



ATTACHMENTS

ORDINARY COUNCIL MEETING

Tunbridge Hall
99 Main Road, Tunbridge
Tuesday 25th February 2025
10.00 a.m.

Item 5.1	Draft Council Meeting Minutes (Open) – 22 nd January 2025
Item 5.2.1	Woodsdale Community Memorial Hall Minutes – 12 th January 2025 Lake Dulverton & Callington Park Management Committee Minutes – 11 th February 2025
Item 5.3.1	STCA Minutes – 16 th December 2024 TasWaste South Local Government Forum Minutes - 7 th November 2024
Item 12.1.1	DA24/111 Development Application Documents
Item 12.4.1	STRLUS Urban Growth Boundary Update
Item 13.10.1	High Street Oatlands Traffic Counter Report
Item 15.6.2	Off-Lead Dog Park – Slide Presentation
Item 18.1	Grant Deed – DSG Active Tasmania
Item 18.2	Grant Deed – Department of Premier and Cabinet

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ORDINARY COUNCIL MEETING

Wednesday, 22nd January 2025
10.00 a.m.

Tunnack Hall
2147 Tunnack Main Road, Tunnack

DRAFT

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OPEN COUNCIL MINUTES

**MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD
ON WEDNESDAY 22ND JANUARY 2025 AT THE TUNNACK HALL,
2147 TUNNACK MAIN ROAD TUNNACK, COMMENCING AT 10.00 A.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 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

Mr A Benson (Deputy General Manager)

5. MINUTES

5.1 Ordinary Council Meeting

DECISION

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

THAT the Minutes (Open Council Minutes) of the Council Meeting held 11th December 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 Annual General Meeting

DECISION

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

THAT the Minutes of the Annual General Meeting held 11th December 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	✓	

5.3 Special Committees of Council Minutes

5.3.1 Special Committees of Council - Receipt of Minutes

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

- Woodsdale Community Memorial Hall General Committee Meeting – 1st December 2024
- Oatlands Community Shed Management Committee Minutes – 20th November 2024

RECOMMENDATION

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

DECISION

Moved by Clr D Fish, seconded by Clr B Campbell

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	✓	

5.3.2 Special Committees of Council - Endorsement of Recommendations

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

- Woodsdale Community Memorial Hall General Committee Meeting – 1st December 2024
- Oatlands Community Shed Management Committee Minutes – 20th 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	✓	

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

5.4.1 Joint Authorities - Receipt of Minutes

Nil.

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

Nil.

6. NOTIFICATION OF COUNCIL WORKSHOPS

DECISION

Moved by Cllr B Campbell, seconded by Cllr D Blackwell

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

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 – Local Government Reform – made reference to the future Council reform process highlighted by the Minister for Local Government and questioned what information was available?

General Manager advised that the Local Government Reform issue would be the main topic for discussion at the Council Workshop scheduled for Monday 10th February 2025. Detail to be provided at the workshop. This would include a review and consideration of the Councillor Expenses Policy, the need for which has been highlighted due to the recent Northern Midlands Council experience.

Deputy Mayor K Dudgeon – Oatlands Aquatic Centre – requested that Council consider the placement of a ‘stand-alone’ sign (large) on the Midland Highway promoting the Oatlands Aquatic Centre.

To be investigated and report provided.

Clr F Miller – Car Park (opposite Campania Tavern) – Rubbish Bin – Bin requires replacement as the base has rusted out.

To be actioned.

Clr F Miller – Development (adjoining Colebrook Main Road) – made reference to the significant development that is taking place (vicinity of the Colebrook Golf Club) and emphasised the need to consider the positioning of buildings; aesthetics; and setbacks etc. for future developments adjoining Colebrook Main Road.

Comment noted.

Clr B Campbell – Weed Declaration – questioned the process to have a plant to be declared as a weed (i.e. yarrow)?

To be investigated and detail to be provided in the next NRM Program Managers Report.

Clr B Campbell – Southern Waste Authority – Council Representative - questioned who was Council’s representative and secondly, what the Southern Waste Authority was doing in relation to managing single-use plastics and micro plastics?

Advised that the Manager Infrastructure & Works (David Richardson) was Council’s appointed represented. Information to be sought from the Authority in relation to the issue of the plastics.

Clr B Campbell – Mount Seymour Hall – Access to Hall - questioned how interested persons could gain access to the Mount Seymour Hall?

Advised that the property is owned by the Crown, and the first point of contact for those persons interested in the Hall facility would be Property Services (Tasmanian Parks and Wildlife Service - Department of Natural Resources and Environment Tasmania).

Clr D Fish – Horses (Parattah property) - questioned whether there was any update in relation to this property?

Manager Development & Environmental Services advised that there has been no further update or developments. Council has not received any complaints in relation to the property. It is evident that the horses were being well cared for.

Clr A Bisdee OAM – Oatlands Aquatic Centre - questioned whether the final Contract payment has been negotiated and finalised with VOS Construction?

General Manager advised that the final settlement has yet to be completed.

Mayor E Batt – Woodsdale Recreation Ground – questioned whether there has been any progress in relation to this matter?

General Manager confirmed that a Development Application has recently been submitted and is in the early stages of being assessed by an independent consultant.

Mayor E Batt – Kempton ‘Village’ township – retention of the ‘village’ atmosphere – requested that this issue be listed for discussion at a forthcoming Council Workshop.

Noted.

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.

Nil.

10. PUBLIC QUESTION TIME (SCHEDULED FOR 10.30 A.M.)

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

Mrs Dare – raised the issue of a kerbside waste and recycling collection being provided to Tunnack.

General Manager advised the process normally undertaken by Council to expand the collection district involved the conduct of a Community Survey (due to the additional costs levied) and that previous surveys had concluded that a service was not desired. It was confirmed that a further Survey could be undertaken. As requested the timeframe for survey response would be increased to six weeks. This would provide additional time for the Community Club to consider etc.

Mrs Dare – Tunnack township – Upgrade of footpaths - raised the need to improve the standard of footpaths(s) within Tunnack. In particular, the need to provide an improved standard for wheelchair access.

Comments noted. To be investigated with the intent of preparing an upgrade program that can be undertaken over a period of time. Tunnack Main Road being the priority.

Mr Grant Lodge – Tunnack Community Club – Raised the need to improve the kerb and gutter; including access points, at the Tunnack Community Club. The road seal should also be extended to cover the access off River Road.

Comments noted. To be investigated noting that sealing works have already been scheduled. The issue of accesses to be discussed with the Tunnack Community Club.

Mrs Sue Scott - Junction – Eldon Road & Tunnack Square Road - Raised safety issues that need to be assessed at this location.

Manager Infrastructure & Works advised that works are already planned for this location which will commence in the next two weeks.

Mr Grant Lodge – Junction – Tunnack Main Road and Fairhaven Road – asked whether it is possible to install a 'Mirror' at this junction to improve sight distance for heavy vehicles entering Tunnack Main Road.

Manager Infrastructure & Works to investigate and inform Mr Lodge in relation to what options may be available.

Mr Grant Lodge – Tunbridge Nature Reserve – Availability of clean fill (private property)?

Manager Infrastructure & Works to discuss with Mr Lodge

Mr Grant Lodge – New Country Marsh Road – drainage issues.

Manager Infrastructure & Works confirmed that drain clearing works are planned in this location.

DECISION

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

THAT Council adjourn for Morning Tea at 11.03 a.m.

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	✓	

DECISION

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

THAT Council reconvene at 11.24 a.m.

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	✓	

10.1 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)

12.4.1 Petition to Amend Sealed Plan 179101 – Removal of Restrictive Covenant – Lots 201 And 202, Owens Hill Road, Bagdad

DECISION

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

THAT in accordance with Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993 Council Sign and Seal an ‘Instrument Form’ to be lodged at the Land Titles Office with a Request to Amend Sealed Plan 179101 to remove the restrictive covenant on Lots 201 and 202 ‘not to erect or permit to be erected on the Lot or any part thereof more than one (1) dwelling’ and delete the relevant wording from the Schedule of Easements.

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	✓	

**[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

Mayor E Batt – Junction – Buckland Road / Woodsdale Road

Manager Infrastructure & Works advised that he has inspected the junction and considers that no change to the signage (i.e. give-way arrangements) is required. Any alternative view would need to be sourced from a Traffic Engineer.

Clr A Bisdee OAM – Old Swimming Pool – has demolition commenced?

Manager Infrastructure & Works advised that building demolition has commenced. The major earthworks being planned following the installation of the vibration monitoring equipment.

Clr B Campbell – Ponsonby Vale Road – investigation outcome?

Manager Infrastructure & Works confirmed that the circumstances have been investigated and the limited maintenance work undertaken in the past has been due to limited access (i.e. gates installed across the road). Issues have been resolved.

Clr B Campbell – Road Maintenance issues – Inglewood Road – sections require re-sheeting; edge breaks and should re-sheeting in general.

Clr D Blackwell - Road Maintenance – Broadmarsh Township – edge breaks in certain areas require attention.

Clr D Fish – Interlaken Road – mentioned a narrow section of the Road (between the two bridges below ‘Mungala’).

Manager Infrastructure & Works confirmed that these bridges are to be signposted as ‘Single Lane Bridge’.

Mayor E Batt – Midland Highway, Bagdad – Pathway

Manager Infrastructure & Works advised that the new pathway will be continued through to the Iden Road intersection as the existing budget would enable completion of this stage (i.e. from Chauncy Vale Road to Iden Road).

DECISION

Moved by Clr D Fish, seconded by Clr B Campbell

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

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	✓	

Capital Works Program 2024-2025 Projected Timelines
as at 31 Dec 2024

Project	Total Project Cost (\$)	2024						2025						
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	
Road Resheeting														
Clifton Vale Road Resheeting	113,893						■	■						
Road Resealing - Sealed Roads														
Various Projects	596,787							■	■	■				
Road Reconstruction & Seal														
Elderslie - Pelham Road (1km)	160,000						■	■	■	■				
York Plains - Vicinity of 'Handroyd' - 800 metres	130,000						■	■	■	■				
Woodsdale - Woodsdale Road (2.4 klms) Cricket Ground towards Quarry	370,000						■	■	■	■				
Colebrook - Station Street (includes drainage)	25,000						■	■	■	■				
Construct & Seal (Unsealed Roads)														
Oatlands - Bentwick Street	20,000	Deferred pending development application												
Oatlands - Interlaken Road	5,746,180	■	■	■	■	■	■	■	■					
Junction / Road Realignment / Other														
Sealed Road Edge Breaks - Woodsdale Road & York Plains Road	300,000						■	■	■	■				
Andover - Nala Road Junction with Inglewood Road (Asphalt junction)	30,000						■	■	■	■				
Campania - Car Park Improvements	67,600						■	■	■	■				
Campania - Estate Road (vicinity Mallow property)	49,000						■	■	■	■				
Elderslie - Cliftonvale Road (Guard Rail) - 600 metres	90,000						■	■	■	■				
Oatlands - Hasting Street Junction	15,000						■	■	■	■				
Oatlands - Stanley Street (from Midland Highway junction to Nelson Street)	35,000						■	■	■	■				
Oatlands - William Street (from Wellington Street towards Stanley Street)	13,500						■	■	■	■				
Tunbridge - Main Street (Kerb & Gutter Renewal)	40,000						■	■	■	■				
Tunnack - Link Road Landslip	25,000						■	■	■	■				
York Plains Road (vicinity of Rooney's Road) - Guard Rail - approx. 50 metres	7,250						■	■	■	■				
Footpaths														
Footpaths - General Streetscapes	40,000											■	■	■
Bagdad - Midland Highway Pathway (Primary School north to Community Club)	240,000													■
Bagdad - Midland Highway Pathway (north of Bagdad Community Club)	645,840	■	■	■	■	■	■	■	■	■				
Campania - Climie Street (Across Railway)	41,250						■	■	■	■				
Campania - Reeve Street (West - adjacent to Flour Mill Park)	100,209						■	■	■	■				
Campania - Reeve Street (East - Rec Ground entrance to Villeneuve Street)	51,158						■	■	■	■				
Campania - Reeve Street - Footpath through to Hall	30,000						■	■	■	■				
Campania - Reeve Street Bus Stop - All Access All Weather Bus Stop Upgrade Program	40,696						■	■	■	■				
Kempton - Burnett Street to Mood Food	425,565						■	■	■	■				
Oatlands - High Street Bus Stop - All Access All Weather Bus Stop Upgrade Program	28,300						■	■	■	■				
Oatlands - Stanley Street (High Street to Nelson - 280 metres - kerb & footpath)	75,000	■												
Oatlands - Campbell Street (scope of works expanded to include kerb/gutter)	85,000						■	■	■	■				
Oatlands - Church Street (Sth Parade to William St - north. side - Footpath - 130 m)	30,000	Deferred until completion of ambulance bay												

Capital Works Program 2024-2025 Projected Timelines
as at 31 Dec 2024

Project	Total Project Cost (\$)	2024						2025						
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	
Public Toilets														
Oatlands - Callington Park	203,000													
Stormwater Drainage														
Stormwater System Management Plans (Urban Drainage Act 2013)	50,000													
Bagdad / Mangalore - Hydraulic Assessment (Flood Mapping)	221,460													
Tourism														
Oatlands - Heritage Interpretation Panel renewal	2,000													
Heritage														
Jericho - Memorial Avenue - Plaques	20,000													
Kempton - Memorial Avenue Park - Interps	19,545													
Melton Mowbray - Recognition plaque JH Bisdee VC OBE (DVA Grant)	8,480													
Oatlands - Callington Mill - Structural Repair & External painting	40,000													
Oatlands - Council Chambers - Internal Toilets & Access Upgrade	100,000													
Oatlands - Court House (Wall Stabilisation)	15,000													
Oatlands - Gaolers Residence (Chimney Capping & Fireplace Repairs)	5,000													
Oatlands Gaolers Residence (Wingwall)	23,000													
Oatlands - Heritage Buildings (Security Upgrades)	10,000													
Oatlands - Heritage Collections Store	10,000													
Oatlands - Roche Hall (Building Improvements)	90,000													
Oatlands - Roche Hall Forecourt (Interps - Planning Condition of Approval)	40,000													
Parattah - Railway Station -Shed for Gangers Trolley	2,000													
Natural														
Campania - Bush Reserve / Cemetery	300,000													
Chauncy Vale - Day Dawn Cottage Improvements	12,000													
Chauncy Vale - Toilet & Interps Upgrade (Election Commitment)	80,000													
Cultural														
Oatlands - Aquatic Centre (Forecourt - Art Installation)	20,000													
Regulatory - Development														
Master / Structure Plans (Bagdad / Mangalore / Campania)	50,000													
Property Purchase - 10 Barrack Street, Oatlands (Police Residence)	530,000													
Oatlands - Stanley Street Master Plan	20,000													
Regulatory - Public Health														
Oatlands - GP Accommodation Units	500,000													

Capital Works Program 2024-2025 Projected Timelines
as at 31 Dec 2024

Project	Total Project Cost (\$)	2024						2025					
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Animal Control													
Oatlands - Off-Lead Dog Park	35,000		Deferred										
Recreation													
Bagdad - Bagdad Community Club (Precinct Plan)	25,000												
Bagdad - Iden Road Park Development	75,000		Deferred										
Broadmarsh - Broadmarsh Hall "The Haven"	1,747,054												
Campania - Justitia Court POS - Shelter Hut	16,000												
Campania - War Memorial Hall (External Repainting)	10,600												
Campania - Hall (External Repainting)	36,800												
Campania - Recreation Ground (Electronic Scoreboard)	47,875												
Campania - Recreation Ground (All abilities Car Parking)	26,750												
Campania - Recreation Ground (Ground Improvements - Landscaping & Tiered Seating)	270,000												
Campania - Recreation Ground (Upgrade Change rooms)	1,100,000												
Colebrook - Hall Improvements (Resurface Timber Flooring)	1,800												
Kempton - Recreation Ground (Irrigation)	60,000												
Kempton - Recreation Ground (Site Dev and Play Equipment)	24,250												
Kempton - Recreation Ground (Cricket Net, Basketball, Pickleball) Election Commit.	80,000												
Mangalore - Recreation Ground (Dust Remediation - Tree planting etc.)	5,000												
Melton Mowbray - Streetscape Works (Trough / Shelter etc)	60,000												
Oatlands - Aquatic Centre (Courtyard Development -Shelter / BBQ)	30,000												
Oatlands - Aquatic Centre (Reception - Sliding Counter Window)	6,000												
Oatlands - Aquatic Centre (Gymnasium - Mirror & Equipment)	16,400												
Oatlands - Gay Street, Hall (Air Lock & Heating)	30,000												
Oatlands - Midlands Community Centre (External Painting - Front of Building)	8,000												
Oatlands - Old Swimming Pool (Staged demolition)	200,000												
Woodsdale Recreation Ground	45,000												
Legend													
	Scheduled	Infrastructure & Works											
	Completed	Infrastructure & Works											
		Heritage Projects											
		Heritage Projects											

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 B Campbell

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 Clr B Campbell, seconded by Deputy Mayor K Dudgeon

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	✓	

15.7 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.

16.2.1 Oatlands Aquatic Centre – Coordinators Report

DECISION

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

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	✓	

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

17.1.2 Review of Existing Policy – Rates and Charges Policy

DECISION

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

THAT Council:

1. Receive and note the report; and
2. Consider the revised version of the Rates and Charges Policy in preparation for the adoption of the revised policy, at the February 2025 Council meeting, subject to any Council amendments.

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	✓	

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

Tunnack Community Hall - Refer letter dated 17th January 2024 from Susan Scott regarding ownership of Tunnack Hall.

Comments: This letter was received following issue of the Agenda.

The following detail and preliminary comments were provided by the General Manager:

Tunnack Public Hall
2147 Tunnack Road, Tunnack
Total Area: 3,369 m²
Capital Value: \$235,000
Land Value: \$82,500

Two Titles (refer copies attached):

1. CT 231763 / 1

Owners: 10 listed owners

2. 61967 / 1

Owners: 13 listed owners (none of which are included in the above list of owners)
Property is treated as 'Rates Exempt' and as such no rates and charges are levied.

Issues to Consider:

- Complexity (and cost) of any formal transfer of ownership
- Financial implications - recognition and accounting for depreciation of the asset
- Insurance liability
- Stamp Duty payable on valuation of property (estimate - \$7,500 but likely to be higher following valuation)
- Any proposal to take on ownership of Community Halls was not raised (or considered) as part of the process of preparing the '*Southern Midlands Community Infrastructure Plan*'
- In the absence of any criteria to make a sound decision, there is potential to create a precedent with the Parattah and Tunbridge Community owned Halls being examples where there are similar circumstances
- Future management and operation of the facility (in the absence of a Management Committee) at any stage in the future
- Ongoing maintenance responsibilities (offset by any fundraising activities by Management Committee)

TUNNACK HALL AND PROGRESS ASSOCIATION

2147 Tunnack Main Road
TUNNACK 7120

18 January 2025

Southern Midlands Councillors

Re: ownership of Tunnack Hall

I am writing on behalf of the current committee of volunteers who manage the running of the Tunnack Victoria Hall. We are a small and aging band, who care enough to keep the hall running, to provide a venue for all kinds of activities, from pickle ball to birthday parties to a training venue for a state indoor hockey team member who recently competed interstate, election polling booths, markets and council meetings.

Some decades ago, the operating committee at that time were approached by council, and asked if they would like council to take over the ownership and upkeep of the hall. The offer was declined. We are now in a different era, with a different committee, who all lead busy lives. We are finding that the upkeep of the hall and surrounds is really beyond us, and our constant requests of more locals to come on board have fallen on deaf ears.

We are requesting council to consider once again, taking on the ownership and maintenance of our hall. We would still act as a sub-committee, organising markets and other events. We cannot afford to insure the building. It is our feeling that Tunnack as a township does not ask for much, in the way of infrastructure improvements (think: footpaths), and streetscaping (until recent planting of trees). Colebrook and Campania, for instance, look a bit smarter than our town.

We are fortunate to have great support from the Blue Gum Rovers, a campervan group who use the recreation ground regularly for gatherings, and support the Community Club. Without local football and cricket teams now, we need to ensure that the hall is still seen as a viable gathering place.

It is our hope that you will give our request your serious consideration at the council meeting to be held at Tunnack this coming week.

Yours Sincerely
Susan G Scott
Secretary, Tunnack Victoria Hall and Progress Association
0429 858 498
susanscotteditor@gmail.com

17.2.2 Elected Member Statements

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

Nil.

17.2.3 Local Government Shared Services – Quarterly Update – Information Only

DECISION

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

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	✓	

**2024/25 Shared Services Report
to 31 December 2024**

PROVIDED BY SOUTHERN MIDLANDS COUNCIL					Total Hours Dec 2024 Quarter	Total Hours Sep 2024 Quarter	Total Hours 2024/25			
Council	Fortnight Ending	Officer	Service Provided	Hours						
Central Highlands	6/10/2024	D Mackey	Regulatory	7.00						
		G Finn	Regulatory	10.00						
	20/10/2024	R Collis	Animal Management	5.50						
		D Mackey	Regulatory	24.50						
	3/11/2024	G Finn	Regulatory	6.00						
		R Collis	Animal Management	3.00						
		D Mackey	Regulatory	15.00						
		G Finn	Regulatory	13.50						
		R Collis	Animal Management	2.50						
	17/11/2024	D Dwyer	Animal Management	2.50						
		D Mackey	Regulatory	6.50						
		G Finn	Regulatory	17.50						
	1/12/2024	R Collis	Animal Management	12.50						
		D Dwyer	Animal Management	8.00						
		D Mackey	Regulatory	27.50						
	15/12/2024	R Collis	Animal Management	11.00						
		D Dwyer	Animal Management	3.00						
		D Mackey	Regulatory	14.00						
		L Brown	Regulatory	4.00						
	29/12/2024	R Collis	Animal Management	5.50						
D Dwyer		Animal Management	3.00							
D Mackey		Regulatory	7.00							
		L Brown	Regulatory	4.00	216.00	180.00	396.00			
		R Collis	Animal Management	3.00						
Derwent Valley	6/10/2024	D Mackey	Regulatory	1.00						
	3/11/2024	D Mackey	Regulatory	5.00						
		B Williams	Heritage	2.00						
	17/11/2024	D Mackey	Regulatory	1.00						
	1/12/2024	D Mackey	Regulatory	20.00						
29/12/2024	D Mackey	Regulatory	2.00	31.00	2.00	33.00				
Tasman	6/10/2024	D Mackey	Regulatory	4.00						
	20/10/2024	P Krause	Plumbing Surveying	12.25						
		D Mackey	Regulatory	3.00						
	3/11/2024	P Krause	Plumbing Surveying	8.50						
		D Mackey	Regulatory	1.50						
	17/11/2024	P Krause	Plumbing Surveying	8.25						
		D Mackey	Regulatory	6.00						
	1/12/2024	P Krause	Plumbing Surveying	16.50						
		D Mackey	Regulatory	0.50						
	15/12/2024	P Krause	Plumbing Surveying	16.75						
D Mackey		Regulatory	10.00							
29/12/2024	P Krause	Plumbing Surveying	15.00	117.50	99.50	217.00				
		D Mackey	Regulatory	15.25						
Total Hours Provided by Southern Midlands					364.50	281.50	646.00			
PROVIDED TO SOUTHERN MIDLANDS COUNCIL					Total Hours Dec 2024 Quarter	Total Hours Sep 2024 Quarter	Total Hours 2023/24			
Council	Period Ending	Officer	Service Provided	Hours						
Brighton	13/10/2024	L Wighton	Development Engineering	2.75						
	27/10/2024	L Wighton	Development Engineering	3.75						
	10/11/2024	L Wighton	Development Engineering	0.25						
	24/11/2024	L Wighton	Development Engineering	3.25						
	8/12/2024	L Wighton	Development Engineering	2.75						
	29/09/2024	L Wighton	Development Engineering	0.75				13.50	14.50	28.00
Glenorchy	22/09/2024		EHO Services	8.50						
	29/09/2024		EHO Services	3.50						
	6/10/2024		EHO Services	7.50						
	13/10/2024		EHO Services	7.50						
	27/10/2024		EHO Services	4.00						
	3/11/2024		EHO Services	8.00						
	10/11/2024		EHO Services	5.00						
	17/11/2024		EHO Services	12.00						
	24/11/2024		EHO Services	6.50				62.50	134.00	196.50
	Total Hours Provided to Southern Midlands							76.00	148.50	224.50

17.2.4 SMC External Grant Projects - Quarterly Update

DECISION

Moved by Clr A E Bisdee OAM, 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	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

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 31 December 2024)

DECISION

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

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 A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

Clr D Fish departed the meeting at 12.04 p.m.

18. MUNICIPAL SEAL

18.1 Signing & Sealing Grant Deed – Active Tasmania 2024-2025 Specific Purpose Funding SPF24-25-09 Kempton Recreation Ground

DECISION

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

THAT Council endorse:

1. The Signing and Sealing of the Grant Deed for the funding agreement between the Tasmanian Government through the Department of State Growth / Active Tasmania and the Southern Midlands Council for the amount of \$80,000.00 for the Kempton Recreation Ground Specific Purpose Funding; and
2. The amended Kempton Recreation Ground Master Plan 2025.

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 F Miller	✓	

18.2 Signing & Sealing Grant Deed – Department of State Growth, Active Transport Shareway between Bagdad School and Hall Lane

DECISION

Moved by Clr B Campbell, seconded by Clr D Blackwell

THAT Council sign and Seal the Grant Deed for the funding agreement between the Tasmanian Government through the Department of State Growth / Active Transport and the Southern Midlands Council for the amount of \$150,000.00 for the construction of the Bagdad Shareway between the Bagdad School and Hall Lane.

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 F Miller	✓	

18.3 Signing & Sealing Grant Deed – Isolated Communities Resilience Grants

DECISION

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

THAT Council Sign and Seal the Grant Deed for the funding agreement between the Tasmanian Government through the Department of Premier & Cabinet and the Southern Midlands Council for the amount of \$9,384 for the purpose of resources and equipment to support the operation of evacuation and recovery centres for community member impacted by emergencies.

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 F Miller		

19. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

Nil.

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 (Meeting Procedures) Regulations 2015 Reference
<i>Closed Council Minutes - Confirmation</i>	15(2)(g)
<i>Applications for Leave of Absence</i>	15(2)(h)
<i>Staff Matter</i>	15(2)(a)

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 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 D Blackwell, seconded Deputy Mayor K Dudgeon

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 A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
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 Staff Matter

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 Clr D Blackwell, seconded Clr A E Bisdee OAM

THAT Council move out of “Closed Session”.

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 F Miller	✓	

OPEN COUNCIL MINUTES

21. CLOSURE

The meeting closed at 12.50 p.m.

Woodsdale Community Memorial Hall

Est. 1905

General Committee Meeting

Sunday 12th January 2025

Woodsdale Hall

1. Welcome/Opening:

The President welcomes members and declares the meeting open at 15:03pm

2. Attendance:

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

3. Apologies:

Mrs Marion Wiggins.

Moved: Ms Tamika Nailer

Seconded: Mrs Ann Wiggins

Motion Carried

4. Confirmation of Minutes for the last meeting – 1st December 2024

Moved: Mrs Kaye Rowlands

Seconded: Mr Leon Scott

Motion Carried

5. Business Arising from Previous Minutes – 1st December 2024

5.1 Xmas party

- Weather wasn't the best but still a good turn out
- Raffle \$590
- We sold tickets on the night
- Lots of other events happening on the same night

- Moved: Mrs Ann Wiggins

Seconded: Ms Tamika Nailer

Motion Carried

6. Financial Report:

Total funds as of 12th January 2025 \$ 9643.79

Y.T.D Financials

Opening Balance (23/9) \$7744.62

Incoming YTD \$ \$2895.60

Outgoing YTD \$ \$996.43

Closing balance as of 12th of January 2025 \$ 9643.79

Please see attached financials for further information.

Moved: Mrs Ann Scott

Seconded: Ms Tamika Nailor

Motion Carried

7. Business arising from financial report:

1.1 Deposits in \$150 float, gate \$320 raffle \$590, walker \$75

1.2 Out money \$150 float Coles \$6 PFD \$274.24 Coles \$48.90 face painter \$350 IGA \$29.94

1.3 Thank you to be sent to face painter

Moved: Mrs Ann Scott

Seconded: Mrs Andrea Jones

Motion Carried

Correspondence:

In

- Tax invoice from the face painter 13th December 2024
- 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.
- Email from the Woodsdale Football Club, 6 Jan, giving an update of the family day.
- WFC would like to borrow tables from the hall for the family day.
- 8 Jan WFC emailed asking for 2 hire agreements for the 18th and 25th of Jan.

Out

- Andrea sent a thank you letter to the IGA Oatlands for the donation of the ham.
- Andrea sent Tim Kirkwood an email regard the constitution.

- Email sent to all committee members reminding of the meeting.
- Sympathy card sent to Councillor Dudgeon.

Moved: Ms Tamika Nailer

Seconded: Mr Leon Scott

Motion Carried

2. General Business:

2.1 Family Fun Day

- We will be setting up in the club rooms on the day.
- Raspberry jam, cream, tea bags, milk, paper plates, paper cups, sugar, stickers, Nescafé
- Tamika – Kiss biscuits, Choc chip biscuits
- Alyson – Rum Balls, Chocolate cakes
- Andrea and mum – Sponge cake, date loaf, orange poppy seed cake, caramel slice, mars bar slice, anzac biscuits, choc chip biscuits, cranberry & white chocolate biscuits.
- Kaye- Coconut slice, peppermint slice.
- Receipts to be kept and handed to Andrea for reimbursement.
- 2 scones and cup of tea/coffee \$6, Scone only \$4, tea/coffee only \$3.
- Set up on the Friday 4pm
- Set up Saturday 9am
- Andrea will bring an Eski for milk and cream
- Microwave and urn, tablecloths, table

2.2 Booking at the ground

- Toni has no knowledge of the Nutrimetic's party that happened at the ground, Andrea to follow up with Marion.
- Andrew Dean needs to be invoiced for the Wiggins party back in October 2024.

2.3 Testing and tagging

- Testing and tagging has happened, Ann Scott let the man in nothing is reported to be wrong.

2.4 Licencing

- Waiting for Tim to get back about constitution
- Darren Dylan CBOS
- Alyson to try and get money back from licencing

Moved: Mr Leon Scott

seconded: Ms Tamkia Nailer

Motion Carried

3. Bookings:

Meeting Closed at 4.02 p.m

NEXT MEETING – TBA

LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE

MINUTES

Tuesday 11th February 2025

**Council Chambers
Oatlands
1.30 p.m.**

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LAKE DULVERTON & CALLINGTON PARK MANAGEMENT COMMITTEE

MINUTES

Tuesday 11th February 2025

1.30 p.m.

Council Chambers
Oatlands

MEMBERS:

Chairman: Councillor Don Fish (Clr K Dudgeon – proxy)

Parks & Wildlife Rep: Brian Campbell (Proxy rep:)

Resident Representatives: Mrs Maria Weeding, Mr Athol Bennett, Dr Robert Simpson, Mrs/Clr Karen Dudgeon, Ms Helen Geard, Mrs Jenni Muxlow, Mr Grant Wilson

The meeting opened at 1.34p.m.

1. ATTENDANCE

Councillor Don Fish, Athol Bennett, Maria Weeding, Helen Geard, Robert Simpson, Grant Wilson, Karen Dudgeon.

2. APOLOGIES

Nil.

3. CONFIRMATION OF MINUTES

The Committee to confirm the 24th November 2024 minutes.

RECOMMENDATION

That the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting held on 24th November 2024.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

MOVED Mr Athol Bennett

SECONDED Dr Robert Simpson

THAT the Committee confirm the minutes of the Lake Dulverton & Callington Park Management Committee meeting, held on 24th November 2024.

CARRIED

4. BUSINESS ARISING FROM PREVIOUS MEETING

4.1 CALLINGTON PARK – UNISEX ACCESSIBLE TOILET + BABY CHANGE TABLE – PROPOSAL

Since the last meeting the following has occurred:

- All sewer line work completed from the foreshore toilets to the new toilet at Callington Park.
- Construction of the new building in terms of bricks, roofing, doors, ventilation, tiling, fittings and the majority of the plumbing is complete. Stainless steel mirror put in 4th Feb 25.
- Downpipe from the roof, fitting of an outside sink and the change to a single flush toilet button system are the only outstanding items. The toilet flush button was on back order but has now arrived. Finishing these last few items was completed on Tuesday 11th February 2025.
- Hygiene Tasmania have placed a nappy bin and a sanitary bin at new toilet.
- Signage re items to NOT to flush down the toilet is being arranged. Some temporary laminated signage will be placed while the permanent signage is produced.
- Council and Building Surveyor sign off is required once all is in place. A scheduled inspection for sign off is 12th Feb 2025.

RECOMMENDATION

That the Committee note the information.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted.

4.2 PROPOSED DOG EXERCISE PARK AREA

An Oatlands Dog Park representative spoke to Council at the November 2024 Council meeting and requested that Callington Park be reconsidered for the Dog Park. A Councillor Workshop was held on Tuesday 11th February 2025. Options for a dog park site were discussed. It was confirmed that the Council do not want to see Callington Park being set aside for a dog park, as the site should be reserved for multiple and varied community use through out the year. Due to this decision by Council there was no need to re visit and discuss the dog park at Callington Park at the Lake Dulverton & Callington Park meeting held later in the same day, (*the committee only can make recommendations to Council*).

Some of the Committee members went on to mention that Ross Street should be looked at as an option. This is a Council maintained strip of land that has a number of trees already on the site. It was recognised that there is a privately held parcel of land that has a gate access at the far end of Ross Street (at the Midlands Highway end), but the land is rarely accessed. The privately held land is part of the stock yards land, that is owned by Roberts (Nutrien), and they access the land from Dulverton Street and/ or Trafalgar Street. If the land needs to be accessed via Ross Street, there is no

reason as to why a vehicle could not still drive through the dog exercise area (say with a 20Km/H speed limit) to get to the gate in question.

Dog exercise equipment items and seats / table could potentially be placed at various locations in amongst the trees. A fence would need to be placed along the edge of the water drain, which flows beside a row of Hawthorn trees on the north eastern edge. There is TasWater water in the area for a water supply. The nearest toilet would be on the foreshore of Lake Dulverton. Parking could be accommodated relatively easily. The Committee recognise that this discussion does not relate to part of the Lake or Callington Park area, but the members were firm in their request that this information/ thought be passed on to the relevant Council Officer who is doing a report for the February Council meeting.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the suggested alternative Dog Park site be noted for further consideration as appropriate.

4.3 FORMAL RECOGNITION OF AN EXISTING USE OF A SITE – DOGS ON LAKE FORESHORE

Recap: A letter from Parks & Wildlife (P&W) Southern Regional Manager – Ashley Rushton letter (dated 4th September 2024) revealed that dogs in any capacity in a Conservation Area will need approval by the Parks & Wildlife Southern Tasmanian Regional Manager. Parks recognise that the community have been walking their dogs in this location for decades, however Council need to apply to have the activity approved and formalised.

A letter outlining how dogs would be managed going forward was sent to Ashely Rushton Parks & Wildlife (P&W) Southern Regional Manager on 23rd December 2024 . The letter included a map that showed the ‘dogs permitted on lead’ and ‘no dogs allowed’ areas. The map also showed that dogs are not permitted within 30M of the foreshore at Mahers Point area and the Flax Mill sites.

At this stage there has been no reply from Parks. Any update, if available, will be provided to the meeting.

There was no update available for the meeting.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted.

4.4 1980 LAKE DULVERTON MANAGEMENT PLAN & MANAGEMENT STATEMENT PROPOSAL

Recap information: *At the February 2024 Committee meeting, it was noted that the Lake Dulverton Wildlife Sanctuary Management Plan 1980 (1980 Plan) is the legal document that prescribes how the Lake Dulverton water is to be managed and any subsequent management documents can only be implemented if consistent with 1980 Plan.*

It was suggested by Parks that the way forward may be to progress with a Management Statement for the area, which would incorporate aspects of the 1980 Plan and the 2002 Lake Dulverton Management Strategy. The Statement would then become the guiding document for the ongoing management of the area.

Brian from Parks thinks that the Management Statement may need to be developed first before the 1980 Plan can be denounced. Brian was to investigate further and report to the next meeting. At the July 2024 meeting Jerard (P&W Rep) indicated that he would try and get an example of a Management Statement for the Committee to see what was involved. Currently there is one for the Meehan Ranges and Gordons Hill Reserve.

An update was provided to the September 2024 meeting by Brian. Brian said he had sought some information but what had been provided to him was insufficient, so he needed to do more 'homework'. Apparently, Parks would normally do the Management Statements internally, but they do not have the resources to do one for this area. There are only a few areas in Tasmania that have a Management Statement. Brian said he needed to formally ask the Parks service as to what is the process for a Council to do /develop the Statement. Brian said that once we have a Management Statement then he felt that seeking to have the 1980 Management Plan rescinded would be relatively easy, even though it has to go through both houses of Parliament to achieve such.

Marta is familiar with P&W Management Statements and will endeavour to provide a sample Management Statement or template to the Committee by Christmas 2024.

To date nothing has been forwarded from Parks even though a reminder was emailed in mid January 2025 to say we were still waiting on this information.

There was no update available for the meeting.

SUB COMMITTEE RECOMMENDATION TO COUNCIL:

RESOLVED

THAT the information be noted.

4.5 FORMER CATTLE SALE YARDS AT CALLINGTON PARK – GENERAL MAINTENANCE

The remaining former cattle sale yards in the overflow Stop Over area of Callington Park are in need of some maintenance, as a number of the posts have nearly rotted off at the base. Maria has now contacted Alec Dean directly to see if it was possible to get as many as 10 split timber posts for replacement. The most recent call to Alec revealed that they are still looking to get a suitable tree to provide the posts, but nothing has been sourced at this stage. It was also mentioned to Alec that we may need some posts for the sheep yards, and Alec said he was happy to supply posts for that too when a suitable tree was found and available.

It was agreed at the November 2024 meeting that the Committee, have a working bee be held to put in some of the posts.

RECOMMENDATION

That the information be noted, posts and /or steel posts be purchased and a working bee be arranged on a day to be determined, to undertake some maintenance of some sections of the yards.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted and the works continue to progress.

4.6 GEESE AND MALLARD DUCKS AT LAKE DULVERTON

At the November 2024 meeting, the Committee gave full support to the Conservation Group and rehoming strategy with the removal of the geese being the first priority.

Since the last meeting Council has endorsed the recommendation that was made to remove the geese from the Lake environment (endorsed through Committee Minutes at the December 2024 Council meeting).

Since then there has been some liaison with the Pacific Black Duck Conservation Group, and a number of rehoming options have been identified. Working with Council's Works Department, it is planned that the geese be captured and relocated sometime in March / April 2025. The geese will be captured on land other than the immediate lake foreshore.

A member of the Pacific Black Duck Conservation Group was recently interviewed on ABC radio Hobart on the subject of the geese at Lake Dulverton. Listening to the interview there was no opposition to the removal of the geese expressed in the feedback provided by the ABC listeners on the day.

The committee confirmed the view of having the geese removed. There were now a number of complaints being made re the volume of droppings on the pathway and in the Callington Park area generally.

It was suggested that Council work in with the Duck group to have the geese removed soon.

RECOMMENDATION

That the Committee, working with the Council's Works and Services Department, continue to work in with the Pacific Black Duck Conservation Group to have the geese removed and rehomed.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted and work to remove the geese continue to progress.

4.7 DRONE SURVEY OF CUMBUNGI IN AND AROUND LAKE DULVERTON

Recap: Skyapply, a drone company approached Council offering their services to map assets and vegetation. Each year, Council officers walk the perimeter of Lake Dulverton looking for Cumbungi infestations requiring control. It was suggested, that Skyapply drones could locate and map the Cumbungi more effectively than the Council officers.

Marta noted that a P&W permit would be required to fly a drone over a Conservation Area. Skyapply (or any other company) would need to be familiar with relevant legislation and permit requirements.

The Committee believed the drone proposal was worth exploring.

Since the last meeting a fee schedule of charges has been obtained.

Contact has been made with the company and it was determined that Skyapply should test out the capability of their mapping drone to ensure that their technology can distinguish the cumbungi plant leaf from other similar leaf type plants. This trial run would be not done in the Lake conservation area. If the trial proves that they can map the specific plant in question, then the Committee could consider seeking a budget for such work, which would be for spring – 2025. It is so important to ensue that the lake does not become an area where cumbungi establishes. It is a large and difficult area to patrol, as the water is often not deep enough for a boat of any type, and walking in the shallow water is also very difficult in many areas as the bed of the lake has frequent pockets of deep holes that can not be easily seen!

It was recognised that Parks have mentioned that use of a drone over the conservation area will need to be discussed further. It was also noted that the use of the drone would be for strategic management purposes for the long term sustainability of the lake environment. If cumbungi establishes then the Lake as a conservation area will be severely compromised.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted.

4.8 WATER MILFOIL (BROWN FLOATING PLANT IN LAKE DULVERTON)

At the November 2024 meeting there was a discussion about the brown floating plant in Lake Dulverton. Many locals believe that the plant is now having a significant impact on the Lake and bird life. The plant is understood to be a native water milfoil - *Myriophyllum* species.

Marta indicated that she would ask a P&W biologist to visit the Lake and formally identify the plant. Once it has been formally identified strategies to reduce impact can be considered.

In the meantime, the Southern Midlands Council Weeds Officer, Mary Smyth has taken a number of plant samples to the Tasmanian Herbarium for identification. This has included the *Myriophyllum* plant. The information from the plants identified by the herbarium staff is attached for noting. It

seems that the identified *Myriophyllum salsugineum* is a widespread common native plant typically found in lowland lakes.

The first record of this plant in Lake Dulverton goes back to 1926, – 99 years back. Locals that have lived in the Oatlands town for decades say the lake surface has not been covered so extensively by this plant before (in the time they have knowledge of which is 50+ years in some instances of memory recollection). Reflecting on this information, it is worth noting the history of the lake completely drying up at various intervals, which theoretically may have been points in time that severely cut the plant back to only a small amount surviving a prolonged dry period. Other ideas for the current proliferation may be related to the warmer climate experienced in the last 15 to 20 years, combined with water in the Lake now being maintained rather than drying up completely. There is no clear knowledge as to why the lake is currently as it is. It has become apparent that the wildlife is no longer using the lake for nesting and feeding where ever there is the presence of the densely populated *Myriophyllum* plant present.

The committee Members expressed their concerns listed as follows:

- The Lake has become visually unappealing
- The vast majority of the wildlife has moved from the area where this plant is to inhabit the rear zone of the Lake – the 189Ha Natural zone
- Dense *Myriophyllum* reduces the ability to have any recreation activity occurring, particularly fishing which is near impossible to undertake
- The area of *Myriophyllum* is expanding year upon year, changing the ecosystem of the lake environment in terms of the original flora and the variety of bird fauna that has typically been found. For example: the swans use the water ribbon plant that typically covered the lake (*Cycnogeton procerum*) to build nests and the swans also eat the new leaf shoots of the plant as part of their diet. The water ribbon plant has been overtaken by the presence of the *Myriophyllum salsugineum*.

The committee Members were not able to readily come up with any solutions to reverse this emerging problem. There was a query as to any options of spraying the plant, harvesting the plant, or even letting the Lake dry out for a short while, which may have been one of the ways that the plant has been partially set back in the past, reducing its impact. There was no firm conclusion on the way forward in relation to this issue. More research and liaison with Parks will need to occur. It was suggested that research be undertaken on other areas where the plant may be found and if there is any history on a way of managing the *Myriophyllum salsugineum* plant.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

RESOLVED

THAT the information be noted.

5.0 TREASURER'S REPORT

A statement detailing the Receipts and Expenditure for the 2024/2025 financial year to date was be tabled at the meeting.

RECOMMENDATION

The statement detailing the Receipts and Expenditure for the 2024/2025 financial year to date be received and noted.

SUB COMMITTEE RECOMMENDATIONS TO COUNCIL:

MOVED Dr Robert Simpson

SECONDED Cllr Karen Dudgeon

THAT the statement detailing the Receipts and Expenditure for the 2024/2025 financial year to date be received.

CARRIED

SOUTHERN MIDLANDS COUNCIL
LAKE DULVERTON MANAGEMENT COMMITTEE

2024/25 STATEMENT OF RECEIPTS AND PAYMENTS
For the period 1st July 2024 to 4th February 2025

RECEIPTS	\$	PAYMENTS	\$	COMMENTS
Opening Balance 01.07.24 Commonwealth Bank Account	46,689.57			
Capital				
Callington Park - Toilet	203,000.00	Project C4070055	167,285.85	Additional \$45K budget - election commitment \$25,275.57 expenses c/f
<i>Ootlonds Off-leod Dog Park (\$45,000)</i>	-	Project C4080002	0.00	
Operating				
Callington Park - Repairs to well	2,000.00	Project 302 - 7053	0.00	
Lake Dulverton foreshore	-	Project 302 - 5015	0.00	
Solar Lights	1,800.00		0.00	
Lake Dulverton - Committee Budget	2,000.00	Project 302 - 7053	43.33	Postage
Tas Irrigation - Water Operational Costs	26,273.00	Operational Charge	6,880.00	
		Asset Renewal Levy	2,580.00	
		Water Usage	14,750.15	
Interest	107.29	Bank Charges	0.00	
Donations	3,890.15			
		Total Expense to date	<u>\$ 191,539.33</u>	
		Funds on hand	94,220.68	
	<u>\$ 285,760.01</u>		<u>\$ 285,760.01</u>	
Funds on hand are represented by:				
Comm. Bank Account No.06 7004 28003859 - 01.01.25			50,687.01	
Special Projects - Unexpended Budget			43,533.67	
			<u>\$ 94,220.68</u>	

Callington Park Toilet (C4070055)

\$

13/12/2022	Duo Design	Planning Drawings Stage 2	1,520.00
13/12/2022	Duo Design	Administration Project Co-ordination	200.00
13/12/2022	Duo Design	Concept Layout Stage 1	1,500.00
7/03/2023	Survey Plus	Survey for Hydrology	1,850.00

EXPENSES CARRIED FORWARD 2022/23 5,070.00

15/08/2023	Utility Detection	Services location	1,250.00
18/09/2023	Ceeds Property	Hydraulic Design	5,200.00
17/10/2023	SMC	Planning Application	818.18
5/01/2024	SMC	Partial Refund - Planning Application	-668.18
23/02/2024	TasWater	Developer Charges Water & Sewerage	1,757.00
15/03/2024	TasWater	Certificate Certifiable Works & Compliance	384.09
14/04/2024	TasWater	100mm Sewerage Connection	4,760.00
16/05/2024	Duo Design	Working Drawings Callington Park Disabled Toilet	2,010.00
27/05/2024	Saltmarsh and E	Structural Design & Certification Callington Park Toi	1,500.00
19/06/2024	Leon McGuinness	Building Surveying, Inspections, Certificates etc per quote	2,400.00
19/06/2024	SMC	Building Administration Fee (CBOS)	110.00
19/06/2024	SMC	Industry Training Levy (BC&ITL)	220.00
19/06/2024	SMC	Notifiable Work Cat 3 Lodgement Fee BP240047	280.00
30/06/2024	SMC	3 Wages plus Oncosts	184.48

EXPENSES CARRIED FORWARD 2023/24 20,205.57

SMC	Wages and Oncosts	42,064.40
SMC	Gravel	96.00
SMC	Plant	7,446.00
SMC	Plumbing Permit, Inspections, Certificate of Completion	1,280.00
Access Hardware	Change Table & Signs	731.25
Anthony Collis	Fix Water Lines & Connect to Main Line	150.00
Austral Bricks	Overland Rugged Bricks x 3072	7,412.32
Australian Steel Co.	Trench Mesh Clips	186.89
Barwicks Landscapi	Fat Sand	572.72
Brierley	8mm Rope	51.60
Bunnings	Various	1,670.10
Ceeds Property	Design & Inspections	922.10
Daniels Metal Fabr	Roofing Iron Fascia & Gutter	948.75
Decorative Screens	Perforated Aluminium Screen Forrest x 2	2,618.00
Drewent Park Plum	Basin, Toilet, Rails etc	7,979.72
East Coast Concrete	32mpa Concrete x 14m3	4,410.00
Johnson Tiles	Tiles and adhesive	1,073.25
Langdale Electrical	Rough In & Fit Off	2,667.65
Noble Concrete	Concrete Pumping 29.10.24	970.00
Nubco	Reinforcing etc	1,611.93
Nutrien	Cement	180.00
Protech	Sewer Connection Works	37,852.48
Steelline Roofing	Wrap	231.13
Steven C Turner	Bricklaying	4,067.15
Tas Fire Doors	Doors	3,281.39
Uptons	Gal Mesh & Star Pickets	155.45
Whelan's Welding	Supply & Fit Roof Steel	10,580.00
Youngs Decorating	Paint Metal Frames & Door Frames	800.00

EXPENSES 2024/25 142,010.28

TOTAL PROJECT EXPENDITURE TO DATE 167,285.85

6.0 OTHER MATTERS

6.1 CALLINGTON PARK

It was mentioned that Callington Park has become very popular with visitors to the area, which has resulted in many good comments being received. Often notes are being received, or comments have been made to the Council front office staff, and even visitors in the shops (such as the Bargain Centre). Reports are that people are coming to the Oatlands area for use of the pool, playground, walking / bike riding track along the foreshore, as they are ideal places to be with young family members. Many come to stay overnight.

There was the suggestion that we add some more visitor seating at Callington Park, as well as another table and seat combination. The committee will use some of their Commonwealth bank account funds for the purchase of these items.

MOVED Mr Athol Bennett

SECONDED Mr Grant Wilson

THAT the committee purchase a seat and a table/seat combination to place at Callington Park, using funds from the Committee's Commonwealth bank account.

CARRIED

6.2 CALLINGTON PARK – FORMER RODEO AREA

The committee noted that there are a number of privately owned items being stored in the rear area of Callington Park (where the rodeo was held in the past). This has been the case for a while, but given the plan to have the area used for more community events, it is best to request the removal of the items. A letter to be written to the owners of the items, requesting that they be removed as part of a tidy up of the ground for future use.

RESOLVED

THAT the information be noted and a request to remove the items be made.

7.0 . NEXT MEETING

Monday 17th March 2025 1.30 p.m. – Oatlands Council Chambers.

The meeting closed at 3.20. p.m.

* * * * *

Item 4.8

Maria Weeding

Subject: Lake Dulverton plant co-ordinates.

From: Baker, Matthew <Matthew.Baker@tmag.tas.gov.au>
Sent: Wednesday, 22 January 2025 4:15 PM
To: Mary Smyth <msmyth@southernmidlands.tas.gov.au>
Subject: RE: Lake Dulverton plant co-ordinates.

Hi Mary,

Yes, it was nice catching up and no worries at all! I am a big fan of the positive work that you are doing up your way.

Plants are as follows:

Myriophyllum salsugineum - Widespread and common native of lowland lakes and slowly flowing rivers and streams.

This is a link showing a distribution map for

Tasmania: https://avh.ala.org.au/occurrences/search?q=taxa%3A%22Myriophyllum%20salsugineum%22&disableAllQualityFilters=true&qualityProfile=ALA&qc=data_hub_uid%3Adh9&fq=cl927%3A%22Tasmania+%28including+Coastal+Waters%29%22#tab_mapView

There is a record on the Australian Virtual Herbarium of *Myriophyllum salsugineum* being collected from Lake Dulverton in 1926. So it has been in the lake for at least c.100 years.

<https://avh.ala.org.au/occurrences/24dadfeb-313c-49eb-bf1f-cb79575cc7d2>

Also see attached illustration for id purposes.

Eleocharis acuta – Another widespread and common native species -

https://avh.ala.org.au/occurrences/search?taxa=Eleocharis+acuta#tab_mapView

Carex tereticaulis – A common midlands native -

https://avh.ala.org.au/occurrences/search?taxa=Carex+tereticaulis#tab_mapView

Juncus pallidus – Again a very common and widespread species of wetlands in Tasmania

Crassula helmsii - <https://vicflora.rbg.vic.gov.au/flora/taxon/47d18feb-cb5b-43ed-b753-52232122b95b>

Juncus articulatus - this is the one that had the ribbed leaves that you could feel when you ran your fingers along them. A very common introduced species.

All the best,

Matt

Matthew Baker | Senior Curator (Weed Taxonomy)

Tasmanian Herbarium | Tasmanian Museum and Art Gallery | Department of State Growth

Location: College Road, Sandy Bay TAS 7005 | <https://maps.app.goo.gl/paekCSWX4PrsJKW7>

Postal Address: PO Box 5058, UTAS LPO, Sandy Bay 7005

Ph (03) 6165 5144

www.tmag.tas.gov.au

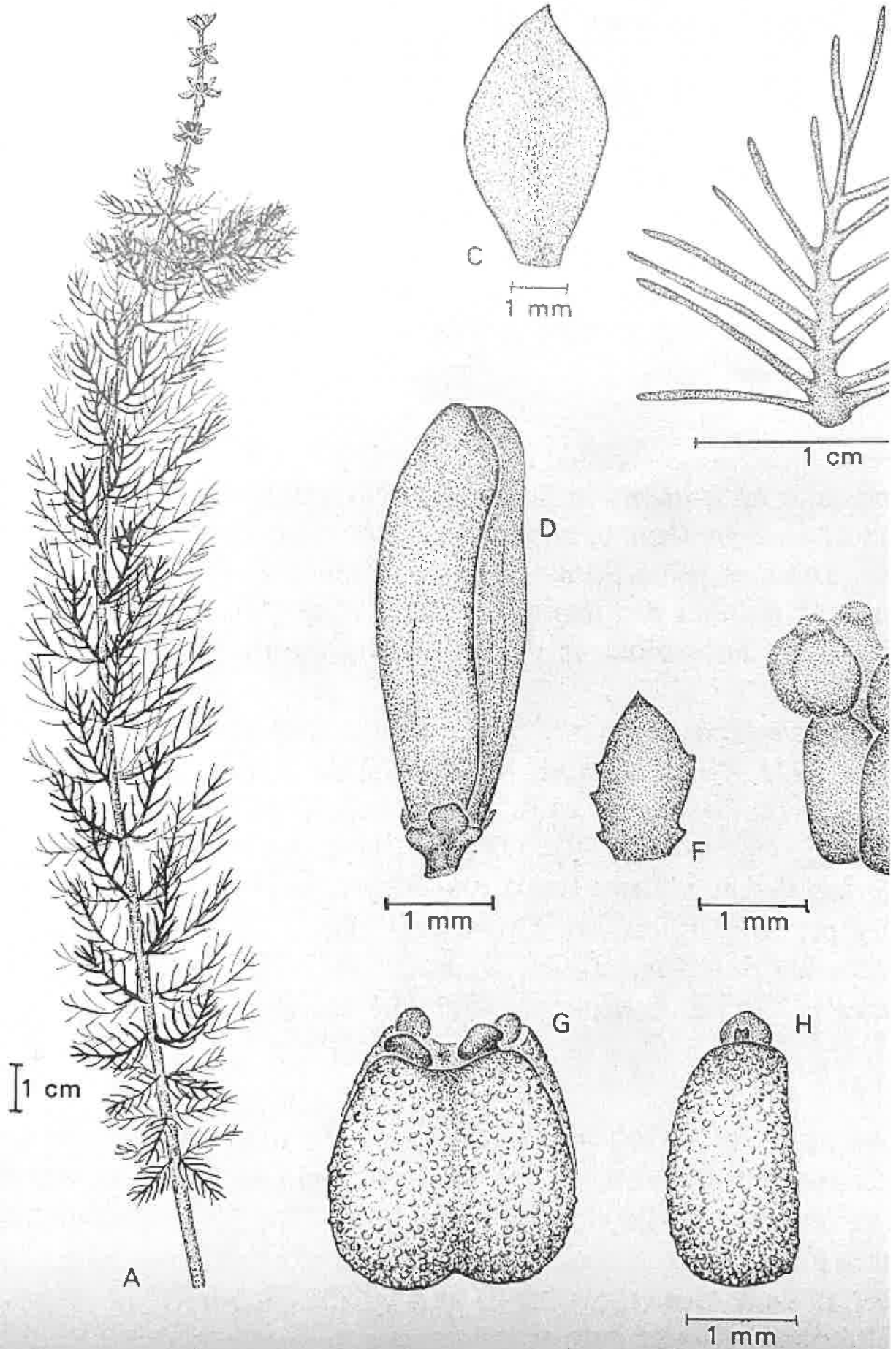


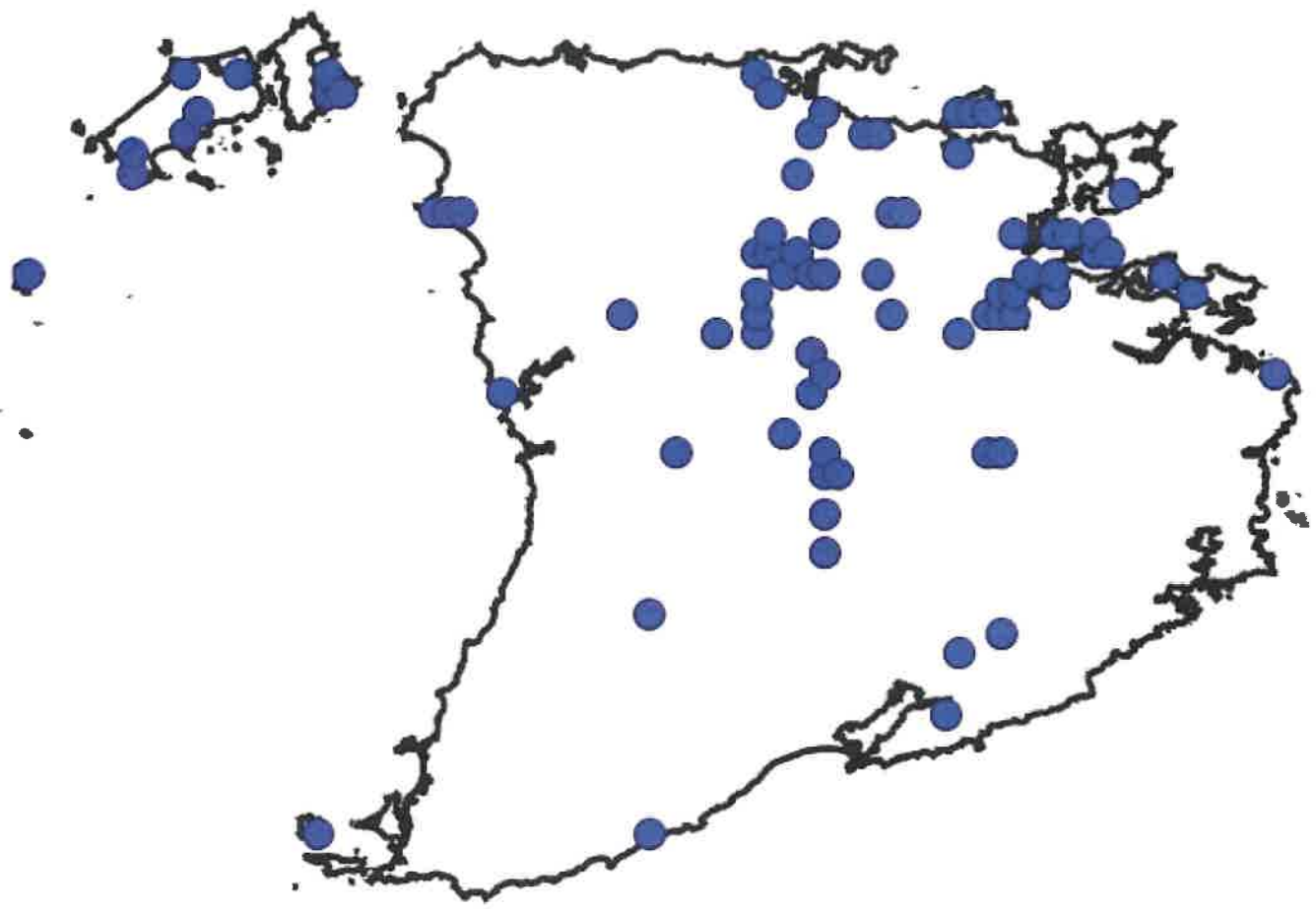
Fig. 3. *M. salsugineum*. A, Habit. B, Submerged leaf. C, Emergent leaf. D, Male flower. F, Bracteole. G, Fruit. H, Dorsal view of mericarp. I, Lateral view of mericarp. 5041; G-I, Ashby s.n. (HO).)

Distribution of Lake Water Milfoil / Lake Milfoil

(*Myriophyllum salicifolium*)

in Tasmania

Widespread and common native of lowland lakes and slowly flowing rivers and streams.



MINUTES STCA BOARD MEETING

Minutes of the Southern Tasmanian Councils Authority meeting held
Monday, 16 December 2024
Lady Osborne Room, Town Hall Hobart

Present:

Brighton Council	James Dryburgh
Central Highlands	Mayor Loueen Triffitt
City of Hobart	Alderman Louise Blomfield and Michael Stretton
Huon Valley Council	Mayor Sally Doyle and Lachlan Kranz
Sorell Council	Mayor Janet Gatehouse and Robert Higgins
Southern Midlands	Mayor Edwin Batt and Tim Kirkwood
Tasman Council	Mayor Rod MacDonald
STCA Interim CEO:	Jen Newman

Apologies: Blake Repine, Kim Hossack and Leigh Gray.

1. Meeting Open

1.1 Welcome

The Chairman welcomed members to the meeting and introductions were made. Apologies were noted (as above).

The decision was made to move to agenda item 3 prior to the Minister's arrival.

3. Governance

3.1 Conflict of Interest Disclosures

Jen Newman raised that her current roles as Interim CEO of STCA and a staff member of RDA Tasmania should be noted as a conflict for item 4, the discussion of STCA Future Models and the proposal from RDA Tasmania.

3.2 Confirmation of previous minutes, STCA Board meeting held on 15 July 202

Minutes from the meeting on 15 July 2024 were circulated with the agenda.

3.2.1 MOTION CARRIED: that the minutes of the STCA Board meeting held on 15 July 2024 be confirmed as a true record of this meeting.

Moved: Mayor Batt **Seconded:** Mayor Gatehouse

3.3 Action items

3.3.1 Related Party Declarations for 2023-2024

Related Party Declaration forms as required by the Tas Audit Office were circulated for signature.

2. Welcome address from the Minister

2.1 Welcome address from the Hon. Kerry Vincent, Minister for Local Government and Minister for Infrastructure

The Minister addressed the Board and spoke about his new role as Minister for Local Government and touched on his Infrastructure portfolio. The discussion then opened for questions from members.

The STCA Chairman thanked the Minister on behalf of the Board for his attendance and for making time in his busy schedule to meet and talk with members.

4. STCA Review

4.1. Presentation from Michael Stretton

Michael Stretton spoke to the papers circulated with the agenda: RDA Tasmania Proposal to STCA December 2024, and Additional Information for RDA Tasmania Proposal 16 December 2024.

MOTION CARRIED UNANIMOUSLY:

That the Southern Tasmanian Councils Authority Board agree:

1. in-principle to the formation and funding of the proposed Southern Tasmanian Council Network ('the Network') as outlined in meeting agenda papers;
2. to write to all twelve Southern Councils to seek their in-principle agreement to join the Network;
3. to draft and agree to a Terms of Reference and name for the Network;
4. to develop a Memorandum of Understanding (MOU) or Service Agreement with RDA Tasmania detailing roles, responsibilities, and funding commitments for the Network. This will include consideration of the continued involvement of the Network in key southern activities including Southern Tasmania Regional Land Use Strategy (STRUS) and Regional Climate Change Initiative (RCCI); and
5. subject to the completion of points 1 to 4, manage the winding up of the Southern Tasmania Councils Authority and transition arrangements (by 30 June 2024 or prior).

Moved: Michael Stretton **Seconded:** Mayor MacDonald

5. Other Business

No other business was raised.

6. Meeting Dates 2025

Uncertainty over the need and timing of meetings for 2025, but a couple of dates will be selected and meeting invitations circulated to lock options in.

7. Close of Meeting

11:17am.

Local Government Forum

Minutes

A meeting of the TasWaste South Local Government Forum was held on **Thursday 7 November 2024** commencing **at 1.00pm**.

Contact Us:

326 Macquarie Street
South Hobart,
Tasmania 7004

GPO Box 1521
Hobart,
Tasmania 7001

Tel: 0409 963 061
taswastesouth.tas.gov.au
ABN 71 966 321 558



Supported by the Tasmanian
Government through the Waste
and Resource Recovery Board.

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Attendance

1. REPRESENTATIVES

Council	Member Representative	
Brighton	Mayor Leigh Gray	✓
Central Highlands	Deputy Mayor Jim Allwright	✓
Clarence	Cr Beth Warren	✓
Derwent Valley	Cr Phillip Bingley	✗
Glamorgan Spring Bay	Peter Porch	✓
Glenorchy	Mayor Sue Hickey	✗
Hobart	Cr Bill Harvey	✓
Huon Valley	Mayor Sally Doyle	✓
Kingborough	David Reeve	✓
Sorell	Mayor Janet Gatehouse	✗
Southern Midlands	David Richardson	✓
Tasman	Cr Daniel Kelleher	✗

Council	Substitute Representative (for this meeting)	
Glenorchy	Emilio Reale	✓
Sorell	Greg Robertson	✓
Tasman	Cr Angela Knott	✓

2. OBSERVERS

Under the Rules Member Councils may appoint an observer to attend Forum meetings and the Annual General Meeting.

Council	Observer
Clarence	Ian Nelson, CEO
Clarence	Micky Young, Manager Waste and Sustainability
Derwent Valley	Ron Sanderson, General Manager
Hobart	Michael Stretton, CEO
Hobart	Chris Kuchinke, Manager City Resilience
Hobart	Fiona McAlpine, Program Manager Waste and Circular Economy
Huon Valley	Lachie Kranz, CEO
Huon Valley	Andrew Bourne, Senior Manager Business Enterprises
Huon Valley	Jess Lucas, Acting Manager Environmental Services
Sorell	Haylee Crowe, Customer and Business Support Officer
LGAT	Ben Morris

3. ATTENDING

Attending	
TasWaste South	Chair Dr Katrena Stephenson
TasWaste South	Director Ernie Hacker
TasWaste South	Paul Jackson
TasWaste South	Tegan Lovell
UTas Student Placement	Cooper Conlan

4. ACKNOWLEDGEMENT OF COUNTRY

TasWaste South acknowledged and paid respect to the Tasmanian Aboriginal community as the traditional and original owners and continuing custodians of the land on which we meet today.

5. WELCOME AND INTRODUCTION

The Chair of the Forum, David Reeve, welcomed all to this TasWaste South Local Government Forum.

The minutes from the 25 July 2024 forum were adopted.

Moved : Representative Beth Warren

Seconded: Representative Peter Porch

Motion carried unanimously

6. TASWASTE SOUTH ANNUAL REPORT AND FINANCIAL STATEMENTS

The Annual Report, including the financial statements, for TasWaste South for 2023-2024 was provided to attendees at the Forum. The Chair of TasWaste South, Dr Katrena Stephenson, outlined the key achievements in the reporting period.

7. TASWASTE SOUTH UPDATE

The CEO of TasWaste South provided an update on the activities of TasWaste South since the last Forum. This included:

- Strategic Plan Projects
 - Infrastructure Plan
 - Hazardous Waste Collection
 - Bin Audits
- Litter Management Plan
- High Priority Infrastructure Grant
- Rethink Waste
- Organics
- Cleanaway Contract
- UTas Sustainability Placement

8. CONTAINER REFUND SCHEME IMPLEMENTATION UPDATE

Representatives from TOMRA Cleanaway attended the Forum and presented on the current implementation of the CRS related infrastructure in Tasmania.

The focus is currently on rolling-out the infrastructure network to support the introduction of the CRS. This involves working with councils initially in their planning authority capacity before progressing to engagement and comms.

TOMRA Cleanaway are happy to attend council meetings and address councilors at individual councils should there be a desire to do so.

9. SORELL COUNCIL GREEN BIN ROLL-OUT

Greg Robertson, Manager Health and Compliance at Sorell Council, presented on the experience of introducing the service to collect green waste via kerbside collection within the Sorell municipal area.

It was noted that there were a number of challenges with the introduction of this service and significant learnings for the sector.

Attachment A is a copy of Greg's presentation.

10. UTAS SUSTAINABILITY PLACEMENT EXPERIENCE

Cooper Conlan is studying a Bachelor of Natural Environment and Conservation, majoring in Natural Environment Management, and has spent one day per week for semester 2 working with the team at TasWaste South as part of the University of Tasmania's Sustainability Placement program.

Cooper presented on his project which was to research best practice waste and resource recovery examples from interstate and overseas.

11. NEXT MEETING:

The next ordinary meeting of the TasWaste South Local Government Forum will be convened on **2 April 2025** at a venue to be confirmed.

12. CLOSURE

The meeting closed at 3.38pm.



SMC - KEMPTON
RECEIVED
09/09/24

Attachment
Agenda Item 12.1.1

APPLICATION FOR PLANNING PERMIT DEVELOPMENT / USE

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

Proposed use/development:
(Provide details of proposed works and use).

Works to the existing Clubrooms and Change Rooms Building
The existing building's floor area is currently 346m². The proposal indicates a minor extension (4.5m²), major renovations and alterations (184m²) and general refurbishment to the remainder of the building (157m²). A new build steel framed roofed verandah is proposed to the front viewing area of the building (105m²)

Works to the proposed Change Rooms Building
The new building is 138m² with a similar design verandah (105m²)

Location of Development:
(If the development includes more than one site, or is over another property include address of both Properties).

Oatlands Recreation Ground, 29 High Street Oatlands

Certificate of Title/s Volume Number/Lot Number:

CT 126116/1

Land Owners Name:

Southern Midlands Council

Applicant's Name:

Andrew Benson,
Deputy General Manager, Southern Midlands Council - ABN 68 653 459 589

Contact details:

PO Box 21 Oatlands, Tas 7120
03 62545000, 0429 852 730
mail@southernmidlands.tas.gov.au abenson@southernmidlands.tas.gov.au

Details Tax Invoice for application fees to be in the name of:
(if different from applicant)

As above	
<i>Full Name/s or Full Business or Company Name and ABN if registered business or company name</i>	
Print email address	ABN

What is the estimated value of all the new work proposed
\$2,301,500.00 as per the attached Order of Costs



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RECEIVED
09/09/24

Attachment Agenda Item 12.1.1

For Commercial Planning Permit Applications Only

Signage: Yes No

If yes, attach details: size, location and art work

Existing hours of operation				Proposed hours of new operation			
Hours	to		Hours	am	to	pm	
Weekdays	17.00	23.00	Weekdays	10.00	23.00		
Sat	10.00	23.00	Sat	10.00	23.00		
Sun	10.00	20.00	Sun	10.00	20.00		

Number of existing employees: Number of proposed new employees:

Traffic Movements:	Number of commercial vehicles serving the site at present	1/week	Approximate number of commercial vehicles servicing the site in the future	1/week
Number of Car Parking Spaces:	How many car spaces are currently provided	32	How many new car spaces are proposed	Nil

Is the development to be staged: Yes No

Please attach any additional information that may be required by Part 6.1 *Application Requirements* of the Tasmanian Planning Scheme – Southern Midlands.

Signed Declaration [Redacted]

I/we as owner of the land or person with consent of the owner hereby declare that:

- I/we have read the Certificate of Title and Schedule of Easements for the land and I/we are satisfied that this application is not prevented by any restrictions, easements or covenants.
- I/we provide permission by or on behalf of the applicant for Council officers to enter the site to assess the application.
- The information given in this application is true and accurate. I/we understand that the information and materials provided with this application may be made available to the public. I/we understand that the Council may make such copies of the information and materials as, in its opinion, are necessary to facilitate a thorough consideration of the application.
- I/we have secured the necessary permission from the copyright owner to communicate and reproduce the plans submitted with the application for assessment. I/we indemnify the Southern Midlands Council for any claim or action taken against it regarding a breach of copyright in respect of any of the information or material provided.
- I/we declare that, in accordance with Section 52(1) of the Land Use Planning and Approvals Act 1993, that I have notified the owner of the intention to make this application. Where the subject property is owned or controlled by Council or the Crown, their consent is attached and the application form signed by the Minister of the Crown responsible and/or the General Manager of the Council.

Applicant Signature (If not the Title Owner)	Applicant Name (please print)	Date
	Andrew Benson (DGM SMC)	06.09.24
Land Owner(s) Signature	Land Owners Name (please print)	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

refer to attached letter from the GM, representing the Land Owner



6th September 2024

The Manager
Development & Environmental Services
Southern Midlands Council
85 Main Street
KEMPTON TAS 7030

Dear Grant

**DEVELOPMENT APPLICATION
OATLANDS RECREATION GROUND – 29 HIGH STREET OATLANDS
ALTERATIONS AND ADDITIONS TO THE EXISTING CLUBROOMS/CHANGE ROOMS
PLUS
CONSTRUCTION OF NEW CHANGE ROOMS**

I write to you to provide you with the Owners Declaration for a Development Application under s52 of the Land Use Planning and Approvals Act 1993.

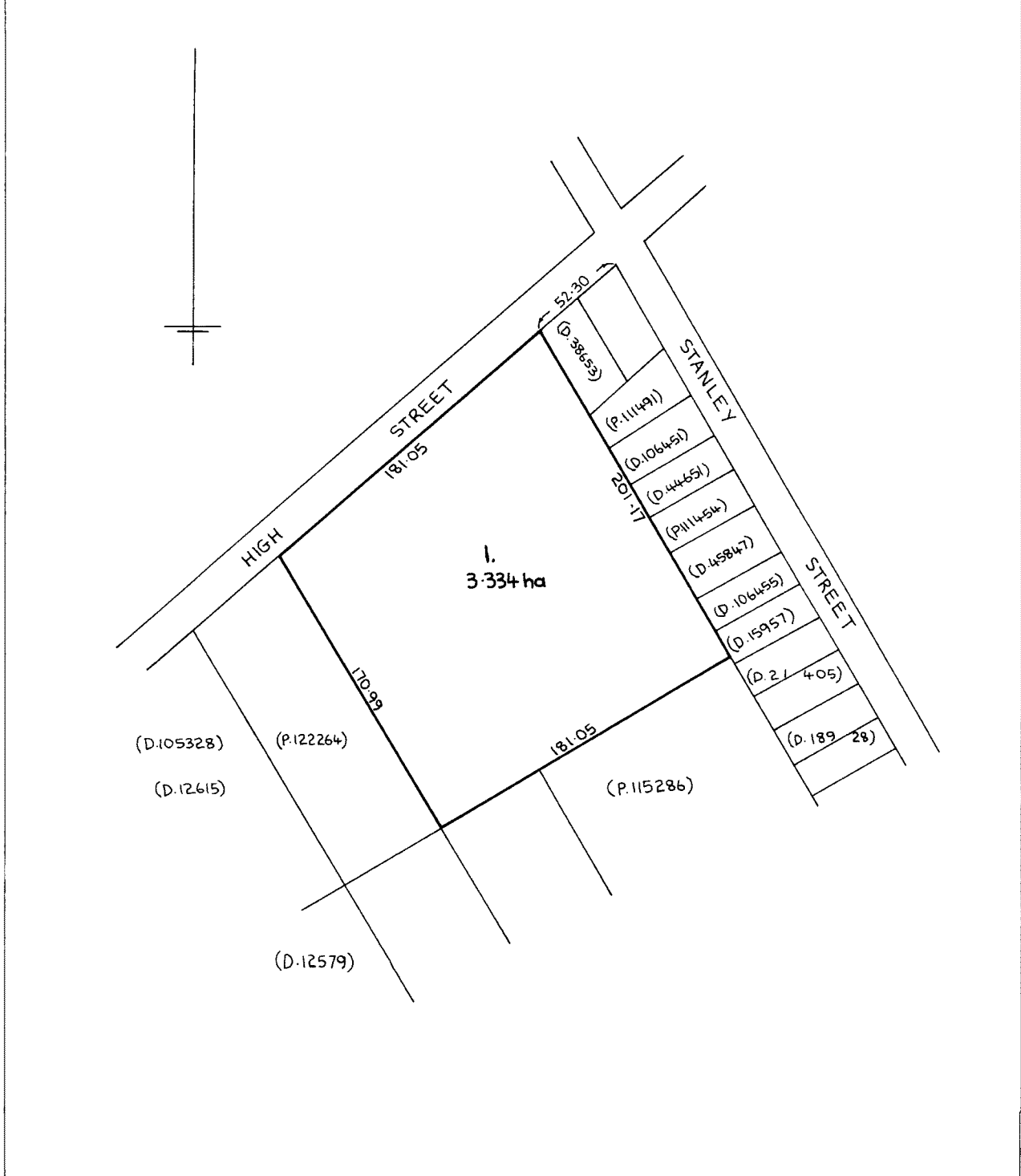
As the duly authorised officer, I hereby give my permission for the lodgment of the abovementioned Development Application that covers land owned by the Southern Midlands Council.

Yours sincerely

Tim Kirkwood
General Manager

FILE NUMBER A.16810 GRANTEE PART OF 219181P, GRANTED TO HENRY BILTON		<h2>CONVERSION PLAN</h2>		REGISTERED NUMBER <h1>P 126116</h1>
		LOCATION TOWN OF OATLANDS (SECTION Q)		APPROVED 1.1 OCT 1996 <i>Michael Dan</i> Recorder of Titles
		CONVERTED FROM 8/3797		
		NOT TO SCALE LENGTHS IN METRES		
MAPSHEET MUNICIPAL CODE No. 125	LAST UPI No. 2500517	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN		DRAWN D.B.

SKETCH BY WAY OF ILLUSTRATION ONLY
"EXCEPTED LANDS"



A-183 D.B.

SEARCH OF TORRENS TITLE

VOLUME 126116	FOLIO 1
EDITION 3	DATE OF ISSUE 20-Feb-1998

SEARCH DATE : 26-Apr-2024
SEARCH TIME : 11.48 AM

DESCRIPTION OF LAND

Town of OATLANDS
Lot 1 on Plan 126116
Being the land described in Conveyance 8/3797
Derivation : Part of 21A-1R-1P. Granted to Henry Bilton
Derived from A16810

SCHEDULE 1

SOUTHERN MIDLANDS COUNCIL

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
C70271 LEASE to OATLANDS FOOTBALL CLUB INC of a leasehold
estate for the term of 99 years from 15-April-1996 of
a building erected on the said land within described
as shown by a sketch diagram on the said lease
Registered 17-Feb-1998 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

PHILP LIGHTON ARCHITECTS

Attachment
Agenda Item 12.1.1
49 Sandy Bay Road
Hobart Tasmania 7004
(03) 6224 2432
hobart@philplighton.com.au
www.philplighton.com.au
Hobart/Launceston

Our Ref: PG/095.24100

05 December 2024

Bernadette Conde

Planning Officer

Southern Midlands Council

PO Box 21

OATLANDS TAS 7120

Email: bconde@southernmidlands.tas.gov.au

Cc Patrick Stanton SMG

Dear Bernadette

RFAI DA2400111

SMC - Oatlands Recreation Ground

Existing Football Clubrooms Refurbishment

New Changerooms Building

Thank you for your request for additional information dated 20 September 2024. Please find following the additional information as requested, numbered as per the RFAI

1. Site Plan and Elevations

PLA drawing set REV D is attached showing the site plan and elevations, together with the information as per the following advice from the Heritage Advisor

Directors

Peter Gaggin FRAIA
Thomas Floyd AIA
Anthony Dalgleish AIA

Associate Directors

Mark Kukola AIA
Richard Headlam AIA
Kelsie Langley AIA

2. Heritage Precinct

We attach the assessment advice from the project heritage advisor, Brad Williams, against the heritage provisions under the planning scheme, also noting the following:

- Heritage provisions reviewed against PLA drawings REV C that have been subsequently modified (as REV D) to include compliance suggestions / requirements
- Colorbond “*Shale Grey*” is proposed for the new roofs. This is a neutral Colorbond colour that approximates the colour of a galvanized roof in a contemporary cost-effective long life low maintenance finish
- External masonry has been amended to face brickwork that would be laid in a “traditional” stretcher bond. Bricks would be dark red similar to “*Austral Homestead Blackwood or Red Gum.*”

Possible Heritage Impact

Refer discussion within the *Williams Report*

Assessment against applicable standards - Refer *Williams Report*

C6.7 Local heritage precincts

C6.7.1 Demolition within a local heritage precinct

C6.7.3 Building and Works Excluding Demolition

3. Taswater

Refer JMG Engineers’ advice / response (pending)

Should you require further information, please do not hesitate to contact me.

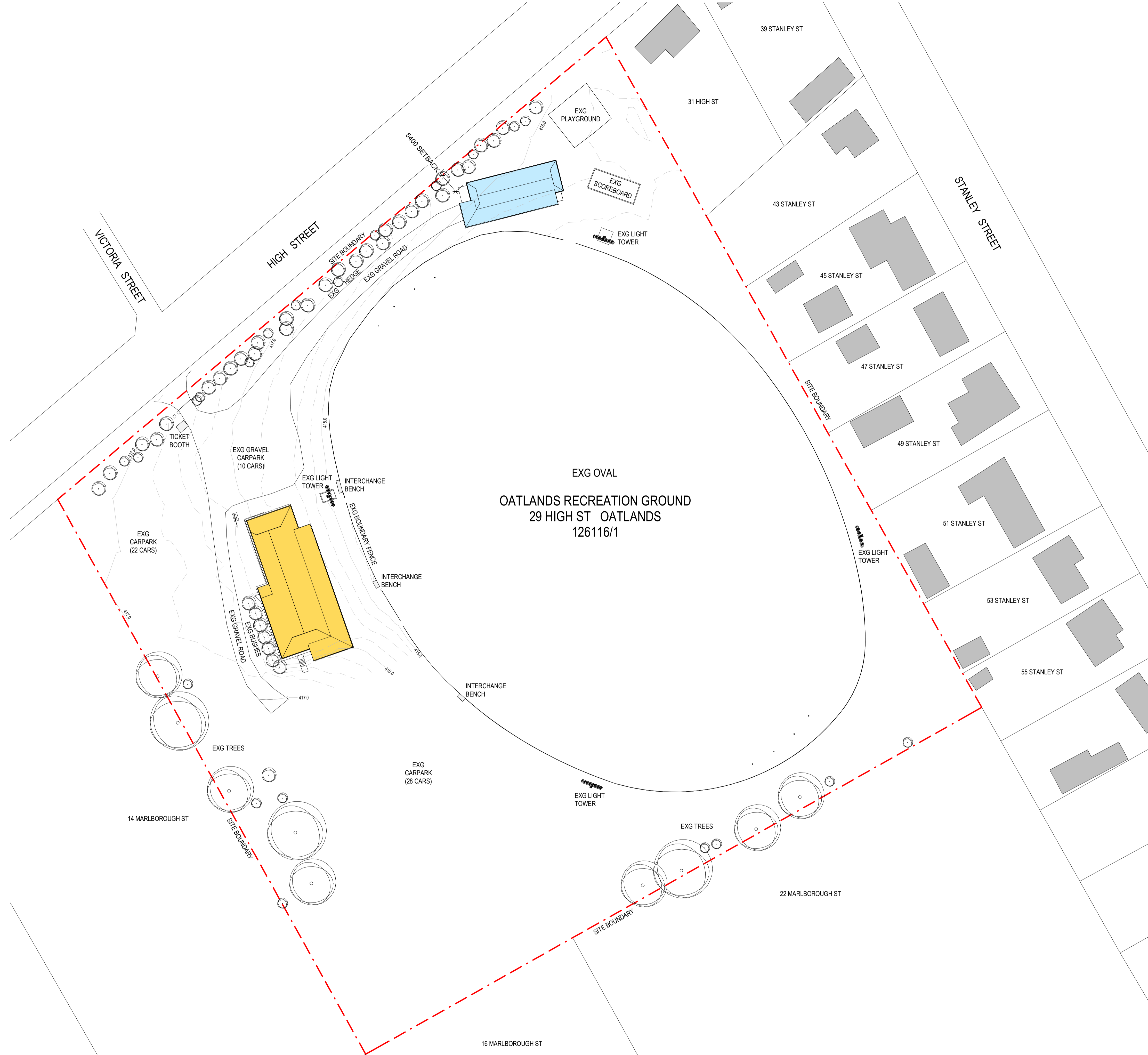
Yours sincerely

PHILP LIGHTON ARCHITECTS PTY LTD



Peter Gaggin

cc: Patrick Stanton - SMG



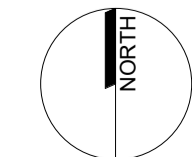
OATLANDS RECREATION GROUND
29 HIGH ST OATLANDS
126116/1

OATLANDS RECREATION GROUND

CLIENT: SOUTHERN MIDLANDS COUNCIL
ADDRESS: OATLANDS FOOTBALL CLUB HIGH ST OATLANDS TAS 7120
Accredited Designers: Anthony Dalgleish: 567913835
Peter Gaggin: CC597A
Thomas Floyd: 611726568

SITE PLAN LEGEND

	TITLE BOUNDARY
	EXISTING BUILDING
	RENOVATED EXISTING BUILDING
	PROPOSED BUILDING

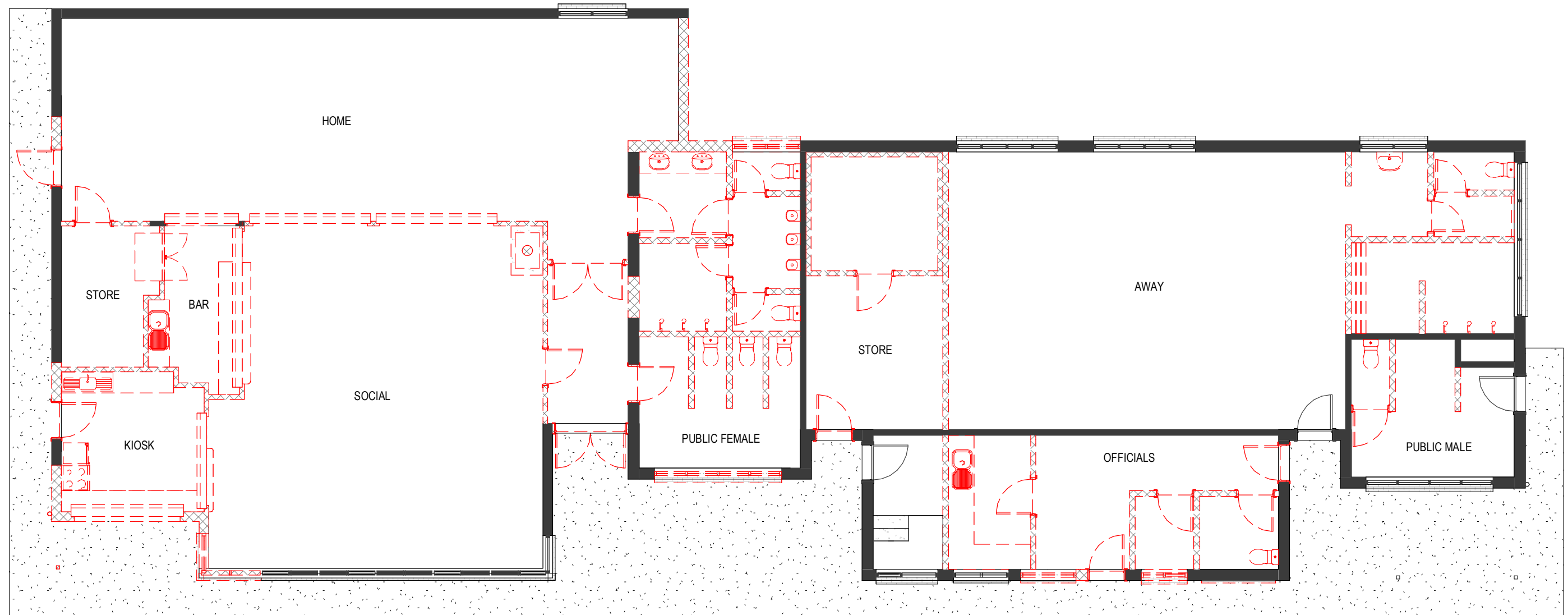


0 10 20 30m

DESIGN DEVELOPMENT

SITE PLAN	DRAWING No:	SK001
	PROJECT No:	095.24118
© This drawing is copyright and remains the property of Philp Lighton Architects Pty Ltd	SCALE:	1:500 @ A1
	DATE:	09-12-24
	REVISION:	D

Autodesk Docs:095-24118 SMC OATLANDS RECREATION 09-12-24 09:12:24 10:27:53 AM

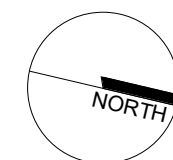


OVAL

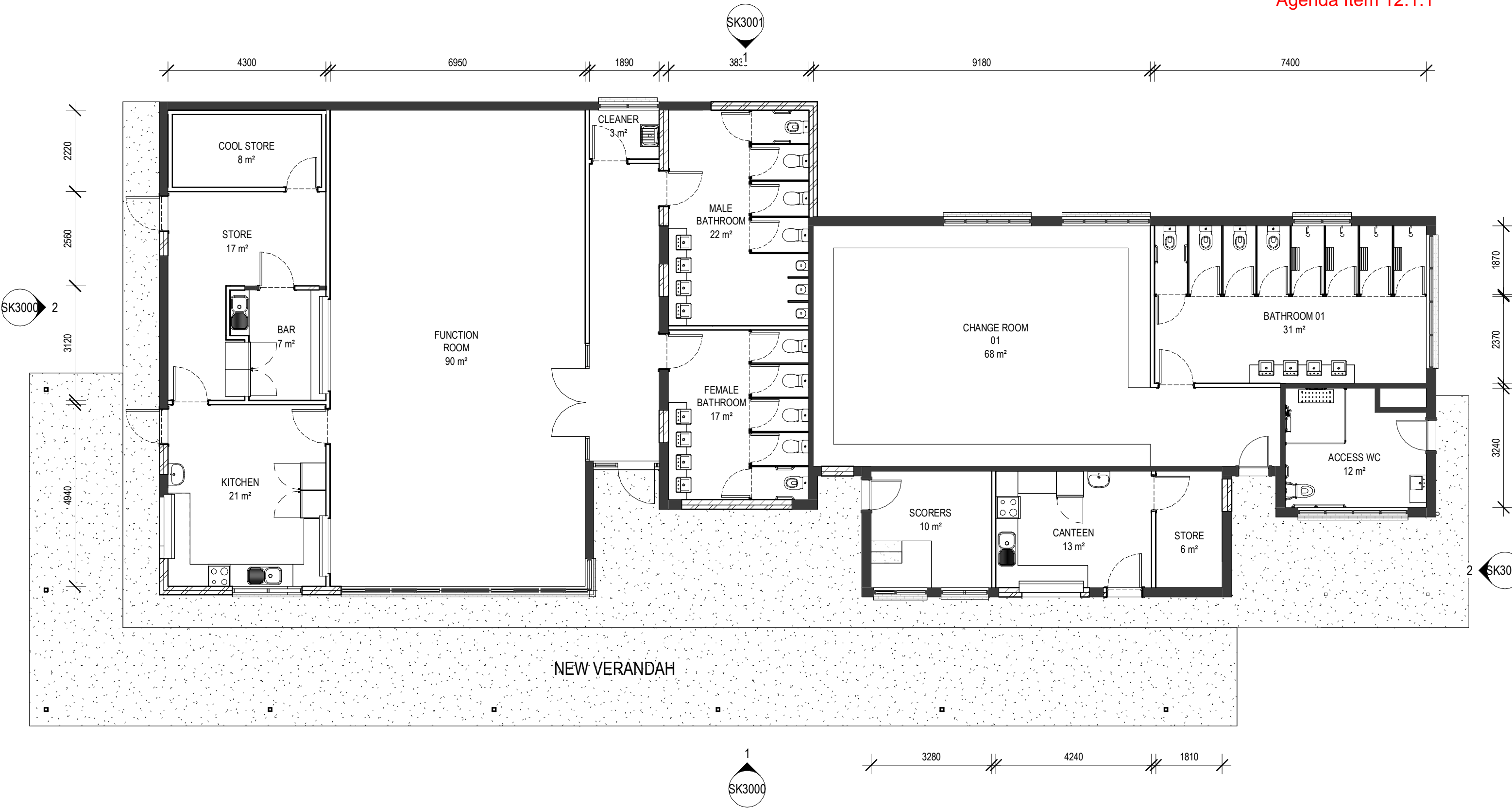
--- WALLS TO BE DEMOLISHED

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OATLANDS RECREATION GROUND
 CLIENT: SOUTHERN MIDLANDS COUNCIL
 ADDRESS: OATLANDS FOOTBALL CLUB HIGH ST OATLANDS TAS 7120
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 Thomas Floyd: 611728668

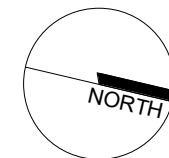


EXISTING BUILDING FLOOR PLAN DEMOLITION	DRAWING No:	SK002
	PROJECT No:	095-24118
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	DATE:	09-12-24
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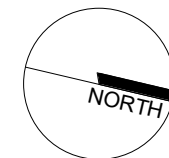
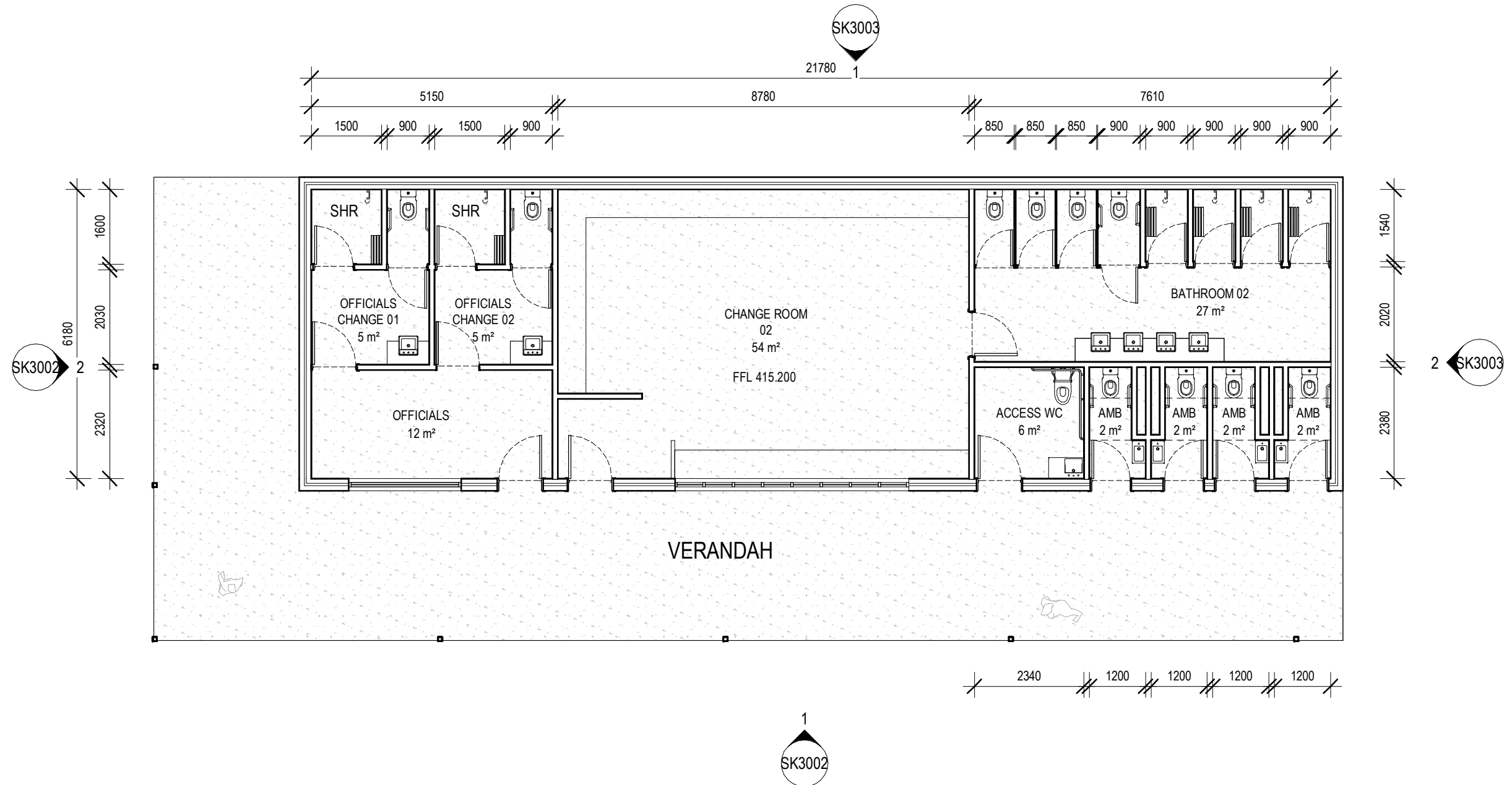


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OATLANDS RECREATION GROUND
 CLIENT: SOUTHERN MIDLANDS COUNCIL
 ADDRESS: OATLANDS FOOTBALL CLUB HIGH ST OATLANDS TAS 7120
 Accredited Designers: Anthony Dagleish: 567913835
 Peter Gaggin: CC997A
 Thomas Floyd: 611728668



EXISTING BUILDING FLOOR PLAN PROPOSED		DRAWING No: SK003
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NEW BUILDING FLOOR PLAN - PROPOSED	DRAWING No:	SK004
	PROJECT No:	095-24118
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	DATE:	09-12-24
	REVISION:	D



EXISTING BUILDING -VIEW FROM CARPARK



EXISTING BUILDING VIEW TO KIOSK



EXISTING BUILDING VIEW FROM OVAL



EXISTING BUILDING VIEW FROM VERANDAH

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OATLANDS RECREATION GROUND
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 ADDRESS: OATLANDS FOOTBALL CLUB HIGH ST OATLANDS TAS 7120
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3D VIEWS 01	DRAWING No:	SK005
	PROJECT No:	095-24118
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	DATE:	09-12-24
	REVISION:	D



NEW BUILDING VIEW FROM APPROACH



NEW BUILDING VIEW FROM EAST



NEW BUILDING VIEW FROM VERANDAH

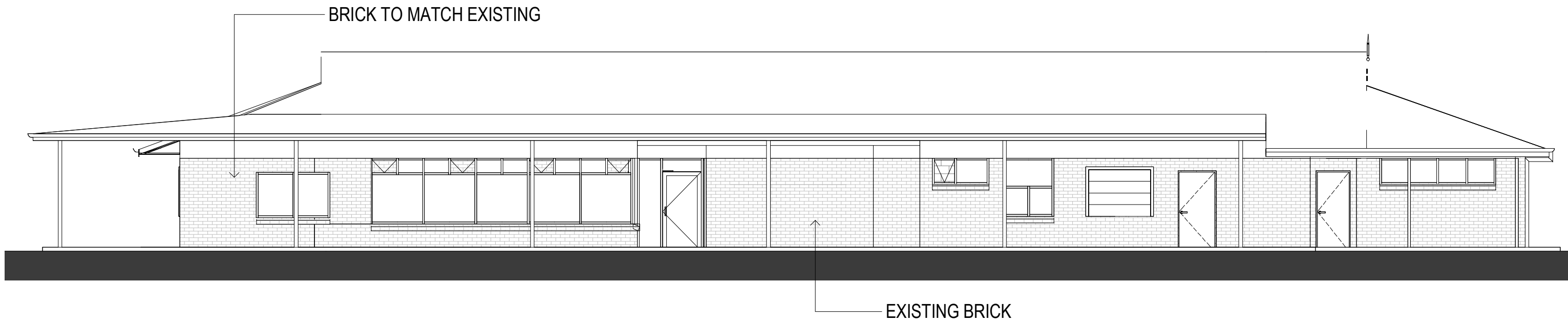


VIEW FROM OVAL

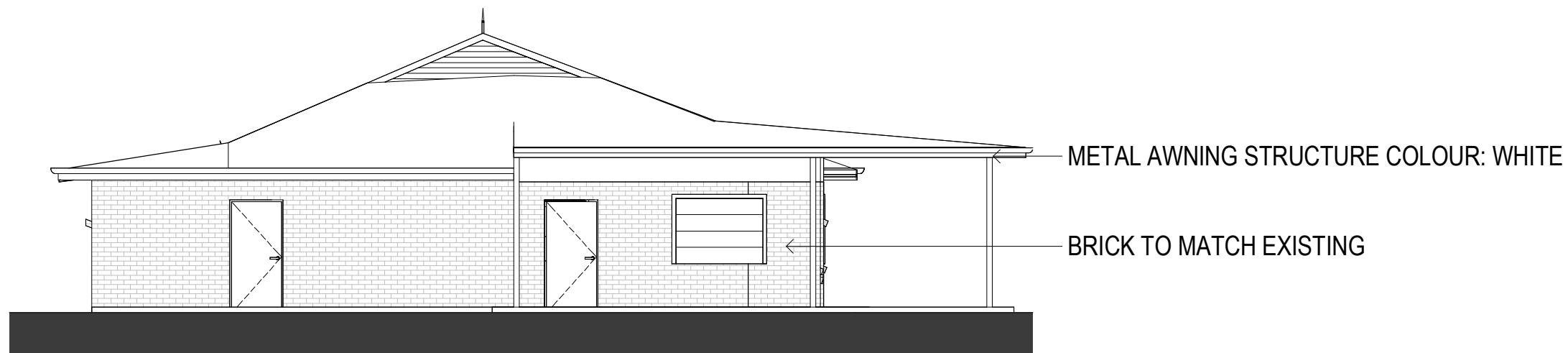
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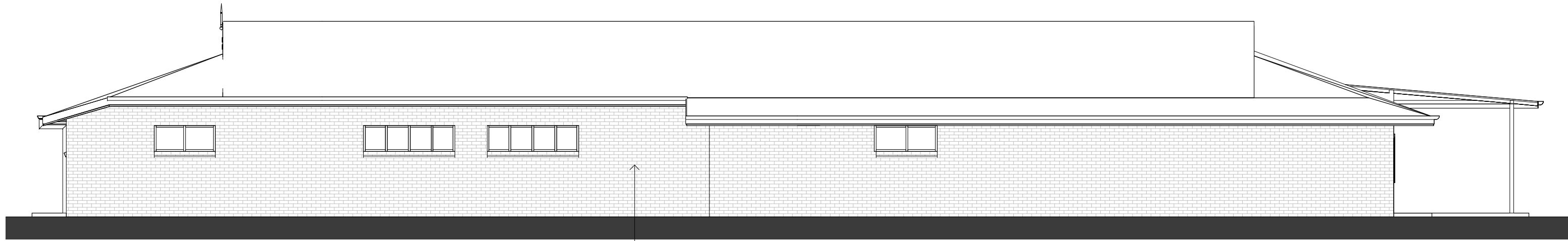
3D VIEWS 02	DRAWING No:	SK006
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	DATE:	09-12-24
	REVISION:	D



1 EXISTING CLUBROOM EAST ELEVATION - TO OVAL
1:100



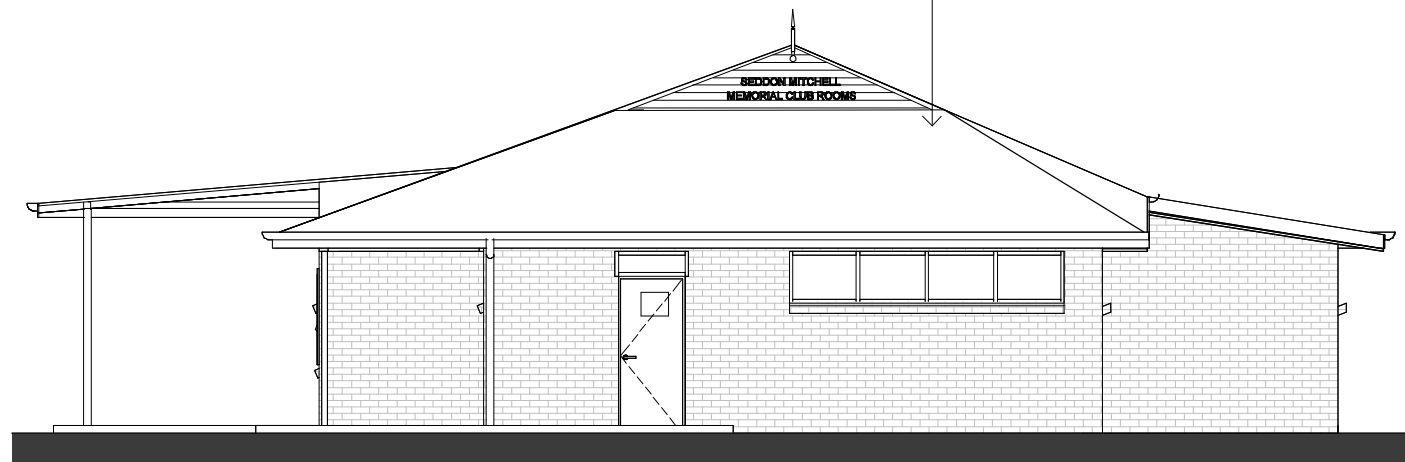
2 EXISTING CLUBROOM SOUTH ELEVATION
1:100



1 EXISTING CLUBROOM WEST ELEVATION
1 : 100

EXISTING BRICK

EXISTING ROOF AND SIGNAGE TO BE MAINTAINED

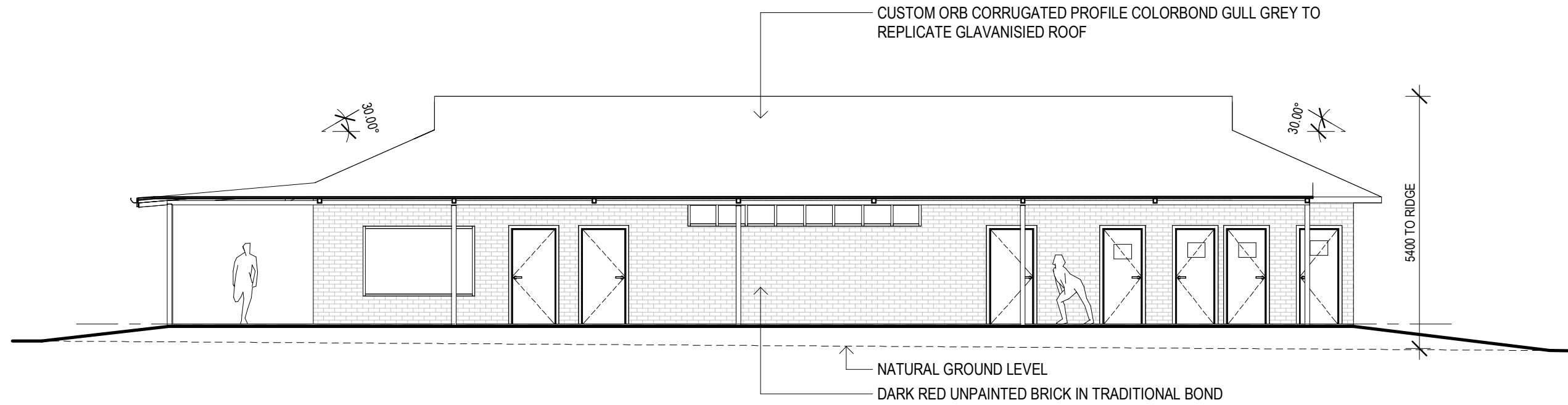


2 EXISTING CLUBROOM NORTH ELEVATION
1 : 100

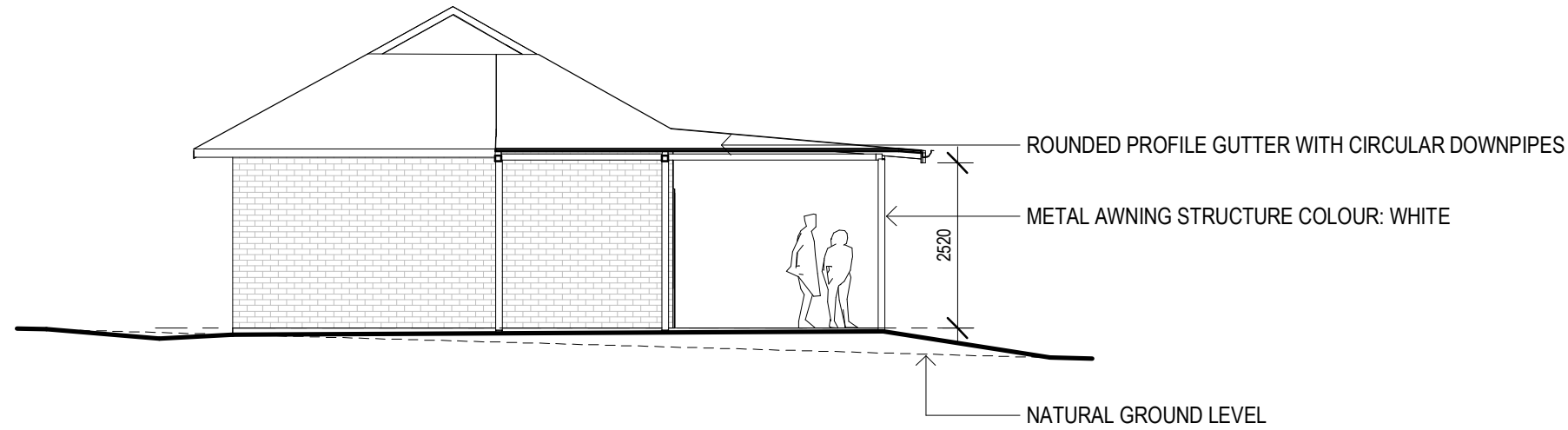
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OATLANDS RECREATION GROUND
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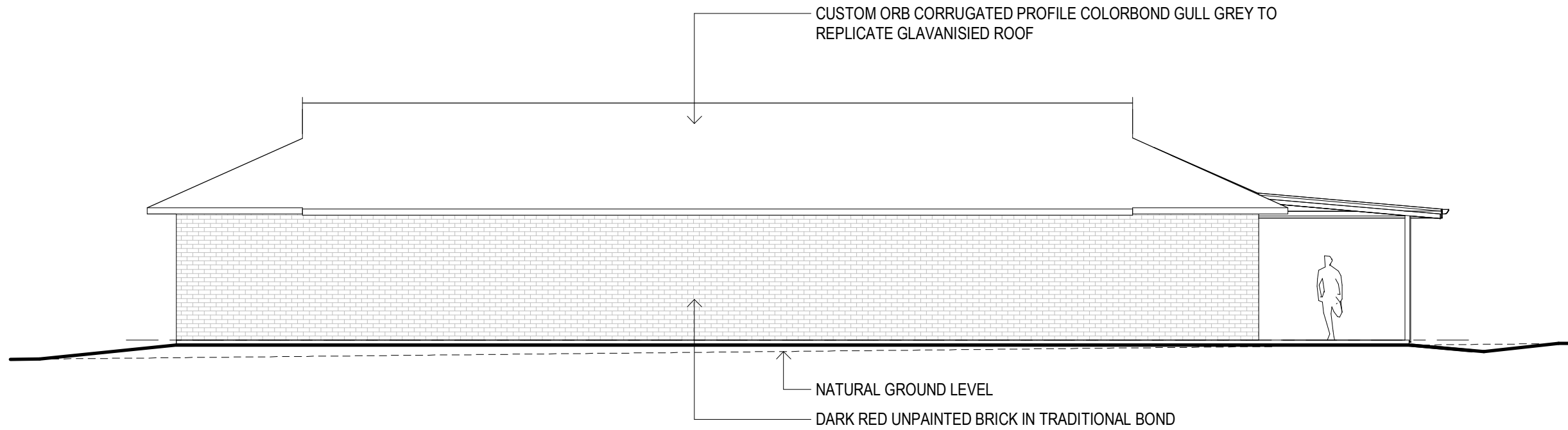
EXISTING CLUB ROOMS ELEVATIONS 02	DRAWING No:	SK3001
	PROJECT No:	095-24118
© This drawing is copyright and remains the property of Philp Lighton Architects Pty Ltd	SCALE:	1 : 100 @ A3
	DATE:	09-12-24
	REVISION:	D



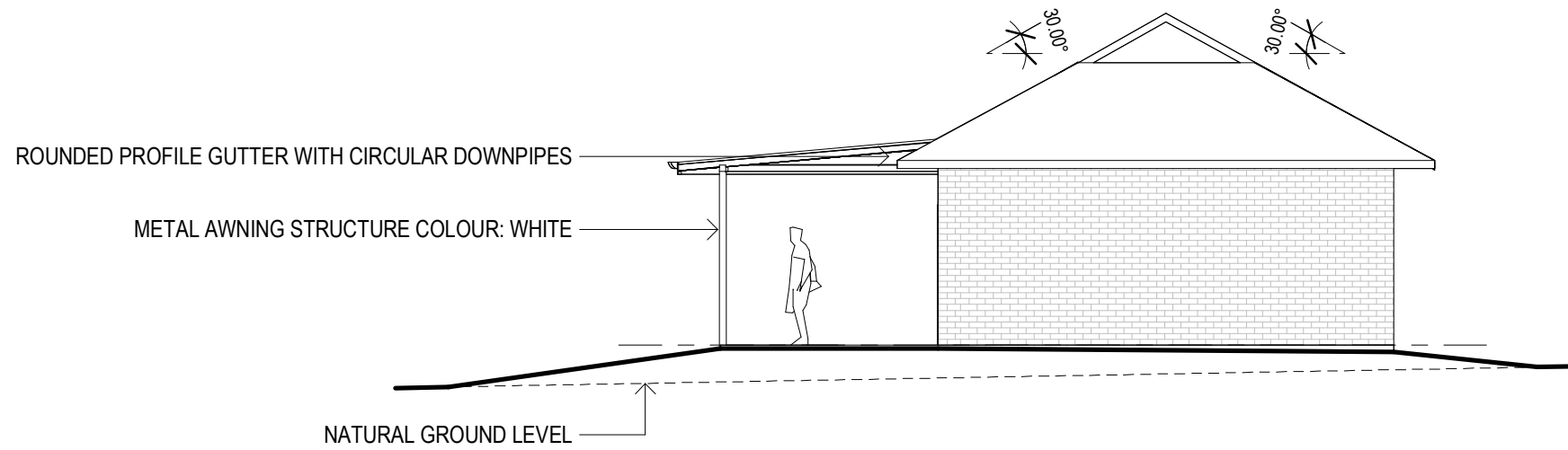
1 NEW CHANGE ROOMS SOUTH ELEVATION - TO OVAL
1 : 100



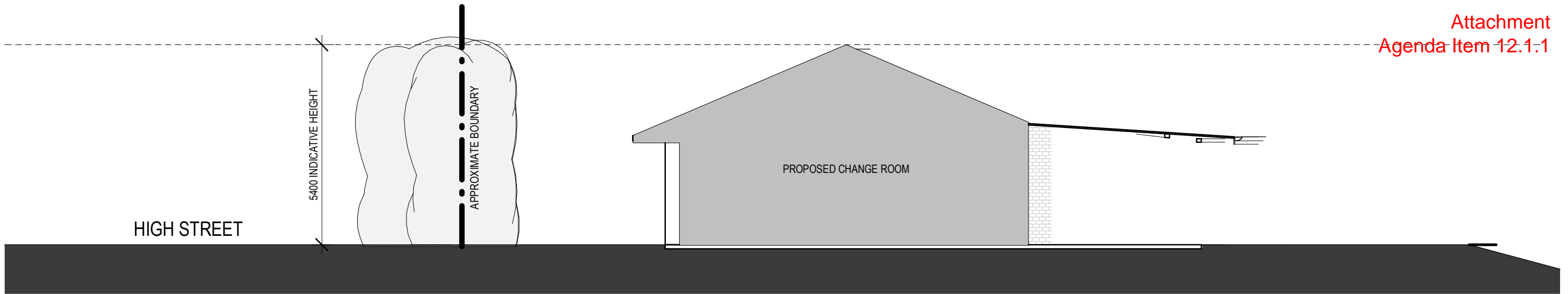
2 NEW CHANGE ROOMS WEST ELEVATION
1 : 100



1 NEW CHANGE ROOMS NORTH ELEVATION
1 : 100



2 NEW CHANGE ROOMS EAST ELEVATION
1 : 100



1 INDICATIVE SECTION
1 : 100



HIGH STREET - LOOKING DOWN

**PHILP
LIGHTON
ARCHITECTS**

OATLANDS RECREATION GROUND
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 ADDRESS: OATLANDS FOOTBALL CLUB HIGH ST OATLANDS TAS 7120
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 Thomas Floyd: 611728668

STREET SECTION		DRAWING No: SK3500
		PROJECT No 095-24118
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	DATE: 09-12-24	



NOTES:

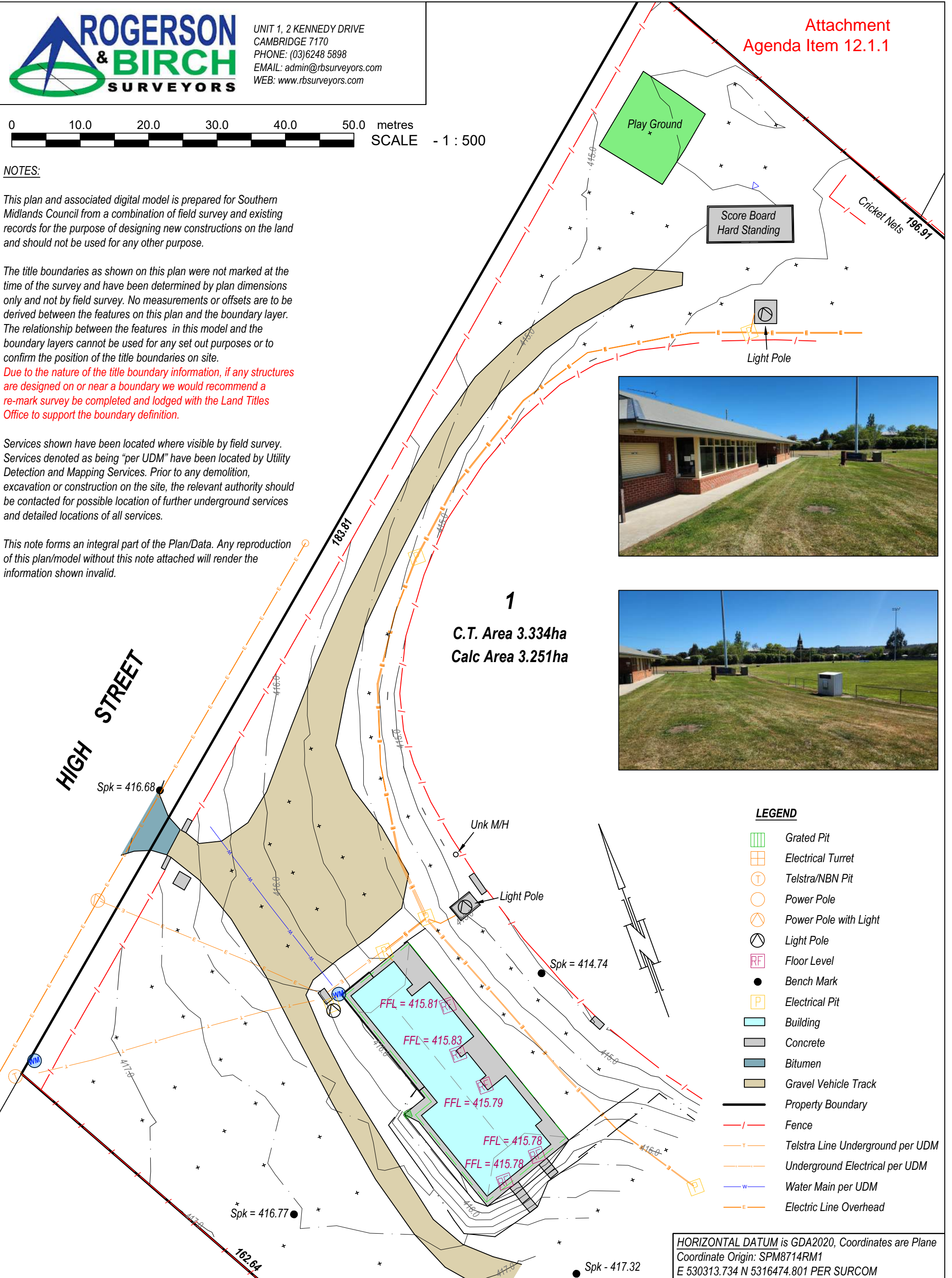
This plan and associated digital model is prepared for Southern Midlands Council from a combination of field survey and existing records for the purpose of designing new constructions on the land and should not be used for any other purpose.

The title boundaries as shown on this plan were not marked at the time of the survey and have been determined by plan dimensions only and not by field survey. No measurements or offsets are to be derived between the features on this plan and the boundary layer. The relationship between the features in this model and the boundary layers cannot be used for any set out purposes or to confirm the position of the title boundaries on site.

Due to the nature of the title boundary information, if any structures are designed on or near a boundary we would recommend a re-mark survey be completed and lodged with the Land Titles Office to support the boundary definition.

Services shown have been located where visible by field survey. Services denoted as being "per UDM" have been located by Utility Detection and Mapping Services. Prior to any demolition, excavation or construction on the site, the relevant authority should be contacted for possible location of further underground services and detailed locations of all services.

This note forms an integral part of the Plan/Data. Any reproduction of this plan/model without this note attached will render the information shown invalid.



LEGEND

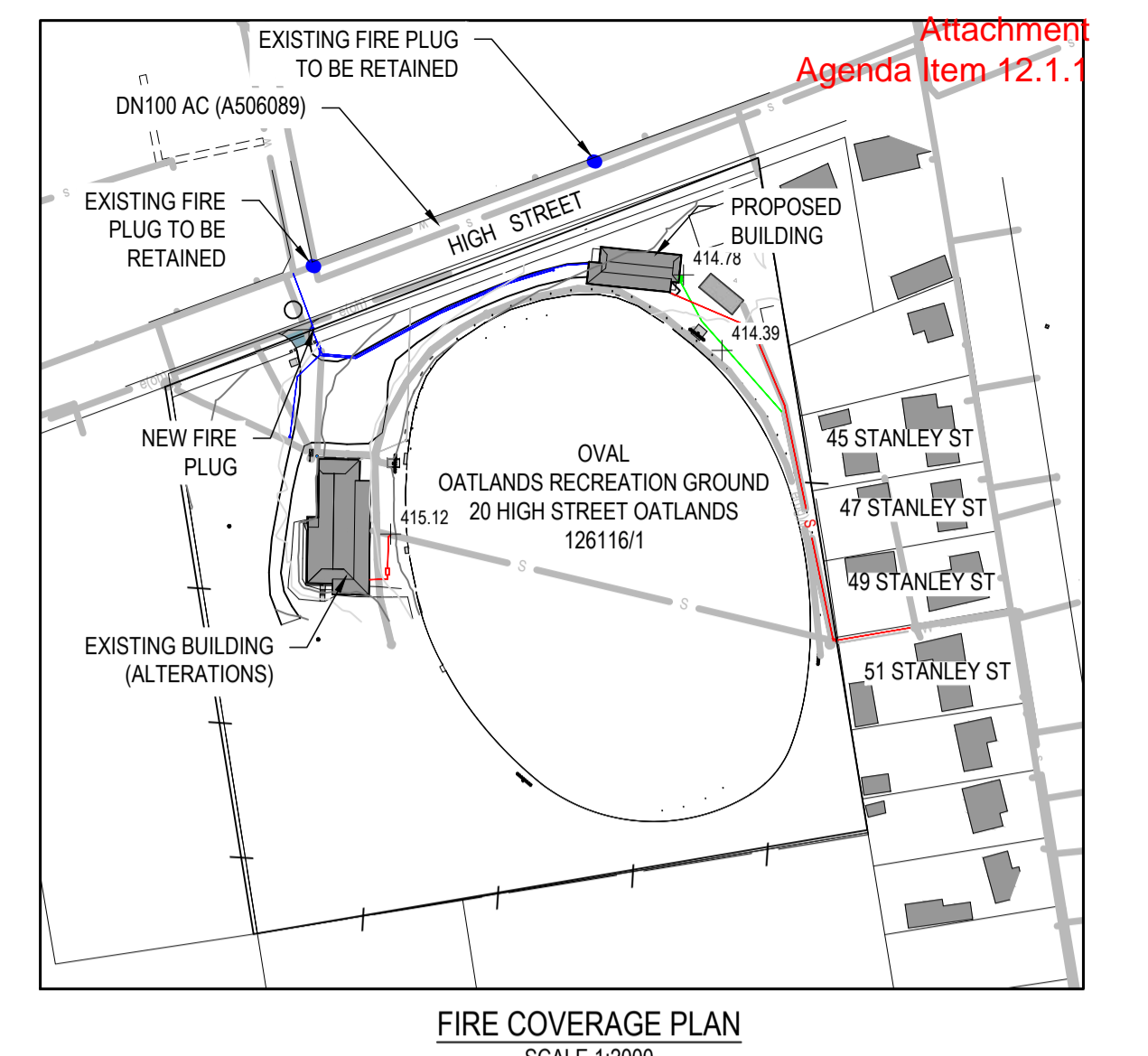
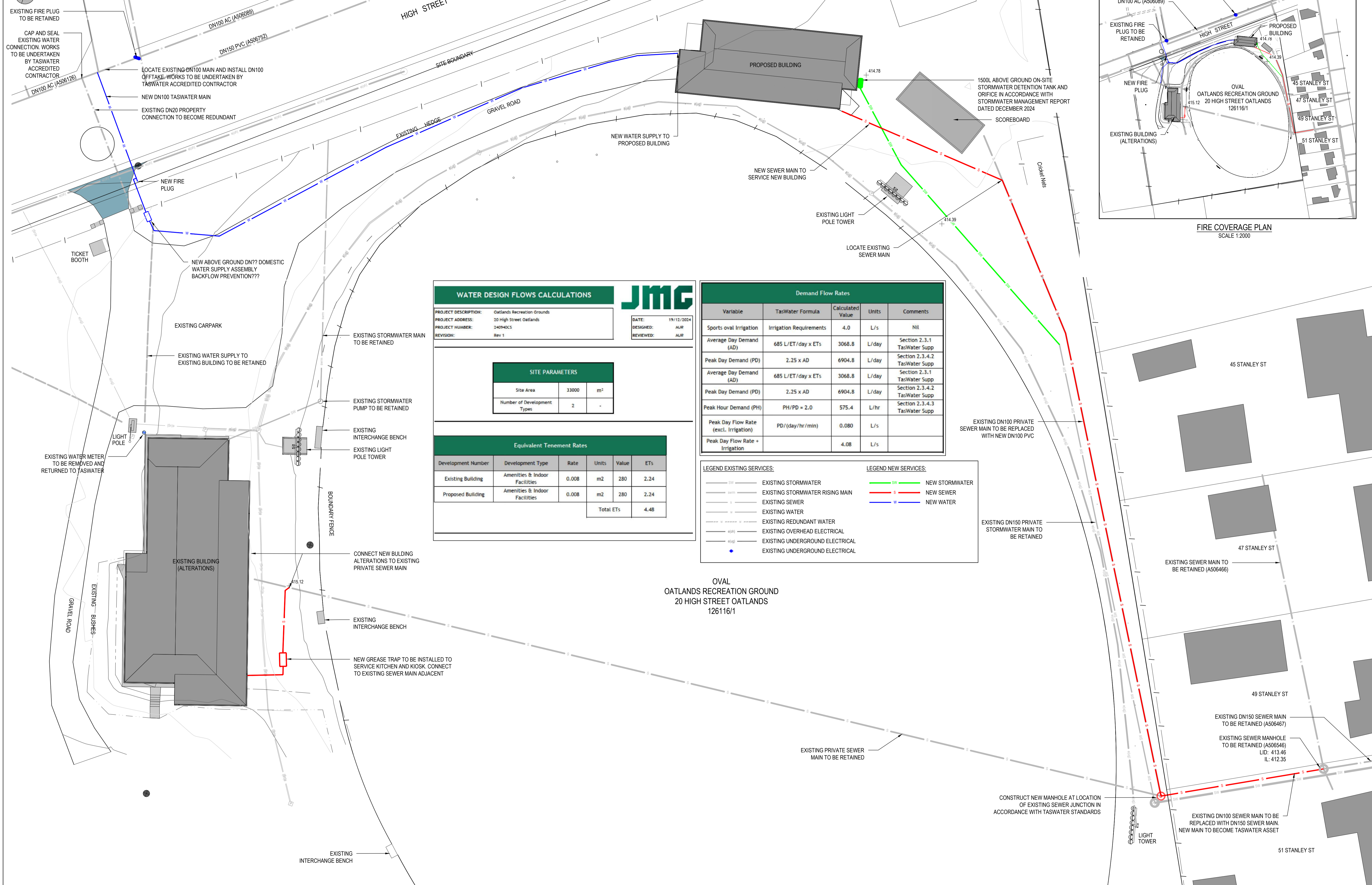
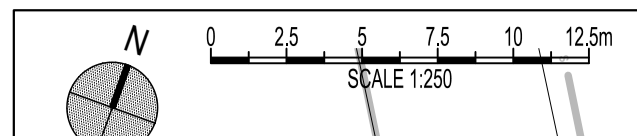
- Grated Pit
- Electrical Turret
- Telstra/NBN Pit
- Power Pole
- Power Pole with Light
- Light Pole
- Floor Level
- Bench Mark
- Electrical Pit
- Building
- Concrete
- Bitumen
- Gravel Vehicle Track
- Property Boundary
- Fence
- Telstra Line Underground per UDM
- Underground Electrical per UDM
- Water Main per UDM
- Electric Line Overhead

HORIZONTAL DATUM is GDA2020, Coordinates are Plane
Coordinate Origin: SPM8714RM1
E 530313.734 N 5316474.801 PER SURCOM

E				
D				
C				
B				
A				
REV	AMENDMENTS	DRAWN	DATE	APPR.

Contour & Detail Plan
FOR: SOUTHERN MIDLANDS COUNCIL
LOCATION: OATLANDS FOOTBALL CLUB
29 HIGH STREET
OATLANDS

Date:	Contour interval:	Reference:
08-11-2024	0.25m	SOUTM02 15825-01
Drawn:	Scale:	Bearing Datum:
AH	1:500 (A3)	MGA
Approved:	C.T. Reference:	Vertical Datum:
AB	12116/1	AHD



WATER DESIGN FLOWS CALCULATIONS	
PROJECT DESCRIPTION:	Oatlands Recreation Grounds
PROJECT ADDRESS:	20 High Street Oatlands
PROJECT NUMBER:	240940CS
REVISION:	Rev 1
DATE:	19/12/2024
DESIGNED:	MJR
REVIEWED:	MJR

SITE PARAMETERS		
Site Area	33000	m ²
Number of Development Types	2	-

Equivalent Tenement Rates					
Development Number	Development Type	Rate	Units	Value	ETs
Existing Building	Amenities & Indoor Facilities	0.008	m ²	280	2.24
Proposed Building	Amenities & Indoor Facilities	0.008	m ²	280	2.24
Total ETs					4.48

Demand Flow Rates				
Variable	TasWater Formula	Calculated Value	Units	Comments
Sports oval Irrigation	Irrigation Requirements	4.0	L/s	Nil
Average Day Demand (AD)	685 L/ET/day x ETs	3068.8	L/day	Section 2.3.1 TasWater Supp
Peak Day Demand (PD)	2.25 x AD	6904.8	L/day	Section 2.3.4.2 TasWater Supp
Average Day Demand (AD)	685 L/ET/day x ETs	3068.8	L/day	Section 2.3.1 TasWater Supp
Peak Day Demand (PD)	2.25 x AD	6904.8	L/day	Section 2.3.4.2 TasWater Supp
Peak Hour Demand (PH)	PH/PD = 2.0	575.4	L/hr	Section 2.3.4.3 TasWater Supp
Peak Day Flow Rate (excl. Irrigation)	PD/(day/hr/min)	0.080	L/s	
Peak Day Flow Rate + Irrigation		4.08	L/s	

- LEGEND EXISTING SERVICES:
- SW — EXISTING STORMWATER
 - SW — EXISTING STORMWATER RISING MAIN
 - S — EXISTING SEWER
 - W — EXISTING WATER
 - (red) — EXISTING REDUNDANT WATER
 - (grey) — EXISTING OVERHEAD ELECTRICAL
 - (grey) — EXISTING UNDERGROUND ELECTRICAL
 - — EXISTING UNDERGROUND ELECTRICAL
- LEGEND NEW SERVICES:
- SW — NEW STORMWATER
 - S — NEW SEWER
 - W — NEW WATER

OVAL
OATLANDS RECREATION GROUND
20 HIGH STREET OATLANDS
126116/1

Attachment
Agenda Item 12.1.1

STORMWATER MANAGEMENT REPORT

NEW CHANGE ROOMS AND ADDITIONS AND
ALTERATIONS TO EXISTING CLUB ROOMS

OATLANDS RECREATION GROUND, 29 HIGH STREET

SOUTHERN MIDLANDS COUNCIL
DECEMBER 2024



JMG

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 4. Water Quality7
 5. Conclusions8

Appendix A - Stormwater Detention Tank Detail

Appendix B - Stormwater Calculations

Issuing Office: 117 Harrington Street, Hobart 7000								
JMG Project No. 240940CS								
Document Issue Status								
Ver.	Issue Date	Description	Originator		Checked		Approved	
1	17/12/2024	Issued for DA	CAG	<i>[Signature]</i>	MJR	<i>[Signature]</i>	CJM	<i>[Signature]</i>

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1. Introduction

JMG has been engaged by the Southern Midlands Council to prepare a stormwater management report addressing a request for additional information related to the planning application (DA 2024/111) for the new change rooms and alterations to existing club rooms at Oatlands Recreation Ground, 29 High Street, Oatlands.

The site is to be developed with a new Change Room building on the eastern side of the ground as shown on Philp Lighton Architect's site plan 095.24118-A0100

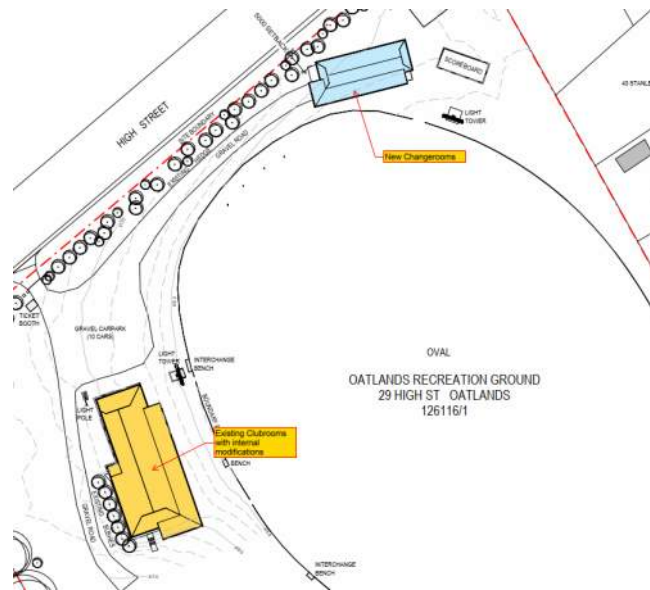


Figure 1: Proposed Site Plan

Existing grassed areas around the perimeter of the oval will be utilised for parking with no change to the existing surface materials. The existing football clubrooms will also be renovated but with no change to the building footprint.

This report aims to demonstrate that the proposed stormwater drainage system will be able to accommodate a storm with a 5% AEP when the land serviced by the system is fully developed and that site will not exceed pre-existing runoff levels or, where increased runoff occurs, it can be accommodated within existing or upgraded public stormwater infrastructure. Additionally, it will confirm compliance with the stormwater treatment standards specified in Table 3 (Water Quality Treatment Targets) of the DEP and LGAT Stormwater Policy Guidance.

2. Hydrology and Proposed Minor System

The stormwater flows for the site are being designed using the Rational Method. Given the size of the site and the quick time of concentration, this methodology is suitable and widely accepted for developments of this scale. The Rational Method provides a reliable approach for estimating peak flows in small catchments, ensuring efficient stormwater design outcomes.

The ARR Data Hub, which sources information from the Climate Change in Australia website, provides projections for Interim Climate Change Factors across the country. However, ARR recommends that the design of significant stormwater infrastructure considers the predicted climate change increase for the year 2100, whereas the Data Hub only provides data projections up to 2090. To address this gap, the data was extrapolated linearly to determine

the factor for the year 2100. This simple yet appropriate extrapolation ensures consistency with the dataset and aligns with ARR guidelines.

Table 1: Climate Change, Allowance

Location	Oatlands Tasmania
Representative Concentration Pathway (RCP)	8.5
Year	2090
Factor	3.090 (16.3%)
Year	2100
Factor (Extrapolated)	18.3%

An 18.3% increase has been applied to account for the climate change factor projected for the year 2100 in the post-development scenario. The stormwater network will be designed to accommodate flows from a storm with a 5% Annual Exceedance Probability (AEP) under fully developed conditions for the land serviced by the system. Additionally, the flows from the pre-development scenario will be considered the maximum allowable discharge from the site.

The proposed building at the northeastern area of the lot is the only impervious addition within this redevelopment, where the existing surface is currently grassed and pervious. This building contributes a catchment area of 280 m². The minor drainage system will collect and control the post-development discharge, directing it through a new stormwater pipe connected to the existing stormwater drain along the eastern boundary, behind 45 Stanley Street. The remaining areas will retain their existing previous surfaces and are therefore excluded from this design, with no detention requirements. Refer to JMG Civil Drawings - Appendix A.

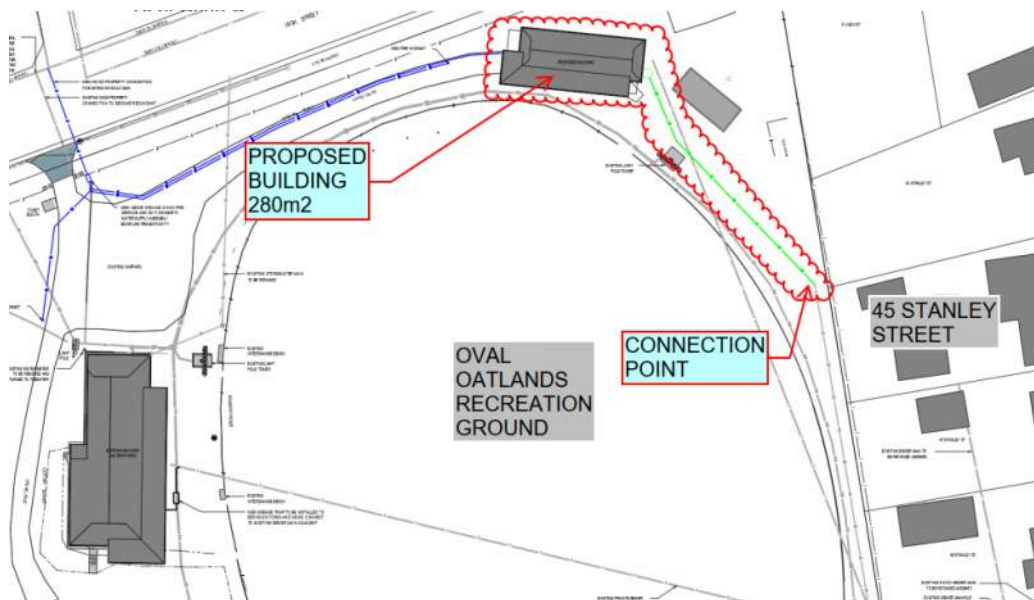


Figure 2: Minor Drainage Arrangement

Total Site Area	280 m ²				
Pre-Dev	Buildings/Roof	Hardstand	Gravel	Grass/Landscape	
Area (m2)	0	0	0	280	
				Total	
Sum	0	0	0	280	280
Factor	1	0.95	0.8	0.4	N/A
Impervious Area	0	0	0	112	112
				% Impervious	40%

Total Site Area	280 m ²				
Post-Dev	Buildings/Roof	Roads	Gravel	Grass/Landscape	
Area (m2)	280	0	0	0	
				Total	
Sum	280	0	0	0	280
Factor	1	0.95	0.8	0.4	N/A
Impervious Area	280	0	0	0	280
				% Impervious	100%

Figure 3: Catchment Parameters (Pre and Post-Development Impervious Fraction)

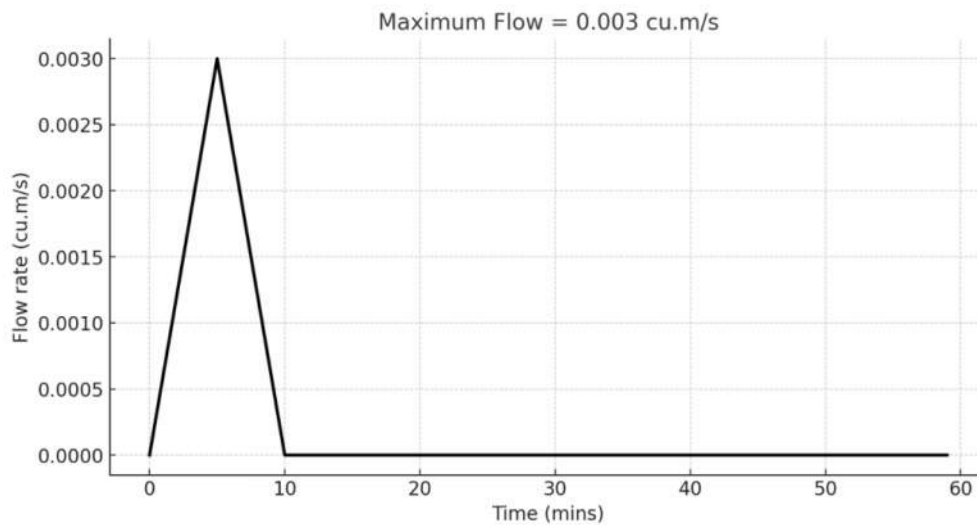


Figure 3: Screenshot from Drains - 5%AEP Event - Pre-Development Flow at Discharge Point

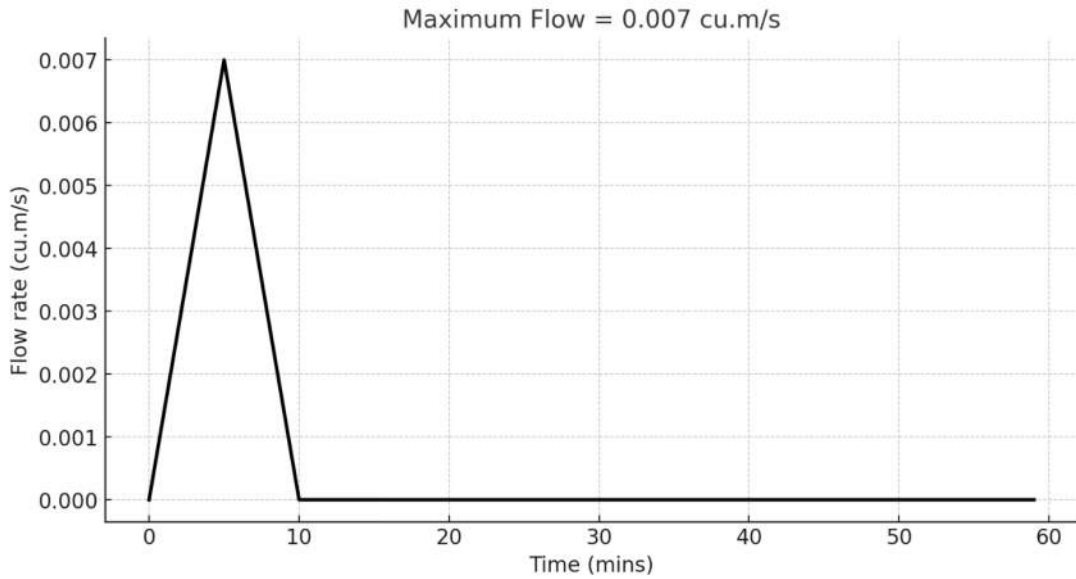


Figure 4: Screenshot from Drains - 5%AEP Event - Post-Development Flow at Discharge Point

The pre-development hydrograph indicates a peak time of 5 minutes, with a restricted outflow rate of $0.003 \text{ m}^3/\text{s}$, reflecting the natural flow conditions of the catchment prior to development.

In contrast, the post-development hydrograph shows a significant increase in the peak flow, reaching $0.007 \text{ m}^3/\text{s}$, which incorporates the effects of climate change factors. This sharp peak illustrates a rapid runoff response from the newly introduced impervious area, highlighting the reduction in infiltration compared to the pre-development scenario.

To address this increase, the proposed on-site detention system, as detailed in Section 3, has been designed to regulate the discharge, ensuring that it remains within acceptable limits. This system effectively controls the runoff and ensures that the post-development flow can be accommodated by the existing stormwater infrastructure.

3. On-site Detention

The minimum storage requirements have been assessed using Boyd's Formula, a methodology appropriate for small catchments and short event durations. This approach aligns with the current level of project detail. The results provide an initial estimate required for both storm events, with further refinement to be undertaken during the detailed design phase using unsteady flow hydraulic modelling in DRAINS.

Catchment & Flow Details			Comments			
Catchment Area =	0.0280	Ha				
10 Year Runoff Coefficient =	0.900	-				
20 Year Effective Catchment Area =	0.03	Ha				
Restricted Outflow Requirement =	0.0030	m ³ /s	Pre-Development Restriction			

Detention Calculation						
Storm Duration	5% AEP	5% AEP + 18.3% Climate Change	Q _i	Q _o	V ₁	S _{max}
(min)	Intensity (mm/hr)	Intensity (mm/hr)	(m ³ /s)	(m ³ /s)	(m ³)	(m ³)
1	134.00	158.5	0.0117	0.003	0.70	0.52
2	108.00	127.8	0.0094	0.003	1.13	0.77
3	96.70	114.4	0.0084	0.003	1.51	0.97
4	88.80	105.1	0.0077	0.003	1.85	1.13
5	82.50	97.6	0.0072	0.003	2.15	1.25
10	62.20	73.6	0.0054	0.003	3.24	1.44
15	50.80	60.1	0.0044	0.003	3.98	1.28
20	43.30	51.2	0.0038	0.003	4.52	0.92
25	38.10	45.1	0.0033	0.003	4.97	0.47
30	34.20	40.5	0.0030	0.003	5.35	-0.05
45	26.60	31.5	0.0023	0.003	6.24	-1.86
60	22.20	26.3	0.0019	0.003	6.95	-3.85
90	17.30	20.5	0.0015	0.003	8.12	-8.08

Figure 5: Screenshot from Boyd’s Calculation - 5%AEP Event with 18.3% Climate Change

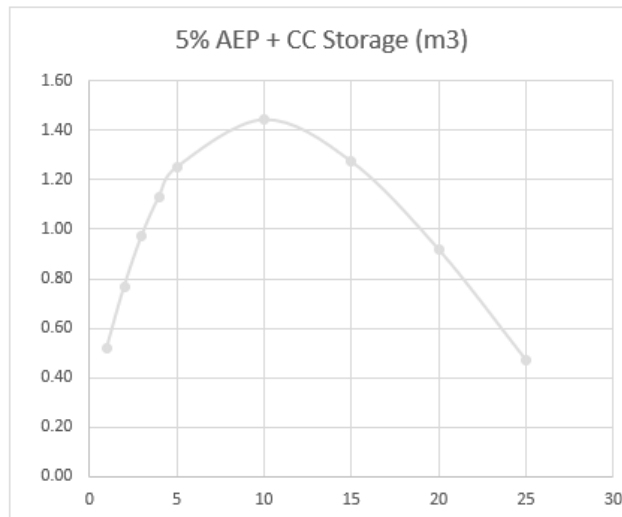


Figure 5: Screenshot from Boyd’s Calculation Timestep - 5%AEP Event with 18.3% Climate Change

The proposed building will require 1.44 m³ of on-site detention to ensure the discharge matches pre-development conditions for a 5% AEP event. A 32 mm orifice is proposed, designed for a 2 m head (corresponding to the height of a slimline tank with a 1500 L capacity) to regulate flow before discharging into the existing stormwater system.

4. Water Quality

The present project, does not require water treatment as the total impervious area introduced by the proposed building is 280 m², which is below the 500 m² threshold specified in the stormwater guidance policy. As such, the policy allows direct discharge of stormwater without the need for additional treatment measures.

Additionally, the carpark associated with this development will utilise the existing a grass surface, which already acts as a natural treatment system. Since the surface will remain

pervious, there is no change to runoff or imperviousness, and therefore, stormwater treatment is not required in accordance with the same guidance policy.

5. Conclusions

The proposed stormwater management system for the new change rooms and alterations to the existing club rooms at Oatlands Recreation Ground effectively addresses the planning application requirements. The design ensures that post-development runoff will not exceed pre-development conditions, with on-site detention of 1.44 m³ provided to manage peak discharge rates. The proposed 32 mm orifice and 2 m head within a 1500 L slimline tank will regulate flows before discharge into the existing stormwater system.

Additionally, as the total impervious area introduced is 280 m²—well below the 500 m² threshold—no water quality treatment measures are required. The associated carpark, located on a grass surface, retains its natural pervious characteristics, further eliminating the need for stormwater treatment. This approach aligns with relevant stormwater policies and ensures the proposed system will perform as required under a 5% AEP design event, including allowances for future climate change impacts.

APPENDIX A

JMG - Civil Drawings

Attachment
Agenda Item 12.1.1



ACN 009 547 139 | ABN 76 473 834 852

117 HARRINGTON STREET, HOBART (03) 6231 2555
GROUND FLOOR, 73 PATERSON STREET, LAUNCESTON (03) 6334 5548
www.jmg.net.au

Local Heritage Referral

Tasmanian Planning Scheme – Southern Midlands.

Application number:	DA2400111
Address:	Oatlands Recreation Ground High Street Oatlands
Applicant:	Philp Lighton Architects Pty Ltd
Proposal in brief:	Alterations & additions to the existing Clubrooms New changeroom pavilion
Planning Officer:	Southern Midlands Council Bernadett Conde
Heritage Officer:	Brad Williams
Date due:	November 2024

APPLICABLE STANDARDS (HIGHLIGHT AS REQUIRED)

Table		Clause	
C6.1	Local Heritage Places	C6.6.1	Demolition
		C6.6.2	Site coverage
		C6.6.3	Height and bulk of buildings
		C6.6.4	Siting of building and structures
		C6.6.5	Fences
		C6.6.6	Roof form and materials
		C6.6.7	Building alterations exc. roof
		C6.6.8	Outbuildings and structures
		C6.6.9	Driveways and parking (non-res)
		C6.6.10	Tree removal (specifically part)
		C6.10.4	Subdivision
C6.2	Local Heritage Precincts ¹	C6.7.1	Demolition
		C6.7.3	Building and works
		C6.10.2	Subdivision
C6.3	Local Historic Landscape Precincts	C6.7.2	Demolition
		C6.7.3	Building and works
		C6.10.2	Subdivision
C6.4	Places of Archaeological Potential	C6.8.1	Building and works
		C6.10.3	Subdivision
C6.5	Significant Trees	C6.9.1	Significant trees

¹ Note that if a place is listed both on Table C6.1 and C6.2 it is only necessary to assess against the Clauses pursuant to Table C6.1.

C6.1	Signs	C1.6.4	Signs on local heritage places and in local heritage precincts and local historic landscape precincts
C6.2			
C6.3			

CATEGORY OF POSSIBLE HERITAGE IMPACT

Category (highlight)	Likely magnitude of impact	Action
A	Clearly no heritage impact will arise from the proposal and with no representations received. Clearly complies with all heritage provisions and precinct conservation policies/design criteria.	Return to planner without written assessment. May include conditions.
B	Minimal and likely acceptable heritage impact likely/possible with no representations received?? Complies with all heritage provisions and precinct conservation policies/design criteria.	Complete only Sections 5 & 7 and tickbox of applicable conservation policies/design criteria (if in a precinct) below and return to planner. May include conditions.
C	Possible medium-high impact and or representations received.	Complete entire referral and return to planner.

1. DESCRIPTION OF PLACE AND HISTORICAL CONTEXT

2. STATEMENT OF SIGNIFICANCE

The Oatlands Township Local Heritage Precinct has the following statement of significance explicit in the scheme:

- a) it demonstrates a township comprising a concentration of highly intact historic buildings of the Old Colonial Georgian and Victorian Georgian styles;
- b) the density of historic buildings of similar architectural styles and periods in Oatlands contributes to a highly intact streetscape character;
- c) it demonstrates the evolution and settlement patterns of Tasmania in the early-mid nineteenth century, as a township transport routes joining the north and south of the State, and as an intended central capital associated with the pastoral activity of the Midlands area,
- d) its predominant building material of sandstone, as a source of local materials, and reflecting the differing

- e) economies of labour and construction at the time;
- f) it demonstrates the theme of convictism, through the use of sandstone, links to transport, and the many buildings in the township associated with convicts;
- g) it has the largest number of sandstone buildings within a township setting in Australia.

3. PRE-APPLICATION CONSULTATION

Revision B of the proposal was preliminarily assessed by Council's Manager Heritage Projects in October 2024. Some recommendations were made to better fit the Performance Criteria relating to the Oatlands Township Local Heritage Precinct. A copy of Council's Georgian Design Guidelines was provided to the architect for reference – however it was noted that this proposal is somewhat unique and that the design guidelines were not necessarily formulated for this scenario. This assessment considers Revision C.

4. PROPOSAL

The proposal is detailed in Philp Lighton Architects drawing set for project 095-24118 – Southern Midlands Council Oatlands Recreation Ground:

DRAWING SCHEDULE

SK000	COVER SHEET	C
SK001	SITE PLAN	C
SK002	EXISTING BUILDING FLOOR PLAN DEMOLITION	C
SK003	EXISTING BUILDING FLOOR PLAN PROPOSED	C
SK004	NEW BUILDING FLOOR PLAN - PROPOSED	C
SK005	3D VIEWS 01	C
SK006	3D VIEWS 02	C
SK3000	EXISTING CLUB ROOMS ELEVATIONS 01	C
SK3001	EXISTING CLUB ROOMS ELEVATIONS 02	C
SK3002	NEW CHANGE ROOMS ELEVATIONS 01	C
SK3003	NEW CHANGE ROOMS ELEVATIONS 02	C
SK3500	STREET SECTION	C

5. DISCUSSION OF POSSIBLE HERITAGE IMPACT

Impact upon built heritage fabric.

Although the site is within the Oatlands Township Heritage Precinct, the place does not include any built heritage fabric.

Impact upon the setting of the heritage place/precinct.

The proposed new building and extension to existing building are considered to be discrete additional elements on a very large established community recreation site which is outside an area of more concentrated and finer-grained heritage places. The proposed new building has been designed to provide cohesiveness with the sympathetic (but non-heritage) existing building and to appear from outside the site as a simple (somewhat agricultural) building (i.e. with inward-facing fenestration). Existing landscaping will mask the proposed new building from High Street and surrounding heritage places.

Impact upon significant archaeological remains.

The site is not likely to have any archaeological potential.

Impact upon landscape elements.

No significant landscape elements will be impacted by the proposal.

Impact upon intangible heritage values.

The site is not known to have any intangible heritage values – although is a valued community recreation facility that the proposed upgrades will enhance. Whilst amenity does not necessarily equal heritage value, community value of the place will be enhanced by the proposal.

Impact upon significant trees.

No significant trees will be impacted by the proposal.

6. REPRESENTATIONS

Tenor	Merit

7. ASSESSMENT AGAINST APPLICABLE STANDARDS

C6.7 LOCAL HERITAGE PRECINCTS

Prior to considering Performance Criteria – complete commentary against the precinct conservation policies/design criteria (delete precincts that are not relevant to the application):

By virtue of Clause C6.2.2 If a site is listed as a local heritage place and also within a local heritage precinct or local historic landscape precinct, it is only necessary to demonstrate compliance with the standards for the local heritage place unless demolition, buildings and works are proposed for an area of the site outside the identified specific extent of the local heritage place.

SOU-C6.2.1 – OATLANDS - OATLANDS TOWNSHIP PRECINCT	
Statements of significance	Commentary on proposal
a) it demonstrates a township comprising a concentration of highly intact historic buildings of the Old Colonial Georgian and Victorian Georgian styles;	The proposal does not impact the ability of the township to demonstrate a concentration of highly intact Old Colonial Georgian and Victorian Georgian styles.
b) the density of historic buildings of similar architectural styles and periods in Oatlands contributes to a highly intact streetscape character;	Whilst there are buildings nearby of those styles (e.g. the Manse, 31, 32 and 39 High Street and 43 Stanley Street – the closest being ~30m away) the presence of the proposed building will not markedly interrupt the cohesion of those buildings as a like-group.
c) it demonstrates the evolution and settlement patterns of Tasmania in the early-mid nineteenth century, as a township transport routes joining the north and south of the State, and as an intended central capital associated with the pastoral activity of the Midlands area,	The proposal will not impact upon the precinct’s ability to demonstrate the evolution and settlement pattern of the town.
d) its predominant building material of sandstone, as a source of local materials, and reflecting the differing economies of labour and construction at the time;	Whilst sandstone is not proposed as the building material, brick (preferably in a traditional bond pattern – which could be conditioned – see below) is a common material used in heritage buildings within the precinct (even if not predominant).
e) it demonstrates the theme of convictism, through the use of sandstone, links to transport, and the many buildings in the	The proposal will not impact the precinct’s ability to demonstrate the theme of convictism.

township associated with convicts;	
f) it has the largest number of sandstone buildings within a township setting in Australia.	See (d) above).
Design Criteria/Conservation Policy	Commentary on proposal
1. The design and siting of buildings and works must satisfy the following criteria:	
<p>a) scale, roof pitch, building height, form, bulk, rhythm, materials and colour of new buildings and additions to existing buildings should respect the principles of the Georgian architectural style dominant in the precinct, except if an addition to a heritage listed building of a non-dominant architectural style in which case consistency with that style is required;</p>	<p>The proposed new building is of a simple rectangular form not unlike many of the traditional buildings within the precinct. The roof pitch is 30-degrees which provides a sympathetic traditional roof form. A simpler hipped roof form would be more appropriate to the heritage precinct than the proposed Dutch gable, however would not provide the visual cohesiveness that the proposal seeks to achieve with the existing building. To achieve that cohesiveness and avoiding a pastiche of roof styles is considered to be a better outcome – despite not being as consistent with this criterion/policy.</p> <p>The materiality of the walls, being brick, are consistent with the many traditional brick buildings within the precinct (albeit not the predominant traditional building material) – note that conditions of any approval could seek to <u>utilise a more traditional brick type/bond</u>.</p> <p>The proposed veranda addition to the existing building, echoed by the veranda of the proposed building, do differ from a traditional roof form as they are pitched from above eave height. This is a necessary function of visibility to the recreation ground from on each veranda (i.e. so that the lowest height does not obscure views to within the site). Nonetheless, the pitch and general form of the verandas themselves (excluding the point of pitch) are of a traditional form not inconsistent with the overall roof form of the building(s). <u>It is recommended that the veranda structure be painted in a colour to match either the brickwork or trims of the building (not orange /blue as designated on the plans). [or is there a functional reason for this?]</u></p>
b) building setback from frontage must provide a strong edge to Main Street and be parallel to the	The proposed building is not parallel to the street, does not provide a strong edge and does not address the street.

<p>street;</p>	<p>Note that the planning authority is to 'have regard to' these design criteria/conservation policies, which implies some discretion to consider individual site contexts and how an acceptable heritage outcome may be achieved even in the event of some non-compliance. The overall site as a football/sports oval has a distinct function different to other parts of the heritage precinct. The spatial arrangement of buildings in relation to the oval is a key part of functionality which relies on associated buildings not being 'square to the grid'. This must be considered within the wider context (as further elaborated in this assessment).</p>
<p>c) buildings must address the street, unless at the rear of a site;</p>	<p>The setback and offset of the building provides an opportunity to provide screen landscaping to minimise visibility from High Street, whilst maintaining the essential functionality of the building.</p> <p>The building 'turning its back' to the street is a necessity of its functionality in relation to the recreation ground. The blank side and back walls provide a more favourable outcome for the precinct in downplaying the prominence of the building.</p>
<p>d) buildings must not visually dominate the streetscape or buildings at places listed in Table.C6.1;</p>	<p>The proposed building is set back from the street with an existing landscape buffer so that it will not dominate the streetscape. It is approximately 30 metres from the nearest place which is listed on Table C6.1, and with a greater setback, therefore it is not considered to dominate any such place.</p>
<p>e) architectural details and openings for windows and doors to visually prominent facades must respect the Georgian architectural style dominant in the precinct in terms of style, size, proportion and position;</p>	<p>The northern, eastern and western elevations of the proposed building are blank brick, this will give the building the appearance of a 'barn-like' structure with no fenestrative pattern that could be seen as inconsistent with such a functional building. The southern (inward facing) elevation has a non-traditional pattern of fenestration, however this is not an elevation which is prominent from outside the site (and serves the essential functions of the building).</p>
<p>f) external wall building material must be any of the following:</p> <ul style="list-style-type: none"> i. sandstone of a colour matching that commonly found in Oatlands' buildings; ii. weatherboard (traditional profiles); 	<p>The external wall building material of the proposed building is of brick. A condition of approval may seek for a traditional form and colour laid with a traditional bond.</p>

<ul style="list-style-type: none"> iii. rendered, painted or lime wash brickwork; iv. unpainted brick of a traditional form and colour laid with a traditional bond; v. traditional Tasmanian vertical board (non-residential buildings only); vi. corrugated profile steel cladding, painted/colorbond or galvanised iron (not 'zincalume' or similar) (outbuildings only). 	
<ul style="list-style-type: none"> g) roof form and material must be consistent with the following: <ul style="list-style-type: none"> i. pitch between 30 and 40 degrees and hipped or gable if a major part of the building; ii. pitch less than 30 degrees and skillion if a minor part of the building at the rear; iii. avoidance of large unbroken expanses of roof and very long roof lines; iv. roof material either custom orb (corrugated profile) sheeting, timber shingles, and slate. Steel sheeting must be either traditional galvanised iron or painted; v. guttering is rounded profile, with downpipes of circular cross-section. 	<ul style="list-style-type: none"> i. The roof pitch of the proposed building is 30 degrees. ii. The proposed veranda is pitched at less than 30 degrees, however is a minor part of the building and is at the rear and side when viewed from High Street. iii. Whilst the roof line is large and unbroken, this is not considered unacceptable as it is more in-keeping with the simple Georgian principles of design. iv. Although inconsistent with the existing building which the proposed building seeks to achieve cohesiveness with, it is recommended that the roof sheeting be corrugated galvanised iron to achieve consistency with this policy/guideline. v. The proposal specifies guttering of rounded profile with downpipes of circular cross section.
<ul style="list-style-type: none"> h) wall height sufficient to provide for lintels above doors and windows, with wall space above; 	As per (e) above.
<ul style="list-style-type: none"> i) outbuildings generally to have a gabled, corrugated roof with an angle of pitch matching that of the primary building on the land, and with differentiated colouring of the exterior walls and roof so as to also approximate that of the primary building on the land; 	The proposed building may be considered an outbuilding, as it is ancillary to the existing main building on the site. The roof pitch matches that of the existing building (there may be an argument here for the roof form to match?) . The roof and wall colours are differentiated (there may also be an argument here for matching colourbond?) .
<ul style="list-style-type: none"> j) fences along frontages must be: <ul style="list-style-type: none"> i. between 900mm and 1000mm high, with a maximum of 1200mm for posts; 	No fencing is proposed.

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<ul style="list-style-type: none">ii. vertically articulated, (such as with dowel-and-rail, picket or palisade fences);iii. “transparent” or “open” in appearance, that is, the distance between dowels or pickets, etc.,iv. must be such that the fence does not appear ‘solid’.	
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C6.7.1 Demolition within a local heritage precinct		
<p>Objective: That demolition within a local heritage precinct does not have an unacceptable impact on the local historic heritage significance of the precinct.</p>		
Acceptable Solutions	Performance Criteria	Commentary on proposal
<p>A1</p> <p>Within a local heritage precinct, demolition of a building, works or fabric, including trees, fences, walls and outbuildings must:</p> <ul style="list-style-type: none"> a) not be on a local heritage place; b) not be visible from any road or public open space; and d) not involve a value, feature or characteristic e) specifically part of a precinct listed in the f) relevant Local Provisions Schedule. 	<p>P1</p> <p>Within a local heritage precinct, demolition of a building, works or fabric, including trees, fences, walls and outbuildings, must not cause an unacceptable impact on the local historic heritage significance of the local heritage precinct as identified in the relevant Local Provisions Schedule, having regard to:</p> <ul style="list-style-type: none"> a) the physical condition of the building, works, structure or trees; b) the extent and rate of deterioration of the building, works, structure or trees; c) the safety of the building, works, structure or trees; d) the streetscape in which the building, works, structure or trees is located; e) the special or unique contribution that the building, works, structure or trees 	<p>The proposal involves minor demolition to the exterior of a non-heritage building within the heritage precinct. This will not result in any unacceptable impact upon the local historic heritage significance of the precinct.</p> <p>The proposal adequately meets this performance criterion.</p>

	<p>makes to the streetscape or townscape values of the local heritage precinct identified in the relevant Local Provisions Schedule;</p> <ul style="list-style-type: none">f) any options to reduce or mitigate deterioration;g) whether demolition is a reasonable option to secure the long-term future of a building. Works or structure; andh) any economic considerations.	
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C6.7.3 Building and Works Excluding Demolition		
Objective: That development within a local heritage precinct or a local historic landscape precinct is sympathetic to the character of that particular precinct.		
Acceptable Solutions	Performance Criteria	Commentary on proposal
<p>A1</p> <p>Within a local heritage precinct or local historic landscape precinct, building and works, excluding demolition, must:</p> <ul style="list-style-type: none"> a) not be on a local heritage place; b) not be visible from any road or public open space; and c) not involve a value, feature or characteristic specifically part of a local heritage precinct or local historic landscape precinct listed in the relevant Local Provisions Schedule. 	<p>P1.1</p> <p>Within a local heritage precinct, design and siting of buildings and works, excluding demolition, must be compatible with the local heritage precinct, except if a local heritage place of an architectural style different from that characterising the precinct, having regard to:</p> <ul style="list-style-type: none"> a) the streetscape or townscape values identified in the local historic heritage significance of the local heritage precinct, as identified in the relevant Local Provisions Schedule; b) the character and appearance of the surrounding area; c) the height and bulk of other buildings in the surrounding area; d) the setbacks of other buildings in the 	<ul style="list-style-type: none"> a. The table above considers the proposal against the statements of significance of the local historic heritage precinct and it is concluded that the proposal does not impact those statements. b. The character of the place differs to that of the surrounding area – the overall recreation ground being an anomaly in the Oatlands Township Heritage Precinct. The large open space of the recreation ground reads more as rural open space given the general lack of structures in contrast with the denser residential and commercial buildings that generally characterise the precinct. The proposed building has been designed to be complimentary to the existing clubrooms building to provide some cohesion within

	<p>surrounding area; and</p> <p>e) any relevant design criteria or conservation policies for the local heritage precinct, as identified in the relevant Local Provisions Schedule.</p>	<p>the area – and that building in itself is considered reasonably sympathetic to the surrounds – being of a generally traditional form and utilising traditional materials. The surrounding heritage buildings are 30+ metres away, and include a variety of built forms, including the Uniting Church, former manse, and several stone and weatherboard cottages – which although contribute to the heritage townscape setting, offer a variety of forms and functions with little uniformity. The proposed building is not considered to be detrimental to that diverse grouping of buildings and is consistent with the precedented form and function of the recreation ground.</p> <p>c. The proposed building is single storey of a footprint smaller than the nearby Uniting church and former manse. It is domestic in scale and is not considered to have a detrimental bulk nor height.</p>
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		<p>d. The buildings in the surrounding area have a diverse array of setbacks, notably the Uniting church and manse have larger setbacks, smaller cottages such as 31, 32 and 34 High Street have small setbacks. The setback of the proposed building is therefore not inconsistent with the varied setbacks of the immediate environs.</p> <p>e. See commentary in the table above. Note that there are some inconsistencies with the design criteria and conservation policies – namely the siting of the building offset to High Street – the planning authority is to have regard to this, within the context of the wider heritage and planning assessment. Other inconsistencies can be resolved via conditions of any approval.</p> <p>The proposal adequately can adequately meet this performance criterion with conditions, and if the context of the individual site is considered.</p>
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	<p>P1.2</p> <p>Within a local heritage precinct, extensions to existing buildings must be compatible with the local heritage precinct, having regard to:</p> <ul style="list-style-type: none">a) the streetscape or townscape values identified in the local historic heritage significance of the local heritage precinct, as identified in the relevant Local Provisions Schedule;b) the character and appearance of the surrounding area;c) the height and bulk of other buildings in the surrounding area;d) the setbacks of other buildings in the surrounding area; ande) any relevant design criteria or conservation policies for the local heritage precinct, as identified in the relevant Local Provisions Schedule.	<p>The proposed veranda extension to the existing building does diverge from a traditional veranda form, being pitched from above eave height, however this is a functional requirement for visibility of the recreation ground. Overall however the remainder of the form is considered sympathetic to the buildings and not inconsistent with the streetscape and townscape values of the precinct, character and appearance of the area and the design criteria/conservation policies.</p> <p>The proposal adequately meets this performance criterion.</p>

	<p>P1.3</p> <p>Within a local historic landscape precinct, design and siting of buildings and works, excluding demolition, must be compatible with the local historic landscape precinct, having regard to:</p> <ul style="list-style-type: none"> a) the landscape values identified in the statement of local historic heritage significance for the local historic landscape precinct, as identified in the relevant Local Provisions Schedule; and b) any relevant design criteria or conservation policies for the local historic landscape precinct, as identified in the relevant Local Provisions Schedule. 	<ul style="list-style-type: none"> a. No landscape values are identified in the statement of local historic heritage significance for the Oatlands Township Heritage Precinct. b. As discussed above, the siting of the proposed building is not consistent with the design criteria/conservation policies for the Oatlands Township Heritage Precinct. Whilst the planning authority must have regard to these, there is the discretion for considering non-compliance given the site context and other heritage/planning considerations.
<p>A2</p> <p>Within a local heritage precinct, new front fences and gates must be designed and constructed to match the existing original fences on the site.</p>	<p>P2</p> <p>Within a local heritage precinct, new front fences and gates must be compatible with the local heritage precinct, having regard to:</p>	<p>No fencing is proposed.</p>

	<ul style="list-style-type: none">a) the streetscape or townscape values identified in the local historic heritage significance of the local heritage precinct, as identified in the relevant Local Provisions Schedule;b) height, form, style and materials of the proposed fence; andc) the style, characteristics and setbacks of fences and gates in the surrounding area.	
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8. RECOMMENDATION

CONDITIONS
ADVICE

+

Traffic Impact Statement



Redevelopment at Oatlands Recreation Ground 29 High Stret, Oatlands



Hubble Traffic

December 2024

Attachment Agenda Item 12.1.1

Disclaimer: This report has been prepared based on and in reliance upon the information provided to Hubble Traffic Pty Ltd by the client and gathered by Hubble Traffic Pty Ltd during the preparation of the report. Whilst all reasonable skill, care and diligence has been used in preparation of the report, Hubble Traffic Pty Ltd take no responsibility for errors or omissions arising from misstatements by third parties.

This report has been prepared specifically for the exclusive use of the client named in the report and to the extent necessary, Hubble Traffic Pty Ltd disclaim responsibility for any loss or damage occasioned by use of or reliance upon this report, or the data produced herein, by any third party.

Version	Date	Reason for Issue
Draft	December 2024	Draft issued for client feedback
Final	December 2024	Final issued

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1. Introduction

Philp Lighton Architects has engaged Hubble Traffic on behalf of the developer to prepare an independent Traffic Impact Statement, for the redevelopment of the Oatlands Recreation Ground, located at 29 High Street, Oatlands (development site).

The Southern Midlands Council (Council) has reviewed the submitted development application and requested additional information to address specific areas within the Tasmanian Planning Scheme:

- C2.5.1: Car parking numbers
- C2.5.3: Motorcycle parking numbers
- C2.6.1: Construction of parking areas
- C2.6.2: Design of parking areas
- C3.5.1: Traffic generation at vehicle crossings, level crossings, or new junctions

2. Development site

The development site at 29 High Street, Oatlands, is a substantial parcel of land housing the Oatlands Recreation Ground. The grounds include a building utilised as clubrooms and changerooms, with an existing vehicular access from High Street.

According to Land Information System Tasmania (LIST) Database, the site is located within a Recreation zone, with the surrounding land use mostly general residential properties.

Diagram 2.0 – Extract from LIST Database



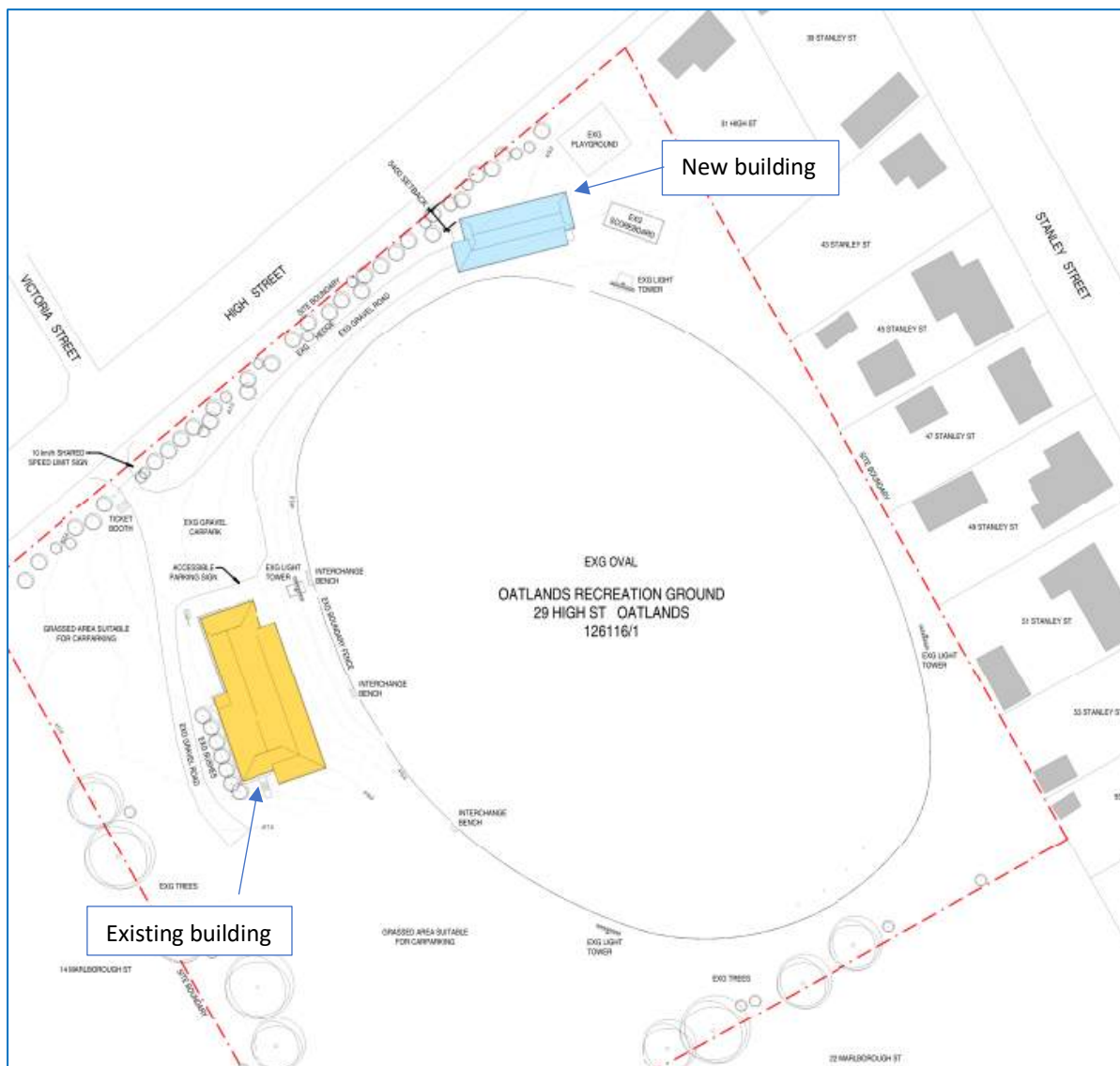
3. Development proposal

The development proposal includes the redevelopment of the existing building into dedicated clubrooms and changerooms for the home team, as well as the construction of a new building to provide changerooms for the away team and officials.

To maintain the rural atmosphere of the recreational ground, the existing parking arrangement, where vehicles park around the ground and create a sporting atmosphere, will remain unchanged. This approach will direct available funds towards achieving the primary objective of enhancing players' amenities. This parking arrangement has operated successfully at the ground for many years, meeting the community expectations.

The existing vehicular access with High Street will be retained.

Diagram 3.0 – Development proposal



4. High Street characteristics

High Street would operate as an arterial road within the surrounding road network, connecting the local town with the nearest State Road, Midland Highway. The road runs in an east to west orientation past the development site, with a straight horizontal road alignment situated within flat terrain.

The road adjacent to the development site has a sealed bitumen surface suitable for two-way traffic flow, with kerb and channel along the northern side, and an unsealed gravel edge on the southern side. There is sufficient pavement width to accommodate on-street parking on both sides of the road, without disrupting two-way traffic flow.

High Street has a posted 50 km/h speed limit.

Photograph 4.0 – High Street standard



5. Parking and internal layout

5.1. On-site parking provisions

The sporting ground currently allows for informal parking on grassed areas, enabling vehicles to park around the oval's perimeter, reflecting the relaxed and accessible atmosphere, which has operated successfully for many years. Avoiding an overly formal or structured parking design is important to preserve the current informal atmosphere.

The development proposes to make no changes to the current on-site parking provisions. Recent site observations found that this is not expected to cause any adverse parking or traffic outcomes.

Table C2.1 of the planning scheme prescribes that a Sports and Recreation facility requires 50 spaces per facility. Although the development site is not providing any formal on-site parking spaces, there is sufficient space within the site to easily accommodate 50 vehicles, minimising the risk of parking overflow.

5.2. Parking around the ground

With the proposal to continue allowing vehicles to park around the ground, the next four photographs demonstrate where vehicles can be accommodated. Although the areas around or behind the oval are grassed, the grades are either level or reasonably gentle and suitable to accommodate the parking of light vehicles. Recent site observations found that no adverse parking or traffic impacts are expected with the current parking arrangement.

Photograph 5.2A – Possible parking around the southern end of the ground



Photograph 5.2B – Possible parking around the northern end of the ground



Photograph 5.3A – Possible space at rear of the oval



Photograph 5.B – Potential space for overflow parking at the southern end



5.3. Other parking requirements

Bicycle parking spaces

Table C2.1 prescribes that there is no requirement for dedicated bicycle parking spaces for a Sports and Recreation use.

Motorcycle parking spaces

Planning Scheme Table C2.4 requires that a development providing 50 on-site car parking spaces also provides two dedicated motorcycle parking spaces. The development will not provide formal motorcycle parking and instead utilise the ample area within the ground to accommodate motorcycle parking.

Accessible parking space

Under the National Construction Code, sporting changerooms are typically classified as Class 9b buildings, which are assembly buildings where people gather for social, theatrical, political, religious, or civil purposes, including sporting facilities. For a Class 9b building, an accessible parking space should be provided at a rate of one space for every 50 parking spaces.

Although the development is not providing formal car parking spaces, a level gravel area adjacent to the existing pavilion can accommodate designated accessible parking with the provision of appropriate signage.

5.4. Internal driveway

An existing internal driveway extends from High Street into a large circular area, which will provide access to the existing building and new building.

Within the ground, the driveway has a gravel surface with sufficient width to accommodate two-way traffic flow. The driveway continues behind the existing building as a single lane and will also provide access to the new building as a single traffic lane. In both instances, the driveway width is limited with level grassed verges which will allow opposing vehicles to pass.

Overall, the internal driveway is considered fit for purpose and will continue to provide an appropriate level of service.

Photograph 5.4A – Existing internal driveway adjacent to High Street



Photograph 5.4B – Internal gravel driveway leading to the site for the new building



6. Impact from traffic generated by the development

The development proposed is for the redevelopment of existing clubrooms and a new building to provide changerooms for the away team and officials. As the development is enhancing existing and providing new amenities for players and officials, it not expected to generate any additional traffic movements.

There will be no intensification to the number of traffic movements generated, complying with the acceptable solution under the planning scheme C3.5.

7. Planning scheme

7.1. C2.5.1 – Car parking numbers

The site will continue to operate with informal parking. As formal on-site parking is not being provided, it must be assessed against performance criteria P1.1 to ensure that an appropriate number of parking spaces are provided to meet the needs of the development.

Performance criteria	Assessment
The number of on-site car parking spaces for uses, excluding dwellings, must meet the reasonable needs of the use, having regard to:	
a) The availability of off-street public car parking spaces within reasonable walking distance to the site;	The site is surrounded by residential properties, with no dedicated off-street parking facilities within reasonable distance.
b) The ability of multiple users to share spaces because of: (i) Variations in car parking demand over time; or (ii) Efficiencies gained by consolidation of car parking spaces;	There is only one use at this site.
c) The availability and frequency of public transport within reasonable walking distance of the site;	Metro route 702 services Oatlands, with the closest bus stop at the High Street and Church Street intersection, approximately 600 metres from the site. The service operates three times per day in each direction and is not a viable option due to its location and service frequency.
d) The availability and frequency of other transport alternatives;	Due to the sites rural location, it is likely that spectators and players will ride share, at an occupancy vehicle rate of 2.2 people per vehicle, limiting the number of vehicles.
e) Any site constraints such as existing buildings, slope, drainage, vegetation and landscaping;	None.
f) The availability, accessibility and safety of on-street parking, having regard to the nature of the roads, traffic management and other uses in the vicinity;	High Street is the only main road within the town, providing a connection to the Midland Highway. It has been constructed with sufficient width to accommodate on-street parking along both sides of the road while maintaining efficient two-way traffic flows.
g) The effect on streetscape; and	None.

h) Any assessment by a suitably qualified person of the actual car parking demand determined having regard to the scale and nature of the use and development.	To preserve the rural atmosphere, formal parking spaces will not be constructed, as the internal areas are considered suitable to accommodate informal parking. There is ample area within the site to accommodate at least 50 vehicles, minimising the risk of parking overflow.
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7.2. C2.5.3 – Motorcycle parking numbers

Table C2.4 prescribes that the development requires two on-site motorcycle parking spaces and as the development is not providing any dedicated spaces, it must be assessed against the performance criteria P1.

Performance criteria	Assessment
Motorcycle parking spaces for all uses must be provided to meet the reasonable needs of the use, having regard to:	
a) The nature of the proposed use and development;	The site is an existing recreation ground, with existing shared clubrooms and change rooms, with informal parking allowing vehicles to park around the ground. It is proposed to redevelop the existing building to provide only clubrooms and home team changerooms, with a new building to accommodate the away team and officials.
b) The topography of the site;	The majority of the site is situated within flat terrain, with a portion of the southwestern corner located on a slight grade.
c) The location of existing buildings on the site;	The existing clubrooms and changerooms are located on the western section adjacent to the recreation ground, while it is proposed that the new building be constructed within the northeastern corner of the site.
d) Any constraints imposed by existing development; and	There are no constraints caused by the existing recreation ground or building.
e) The availability and accessibility of motorcycle parking spaces on the street or in the surrounding area.	High Street has been built with sufficient width to accommodate vehicles parking on-street, while maintaining two-way traffic flow. Although the development will not have any dedicated parking spaces, there is sufficient space within the site to accommodate motorcycle parking.

7.3. C2.6.1 – Construction of parking areas

With the development site not providing any dedicated parking spaces, it is required to be assessed against the performance criteria P1.

Performance criteria	Assessment
All parking, access ways, manoeuvring and circulation spaces must be readily identifiable and constructed so that they are useable in all weather conditions, having regard to:	
a) The nature of the use;	Sport and recreation facility within a small local town.
b) The topography of the land;	The land is mostly situated within a flat terrain, with the southwestern portion situated on a slight vertical grade.
c) The drainage system available;	The land is suitably contoured to promote natural water runoff, without the need for a formal drainage system.
d) The likelihood of transporting sediment or debris from the site onto a road or public place;	All vehicles leaving the site must travel on a gravel surface, reducing the risk of vehicles dragging sediment or debris onto the public road.
e) The likelihood of generating dust; and	Parking on the grassed areas surrounding the oval is not likely to generate dust. Similarly, the gravel entrance generates a low dust risk.
f) The nature of the proposed surfacing.	The internal driveways are constructed with a gravel surface, which is acceptable for a local recreational use. The grassed areas surrounding the oval, is fit for purpose to accommodate informal parking by light vehicles.

7.4. C2.6.2 – Design and layout of parking areas

As the proposal is to retain the current informal parking, which is considered appropriate to preserve the rural atmosphere and maximize the limited funds to enhance players' amenities, it must be assessed against Performance Criteria P1. This assessment demonstrates that the current parking arrangements will continue to provide convenient, safe, and efficient parking, meeting community expectations.

Performance criteria	Assessment
All parking, access ways, manoeuvring and circulation spaces must be designed and readily identifiable to provide convenient, safe and efficient parking, having regard to:	
a) The characteristics of the site;	Existing rural recreation facility operating with informal parking, where light vehicles park around a sporting oval providing an effective way to utilise space, while preserving the rural and informal atmosphere of the site.
b) The proposed slope, dimensions and layout;	The majority of the site is situated on flat terrain, while the southwestern portion has a slight grade. The site is quite large, and the grades are considered suitable to accommodate light vehicles to manoeuvre and park in a safe and efficient manner.
c) Useability in all weather conditions;	Regular maintenance of the grassed area will be undertaken to keep it in good condition, which includes mowing, aerating, and repairing any damaged sections to prevent uneven surfaces and mud patches.
d) Vehicle and pedestrian traffic safety;	At the entrance, 10 km/h shared speed limit signs will be installed to create a shared zone. This will lower the operating speed of vehicles, minimizing the risk of adverse conflicts between pedestrians and vehicles.
e) The nature and use of the development;	A sporting oval is a large open space primarily used for various outdoor sports and recreational activities. The proposal is to retain the current use, while enhancing the amenities.
f) The expected number and type of vehicles;	The site will continue to generate a similar number of vehicles, with most vehicles expected to be light vehicles measuring less than 5.5 metres in length, with these vehicles having good manoeuvrability.
g) The likely use of the parking areas by persons with a disability;	Adjacent to the existing pavilion there is a level gravel area that will be signed for accessible parking.
h) The nature of traffic in the surrounding area;	The site has a singular access onto High Street, which is the main arterial road in the town, lightly trafficked by light and heavy vehicles. This development will not adversely impact the traffic performance of the surrounding road network.
i) The proposed means of parking delineation; and	Informal parking is considered appropriate for this site and current and future use.

j) The provisions of Australian Standard AS 2890.1:2004 – Parking facilities, Part 1: Off-street car parking and AS 2890.2 -2002 Parking facilities, Part 2: Off-street commercial vehicle facilities.	This assessment determined the current informal parking within the site can operate in a safe and efficient manner and is suitable to be retained for this development proposal. A recent site inspection found no access, vehicle moveability or parking deficiency.
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7.5. C3.5.1 – Traffic generation at a vehicle crossing, level crossing or new junction

The proposed development is not predicted to increase the number of vehicle movements by 40 vehicle movements per day or by 20 percent, complying with the acceptable solution A1.4

8. Conclusion

This assessment found the proposal acceptable from a traffic and safety perspective, as it is not expected to increase the volume of traffic generated. The current parking arrangement is justified as:

- The site is large enough to support the required number of parking spaces (minimum of 50), with ample grassed areas for vehicles to park safely and efficiently without formal delineation.
- The flat terrain and slight grade in the southwest portion of the site are suitable for light vehicles to manoeuvre and park safely. The areas are well-drained, minimising the risk of waterlogging, ensuring usability in various weather conditions.
- Parking on grassed areas is unlikely to generate significant dust, and the gravel driveway and entrance present a low risk of dust generation.
- The existing gravel internal driveway is fit for the current and future traffic usage.
- Provision of 10 km/h shared speed limit signs will moderate the operating speed of vehicles, maximising pedestrian safety.
- Appropriate signs will be provided to designate accessible parking spaces.

This assessment found no reason for the development not to proceed.



Oatlands Recreation Ground Services Documentation plus Proposed Upgrades

Compiled to provide information for the DA - Redevelopment of the
Oatlands Recreation Ground Change rooms.

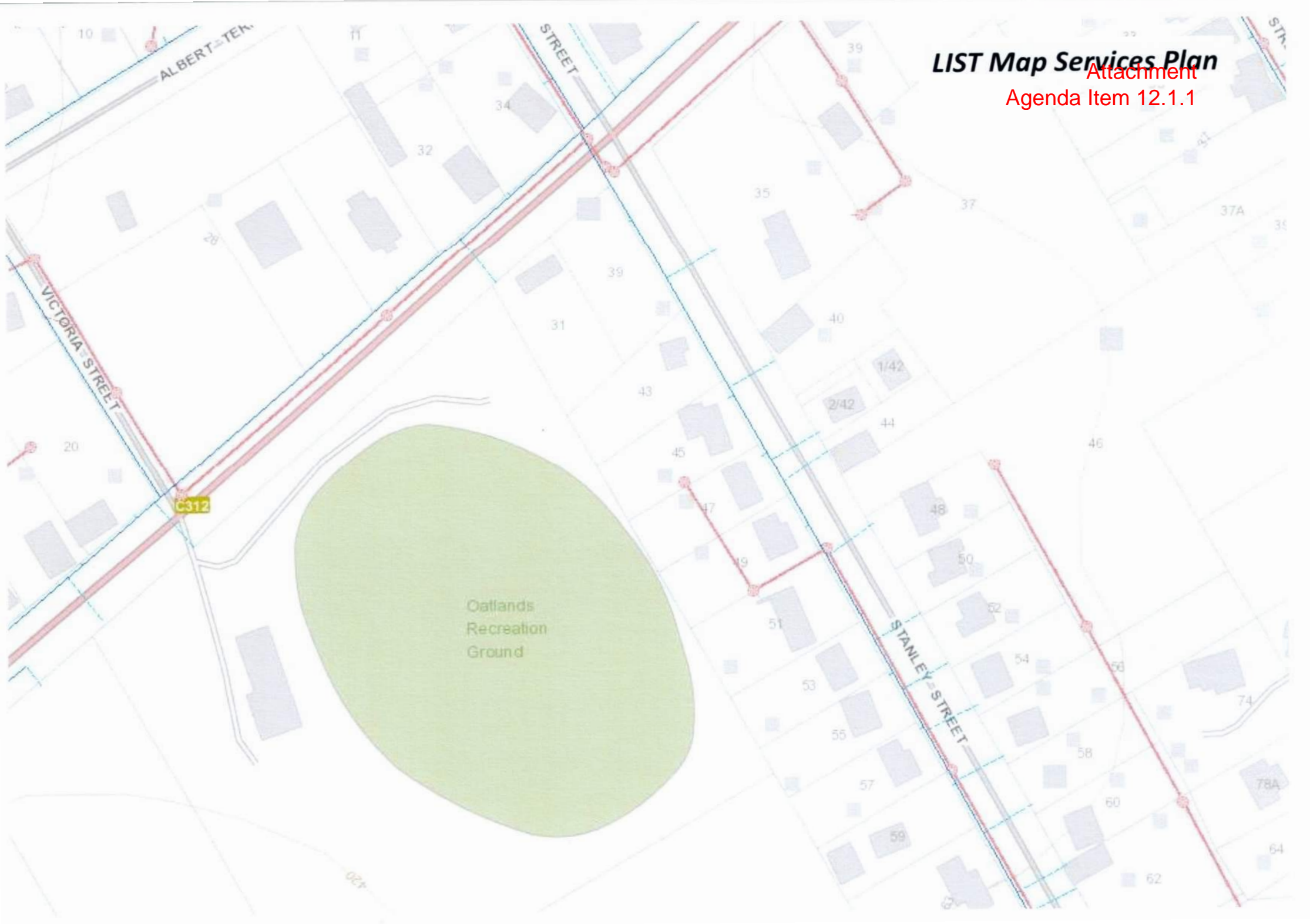
by

Andrew Benson

September 2024

LIST Map Services Plan

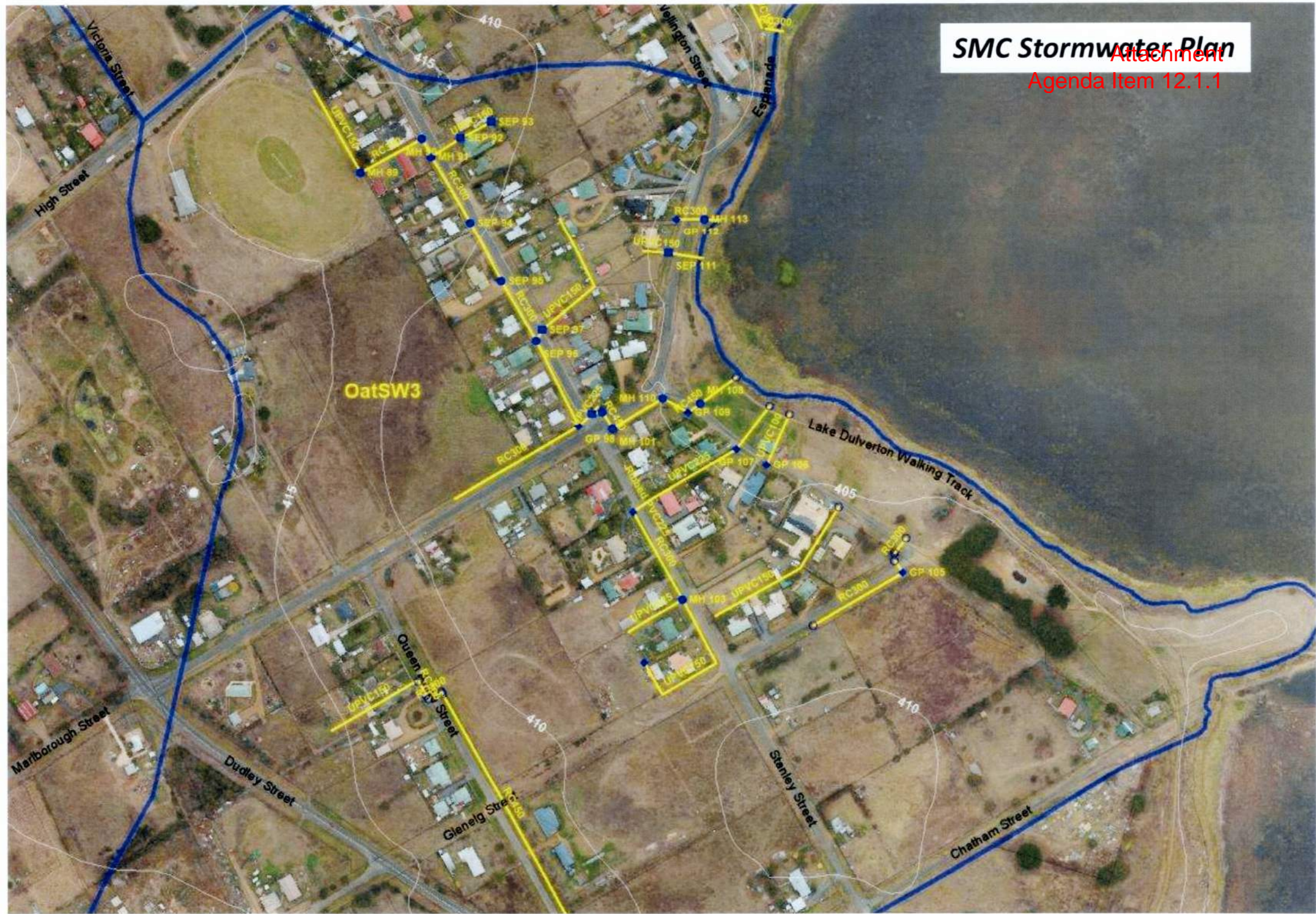
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SMC Stormwater Plan

Attachment

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Oatlands Recreation Ground Sports Ground Lighting
16.06.20_Oatlands_As built electrical cable pathways

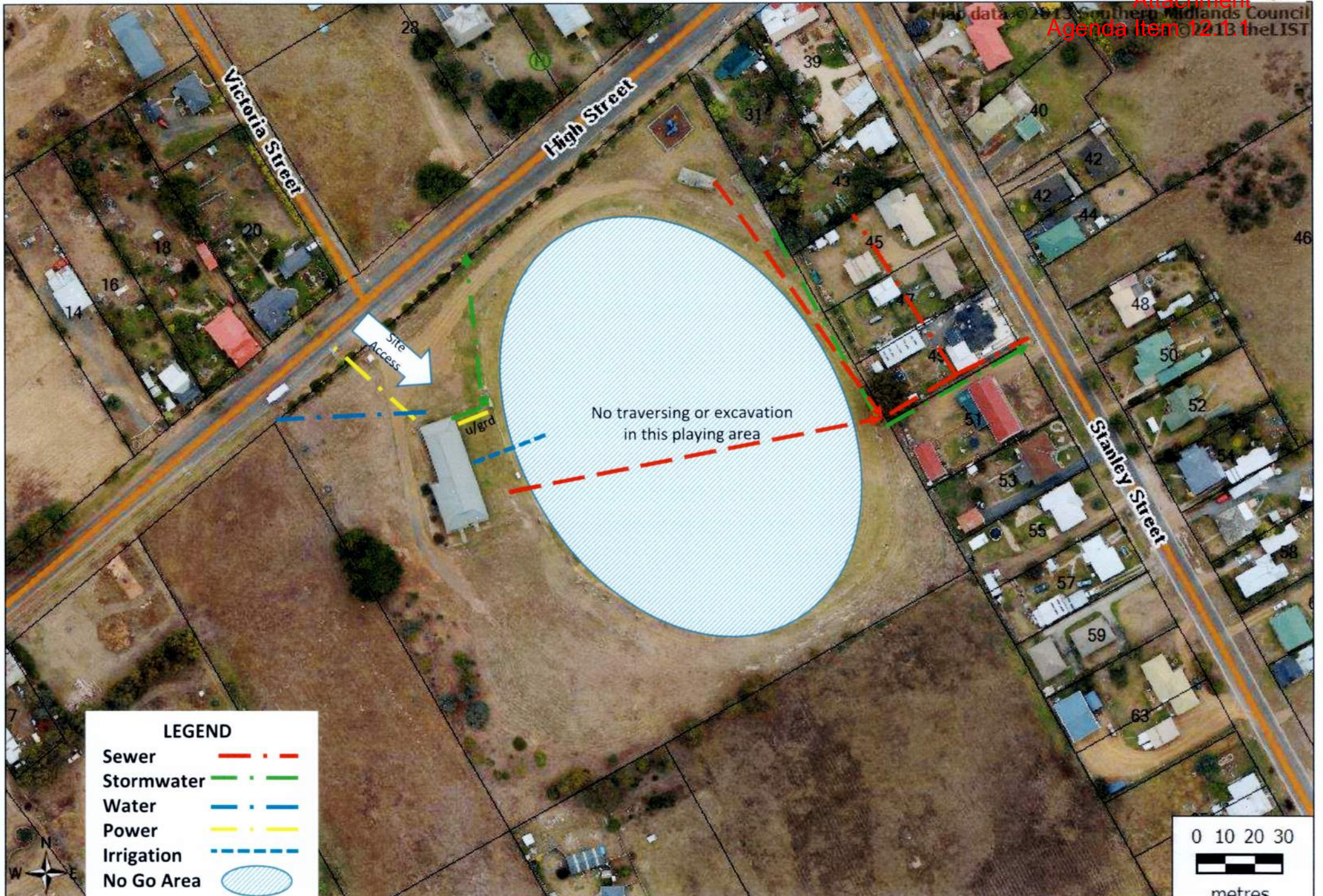


***Oatlands Recreation Ground Sports Ground Lighting
16.06.20_Oatlands_As built electrical cable pathways***

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Oatlands Recreation Ground Services Plan



Proposed Water Connection Upgrade by SMC/TasWater to the Oatlands Recreation Ground

Postal Code: Name of Address:

lon: 147.365808 lat: -42.303527

Water Mains

See on map

SubtypeCD : 1304

MATERIAL : AC

DIAMETER : 100

QUAL_CLASS : QL-D

AssetID : A506089

d_SubtypeC : Reticulation Main

d_MATERIAL : Asbestos Cement

d_DIAMETER : 100mm

ACCURACY : Australian Standard (AS 5488) - Quality Level D



Proposed Sewer Upgrades by SMC/TasWater to the Oatlands Recreation Ground



SRC - KEMPTON
RECEIVED
09/09/24

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High Street

Playground

Scoreboard

Entrance

10 cars

22 cars

Oatlands Recreation Ground

28 cars
overflow
for finals

*Existing Site Plan
Oatlands Recreation Ground*



STRLUS Urban Growth Boundary Update

Consultation Paper

February 2025

We acknowledge and pay our respects to all Aboriginal people in Tasmania; their identity and culture.

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State Planning Office, Department of State Growth
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1.0 Introduction

The Minister for Housing, Planning and Consumer Affairs has requested an update to the Urban Growth Boundary (UGB) within the Southern Tasmanian Regional Land Use Strategy (STRLUS).

This paper provides an overview of the proposed update, which involves a change to the mapped boundary of the UGB as shown on Map 10 of the STRLUS.

The capacity to rezone land within the areas identified will be subject to all other requirements being met for a planning scheme amendment, including all other applicable STRLUS policies, State Policies and other requirements of the *Land Use Planning and Approvals Act 1993* (the Act).

2.0 Background

The UGB is shown in Map 10 of the STRLUS and comprises land within the metropolitan areas within Hobart, Glenorchy, Clarence, Kingborough, Brighton and Sorell.

Map 10 shows the preferred extent of urban development for Greater Hobart as well as identified greenfield development precincts and densification areas. The densification areas show where infrastructure and services can support a comparatively higher density of urban development.

Settlement growth in Hobart is managed through the application of the UGB and the associated regional policies under SRD 2 of the STRLUS settlement strategy. A fundamental objective of the UGB is to ensure the supply of residential land is sufficient to accommodate projected growth over time, and that infrastructure and services can accommodate that growth.

The UGB facilitates a more orderly and sustainable use and development of land by helping to contain development to areas already zoned for urban purposes, or identified as being suitable for growth from an economic, environmental and liveability perspective. It takes into consideration:

- infrastructure capacity (road, water, sewer, electricity, telecommunications),
- access to services such as health, education and public transport,
- natural values, environmental, landscape and heritage values, and natural hazards.

Importantly, the UGB provides certainty for government, infrastructure and service providers, industry, landowners and the general community, by identifying where urban growth should occur.

2.1 Periodic and Recent Reviews of the UGB

Periodic review of the Urban Growth Boundary is important to ensure the strategy remains relevant and fit for purpose, but also to ensure the supply of land for residential development is sufficient to meet projected demand.

The existing STRLUS was first declared on 27 October 2011 and has since undergone several amendments, the most recent being on 17 May 2023 in response to residential growth needs identified as part of the Greater Hobart Plan. That amendment involved:

- Changes to Map 10 to rectify a number of anomalies and errors, and an expansion of the boundary to include several new areas; and;
- An amended Settlement and Residential Development Regional Policy SRD 2.12 to allow for land outside but adjoining the UGB, it to be considered for urban development, if it meets all requirements in that policy.

2.2 Methodology

The Minister has identified potential changes to the boundary to accommodate land identified through the STRLUS comprehensive review currently underway, and potential additional growth opportunities.

The intention is to bring forward changes which would otherwise not occur until after the STRLUS comprehensive review is completed later in 2025, thus ensuring the timely release of land for residential development.

A summary of the additional land area and the approximate maximum dwelling yield resulting from the proposed UGB update is provided in Table 16 (Section 5 of this report).

3.0 Timing and Implementation

Under s5A of the *Land Use Planning and Approvals Act 1993* (the Act), the Minister, in reviewing a Regional Land Use Strategy, must consult with the Tasmanian Planning Commission, planning authorities in the region, and the State Agencies and State Authorities as he or she thinks fit.

Given the nature and extent of the proposed changes to the UGB, the Minister has requested a six-week public consultation period.

Once approved, changes to the UGB will be brought into effect through the Minister's declaration of an amended STRLUS (with a revised Map 10).

4.0 STRLUS Urban Growth Boundary Update

4.1 Brighton

Figure 1 shows the areas for inclusion in the Urban Growth Boundary (UGB) at Brighton.

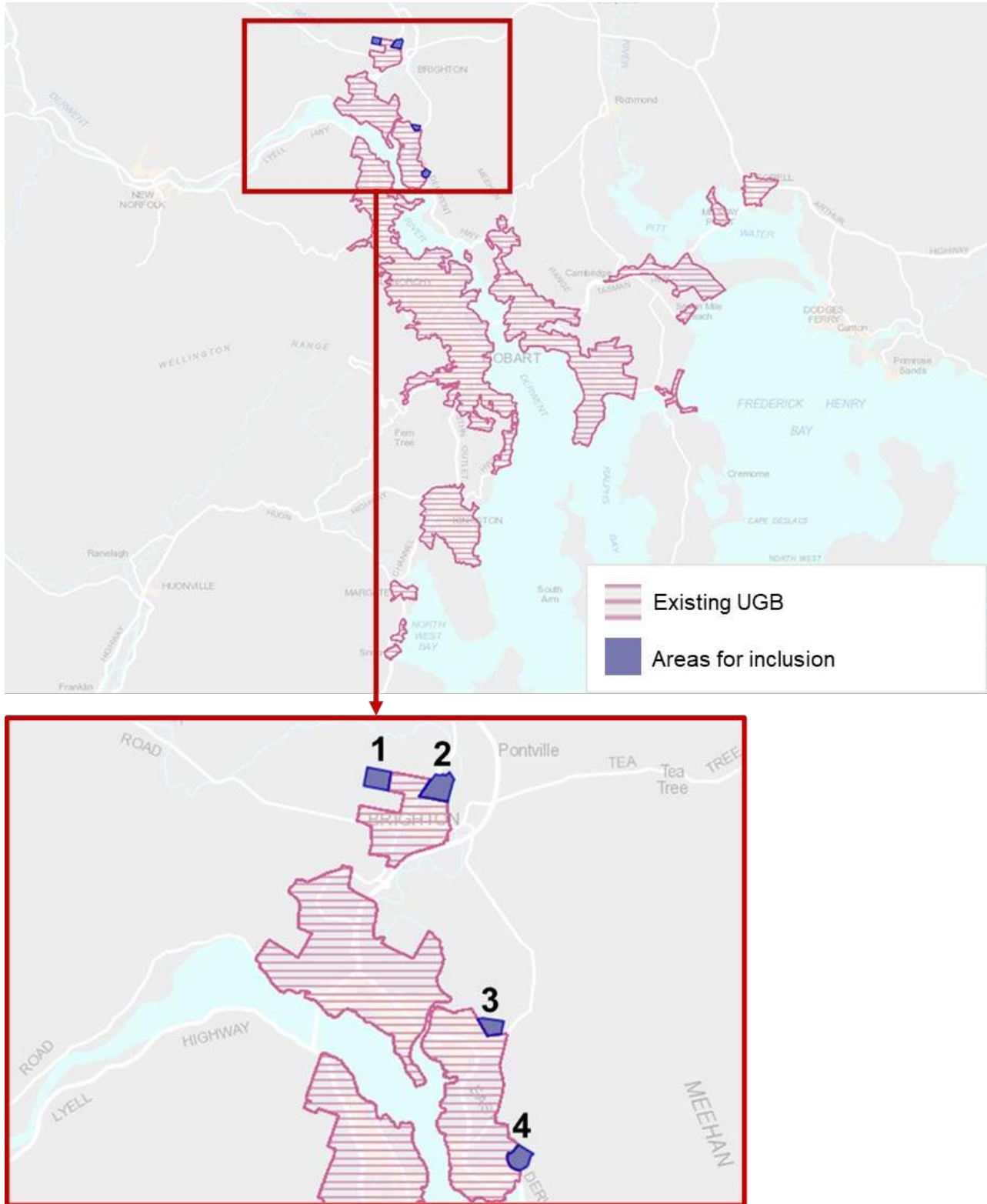


Figure 1. Areas for inclusion in the UGB at Brighton.

4.1.1 Area 1

Municipal Area	Brighton
Reference	Cartwright Street, Brighton
Current Zoning	11.0 Rural Living (Zone A)
Current Use	Residential & Utilities
Approximate Total Land Area	26.7 ha
Approximate Maximum Dwelling Yield¹	474
Comments	Identified through the STRLUS comprehensive review process



Table 1. Brighton – Area 1.

¹ Unless a different approach to calculating the approximate maximum dwelling yield is specified, assume that the approximate maximum dwelling yield was calculated by discounting 20% of the approximate total land area to factor in required physical and social infrastructure, such as access roads and public open space, and then dividing the remaining area by 450m², which corresponds with the minimum subdivision lot size under clause 8.6.1 A1 of the State Planning Provisions (SPPs) of the Tasmanian Planning Scheme (TPS) for General Residential-zoned land. The actual dwelling yield may vary, considering factors such as land constraints, the actual use or development that occurs on the land and how, and the zoning ultimately applied to the land.

4.1.2 Area 2

Municipal Area	Brighton
Reference	Brighton Road, Brighton
Current Zoning	8.0 General Residential 11.0 Rural Living (Zone A) 29.0 Open Space
Current Use	Residential & Utilities
Approximate Total Land Area	35.9 ha
Approximate Maximum Dwelling Yield	638
Comments	Identified through the STRLUS comprehensive review process

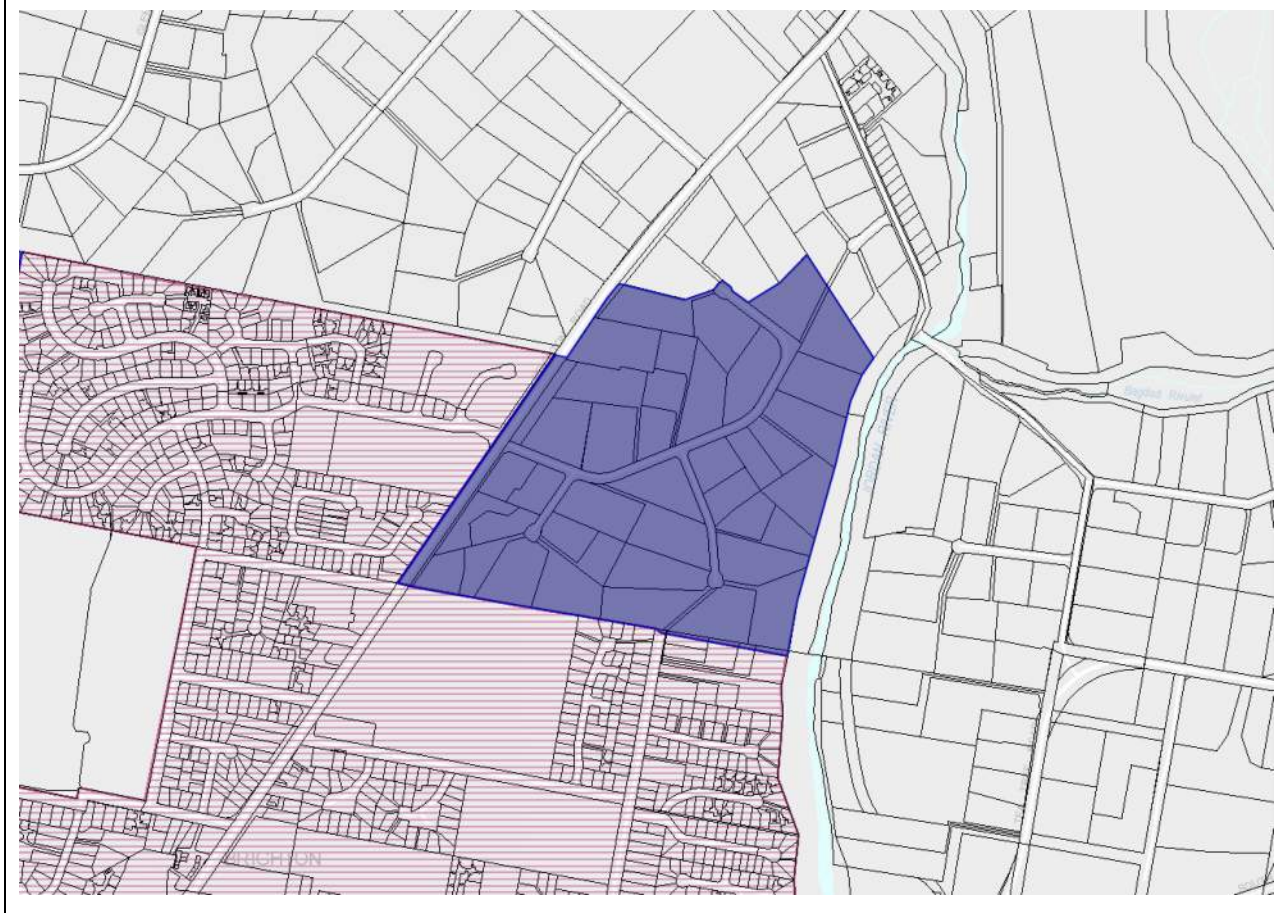


Table 2. Brighton – Area 2.

4.1.3 Area 3

Municipal Area	Brighton
Reference	Plymouth Road, Gagebrook
Current Zoning	20.0 Rural
Current Use	Utilities & Vacant Land
Approximate Total Land Area	18.1 ha
Approximate Maximum Dwelling Yield	321
Comments	Identified through the STRLUS comprehensive review process

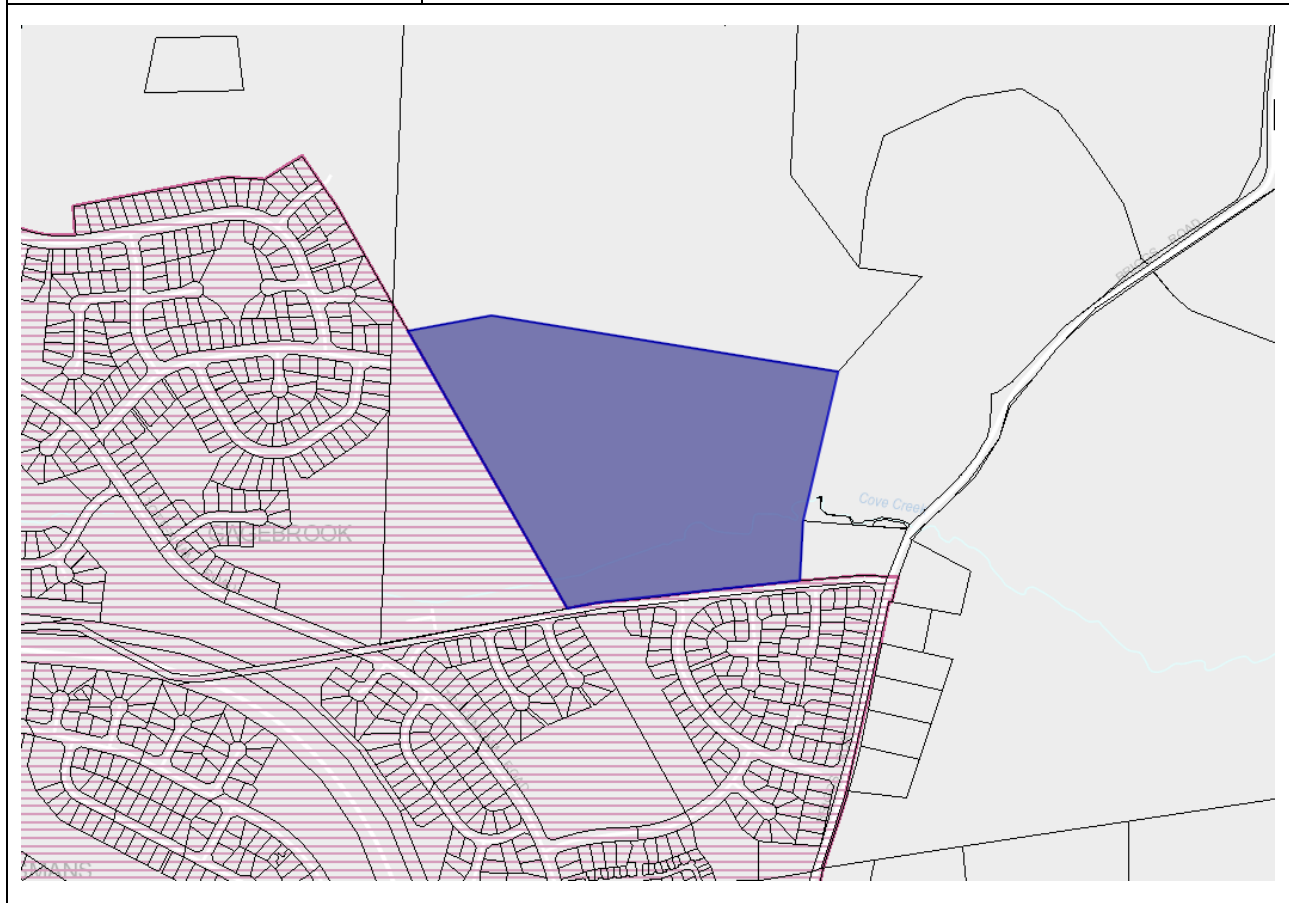


Table 3. Brighton – Area 3.

4.1.4 Area 4

Municipal Area	Brighton
Reference	Baskerville Road, Old Beach
Current Zoning	8.0 General Residential 11.0 Rural Living (Zone A)
Current Use	Extractive Industry, Residential, Resource Development & Vacant Land
Approximate Total Land Area	23.8 ha
Approximate Maximum Dwelling Yield	423
Comments	Identified through the STRLUS comprehensive review process

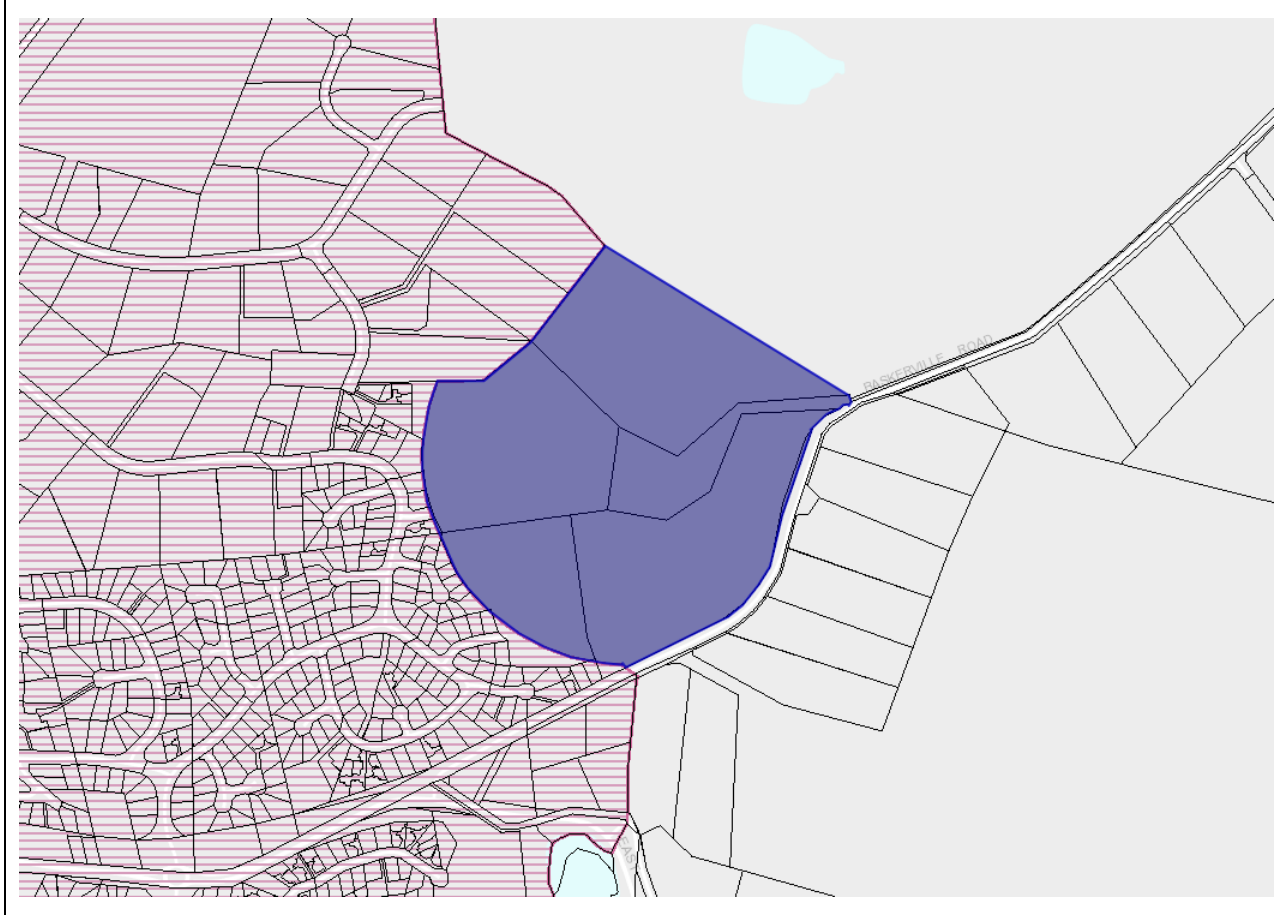


Table 4. Brighton – Area 4.

4.2 Clarence

Figure 2 shows the areas for inclusion in the UGB at Clarence.

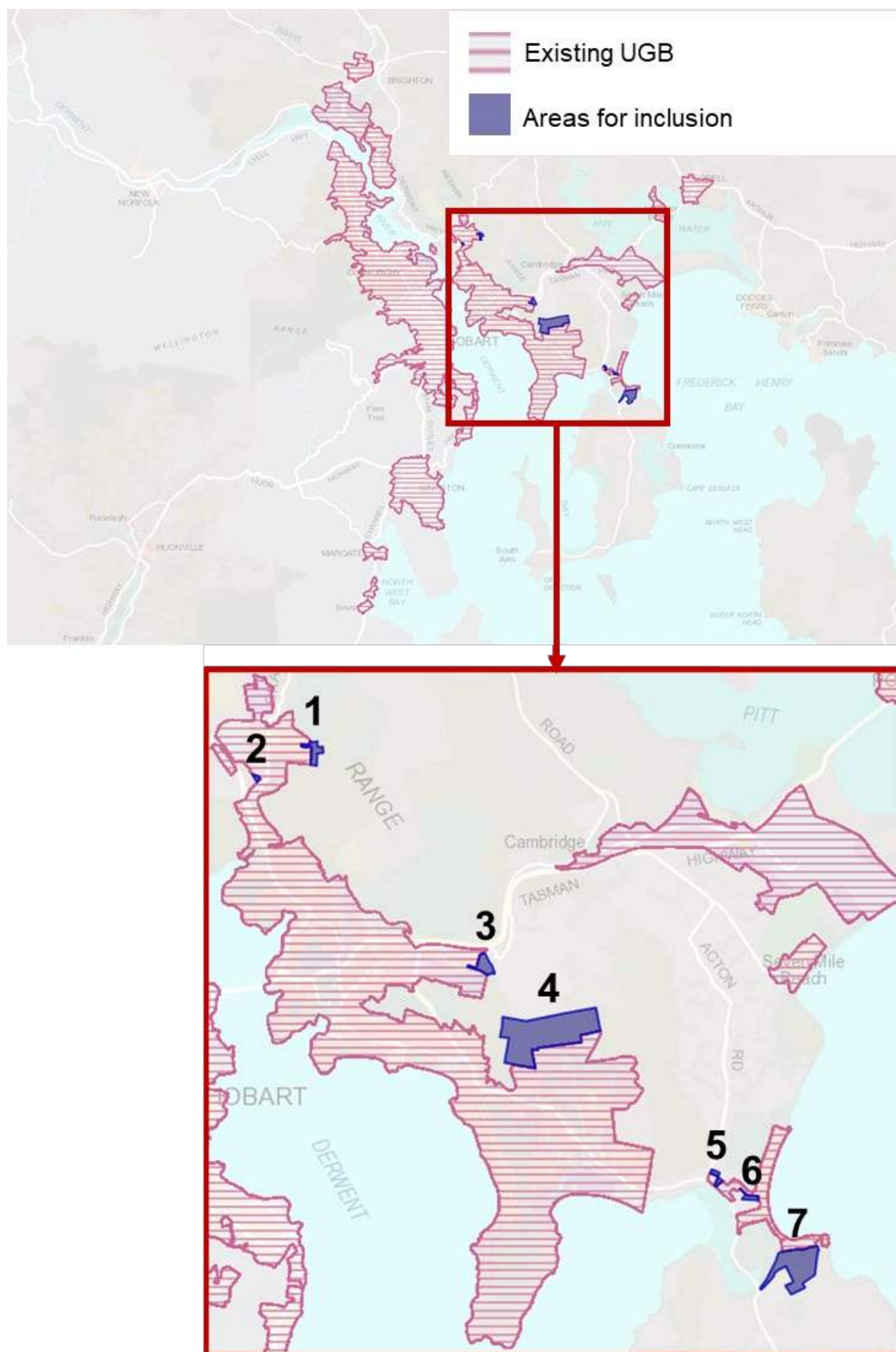


Figure 2. Areas for inclusion in the UGB at Clarence.

4.2.1 Area 1

Municipal Area	Clarence
Reference	Downhams Road, Risdon Vale
Current Zoning	20.0 Rural 22.0 Landscape Conservation 29.0 Open Space
Current Use	Passive Recreation & Residential
Approximate Total Land Area	11.5 ha
Approximate Maximum Dwelling Yield	204
Comments	Identified through dialogue with council officers

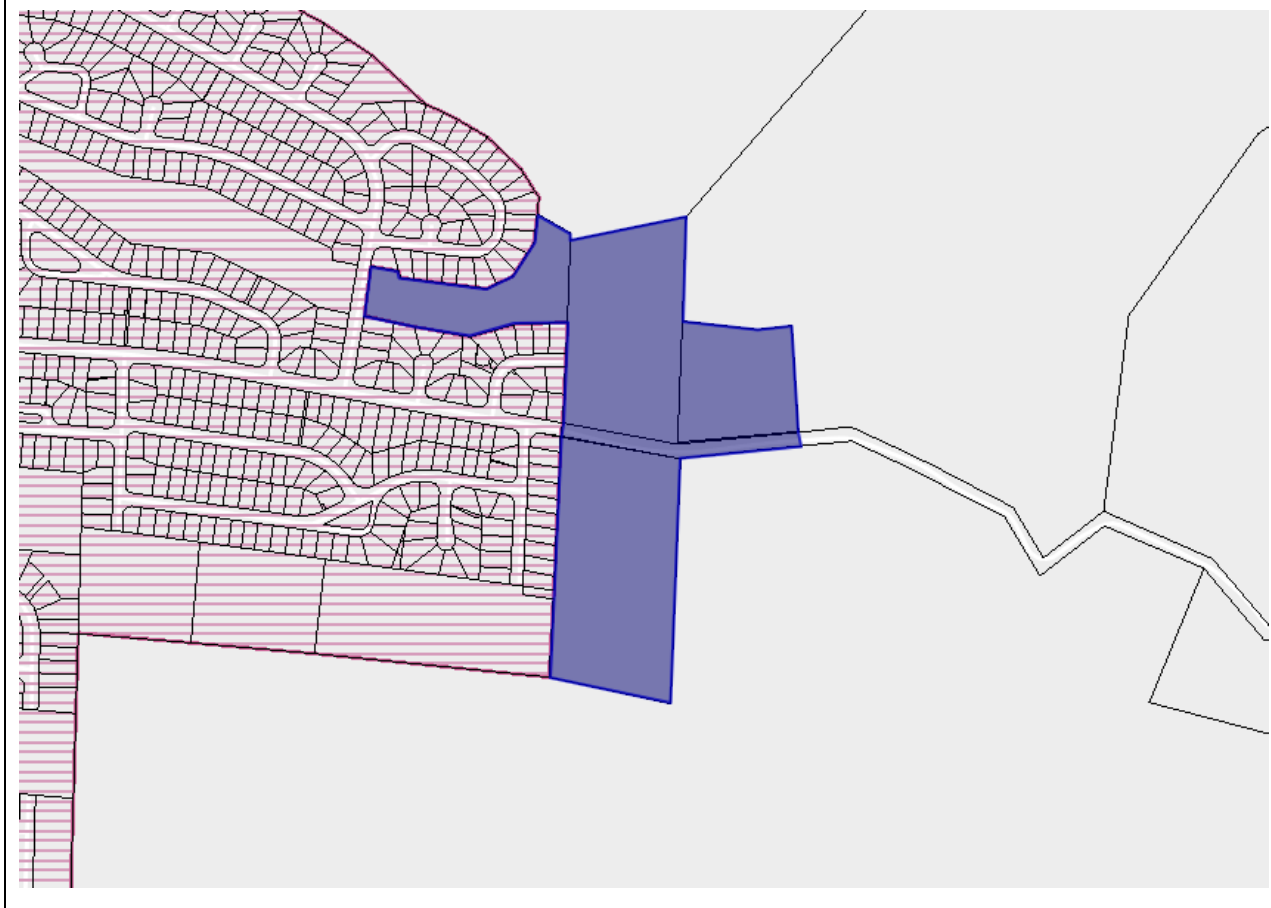


Table 5. Clarence – Area 1.

4.2.2 Area 2

Municipal Area	Clarence
Reference	Sugarloaf Road, Risdon Vale
Current Zoning	20.0 Rural
Current Use	Residential
Approximate Total Land Area	1.5 ha
Approximate Maximum Dwelling Yield	26
Comments	Identified through dialogue with council officers

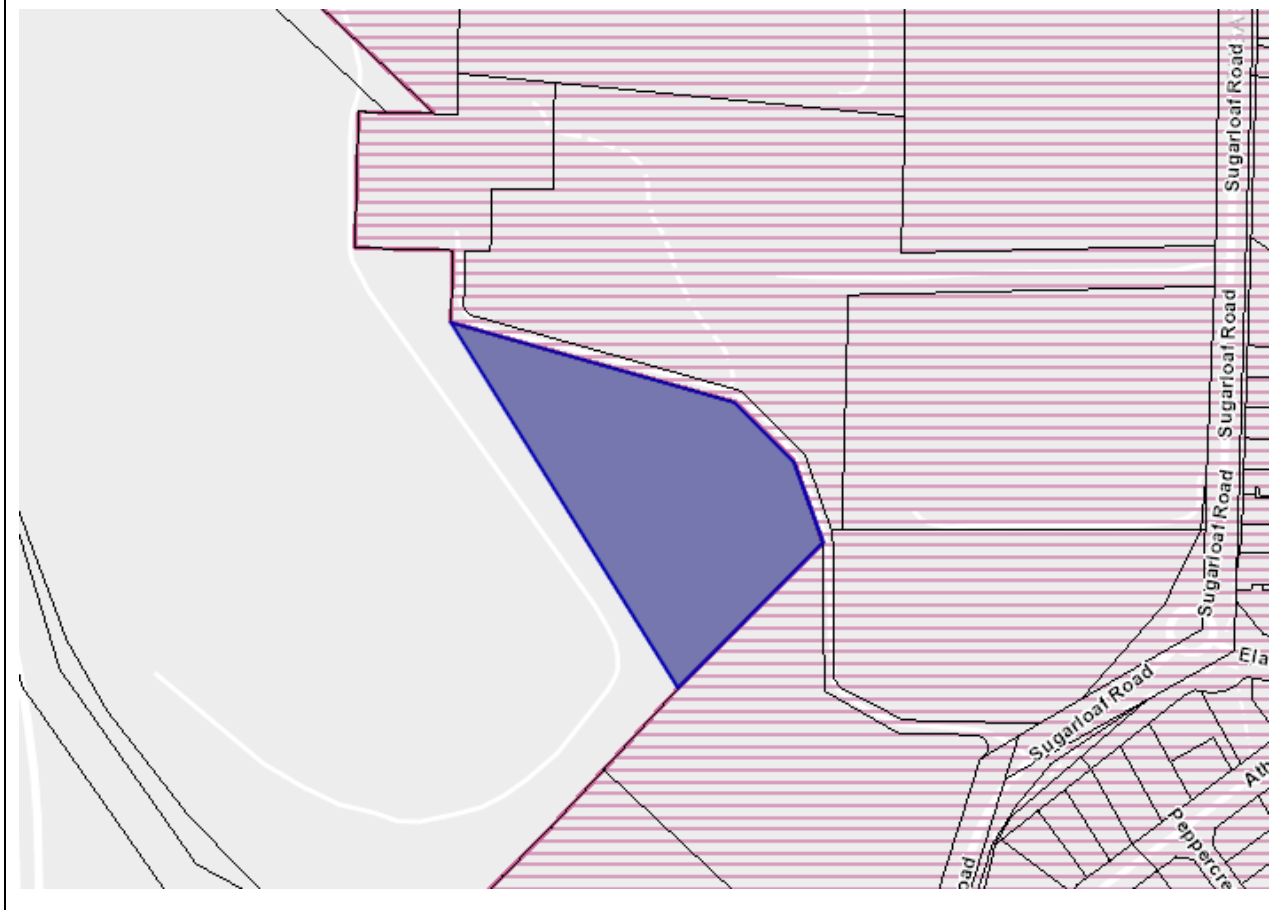


Table 6. Clarence – Area 2.

4.2.3 Area 3

Municipal Area	Clarence
Reference	Pass Road (North), Rokeby
Current Zoning	11.0 Rural Living (Zone B) 19.0 General Industrial 29.0 Open Space
Current Use	Residential, Storage & Vacant Land
Approximate Total Land Area	13.7 ha
Approximate Maximum Dwelling Yield	243
Comments	Identified through dialogue with council officers

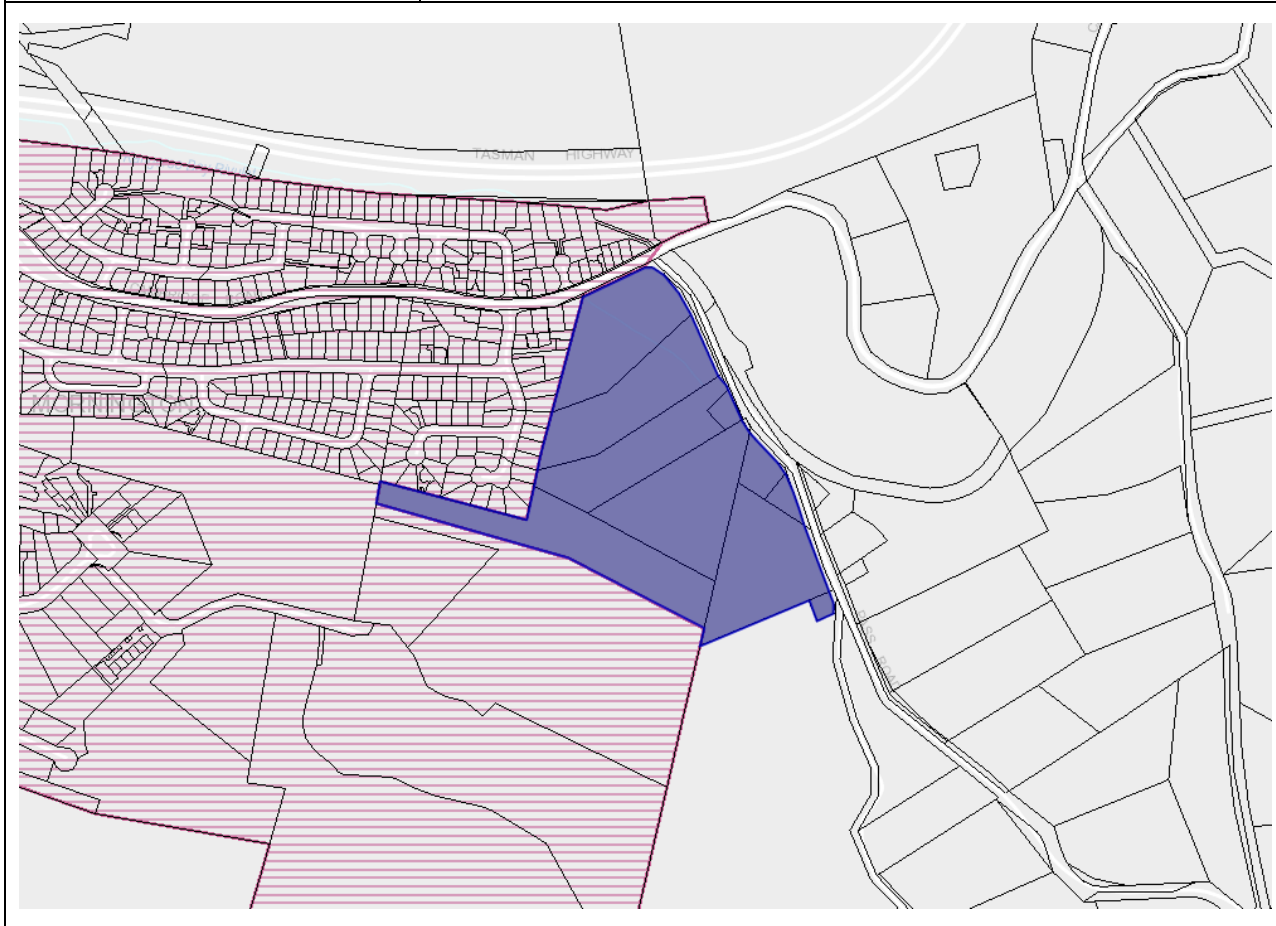


Table 7. Clarence – Area 3.

4.2.4 Area 4

Municipal Area	Clarence
Reference	Pass Road (South), Rokeby
Current Zoning	8.0 General Residential 20.0 Rural 22.0 Landscape Conservation 29.0 Open Space
Current Use	Residential, Resource Development, Utilities & Vacant Land
Approximate Total Land Area	176.0 ha
Approximate Maximum Dwelling Yield	3,128
Comments	Identified through dialogue with council officers

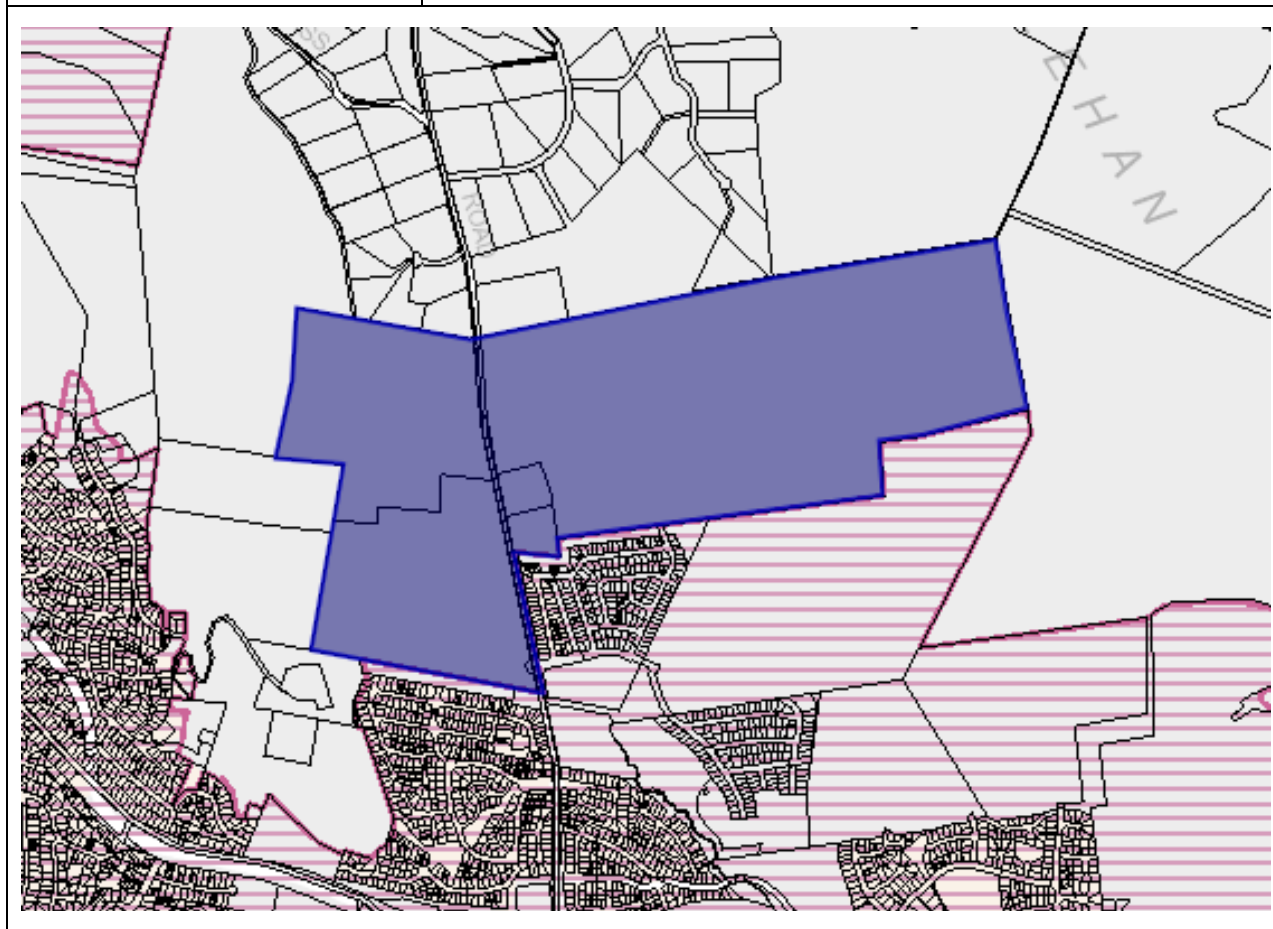


Table 8. Clarence – Area 4.

4.2.5 Area 5

Municipal Area	Clarence
Reference	Acton Road & South Arm Road, Acton Park & Lauderdale
Current Zoning	11.0 Rural Living (Zone B) 27.0 Community Purpose
Current Use	Education and Occasional Care & Residential
Approximate Total Land Area	4.1 ha (Out of which 2.1 ha are for community purpose)
Approximate Maximum Dwelling Yield	35
Comments	Identified through dialogue with council officers

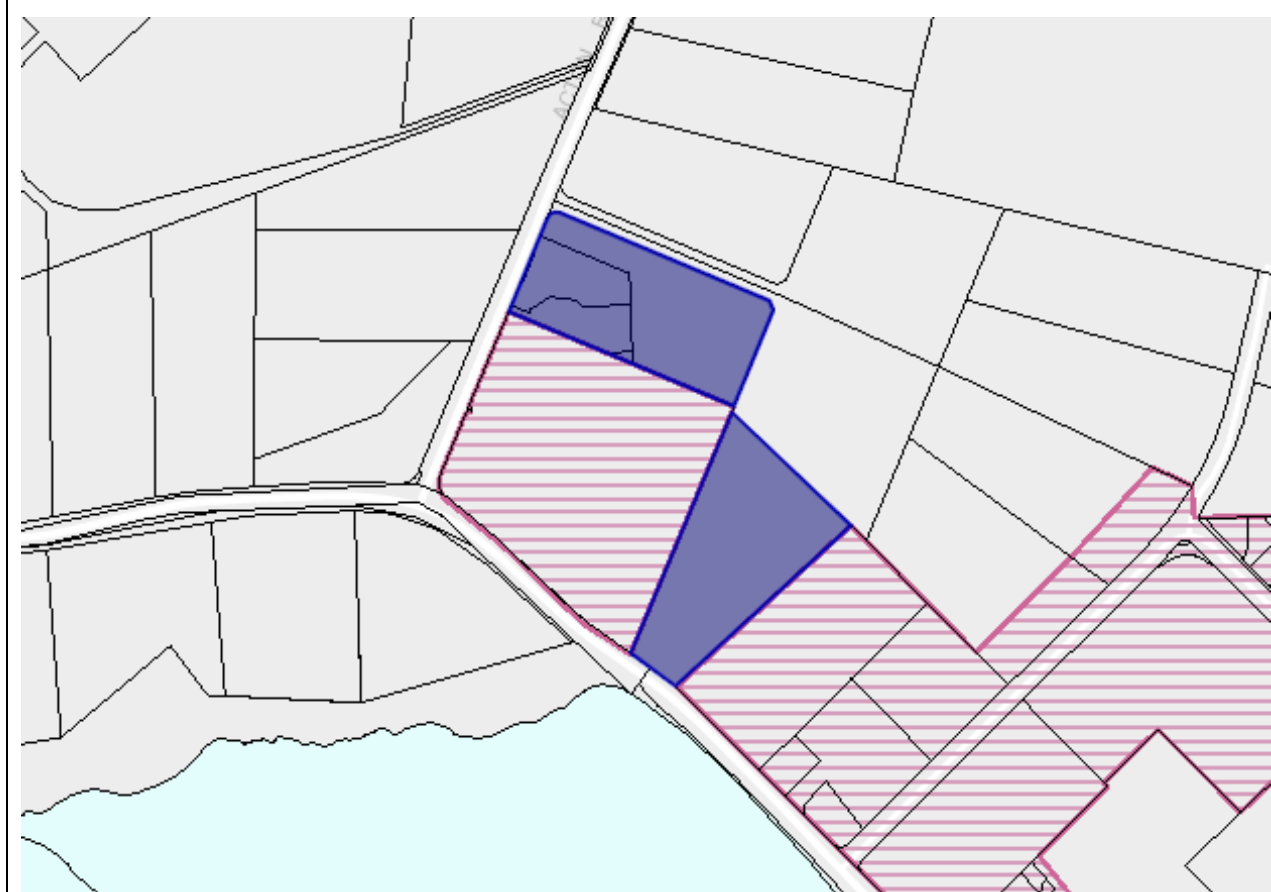


Table 9. Clarence – Area 5.

4.2.6 Area 6

Municipal Area	Clarence
Reference	Mannata Street, Lauderdale
Current Zoning	8.0 General Residential 11.0 Rural Living (Zone B) 14.0 Local Business
Current Use	Residential & Vacant Land
Approximate Total Land Area	3.7 ha
Approximate Maximum Dwelling Yield ²	44
Comments	Identified through dialogue with a developer

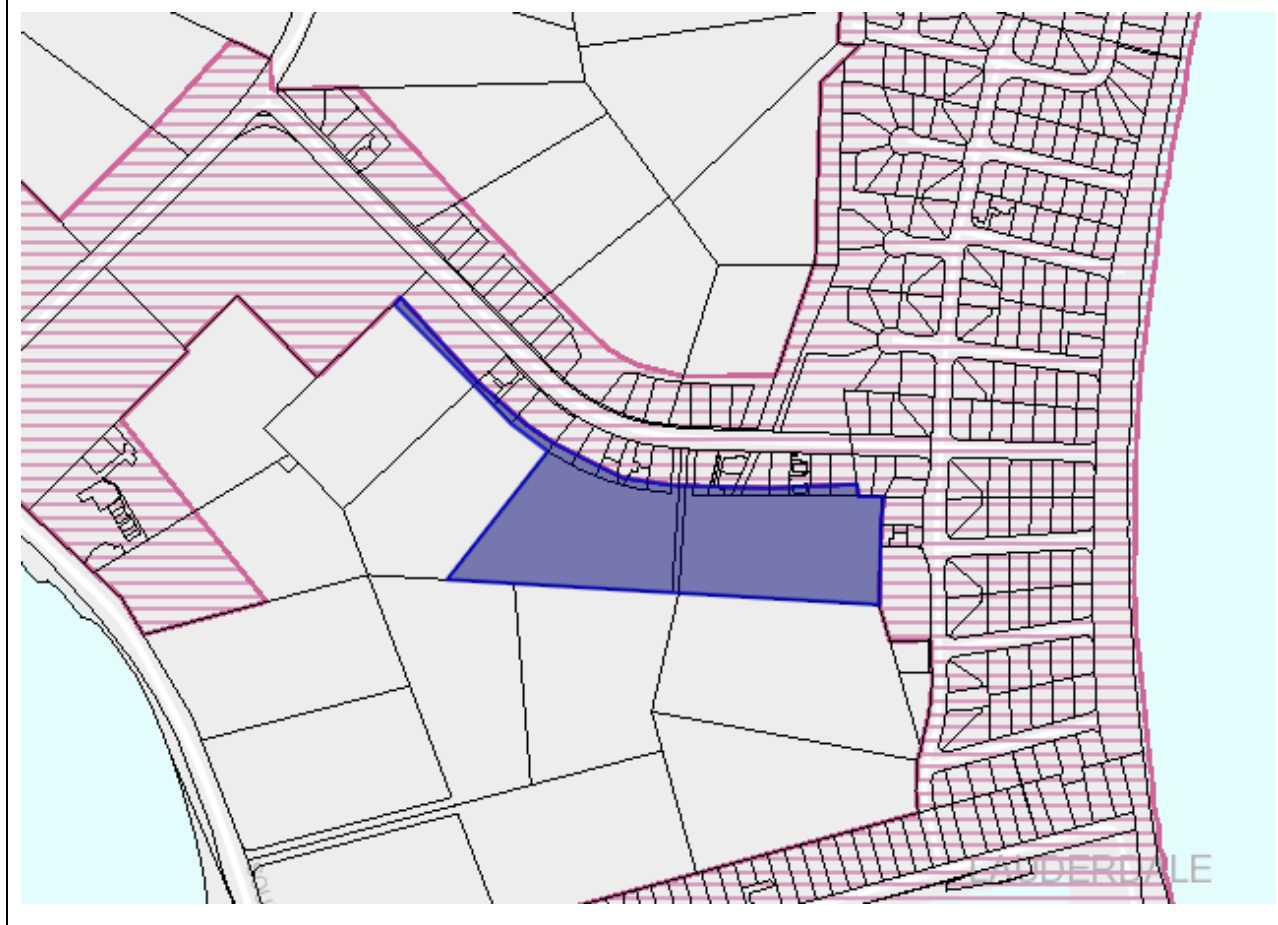


Table 10. Clarence – Area 6.

² The approximate maximum dwelling yield was calculated using proposed subdivision plans for the site.

4.2.7 Area 7

Municipal Area	Clarence
Reference	Richardsons Road, Sandford
Current Zoning	20.0 Rural 22.0 Landscape Conservation
Current Use	Vacant Land
Approximate Total Land Area	72.9 ha
Approximate Maximum Dwelling Yield³	147
Comments	Identified through dialogue with a developer

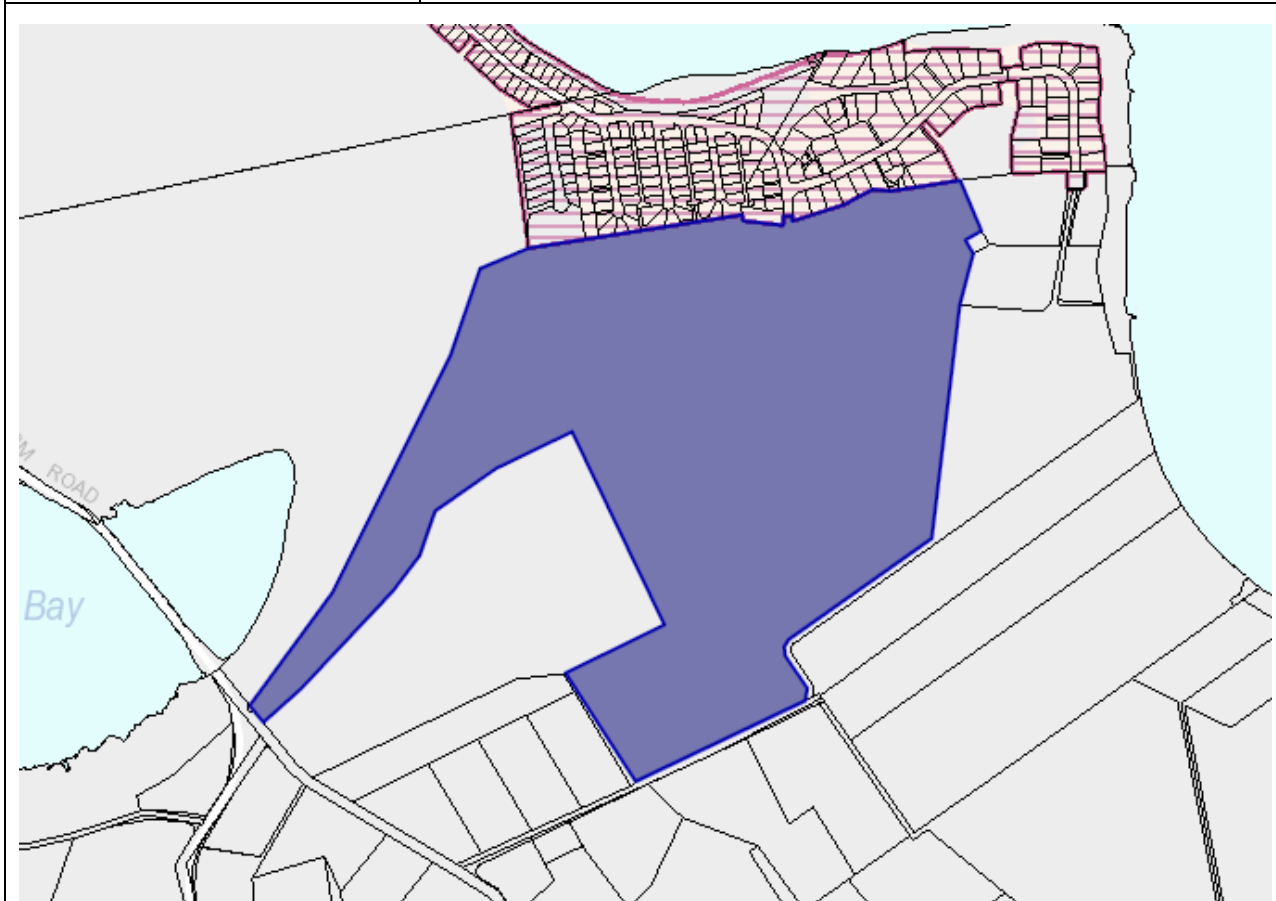


Table 11. Clarence – Area 7.

³ The approximate maximum dwelling yield was calculated using proposed subdivision plans for the site.

4.3 Kingborough

Figure 3 shows the areas for inclusion in the UGB at Kingborough.

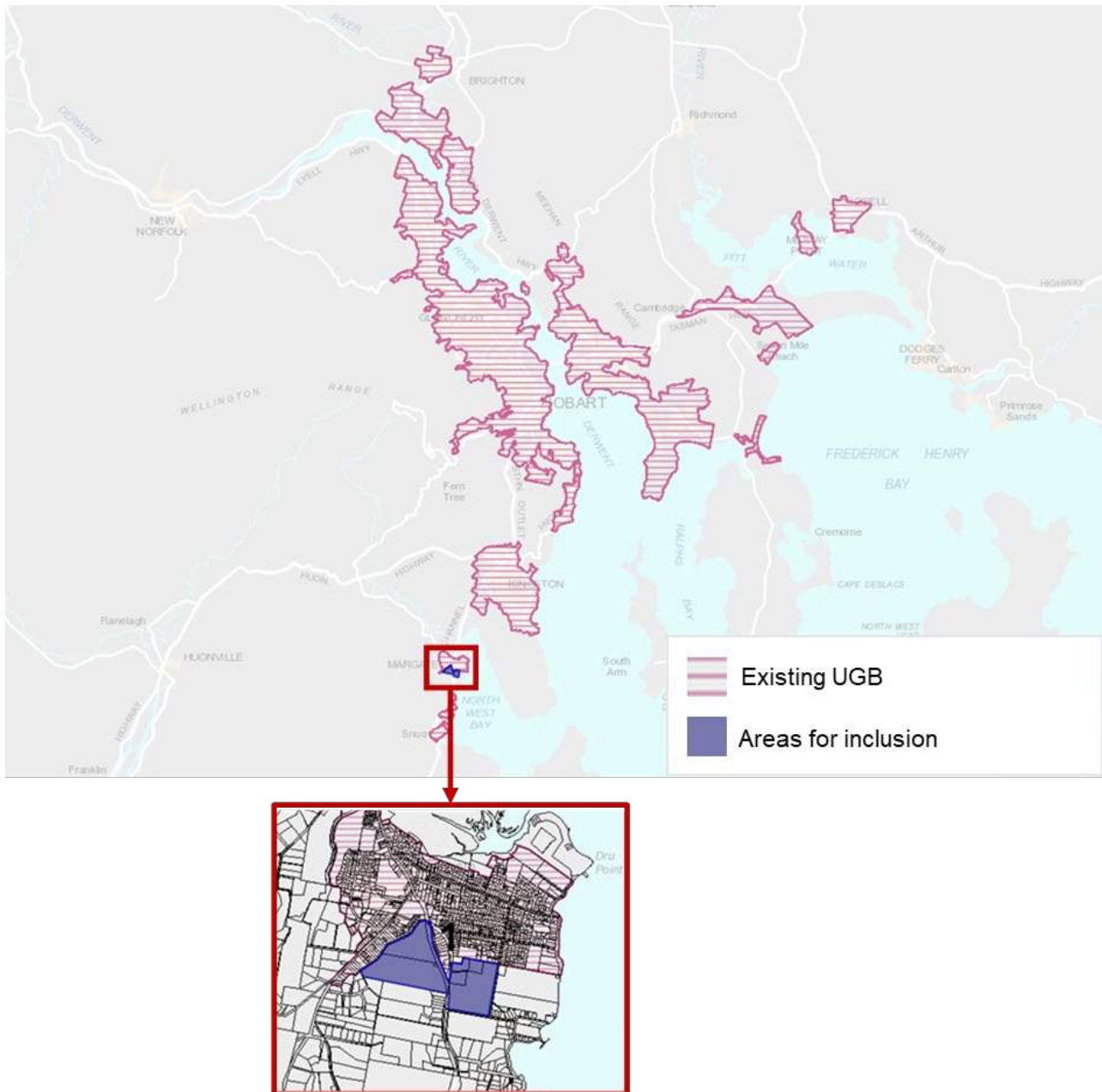


Figure 3. Areas for inclusion in the UGB at Kingborough.

4.3.1 Area 1

Municipal Area	Kingborough
Reference	Channel Highway, Margate
Current Zoning	13.0 Rural Living* 26.0 Rural Resource* 28.0 Utilities* *Under the Kingborough Interim Planning Scheme 2015
Current Use	General Retail and Hire, Residential, Utilities & Vacant Land
Approximate Total Land Area	33.1 ha
Approximate Maximum Dwelling Yield	588
Comments	Identified through the STRLUS comprehensive review process

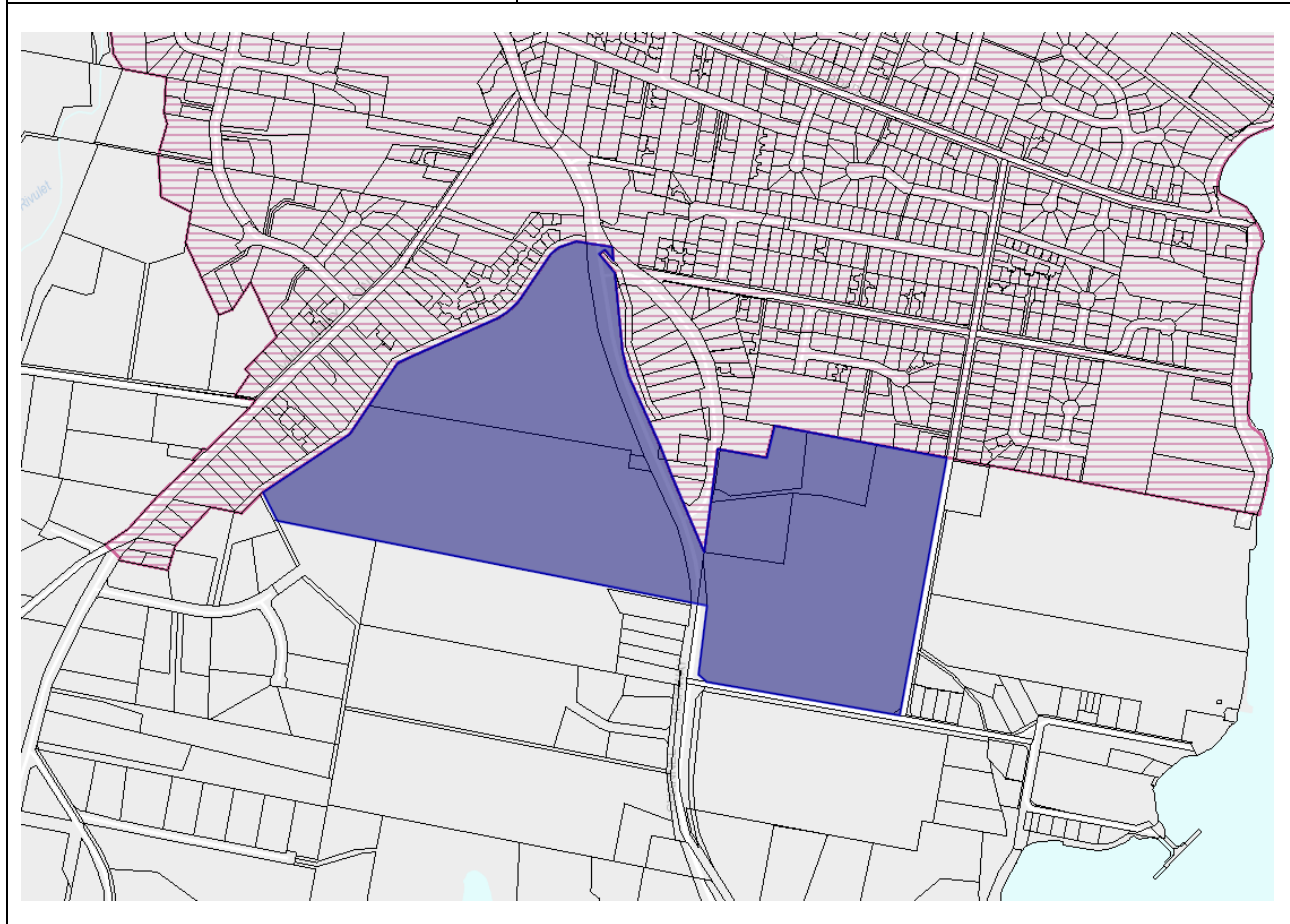


Table 12. Kingborough – Area 1.

4.4 Sorell

Figure 4 shows the areas for inclusion in the UGB at Sorell.

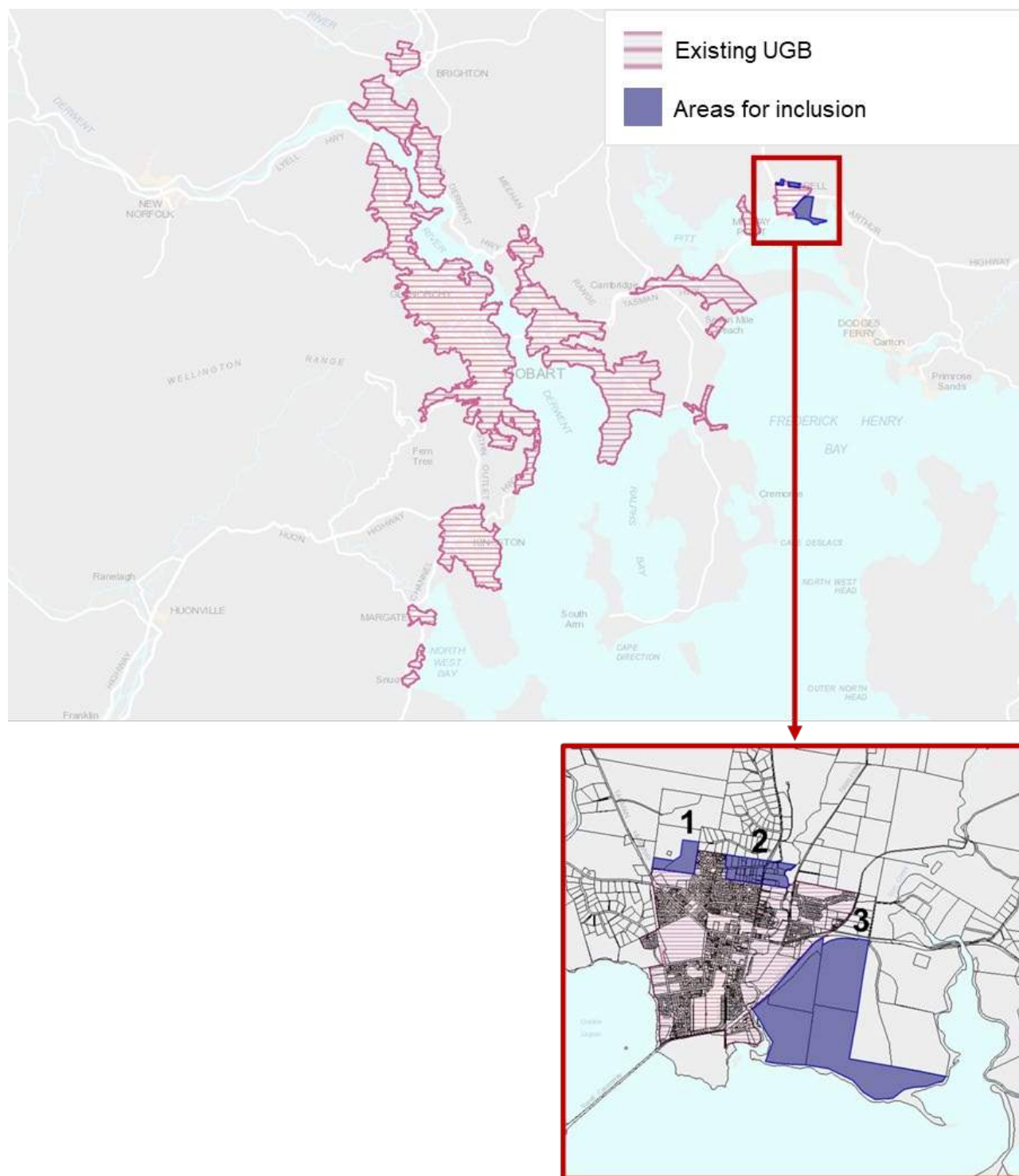


Figure 4. Areas for inclusion in the UGB at Sorell.

4.4.1 Area 1

Municipal Area	Sorell
Reference	Tasman Highway, Sorell
Current Zoning	21.0 Agriculture
Current Use	Residential & Utilities
Approximate Total Land Area	10.9 ha
Approximate Maximum Dwelling Yield	193
Comments	Identified through the STRLUS comprehensive review process



Table 13. Sorell – Area 1.

4.4.2 Area 2

Municipal Area	Sorell
Reference	Gatehouse Drive & Weston Hill Road, Sorell
Current Zoning	10.0 Low-Density Residential
Current Use	Residential & Utilities
Approximate Total Land Area	20.0 ha
Approximate Maximum Dwelling Yield	355
Comments	Identified through the STRLUS comprehensive review process



Table 14. Sorell – Area 2.

4.4.3 Area 3

Municipal Area	Sorell
Reference	Arthur Highway, Sorell
Current Zoning	21.0 Agriculture 26.0 Utilities
Current Use	Residential, Utilities & Vacant Land
Approximate Total Land Area	166.0 ha
Approximate Maximum Dwelling Yield	2,951
Comments	Identified through the STRLUS comprehensive review process

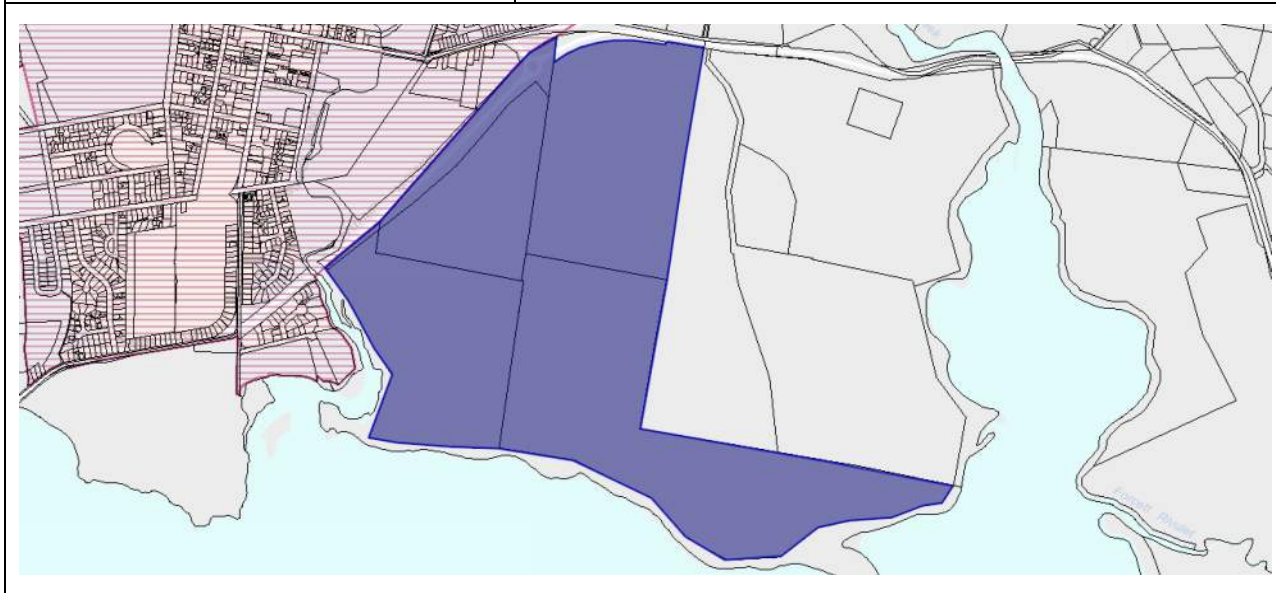


Table 15. Sorell – Area 3.

5.0 Approximate Maximum Dwelling Yield Summary

Municipality	Reference	Approx. total land area (in ha)	Approx. max. dwelling yield (in units)
Brighton	Cartwright Street, Brighton	26.7	474
	Brighton Road, Brighton	35.9	638
	Plymouth Road, Gagebrook	18.1	321
	Baskerville Road, Old Beach	23.8	423
	Subtotal	104.5	1,856
Clarence	Downhams Road, Risdon Vale	11.5	204
	Sugarloaf Road, Risdon Vale	1.5	26
	Pass Road (North), Rokeby	13.7	243
	Pass Road (South), Rokeby	176.0	3,128
	Acton Road & South Arm Road, Acton Park & Lauderdale	4.1	35
	Mannata Street, Lauderdale	3.7	44
	Richardsons Road, Sandford	72.9	147
	Subtotal	281.3	3,827
Glenorchy	No areas for inclusion	0.0	0
	Subtotal	0.0	0
Hobart	No areas for inclusion	0.0	0
	Subtotal	0.0	0
Kingborough	Channel Highway, Margate	33.1	588
	Subtotal	33.1	588
Sorell	Tasman Highway, Sorell	10.9	193
	Gatehouse Drive & Weston Hill Road, Sorell	20.0	355
	Arthur Highway, Sorell	166.0	2,951
	Subtotal	196.9	3,499
Altogether	Total	615.8	9,770

Table 16. Approximate Maximum Dwelling Yield Summary.

Note: Table 16 summarises the approximate maximum dwelling yield that may result from this UGB update. It does not factor in dwelling yield that may result from residential infill development or the conversion of Future Urban-zoned land in the UGB for residential purposes.

High Street near Wellington Street - Oatlands
Traffic Counter Report
December 2024 – January 2025
(June 2024 report for same location included)



Location of counter



Weekly Vehicle Counts

Site: High Street near Wellington Street
 Filter time: 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025
 Scheme: Vehicle classification (AustRoads94)
 Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	09 Dec	10 Dec	11 Dec	12 Dec	13 Dec*	14 Dec	15 Dec	1 - 5	1 - 7
0000-0100	*	0	1	2	2	7	0	1.3	2.0
0100-0200	*	0	2	0	1	5	5	0.8	2.2
0200-0300	*	0	1	1	3	1	0	1.3	1.0
0300-0400	*	0	0	0	1	2	0	0.3	0.5
0400-0500	*	0	4	3	3	1	1	2.5	2.0
0500-0600	*	0	15	10	15	7	5	10.0	8.7
0600-0700	*	0	69	64	59	21	11	48.0	37.3
0700-0800	*	0	82	100	95	50	34	69.3	60.2
0800-0900	*	0	153	175	172	122	100	125.0	120.3
0900-1000	*	0	150	158	153	167	133	115.3	126.8
1000-1100	*	0	208	200	211	201	195	154.8	169.2
1100-1200	*	0	217	203	208	245	232	157.0	184.2
1200-1300	*	0	217	209	239	198	210	166.3	178.8
1300-1400	0	50	185	186	211	163	182	126.4	139.6
1400-1500	0	206	214	204	279	125	165	180.6	170.4
1500-1600	0	201	194	172	295	163	183	172.4	172.6
1600-1700	0	197	240	211	246	143	138	178.8	167.9
1700-1800	0	150	167	164	264	121	119	149.0	140.7
1800-1900	0	75	105	151	84	77	88	83.0	82.9
1900-2000	0	31	45	48	116	30	41	48.0	44.4
2000-2100	0	19	34	48	186	17	16	57.4	45.7
2100-2200	0	25	24	27	73	31	20	29.8	28.6
2200-2300	0	6	4	8	38	20	10	11.2	12.3
2300-2400	0	4	4	6	21	8	3	7.0	6.6
Totals									
0700-1900	*	879	2132	2133	2457	1775	1779	1677.7	1713.5
0600-2200	*	954	2304	2320	2891	1874	1867	1860.9	1869.5
0600-0000	*	964	2312	2334	2950	1902	1880	1879.1	1888.4
0000-0000	*	964	2335	2350	2975	1925	1891	1895.1	1904.7
AM Peak	*	1100	1100	1100	1000	1100	1100		
	*	0	217	203	211	245	232		
PM Peak	*	1400	1600	1600	1500	1200	1200		
	*	206	240	211	295	198	210		

* Friday 13 December 2024 - Oatlands Christmas Pageant

Weekly Vehicle Counts

Site: High Street near Wellington Street
Filter time: 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	16 Dec	17 Dec	18 Dec	19 Dec	20 Dec	21 Dec	22 Dec	1 - 5	1 - 7
0000-0100	2	2	0	6	1	7	0	2.2	2.6
0100-0200	0	0	3	0	2	4	1	1.0	1.4
0200-0300	0	0	0	0	0	0	0	0.0	0.0
0300-0400	1	1	2	0	2	0	0	1.2	0.9
0400-0500	1	4	3	2	4	0	1	2.8	2.1
0500-0600	9	12	10	7	16	3	2	10.8	8.4
0600-0700	68	62	73	58	51	13	13	62.4	48.3
0700-0800	110	94	96	94	93	36	39	97.4	80.3
0800-0900	167	181	182	177	136	134	79	168.6	150.9
0900-1000	170	185	179	171	180	158	172	177.0	173.6
1000-1100	183	174	200	189	222	222	206	193.6	199.4
1100-1200	185	190	209	189	224	244	196	199.4	205.3
1200-1300	147	293	214	201	256	196	171	222.2	211.1
1300-1400	188	210	143	198	198	164	226	187.4	189.6
1400-1500	190	238	177	192	195	170	186	198.4	192.6
1500-1600	169	207	231	243	202	131	184	210.4	195.3
1600-1700	183	173	191	223	148	120	124	183.6	166.0
1700-1800	161	195	189	176	149	87	96	174.0	150.4
1800-1900	108	118	91	108	95	92	65	104.0	96.7
1900-2000	35	49	48	52	44	26	29	45.6	40.4
2000-2100	21	32	42	25	26	24	16	29.2	26.6
2100-2200	19	22	29	29	27	46	11	25.2	26.1
2200-2300	5	2	13	4	14	7	3	7.6	6.9
2300-2400	1	1	6	5	6	5	3	3.8	3.9
Totals									
0700-1900	1961	2258	2102	2161	2098	1754	1744	2116.0	2011.1
0600-2200	2104	2423	2294	2325	2246	1863	1813	2278.4	2152.6
0600-0000	2110	2426	2313	2334	2266	1875	1819	2289.8	2163.3
0000-0000	2123	2445	2331	2349	2291	1889	1823	2307.8	2178.7
AM Peak	1100	1100	1100	1100	1100	1100	1000		
	185	190	209	189	224	244	206		
PM Peak	1400	1200	1500	1500	1200	1200	1300		
	190	293	231	243	256	196	226		

* - No data.

Weekly Vehicle Counts

Site: High Street near Wellington Street
 Filter time: 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025
 Scheme: Vehicle classification (AustRoads94)
 Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	23 Dec	24 Dec	25 Dec	26 Dec	27 Dec	28 Dec	29 Dec	1 - 5	1 - 7
0000-0100	2	1	0	1	0	6	4	0.8	2.0
0100-0200	0	1	0	0	3	2	2	0.8	1.1
0200-0300	0	0	0	0	0	0	2	0.0	0.3
0300-0400	0	0	0	0	1	1	0	0.2	0.3
0400-0500	1	4	1	0	4	0	0	2.0	1.4
0500-0600	10	9	1	1	5	4	3	5.2	4.7
0600-0700	40	29	4	16	27	18	7	23.2	20.1
0700-0800	85	69	23	24	36	41	30	47.4	44.0
0800-0900	108	131	27	49	123	110	66	87.6	87.7
0900-1000	161	175	62	102	153	139	116	130.6	129.7
1000-1100	162	245	85	192	219	199	171	180.6	181.9
1100-1200	257	268	111	204	282	214	212	224.4	221.1
1200-1300	259	213	65	213	279	210	232	205.8	210.1
1300-1400	253	286	43	147	266	215	217	199.0	203.9
1400-1500	187	239	59	150	226	173	208	172.2	177.4
1500-1600	203	187	76	114	188	186	188	153.6	163.1
1600-1700	178	164	95	134	172	135	127	148.6	143.6
1700-1800	126	152	47	74	108	90	94	101.4	98.7
1800-1900	80	141	42	85	67	81	90	83.0	83.7
1900-2000	42	50	25	28	29	27	37	34.8	34.0
2000-2100	24	23	20	14	22	24	22	20.6	21.3
2100-2200	22	37	18	11	21	10	17	21.8	19.4
2200-2300	12	12	8	9	5	6	4	9.2	8.0
2300-2400	5	4	5	12	1	3	2	5.4	4.6
Totals									
0700-1900	2059	2270	735	1488	2119	1793	1751	1734.2	1745.0
0600-2200	2187	2409	802	1557	2218	1872	1834	1834.6	1839.9
0600-0000	2204	2425	815	1578	2224	1881	1840	1849.2	1852.4
0000-0000	2217	2440	817	1580	2237	1894	1851	1858.2	1862.3
AM Peak	1100	1100	1100	1100	1100	1100	1100		
	257	268	111	204	282	214	212		
PM Peak	1200	1300	1600	1200	1200	1300	1200		
	259	286	95	213	279	215	232		

* - No data.

Weekly Vehicle Counts

Site: High Street near Wellington Street
 Filter time: 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025
 Scheme: Vehicle classification (AustRoads94)
 Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	30 Dec	31 Dec	01 Jan	02 Jan	03 Jan	04 Jan	05 Jan	1 - 5	1 - 7
0000-0100	1	2	7	1	3	0	4	2.8	2.6
0100-0200	2	2	0	2	0	4	0	1.2	1.4
0200-0300	2	0	0	0	1	0	0	0.6	0.4
0300-0400	0	0	0	0	1	0	0	0.2	0.1
0400-0500	1	2	3	2	1	1	0	1.8	1.4
0500-0600	5	5	5	10	11	2	1	7.2	5.6
0600-0700	32	38	8	30	35	27	10	28.6	25.7
0700-0800	56	40	24	54	62	34	23	47.2	41.9
0800-0900	117	94	56	103	127	101	96	99.4	99.1
0900-1000	153	116	122	143	178	158	142	142.4	144.6
1000-1100	219	209	187	210	259	224	227	216.8	219.3
1100-1200	273	197	247	281	265	212	222	252.6	242.4
1200-1300	235	210	237	237	247	194	220	233.2	225.7
1300-1400	206	194	203	204	193	189	197	200.0	198.0
1400-1500	200	190	174	201	241	144	200	201.2	192.9
1500-1600	174	167	110	196	229	134	184	175.2	170.6
1600-1700	147	160	125	157	137	134	136	145.2	142.3
1700-1800	134	131	98	126	129	91	107	123.6	116.6
1800-1900	90	91	78	101	95	69	64	91.0	84.0
1900-2000	27	31	36	46	37	28	26	35.4	33.0
2000-2100	10	22	16	24	31	14	26	20.6	20.4
2100-2200	10	25	12	10	24	16	12	16.2	15.6
2200-2300	6	7	4	3	8	11	2	5.6	5.9
2300-2400	5	11	8	6	8	7	2	7.6	6.7
Totals									
0700-1900	2004	1799	1661	2013	2162	1684	1818	1927.8	1877.3
0600-2200	2083	1915	1733	2123	2289	1769	1892	2028.6	1972.0
0600-0000	2094	1933	1745	2132	2305	1787	1896	2041.8	1984.6
0000-0000	2105	1944	1760	2147	2322	1794	1901	2055.6	1996.1
AM Peak	1100	1000	1100	1100	1100	1000	1000		
	273	209	247	281	265	224	227		
PM Peak	1200	1200	1200	1200	1200	1200	1200		
	235	210	237	237	247	194	220		

* - No data.

Weekly Vehicle Counts

Site: High Street near Wellington Street
 Filter time: 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025
 Scheme: Vehicle classification (AustRoads94)
 Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	06 Jan	07 Jan	08 Jan	09 Jan	10 Jan	11 Jan	12 Jan	1 - 5	1 - 7
0000-0100	4	2	1	3	1	2	4	2.2	2.4
0100-0200	1	1	0	0	1	1	1	0.6	0.7
0200-0300	0	0	1	4	0	1	1	1.0	1.0
0300-0400	0	0	1	2	1	0	1	0.8	0.7
0400-0500	0	4	2	3	3	1	0	2.4	1.9
0500-0600	9	10	11	8	10	6	2	9.6	8.0
0600-0700	55	49	47	52	45	20	15	49.6	40.4
0700-0800	57	72	77	78	62	57	40	69.2	63.3
0800-0900	141	129	119	106	135	105	71	126.0	115.1
0900-1000	152	205	171	153	182	154	126	172.6	163.3
1000-1100	214	165	200	231	261	194	180	214.2	206.4
1100-1200	207	181	211	271	252	203	183	224.4	215.4
1200-1300	243	193	219	238	260	195	175	230.6	217.6
1300-1400	206	202	225	221	241	163	141	219.0	199.9
1400-1500	192	178	198	216	211	159	230	199.0	197.7
1500-1600	173	185	209	218	194	164	150	195.8	184.7
1600-1700	173	198	202	180	180	148	132	186.6	173.3
1700-1800	122	134	166	144	147	102	120	142.6	133.6
1800-1900	94	113	111	100	101	93	74	103.8	98.0
1900-2000	42	48	50	50	52	34	34	48.4	44.3
2000-2100	13	16	39	33	32	32	20	26.6	26.4
2100-2200	19	19	20	20	32	25	11	22.0	20.9
2200-2300	9	8	11	5	19	5	7	10.4	9.1
2300-2400	1	4	2	0	13	8	0	4.0	4.0
Totals									
0700-1900	1974	1955	2108	2156	2226	1737	1622	2083.8	1968.3
0600-2200	2103	2087	2264	2311	2387	1848	1702	2230.4	2100.3
0600-0000	2113	2099	2277	2316	2419	1861	1709	2244.8	2113.4
0000-0000	2127	2116	2293	2336	2435	1872	1718	2261.4	2128.1
AM Peak	1000	0900	1100	1100	1000	1100	1100		
	214	205	211	271	261	203	183		
PM Peak	1200	1300	1300	1200	1200	1200	1400		
	243	202	225	238	260	195	230		

* - No data.

Comparisons-

Total number of vehicles travelling on High Street (near Wellington Street) Oatlands 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025 was 71,006.

- The average number vehicles travelling = 14,560 per week (for comparison – average 2,080 vehicles per day x 7 days).

Vehicles per week-

Eldon Road - 1025

Yarlington Road - 841

Native Corners (May 2016) - 1316

Black Brush - 1183

Woodsdale (near Tasman H'way) - 1823

Woodsdale (near Stonehenge) - 1050

Woodsdale (near New Country Marsh) - 994

Broadmarsh Road (August 2016) – 3164

York Plains Road - 560

Stanley Street - 770

Huntingdon Tier Road – Green Valley Rd intersection - 1491

Huntingdon Tier Road – Clifton Vale Rd intersection - 1029 (includes waste transfer station traffic - 245)

Rhyndaston Road just north of Eldon Road (Nov 2017) - 938

Native Corners Road (Dec 2017) - 1554

Interlaken Road - 1029

Oatlands (northern end) (February 2018) – 4837

Oatlands (southern end) (February 2018) – 6853 (counter placed just off highway so didn't include traffic from Tunnack Road)

Brown Mountain Road - 1141

Tunnack Road - 1498 (1575 adjusted)

Elderslie Road near Broadmarsh – 3318

School Road Bagdad – 994

Buckland Road (July 2019) – 700

Rhyndaston Road near Tiberias Road (Nov 2019) – 581

Buckland Road (Dec 2019 to Jan 2020) – 637

Green Valley Road (July – August 2020) – 973

Woodsdale Road (quarry) (April – May 2021) – 2128 & 1708

Bluff Road (Dec 2021) - 637

Interlaken Road (Feb 2022) - 861

Climie Street Campania (May 2022) – 3,439

Mud Walls Road (just north of Climie Street) Campania (June 2022) - 17,847

Climie Street towards Estate Road Campania (June 2022) – 1,788

Mud Walls Road (just south of Climie Street) Campania (June 2022) - 22,214

Reeve Street (southern end) Campania (February 2023) - 25,977

Rhyndaston Road near Youngs Road (May 2024) – 812

Oatlands High Street near Victoria Street (May/June 2024) – 9,611

Oatlands High Street near Wellington Street (June 2024) – 13,374

Oatlands High Street near Dulverton Street (June 2024) – 6,444

Oatlands High Street near Wellington Street (Dec 2024/Jan 2025) – 14,560

Daily Classes – complete week only

Site: High Street near Wellington Street
Filter time: Monday 16 December 2024 => Sunday 12 January 2025
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Monday, 16 December 2024

	1	2	3	4	5	6	7	8	9	10	11	12	Total
Mon	1584	33	437	23	3	5	25	2	11	0	0	0	2123
(%)	74.6	1.6	20.6	1.1	0.1	0.2	1.2	0.1	0.5	0.0	0.0	0.0	
Tue	1881	37	469	28	3	9	9	5	3	1	0	0	2445
(%)	76.9	1.5	19.2	1.1	0.1	0.4	0.4	0.2	0.1	0.0	0.0	0.0	
Wed	1816	23	441	20	4	4	11	6	6	0	0	0	2331
(%)	77.9	1.0	18.9	0.9	0.2	0.2	0.5	0.3	0.3	0.0	0.0	0.0	
Thu	1848	38	395	33	6	8	11	3	7	0	0	0	2349
(%)	78.7	1.6	16.8	1.4	0.3	0.3	0.5	0.1	0.3	0.0	0.0	0.0	
Fri	1842	38	355	20	7	10	11	4	4	0	0	0	2291
(%)	80.4	1.7	15.5	0.9	0.3	0.4	0.5	0.2	0.2	0.0	0.0	0.0	
Sat	1575	24	250	14	3	7	12	1	3	0	0	0	1889
(%)	83.4	1.3	13.2	0.7	0.2	0.4	0.6	0.1	0.2	0.0	0.0	0.0	
Sun	1481	50	251	9	0	11	17	1	3	0	0	0	1823
(%)	81.2	2.7	13.8	0.5	0.0	0.6	0.9	0.1	0.2	0.0	0.0	0.0	

Average daily volume

Entire week

	1718	35	371	21	4	8	14	3	5	0	0	0	2179
(%)	78.9	1.6	17.0	1.0	0.2	0.4	0.6	0.1	0.2	0.0	0.0	0.0	

Weekdays

	1794	34	419	25	5	7	13	4	6	0	0	0	2308
(%)	77.7	1.5	18.2	1.1	0.2	0.3	0.6	0.2	0.3	0.0	0.0	0.0	

Weekend

	1528	37	251	12	2	9	15	1	3	0	0	0	1856
(%)	82.3	2.0	13.5	0.6	0.1	0.5	0.8	0.1	0.2	0.0	0.0	0.0	

Daily Classes – complete week only

Site: High Street near Wellington Street
Filter time: Monday 16 December 2024 => Sunday 12 January 2025
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Monday, 23 December 2024

	1	2	3	4	5	6	7	8	9	10	11	12	Total
Mon	1765	23	367	31	6	5	10	5	4	1	0	0	2217
(%)	79.6	1.0	16.6	1.4	0.3	0.2	0.5	0.2	0.2	0.0	0.0	0.0	
Tue	2023	39	328	20	4	6	12	2	6	0	0	0	2440
(%)	82.9	1.6	13.4	0.8	0.2	0.2	0.5	0.1	0.2	0.0	0.0	0.0	
Wed	669	12	126	3	1	3	3	0	0	0	0	0	817
(%)	81.9	1.5	15.4	0.4	0.1	0.4	0.4	0.0	0.0	0.0	0.0	0.0	
Thu	1317	32	203	10	2	4	9	0	2	1	0	0	1580
(%)	83.4	2.0	12.8	0.6	0.1	0.3	0.6	0.0	0.1	0.1	0.0	0.0	
Fri	1851	47	295	15	3	9	12	4	1	0	0	0	2237
(%)	82.7	2.1	13.2	0.7	0.1	0.4	0.5	0.2	0.0	0.0	0.0	0.0	
Sat	1552	46	260	12	3	6	14	0	1	0	0	0	1894
(%)	81.9	2.4	13.7	0.6	0.2	0.3	0.7	0.0	0.1	0.0	0.0	0.0	
Sun	1521	41	245	17	1	11	14	0	1	0	0	0	1851
(%)	82.2	2.2	13.2	0.9	0.1	0.6	0.8	0.0	0.1	0.0	0.0	0.0	

Average daily volume

Entire week

	1528	34	261	15	3	6	11	2	2	0	0	0	1862
(%)	82.1	1.8	14.0	0.8	0.2	0.3	0.6	0.1	0.1	0.0	0.0	0.0	

Weekdays

	1525	31	264	16	3	5	9	2	3	0	0	0	1858
(%)	82.1	1.6	14.2	0.9	0.2	0.3	0.5	0.1	0.1	0.0	0.0	0.0	

Weekend

	1537	44	253	15	2	9	14	0	1	0	0	0	1873
(%)	82.1	2.3	13.5	0.8	0.1	0.5	0.7	0.0	0.1	0.0	0.0	0.0	

Daily Classes – complete week only

Site: High Street near Wellington Street
Filter time: Monday 16 December 2024 => Sunday 12 January 2025
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Monday, 30 December 2024

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>Total</u>
Mon	1671	45	348	18	0	6	11	2	1	3	0	0	2105
(%)	79.4	2.1	16.5	0.9	0.0	0.3	0.5	0.1	0.0	0.1	0.0	0.0	
Tue	1609	43	263	13	1	7	6	1	1	0	0	0	1944
(%)	82.8	2.2	13.5	0.7	0.1	0.4	0.3	0.1	0.1	0.0	0.0	0.0	
Wed	1488	26	204	16	3	3	14	3	2	1	0	0	1760
(%)	84.5	1.5	11.6	0.9	0.2	0.2	0.8	0.2	0.1	0.1	0.0	0.0	
Thu	1766	49	275	21	2	7	17	4	4	2	0	0	2147
(%)	82.3	2.3	12.8	1.0	0.1	0.3	0.8	0.2	0.2	0.1	0.0	0.0	
Fri	1864	51	363	12	1	11	18	0	2	0	0	0	2322
(%)	80.3	2.2	15.6	0.5	0.0	0.5	0.8	0.0	0.1	0.0	0.0	0.0	
Sat	1488	35	247	10	2	2	7	1	2	0	0	0	1794
(%)	82.9	2.0	13.8	0.6	0.1	0.1	0.4	0.1	0.1	0.0	0.0	0.0	
Sun	1546	38	275	14	4	6	13	1	4	0	0	0	1901
(%)	81.3	2.0	14.5	0.7	0.2	0.3	0.7	0.1	0.2	0.0	0.0	0.0	

Average daily volume

Entire week

	1633	41	282	15	2	6	12	2	2	1	0	0	1996
(%)	81.8	2.1	14.1	0.7	0.1	0.3	0.6	0.1	0.1	0.0	0.0	0.0	

Weekdays

	1680	43	291	16	1	7	13	2	2	1	0	0	2056
(%)	81.7	2.1	14.1	0.8	0.1	0.3	0.6	0.1	0.1	0.1	0.0	0.0	

Weekend

	1517	37	261	12	3	4	10	1	3	0	0	0	1848
(%)	82.1	2.0	14.1	0.6	0.2	0.2	0.5	0.1	0.2	0.0	0.0	0.0	

Daily Classes – complete week only

Site: High Street near Wellington Street
Filter time: Monday 16 December 2024 => Sunday 12 January 2025
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Monday, 6 January 2025

	1	2	3	4	5	6	7	8	9	10	11	12	Total
Mon	1732	34	321	17	0	7	11	2	3	0	0	0	2127
(%)	81.4	1.6	15.1	0.8	0.0	0.3	0.5	0.1	0.1	0.0	0.0	0.0	
Tue	1706	51	303	20	3	7	11	2	10	3	0	0	2116
(%)	80.6	2.4	14.3	0.9	0.1	0.3	0.5	0.1	0.5	0.1	0.0	0.0	
Wed	1822	47	379	16	0	6	15	3	4	1	0	0	2293
(%)	79.5	2.0	16.5	0.7	0.0	0.3	0.7	0.1	0.2	0.0	0.0	0.0	
Thu	1854	47	378	22	6	3	18	2	3	3	0	0	2336
(%)	79.4	2.0	16.2	0.9	0.3	0.1	0.8	0.1	0.1	0.1	0.0	0.0	
Fri	1956	38	381	21	2	5	26	1	2	3	0	0	2435
(%)	80.3	1.6	15.6	0.9	0.1	0.2	1.1	0.0	0.1	0.1	0.0	0.0	
Sat	1583	38	225	4	1	6	7	1	4	3	0	0	1872
(%)	84.6	2.0	12.0	0.2	0.1	0.3	0.4	0.1	0.2	0.2	0.0	0.0	
Sun	1435	43	206	9	4	4	10	2	0	5	0	0	1718
(%)	83.5	2.5	12.0	0.5	0.2	0.2	0.6	0.1	0.0	0.3	0.0	0.0	

Average daily volume

Entire week

	1727	43	313	16	2	5	14	2	4	3	0	0	2128
(%)	81.1	2.0	14.7	0.7	0.1	0.3	0.7	0.1	0.2	0.1	0.0	0.0	

Weekdays

	1814	43	352	19	2	6	16	2	4	2	0	0	2261
(%)	80.2	1.9	15.6	0.8	0.1	0.2	0.7	0.1	0.2	0.1	0.0	0.0	

Weekend

	1509	41	216	7	3	5	9	2	2	4	0	0	1795
(%)	84.1	2.3	12.0	0.4	0.1	0.3	0.5	0.1	0.1	0.2	0.0	0.0	

Vehicle Classification



Class 1
Short Vehicle



Class 2
Short Vehicle Towing



Class 3
Two Axle Truck



Class 4
Three Axle Truck



Class 5
Four Axle Truck



Class 6
Three Axle Articulated Vehicle



Class 7
Four Axle Articulated Vehicle



Class 8
Five Axle Articulated Vehicle



Class 9
Six Axle Articulated Vehicle



Class 10
B Double



Class 11
Double Road Train



Class 12
Triple Road Train

Vehicles = 71006
Posted speed limit = 60 km/h, Exceeding = 380 (0.54%), Mean Exceeding = 64.41 km/h
Maximum = 121.4 km/h, Minimum = 10.0 km/h, Mean = 38.2 km/h
85% Speed = 47.51 km/h, 95% Speed = 51.78 km/h, Median = 39.15 km/h
20 km/h Pace = 30 - 50, Number in Pace = 50651 (71.33%)
Variance = 88.65, Standard Deviation = 9.42 km/h

Speed Statistics by Hour

Site: High Street near Wellington Street
Filter time: 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour Bins (Partial days)

Time	Bin		Min	Max	Mean	Median	85%	95%	>PSL 60 km/h	
0000	80	0.1%	23.9	58.9	45.3	47.4	52.9	56.5	0	0.0%
0100	47	0.1%	27.9	71.2	46.3	47.5	51.9	54.5	1	2.1%
0200	19	0.0%	25.8	56.5	43.7	47.2	52.7	56.5	0	0.0%
0300	17	0.0%	32.3	63.0	45.6	42.5	60.0	63.0	2	11.8%
0400	61	0.1%	21.0	80.0	53.3	54.4	64.5	66.9	15	24.6%
0500	250	0.4%	15.6	74.8	46.4	48.7	55.1	58.6	7	2.8%
0600	1222	1.7%	15.7	84.6	44.5	46.0	54.8	59.2	53	4.3%
0700	2049	2.9%	11.8	67.8	41.6	42.8	50.7	54.8	20	1.0%
0800	4026	5.7%	11.0	71.7	37.8	38.8	47.3	51.4	12	0.3%
0900	5204	7.3%	10.1	72.4	38.5	39.7	47.0	51.3	16	0.3%
1000	6863	9.7%	10.5	71.5	37.3	38.2	46.0	50.0	11	0.2%
1100	7484	10.5%	10.2	76.5	37.1	38.1	45.8	50.0	14	0.2%
1200	7335	10.3%	10.2	80.1	36.9	37.6	45.6	49.5	19	0.3%
1300	6763	9.5%	10.3	96.7	37.3	38.2	45.8	50.0	13	0.2%
1400	6629	9.3%	10.1	76.0	37.2	38.0	46.2	50.5	27	0.4%
1500	6204	8.7%	10.0	67.3	38.0	39.1	47.0	51.1	16	0.3%
1600	5551	7.8%	10.6	95.2	38.8	39.8	47.9	52.1	33	0.6%
1700	4480	6.3%	11.5	67.6	39.0	40.2	48.4	52.2	10	0.2%
1800	3117	4.4%	11.4	83.1	39.2	40.3	48.8	52.9	21	0.7%
1900	1373	1.9%	11.1	90.2	41.0	41.9	51.1	56.0	27	2.0%
2000	983	1.4%	11.2	89.6	41.4	42.5	51.4	55.9	22	2.2%
2100	774	1.1%	10.5	121.4	42.3	44.6	51.4	56.8	22	2.8%
2200	295	0.4%	13.1	73.4	42.5	43.7	52.8	59.0	13	4.4%
2300	180	0.3%	14.9	73.9	42.3	44.4	53.9	59.7	6	3.3%
----	71006	100.0%	10.0	121.4	38.2	39.1	47.5	51.8	380	0.5%

Class Speed Matrix

Site: High Street near Wellington Street
Filter time: 1.45pm Tuesday 10 December 2024 => 2.30pm Monday 13 January 2025
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

km/h	Class												Total	
	SV 1	SVT 2	TB2 3	TB3 4	T4 5	ART3 6	ART4 7	ART5 8	ART6 9	BD 10	DRT 11	TRT 12		
10- 20	2407	26	217	66	21	1	5	2	.	.	.	.	2745	3.9%
20- 30	9292	208	1666	218	30	18	55	13	9	.	.	.	11509	16.2%
30- 40	18762	485	3770	184	16	78	161	17	51	5	.	.	23529	33.1%
40- 50	21725	494	4381	149	17	110	180	17	50	24	.	.	27147	38.2%
50- 60	4543	80	990	17	4	25	25	9	3	.	.	.	5696	8.0%
60- 70	264	3	60	.	.	2	.	7	1	.	.	.	337	0.5%
70- 80	23	.	11	.	.	.	.	.	.	.	.	.	34	0.0%
80- 90	3	.	2	.	.	.	.	.	.	.	.	.	5	0.0%
90-100	1	.	2	.	.	.	.	.	.	.	.	.	3	0.0%
100-110	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
110-120	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
120-130	1	.	.	.	.	.	.	.	.	.	.	.	1	0.0%
130-140	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
140-150	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
150-160	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
Total	57021	1296	11099	634	88	234	426	65	114	29	0	0	71006	
	80.3%	1.8%	15.6%	0.9%	0.1%	0.3%	0.6%	0.1%	0.2%	0.0%	0.0%	0.0%		

SAME SITE – JUNE 2024

Weekly Vehicle Counts

Site: High Street near Wellington Street, Oatlands
Filter time: 10:00am Tuesday, 4 June 2024 => 8:10am Tuesday, 11 June 2024
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	03 Jun	04 Jun	05 Jun	06 Jun	07 Jun	08 Jun	09 Jun	1 - 5	1 - 7
0000-0100	*	*	1	2	1	1	1	1.3	1.2
0100-0200	*	*	2	1	2	2	2	1.7	1.8
0200-0300	*	*	0	0	0	1	1	0.0	0.4
0300-0400	*	*	1	0	2	2	1	1.0	1.2
0400-0500	*	*	5	5	3	0	1	4.3	2.8
0500-0600	*	*	8	11	11	4	3	10.0	7.4
0600-0700	*	*	81	68	55	17	8	68.0	45.8
0700-0800	*	*	94	68	90	40	21	84.0	62.6
0800-0900	*	*	168	187	132	85	61	162.3	126.6
0900-1000	*	0	146	162	154	170	111	115.5	123.8
1000-1100	*	140	182	172	178	233	168	168.0	178.8
1100-1200	*	147	190	179	230	230	184	186.5	193.3
1200-1300	*	166	216	183	236	185	218	200.3	200.7
1300-1400	*	183	181	178	239	201	209	195.3	198.5
1400-1500	*	164	182	193	230	167	175	192.3	185.2
1500-1600	*	183	188	223	216	150	153	202.5	185.5
1600-1700	*	205	190	177	191	98	137	190.8	166.3
1700-1800	*	143	143	162	202	109	85	162.5	140.7
1800-1900	*	49	59	92	79	47	45	69.8	61.8
1900-2000	*	32	29	43	21	31	15	31.3	28.5
2000-2100	*	20	12	17	14	7	9	15.8	13.2
2100-2200	*	17	29	16	17	6	7	19.8	15.3
2200-2300	*	2	6	2	9	8	6	4.8	5.5
2300-2400	*	1	0	0	1	3	2	0.5	1.2
Totals									
0700-1900	*	*	1939	1976	2177	1715	1567	1929.6	1823.9
0600-2200	*	*	2090	2120	2284	1776	1606	2064.3	1926.7
0600-0000	*	*	2096	2122	2294	1787	1614	2069.6	1933.3
0000-0000	*	1452	2113	2141	2313	1797	1623	2087.9	1948.1
AM Peak	*	*	1100	0800	1100	1000	1100		
	*	*	190	187	230	233	184		
PM Peak	*	1600	1200	1500	1300	1300	1200		
	*	205	216	223	239	201	218		

* - No data.

Weekly Vehicle Counts

Site: High Street near Wellington Street, Oatlands
Filter time: 10:00am Tuesday, 4 June 2024 => 8:10 Tuesday, 11 June 2024
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	10 Jun	11 Jun	12 Jun	13 Jun	14 Jun	15 Jun	16 Jun	1 - 5	1 - 7
0000-0100	2	0	*	*	*	*	*	1.0	1.0
0100-0200	2	1	*	*	*	*	*	1.5	1.5
0200-0300	1	1	*	*	*	*	*	1.0	1.0
0300-0400	0	0	*	*	*	*	*	0.0	0.0
0400-0500	1	6	*	*	*	*	*	3.5	3.5
0500-0600	1	11	*	*	*	*	*	6.0	6.0
0600-0700	15	71	*	*	*	*	*	43.0	43.0
0700-0800	25	82	*	*	*	*	*	53.5	53.5
0800-0900	55	2	*	*	*	*	*	28.5	28.5
0900-1000	102	0	*	*	*	*	*	51.0	51.0
1000-1100	164	*	*	*	*	*	*	164.0	164.0
1100-1200	184	*	*	*	*	*	*	184.0	184.0
1200-1300	215	*	*	*	*	*	*	215.0	215.0
1300-1400	181	*	*	*	*	*	*	181.0	181.0
1400-1500	162	*	*	*	*	*	*	162.0	162.0
1500-1600	158	*	*	*	*	*	*	158.0	158.0
1600-1700	157	*	*	*	*	*	*	157.0	157.0
1700-1800	79	*	*	*	*	*	*	79.0	79.0
1800-1900	55	*	*	*	*	*	*	55.0	55.0
1900-2000	29	*	*	*	*	*	*	29.0	29.0
2000-2100	7	*	*	*	*	*	*	7.0	7.0
2100-2200	4	*	*	*	*	*	*	4.0	4.0
2200-2300	4	*	*	*	*	*	*	4.0	4.0
2300-2400	3	*	*	*	*	*	*	3.0	3.0
Totals									
0700-1900	1537	*	*	*	*	*	*	1488.0	1488.0
0600-2200	1592	*	*	*	*	*	*	1571.0	1571.0
0600-0000	1599	*	*	*	*	*	*	1578.0	1578.0
0000-0000	1606	174	*	*	*	*	*	1591.0	1591.0
AM Peak	1100	*	*	*	*	*	*		
	184	*	*	*	*	*	*		
PM Peak	1200	*	*	*	*	*	*		
	215	*	*	*	*	*	*		

* - No data.

Comparisons-

Total number of vehicles travelling on High Street (near Victoria Street) Oatlands 10:00am Tuesday, 4 June 2024 => 8:10 Tuesday, 11 June 2024 was 13,219. Add another 155 vehicles (missing 2 hours on Tuesday to complete 7 days).

- The average number vehicles travelling = 13,374 per week (for comparison – average say 1910 vehicles per day x 7 days).

Vehicles per week-

Eldon Road - 1025

Yarlington Road - 841

Native Corners (May 2016) - 1316

Black Brush - 1183

Woodsdale (near Tasman H'way) - 1823

Woodsdale (near Stonehenge) - 1050

Woodsdale (near New Country Marsh) - 994

Broadmarsh Road (August 2016) – 3164

York Plains Road - 560

Stanley Street - 770

Huntingdon Tier Road – Green Valley Rd intersection - 1491

Huntingdon Tier Road – Clifton Vale Rd intersection - 1029 (includes waste transfer station traffic - 245)

Rhyndaston Road just north of Eldon Road (Nov 2017) - 938

Native Corners Road (Dec 2017) - 1554

Interlaken Road - 1029

Oatlands (northern end) (February 2018) – 4837

Oatlands (southern end) (February 2018) – 6853

Brown Mountain Road - 1141

Tunnack Road - 1498 (1575 adjusted)

Elderslie Road near Broadmarsh – 3318

School Road Bagdad – 994

Buckland Road (July 2019) – 700

Rhyndaston Road near Tiberias Road (Nov 2019) – 581

Buckland Road (Dec 2019 to Jan 2020) – 637

Green Valley Road (July – August 2020) – 973

Woodsdale Road (quarry) (April – May 2021) – 2128 & 1708

Bluff Road (Dec 2021) - 637

Interlaken Road (Feb 2022) - 861

Climie Street Campania (May 2022) - 3439

Mud Walls Road (just north of Climie Street) Campania (June 2022) - 17,847

Climie Street towards Estate Road Campania (June 2022) - 1788

Mud Walls Road (just south of Climie Street) Campania (June 2022) - 22,214

Reeve Street (southern end) Campania (February 2023) - 25,977

Rhyndaston Road near Youngs Road (May 2024) – 812

Oatlands High Street near Victoria Street (May/June 2024) – 9611

Oatlands High Street near Wellington Street (June 2024) – 13,374

Daily Classes

Site: High Street near Wellington Street, Oatlands
Filter time: 10:00am Tuesday, 4 June 2024 => 8:10 Tuesday, 11 June 2024
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Monday, 4 June 2024

	1	2	3	4	5	6	7	8	9	10	11	12	Total
Tue*	1150	6	272	11	1	1	8	0	2	1	0	0	1452
(%)	79.2	0.4	18.7	0.8	0.1	0.1	0.6	0.0	0.1	0.1	0.0	0.0	
Wed	1599	22	431	27	9	4	11	4	6	0	0	0	2113
(%)	75.7	1.0	20.4	1.3	0.4	0.2	0.5	0.2	0.3	0.0	0.0	0.0	
Thu	1607	21	459	28	5	5	5	4	7	0	0	0	2141
(%)	75.1	1.0	21.4	1.3	0.2	0.2	0.2	0.2	0.3	0.0	0.0	0.0	
Fri	1782	47	431	26	0	6	14	2	5	0	0	0	2313
(%)	77.0	2.0	18.6	1.1	0.0	0.3	0.6	0.1	0.2	0.0	0.0	0.0	
Sat	1331	29	395	11	1	8	22	0	0	0	0	0	1797
(%)	74.1	1.6	22.0	0.6	0.1	0.4	1.2	0.0	0.0	0.0	0.0	0.0	
Sun	1203	22	367	4	0	7	14	4	1	1	0	0	1623
(%)	74.1	1.4	22.6	0.2	0.0	0.4	0.9	0.2	0.1	0.1	0.0	0.0	

Monday, 10 June 2024

	1	2	3	4	5	6	7	8	9	10	11	12	Total
Mon	1167	36	352	14	1	12	20	1	3	0	0	0	1606
(%)	72.7	2.2	21.9	0.9	0.1	0.7	1.2	0.1	0.2	0.0	0.0	0.0	
Tue*	99	6	61	2	1	0	1	1	3	0	0	0	174
(%)	56.9	3.4	35.1	1.1	0.6	0.0	0.6	0.6	1.7	0.0	0.0	0.0	

Vehicles = 13219
Posted speed limit = 60 km/h, Exceeding = 125 (0.95%), Mean Exceeding = 63.55 km/h
Maximum = 73.6 km/h, **Minimum** = 10.2 km/h, **Mean** = 39.3 km/h
85% Speed = 48.42 km/h, **95% Speed** = 53.28 km/h, **Median** = 40.14 km/h
20 km/h Pace = 31 - 51, **Number in Pace** = 9331 (70.59%)
Variance = 91.85, **Standard Deviation** = 9.58 km/h

Speed Statistics by Hour

Site: High Street near Wellington Street, Oatlands
Filter time: 10:00am Tuesday, 4 June 2024 => 8:10 Tuesday, 11 June 2024
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

Hour Bins (Partial days)

Time	Bin		Min	Max	Mean	Median	85%	95%	>PSL 60 km/h	
0000	8	0.1%	35.5	48.5	40.2	39.0	47.0	48.5	0	0.0%
0100	12	0.1%	30.1	67.6	55.6	54.8	67.2	67.6	7	58.3%
0200	4	0.0%	44.9	60.1	53.2	53.7	60.1	60.1	1	25.0%
0300	6	0.0%	22.3	58.6	42.5	40.5	58.5	58.6	0	0.0%
0400	21	0.2%	20.9	63.8	49.9	52.0	56.6	63.3	1	4.8%
0500	49	0.4%	24.6	71.9	46.9	49.0	60.0	64.8	7	14.3%
0600	315	2.4%	15.3	73.6	45.0	46.8	53.7	60.4	16	5.1%
0700	420	3.2%	14.0	67.4	42.1	43.3	51.6	55.6	7	1.7%
0800	690	5.2%	13.4	71.3	37.7	38.1	47.4	53.2	8	1.2%
0900	845	6.4%	14.6	66.6	39.2	40.1	48.3	53.2	3	0.4%
1000	1237	9.4%	10.7	61.3	39.0	40.0	47.9	52.6	4	0.3%
1100	1344	10.2%	11.3	66.4	39.1	40.2	47.7	51.8	6	0.4%
1200	1419	10.7%	11.1	69.6	38.2	39.1	47.2	51.8	6	0.4%
1300	1372	10.4%	11.6	71.3	38.7	39.7	47.5	51.9	8	0.6%
1400	1273	9.6%	11.5	67.6	38.4	39.1	47.9	52.3	4	0.3%
1500	1271	9.6%	10.2	63.2	39.3	40.3	48.5	52.1	6	0.5%
1600	1155	8.7%	13.0	72.2	39.2	40.5	48.5	53.5	5	0.4%
1700	923	7.0%	13.3	66.1	39.5	40.1	48.1	52.5	5	0.5%
1800	426	3.2%	17.4	70.9	39.9	40.8	50.0	55.9	10	2.3%
1900	200	1.5%	12.2	71.0	42.3	43.8	52.7	58.5	8	4.0%
2000	86	0.7%	19.2	65.4	43.8	45.7	54.5	62.2	6	7.0%
2100	96	0.7%	15.5	70.4	44.3	45.8	55.0	60.8	5	5.2%
2200	37	0.3%	21.3	61.5	43.7	46.1	53.9	58.8	1	2.7%
2300	10	0.1%	23.7	62.2	44.8	48.1	59.8	62.2	1	10.0%
----	13219	100.0%	10.2	73.6	39.3	40.1	48.4	53.3	125	0.9%

Class Speed Matrix

Site: High Street near Wellington Street, Oatlands
Filter time: 10:00am Tuesday, 4 June 2024 => 8:10 Tuesday, 11 June 2024
Scheme: Vehicle classification (AustRoads94)
Filter: Class (1-12) Dir (NESW) Speed (10,160)

km/h	Class												Total	
	SV 1	SVT 2	TB2 3	TB3 4	T4 5	ART3 6	ART4 7	ART5 8	ART6 9	BD 10	DRT 11	TRT 12		
10- 20	372	3	32	4	1	.	.	.	.	.	.	.	412	3.1%
20- 30	1575	14	351	33	1	5	4	2	1	.	.	.	1986	15.0%
30- 40	2994	69	799	37	8	12	34	4	12	1	.	.	3970	30.0%
40- 50	3927	83	1187	40	7	21	42	7	5	1	.	.	5320	40.2%
50- 60	986	20	359	9	1	5	15	3	8	.	.	.	1406	10.6%
60- 70	78	.	36	.	.	.	.	.	1	.	.	.	115	0.9%
70- 80	6	.	4	.	.	.	.	.	.	.	.	.	10	0.1%
80- 90	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
90-100	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
100-110	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
110-120	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
120-130	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
130-140	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
140-150	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
150-160	.	.	.	.	.	.	.	.	.	.	.	.	0	0.0%
Total	9938	189	2768	123	18	43	95	16	27	2	0	0	13219	
	75.2%	1.4%	20.9%	0.9%	0.1%	0.3%	0.7%	0.1%	0.2%	0.0%	0.0%	0.0%		



Exploring Options
for an
Off-lead Dog Park in Oatlands

Sketches & Images

by

Andrew Benson

Deputy General Manager

11th February 2025

**Adopted Council Policy Document
Relevant Extract**



**SOUTHERN
MIDLANDS
COUNCIL**

Strategic Plan 2024 – 2034

Adopted by Council at its meeting on the 26 June 2024



4. COMMUNITY

The need to increase the opportunities for improved health & well-being, including retaining then building on the strong sense of Community and resilience that exists within the Southern Midlands

4.1 COMMUNITY HEALTH & WELLBEING		COMMUNITY
<i>What we are aiming to achieve:</i>		
4.1.1	Support and improve the independence, health and wellbeing of the Community	
Key actions to achieve our aims:		Responsible Business Unit(s)
4.1.1.1	Partner with Governments, adjoining Councils and non-government organisations to improve the safety, health and well-being of the Community	CCD
4.1.1.2	Review our play grounds / community spaces in recognizing the importance to our Community of inclusive play & universal design for broadest possible user catchment	CCD
4.1.1.3	Promote the importance of regular exercise as part of Community health & wellbeing	CCD
4.1.1.4	Explore opportunities for community members to engage with animals in a public space e.g off-lead dog exercise areas	DES
4.1.1.5	Improve the quality, safety and fit-for-purpose of community sport and active recreation facilities.	CCD
4.1.1.6	Address community needs with well-targeted, focused and strategic approaches to facility supply	CCD
4.1.1.7	Work with the State Government in implementing the Tasmanian Community Sport and Active Recreation Infrastructure Strategy	CCD

Adopted Council Policy Document Relevant Extracts



Southern Midlands Community Infrastructure Plan



MARCH 2024

Areas designated Community parks include all the local parks within a local catchment (Table 6.3). Local catchment means within walking, biking, or short driving distance of homes. They serve as regularly used open spaces for play, socialising and relaxing.

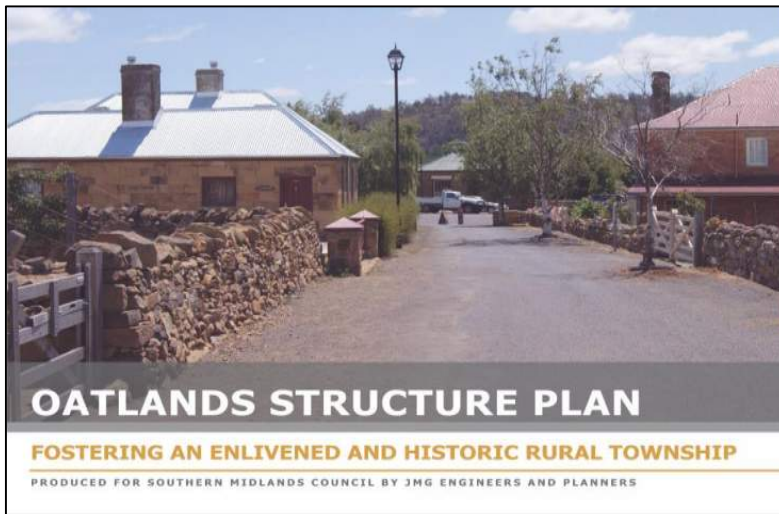
24 5 / Community Views

- » need for more diverse sporting and recreation activities, including sports other than football such as soccer, tennis, pickleball, basketball and netball, and
- » clearer information and programming for access to community facilities.
- » a desire for some more off-road paths, possibly in collaboration with private landowners;
- » toilets and all abilities upgrades at Chauncey Vale; and
- » dog exercise area at Oatlands.

Specific comments that warrant mention included:

- » investigating a long-term solution for a home ground for the Woodsdale football club;
- » ongoing improvements at Campania to accommodate all abilities access and improve multi-sport use;

Adopted Council Policy Document Relevant Extracts



Appendices

B. Stakeholder and Community Engagement

- Recreational amenities - completion of the swimming pool; investigate the development of an off-leash dog park near the layover area would be an asset for grey nomads travelling with dogs; development of a mountain bike park; appropriately sized and designed playground equipment;

Appendices

B. Stakeholder and Community Engagement

C - Constraint

O - Opportunity

Recreation, Open Space

Encourage passive recreation through parks, with options including a central village green, dog park, mountain bike park, and network of parks.

C

O

X

3.0 Context

Key Themes of Engagement

Recreation and Open Space

Passive recreation should be encouraged through:

- parks (with suggestions including a central village green, dog park and a network of parks);
- activation of Lake Dulverton (including water-based recreational opportunities, seating and public use facilities, and more rubbish bins); and
- general streetscape improvements to the town's public realm.

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The Oatlands Recreation Ground

Attachment
Agenda Item 15.6.2



Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Attachment
Agenda Item 15.6.2

The Oatlands Recreation Ground



Unfortunately Not Possible
says
Dog Park Community Group

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The Road Reserve Adjacent to St Peter's Church

Attachment
Agenda Item 15.6.2



View from William Street Oatlands

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The Road Reserve Adjacent to St Peter's Church

Attachment
Agenda Item 15.6.2

Unfortunately Not Possible
says
Crown Land Services
&
Dog Park Community Group

Possible Location
in reserved road

William Street

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Lake Dulverton Sanctuary

Attachment
Agenda Item 15.6.2

Unfortunately Not Possible
Says
Parks & Wildlife Service

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The School Farm

Midland Highway

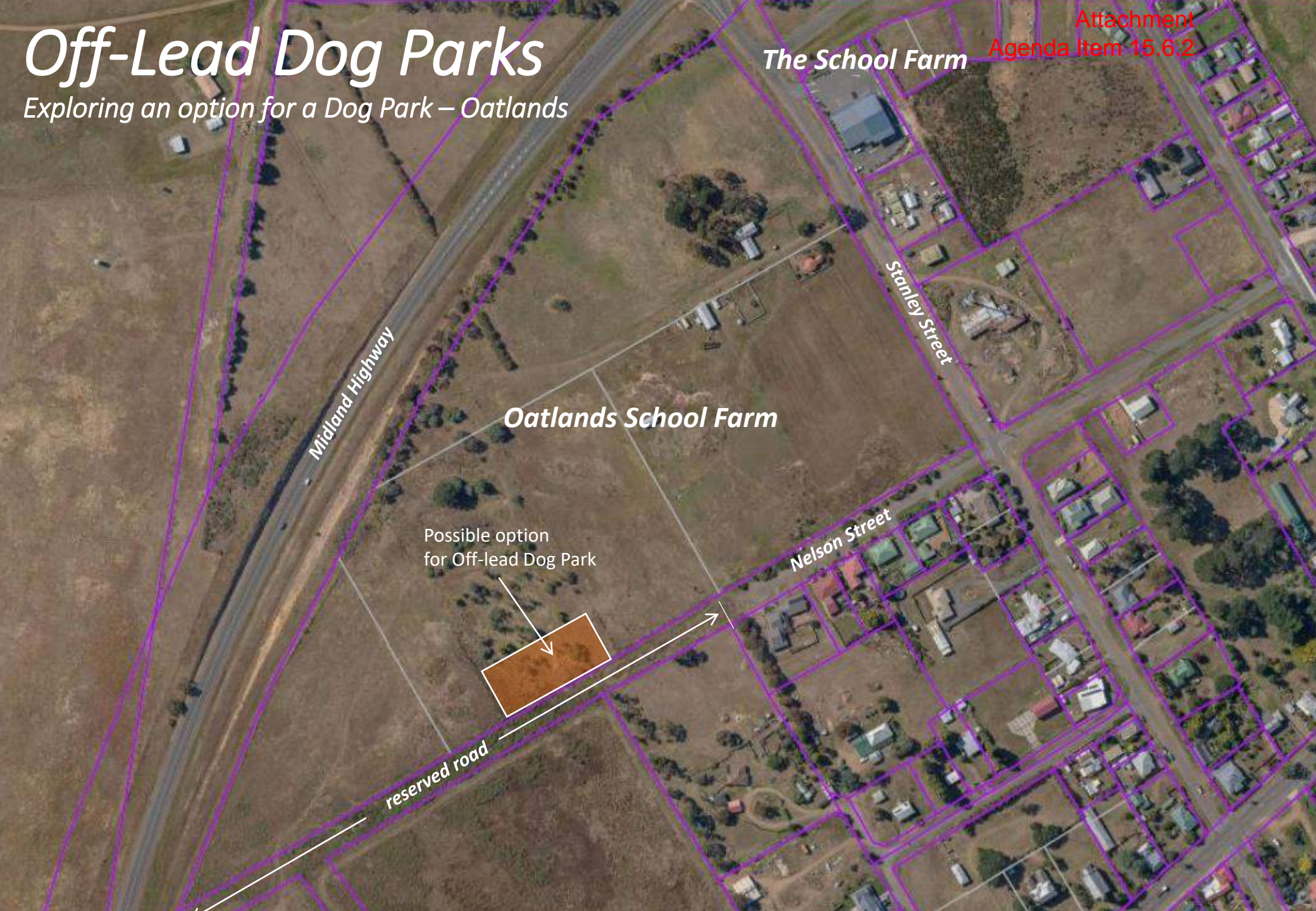
Stanley Street

Oatlands School Farm

Possible option
for Off-lead Dog Park

Nelson Street

reserved road



Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The School Farm

Attachment
Agenda Item 15.6.2



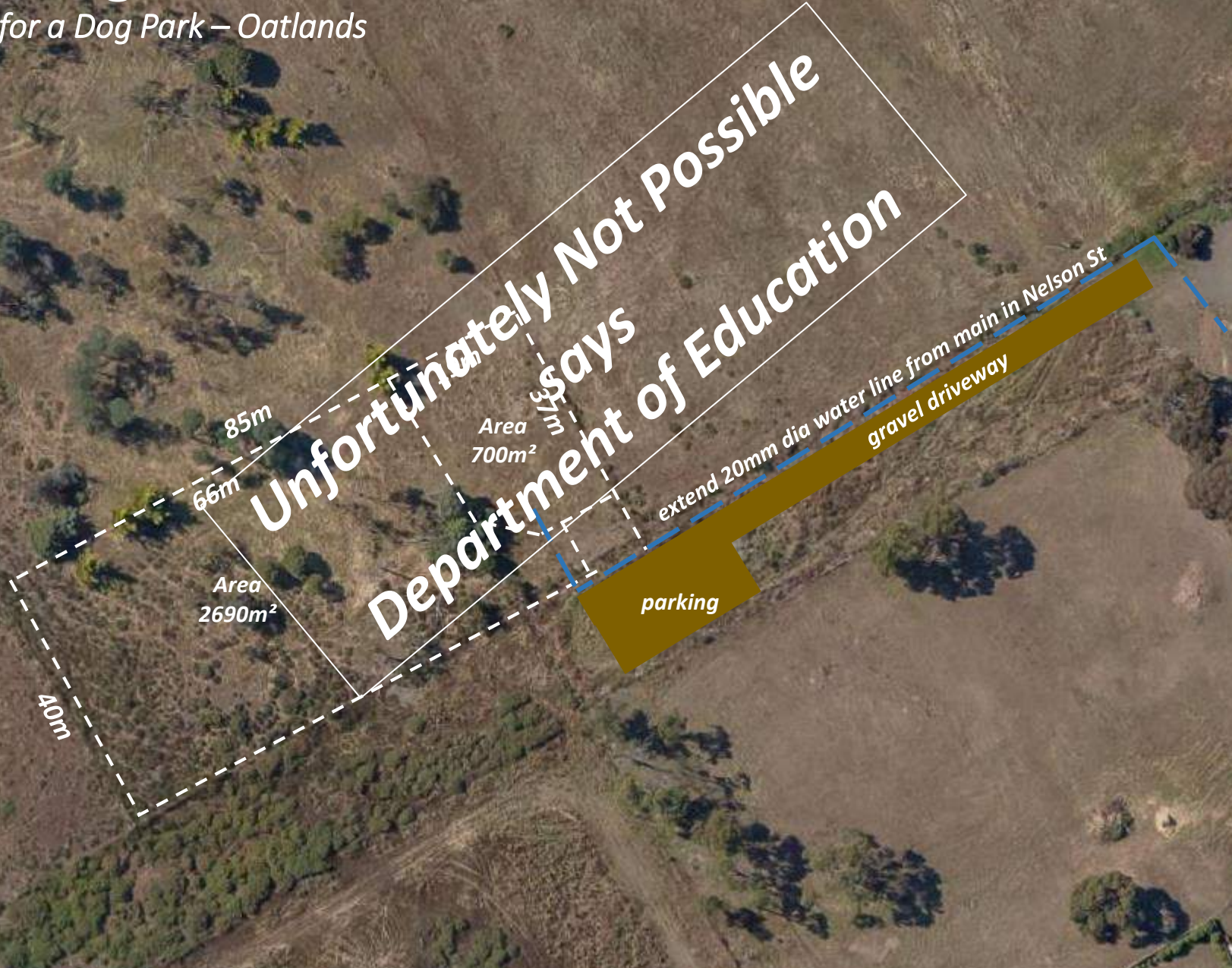
From Nelson Street looking South West

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The School Farm

Attachment
Agenda Item 15.6.2



Unfortunately Not Possible
Department of Education says

Area
2690m²

Area
700m²

parking

gravel driveway

extend 20mm dia water line from main in Nelson St

40m

85m

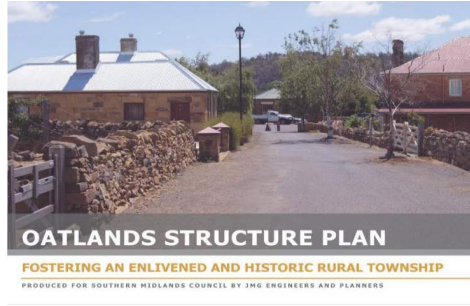
66m

37m

19m

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands



Action 1.4 - Promote the former rodeo paddock for events.

Promote the former rodeo paddock as a large accessible vacant space that could be used for gatherings requiring a large area. The site could also be used for other informal purposes between events such as food vans.

Encourage local theatre, musical acts and other performing arts, dedicated performance space or outdoor stage should be constructed in a strategic location within the rodeo park for events or local groups.

Consider the space in a wider context as a backdrop for the Callington Mill precinct and Lake Dulverton. When combined with updated or new amenities, the playground and parking, this is an attractive space.

The proximity to the proposed hotel site also accords with this concept of adaptable rather than prescribed use.

Attachment
Agenda Item 15.6.2
Adopted Council Policy Document

Relevant Extract

Callington Park Rodeo Paddock - Festivals



Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Attachment
Agenda Item 15.6.2

Adopted Council Policy Documents

Relevant Extracts

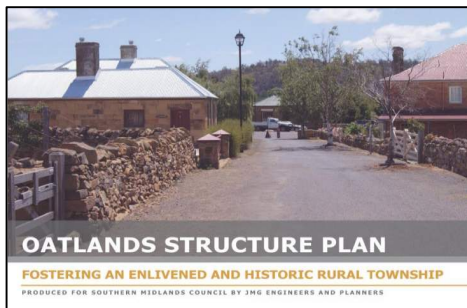
Callington Park Rodeo Paddock - Festivals



3.3 CULTURAL		LANDSCAPES
<i>What we are aiming to achieve:</i>		
3.3.1 Ensure that the cultural diversity of the Southern Midlands is maximised		
Key actions to achieve our aims:		Responsible Business Unit(s)
3.3.1.1	Identify, and promote the cultural identity of the Southern Midlands through festivals and events	CCD

Appendices

A. Implementation Plan



STRATEGIES	ACTION	RESPONSIBILITY	EST. COSTS (APPROX)	PRIORITY (HIGH, MEDIUM, LOW) & TIMING
1. IMPROVED PASSIVE RECREATION OPPORTUNITIES.	Action 1.1 - Design and co-create an Oatlands Town Square in front of Oatlands Town Hall and the Old State School fronting High Street.	Council	\$600K	High
	Action 1.2 - Continued development of the playground.	Council	\$800K	High
	Action 1.3 – Construct new toilets facilities at the new playground; upgrade the toilet facilities at the rear of the Council chambers (potentially other public spaces) to a high standard.	Council	\$1M	High
	Action 1.4 – Promote the former rodeo paddock for events.	Council	Operational Budget	Medium

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The Rodeo Paddock in Callington Park

Attachment
Agenda Item 15.6.2



Unfortunately Not Possible
says
Council's Adopted
Oatlands Structure Plan - Policy

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Attachment
Agenda Item 15.6.2

Having exhausted the preceding sites, two sites remain, one in Crown Ownership and the other in Council Ownership.



Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Attachment
Agenda Item 15.6.2

Chatham Street



Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Chatham Street

Attachment
Agenda Item 15.6.2



Stanley Street

Chatham Street

cemetery

cemetery

Lake
Dulverton

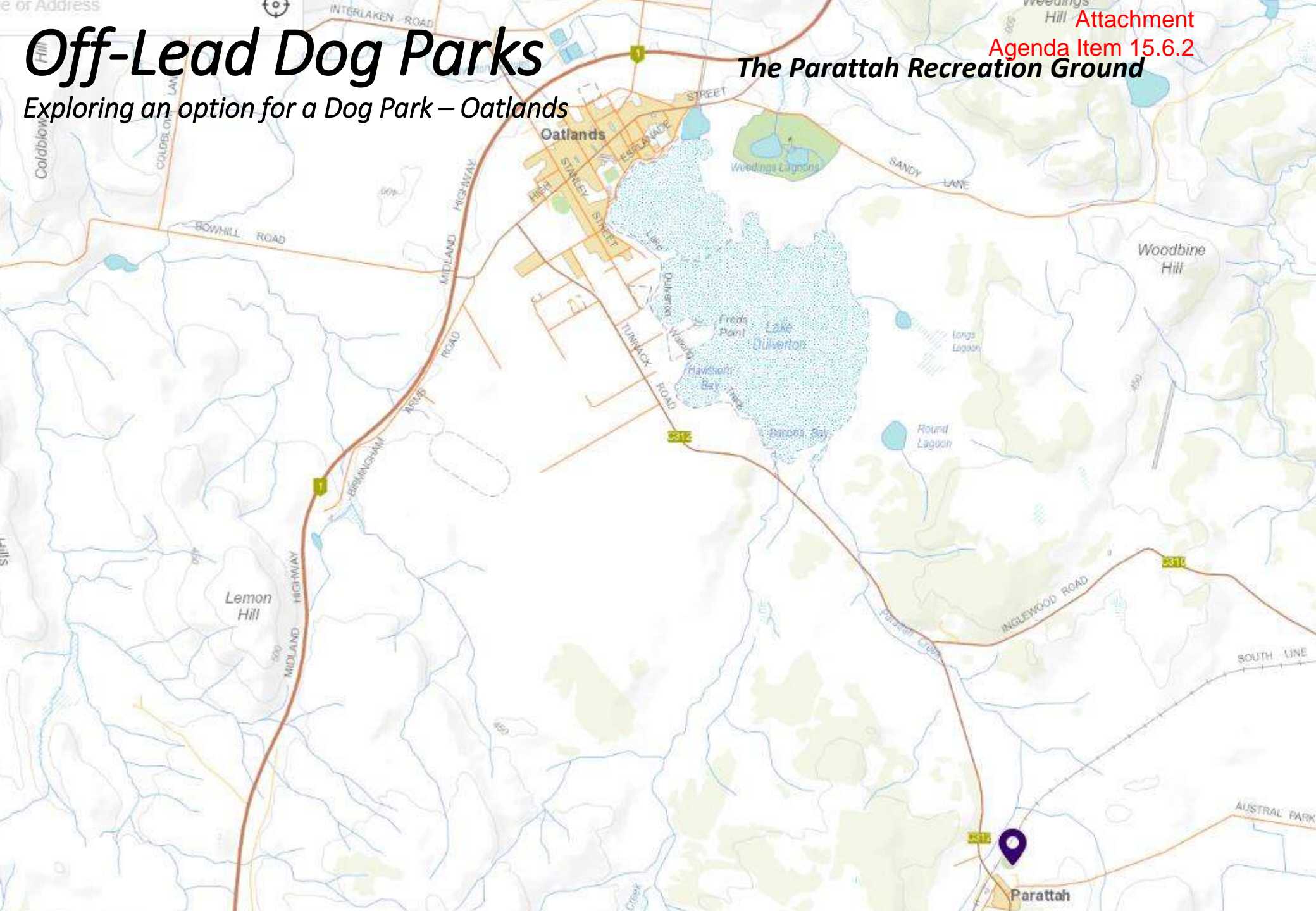
**Could be Possible
Says
Crown Land Services**

Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

The Parattah Recreation Ground

Attachment
Agenda Item 15.6.2



Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Parattah Recreation Ground

Attachment
Agenda Item 15.6.2

Could be Possible



Off-Lead Dog Parks

Exploring an option for a Dog Park – Oatlands

Action Plan

- A. Having exhausted many options, Deputy General Manager to consult with the Oatlands Dog Park Community Group on the remaining options for the establishment of an off-lead dog park in Oatlands on publicly owned land;

Option 1 Chatham Street site

Option 2 Parattah Recreation Ground site

- B. Provide a Report to the next Council Meeting on the outcomes.



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 Does-Grant deed (short form) template-3-2014
(December 2014)

REFERENCE AND CONTACT DETAILS

Department: Department of State Growth
Contact officer: Active Tasmania Grants
Telephone: 1800 252 476
Email: grants@active.tas.gov.au

Doc Ref: SOUTHERN MIDLANDS COUNCIL - EC24-073 - \$253,000

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

Name	SOUTHERN MIDLANDS COUNCIL
ACN/ARBN/ABN	68 653 459 589
Short form name	Recipient
Notice details	71 High St Oatlands TAS 7120 Australia Telephone: (03) 6254 5000 Email: abenson@southernmidlands.tas.gov.au Attention: Andrew Benson

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 support the Recipient to deliver upgrades to the Campania Recreation Ground and installation of a new scoreboard. (EC24-073).	
Item 2 (clause 2.1):	Grant Amount
\$253,000 (Two hundred and fifty-three thousand dollars), GST exclusive.	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant is payable in one instalment as follows: Instalment 1: \$253,000 Payment of this 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) Return of this Deed signed by the Recipient within ten (10) Business Days b) Upon execution of this Deed by all parties c) provision of valid invoice.	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
28 March 2025.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
30 June 2026.	
Item 7 (clause 7.2):	Reporting requirements
The Recipient must provide to the Grantor: a) Final Report and Financial Acquittal 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 8 (clause 10):	Special terms and conditions
The Recipient agrees:	

- a) to ensure all relevant insurances, including Public Liability Insurance to the value of \$20,000,000 (twenty million dollars) are obtained in relation to the Approved Purpose to the satisfaction of the Grantor;
- b) to give to the Grantor or an Authorised Officer of the Grantor, reasonable access to any premises for the purposes of carrying out a site visit to monitor the Recipient's compliance with this Deed;
- c) that any interest received and/or accrued on the Grant is to be used for the Approved Purpose;
- d) to participate in any funding evaluation that may be undertaken by the Grantor;
- e) that all information and reports requested by the Grantor from the Recipient must be provided within twenty (20) Business Days of the Grantor's written request, and must be of a form and substance satisfactory to the Grantor;
- f) without limiting anything in Clause 5, to recognise the Grantor's assistance if and when promoting the project, 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 "*this project was supported by the Tasmanian Government through the Department of State Growth*" must be adopted; and
- g) without limiting anything in Clause 5, 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.

GLOSSARY

Final Report means a written report demonstrating that the Approved Purpose has been met at the conclusion of the grant, supported by evidence such as copies of paid invoices and receipts.

Financial Acquittal means a written report which includes:

- a) a statement that all funding received was expended on the Approved Purpose in accordance with this Deed; and
- b) details of income and expenditure in respect of the Grant, authorised by the Chief Financial Officer or equivalent.

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: 4 SALAMANCA PLACE
HOBART TAS 7000

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* T.F. Kirkwood

*Use BLOCK LETTERS

T.F. Kirkwood
T.F. Kirkwood

Seal:



Anthony E. Budgee
ANTHONY EDWARD BUDGEE
COUNCILLOR

Karen Leanne Dudgeon
KAREN LEANNE DUDGEON
DEPUTY MAYOR



Grant deed

Grant program: Election Commitments

EC24-047: 2024 Election Commitment -
Unisex Toilet at Callington Park, Oatlands

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: 21 Kirksway Place, Hobart TAS 7000
Contact officer: *Community Grants and Programs*
Telephone: 1800 204 224
Email: grants@dpac.tas.gov.au
CM Ref: GC4285

Grant Deed - Southern Midlands Council - 2024 Election Commitment - Unisex Toilet at Callington Park,
Oatlands Document ref: DPAC - Grant Deed (Long Form) Template - V.140125

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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	Department of Premier and Cabinet Community Grants and Programs 21 Kirksway Place, Hobart TAS 7000 Phone: 1800 204 224 Email: grants@dpac.tas.gov.au Attention: The Manager, Community Grants and Programs

Name	Southern Midlands Council
ACN/ARBN/ABN	68 653 459 589
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

The Approved Purpose is to contribute towards the installation of a unisex accessible toilet facility at Callington Park, Oatlands.

Item 2 (clause 2.1): Grant Amount

The maximum payable amount of the Grant is **\$45,000.00** (excluding GST).

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

The Grant is payable as follows:

Instalment Number	Instalment 1
Instalment Amount	\$45,000.00
Date Payable	Not payable before 01/07/2024
Financial Year	2024/ 2025

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:

Instalment 1	Execution of the grant Deed
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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 December 2025.

Item 10 (clause 4.9(a)): Outcomes

Below are the outcome(s) the Recipient has determined as a consequence of carrying out the Approved Purpose.

Domain	Social connection and inclusion
Outcome	Increased participation in community and social activities

Metrics for measuring the outcomes will be provided in the final report template listed in Item 11 (clause 7.2) based on the option(s) selected in the Recipient's application.

Item 11 (clause 7.2): Reporting requirements

The Recipient must provide to the Grantor:

Report Name	Final Report and Acquittal
Due Date	31/01/2026
Reporting Period	From the date for commencement of the Approved Purpose to 31/12/2025
Reporting Requirements	<ul style="list-style-type: none"> i. a written breakdown detailing the Recipient's grant completion against carrying out the Approved Purpose; ii. at least three photographs of the completed project; iii. copies of any applicable permits, approvals and certificates in regard to the works; and iv. a signed financial acquittal with documented financial evidence, to show expenditure of the funds against the Approved Purpose.

Item 11 (clause 7.2): Reporting requirements

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): Special terms and conditions

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 – Acknowledgement of support

In addition to, and without limitation to clause 5 of this Deed, the Recipient must comply with the provisions of Annexure A in relation to providing acknowledgement of the Grantor's support.

Special Condition 3 – 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 4 – 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.

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:

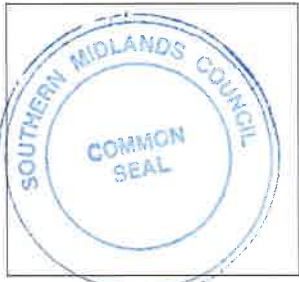
*Use BLOCK LETTERS

*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.

Annexure A – Acknowledgement of Funding

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

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

LOGO COLOUR (as illustrated)

The logo may only appear in:

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

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

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





Grant deed

Grant program: Election Commitments

EC24-047: 2024 Election Commitment -
Unisex Toilet at Callington Park, Oatlands

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: 21 Kirksway Place, Hobart TAS 7000
Contact officer: *Community Grants and Programs*
Telephone: 1800 204 224
Email: grants@dpac.tas.gov.au
CM Ref: GC4285

Grant Deed - Southern Midlands Council - 2024 Election Commitment - Unisex Toilet at Callington Park,
Oatlands Document ref: DPAC - Grant Deed (Long Form) Template - V.140125

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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 Department of Premier and Cabinet
Community Grants and Programs
21 Kirksway Place, Hobart TAS 7000
Phone: 1800 204 224
Email: grants@dpac.tas.gov.au
Attention: The Manager, Community Grants and Programs

Name **Southern Midlands Council**

ACN/ARBN/ABN 68 653 459 589

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
The Approved Purpose is to contribute towards the installation of a unisex accessible toilet facility at Callington Park, Oatlands.	
Item 2 (clause 2.1):	Grant Amount
The maximum payable amount of the Grant is \$45,000.00 (excluding GST).	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant is payable as follows:	
Instalment Number	Instalment 1
Instalment Amount	\$45,000.00
Date Payable	Not payable before 01/07/2024
Financial Year	2024/ 2025
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:	
Instalment 1	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 December 2025.

Item 10 (clause 4.9(a)): Outcomes

Below are the outcome(s) the Recipient has determined as a consequence of carrying out the Approved Purpose.

Domain	Social connection and inclusion
Outcome	Increased participation in community and social activities

Metrics for measuring the outcomes will be provided in the final report template listed in Item 11 (clause 7.2) based on the option(s) selected in the Recipient's application.

Item 11 (clause 7.2): Reporting requirements

The Recipient must provide to the Grantor:

Report Name	Final Report and Acquittal
Due Date	31/01/2026
Reporting Period	From the date for commencement of the Approved Purpose to 31/12/2025
Reporting Requirements	<ul style="list-style-type: none"> i. a written breakdown detailing the Recipient's grant completion against carrying out the Approved Purpose; ii. at least three photographs of the completed project; iii. copies of any applicable permits, approvals and certificates in regard to the works; and iv. a signed financial acquittal with documented financial evidence, to show expenditure of the funds against the Approved Purpose.

Item 11 (clause 7.2): Reporting requirements

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): Special terms and conditions

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 – Acknowledgement of support

In addition to, and without limitation to clause 5 of this Deed, the Recipient must comply with the provisions of Annexure A in relation to providing acknowledgement of the Grantor's support.

Special Condition 3 – 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 4 – 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.

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: →

*Print name and office held:

Signature: →

*Print name and office held:

*Use BLOCK LETTERS

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

Annexure A – Acknowledgement of Funding

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

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

LOGO COLOUR (as illustrated)

The logo may only appear in:

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

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

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

