review the entire Constitution to:
 - A) Correct a number of issues, including (but not limited to):
 - i. Inconsistency regarding the name of the Association and the property;
 - ii. spelling errors
 - iii. delete reference to the Southern Midlands Council (and Council’s Facilities & Recreation Committee) when there is no need;
 - B) reconsider the suitability of the Constitution for this type of organisation given that it appears to have been based on the ‘Terms of Reference’ normally used for a Special Committee of Council.
 - C) Council inform the Committee that the Tasmanian Government’s CBOS Website contains Model rules for an Incorporated Association that may be more suitable for this organisation and can easily be adapted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

ENCLOSURE
Agenda Item 16.2.2

**CONSITIUTION
OF THE
WOODSDALE RECREATIONAL
COMMUNITY CENTRE
'WALLABY PARK'
MANAGEMENT COMMITTEE**

**Approved at the Annual General Meeting
Held on 29th October 2024**

At the Woodsdale Recreation Ground

CONSTITUTION OF THE

WOODSDALE RECREATION & COMMUNITY HUB

MANAGEMENT COMMITTEE

1. INTERPRETATION

In this Constitution unless otherwise stated: -

“**The Council**” shall mean the elected Council of the Southern Midlands.

“**The Committee**” shall mean the Committee of Management of the **Woodsdale Recreation & Community Hub**

“**The Premises**” shall mean the property known as the **Woodsdale Recreation Ground “Wallaby Park”, situated at 2578 Woodsdale Road, Woodsdale**

2. OBJECTS

The objects of the Committee shall be: -

- (a) To manage the use of the premises
- (b) To actively encourage diversity in community use of the premises and its facilities
- (c) To make sure rules not inconsistent with this Constitution as may be deemed necessary for the purpose of administration and control of the premises
- (d) To develop, upgrade and maintain the premises and its facilities for the benefit of the whole community irrespective of race, religion, gender, sexual orientation, or disability
N.B. Maintenance includes the day-to-day maintenance of the internal fabric of the premises, e.g., cleaning, caretaking, replacement of defective electric light globes, plumbing, painting, fire maintenance checks, repairs to electrical appliances, equipment, and furniture, etc
- (e) To raise funds for the purposes of meeting expenditures by the Committee for the operation of the premises
- (f) The Committee shall be non-political and non-sectarian

3. POWERS AND OBLIGATIONS

4. OFFICE BEARERS

(a) The Committee shall be comprised of the following Office Bearers:

- 1- President
- 2- Vice President
- 3- Secretary
- 4- Treasurer

In the event that no nominations are received for the general membership categories in any given year then it shall be valid for that position to remain vacant without impact on the constitutional powers of the Committee

(b) Offices Bearers will be elected on an annual basis

(c) Only members elected to the Committee shall have the power to vote on the Committee

(d) Only persons being 18 years of age, or more are eligible for election as Office Bearers on the Committee

5. DUTIES OF THE OFFICE BEARERS

The duties of the Office Bearers shall include:

PRESIDENT

The President may chair all meetings of the Executive, the Committee and General Meetings unless he/she chooses not to. The President shall be responsible for the efficient management of the premises within the objects of this constitution. The president shall issue all public statements on behalf of the Committee. The president shall prepare:

The Annual Report of the Committee comprising a report on the achievements of the previous year, as well as the aims and objectives of the Committee in the year head.

VICE PRESIDENT

The Vice President shall chair meetings of the Executive, the Committee and General Meetings should the President be absent or should the President choose not to chair the meeting. The Vice President shall assist the President with his/her duties.

SECRETARY

The Secretary shall keep the minutes of all meetings of the Executive, the Committee and General Meetings. The Secretary shall forward a copy of all minutes to Committee members for information and endorsement of recommendations where appropriate. The Secretary shall be responsible for correspondence and any other duties as delegated by the Committee. The Secretary shall submit a report on the maintenance needs of the premises (i.e., external structural maintenance, general maintenance, and grounds maintenance) to Councils Facilities & Recreation Committee by no later than 30th April, each year.

TREASURER

The Treasurer shall keep the books of account of the Committee. The Treasurer shall: -

- (a) Receive and bank all subscriptions and other monies paid to the premises into an account opened in the name of the Committee
- (b) Make all authorised disbursements on the Committees behalf
- (c) Keep proper accounts and records of all sums of money received and expended by the Woodsdale Recreational Community Centre and the matter in respect of which the receipt or expenditure takes place, and of the credits and liabilities of the Woodsdale Recreational Community Centre
- (d) Produce a list of accounts for payment including the most recent bank statement at each Committee Meeting and each General Meeting
- (e) Present accounts for payment to the Committee at meetings
- (f) Produce all books, receipts, and accounts to the Committee for audit at the end of each financial year
- (g) The Treasurer shall submit a full report on the financial accounts to the Committee by no later that 15th August each year
- (h) Subject to any reasonable restrictions as to the time and manner of inspection, these accounts shall be open to inspection by members of the Committee

GENERAL MEMBER

General Members of the Committee shall attend Committee Meetings, serve on Subcommittees as appropriate and perform any duties as delegated by the Committee.

6. TERMINATION OF OFFICE BEARERS

- (a) Any person elected to the position of office bearer in the Committee shall hold office until their successor is elected
- (b) The Committee may seek to expel any member of the Committee whose conduct in the opinion of the Committee is discreditable or injurious to the character or interests of the Committee
- (c) The position of any elected Office Bearer shall be automatically deemed vacant if that person is absent without leave of absence for three (3) consecutive Committee Meetings
- (d) Any member may resign from the Committee. Such resignations must be in writing and forwarded to the Secretary

7. ORGANISATIONAL STRUCTURE

(a) COMMITTEE

The Committee shall be responsible for the day-to-day management of the premises within the objects of this Constitution. The Committee shall meet on a 3 monthly basis unless otherwise determined by the Committee. All elected members of the Committee of this Constitution may vote at Committee Meetings.

(b) EXECUTIVE

The Executive shall be: -

- i) The President or in the Presidents absence or unavailability of the Vice President
- ii) The Secretary
- iii) The Treasurer

Meetings of the Executive shall be held as determined by the President. The Executive shall have the power to make any necessary administrative decisions

between normal Committee Meetings. Any such decisions or actions taken by the executive shall be reported at the next meeting of the Committee. Provided always that any major decisions must be referred to the full Committee for consideration and decision.

A quorum for the decisions made by the Executive shall comprise at least two members of the Executive including either the President or in the Presidents absence or unavailability the Vice President

(c) SUBCOMMITTEES

The Committee may appoint Subcommittees for a specified purpose. Any user or resident may be appointed by the Committee as a member.

The Convenor of a Subcommittee shall be a Committee Member and shall report to the Committee on the activities and decisions of the Subcommittee. The President or in his/her absence the Vice President shall be an ex-officio member of all Subcommittees.

8. MEETINGS

(a) ANNUAL GENERAL MEETING

- i) The Annual General Meeting shall be held on or between the 1st and 31st day of October each year on such a day as determined by the committee. Advice of the Committees determination is to be provided to all committee no later than the 15th September each year. Club Secretary shall notify the public by an advertisement online and in the Southern Midlands newspaper. Members of the committee shall be given notice in writing at least fourteen days prior to the meeting. Proof of posting and notice of meeting shall be deemed sufficient notification;
- ii) Any resident of the Southern Midlands or Volunteer is entitled to attend and is entitled to vote at the Annual General Meeting;
- iii) The Annual General Meeting shall deal with the following items of business:
 - Presentation of the Annual Report

- Presentation of the audited Annual statement of accounts and balance sheet
- The election of office bearers
- Any general business

(b) SPECIAL GENERAL MEETING

- i) A Special General Meeting may be called for any specified purpose by the committee;
- ii) The President of the Committee shall be the chairperson at all special general meetings. Should the President not be present within 10 mins of the time appointed for holding the meeting then the Vice President or Secretary shall take the chair. In absences of both the Vice President or Secretary the meeting shall be cancelled and another time arranged.
- iii) A special general meeting shall not deal with any business other than that specified.

(c) COMMITTEE MEETINGS

- i) The Committee shall meet at least once each 3 calendar months unless otherwise determined for the purpose of
 - Confirming the minutes of the previous meeting
 - The payment of accounts
 - Correspondence and
 - General business
- ii) If on account of circumstances beyond the control of the Committee an Annual General Meeting cannot be held, the committee shall carry on until such time as an Annual General Meeting is held
- iii) In the event of a vacancy occurring during the year the Committee shall have the power to appoint a new member for the unexpired term of the member
- iv) Should the committee be unable to fill the vacancy then it may convene a Special General Meeting for the purpose of filling such vacancy
- v) The committee shall have the power to adjourn and otherwise regulate its meetings as it deems fit. Any three members shall have the power to

call a meeting of the committee. The President of the committee with take the chair at all such meetings.

- vi) All notices of committee meetings shall unless extreme urgency arises, be in writing to members at least seven days after the meetings.
- vii) The committee shall have the power to delegate any of its powers to a subcommittee or delegates to deal with any matter or matters upon such terms as the committee may think fit except the power to expend the funds of the Management Committee.

9. ELECTIONS

- (a) The office bearers shall be elected at the Annual General Meeting and shall hold office until the next Annual General Meeting notwithstanding that a Special General Meeting may be called for the purpose of electing a new Committee or Member thereof.
- (b) A returning officer may be appointed by the Annual General Meeting or Special General Meeting called for the purpose of the election of office bearers.

10. POWERS OF THE COMMITTEE

- i) The Committee retains the right to refuse admission to anyone who misbehaves or misuses the premises or equipment
- ii) The business and affairs of the premises shall be under the management of the Woodsdale Recreational Community Centre Committee.
- iii) The committee may, subject to the constitution and rules, exercise the powers required to do such things to which it considers necessary or expedient to carry out the objects of the committee
- iv) The committee may make rules binding on all users of the premises provided that before such rule takes effect a copy of the proposed rule is displayed on the notice board of the premises and the Facebook page for at least 28 days. Anyone has the right to object to the rule before the expiration of the 28 days and all objects shall be considered by the committee
- v) The committee may at any time rescind or amend a rule after giving 28 days' notice, except in cases of urgency when execution will be immediate

11. FINANCE

- (a) All monies raised by, for or otherwise on behalf of the Committee (including subcommittees) shall be used solely for the premises needs and shall be deposited in Bank Accounts maintained for the purpose of the committee.
- (b) The treasurer shall maintain a cheque account.
- (c) The Secretary may maintain a gate, canteen and bar cash float of up to \$250 each.
- (d) The financial year shall commence on 1 July. The Annual statement of accounts and Balance sheet shall be prepared by the treasurer and audited prior to the Annual General Meeting.
- (e) A financial statement shall be prepared quarterly (30 Sept, 31 Dec and 31 March) and presented to the next appropriate Committee Meeting.
- (f) An appropriate independent shall audit the Balance Sheets and Statements of receipts and expenditure at the end of each financial year unless it is determined otherwise.

12. THE CONSITUTION

- (a) This constitution may be amended at an Annual General Meeting providing that the amendments are presented to the Secretary in writing by no later than two days prior to the Annual General Meeting
- (b) This constitution may be amended at a Special General Meeting if it is called specifically for that purpose.
- (c) A motion to amend the constitution must receive the support of no less than 75% of those present and eligible to vote.
- (d) This shall be the only constitution of the Management Committee. The Secretary shall supply a copy of this constitution to any member of the committee upon request.

13. DISSOLUTION

- (a) In the event of the dissolution of the Committee all funds and assets shall be sold with the funds donated to local non-for-profit organisations at the discretion of the Committee.

16.3 Access

Strategic Plan Reference 4.3

Continue to explore transport options for the Southern Midlands community / Continue to meet the requirements of the Disability Discrimination Act.

Nil.

16.4 Volunteers

Strategic Plan Reference 4.4

Encourage community members to volunteer.

Nil.

16.5 Families

Strategic Plan Reference 4.5

Ensure that appropriate childcare services as well as other family related services are facilitated within the community / Increase the retention of young people in the municipality / Improve the ability of seniors to stay in their communities.

Nil.

16.6 Education

Strategic Plan Reference 4.6

Increase the educational and employment opportunities available within the Southern Midlands

Nil.

16.7 Capacity & Sustainability

Strategic Plan Reference 4.7

Build, maintain and strengthen the capacity of the community to help itself whilst embracing social inclusion to achieve sustainability.

Nil.

16.8 Safety

Strategic Plan Reference 4.8

Increase the level of safety of the community and those visiting or passing through the municipality.

Nil.

16.9 Consultation & Communication

Strategic Plan Reference 4.8

Improve the effectiveness of consultation & communication with the community.

Nil.

17. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)

17.1 Improvement

Strategic Plan Reference 5.1

Improve the level of responsiveness to Community & Developer needs / Improve communication within Council / Improve the accuracy, comprehensiveness and user friendliness of the Council asset management system / Increase the effectiveness, efficiency and use-ability of Council ICT systems / maintain the Business Process Improvement & Continuous Improvement framework

17.1.1 Policy Development - Body Worn Camera (BWC) (Draft)

DECISION

Moved by Cllr D Blackwell, seconded by Deputy Mayor K Dudgeon

THAT:

1. The information be received; and
2. Consider the draft Body Worn Camera Policy, with formal adoption at January 2025 Council Meeting.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.1.2 Policy Development – Private Works Policy (Draft)

DECISION

Moved by Cllr D Blackwell, seconded by Deputy Mayor K Dudgeon

THAT:

- a) The report be received and noted; and
- b) In accordance with Council’s Policy making process, the draft Private Works Policy be tabled and considered for formal adoption at the next meeting.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.2 Sustainability

Strategic Plan Reference 5.2
Retain corporate and operational knowledge within Council / Provide a safe and healthy working environment / Ensure that staff and elected members have the training and skills they need to undertake their roles / Increase the cost effectiveness of Council operations through resource sharing with other organisations / Continue to manage and improve the level of statutory compliance of Council operations / Ensure that suitably qualified and sufficient staff are available to meet the Communities need / Work co-operatively with State and Regional organisations / Minimise Councils exposure to risk / Ensure that exceptional customer service continues to be a hallmark of Southern Midlands Council

17.2.1 Tabling of Documents

Nil.

17.2.1.1 Code of Conduct Determination Report

Southern Midlands Code of Conduct Rick Wilton against Councillor Fraser Miller

DECISION

Moved by Cllr B Campbell, seconded by Deputy Mayor K Dudgeon

THAT Council note the Code of Conduct Determination Report in respect to a complaint lodged by Mr Rick Wilson against Councillor Fraser Miller.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	Abstained	

17.2.2 Elected Member Statements

An opportunity is provided for elected members to brief fellow Councillors on issues not requiring a decision.

Mayor E Batt – 2025 Australia Day Awards – Mayor Batt informed Council that the Selection Committee has met and determined the Award Winners for 2025. Mayor not in a position to publicly announce the winners pending the recipients being formally notified. The Awards Ceremony will be held at the Oatlands Aquatic Centre on 26th January 2025 and will involve a Community Barbecue – details to be confirmed.

Clr B Campbell – Parattah Jubilee Hall – the Annual General Meeting for the Parattah Jubilee Hall, being a community owned Hall, has been deferred to mid-February 2025 – date to be advised.

17.3 Finances

Strategic Plan Reference 5.3

Community's finances will be managed responsibly to enhance the wellbeing of residents / Council will maintain community wealth to ensure that the wealth enjoyed by today's generation may also be enjoyed by tomorrow's generation / Council's financial position will be robust enough to recover from unanticipated events, and absorb the volatility inherent in revenues and expenses.

17.3.1 Monthly Financial Statement (Period ending 30 November 2024)

DECISION

Moved by Clr B Campbell, seconded by Deputy Mayor K Dudgeon

THAT the Financial Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

17.3.2 Request for Rate Remission – Oatlands District Historical Society – 107 High Street, Oatlands (PID 5842354)

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Clr D Blackwell

THAT, in accordance with section 129 of the *Local Government Act 1993*:

- a) **Council, by absolute majority, grant a remission of rates and charges to the Oatlands District Historical Society for its property at 107 High Street, Oatlands (PID 5842354); and**
- b) **The remission relates to the 2024/2025 financial year, inclusive of penalty and interest.**

CARRIED

DECISION(MUST BE BY ABSOLUTE MAJORITY)		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

17.3.3 2024/25 Budget – Formal Amendment(s) to Budget (Operating & Capital)

DECISION

Moved by Cllr D Blackwell, seconded by Deputy Mayor K Dudgeon

THAT Council resolve, by absolute majority, to formally amend the 2024/25 Budget (Operating & Capital) in accordance with section 82 of the *Local Government Act 1993*, and endorse the budget amendments as detailed in the report.

CARRIED

DECISION (MUST BE BY ABSOLUTE MAJORITY)		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.3.4 2024/25 Schedule of Fees & Charges (Partial Review) – Oatlands Aquatic Centre

DECISION

Moved by Cllr B Campbell, seconded by Deputy Mayor K Dudgeon

THAT the revised fees be approved and the Schedule of Fees and Charges updated accordingly.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

18. MUNICIPAL SEAL

18.1 Sign and Sealing of a Vesting Order – Springhill Bottom Road

Author: DEPUTY GENERAL MANAGER (ANDREW BENSON)

DECISION

Moved by Cllr B Campbell, seconded Cllr D Blackwell

THAT Council:

1. Receive and note the report; and
2. Sign & Seal the Vesting Order Application to enable its lodgement with the Lands Titles Office.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

19. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

19.1 Improving Dog Welfare Outcomes in Tasmania – Discussion Paper (Department of Natural Resources and Environment Tasmania)

DECISION

Moved by Cllr B Campbell, seconded Cllr D Blackwell

THAT Council note the comments made at the meeting and this information be provided to the Local Government Association of Tasmania.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

RECOMMENDATION

THAT in accordance with Regulation 15 of the *Local Government (Meeting Procedures) Regulations 2015*, the following items are to be dealt with in Closed Session.

DECISION

Moved by Clr B Campbell, seconded by Deputy Mayor K Dudgeon

THAT in accordance with Regulation 15 of the *Local Government (Meeting Procedures) Regulations 2015*, the following items are to be dealt with in Closed Session.

Matter	Local Government (<i>Meeting Procedures</i>) Regulations 2015 Reference
<i>Closed Council Minutes - Confirmation</i>	15(2)(g)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Audit Panel Minutes</i>	15(2)(b)
<i>Use and Control of Herbicides</i>	15(2)(a)

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

RECOMMENDATION

THAT in accordance with Regulation 15(2) of the *Local Government (Meeting Procedures) Regulations 2015*, Council move into Closed Session and the meeting be closed to members of the public.

DECISION

Moved by Clr B Campbell, seconded Clr D Blackwell

THAT in accordance with Regulation 15(2) of the *Local Government (Meeting Procedures) Regulations 2015*, Council move into Closed Session and the meeting be closed to members of the public.

CARRIED

DECISION (MUST BE BY ABSOLUTE MAJORITY)		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

CLOSED COUNCIL MINUTES

20. BUSINESS IN “CLOSED SESSION”

20.1 Closed Council Minutes - Confirmation

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15(2)(g) of the Local Government (Meeting Procedures) Regulations 2015.

20.2 Applications for Leave of Absence

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15(2)(h) of the Local Government (Meeting Procedures) Regulations 2015.

20.3 Audit Panel Minutes

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15(2)(b) of the Local Government (Meeting Procedures) Regulations 2015.

20.3.1 Audit Panel Receipt of Minutes

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15(2)(b) of the Local Government (Meeting Procedures) Regulations 2015.

20.3.2 Endorsement of Recommendations

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15(2)(b) of the Local Government (Meeting Procedures) Regulations 2015.

20.4 Cllr B Campbell – Use and Control of Herbicides

In accordance with the Local Government (Meeting Procedures) Regulations 2015, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 15(2)(a) of the Local Government (Meeting Procedures) Regulations 2015.

RECOMMENDATION

THAT Council move out of “Closed Session”.

DECISION

Moved by Deputy Mayor K Dudgeon, seconded Cllr B Campbell

THAT Council move out of “Closed Session”.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

OPEN COUNCIL MINUTES

21. CLOSURE

The meeting closed at 4.43 p.m.

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ANNUAL GENERAL MEETING

Wednesday, 11th December 2024
5.00 p.m.

Oatlands Municipal Offices
71 High Street, Oatlands



ANNUAL GENERAL MEETING OF THE SOUTHERN MIDLANDS COUNCIL

**WEDNESDAY 11th DECEMBER 2024 AT THE OATLANDS MUNICIPAL OFFICES
COMMENCING AT 5.00 P.M.**

1. OPENING/WELCOME

Mayor Edwin Batt opened the Southern Midlands Council Annual General Meeting and welcomed those present.

2. APOLOGIES

Clr A E Bisdée OAM, Clr F Miller

3. ATTENDANCE

Councillors: Mayor Edwin Batt, Deputy Mayor K Dudgeon, Clr D Blackwell, Clr B Campbell and Clr D Fish

Officers: T Kirkwood (General Manager), A Benson (Deputy General Manager), G Finn (Manager Development & Environmental Services), D Richardson (Manager Infrastructure and Works), W Young (Manager Community & Corporate Development), J Thomas (Executive Assistant)

Residents: Nil.

4. MEETING PROCEDURES

Refer Attachment 1.

5. 2023/2024 ANNUAL REPORT & 2023/2024 GENERAL PURPOSE FINANCIAL REPORT

5.1 Mayor's Report

Mayor Edwin Batt presented the 2023/2024 Annual Report, incorporating the 2023/2024 General Purpose Financial Report.

RECOMMENDATION:

THAT the meeting note the presentation of the Annual Report for the year ending 30th June 2024 incorporating the 2023/2024 General Purpose Financial Report.

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Cllr D Blackwell

THAT the meeting note the presentation of the Annual Report for the year ending 30th June 2024 incorporating the 2023/2024 General Purpose Financial Report.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D F Fish	✓	

6. STRATEGIC PLAN 2024-2034

Members of the public are encouraged to provide comment on the 2024-2034 Strategic Plan available on Councils website at any time.

6.1 Questions/Discussion on Strategic Plan

Nil.

7. DISCUSSION ITEMS ON NOTICE

Nil.

8. DISCUSSION ITEMS WITHOUT NOTICE

Nil.

9. CLOSURE OF MEETING

The meeting closed at 5.06 p.m.

MEETING PROCEDURES

Attachment 1

1. The Annual General Meeting is in essence a Council meeting and will be conducted in accordance with normal Council procedures for the conduct of meetings; with the exception of course it is intended to make it as easy as possible for members of the public to have input so that maximum benefit is gained.
2. The Mayor is Chairman of the meeting.
3. The first part of the meeting comprises a presentation of an overview of:
 - (i) the Annual Report
 - (ii) Financial Statement, and
 - (iii) the Strategic Plan
4. At the conclusion of each of these presentations electors may ask questions.
5. Questions and comments should be concise to allow as many people as possible to have their input.
6. No one is to be interrupted whilst they are speaking.
7. You will be asked, as a matter of courtesy and for the minutes, to identify yourself before speaking.
8. All discussion will be addressed through the chair.
9. No person may:
 - (i) make any personal reflection on any Councillors, Council employee or member of the public;
 - (ii) disrupt the meeting; or
 - (iii) in the opinion of the Chairman, use any offensive expression.
10. If you intend to move a motion the following procedures apply: -
 - (i) All motions must be moved and seconded before debate is permitted.
 - (ii) In speaking to a motion, individuals may speak only once and for no longer than 5 minutes.
 - (iii) Voting is by a show of hands.
 - (iv) Only electors of the Southern Midlands municipal area are entitled to vote.
 - (v) A motion is passed by half plus one of the electors present voting in favour of it.
11. Any resolution passed at the Annual General Meeting will be considered at the next ordinary meeting of Council.

Woodsdale Community Memorial Hall

Est. 1905

General Committee Meeting

Sunday 1st December 2024

Woodsdale Hall

1. Welcome/Opening:

The President welcomes members and declares the meeting open at 15:00pm

2. Attendance:

Mrs Ann Scott, Mr Leon Scott, Ms Alyson Scott, Ms Andrea Jones, Mrs Kaye Rowlands, Mrs Ann Wiggins, and Ms Tamika Nailer.

3. Apologies:

Mrs Sally Stubs, Mrs Marion Wiggins, Councillor Karen Dudgeon and Mrs Kate Bourne.

Moved: Ms Tamika Nailer

Seconded: Mrs Ann Wiggins

Motion Carried

4. Confirmation of Minutes for the last meeting – 10th November 2024

Moved: Mrs Ann Scott

Seconded: Mr Leon Scott

Motion Carried

5. Business Arising from Previous Minutes – 13th October 2024

5.1 Hydro name change

Andrea has tried numerous times to call but no luck yet.

5.2 Raffle

- Tamika to take another raffle booklet.

5.3 Xmas party

- Andrea has ordered the 150, snags, 60 hamburgers and nuggets.
- Still trying to contact City Mission.
- Everyone to do a sweet and salad. (Slice will be easiest)

- Ann Scott to grab the Xmas tree and decorations
- 4pm set up at ground
- WFC will do the bar
- Lolly bags are done.
- Andrea is going to get bread x5 loaves and 4x hamburger rolls, 1x tomato sauce, 1x bag onions.
- Bernie and Leon to cook the BBQ.
- Ann Scott to get some more fruit boxes.
- Andrea to email Toni about gas bottle.

5.4 Bingo/Liquor License

- This has not gone a head due to constitution not being endorsed.
- Andrea has contacted Tim Kirkwood to get the endorsed.
- We will need to just wait for that.

Moved: Ms Tamika Nailer

Seconded: Mrs Andrea Jones

Motion Carried

6. Financial Report:

Total funds as of 1st December 2024 \$ 9367.87

Y.T.D Financials

Opening Balance (23/9)				\$7744.62
Incoming	YTD	\$	\$1760.60	
Outgoing	YTD	\$	\$137.35	

Closing balance as of 1st of December 2024 \$ 9367.87

Please see attached financials for further information.

Moved: Mrs Ann Wiggins

Seconded: Mrs Kaye Rowlands

Motion Carried

7. Business arising from financial report:

- 1.1** Marion Wiggins cashed cheque for \$107.75 for purchases made back in September from Harris scarf for new scissors and salt and pepper shakers from Medhurst.
- 1.2** Kaye Rowlands cashed cheque for \$29.60 for purchases made from September from Reject shop and IGA.
- 1.3** Andrea to ask Sally about the old spotlight.

Moved: Mrs Ann Scott

Seconded: Mrs Andrea Jones

Motion Carried

Correspondence:

In

- We received an email from the Woodsdale Football Club asking us if we were interested in holding a cake stall and Devonshire tea for their family fun day on the 18th of January 2025.
- We received confirmation from Woodsdale Football Club that they will have someone run the bar for the Christmas Party on the 7th of December 2024.

Out

- Andrea sent previous meeting minutes to committee members and Southern Midlands Council on the 12th of November 2024.
- Andrea emailed Toni Cowle asking whether the Woodsdale Football Club would be running the bar for our Christmas Party on the 7th of December 2024.
- Andrea emailed Tim Kirkwood regarding our constitution and whether it has been endorsed. Currently it is not endorsed and needs to be for us to get our Bingo and Liquor license.

Moved: Ms Tamika Nailer

Seconded: Mr Leon Scott

Motion Carried

2. General Business:

2.1 Family Fun Day

- Woodsdale Football Club asking us if we were interested in holding a cake stall and Devonshire tea for their family fun day on the 18th of January 2025.
- We will all help with this.
- All food made will need to be labelled with ingredients list.
- Andrea will email the WFC to say we are happy to help

2.2 Hall Fees

- Local wakes to be free
- Hall functions (private)
- \$30 for the entire hall and use of water less than 3hrs
- \$40 for the entire hall and use of water etc between 3 and 6 hrs
- \$55 for the entire hall and use of water etc over 6hrs
- \$75 for the entire hall and use of water etc with alcohol

2.3 Ground bookings

- Andrea to contact WFC in regards bookings need to be coming through the hall and payments for these until further notice from the council.

Moved: Mr Leon Scott

seconded: Ms Tamkia Nailer

Motion Carried

3. Bookings:

Meeting Closed at 4.12 p.m.

NEXT MEETING – Sunday 12th of January 2025 at 3pm



MINUTES

COMMUNITY SHED - OATLANDS MANAGEMENT COMMITTEE

Supported by
Community & Corporate Development

Attendance	TIME 1.57 PM	DATE 20 TH NOVEMBER, 2023	LOCATION COUNCIL CHAMBERS, OATLANDS
-------------------	------------------------	---	--

MANAGEMENT COMMITTEE	Don Fish Karen Dudgeon Gillian Bailey Penny Duggan Mary-Ann Orchard	SMC Councillor SMC Councillor Vice-Chair person Secretary/Treasurer Hobart City Mission –Community Development Officer
COMMITTEE OFFICERS	Wendy Young Jo Rowley	Manager – Community & Corporate Development Corporate Compliance Officer
INVITED GUEST(S)	Geoff Morgan	Men’s Day Supervisor
APOLOGIES	David Norgrove Snr Sergeant M Williams E Bjorksten Ashley Cusick/Ally McConnon	

Welcome - Chairman

Agenda Items

ITEM	Welcome & Previous Minutes	Attached File	
DISCUSSION	Minutes of the previous meeting to be circulated		
DECISION	<p>THAT the minutes of the previous meeting held on the 20th November, 2023 be confirmed as a true and accurate record of the meeting.</p> <p>Advised Geoff Morgan cannot move a motion as only an invited guest. To be replaced by Gillian Baily</p> <p>Moved Penny Duggan Seconded Mary-Ann Orchard</p> <p>CARRIED</p>		
ACTION ITEMS	RESPONSIBILITY	TIME LINE	

ITEM	Business Arising from previous minutes	Attached File	
DISCUSSION	<ul style="list-style-type: none"> • Signage – replacement signs. Vista print price sheet was shared by Mary-Ann 		



MINUTES

COMMUNITY SHED - OATLANDS MANAGEMENT COMMITTEE

Supported by
Community & Corporate Development

	<ul style="list-style-type: none"> • Visits to other sheds- Not organized yet, will aim for 2025. Would also like to visit the Jordan River Shed. • 6-8 week cycle visit by RAW to Community Shed. Have been advised been to Shed 4 times in the last 12 months. • Sharpen the lathe tools- Penny to speak to Graham- not happened yet. Geoff volunteered to show what basic knowledge he has. He also suggested Internet advice and using a wet grinder. 	
DECISION	<p>All agreed an aluminum sign would be more effective, sturdier than a banner or core flute.</p> <p>Moved by: Karen Dudgeon Seconded by: Mary-Ann Orchard</p>	
ACTION ITEMS	RESPONSIBILITY	TIME LINE
Signage- to be ordered	Mary-Ann	
Visits to other sheds- visit to Clarence Point and Jordan River to be organised for 2025	Penny/Gillian/David	

ITEM	Treasurer's Report	Attached File	
DISCUSSION	Financial Statement as at 30 June 2024		
DECISION	<p>That the Financial Statement be received</p> <p>Opening balance as at 1 July 2023- \$6,815.71 and closing balance as at 30 June 2024 \$6,294.63</p> <p>Moved by: Gillian Bailly Seconded by: Mary-Ann Orchard</p>		
ACTION ITEMS	RESPONSIBILITY	TIME LINE	

ITEM	Other Business- Mental Health First Aid Training	Attached File	
DISCUSSION	Ashleigh Birchall – RAW's Mental Health First Aid Trainer has offered a course to the shed for free. The course will be run over 2 days. Minimum numbers required 6 and maximum 22. Need to find appropriate venue.		
DECISION	Geoff will attend as will Penny and Gillian. Geoff would like to extend invitations to partners and general public. Was also mentioned the Community Association may		



MINUTES

COMMUNITY SHED - OATLANDS MANAGEMENT COMMITTEE

Supported by
Community & Corporate Development

	like to be involved and could use their meeting room. Advertise on Shed Facebook page and community pages once a date has been decided on.	
ACTION ITEMS	RESPONSIBILITY	TIME LINE
Get date options off Ashleigh	WY	

ITEM	Other Business- Clean out of shipping container	Attached File	
DISCUSSION	Chairs in container were made to be sold. Timber in container donated to be used at the Shed.		
DECISION	Chairs will be inspected for safety and then put on Oatlands Community FaceBook page to be sold. Start clean out 6 January 2025 Moved by: Mary-Ann Orchard Seconded by: Penny Duggan		
ACTION ITEMS	RESPONSIBILITY	TIME LINE	
Inspection of chairs for safety	PD & GB	Jan 25	

ITEM	Welding Conatiner	Attached File	
DISCUSSION	Has anything progressed in setting up the welding space?- Not progressed yet. The container is not workable as a welding space as there is no ventilation. Suggestion was made to erect an annex roof so welding could take place outside. Will also need a concrete slab or bitumen base and screens to shield nearby road users. A ramp will help move the welders outside or suggested they purchase longer leads. Council may be able to help with the building works.		
DECISION	Welding on hold until proper area organised.		
ACTION ITEMS	RESPONSIBILITY	TIME LINE	
Wendy and Don to attend Shed to discuss further	DF & WY	20 Dec 2024	

ITEM	Equipment	Attached File	
------	------------------	---------------	--



MINUTES

COMMUNITY SHED - OATLANDS MANAGEMENT COMMITTEE

Supported by
Community & Corporate Development

DISCUSSION	<ul style="list-style-type: none"> Mactec belt sander needs to be replaced as is broken. An audit of equipment needs to take place Test & Tagging- appears some items that have been tagged are now not compliant. Coffin building instructions will be left at shed 		
DECISION	New belt sander to be purchased- battery operated , Ozito brand Non-compliant equipment will be picked up in audit.		
ACTION ITEMS	RESPONSIBILITY	TIME LINE	
Purchase new sander	PD		
Audit of equipment	PD/GB		

ITEM		Attached File	
DISCUSSION			
DECISION			
ACTION ITEMS	RESPONSIBILITY	TIME LINE	

ITEM		Attached File	
DISCUSSION			
DECISION			
ACTION ITEMS	RESPONSIBILITY	TIME LINE	

NEXT MEETING: 7 April 2025 3pm

Close: 3.47pm

Distribution of Agenda:

Members

Butler
McIntyre
& Butler

Lawyers
Est. 1824

Planning Section
Southern Midlands Council
PO Box 21
Oatlands TAS 7120

11 October 2024

OUR REF:BW232550

Dear Sir/Madam,

**PETITION TO AMEND SEALED PLAN 179101
OWENS HILL ROAD, BAGDAD**

We act for Elliott Arthur Booth and Elliott David and Julieanne Mary Booth, the owners of Certificates of Title Volume 179101 Folios 201 and 202 (**Lots**) respectively, being land at Owens Hill Road, Bagdad. Please find **enclosed** a Petition and associated documents in respect of the Lots.

All the owners of land on Sealed Plan 179101 (**Sealed Plan**) have been served with a notice, and I provide a file copy of the letter that accompanied the Petition.

I note for your benefit that the Petition seeks to remove the covenant to not erect or permit to be erected on the Lots more than one dwelling (**Covenant**), which was inadvertently created over the Lots when the Sealed Plan was registered, and that the Covenant provides that our clients reserve the right to waive, modify, alter or extinguish the Covenant from the Lots.

No mortgagees are sought to be served given the Petition is not impacting lots on the Sealed Plan that are subject to any mortgage. Please advise if you do not agree and wish to have mortgagees served.

As Council also own lot 100 on the Sealed Plan, this letter should serve as service upon Council.

Our clients would appreciate action on the matter at Council's earliest opportunity, noting that the land in lot 201 on the Sealed Plan will be further subdivided pursuant to Planning Permit SA2100010. I await your input or any queries that you may have on this matter.

Yours faithfully

Butler McIntyre & Butler

Per:



Bradley Walsh | Partner

Direct email: bwalsh@bmbtas.com

Direct ☎ 03 6222 9407

Office

20 Murray Street
Hobart 7000
Tasmania

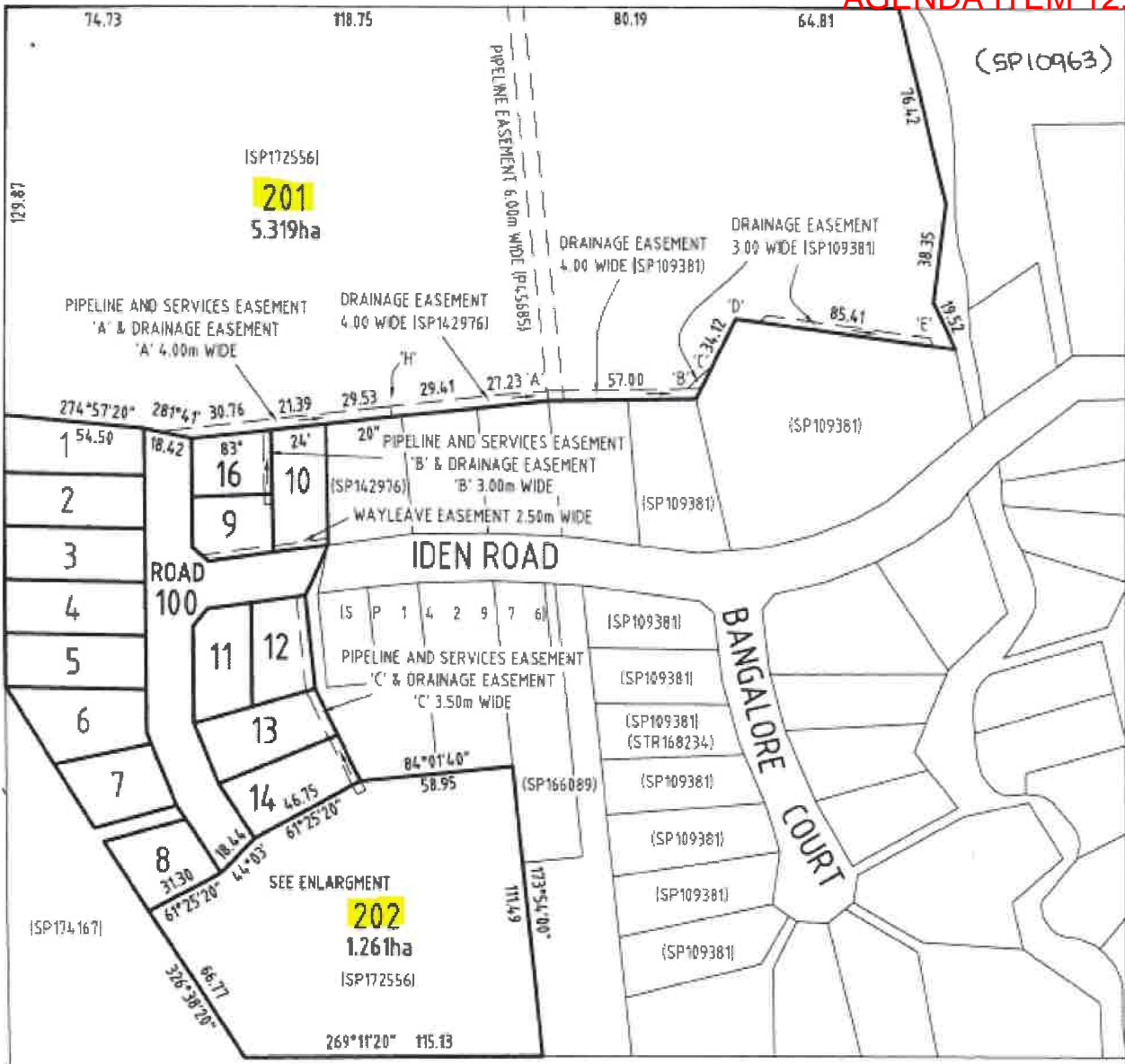
Postal

GPO Box 980
Hobart 7001
Tasmania

Contact

Tel 03 6222 9444
Fax 03 6223 6321
DX 113 Hobart

www.bmbtas.com
enquiry@bmbtas.com
ABN 73 206 174 836



Kind regards

Bradley Walsh | Partner
Butler McIntyre & Butler

T +61 3 6222 9459
E bwalsh@bmbtas.com
W bmbtas.com

20 Murray Street, Hobart TAS 7000

**Butler
McIntyre
& Butler**

*Excellence in law
since 1824*



This office will be closed from 1:00pm Tuesday 24th December 2024 and will reopen Monday 6th January 2025 at 8:30am

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Protect your money from cyber crime – call us - verify & confirm – every time. Cyber criminals steal money by intercepting emails from law firms to their clients and changing the bank details stated in them. Before you pay money into our trust account call us, verify the authenticity of our request, and confirm the bank account details we give you before you deposit or transfer funds. Verify and confirm before every payment.

From: Grant Finn <gfinn@southernmidlands.tas.gov.au>

Sent: Wednesday, December 18, 2024 11:25 AM

TASMANIAN LAND TITLES OFFICE

Blank Instrument Form
Land Titles Act 1980



DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
179101	201	179101	202

To the Recorder of Titles

REQUEST TO AMEND SEALED PLAN 179101

Section 103 of the *Local Government (Building and Miscellaneous Provisions) Act 1993*

Southern Midlands Council requests that Sealed Plan 179101 be amended in the following manner:

1. Amend the restrictive covenant in the Schedule of Easements to remove Lots 201 and 202 from being bound by it.
2. A marked-up copy of page 3 of the Schedule of Easements is enclosed showing the amendment encircled.

Date:

Signed for and on behalf of Southern Midlands Council under the *Local Government Act 1993* (Tas) by:

Signature:

Print Full Name:

Office Held:

Land Titles Office Use Only

PETITION TO AMEND SEALED PLAN NO. 179101

IN THE MATTER OF 103 OF THE LOCAL GOVERNMENT (*BUILDING AND MISCELLANEOUS PROVISIONS*) ACT 1993

IN THE MATTER OF FOLIOS OF THE REGISTER:

Volume 179101 Folios 201 & 202

TO: Southern Midlands Council

ELLIOTT ARTHUR BOOTH of 18 Owens Hill Road, Bagdad, Tasmania 7030, the registered proprietor of land comprised in Folio of the Register Volume 179101 Folio 201 and **ELLIOTT DAVID BOOTH** and **JULIEANNE MARY BOOTH** both of 80 BANTICKS ROAD, MANGALORE, TASMANIA 7030, the registered proprietors of land comprised in Folio of the Register Volume 179101 Folio 202, do petition that Sealed Plan registered number 179101 be amended as follows:

With intent of removing the burden of the restrictive covenant on lots 201 and 202 on the Sealed Plan, on page 7 of the Schedule of Easements, inserting the text "lot 201 and lot 202," at the beginning of the covenant so that it reads:

other than in respect of lot 10, lot 201 and lot 202, not to erect or permit to be erected on the lot or any part thereof more than one (1) dwelling.

A marked up copy of page 3 of the Schedule of Easements is enclosed with the proposed amendments encircled in red on page 3 of this petition.

Dated this 22nd day of March 2024

SIGNED by **ELLIOTT ARTHUR BOOTH** in)
the presence of:


.....
ELLIOTT ARTHUR BOOTH

Witness: 
.....

Name:

Address:

Occupation:

Bradley John Walsh
Legal Practitioner
Butler-Moilyre & Butler
20 Murray Street, HOBART TAS 7000
Tel: (03) 6222 9444

SIGNED by ELLIOTT DAVID BOOTH in)
the presence of:)



.....
ELLIOTT DAVID BOOTH

Witness: 

Name:

Address:

Occupation:

Bradley John Walsh
Legal Practitioner
Butler McIntyre & Butler
20 Murray Street, HOBART TAS 7000
Tel: (03) 6222 9444

SIGNED by JULIEANNE MARY BOOTH in)
the presence of:)



.....
JULIEANNE MARY BOOTH

Witness: 

Name:

Address:

Occupation:

Bradley John Walsh
Legal Practitioner
Butler McIntyre & Butler
20 Murray Street, HOBART TAS 7000
Tel: (03) 6222 9444

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 8 PAGES	Registered Number SP 179101
SUBDIVIDER: Elliott Arthur Booth FOLIO REFERENCE: Folio of the Register Volume 172556 Folio 1	

Lot 201 on the Plan ("the Lot") is SUBJECT TO a Pipeline and Services Easement (as defined herein) in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the area marked "DRAINAGE EASEMENT 3.00m WIDE (SP109381)" on the Plan ("the Easement Land").

EASEMENTS CONTINUED ON PAGE 8

RESTRICTIVE COVENANTS:

The owner of each lot on the Plan covenants with the Vendor and the owner of each and every other lot on the Plan and to the intent that the burden of the covenant will run with and bind the covenantor's lot and every part thereof and that the benefit thereof may be created in favour of each and every other lot on the Plan to observe the following stipulations:

lot 201 and lot 202,
other than in respect of lot 10, not to erect or permit to be erected on the lot or any part thereof
more than one (1) dwelling.

The Vendor reserves the right to sell any lot on the Plan free and exempt from any one or more of the covenants set forth in relation to any lot shown on the Plan and/or to waive modify alter or extinguish any one or more of the covenants set forth above as to any lot not transferred. The exercise of this right by the Vendor in relation to any lot shall not release the owner of any other lot from any other covenants imposed upon such lot or give the owner of any lot any right of action against the Vendor or any person or persons.

DEFINITIONS:

"Pipeline and Services Easement" means:-

THE FULL RIGHT AND LIBERTY for TasWater at all times to:

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;

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

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

THE BACK OF THIS PAGE MUST NOT BE USED



Council Policy
RATES AND CHARGES POLICY

Approved by: Council
Approved date: [28 June 2017](#) [XXX 2025](#)
Review date: [June 2024](#) [XXX 2025](#)

1. PURPOSE

Part 9 of the *Local Government Act 1993* (the Act) provides Council with the legislative power to raise rates and charges.

Section 86B of the Act provides that each Council must adopt a rates and charges policy consistent with the provisions of the Act.

2. OBJECTIVE

Section 86B of the Act provides that each Council must adopt a rates and charges policy, which must be reviewed by the end of each successive 4-year period after adoption, or alternatively, at the same time as, or before, making a significant change in how it applies rates and charges.

The purpose of the Council's rates and charges policy is to:

- Comply with the requirements of the *Local Government Act 1993*;
- Inform the community; and
- Outline Council's approach to levying and collecting rates from its community.

The Act specifically requires Council's policy to take account of the following matters:

- The rates constitute taxation for the purposes of local government, rather than a fee for service.
- The value of rateable land is an indicator of the capacity of the ratepayer in respect of that land to pay rates.

3. SCOPE

This policy provides clear principles and direction to guide Councils decision making process in making rates and charges. It provides a high level framework, however does not represent the making of specific decisions with respect to property rating. Such decisions will be made annually, or as required, in accordance with relevant legislative requirements.

4. POLICY

In response to the purpose of the policy and legislative requirements under which it is bound, Council determines the following policy details:

1. General Rates

General rates will be levied on all rateable properties, regardless of the extent to which Council services are used by the owners or residents of those properties. This is consistent with the principle of rates being a form of taxation (as determined by S86A(1) of the *Local Government Act 1993*).



Council Policy
RATES AND CHARGES POLICY

Approved by: Council
Approved date: [28 June 2017](#) ~~2017~~ [2025](#)
Review date: [June 2024](#) ~~XXX~~ [2025](#)

Valuation Methodology:

Council has adopted the assessed annual value (AAV) as the basis for levying rates as it considers this method provides the fairest method of distributing the rate burden across all ratepayers as property rental value is a relatively good indicator of capacity to pay (or wealth).

A general revaluation of the Municipality was undertaken by the Valuer-General effective 1st July, ~~2015~~ [2022](#). The next general revaluation is due in ~~2024~~ [2026](#). Assessed annual values for each property are provided as part of this process, and adjustment factors are provided by the Valuer-General bi-annually. The adjustment factors are applied to existing valuations in between the revaluation cycle in an attempt to minimise large fluctuations in valuations that can occur following the completion of a general revaluation.

Supplementary valuation adjustments are provided on an ongoing basis where the status of a property changes, e.g. subdivision, construction of a dwelling.

The general rate will recover the cost of services for which specific users cannot readily be identified, or for which a regime of full cost recovery through user charges has not been established by Council.

A minimum amount will be levied in respect of the general rate in recognition that each rateable property should bear a reasonable portion of the total rate burden.

2. *Fire Service Levy*

The *Fire Service Act 1979* requires Council to collect a fire service contribution payable to the State Government. The contributions will be levied in accordance with notifications provided by the State Fire Commission under relevant legislation.

3. *Household Garbage and Recycling Collection Service*

Council will levy a service charge in respect of household garbage and recycling service. This will be based on an amount per property which reflects the level of service.

4. *Waste Management Charge*

Council will levy a service charge in respect of general waste management which primarily relates to the cost of operating the waste disposal transfer sites.

5. *Variations*

Variations to rates will be applied, in accordance with the Local Government Act 1993, in circumstances where Council determines there is a reasonable basis for charging differentiation to occur.

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Council Policy
RATES AND CHARGES POLICY

Approved by: Council
Approved date: ~~28 June 2017~~ XXX 2025
Review date: ~~June 2021~~ XXX 2025

- **In respect of the Household Garbage and Recycling Collection Service Charge, a variation is made to recognise the level of service provided including bin size and/or frequency of service.**
- In respect of the Waste Management Charge, a variation is made according to whether there are any dwellings constructed on the land, and secondly, the number of dwellings on the rateable land (capable of being occupied).
- In respect of the Fire Service Contribution, a variation is made in accordance with the statutory notice provided to Council by the State Fire Commission.

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Objections

Section 123 of the Local Government Act 1993 provides that a person may object to a rates notice on the ground that:

- a) the land specified in the rates notice is exempt from the payment of those rates; or
- b) the amount of those rates is not correctly calculated having regard to the relevant factors; or
- c) the basis on which those rates are calculated does not apply; or
- d) he or she is not liable for the payment of the rates specified in the rates notice; or
- e) he or she is not liable to pay those rates for the period specified in the rates notice.

An objection must be in writing to the General Manager, and be made within 28 days after receipt of the rates notice. The General Manager may amend the rates notice if considered appropriate or refuse to amend the rates notice.

A person may appeal to the Magistrates Court (Administrative Appeals Division) for a review if the General Manager:

- a) fails to amend the rates notice within 30 days after lodging the objection; or
- b) refuses to amend the rates notice.

If a ratepayer has enquiries related to their property valuation or is dissatisfied with a property valuation then an objection may be made to the Office of the Valuer-General by contacting:-

Office of the Valuer-General
GPO Box 44
Hobart Tas 7001
Phone: 03 6165 4444
E-mail: ovg@nre.tas.gov.au

Field Code Changed

Website:
<https://nre.tas.gov.au/land-tasmania/office-of-the-valuer-general/objecting-to-a-statutory-valuation>

Pensioner Remissions

The *Local Government (Rates and Charges Remissions) Act 1991* provides that eligible pensioners as at 1 July each year are entitled to a State Government rate remission of 30 per cent up to a



Council Policy
RATES AND CHARGES POLICY

Approved by: Council
Approved date: ~~28 June 2017~~ 2025
Review date: ~~June 2024~~ XXX 2025

specified maximum. Eligible pensioners are also entitled to an additional remission of 20 per cent of the fire levy.

An eligible pensioner is a person who holds one of the following cards that has been granted on or before 1 July in the year of application:

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- [Services Australia](#) Pensioner Concession Card ([PCC](#)); or
- [Department of Veterans Affairs](#) Gold Card endorsed with TPI or War Widow/[Widower](#); or
- [Services Australia](#) Health Care Card ([HCC](#)) (*Excludes [Commonwealth Seniors Health Care Card](#)*).

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Note: The cardholder must be legally responsible for the rates and the property must be their principal place of residence as at 1st July.

Remission applications are verified and approved by the State Government each year and for previously verified pensioners, the remission is deducted from the rates account prior to issue. New pensioners or any pensioner who believes they should be eligible for a rate remission are required to [show their card for verification and](#) complete an application form with Council [for verification](#).

Payments

Rates and charges are payable by four equal instalments, the first payable 30 days after the issue of the rates notices, the second at the end of November, the third at the end of January and the fourth by the end of March. The actual payment due date will appear on the rates notice.

Where a ratepayer elects to enter into an arrangement to pay the current rates and charges by monthly, fortnightly, or weekly instalments via one of the electronic payment options (including direct debit), then the instalment amounts will be calculated to settle the debt by the end of the applicable financial year. Penalty and interest will not be applied on any of the current rates and charges at the relevant date, provided that the instalment arrangements are adhered to. In the event of default, penalty and interest is to be calculated on the outstanding amounts.

Payment Methods

[The following payment methods are available:](#)

- [By mail to PO Box 21, Oatlands Tas 7120;](#)
- [In person at Council offices, 71 High Street, Oatlands or 85 Main Street, Kempton;](#)
- [Direct debit;](#)
- [Credit card by phone - 1300 886 451;](#)
- [Australia Post \(at any post office or POSTBillpay phone and internet\)](#)
- [Council website \[www.southernmidlands.tas.gov.au\]\(http://www.southernmidlands.tas.gov.au\)](#)
- [BPay - telephone and internet banking](#)



Council Policy
RATES AND CHARGES POLICY

Approved by: Council
Approved date: ~~28 June 2017~~ 2025
Review date: ~~June 2024~~ XXX 2025

Late Payments

Penalty: ~~PA penalty may be adopted by Council in the annual Rates and Charges Resolution of 5%. The penalty~~ applies to any rate or charge that is not paid on or before the date it falls due.

Interest: In addition to the penalty, interest under section 128 of the *Local Government Act 1993* will be charged at the adopted rate per annum.

Discount

A discount rate ~~may be~~ adopted each year, ~~applying and is applied~~ to all rates and charges paid in full within 30 days after the date of issue. This discount is not applicable to rates and charges which are paid in instalments. The rationale for the discount is that the benefits to Council (being the earlier access to the funds and reduced processing costs of subsequent instalments) is greater than the cost of the discount.

Payment Methods

~~The following payment methods are available:~~

- ~~• By mail to PO Box 21, Oatlands Tas 7120~~
- ~~• In person at Council offices, 71 High Street, Oatlands or 85 Main Street, Kempton~~
- ~~• Direct debit~~
- ~~• By phone 1300 886 454~~
- ~~• Australia Post (at any post office or POSTBillpay phone and internet)~~
- ~~• Councils website www.southernmidlands.tas.gov.au~~
- ~~• BPay telephone and internet banking~~

Postponement of Payment

~~A ratepayer may apply to the Council for a postponement of payment of rates on the grounds of financial hardship. Applications are to be in writing and lodged with the general manager.~~

~~Council may grant a postponement of payment of rates:~~

- ~~a) on the condition that the ratepayer pay interest on the amount of rates postponed at a rate fixed by the council; and~~
- ~~b) on any other condition the council determines.~~

~~Council does have the right to revoke a postponement arrangement by giving sixty (60) days' notice.~~

Remission of Rates

~~A ratepayer may apply to the Council for remission of all or part of any rates payable, including any penalty and interest imposed. Applications are to be in writing and lodged with the general manager. Council may grant a remission, noting that any decision requires an absolute majority.~~

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Council Policy
RATES AND CHARGES POLICY

Approved by: Council
Approved date: 28 June 2017 XXX 2025
Review date: June 2024 XXX 2025

Recovery of Rates

Council will issue a final notice if any instalments remain outstanding. A ratepayer who is having difficulty in paying rates should contact council at the earliest opportunity to arrange a payment schedule. This is essential to avoid council taking legal action to recover the outstanding rates.

If a ratepayer does not pay the rates on his or her property, a council may commence legal action against the ratepayer to recover the outstanding amount. If council takes such legal action the ratepayer may also be liable for the councils legal costs associated with the action.

Postponement of Payment

~~A ratepayer may apply to the Council for a postponement of payment of rates on the grounds of financial hardship. Applications are to be in writing and lodged with the general manager. Council will then determine the application and determine appropriate conditions of postponement.~~

~~Council does have the right to revoke a postponement arrangement by giving sixty (60) days' notice.~~

Remission of Rates

~~A ratepayer may apply to the Council for remission of all or part of any rates payable, including any penalty and interest imposed. Applications are to be in writing and lodged with the general manager. Council may grant a remission, noting that any decision requires an absolute majority.~~

Sale of Land for Non-Payment of Rates

Section 137 of the Act provides that a Council may sell any property where the rates have been in arrears for three (3) years or more. Council is required to notify the owner of the land of its intention to sell the land, provide the owner with details of **the period for which rates have been in arrears**, the outstanding amounts, and advise the owner of its intention to sell the land if payment of the outstanding amount is not received within **one month 90 days**.

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Objections

~~Section 123 of the Local Government Act 1993 provides that a person may object to a rates notice on the ground that:-~~

- ~~a) the land specified in the rates notice is exempt from the payment of those rates; or~~
- ~~b) the amount of those rates is not correctly calculated having regard to the relevant factors; or~~
- ~~c) the basis on which those rates are calculated does not apply; or~~
- ~~d) he or she is not liable for the payment of the rates specified in the rates notice; or~~
- ~~e) he or she is not liable to pay those rates for the period specified in the rates notice.~~



Council Policy
RATES AND CHARGES POLICY

Approved by: Council
Approved date: ~~28 June 2017~~ 2025
Review date: ~~June 2021~~ XXX 2025

~~An objection must be in writing to the General Manager, and be made within 28 days after receipt of the rates notice. The General Manager may amend the rates notice if considered appropriate or refuse to amend the rates notice.~~

~~A person may appeal to the Magistrates Court (Administrative Appeals Division) for a review if the General Manager;~~

- ~~a) fails to amend the rates notice within 30 days after lodging the objection; or~~
- ~~b) refuses to amend the rates notice.~~

~~If a ratepayer has enquiries related to their property valuation or is dissatisfied with a property valuation then an objection may be made to the Office of the Valuer General by contacting:-~~

~~Office of the Valuer General
GPO Box 44
Hobart Tas 7001
Phone: 03 6165 4444
E mail: ovg.enquiries@dpipwe.tas.gov.au~~

Disclaimer

A rate cannot be challenged on the basis of non-compliance with this policy and must be paid in accordance with the required payment provisions. If a ratepayer believes that the Council has failed to properly apply this policy they should advise the General Manager.

Availability of Policy

This policy is available from the Council offices during ordinary working hours or is available to download from Council's website www.southernmidlands.tas.gov.au

5. DOCUMENT ADMINISTRATION / REVIEW

This policy is a managed document and is to be reviewed every four years or when Council makes a significant change in how it applies rates and charges, whichever is the earlier.

This policy is Version 1.4-2 effective ~~28th June 2017~~ XXX 2025. The document is maintained by the Manager, Corporate Services, for the Southern Midlands Council.

THE CROWN IN RIGHT OF TASMANIA
(Represented by the Department of State Growth)



Grant agreement

This grant agreement comprises the following parts:

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

OCS NS PRECEDENTS
Grant Docs-Grant agreement (basic grant) template-3-2014
(December 2014)

Part A: Grant agreement overview

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

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

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

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

Part B: Information Table

Item 1: Grant program or reference	
Active Tas - 2024-25 Specific Purpose Funding SPF24-25-09	
Item 2: Recipient's details	
Name:	SOUTHERN MIDLANDS COUNCIL
ACN/ABN:	68 653 459 589
Address:	71 High St Oatlands TAS 7120 Australia
Telephone:	(03) 6254 5000
Email:	abenson@southernmidlands.tas.gov.au
Attention:	Andrew Benson
Item 3: Grant amount	
\$80,000.00 (Eighty thousand), GST exclusive, payable in accordance with Item 5.	
Item 4: Approved Purpose for which the Grant is provided	
To support the Recipient to deliver sporting infrastructure upgrades including a half-court basketball court at the Kempton Recreation Ground.	
Item 5: Grant payment method	

The Grant is payable in one instalment of \$80,000.00.

Payment of the Grant is subject to the Recipient satisfying the following:

- a) return of this Agreement signed by the Recipient within ten (10) Business Days;
- b) upon execution of this Agreement by all parties; and
- c) provision of a valid invoice

Item 6: Reporting requirements related to use and expenditure of the Grant

The Recipient must provide to the Grantor:

- a) Final Report and Financial Acquittal 1 due no later than 31 December 2026

The Grantor will provide the report template to the Recipient.

All information, submissions and reports must be in a form and of a substance satisfactory to the Grantor.

The Recipient is responsible for all reporting costs.

Item 7: Grantor's address details

Address:	4 Salamanca Place Hobart Tasmania 7000
Telephone:	1800 252 476
Email:	grants@active.tas.gov.au
Attention:	Active Tasmania Grants

Item 8: Special terms and conditions

The following special terms and conditions apply:

The Recipient:

- Must complete the Approved Purpose by 30 June 2026 or such later date, if any, approved in writing by the Grantor.
- Must acknowledge the Tasmanian Government in all marketing and published documents including website and other documents. To ensure that the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Department of State Growth, Active Tasmania prior to publication and or promotion. Please contact Active Tasmania on 1800 252 476 or grants@active.tas.gov.au to obtain approval and Government logos.

Part C: Glossary of terms

In this agreement, unless the context otherwise requires:

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

Grantor means the Crown in Right of Tasmania.

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

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

Information Table means the table in Part B.

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

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

Part D: Terms and conditions of grant

1 Interpretation

In this agreement, unless the context otherwise requires:

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

Headings do not affect the interpretation of this agreement.

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

2 Agreement to provide Grant

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

The Recipient acknowledges and agrees that:

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

3 Payment of Grant

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

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

4 Application of Grant and related matters

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

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

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

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

5 Financial records

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

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

6 Review, monitoring or audit of Relevant Matters

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

7 Reporting

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

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

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

8 Publicity concerning Grant and Approved Purpose

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

9 Repayment obligations

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

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not the Approved Purpose;

- (c) the Grant – if the Recipient does not promptly complete the carrying out of the Approved Purpose in accordance with this agreement; and
- (d) the Grant – if any information given, or statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is shown to be untrue, incorrect or misleading in any way.

10 No reliance by the Recipient

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

11 Responsible person

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

12 Confidentiality in relation to this agreement

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

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

13 Notices

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

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

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

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

14 Governing law

This agreement is governed by the law of Tasmania.

15 GST

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

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

16 Special conditions

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

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

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

17 Miscellaneous

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

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

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

Nothing in this agreement:

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

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

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

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

Part E: Signing

Execution by the Grantor

Executed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:

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

*Print name and position:

* Use BLOCK LETTERS

Witness' signature:

*Witness print name and position:

*Witness print address:

Date:

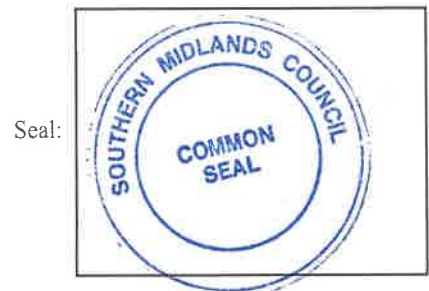
To be inserted at time of execution by the Grantor

Signing by the Recipient

The common seal of **SOUTHERN MIDLANDS COUNCIL** has been hereunto affixed this **23** day of **December 2024** pursuant to a resolution of Council delegating authority to the General Manager to affix the Corporation's Seal:

General Manager's signature:

Print Name*



*Use BLOCK LETTERS



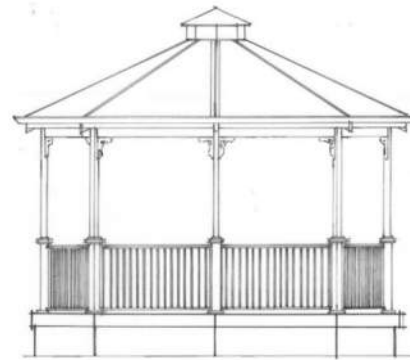
Donald Fish
Councillor, Southern Midlands Council



Donna Blackwell
Councillor, Southern Midlands Council



Kempton Recreation Ground Master Plan



Sketched & Compiled

by

Andrew Benson

Updated January 2025



Recreation Ground

*Element
'A' Area*

Recreation Ground

*Element
'B' Area*

*Element
'C' Area*

*Element
'D' Area*



Existing Play Space
700m² plus 700m² (1400m² total)

Canteen

*Some elements of play
space equipment to be
reviewed*

Recreation Ground

**Heritage Grandstand &
Change Rooms Under**

*Proposed Cricket
Practice Wicket*

Recreation Ground

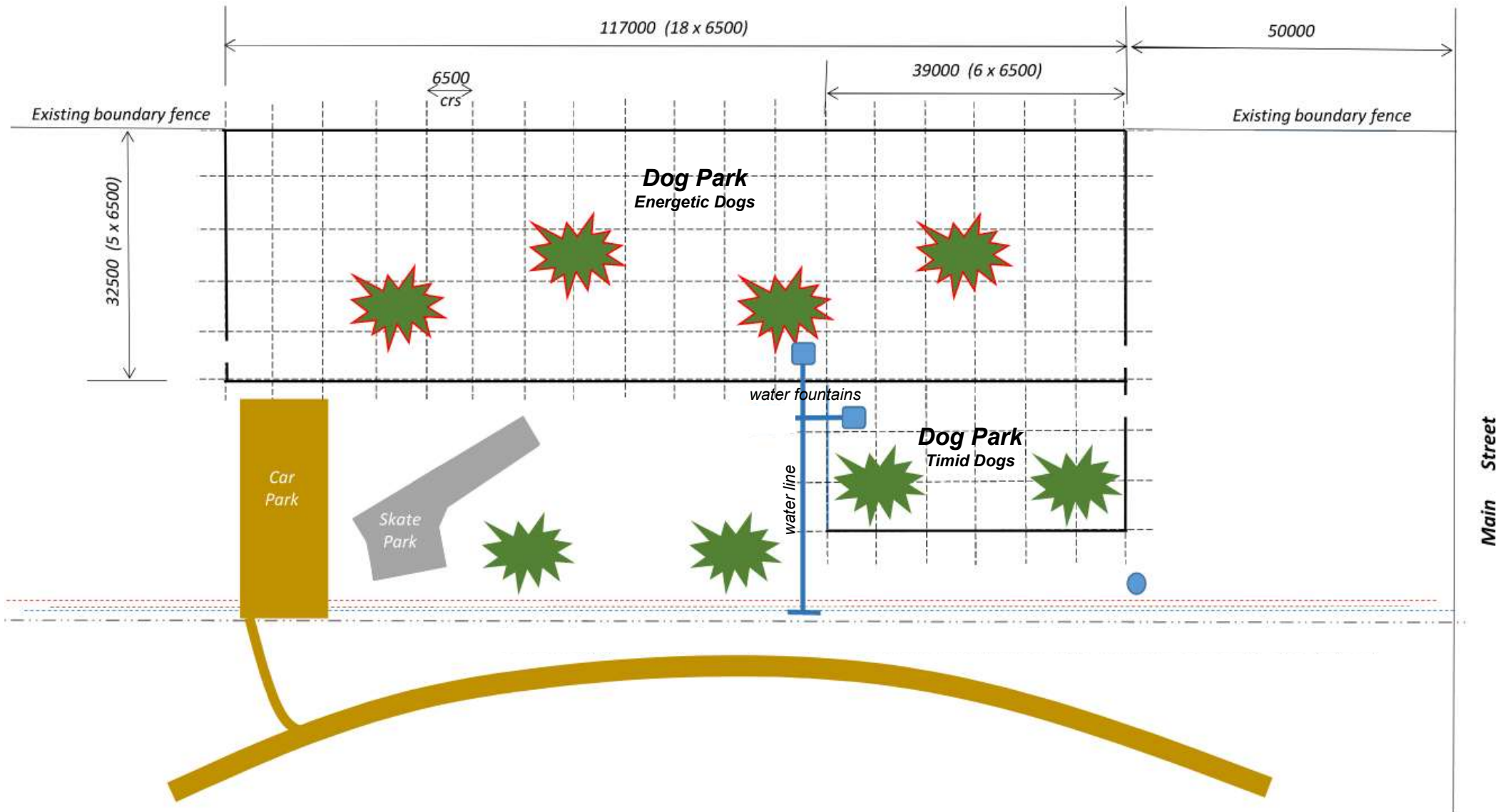
*Rough
Grassed
General
Purpose Area*

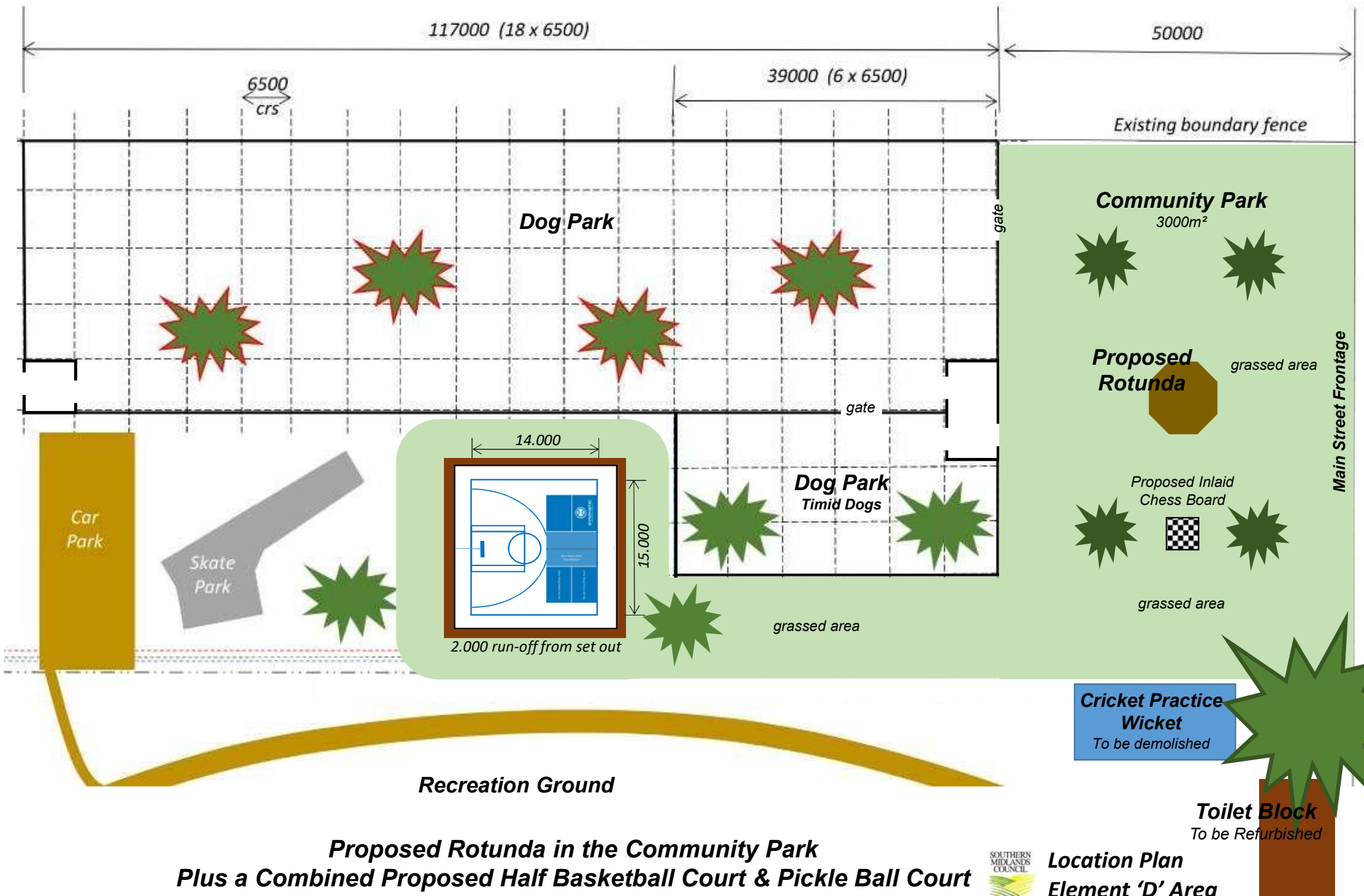
*Carriage
House*

*Cricket Practice
Wicket
To be demolished*

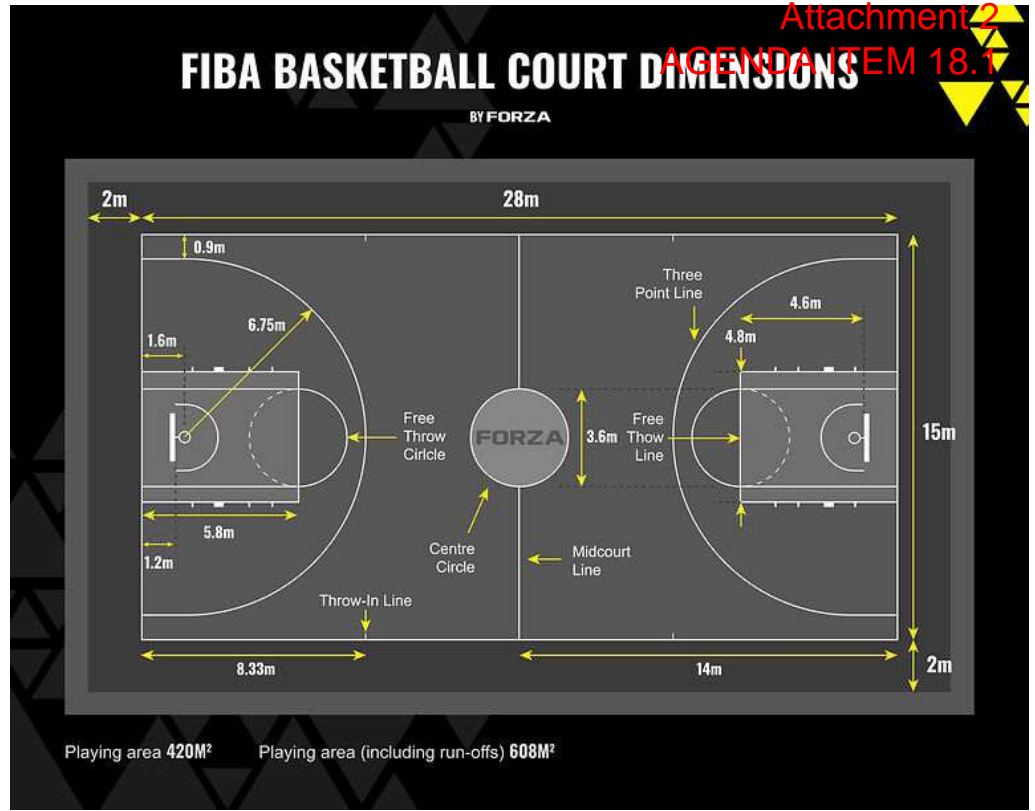


**Location Plan
Element 'B' Area**





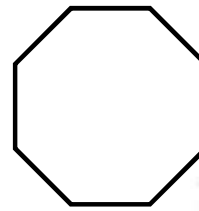
Court Dimensions



Pickle Ball

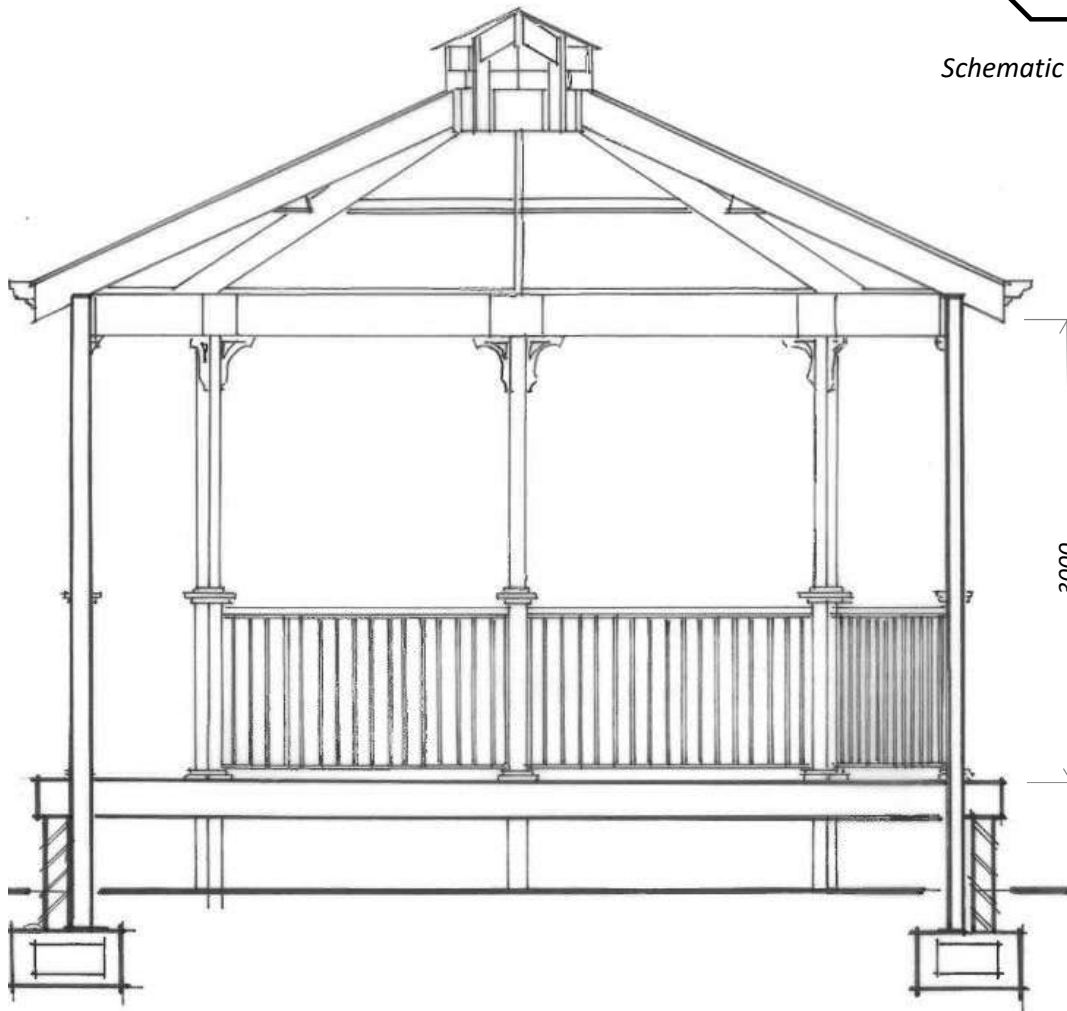


Basket Ball

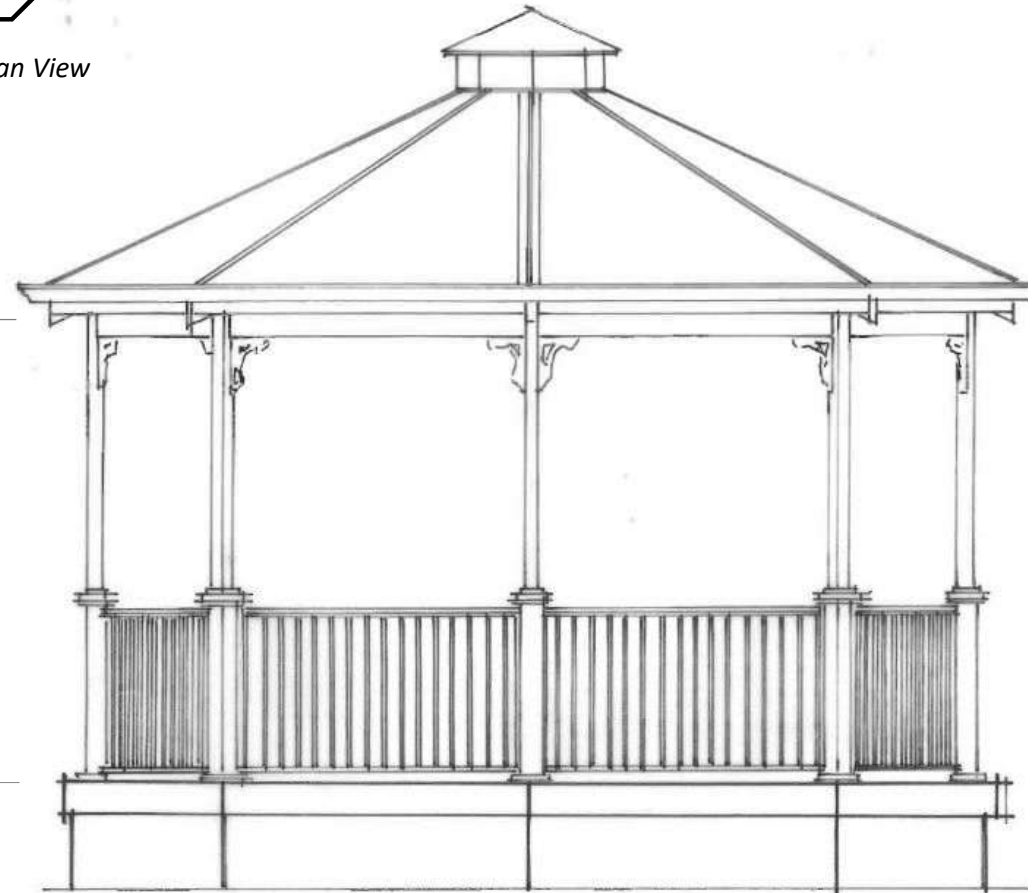


3000 side
lengths to the
octagonal rotunda

Schematic Plan View



Section A - A



Main Street Elevation

3000

**Proposed Rotunda in the Community Park
at the Kempton Recreation Ground**

Scale: 1:50 @ A3

Drawn: AB

Date: October 2023



**Detail Drawing
Element 'D' Area**



Grant deed

The Crown in Right of Tasmania
(Represented by the Department of State Growth)
(Grantor)

and

Southern Midlands Council
(Recipient)

OCS NS PRECEDENTS
Grant Docs-Grant deed (short form) template-3-2014
(December 2014)

REFERENCE AND CONTACT DETAILS

Department: Department of State Growth
Contact officer: Dustin Moore
Telephone: (03) 6165 5064
Email: dustin.moore@stategrowth.tas.gov.au
CM reference: 116788/4

Doc Ref: Southern Midlands Council, \$150,000, January 2025

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Grant deed

Details and recitals

Parties:

Name	The Crown in Right of Tasmania (Represented by the Department of State Growth)
Short form name	Grantor
Notice details	Network Planning 2 Salamanca Square, Hobart, TAS, 7000 Telephone: (03) 6165 5064 Email: dustin.moore@stategrowth.tas.gov.au Attention: Dustin Moore – Urban Mobility Planner

Name	Southern Midlands Council
ACN/ARBN/ABN	68 653 459 589
Short form name	Recipient
Notice details	71 High Street, Oatlands, Tasmania 7120 Telephone: (03) 6254 5000 Email: abenson@southernmidlands.tas.gov.au Attention: Andrew Benson, Deputy General Manager

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To assist the Recipient in upgrading the shared path between Bagdad Community Club and Bagdad Primary School.	
Item 2 (clause 2.1):	Grant Amount
\$150,000 (one hundred and fifty thousand dollars), GST exclusive, payable by instalments in accordance with Item 3.	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant is payable in one instalment, as follows: Instalment 1: \$150,000. Payment of each Grant instalment is subject to the Recipient satisfying all applicable Conditions precedent set out in Item 4.	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
With respect to: Instalment 1: (a) upon execution of this Deed; and (b) the submission of a Project Plan for the shared path between Bagdad Community Club and Bagdad Primary School. Once each Condition precedent has been met to the satisfaction of the Grantor, payment of the related instalment will be made on receipt of a valid invoice from the Recipient.	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date of this Deed.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
2 March 2026	
Item 7 (clause 7.2):	Reporting requirements
In addition to the reporting requirements outlined in Item 4, the Recipient must provide to the Grantor: (a) a Progress Report at least once every six-months from the date of the execution of this Deed; and (b) a Final Report and Financial Acquittal by 2 March 2026. The Recipient agrees to provide any additional information or reports as reasonable requested by the Grantor. All information and reports requested by the Grantor of the Recipient must be provided within twenty (20) Business Days of the Grantor's written request. All information, submissions and reports must be in a form and of a substance satisfactory to the Grantor.	

The Recipient is responsible for all reporting costs.

Item 8 (clause 10): Special terms and conditions

The Recipient agrees:

- a) to be responsible for the delivery of a design for the pathway as per the Approved Purpose, taking into account any law that may influence a design including, but not limited to, those contained in the *Strategic Infrastructure Corridors (Strategic and Recreational Use) Act 2016*, *Local Government (Highways) Act 1982*, *Roads and Jetties Act 1935* (all Tasmania);
- b) that, in the event that the Recipient desires a Significant Change to the Approved Purpose, then it must first make a written application to the Grantor. The Recipient must obtain the written approval of the Grantor before undertaking the Significant Change to the Approved Purpose;
- c) to notify the Grantor of any changes to the scope of the Approved Purpose, apply for timeline adjustments, submit milestone and final reports (if requested by the Grantor), and submit of interim and final invoices in accordance with Clause 12;
- d) to obtain, at its own cost, any and all necessary approvals from any relevant Government Body required to undertake the Approved Purpose including those relating to environmental, cultural, flora, fauna and heritage matters;
- e) to ensure that the design and any subsequent installation (subject to funding) of the pathway as per the Approved Purpose is in accordance with any applicable Australian Standards and/or Austroads Guides;
- f) to ensure all relevant insurances are obtained in relation to the Approved Purpose to the satisfaction of the Grantor;
- g) that any interest received and/or accrued on the Grant Amount is to be used for the Approved Purpose;
- h) to participate in any funding evaluation that may be undertaken by the Grantor;
- i) to give the Grantor or an Authorised Officer of the Grantor, reasonable access to any premises for the purpose of carrying out a site visit to monitor the Recipient's compliance with this Deed;
- j) without limiting anything in Clause 5, to recognise the Grantor's assistance if and when promoting the Approved Purpose, including but not limited to information placed on the Recipient's website and social media accounts, media releases, media launches and in media interviews. In such instances the phrase "*the construction of the Bagdad shared path project is supported by the Tasmanian Government through the Department of State Growth*" must be adopted;
- k) without limiting anything in Clause 5, agrees that the Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter; and
- l) to allow photos taken and information gathered for the purpose of auditing and completing the Approved Purpose, to be used by the Grantor in both internal and publicly available databases and other publications.

GLOSSARY

Australian Standards means a standard published by Standards Australia Limited.

Austrroads Guides means a guide published by Austrroads.

Austrroads means the peak organisation representing Australian and New Zealand road authorities.

Final Report means a written report that demonstrates that the Approved Purpose has been completed, underpinned by evidence.

Financial Acquittal means a report that includes:

- a. a statement that all funding received was expended on the Approved Purpose in accordance with this Deed; and
- b. details of expenditure in respect of the Grant.

Government Body means any body politic, any government (federal, state, or local), or any governmental, administrative or judicial body, department, authority, commission, tribunal, delegate, instrumentality or agency.

Project Plan means a plan, in respect of the Approved Purpose, that includes:

- (a) objectives;
- (b) activities; and
- (c) income and expenditure forecast.

Progress Report means a brief report that details the Recipients progress in delivering the Approved Purpose.

Significant Change means a material change to any of the scope, program or cost of the Approved Purpose from that approved by the Grantor; including the use of different infrastructure treatments from those detailed in the Application.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and

- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;

- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

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

1.4 No rule of construction applies to disadvantage party

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

1.5 Information Table

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

2 Grant

2.1 Agreement to provide Grant

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

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

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

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

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

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

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

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

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

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

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

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.

- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

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

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

- (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

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

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

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

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed.

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

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

*Print name and position:

* Use BLOCK LETTERS

Witness' signature:
→

*Witness print name and position:
PUBLIC SERVANT

*Witness print address:

Date:
→

To be inserted at time of execution by the Grantor

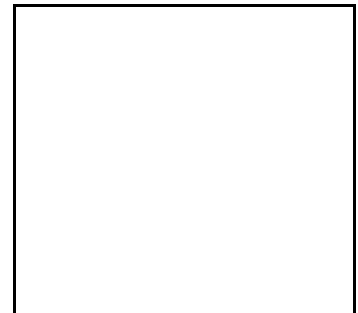
Signing by the Recipient

The common seal of **Southern Midlands Council** has been hereunto affixed this _____ day of _____ pursuant to a resolution of Council delegating authority to the General Manager to affix the Corporation's Seal:

General Manager's signature:
→

Print Name*

Seal:
→



*Use BLOCK LETTERS



Bagdad Shareway
from
Bagdad School to Bagdad Community Club

Sketches by
Andrew Benson
December 2024

SOUTHERN
MIDLANDS
COUNCIL



***Bagdad Shareway
from
Bagdad Community Club
to
Bagdad School***

Construct 'landing platform' around grate pit



SOUTHERN
MIDLANDS
COUNCIL



***Bagdad Shareway
from
Bagdad Community Club
to
Bagdad School***



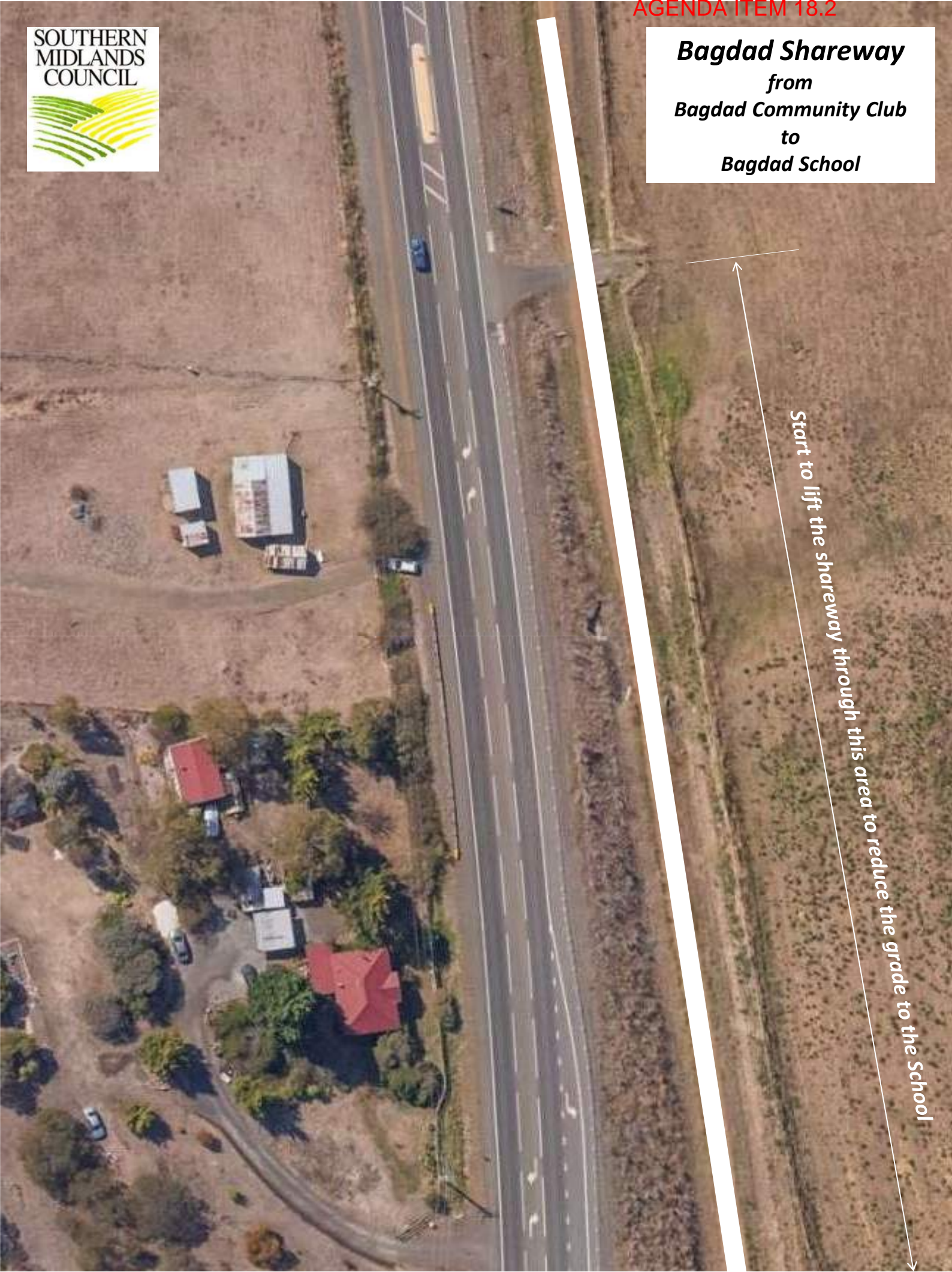


***Bagdad Shareway
from
Bagdad Community Club
to
Bagdad School***





***Bagdad Shareway
from
Bagdad Community Club
to
Bagdad School***



Start to lift the shareway through this area to reduce the grade to the School

**Bagdad Shareway
from
Bagdad Community Club
to
Bagdad School**

Lift the shareway through this area to reduce the grade to the School





Grant deed

Grant program: Isolated Communities Resilience Grants - Stream 2

ICRG-2425-008-S2

The Crown in Right of Tasmania
(represented by the Department of Premier and Cabinet)
(Grantor)

and

Southern Midlands Council
(Recipient)

OCS APPROVED TEMPLATE
Grant Docs-Grant deed (long form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Department of Premier and Cabinet
Address: 15 Murray Street, Hobart TAS 7000
Contact officer: *Community Grants*
Telephone: 1800 204 224
Email: grants@dpac.tas.gov.au
CM Ref: GC4218

Grant Deed - Southern Midlands Council - To support the operation of evacuation and recovery centres
Document ref: DPAC - Grant Deed (Long Form) Template - V.300424

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Grant deed

Details and recitals

Date:

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of Premier and Cabinet)
Short form name	Grantor
Notice details	C/- Department of Premier and Cabinet Community Grants 15 Murray Street, Hobart TAS 7000 Phone: 1800 204 224 Email: grants@dpac.tas.gov.au

Name	Southern Midlands Council
ACN/ARBN/ABN	68653459589
Short form name	Recipient
Notice details	71 High St, Oatlands TAS 7120 Phone: 0417 501 303 Email: tkirkwood@southernmidlands.tas.gov.au Attention: Mr Tim Kirkwood, General Manager

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
-----------------------------	---

To provide funding to purchase specific resources and equipment (as listed in Appendix 1) to support the operation of evacuation and recovery centres for community members impacted by emergencies.
--

Item 2 (clause 2.1):	Grant Amount
-----------------------------	---------------------

The maximum payable amount of the Grant is \$9,384.00 (excluding GST).

Item 3 (clause 3.1):	Payment method for the Grant
-----------------------------	-------------------------------------

The Grant is payable as follows:

Grant Amount	\$9,384.00
Date Payable	Not payable before 01/07/2024
Financial Year:	Financial Year 2024-25

Grant payments will be paid by electronic funds transfer to the following bank account held by the Recipient:

Account name: SOUTHERN MIDLANDS COUNCIL
 BSB: 067-004
 Account number: 10021055

Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
--------------------------------	---

The payment of the Grant by the Grantor to the Recipient is subject to the condition precedent that any outstanding reporting requirements, relating to previous funding arrangements with the Department of Premier and Cabinet, must be satisfied.

In addition, with respect to:

Conditions Precedent to payment
--

Execution of the grant deed.

Once each Condition precedent has been met to the satisfaction of the Grantor, payment of the related Instalment will be made upon receipt of a correctly rendered tax invoice from the Recipient.

Item 5 (clause 3.3):	Grant Account
-----------------------------	----------------------

Not applicable.

Item 6 (clause 4.1(d)):	Agreed Plan for carrying out the Approved Purpose
--------------------------------	--

Not applicable.

Item 7 (clause 4.1(e)): Agreed Budget for carrying out the Approved Purpose

Not applicable.

Item 8 (clause 4.4): Date for commencement of the Approved Purpose

The date for commencement of the Approved Purpose is the date of execution of this Deed.

Item 9 (clause 4.5): Date for completion of the Approved Purpose

The date for completion of the Approved Purpose is 31 October 2025.

Item 10 (clause 4.9(a)): Outcomes

Not applicable.

Item 11 (clause 7.2): Reporting requirements

The Recipient must provide to the Grantor:

Report Name	Final Report
Due Date	30/11/2025
Reporting Period	For the period between signing of the grant deed and 31/10/2025
Reporting Requirements	a signed financial acquittal with documented financial evidence, to show expenditure of the funds for the Approved Purpose; and against the Agreed Budget.

All other reports and documents that the Grantor requires under Item 11 (clause 7.2) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.

The form and substance of each report or document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.

Item 12 (clause 9): Insurance

Clause 9 is applicable. The amount of insurance required for the purposes of clause 9.2(a) is \$10,000,000.00.

Item 13 (clause 12): Special terms and conditions

Definitions:

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

Defined Event occurs if, without the prior written consent of the Grantor:

- (a) Any Funded Equipment is disposed of by the Recipient during the Specified Period; or

Item 13 (clause 12): Special terms and conditions

- (b) Any Funded Equipment ceases to be used by the Recipient for the Approved Purpose during the Specified Period, including because of the Recipient being dissolved or become insolvent.

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

Specified Amount means:

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

Specified Period means, in relation to any Funded Equipment, the period of two (2) years commencing on the date that any part of the Grant was applied to fund an item of Funded Equipment aligned to the Approved Purpose.

Special Condition 1 – Relevant qualifications, licences, permits, approvals or skills

The Recipient agrees to ensure that personnel performing work in relation to the Approved Purpose:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained all necessary and appropriate qualifications, licences, permits, approvals and skills necessary to perform the tasks indicated in a manner lawfully and consistent with good industry practice before performing any part of the Approved Purpose; and
- (c) continue to maintain all qualifications, licences, permits, approvals and skills referred to in this Special Condition 1 for the duration of their involvement in the Approved Purpose.

Special Condition 2 – Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more other sources, all remaining funds required for the completion of the Approved Purpose.

Special Condition 3 – Adverse effects or material delays impacting performance

The Recipient agrees, as per Clause 4.12(a), to notify the Grantor in writing of the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under this Deed

Special Condition 4 – Recipient's continuing obligation with regard to the Funded Equipment

- (a) In respect to the Funded Equipment purchased by the Recipient and as described in the Approved Purpose, the Recipient must for a period of at least the Specified Period:
- (i). keep the Funded Equipment in good repair;

Item 13 (clause 12): Special terms and conditions

- (ii). not sell (or trade) the Funded Equipment (except with the prior written consent of the grantor);
 - (iii). keep the Funded Equipment insured (if required) for its full replacement value;
 - (iv). replace or repair the Funded Equipment (using the insurance proceeds) if the Funded Equipment is damaged or destroyed;
 - (v). comply with all applicable laws relating to or affecting the use of the Funded Equipment, this includes, but is not limited to;
 - I. obtaining required licences or accreditations if offering the Funded Equipment for hire.
 - (vi). not use or allow the Funded Equipment to be used for commercial purposes outside of any activity that has been defined in the Approved Purpose; and
 - (vii). use the Funded Equipment for the Approved Purpose.
- (b) In addition to the requirements outlined under a Default Event, the Recipient must repay to the Grantor on demand the Specific Amount of the Grant if a Defined Event occurs.

Special Condition 5 – LGAT Protocol

The Council must have signed the Local Government Association Tasmania (LGAT)'s **Protocol for Inter-Council Emergency Management Resource Sharing** no later than the end period of this Deed.

Special Condition 6 – Storing and Maintenance

- (a) The Council agrees to be responsible for all costs associated with maintaining, installing and replacing the resources and equipment.
- (b) The Council agrees to maintain the funded assets for their intended primary use to support communities impacted by disaster.
- (c) The Council agrees to store the funded equipment in a suitable location that is on Council or Crown Land or at a suitable secure location approved by the Grantor.

Special Condition 7 – DPAC Recovery Resources Asset Register

The Council agrees to list funded assets on the Department of Premier and Cabinet (DPAC)'s **Recovery Resources Assets Register** and keep the register up to date.

Special Condition 8 – Insurance

In addition to clause 9 specified in Item 12, the insurance requirement continues until the end of the Specified Period.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 11.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grant Account has the meaning in clause 3.3.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Personnel means any person who is an officer, employee, agent, or professional advisor of the Recipient.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

Security Interest means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

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

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

1.3 Headings

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

1.4 No rule of construction applies to disadvantage party

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

1.5 Information Table

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

2 Grant

2.1 Agreement to provide Grant

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

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

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

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Payment of Grant instalments linked to performance):** If:
 - (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
 - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 13.

3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
 - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
 - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (**Agreed Budget**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

4.6 Compliance with Law

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

4.7 Carrying out activity

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

4.8 Contractors

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

4.9 Outcomes

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
 - (i) ensure that it achieves all of the Outcomes;

- (ii) provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.10 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.10 survives the termination of this Deed.

4.11 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.12 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

5.1 Acknowledgement

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

5.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

5.3 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, **Specified Event** means:
 - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
 - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

6 Repayment of Grant by Recipient

6.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

6.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

6.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

6.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

6.5 Interpretation

Nothing in this clause 6 limits the generality of any thing else in this clause.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 11.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 11, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

8 Indemnities

8.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

8.2 Continuing obligation

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

9 Insurance

9.1 Application

This clause 9 applies if Item 12 states that this clause applies.

9.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) loss or damage to the property of any person,for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that

the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

10 Representations and warranties

10.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;

- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
 - (i) any applicable Law or any order or ruling of a Government Body;
 - (ii) any agreement binding on the Recipient;
 - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
 - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
 - (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (g) **(information)**: all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
 - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;

- (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
- (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:
 - (A) are current and have not been amended, altered or revoked in any way; and
 - (B) contain all of the terms of the trust; and
- (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

10.3 No reliance by the Recipient

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

11 Default Events, termination, scope reduction and suspension

11.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach)**: If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.

- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
- (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
 - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

11.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 15.3 (or any later date specified in the notice).

11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
- (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and

- (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.
- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

11.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - (ii) subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

11.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):

- (i) operates on and from the date of the Suspension Notice; and
- (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:
 - (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

13 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 13 as if it were an actual payment made pursuant to this Deed.

- (g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

14 Dispute resolution

14.1 Application

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

14.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

14.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:
- (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations;
and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 14.3(a):
- (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

14.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

14.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

14.6 Injunctive and other discretionary relief

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

15 Notices

15.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

15.2 Method and address for delivery

- (a) Subject to clause 15.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

15.3 Time of receipt

- (a) Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

- (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

15.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

16 Miscellaneous

16.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

16.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

16.3 Entire agreements clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 16.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

16.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

16.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

16.6 Compliance with obligations

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

- (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

16.7 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

16.8 Counterparts

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

16.9 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

16.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

16.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

16.12 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

16.13 Amendment

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

16.14 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

16.15 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

16.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

16.17 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

16.18 No assignment

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

16.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

16.20 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

16.21 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.

- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

16.22 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

16.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

16.24 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

16.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).

- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 16.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

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

*Print name and position:

Witness signature:
→

*Witness print name and position:

*Use BLOCK LETTERS

*Witness print address:

Execution by the Recipient

The common seal of the Recipient was hereunto affixed in the presence of:

Common seal:
→

Signature:
→

Signature:
→

*Print name and office held:

*Print name and office held:

*Use BLOCK LETTERS

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

Appendix 1

Eligible Items	Indicative cost	Quantity	Total
Storage and shelter			
Stretcher bed - large	\$200.00	8	\$ 1,600
Stretcher bed - basic	\$100.00	6	\$ 600
Pillows	\$15.00	11	\$ 165
Baby portable cots	\$150.00	2	\$ 300
Baby blanket	\$25.00	2	\$ 50
Sleeping bags - basic	\$50.00	22	\$ 1,100
Disposable pillow cases	\$110.00	1	\$ 110
Partitions / room dividers	\$70.00	6	\$ 420
First aid kits	\$300.00	2	\$ 600
Flash lights	\$37.00	10	\$ 370
Batteries for flashlights and other equipment	\$85.00	1	\$ 85
Heavy duty cable protector	\$60.00	4	\$ 240
Air Purifiers	\$350.00	1	\$ 350
Charging cord for multiple mobile devices	\$20.00	4	\$ 80
Power board	\$75.00	2	\$ 150
Portable mobile device power bank	\$120.00	4	\$ 480
Solar and hand crank torch/radio/usb	\$50.00	2	\$ 100
Evacuation Centre Vinyl outside banner	\$300.00	1	\$ 300
Animal Pet Crates for all sizes	\$335.00	4	\$ 1,340
Dog collars - all sizes	\$30.00	4	\$ 120
Dog leads - long	\$31.00	4	\$ 124
muzzles	\$25.00	2	\$ 50
Blankets/covering for pet crates	\$80.00	4	\$ 320
Entertainment packs- for kids	\$125.00	1	\$ 125
Entertainment packs - for teens	\$125.00	1	\$ 125
Headphones Bluetooth	\$20.00	4	\$ 80

Funding is provided to purchase the specified quantity of each item listed above.

Councils have some discretion in how any excess funds are utilised (if items are procured at a lower cost than listed); however:

- They must purchase no less than the approved quantity for each specified item.
- Any remaining funds must be used to purchase additional items of the same type.