

REFERENCE:  
2014016

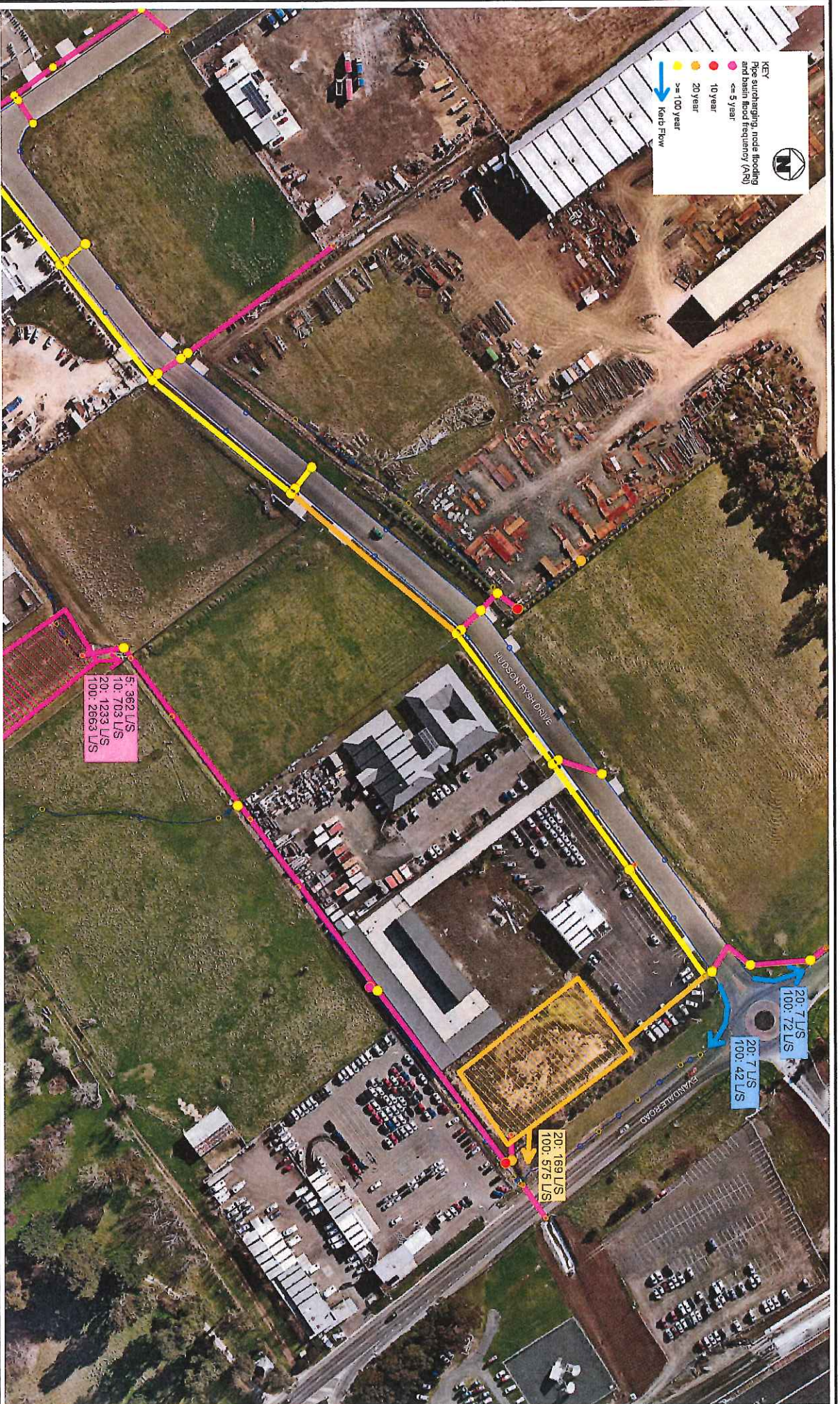
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SHEET:	3 of 6
DATE:	17/03/2015
REVISION:	00

NORTH MIDLANDS COUNCIL  
ASSET CAPACITY  
TRANSLINK SOUTHERN  
CATCHMENT

**SURVEY &  
ALIGNMENT  
SERVICES**

- INDUSTRIAL ALIGNMENT
- ENGINEERING SURVEYING
- LAND DEVELOPMENT

Telephone: (03) 6331 6540  
Mobile: 0429 003 584  
Email: dtomiddlest@gmail.com  
Website: www.surv.align.com.au



**KEY**

- Pipe strengthening node flooding and basin flood frequency (AF5)
- <= 5 year
- 10 year
- >= 100 year
- Keab flow



REFERENCE:	2014016
SCALE:	NTS
DRAWN:	DT
CHECKED:	CO
SHEET:	5 of 6
DATE:	17/03/2015
REVISION:	00

NORTH MIDLANDS COUNCIL  
ASSET CAPACITY  
TRANSLINK SOUTHERN  
CATCHMENT

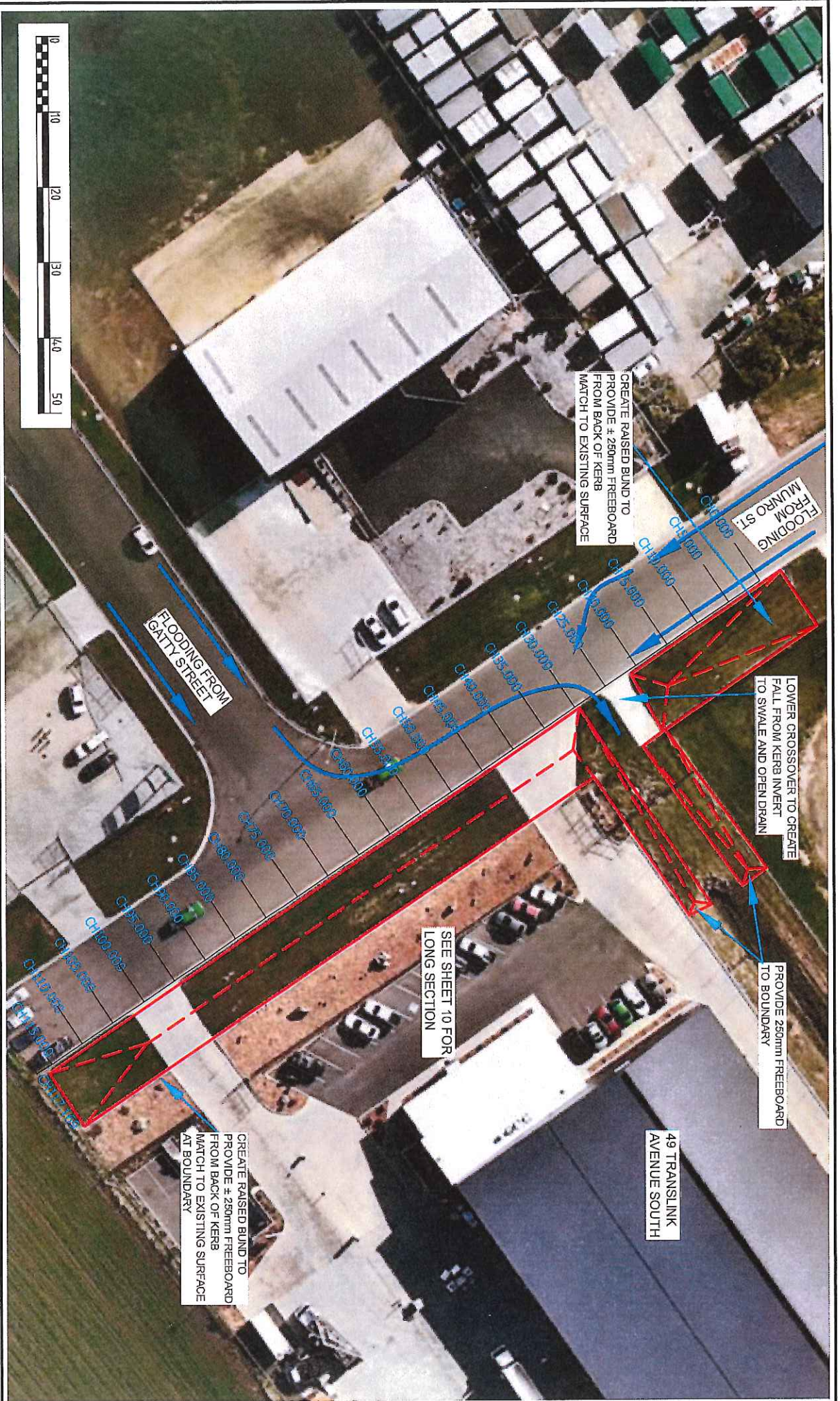
**SURVEY & ALIGNMENT SERVICES**

- INDUSTRIAL ALIGNMENT
- ENGINEERING SURVEYING
- LAND DEVELOPMENT

Telephone: (03) 5331 6540  
Mobile: 0428 003 584  
Email: dion@plm87@gmail.com  
Website: www.survallign.com.au

**APPENDIX F**

**NATURESTRIP AND DRIVEWAY PROFILE CONCEPT DESIGN**



**HYDRODYNAMICA**

REFERENCE: 2014016

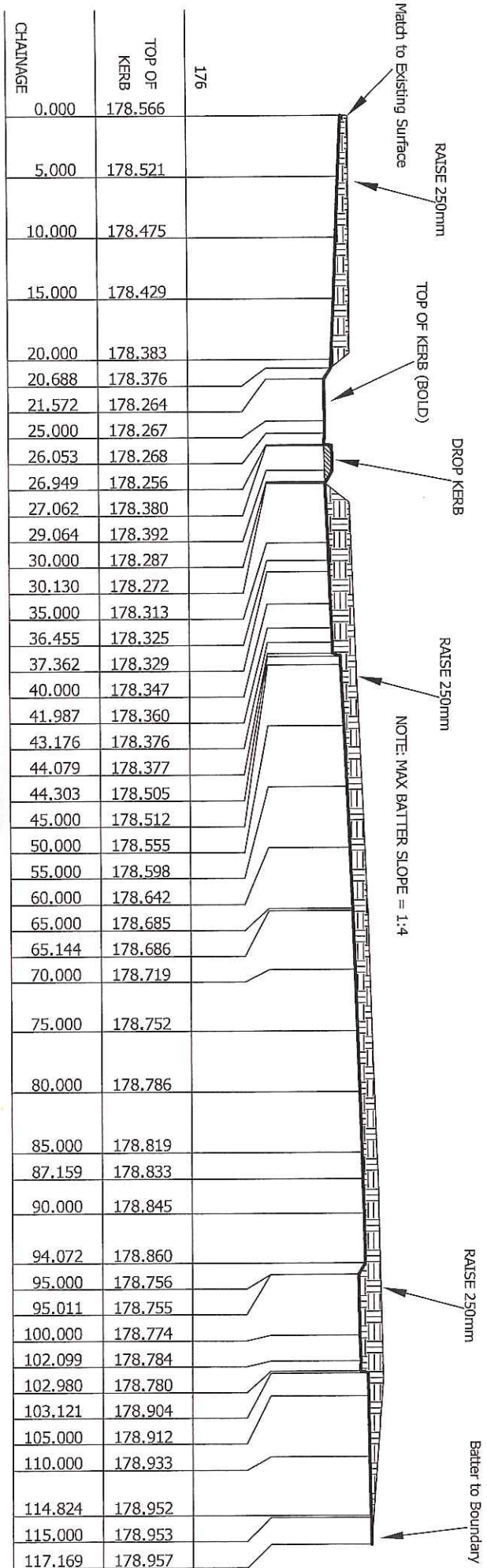
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DATE	11/08/2015
REVISION	00

**NMC - TRANSILINK**  
 CONCEPT DESIGNS FOR ESTIMATION OF CONSTRUCTION COSTS  
 GATTY STREET CATCHMENT OVERLAND FLOW PATH IMPROVEMENTS

**SURVEY & ALIGNMENT SERVICES**


- INDUSTRIAL ALIGNMENT
- ENGINEERING SURVEYING
- LAND DEVELOPMENT

Telephone: (03) 6931 6540  
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 Website: [www.survallign.com.au](http://www.survallign.com.au)




HORIZONTAL TO VERTICAL RATIO = 1:5

LONGSECTION



NORTHERN  
MIDLANDS  
COUNCIL



HYDRODYNAMICA

REFERENCE:  
**2014016**

SCALE:	NTS
DRAWN:	DT
CHECKED:	CO
SHEET:	10
DATE:	11/08/2015
REVISION:	00

**NMC - TRANSLINK**

CONCEPT DESIGNS FOR ESTIMATION  
OF CONSTRUCTION COSTS

GATTY STREET CATCHMENT  
OVERLAND FLOW PATH IMPROVEMENTS

**SURVEY & ALIGNMENT SERVICES**

- INDUSTRIAL ALIGNMENT
- ENGINEERING SURVEYING
- LAND DEVELOPMENT

Telephone: (03) 6331 6540  
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 Email: [dcompkins87@gmail.com](mailto:dcompkins87@gmail.com)  
 Website: [www.survallign.com.au](http://www.survallign.com.au)

# Northern Midlands Council Account Management Report

## Income & Expenditure Summary for the Period Ended 30 September 2015 (25% of Year Completed)

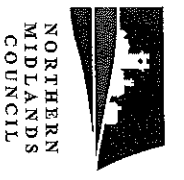
Line Item Summary Totals	Operating Statement		Corporate Services		Economic & Community Dev		Planning & Development		Works		Total Operating Statement		% of Budget
	2015/16 Budget	2015/16 Actual	2015/16 Budget	2015/16 Actual	2015/16 Budget	2015/16 Actual	2015/16 Budget	2015/16 Actual	2015/16 Budget	2015/16 Actual	2015/16 Budget	2015/16 Actual	
Wages	274,159	79,068	546,051	155,463	476,658	104,671	585,054	143,654	1,420,045	379,504	3,300,967.00	862,360.00	26.12%
Material & Services Expenditure	407,873	179,249	387,410	133,470	198,308	70,181	503,178	92,855	3,175,294	650,611	4,672,663.00	1,131,366.00	24.21%
Depreciation Expenditure	47,360	11,900	53,040	13,260	69,030	17,190	16,620	4,110	4,507,580	1,126,280	4,693,630.00	1,172,740.00	24.99%
Government Levies & Charges	7,360	0	565,650	9,482	10,020	0	0	0	79,590	0	662,620.00	9,482.00	1.43%
Councillors Expenditure	187,332	47,975	0	0	0	0	0	0	0	0	187,332.00	47,975.00	25.61%
Other Expenditure	132,087	67,065	408,336	418,862	128,659	43,711	19,988	3,903	112,295	41,505	801,365.00	675,046.00	71.76%
Oncost	118,218	34,057	234,471	60,778	77,827	19,764	245,256	57,142	519,548	149,491	1,195,320.00	321,232.00	26.87%
Internal Plant Hire/Rental	19,290	4,320	17,810	5,559	18,760	4,246	67,320	12,339	829,490	279,490	952,670.00	305,954.00	32.12%
Internal Rental/Rates	300	0	590	0	20	0	0	0	11,250	0	12,160.00	0.00	0.00%
Other Internal Transfers Expenditure	0	1,964	6,479,598	1,612,298	18,000	4,655	0	0	26,550	6,750	6,524,148.00	1,625,667.00	24.92%
Oncosts Paid - Payroll	52,459	6,078	106,498	17,316	81,210	34,814	120,462	30,305	294,930	92,462	655,559.00	180,975.00	27.61%
Oncost Paid - Non Payroll	84,756	19,242	147,666	36,116	129,549	27,571	168,581	43,084	436,033	76,605	966,555.00	202,568.00	20.96%
Plant Expenditure Paid	11,150	4,430	4,920	1,526	20,650	5,871	25,620	6,936	586,080	148,428	658,420.00	165,191.00	25.09%
	1,342,344	455,348	8,952,040	2,469,130	1,228,291	332,624	1,752,079	394,328	12,008,665	2,949,126	25,283,439	6,600,556	26.11%
Rate Revenue	0	0	(8,749,507)	(8,562,307)	0	0	(22,531)	(22,644)	(674,013)	(668,465)	(9,446,051.00)	(9,253,416.00)	97.96%
Repayment Grant Revenue	(2,000)	0	(1,811,916)	(507,206)	(252,166)	(62,275)	0	0	(2,303,320)	(289,664)	(4,369,402.00)	(859,145.00)	19.66%
Fees and Charges Revenue	0	0	(200,382)	(49,333)	(352,523)	(77,813)	(751,671)	(391,367)	(401,758)	(166,557)	(1,706,334.00)	(685,070.00)	40.15%
Interest Revenue	(227,000)	7,190	(45,000)	(15,873)	0	0	0	0	0	0	(272,000.00)	(8,683.00)	3.19%
Reimbursements Revenue	(2,600)	(837)	(39,018)	(8,481)	(7,926)	(10,794)	(26,440)	(16,000)	(12,914)	(16,982)	(88,898.00)	(53,094.00)	59.72%
Oncost Recoveries - Internal Tier	(118,217)	(33,422)	(234,141)	(60,362)	(77,285)	(18,897)	(258,453)	(57,152)	(690,387)	(169,999)	(1,378,483.00)	(339,832.00)	24.65%
Plant Hire Income - Internal Tier	(17,500)	(6,022)	(15,030)	(3,570)	(15,110)	(3,570)	(50,990)	(12,289)	(1,049,510)	(315,647)	(1,148,140.00)	(341,128.00)	29.71%
Other Internal Transfers Income	(33,641)	(8,441)	(100,725)	(15,880)	(541,687)	(135,787)	(654,296)	(166,485)	(5,233,799)	(1,300,088)	(6,564,148.00)	(1,526,681.00)	24.78%
Other Revenue	(707,923)	(76,713)	(7,701)	(307)	0	(9,897)	(2,298)	(15,000)	(63,767)	(36,701)	(781,689.00)	(138,618.00)	17.73%
	(1,108,981)	(118,245)	(11,203,420)	(9,223,349)	(1,246,697)	(319,033)	(1,766,679)	(680,937)	(10,429,468)	(2,964,103)	(25,755,145)	(13,305,667)	51.66%
Underlying (Surplus) / Deficit Before	233,463	337,103	(2,251,380)	(6,754,219)	(18,406)	13,591	(14,600)	(286,609)	1,579,217	(14,977)	(471,706)	(6,705,111)	
Gain on sale of Fixed Assets	0	(60,001)	0	0	0	0	0	0	0	0	0	(60,001)	
Loss on Sale of Fixed Assets	0	0	0	0	0	0	0	0	450,000	0	450,000	0	
Net Loss On Disposal of Fixed Assets	0	(60,001)	0	0	0	0	0	0	450,000	0	450,000	(60,001)	
Underlying (Surplus) / Deficit	233,463	277,102	(2,251,380)	(6,754,219)	(18,406)	13,591	(14,600)	(286,609)	2,029,217	(14,977)	(21,706)	(6,765,112)	
Capital Grant Revenue	0	0	0	0	0	0	0	0	(2,352,000)	(92,050)	(2,352,000)	(92,050)	
Subdivider Contributions	0	0	0	0	0	0	0	0	(350,000)	0	(350,000)	0	
	0	0	0	0	0	0	0	0	(2,702,000)	(92,050)	(2,702,000)	(92,050)	
Operating (Surplus) / Deficit	233,463	277,102	(2,251,380)	(6,754,219)	(18,406)	13,591	(14,600)	(286,609)	(672,783)	(107,027)	(2,723,706)	(6,857,162)	



Northern Midlands Council  
**Account Management Report**  
 for year to September 2015

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Capital Expenditure - Governance</b>					
<b>Fleet, Plant &amp; Equipment</b>					
780006 Gov - Office Equipment Purchases	\$2,000	\$470	\$864	\$1,136	43%
780029 Gov - Council Chambers Additional Flag pole	\$0	\$0	\$3,306	-\$3,306	0%
<b>Total Fleet, Plant &amp; Equipment</b>	<b>\$2,000</b>	<b>\$470</b>	<b>\$4,169</b>	<b>-\$2,169</b>	<b>208%</b>
<b>Total Capital Expenditure - Governance</b>					
<b>Grand Total</b>	<b>\$2,000</b>	<b>\$470</b>	<b>\$4,169</b>	<b>-\$2,169</b>	<b>208%</b>

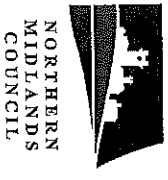
1-207



Northern Midlands Council  
**Account Management Report**  
 for year to September 2015

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	Annual Budget %
<b>Capital Expenditure - Corporate Services</b>					
<b>Equipment &amp; Buildings - Corporate Services</b>					
700007 Fleet - F7 Pool Vehicle	\$15,000	\$3,750	\$0	\$15,000	0%
715300 Corp - Computer System Upgrade	\$173,000	\$43,220	\$30,884	\$142,116	18%
715310 Corp - Purchase Office Equipment	\$2,000	\$470	\$0	\$2,000	0%
720113 Corp - Office / Council Chambers Improvements	\$50,000	\$12,470	\$31	\$49,969	0%
<b>Total Equipment &amp; Buildings - Corporate Services</b>	<b>\$240,000</b>	<b>\$59,910</b>	<b>\$30,915</b>	<b>\$209,085</b>	<b>13%</b>
<b>Total Capital Expenditure - Corporate Services</b>	<b>\$240,000</b>	<b>\$59,910</b>	<b>\$30,915</b>	<b>\$209,085</b>	<b>13%</b>
<b>Grand Total</b>	<b>\$240,000</b>	<b>\$59,910</b>	<b>\$30,915</b>	<b>\$209,085</b>	<b>13%</b>





**Northern Midlands Council**  
**Account Management Report**  
**for year to September 2015**

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Capital Expenditure - Economic &amp; Community Develop</b>					
<b>Equipment &amp; Buildings</b>					
707929	Evan - Aged Care Units Carpet Replacement	\$5,000	\$1,220	\$0	0%
750202	Ec & Comm Dev - Sports Centre Equipment Purchases / Improvements	\$10,000	\$2,530	\$0	0%
780025	Ec & Comm Dev - Purchase of Office Equipment	\$2,000	\$470	\$0	0%
	<b>Total Equipment &amp; Buildings</b>	<b>\$17,000</b>	<b>\$4,220</b>	<b>\$2,000</b>	<b>0%</b>
<b>Tourism/Economic Development</b>					
780028	Tourism - Public WiFi, Touchscreens	\$20,000	\$4,970	\$0	0%
	<b>Total Tourism/Economic Development</b>	<b>\$20,000</b>	<b>\$4,970</b>	<b>\$20,000</b>	<b>0%</b>
	<b>Total Capital Expenditure - Economic &amp; Communit</b>	<b>\$37,000</b>	<b>\$9,190</b>	<b>\$37,000</b>	<b>0%</b>
	<b>Grand Total</b>	<b>\$37,000</b>	<b>\$9,190</b>	<b>\$37,000</b>	<b>0%</b>

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NORTHERN  
MIDLANDS  
COUNCIL

## Northern Midlands Council Account Management Report for year to September 2015

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Capital Expenditure - Planning &amp; Development</b>					
<b>Fleet, Plant &amp; Equipment</b>					
700027 Fleet - F27 Animal Control	\$18,000	\$4,500	\$0	\$18,000	0%
700182 Fleet - F182 Planner	\$15,000	\$3,750	\$0	\$15,000	0%
715330 Plan & Dev - Purchase of Office Equipment	\$2,000	\$470	\$0	\$2,000	0%
<b>Total Fleet, Plant &amp; Equipment</b>	<b>\$35,000</b>	<b>\$8,720</b>	<b>\$0</b>	<b>\$35,000</b>	<b>0%</b>
<b>Total Capital Expenditure - Planning &amp; Development</b>	<b>\$35,000</b>	<b>\$8,720</b>	<b>\$0</b>	<b>\$35,000</b>	<b>0%</b>
<b>Grand Total</b>	<b>\$35,000</b>	<b>\$8,720</b>	<b>\$0</b>	<b>\$35,000</b>	<b>0%</b>

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Northern Midlands Council  
**Account Management Report**  
for year to September 2015

**Capital Expenditure - Works Department**

**Fleet, Plant & Depot**

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	Annual % Budget
700001	\$20,000	\$4,970	\$0	\$20,000	0%
700005	\$15,000	\$3,750	\$0	\$15,000	0%
700011	\$30,000	\$7,500	\$0	\$30,000	0%
700023	\$20,000	\$4,970	\$0	\$20,000	0%
700025	\$21,000	\$5,250	\$0	\$21,000	0%
700030	\$200,000	\$49,970	\$0	\$200,000	0%
700035	\$300,000	\$87,470	\$0	\$300,000	0%
700047	\$38,000	\$9,470	\$120	\$37,880	0%
700059	\$38,000	\$10,003	\$133	\$39,867	0%
700063	\$66,000	\$16,500	\$0	\$66,000	0%
700064	\$40,000	\$10,003	\$120	\$39,880	0%
700179	\$38,000	\$9,497	\$38,002	-\$2	100%
715320	\$20,000	\$4,970	\$4,530	\$15,470	23%
715337	\$15,000	\$3,750	\$0	\$15,000	0%
715338	\$2,000	\$470	\$0	\$2,000	0%
720200	\$15,000	\$3,750	\$1,228	\$13,772	8%
720201	\$15,000	\$3,750	\$6,138	\$8,862	41%
<b>Total Fleet, Plant &amp; Depot</b>	<b>\$1,205,000</b>	<b>\$301,040</b>	<b>\$50,150</b>	<b>\$1,154,850</b>	<b>4%</b>

**Recreation**

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	Annual % Budget
707752	\$20,000	\$4,970	\$0	\$20,000	0%
707774	\$25,000	\$6,280	\$0	\$25,000	0%
707792	\$5,000	\$1,220	\$4,057	\$343	81%
707801	\$15,000	\$3,750	\$3,000	\$12,000	20%
707805	\$600,000	\$150,000	\$0	\$600,000	0%
707814	\$80,000	\$19,970	\$0	\$80,000	0%
707835	\$10,000	\$2,530	\$160	\$9,840	2%
707855	\$50,000	\$12,470	\$15	\$49,985	0%
707887	\$0	\$0	\$33	-\$33	0%
707899	\$45,000	\$11,250	\$12,198	\$32,802	27%
707913	\$8,000	\$1,970	\$0	\$8,000	0%
707923	\$25,000	\$6,280	\$0	\$25,000	0%
707924	\$5,000	\$1,220	\$0	\$5,000	0%
707935	\$2,000	\$470	\$0	\$2,000	0%
707936	\$20,000	\$4,970	\$0	\$20,000	0%
707937	\$20,000	\$4,970	\$0	\$20,000	0%
707938	\$10,000	\$2,530	\$0	\$10,000	0%
707939	\$11,000	\$2,747	\$0	\$11,000	0%
715255	\$50,000	\$12,470	\$5,613	\$44,387	11%
<b>Lfd - Village Green to Mill Dam Project</b>					
707789	\$80,000	\$19,970	\$57	\$79,943	0%
<b>Total Lfd - Village Green to Mill Dam Project</b>	<b>\$80,000</b>	<b>\$19,970</b>	<b>\$57</b>	<b>\$79,943</b>	<b>0%</b>
<b>Total Recreation</b>	<b>\$1,081,000</b>	<b>\$270,037</b>	<b>\$25,133</b>	<b>\$1,055,867</b>	<b>2%</b>

# Northern Midlands Council Account Management Report for year to September 2015

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	Annual Budget %
<b>Buildings</b>					
707871.1	Even - War Memorial Hall Improvements - Carpark	\$0	\$0	\$0	0%
707877	All Areas - Bus Shelters / Playground Shade Structures	\$40,000	\$10,030	\$1,885	5%
707882	Clown - Valentine Park Garden Beds	\$30,000	\$7,500	\$0	0%
707902	Clown - Pump House Restoration	\$20,000	\$4,970	\$2,296	8%
707920	Rec - Public Buildings Asbestos Removal	\$20,000	\$4,970	\$20,000	0%
707921	Avoca - Hall Exterior Painting	\$15,000	\$3,750	\$0	0%
707922	Cry - Hall Exterior Painting	\$20,000	\$4,970	\$15,000	0%
707925	Clown - Hall Supper Room Improvements	\$10,000	\$2,530	\$20,000	0%
707926	Clown - Library Improvements	\$15,000	\$3,750	\$10,000	0%
707927	Epping - Hall Weatherboard Replacement	\$20,000	\$4,970	\$15,000	0%
707928	Even - War Memorial Hall Improvements	\$25,000	\$6,280	\$18,455	8%
707930	Lfd - Town Hall Exterior Painting	\$39,000	\$9,750	\$25,000	0%
707931	Lfd - War Memorial Hall Floor Improvements	\$15,000	\$3,750	\$39,000	0%
707932	Lfd - Town Hall Acoustic Improvements	\$3,000	\$750	\$15,000	0%
707933	Rossarden - Public Toilet Improvements	\$150,000	\$37,500	\$145,683	3%
707934	Ross - Public Toilet Replacement	\$120,000	\$30,000	\$120,000	0%
715350	Rec - Public Building Improvements	\$542,000	\$135,470	\$531,956	2%
<b>Total Buildings</b>					

<b>Waste Management</b>	
712952	Waste - MGB Purchases
728755	Waste - WTS Improvements
<b>Total Waste Management</b>	

		\$25,000	\$6,280	\$0	\$25,000	0%
		\$30,000	\$7,500	\$1,767	\$28,233	6%
		<b>\$55,000</b>	<b>\$13,780</b>	<b>\$1,767</b>	<b>\$53,233</b>	<b>3%</b>
<b>Roads</b>						
<b>Clown - Bond St Grant to High Reconstruction</b>						
750156	Clown - Bond St Grant to High Reconstruction K&G	\$115,000	\$28,780	\$2,310	\$112,690	2%
750156.1	Clown - Bond St Grant to High Reconstruction	\$0	\$0	\$1,257	-\$1,257	0%
	Excavation					
750156.2	Clown - Bond St Grant to High Reconstruction	\$0	\$0	\$0	\$0	0%
	Excavation					
750156.3	Clown - Bond St Grant to High Reconstruction Base	\$0	\$0	\$0	\$0	0%
750156.7	Clown - Bond St Grant to High Reconstruction Other	\$0	\$0	\$659	-\$659	0%
750156.9	Clown - Bond St Grant to High Reconstruction Other	\$0	\$0	\$1,591	-\$1,591	0%
750156.91	Clown - Bond St Grant to High Reconstruction Storm Water	\$0	\$0	\$15,530	-\$15,530	0%
<b>Total Clown - Bond St Grant to High Reconstruction</b>		<b>\$115,000</b>	<b>\$28,780</b>	<b>\$21,347</b>	<b>\$93,653</b>	<b>19%</b>
<b>Clown - Glenelg St Ch 0.285 to Ch 0.640</b>						
750493	Clown - Glenelg St Ch 0.285 to Ch 0.640 K&G	\$350,000	\$87,470	\$2,077	\$347,923	1%
750493.1	Clown - Glenelg St Ch 0.285 to Ch 0.640 Excavation	\$0	\$0	\$4,544	-\$4,544	0%
750493.91	Clown - Glenelg St Ch 0.285 to Ch 0.640 Stormwater	\$0	\$0	\$2,553	-\$2,553	0%
<b>Total Clown - Glenelg St Ch 0.285 to Ch 0.640</b>		<b>\$350,000</b>	<b>\$87,470</b>	<b>\$9,175</b>	<b>\$340,825</b>	<b>3%</b>
<b>Cry - Macquarie St, Main to Gatenby</b>						

# Northern Midlands Council Account Management Report for year to September 2015

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Evan - Relbia Rd Ch 1.375 to 2.530</b>					
751050.901 Edale - Relbia Rd Reconstruction Chn 1.375 to 2.530		\$0	\$0	\$0	0%
Other		\$0	\$0	\$0	0%
<b>Total Evan - Relbia Rd Ch 1.375 to 2.530</b>		\$0	\$0	\$0	0%
<b>Ross Streetscape Improvements</b>					
714846 Ross - Streetscape Improvements	\$60,000	\$15,000	\$9,330	\$50,670	16%
714846.24 Ross - Main St Project Footpath Female Factory to Old Pump Shed	\$0	\$0	\$8,271	-\$8,271	0%
<b>Total Ross Streetscape Improvements</b>	<b>\$60,000</b>	<b>\$15,000</b>	<b>\$17,601</b>	<b>\$42,399</b>	<b>29%</b>
<b>Resealing Program</b>					
715005 Roads - Resealing All Areas	\$700,000	\$175,030	\$0	\$700,000	0%
<b>Total Resealing Program</b>	<b>\$700,000</b>	<b>\$175,030</b>	<b>\$0</b>	<b>\$700,000</b>	<b>0%</b>
<b>Resheeting Program</b>					
715125 Southern - Resheeting	\$215,000	\$53,720	\$29,625	\$185,375	14%
715460 Roads Northern - Resheeting	\$215,000	\$53,720	\$75,076	\$139,924	35%
<b>Total Resheeting Program</b>	<b>\$430,000</b>	<b>\$107,440</b>	<b>\$104,701</b>	<b>\$325,299</b>	<b>24%</b>
<b>Black Spot Projects</b>					
750401 Pth - Elizabeth / Main Street Intersection	\$51,432	\$12,858	\$76,959	-\$25,527	150%
<b>Total Black Spot Projects</b>	<b>\$51,432</b>	<b>\$12,858</b>	<b>\$76,959</b>	<b>-\$25,527</b>	<b>150%</b>
<b>Footpath Construction Program</b>					
750037.6 Pth - Arthur St Fairtlough to Clarence Footpath	\$110,000	\$27,470	\$254	\$109,746	0%
750088.6 Pth - Bankia Grove Phillip to End Footpath	\$20,000	\$4,970	\$0	\$20,000	0%
750176.6 Crown - Bridge St Esplanade to King St Footpath	\$70,000	\$17,530	\$0	\$70,000	0%
750234.6 Pth - Callistemon Court Arthur to End of Bowl Footpath	\$22,000	\$5,530	\$0	\$22,000	0%
750433.6 Pth - Fairtlough St Highway to Doctors	\$24,000	\$6,000	\$20,014	\$3,986	83%
750460.6 CRY - Gatenby St No. 10 to Spencers Lane	\$23,000	\$5,720	\$0	\$23,000	0%
750473.6 Pth - George St Fairtlough to Clarence Footpath	\$24,000	\$6,000	\$0	\$24,000	0%
750517.6 Ltd - Goose Green Place Footpath Reconstruction	\$0	\$0	\$8,405	-\$8,405	0%
750549.6 Evan - High St Cambock to Barclay Footpath	\$42,000	\$10,500	\$0	\$42,000	0%
751017.6 Evan - Ploughmans Court Footpath	\$9,000	\$2,250	\$0	\$9,000	0%
751133.6 Evan - Shearers Court Stockmans to End Footpath	\$11,000	\$2,720	\$0	\$11,000	0%
751150.6 CRY - Spencers Lane Cressy Rd to Gatenby St Footpath	\$18,000	\$4,500	\$0	\$18,000	0%
751169.6 Evan - Stockmans Road Footpath	\$55,000	\$13,780	\$26,900	\$28,100	49%
751346.6 Ltd - Wellington Bakery to Archer St Footpath	\$30,000	\$7,500	\$0	\$30,000	0%

# Northern Midlands Council Account Management Report for year to September 2015

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
751351.6	\$25,000	\$6,280	\$0	\$25,000	0%
751352.6	\$31,500	\$7,830	\$14,323	\$17,177	45%
751353.6	\$0	\$0	\$14,323	-\$14,323	0%
751568.6	\$50,000	\$12,470	\$0	\$50,000	0%
751571.6	\$17,000	\$4,220	\$0	\$17,000	0%
751999.6	\$0	\$0	\$1,756	-\$1,756	0%
<b>Total Footpath Construction Program</b>	<b>\$581,500</b>	<b>\$145,270</b>	<b>\$85,975</b>	<b>\$495,525</b>	<b>15%</b>
<b>Pth - Cromwell St Ch 0.073 to North</b>					
750329	\$50,000	\$12,470	\$251	\$49,749	1%
750329.1	\$0	\$0	\$3,018	-\$3,018	0%
750329.2	\$0	\$0	\$2,388	-\$2,388	0%
750329.3	\$0	\$0	\$1,960	-\$1,960	0%
750329.4	\$0	\$0	\$1,787	-\$1,787	0%
750329.7	\$0	\$0	\$0	\$0	0%
750329.8	\$0	\$0	-\$1,716	\$1,716	0%
750329.9	\$0	\$0	\$1,200	-\$1,200	0%
<b>Total Pth - Cromwell St Ch 0.073 to North</b>	<b>\$50,000</b>	<b>\$12,470</b>	<b>\$8,887</b>	<b>\$41,113</b>	<b>18%</b>
<b>Lfd - Wilmores Lane Ch 1.295 to 4.280</b>					
751400	\$300,000	\$75,000	\$0	\$300,000	0%
751400.1	\$0	\$0	\$0	\$0	0%
751400.9	\$0	\$0	\$207	-\$207	0%
751401	\$342,000	\$85,500	\$0	\$342,000	0%
<b>Total Lfd - Wilmores Lane Ch 1.295 to 4.280</b>	<b>\$642,000</b>	<b>\$160,500</b>	<b>\$207</b>	<b>\$641,793</b>	<b>0%</b>
<b>Other Road Projects</b>					
715470	\$160,000	\$0	\$0	\$160,000	0%
750361	\$230,000	\$40,030	\$0	\$230,000	0%
750436	\$0	\$57,470	\$0	\$230,000	0%
750446	\$56,000	\$0	\$11,379	-\$11,379	0%
750446.9	\$0	\$13,970	\$63	\$55,937	0%
750460	\$20,000	\$0	\$0	\$19,934	0%
750572	\$0	\$4,970	\$66	-\$75	0%
750715	\$0	\$0	\$75	\$0	0%
750718	\$81,000	\$20,250	\$156	\$80,844	0%

# Northern Midlands Council Account Management Report for year to September 2015

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Bridges</b>					
742030	\$1,922,000	\$480,461	\$286,171	\$1,635,829	15%
743177	\$150,000	\$37,500	\$0	\$150,000	0%
743259	\$140,400	\$35,100	\$145,711	-\$5,311	104%
743767	\$100,000	\$25,030	\$0	\$100,000	0%
747350	\$1,250,000	\$312,470	\$0	\$1,250,000	0%
<b>Total Bridges</b>	<b>\$3,562,400</b>	<b>\$890,561</b>	<b>\$431,882</b>	<b>\$3,130,518</b>	<b>12%</b>
<b>Urban Stormwater Drainage</b>					
7b8565	\$0	\$0	\$8,775	-\$8,775	0%
788576	\$73,485	\$18,369	\$74,553	-\$1,068	101%
788594	\$10,000	\$2,530	\$4,172	\$5,828	42%
788597	\$150,000	\$37,500	\$6,857	\$143,143	5%
788601	\$200,000	\$50,006	\$123,513	\$76,487	62%
788605	\$50,000	\$12,470	\$0	\$50,000	0%
<b>Total Urban Stormwater Drainage</b>	<b>\$483,485</b>	<b>\$120,875</b>	<b>\$217,870</b>	<b>\$265,615</b>	<b>45%</b>
<b>Total Capital Expenditure - Works Department</b>	<b>\$10,895,852</b>	<b>\$2,723,249</b>	<b>\$1,150,404</b>	<b>\$9,745,448</b>	<b>11%</b>
<b>Grand Total</b>	<b>\$10,895,852</b>	<b>\$2,723,249</b>	<b>\$1,150,404</b>	<b>\$9,745,448</b>	<b>11%</b>

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# CONSULTATION

## STATEWIDE MEMORANDUM OF UNDERSTANDING ON KEY REGULATORY REQUIREMENTS

21 September – 23 October 2015

### BACKGROUND

The Role of Local Government (RoLG) project, a collaborative project between the Tasmanian Government and local government, was established in 2012 by the Premier's Local Government Council (PLGC) in response to the ongoing public debate about the current and future role of local government. The project examined the role and capabilities of local government, identified strengths and capability gaps, and developed actions to help build a sector that is sustainable, efficient, effective and responsive to community needs. The project's [Final Report](#) was released in August 2014.

While local government is the most regularly accessed regulatory authority by the community, the *Local Government Role Assessment* found that many councils, particularly small and rural councils, experience some degree of difficulty in delivering their legislative role. Significant differences in availability of resources exist between councils and it is important, as far as practicable, to have consistency between councils in how they interpret, deliver and enforce regulatory functions and develop policy.

Both spheres of government agree it is essential that the local government sector is well-equipped to fulfil the multiplicity of roles entrusted to it. The State Government and local governments both have a legislative responsibility for regulation and should operate as complementary partners to deliver the best outcomes for communities.

A Legislation Working Group was established to consider ways to help councils comply with and enforce their legislative responsibilities to a consistent high standard. In May 2015, the RoLG [Strategic Action Plan](#) (SAP) was endorsed by the PLGC and the first of its priority actions included the development of a high-level agreement between the State Government and local governments in relation to key regulatory requirements. This agreement would provide for:

- clear role delineation, guidance and assistance to councils in undertaking their roles;
- a dedicated and ongoing forum for strategic consultation with councils and other stakeholders; and
- joint development of tools and systematic review.

The working group identified public health, environment and land use planning as high-priority areas to address in the agreement.

A draft Statewide Memorandum of Understanding (MoU) between the State Government and the Local Government Association of Tasmania has been developed, and includes an initial schedule related to public health which, once endorsed, will be used as a template to develop additional schedules.



**SCOPE**

The aim of this consultation is to gather feedback on the structure and content of the MoU. The following questions may help guide your response.

1. Do you support the objectives of the MoU?
2. Can you see any opportunities to enhance the MoU?
3. What are the major obstacles facing implementation of the MoU and how might they be overcome?
4. In addition to health, environment and land use planning, do you think there are additional schedules that should be added to the MoU?
5. Do you think there are any elements of the MoU that should be removed?

**WHO IS BEING CONSULTED?**

All Tasmanian councils are invited to participate in the consultation.

**CONSULTATION DATES**

The consultation will run for five weeks, from Monday 21 September 2015 to Friday 23 October 2015

**HOW TO MAKE A SUBMISSION**

Please send your electronic submission to [admin@lgat.tas.gov.au](mailto:admin@lgat.tas.gov.au)

OR

Please send your hard copy submission to:

Local Government Association of Tasmania  
GPO Box 1521  
HOBART TAS 7001

**CONTACT**

To discuss the Memorandum of Understanding or the Role of Local Government project, please contact the Local Government Association of Tasmania on 6233 5966 or [admin@lgat.tas.gov.au](mailto:admin@lgat.tas.gov.au)

**FURTHER INFORMATION**

[http://www.dpac.tas.gov.au/divisions/local\\_government](http://www.dpac.tas.gov.au/divisions/local_government)

**NEXT STEPS**

Project managers will take feedback received through this consultation into consideration when finalising the MoU. Once finalised, the MoU will be presented to the PLGC for endorsement at the PLGC's December 2015 meeting. The MoU will then go into implementation. A review of the MoU will be carried out in two years.

Thank you for participating in this consultation.

# Statewide Memorandum of Understanding on Key Regulatory Requirements

between the

State Government

and the

Local Government Association of Tasmania

on behalf of

Tasmanian Councils



<<MONTH YYYY>>

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# STATEWIDE MEMORANDUM OF UNDERSTANDING on KEY REGULATORY REQUIREMENTS

## I. INTRODUCTION

The State Government and local government in Tasmania are committed to a close working relationship as a means of improving economic, social and environmental outcomes for Tasmania.

In an effort to establish a clear understanding of the role and capabilities of local government, a collaborative Role of Local Government project (RoLG) helped identify strengths and capability gaps to build a sustainable, efficient and effective local government sector which is responsive to community needs.

In May 2015 the *Premier's Local Government Council* (PLGC) endorsed a *Role of Local Government Strategic Action Plan* (SAP). The 26 priority actions set out in the SAP aim to deliver a structured approach to local government reform, and strengthen the relationship between the Tasmanian Government and the local government sector.

The first priority action set out in the SAP includes the development of a high-level agreement between the State Government and local government in relation to key regulatory requirements. The agreement would provide for:

- clear role delineation, guidance and assistance to councils in undertaking their roles;
- a dedicated and ongoing forum for strategic consultation with councils and other stakeholders; and
- joint development of tools and systematic review.

This Memorandum of Understanding (MoU) has been developed to address this priority action item, and aligns with the State Government's *Framework for Collaboration with Local Government*.

## 2. PURPOSE

- 2.1. The purpose of this MoU is to outline the common intent of each party and clearly delineate the roles and responsibilities and of the State Government and Tasmanian councils with regard to key regulatory requirements of local governments in Tasmania.
- 2.2. This MoU aims to deliver:
  - better legislation;
  - better compliance; and
  - better outcomes for Tasmanian communities.

## 3. PARTIES

- 3.1. This MoU is between the State Government of Tasmania and the Local Government Association of Tasmania (LGAT) on behalf of its member councils.
- 3.2. The parties:
  - recognise the value of the MoU for improving Tasmanian councils' ability to meet regulatory obligations for better community outcomes;
  - commit, through this and subsequent MoUs, to support the lawful operation of councils and their communities;
  - recognise the value of effective communication and consultation between the two spheres of government to help streamline regulatory functions and processes;
  - acknowledge the importance of differing roles of the State Government and local governments for achieving optimal regulatory outcomes for the benefit of communities, including:
    - the formulation of new regulations;
    - amendment of existing regulations; and
    - efficiency and effectiveness improvements to enable greater compliance;
  - are committed to addressing barriers to maximise compliance within the regulatory environment;
  - agree to investigate opportunities to reduce restrictions and/or duplication within the regulatory system;
  - recognise the need to work with the strengths and address capability gaps of differing councils to facilitate a stronger, more sustainable and more compliant sector;
  - commit to facilitating greater consistency between councils in how they interpret, deliver and enforce regulatory functions;
  - commit to considering flexible and innovative solutions to improve capability to meet the needs of less resourced and geographically isolated councils; and

- recognise that matters relevant to this statement are the formulation and implementation of legislation, policies, strategies and programs that affect the jurisdiction of the other party.

#### 4. AGREED PRINCIPLES

- 4.1. Memoranda of Understanding reflect the parties' shared desire for effective cooperation, to demonstrate leadership and the maintenance of an open and productive working relationship between the State Government and local government in Tasmania.
- 4.2. Relations between the State Government and local government will be conducted in a spirit of mutual respect and consideration for the other party.
- 4.3. The parties acknowledge the need for regulatory functions to be provided to communities in an efficient and effective manner. Any changes in responsibilities should achieve overall efficiency across both spheres of government.
- 4.4. Within the limits of the MoU, the State Government will generally maintain responsibility for developing and maintaining the elements of the statewide regulatory framework that require uniform standards or consistency.
- 4.5. Unless otherwise specified, this MoU is not intended to, and does not create, binding legal relations between the parties.
- 4.6. Unless specifically mentioned, nothing in this MoU affects any existing arrangements or future commitment or obligation entered into outside the terms of this MoU.
- 4.7. For the purposes of this MoU, key regulatory requirements are intended to cover requirements relating to legislation, regulations pertaining to legislation (subordinate legislation) and 'quasi-legislation' such as instruments or standards created or developed under a legislative head of power (eg national environmental protection measures).

#### 5. DESIRED OUTCOMES

- 5.1. The elements set out in the schedules will guide functional arrangements within the regulatory environment covered by each schedule and include references to:
  - roles and responsibilities;
  - tools and systems;
  - stakeholder engagement; and
  - strategies for continuous improvement.
- 5.2. In general, the desired outcomes of this MoU are that the parties will maintain a cooperative working relationship that:
  - promotes the achievement of mutual objectives;
  - facilitates the most effective use of State Government and local government resources;
  - facilitates better decision-making that takes into account the needs of both parties; and
  - enables effective development and administration of legislation for Tasmanian communities.

## 6. COMMUNICATION AND CONSULTATION BETWEEN PARTIES

In line with the Second Statewide Partnership Agreement on Communication and Consultation (refer also to Appendix 1):

- 6.1. The State Government will consult with LGAT on legislative proposals that would have an impact on or implications for local government.
- 6.2. LGAT will develop, coordinate and be accountable for an endorsed local government position for responses to State Government legislative proposals.
- 6.3. LGAT will provide a mechanism to consult with the State Government on legislative proposals initiated by local government.
- 6.4. Consultation periods will run for a minimum of five (5) week period unless otherwise agreed between State Government and LGAT.
- 6.5. Policy and legislation with significant impacts on local government may require a phased consultation period that extends beyond the prescribed minimum five (5) week period.

## 7. COMMUNITY AND STAKEHOLDER ENGAGEMENT

In line with the Tasmanian Government Framework for Community Engagement (refer also to Appendix 2):

- 7.1. The parties will undertake open and transparent engagement with stakeholders and communities who may be significantly affected by new or amended legislation.
- 7.2. The parties will collaborate to reduce duplication and coordinate engagement activities.

## 8. REPORTING, EVALUATION AND REVIEW

- 8.1. The parties will evaluate the MoU after two years of operation from the date of signing and on a biennial basis until the parties agree to review or discontinue the arrangement.
- 8.2. Reports to the PLGC will be made on the basis of the evaluations.

## 9. RESOLUTION OF ISSUES RELATED TO THIS MOU

- 9.1. The parties agree that the following incremental process will apply when either party has concerns that the guidelines or other commitments in this MoU and its schedules may not have been met:
  - If any issue arises in State agencies or councils, it will initially be dealt with at the level of the relevant officers, ie any non-compliance or omission should be drawn to the notice of the relevant officer (if known).
  - Should the issue remain unresolved, the issue may be taken to the relevant managers.
  - If managers cannot resolve the issue satisfactorily, each should bring it to the attention of the relevant division head (or other senior officer, in the case of a State agency) and the general manager (in the case of a council).



- If the issue remains unresolved at that level, or compliance concerns remain ongoing or recurrent, the matter should be progressed to the Director, Local Government Division, and the Chief Executive Officer, LGAT.
- Where unresolved, serious, deliberate or fundamental breaches have occurred, either party may request, through the Premier or the President of LGAT, to have the issue listed on the agenda of the PLGC.

## 10. ALTERNATIVE ARRANGEMENTS

- 10.1. The parties note that there will be circumstances where alternative arrangements are required to those detailed in this MoU, and areas of regulatory function not covered by its schedules. In these circumstances, the parties agree to use the guidance contained within this document as a basis to develop alternative arrangements that meet the needs of the circumstances.
- 10.2. The parties will identify areas of priority that will benefit from the formulation of additional schedules. By agreement, new schedules will be drafted for endorsement by the PLGC and added to the MoU accordingly.

II. SIGNING PAGE

Signed for and on behalf of The )  
 Crown in Right of Tasmania by )  
 Greg Johannes being a duly )  
 authorised person in the presence of: ) .....  
 ..... ) Signature

Signature of witness  
 .....

Name of witness (block letters)  
 .....

Address  
 .....

Occupation

Signed for and on behalf of the Local )  
 Government Association of )  
 Tasmania by )  
 Katrena Stephenson being a duly )  
 authorised person in the presence of: ) .....  
 ..... ) Signature

Signature of witness  
 .....

Name of witness (block letters)  
 .....

Address  
 .....

Occupation

# Schedules

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## SCHEDULE I PUBLIC HEALTH

### ISSUES

The parties agree that to improve the ability for councils to fulfil their regulatory obligations, with particular focus on smaller, under-resourced councils, the key issues to be addressed include:

1. Access to and enforcement of all relevant legislation and guidelines
2. Availability of tools, templates and guidance for consistency of practice
3. Strategic communication and consultation
4. Skills development and capacity building
5. Reduction of compliance burden

Regulatory requirements of councils in the area of public health include, but are not limited to:

- Public Health Act 1997 and its associated legally-enforceable Guidelines:
  - Recreational Water Quality Guidelines
  - Drinking Water Quality Guidelines
  - Guidelines for Ear and Body Piercing
  - Guidelines for Tattooing
  - Guidelines for the Control of Legionella in Regulated Systems
  - Guidelines for Notification of Notifiable Diseases, Human Pathogenic Organisms and Contaminants
- Food Act 2003 and Food Regulations 2012
- Burial and Cremation Act 2002
- Local Government Act 1993
- Land Use Planning and Approvals Act 1993
- Environmental Management and Pollution Control Act 1994
- Litter Act 2007

### ACTIONS AND TIMEFRAMES

The parties agree that the following actions and timeframes will help address key issues:

## STATEWIDE MEMORANDUM OF UNDERSTANDING ON KEY REGULATORY REQUIREMENTS

*Public Health Regulatory Requirements – Key issues*

1. Access to and enforcement of all relevant legislation and guidelines
2. Availability of tools, templates and guidance for consistency of practice
3. Strategic communication and consultation
4. Skills development and capacity building
5. Reduction of compliance burden

<i>Actions</i>	<i>Issues addressed</i>	<i>Timeframe</i>	<i>Lead Agency</i>
1. Councils commit to providing a level of environmental health service delivery commensurate with their regulatory responsibilities and public health risk	1, 2, 4	Ongoing	LGAT
2. Publish up-to-date legislation and guidelines	1	Within one week of release	DHHS
3. Develop and deliver policies, procedures, guidance, form and letter templates, and news items via a system that is readily accessible	2, 3, 4	Ongoing	DHHS
4. Hold quarterly regional meetings for EHOs, and other key stakeholders as required, in the South and North/North West to raise awareness of regulatory issues; and encourage organisations with related regulatory functions to contribute, eg Environmental Protection Authority (EPA)	1, 3, 4	Quarterly	DHHS
5. Regularly participate in existing related forums, eg quarterly seminars conducted by Environmental Health Australia, municipal Emergency Management meetings	1, 3, 4	Ongoing	DHHS
6. Facilitate skills development and capacity building opportunities through training courses, workshops or other appropriate means	1, 2, 3, 4	Ongoing	DHHS
7. Conduct an annual survey of councils on environmental health activities, as required by the Director of Public Health	3	Annual	DHHS
8. Provide one-on-one support for EHOs to handle issues as they arise, and develop policy standards for recurring issues or issues requiring a statewide response	1, 2, 3, 4	Ongoing, as required	DHHS

STATEWIDE MEMORANDUM OF UNDERSTANDING ON KEY REGULATORY REQUIREMENTS

9. Identify low-risk or redundant regulatory activities with the view to potential amendment of the legislation when the opportunity arises	3, 5	Ongoing, as opportunity allows	DHHS, LGAT
10. Encourage cross- or sub-regional resource sharing opportunities for regulatory services	4, 5	Ongoing	LGAT

## APPENDIX I GUIDELINES FOR COMMUNICATION AND CONSULTATION BETWEEN THE STATE GOVERNMENT AND LOCAL GOVERNMENT

Appendix I is derived from sections of, and should be read in conjunction with, the *Second Statewide Partnership Agreement on Communication and Consultation* available on the Local Government Division's website at [http://www.dpac.tas.gov.au/divisions/local\\_government/partnership\\_agreements](http://www.dpac.tas.gov.au/divisions/local_government/partnership_agreements).

### APPENDIX IA CONSULTING AND COMMUNICATING WITH THE STATE GOVERNMENT – HOW AND WHY?

These *Communication and Consultation Guidelines* for councils have been endorsed by the Premier's Local Government Council. The information should be read in conjunction with the second statewide partnership agreement on communication and consultation and other relevant documents such as council process and policy documents.

Effective and appropriate communication and consultation between local government and the State Government is essential for a close working relationship and decision-making that will benefit Tasmanian communities. The Local Government Association of Tasmania (LGAT) is responsible for those processes involving statewide issues and broad policy and legislative matters, while individual councils and regional bodies are responsible for relevant local matters.

#### I. COMMUNICATING WITH THE STATE GOVERNMENT

Frequent and regular two-way communication should be a feature of a close and effective working relationship between the State Government and local governments. This builds networks for mutual awareness and understanding and creates opportunities for more collaborative action to benefit the community.

Communication may involve informal discussion, exchange of information and ideas, seeking clarification, development of options and generally staying in touch on matters of mutual interest. Local government should communicate with the State Government on matters such as:

- policy decisions at council, State or national level
- early advice on local matters relevant to particular State Government agencies
- early indication of future events that may require State Government agency involvement
- progress of projects or activities
- development of strategic plans and development or review of planning schemes
- proposed consultations with the community where a State Government agency may have an interest
- by-law development
- follow-up on commitments
- partnership agreements

## 2. CONSULTING THE STATE GOVERNMENT

Consultation is a set of formal and structured processes to ensure State Government bodies are able to provide input into decisions in which they have an interest. LGAT or councils must consult with the State Government on any decision that will have a significant impact on that sphere of government.

More specifically, consultation with the State Government must be undertaken if there may be a significant impact on the operations, resources or jurisdiction of an agency of the State Government in relation to:

- policy development or review
- planning schemes, or major amendments to existing planning schemes, and strategic plans
- new or amended by-laws
- proposals for new or amending legislation
- motions and agenda items for council meetings

There must be enough time and information for a considered response to be formulated, taking into account State Government processes. Wherever possible, five weeks should be provided to allow the State Government the opportunity to respond on a particular issue.

Consultation on urgent matters may not always be possible within this timeframe. In such cases, officers should make every effort to seek the views of the relevant agency prior to consideration by the council.

## 3. HOW TO CONSULT THE STATE GOVERNMENT

Proposals from local government for legislative amendment or new legislation should be directed to the LGAT, who will be responsible for determining priorities and the local government position on the proposed legislation, and for referral to the responsible State Government agency.

Council motions and agenda items that impact on State Government operations should be referred by the general manager to the relevant State Government agency to provide the opportunity for input. Comments provided by State agencies should be made known to the council in conjunction with advice provided by council officers.

When in doubt over application of these guidelines, please consult LGAT.

The *Second Statewide Partnership Agreement on Communication and Consultation* is available on the Local Government Division website at [http://www.dpac.tas.gov.au/divisions/local\\_government/partnership\\_agreements](http://www.dpac.tas.gov.au/divisions/local_government/partnership_agreements).



## APPENDIX 1B CONSULTING AND COMMUNICATING WITH LOCAL GOVERNMENT – HOW AND WHY?

These *Communication and Consultation Guidelines* for State Government agencies have been endorsed by the Premier's Local Government Council. The information should be read in conjunction with the second statewide partnership agreement on communication and consultation and other relevant documents such as the Cabinet Handbook.

Effective and appropriate communication and consultation are essential for a close working relationship between the State Government and local government, and for decision-making that will benefit Tasmanian communities. On statewide and broad policy matters, it is appropriate for the communication and consultation to be with the Local Government Association of Tasmania (LGAT). On more local matters, it should be with relevant council/s or regional bodies.

### I. COMMUNICATING WITH LOCAL GOVERNMENT

Frequent and regular two-way communication should be a feature of a close working relationship between the State Government and local government. This builds networks of mutual awareness and understanding and creates opportunities for more collaborative action to benefit the community.

Communication may involve informal discussion, exchange of information and ideas, seeking clarification, development of options and generally staying in touch on matters of mutual interest. The State Government should communicate with local government on matters such as:

- the forward legislative program and the State Budget process
- early indication of future events or activities, eg proposed community consultations, reviews or projects, community forums and ministerial visits
- progress of projects or activities
- scheduled processes and reviews
- proposed consultations to be undertaken with the local community
- follow-up on previous commitments given to LGAT or councils
- partnership agreement matters

### 2. CONSULTING LOCAL GOVERNMENT

Consultation is a formal and structured process to ensure that local government bodies are able to provide input into decisions in which they have an interest. State agencies must consult with local government on any decision that will have a significant impact on that sphere of government.

More specifically, consultation with local government should be undertaken if there may be a significant impact on the operations, resources or jurisdiction of local government in relation to:

- policy development or review
- budget initiatives

- legislative development or amendment, including regulations
- projects, services and programs
- reviewing submissions from the Australian Government, or providing submissions to the Australian Government, on matters that are likely to impact on local government

Local government should be involved at the early stages of development of policy and legislation, eg at the time that a discussion or options paper is developed.

There must be enough time and information for a considered response to be formulated, taking into account council and other meeting schedules. Specifically, wherever possible, councils should be given a minimum of five weeks to respond to State Government requests for information. It is noted however, that policy and legislation with significant impacts on local government may require a longer, phased, consultation period.

Consultation on urgent matters may not always be possible within this timeframe. In such cases, direct contact should be made with LGAT to determine appropriate arrangements.

### 3. HOW TO CONSULT WITH LOCAL GOVERNMENT

LGAT is the main contact point for consultation with local government. The Association will provide advice, eg on the most appropriate methods of consultation and on organising the process, and may coordinate a local government response on statewide issues or matters involving a number of councils.

For matters that impact on a select number of councils, consultation may occur directly with the councils. Contact details are in the Local Government Directory at [http://www.dpac.tas.gov.au/divisions/local\\_government/local\\_government\\_directory](http://www.dpac.tas.gov.au/divisions/local_government/local_government_directory).

Where appropriate, LGAT should be made aware of direct communications with councils, eg copies of correspondence.

When in doubt over application of these guidelines, please consult the Local Government Division in the Department of Premier and Cabinet.

The *Second Statewide Partnership Agreement on Communication and Consultation* is available on the Local Government Division website at [http://www.dpac.tas.gov.au/divisions/local\\_government/partnership\\_agreements](http://www.dpac.tas.gov.au/divisions/local_government/partnership_agreements).

## APPENDIX 2 GUIDELINES FOR COMMUNITY AND STAKEHOLDER ENGAGEMENT BY STATE GOVERNMENT AND LOCAL GOVERNMENT

Governments have a responsibility to identify and communicate with anyone who is likely to be affected by decisions that will impact their way of life and appropriate communication and consultation methods need to be implemented.

The principles, standards and community engagement continuum below should be applied when engaging targeted stakeholder groups as well as communities who are formally or directly affected by an issue or decision.

The material in this Appendix is derived from sections of, and should be read in conjunction with, the full *Tasmanian Government Framework for Community Engagement* available at [http://www.dpac.tas.gov.au/divisions/csr/grants\\_and\\_community\\_engagement](http://www.dpac.tas.gov.au/divisions/csr/grants_and_community_engagement).

### I. PRINCIPLES OF COMMUNITY ENGAGEMENT

The following principles have been determined in consultation with Tasmanian Government agencies, communities across the State and best practice community engagement models. The Government recognises that community engagement is not just a process but that it is also about developing respectful and mutually beneficial relationships.

#### Principles

1.1. Accountability	Assuming responsibility for the process and the outcome.
1.2. Trust	Develop relationships and demonstrate trustworthiness.
1.3. Clear and open communication	Use plain language and ensure communication is two way.
1.4. Flexibility	Being responsive and flexible to the needs of the community and the engagement process.
1.5. Honest and upfront	The information, limitations and opportunities that relate to the situation or issue are presented truthfully.
1.6. Listening	A commitment to listen and value input.
1.7. Mutual respect and responsibility	Recognition that both community and government are responsible for outcomes.
1.8. Non-judgemental	Acceptance of how participants think and feel.
1.9. Transparency	An open process.
1.10. Understanding the community	Avoid assumptions and stereotypes.

## 2. ENGAGEMENT STANDARDS

Engagement standards present a practical guide for planning engagement activities.

Standard	Activity
<p>2.1. Well planned</p> <p>Clear purpose, scope and timeframes. Fit for purpose engagement methods and techniques.</p>	<p>Details are outlined in an approved communications or project plan.</p>
<p>2.2. Inclusive</p> <p>Diversity of people and views are included and respected throughout the engagement process.</p>	<p>Barriers to community engagement are identified and addressed.</p>
<p>2.3. Coordinated</p> <p>Agencies have engaged and coordinated with each other before going out to communities. Opportunities for collaboration are sought where possible and appropriate.</p>	<p>An environmental scan of existing government projects is undertaken prior to any public engagement.</p>
<p>2.4. Connected to decision-making</p> <p>Communities are clear on the level of engagement, why that level was chosen, how their engagement will impact on decision-making and how decisions will be made.</p>	<p>The level of influence the community may have over decision-making is clear and communicated.</p>
<p>2.5. Genuine</p> <p>Engagement is sincere. All relevant information is shared and in plain English. It is clear what is up for negotiation and what is not.</p>	<p>Engagement is undertaken to create the best outcome possible; it is not a 'tick the box' exercise.</p>
<p>2.6. Feedback</p> <p>Feedback to participants about the project is provided on a regular and ongoing basis. Feedback is provided on how community input influenced decision-making and what the outcome will be.</p>	<p>Feedback is provided as agreed with participants (eg within a certain timeframe, via email).</p>
<p>2.7. Timing</p> <p>Engage early in the process. Allow enough time for the community to participate in the engagement process. Provide clear timeframes for feedback and project milestones. Engagement activities are held at a time that people can attend.</p>	<p>Careful consideration is given to all factors relating to timing.</p>
<p>2.8. Resources and skills</p> <p>People have the right training, skills, knowledge and attributes to facilitate effective engagement.</p>	<p>Employees have access to training or are able to work with experienced community engagement practitioners in government.</p>
<p>2.9. Learning and development</p> <p>Seek to continuously improve. A commitment to learn from experiences and share knowledge with the community and with other agencies as appropriate.</p>	<p>Being open to, and looking for, opportunities to share experiences with colleagues (eg story on agency Intranet) and integrate new knowledge into practice.</p>
<p>2.10. Monitoring and evaluation</p> <p>Engagement activities and processes will be evaluated and lessons learned will be shared with the community and other agencies.</p>	<p>Being open to, and looking for, opportunities to share information in a respectful and professional way.</p>

### 3. CONTINUUM OF ENGAGEMENT

Engagement can be seen as a continuum, with the type of engagement dependent on the issue, scope, time/timing, public interest, available resources and the degree of influence the community can have. For each type of engagement a commitment to the process can be made to the community to help keep engagement on track and manage community expectations.

Inform	Consult	Involve	Collaborate	Empower
Community engagement goal				
To provide the community with balanced, objective information to assist them in understanding the problem, alternative opportunities and/or solutions.	To obtain community feedback on analysis, alternatives and/or decisions.	To work directly with the community throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the community in each aspect of the decision, including the development of alternatives and the identification of the preferred solution.	To place the final decision in the hands of the community.
Commitment to the community				
We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations and provide feedback on how input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how your input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
Examples				
Websites, fact sheets, letters, media releases, signage and social media.	Targeted mail out, feedback, online surveys, submissions and meetings.	Facilitated workshops, forums, ideas and issue identification.	Partnerships, committees, meetings, grant funding and reference groups.	Citizen juries, co-production, <sup>1</sup> participatory strategic planning, board members.

<sup>1</sup> Co-production is about equal, reciprocal, respectful, trusting and purposeful relationships between decision-makers and those affected by decisions.

## Acronyms and definitions

Councils	All Tasmanian councils, being bodies corporate created pursuant to the <i>Local Government Act 1993</i>
DHHS	Department of Health and Human Service
DPAC	Department of Premier and Cabinet
EHO	Environmental Health Officer
EPA	Environment Protection Authority
LGAT	Local Government Association of Tasmanian
LGD	Local Government Division
MoU	Memorandum of Understanding
PLGC	Premier's Local Government Council
ROLG	Role of Local Government
SAP	Strategic Action Plan
State	Means the Crown in right of the State of Tasmania
State agencies	State Government departments but not government business enterprises or authorities



DRAFT

PO Box 123, HOBART TAS 7001  
Phone: 03 6232 7022 Fax: 03 6233 5685  
Email: [lgd@dpac.tas.gov.au](mailto:lgd@dpac.tas.gov.au) Visit: [www.dpac.tas.gov.au](http://www.dpac.tas.gov.au)



To: The Manager, N.M. Council

Location: Longford P4D3

From: Graeme + Maureen Porter  
(BLOCK LETTERS)

Phone No: 0418 331864

Subject: 10 Acre Block of Land, 24-46 Grant Street, Campbell Town.  
Campbell Town, Tas.

Dear Sir, 27.8.2015

After phone discussion with the Northern Midlands Council Planner Mr. Duncan Payton, I am writing in relation to our 10 Acre Block of land 24-46 Grant Street Campbell Town zoned Rural-Resource Sec. 71 land use approval.

Had a Deed of Agreement (2008)  
Could you please take the Deed of Agreement off.

The Deeds of the above property are with the office of Sproual + Associates, Ph. 63315500.  
71A St John Street  
Launceston, 7250.

Yours faithfully

Graeme + Maureen Porter,  
15 Bond Street,  
Campbell Town.

Copy to Mr Barry Sproual.

302000.08

NORTHERN MIDLANDS COUNCIL				
Location				
File No.				
Property				
Attachment:				
REC'D		7 SEP 2015		
GM		CI	A	
E&DM				IMYP
CSM				LOFS
E&DM				PLAN
WM				BLD
HA				ECT

SEARCH OF TORRENS TITLE

VOLUME 197671	FOLIO 1
EDITION 4	DATE OF ISSUE 28-Jun-2013

SEARCH DATE : 01-Oct-2015

SEARCH TIME : 01.55 PM

DESCRIPTION OF LAND

Town of CAMPBELL TOWN  
 Lot 1 on Plan 197671  
 being the land described in Conveyance No. 61/0937  
 Excepting thereout Lot 2 on Plan No. 197671  
 Derivation : Part of Lot 1 Section P Granted to B. Thomas  
 Prior CT 4182/86

SCHEDULE 1

M416270 TRANSFER to GRAEME REGINALD PORTER and MAUREEN  
 MARGARET PORTER Registered 28-Jun-2013 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 33/8954 CONVEYANCE Made Subject to Boundary Fences Condition  
 C858404 AGREEMENT pursuant to Section 71 of the Land Use  
 Planning and Approvals Act 1993 Registered  
 24-Apr-2008 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

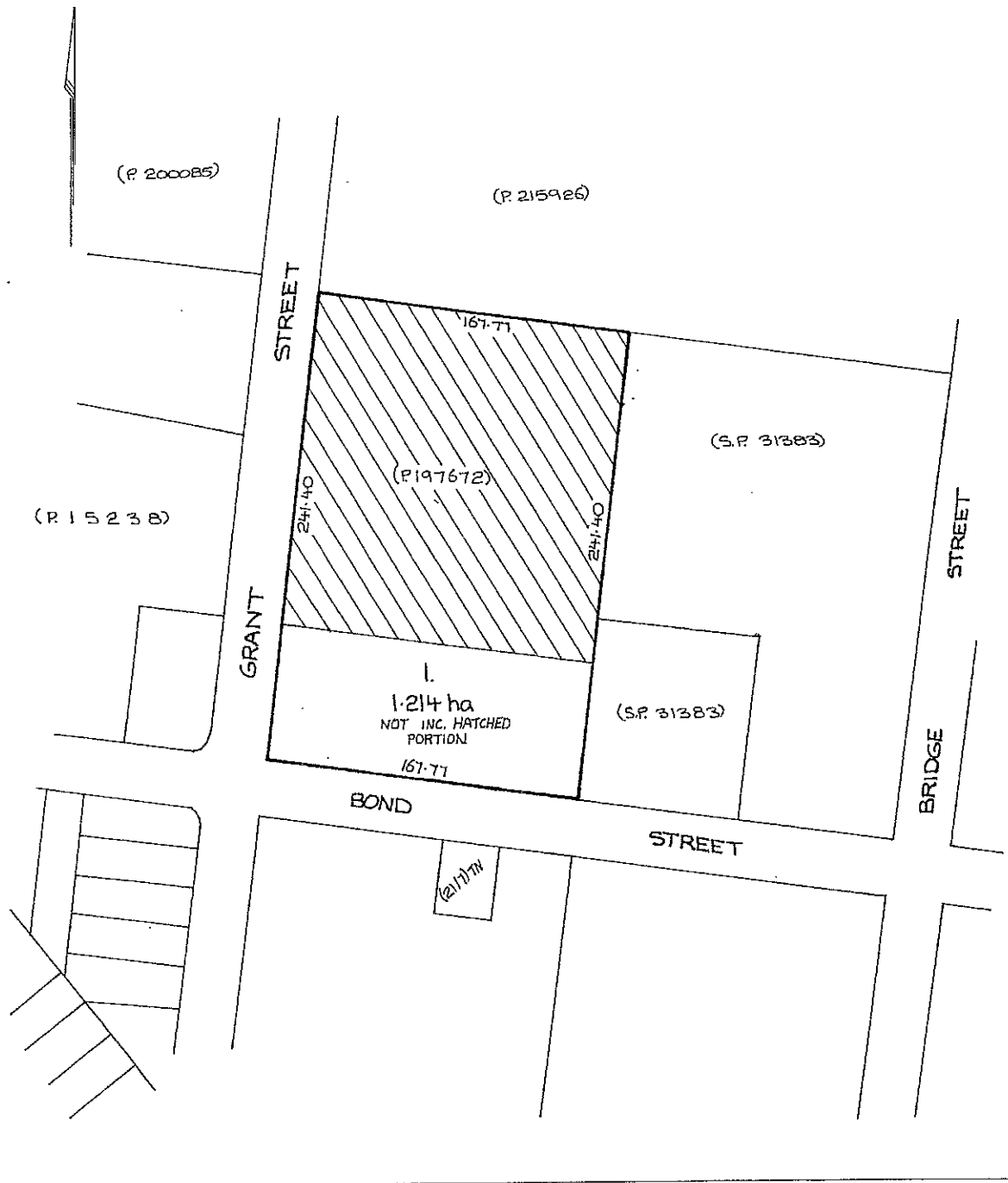
No unregistered dealings or other notations

OWNER  FOLIO REFERENCE C.T. 4182-86  GRANTEE	<b>PLAN OF TITLE</b>		Registered Number <b>P197671</b>
	LOCATION TOWN OF CAMPBELL TOWN	CONVERTED BY PLAN No D.26144 COMPILED BY I.T.O. NOT TO SCALE	APPROVED ... 2 APR. 1997..... <i>M. J. P. J.</i> Recorder of Titles
MAPSHEET MUNICIPAL CODE No. 123 (5425-11)	LAST UPI No 4301429	LAST PLAN No	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

**SKETCH BY WAY OF ILLUSTRATION ONLY**

"EXCEPTED LANDS"

LOT 2, 2.833ha, P197671



A-142

Your Ref:

Our Ref: SEC:JJ

Direct E-Mail: scott@raepartners.com.au

Direct Line: 6337 5555

**RAE & PARTNERS** Lawyers

24 January 2008

Planning Administration Officer  
Northern Midlands Council  
PO Box 156  
LONGFORD TAS 7301

Attention: Jan Cunningham

Northern Midlands Council	
REC'D 25 JAN 2008	
Location	
File No.	171001
Property	
Responsible	
GM	PD
ISM	M/R
CSM	CR
RCM	
IS	

## DIRECTORS

PHILLIP LEBSKI

ROSS HART

SCOTT CHELLIS

NICHOLAS REABURN

MELANIE KERRISON

CONSULTANT

PETER RAE AO

SENIOR ASSOCIATES

ANDREW WOODGATE

ROWENA HOLDER

Dear Jan

**RE: TRANSFER OF LAND TO ELIZABETH MACQUARIE  
HOMES INC – LOTS 1 & 2, CNR BOND & GRANT STS  
CAMPBELL TOWN FROM (PORTER)**

Thank you for your email dated 21 January, 2008. We refer to our telephone discussion on the 24 January with (Jo) and enclose herewith Part 5 Agreement duly executed by Elizabeth Macquarie Homes Inc together with the Section 71 LTO document for signing by Council.

We confirm that we will attend to the transfer of the property from Porter to our client before lodgement of the Part 5 Agreement.

Look forward to receipt of duly executed documentation at your earliest convenience. We confirm that we are in receipt of a duly executed Memorandum of Transfer from Mr Porter and have on file the Title Deeds to the property.

Yours faithfully  
**RAE & PARTNERS**

Per:  
  
**SCOTT CHELLIS**

Third floor 93 York Street  
LAUNCESTON 7250

P.O. Box 1257  
LAUNCESTON 7250

Rae &amp; Partners Pty ABN 39 109 423 645

Telephone: (03) 6337 5555  
Facsimile: (03) 6334 1693

Ausdoc: DX 70118 Launceston

E-Mail: firm@raepartners.com.au

Website: www.raepartners.com.au

## DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made the day of 2008

### PARTIES:

NORTHERN MIDLANDS COUNCIL of Longford in Tasmania (the Council)

THE PERSON OR PERSONS DESCRIBED AT ITEM 1 OF THE SCHEDULE (the owner)

### RECITALS:

1. The owner is the owner of all that land described at item 2 of the schedule (the land).
2. The owner desires to develop the land for the purpose of mature age accommodation.
3. The parties have agreed to enter into this agreement upon the terms contained herein.
4. The owner was gifted the land by Graeme Reginald Porter on the basis that the vegetation planted on the property be retained as planted for as long as possible pursuant to the requirements set out in this deed .

### OPERATIVE PART:

The parties agree and covenant as follows:

#### 1 Interpretation & Definitions

##### 1.1 Definitions

In this agreement unless the contrary intention appears:

"Act" is the Land Use Planning & Approvals Act 1993.

"Permit" N/A.

"Land" means the land described in item 2 of the schedule.


"Planning scheme" is the Northern Midlands Planning Scheme 1995 and any amendment, modification or replacement of that scheme made pursuant to the provisions of the Act.

"Lot" is a block of land created by subdivision of the land of which it was part.

"The Miscellaneous Act" is the Local Government (Building & Miscellaneous Provisions) Act 1993.

"The application" is the application referred to in recital 3.

"The approved plans" N/A.

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"A final plan of subdivision" in respect of the land means a plan or plans for:

- (a) The subdivision of all of the land;
- (b) The subdivision of any stage of the land; or
- (c) The subdivision of any combination of stages of the land

within the meaning of division 3 of Part 3 of the Miscellaneous Act which is lodged with the Council pursuant to Section 88 of that Act.

"The balance land" means the land or any portion of it which is not subdivided pursuant to a plan of subdivision sealed under section 89 of the Miscellaneous Act pursuant to the permit.

"Mortgagee" includes a reference to any encumbrance or any other person which has a registered interest in the land.

"GST" means goods and services tax pursuant to the provisions of A New Tax System (Goods and Services) Tax Act 1999 or any other legislation of the Parliament of the Commonwealth or the State of Tasmania to a like effect.

## 1.2. Interpretation

In this agreement:

- (a) A reference to the Council includes a reference to any new council which has jurisdiction in respect of the land established pursuant to part 2 of the Local Government Act 1993 or any other legislation or proclamation;
- (b) A reference to the owner includes its assignees and any person bound by the covenants in it as provided for in section 79 of the Act;
- (c) A reference to this agreement in another instrument is a reference to this agreement as amended, varied, notated or substituted from time to time;
- (d) A reference to a statute, ordinance, code, law or planning scheme includes a reference to such document as amended or substituted from time to time;
- (e) A reference to a person or party includes that persons executors, administrators, successors, substitutes (including persons taking by novation), transferees, assigns and any person deriving title under such a person;
- (f) Words and expressions used both in this agreement and in the Act, the Local Government Act 1993 or the Miscellaneous Act have the same meanings as they have in those Acts;
- (g) Words and expressions used both in this agreement and in the planning scheme have the same meanings as they have in the planning scheme.


## THE PARTIES COVENANT AND AGREE AS FOLLOWS:

### 2. Objective and Function of this Agreement

2.1 Without limiting any operation or effect which this agreement otherwise has, the Council and the owner acknowledge that this agreement is made under Part 5 of the Act (and in particular section 71) with the intent that the burden of the owner's covenants run with the land as provided for by section 79 of the Act.

2.2 The parties enter this agreement:

- (a) To provide for the matters set out in sections 72(2) and 73 of the Act; and
- (b) To record the terms of Council's assistance on behalf of and jointly with the aforementioned Graeme Reginald Porter and his heirs as follows:



- (i) Graeme Reginald Porter gifted to the owner the land contained in Certificate of Title Volume 197671 Folio 1 and the land contained in Certificate of Title Volume 197672 Folio 2.
- (ii) As per the attached plans, Graeme Reginald Porter created a native forest over the land contained in Certificate of Title Volume 197671 Folio 1 and that part of Lot 2 on Plan 197672 annexed hereto and marked as the hatched area on the plan.
- (iii) The owners shall undertake all reasonable endeavours to prevent the removal damage and/or destruction of any trees contained within the hatched area on the Plan annexed hereto marked "A". The owner shall not be required to replace trees that die and the owner shall be at liberty to make application to Council to develop any part of the hatched area where the majority of the trees have died to enable the erection of additional residential units.
- (iv) The hatched area containing live trees that does not fall into the category of 2.2(b)(iii) herein shall be utilised as a recreational facility for those residents of the owner occupying dwellings constructed on the land referred to herein.
- (v) Council agrees not to approve any development by way of construction on that part of the hatched area on the plan until such time as such part of the hatched area becomes available as a result of the majority of the trees having died in any specific part of the hatched area that would then allow the construction on that part of the hatched area for the erection of one or more residential units/accommodation.

2.3 This agreement must be registered pursuant to section 78 of the Act in respect of the land and each lot created by subdivision of the land.

### 3. Development of the Land

3.1 The owner must only subdivide the land in accordance with the permit, the provisions of this agreement, the Planning Scheme, the Act and the Miscellaneous Act.

### 4. Other Obligations of the Owner

The owner must:

- 4.1 Permit registration of this deed of agreement in accordance with section 78 of the Act and pay the costs of registering it.
- 4.2 Secure the consent of any mortgagee or encumbrance to the registration of this deed of agreement within 30 days of the date of this agreement.
- 4.3 Not change the existing surface levels of the land or any lot as shown on the approved plans without the written consent of the Council.
- 4.4 Pay all stamp duty and registration costs in respect of this agreement or any document required by it.
- 4.5 Pay any GST in respect of this agreement including any GST payable by the Council arising out of this agreement or its performance. It is agreed that any amount payable to the Council pursuant to this agreement is exclusive of GST which must be paid in addition to the same.

### 5 Conditional Nature of the Council's Obligations

5.1 The Council is not obliged to perform the provisions of this agreement if the owner is in breach of it or the permit at the time that performance by the Council is due.

### 6. No Claims

6.1 The owner agrees with the Council that the owner will make no claims for any costs, loss or damage whatsoever or howsoever arising as a result of any disruption, delay, disturbance or inconvenience caused to the owner, its lessees or licensees, as a result of the Council undertaking to comply with clause 2.2 hereof.

### 7. Charge on the Land and Interest

  
 10

- 7.1 Any money payable by the owner to the Council pursuant to this agreement is a charge on the land pursuant to section 73(4) of the Act.
- 7.2 The owner must pay interest to the Council at the rate of 10% per annum, compounded at monthly intervals, upon any money payable by the owner to the Council pursuant to this agreement or upon any damages suffered by Council arising out of a breach by the owner of the provisions of this agreement from the date that such monies were payable or from the date that such damage is first suffered as the case may be, until the date that money or those damages are paid.
- 8. Relationship Between the Parties**
- 8.1 Nothing in this agreement creates the relationship of partnership or of principal and agent or of joint venture between the Council and the owner.
- 9. Proper Law**
- 9.1 This deed of agreement is governed by the laws of the State of Tasmania and the parties submit to the non exclusive jurisdiction of those courts and from courts competent to hear appeals therefrom.
- 10. Commencement**
- 10.1 This agreement begins immediately upon execution by the parties.
- 11. Other Documents**
- 11.1 N/A.
- 12. Termination**
- 12.1 This agreement will end upon completion by the owner of its obligations under this agreement or otherwise in accordance with the Act.
- 12.2 Despite the fact that another person may become liable for the obligations of the owner under this agreement or may be bound by this agreement in conjunction with the owner, the owner does not cease to be liable to comply with this agreement until it has been discharged by performance of all of the owner's obligations in full.
- 12.3 If a party terminates this agreement for breach of it by the other party, then that termination does not affect rights which have accrued prior to the date of termination.
- 12.4 The Council may terminate this agreement by notice in writing to the owner if:
- (i) The owner breaches it;
  - (ii) The consent required by a mortgagee is not provided; or
  - (iii) The owner fails to comply with the permit;
  - (iv) The owner fails to comply with the planning scheme, the Act or the Miscellaneous Act in respect of the use or development of the land;
  - (v) This agreement is not registered pursuant to the provisions of the Land Titles Act 1980.
- (a) This agreement also terminates as provided for in the Act.
- 13. Reading Down and Severability**
- 13.1 If a provision of this agreement is void or voidable by a party, unenforceable or illegal but would not be so if read down or severed from the agreement, it must be read down or severed accordingly.
- 14. Council's Costs**

*W. Horder*



14.1 The owner must immediately on demand pay to the Council the Council's costs and expenses (as between solicitor and client) relating to this agreement and anything done before or after this agreement for the enforcement of any obligation imposed upon the owner under it.

**15. Change to Plans of Subdivision**

15.1 In the event that there is an amendment or revision of a plan of subdivision in respect of the land approved by the Council or required by the Recorder of Titles pursuant to the provisions of the Land Titles Act 1980, this agreement must be read so as to apply to the plan as amended or revised.

**16. Exercise of Powers**

16.1 The Council and the owner expressly acknowledge that any obligation imposed upon the Council under this agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to the permit or the land or otherwise and the provisions of this agreement must be read accordingly.

16.2 In particular, this agreement does not mean the Council must approve any applications for a permit to subdivide, develop and use the land

**17. Further Documents**

17.1 The Council and the owner will do all things and prepare and sign all further documents necessary to give effect to this agreement and to ensure that this agreement is fully carried out.

**18. Disclosure of this Agreement**

18.1 The owner must not at any time before or after the registration of this agreement sell, transfer, dispose of or in any way part with possession of the land without first disclosing the existence of and nature of this agreement to the owner's successors.

**19. Alteration to this Agreement**

19.1 This agreement may be amended by agreement between the Council and all persons who are bound by any covenant in the agreement.

19.2 If any proposed amendment to this agreement requires a new or an amended permit, then that permit or that amended permit (as the case may be) must be obtained before this agreement is amended.

19.3 Despite this clause, the Council may determine that a new agreement is required.

**20. Notices**

20.1 A notice pursuant to this agreement must be in writing. Notices may be served:

- (a) personally by leaving them with the party on whom they are to be served at that party's address stated in clause 20.3; or
- (b) by pre paid post sent to the address stated in clause 20.3; or
- (c) by facsimile (or by any other like method by which a written or recorded message may be sent) directed to the party on whom they are to be served at that party's address stated in clause 20.3.

20.2 Notices are not effective until received by the other party and any such notice is without prejudice to any other mode of receipt, deemed to be received by such other party:

- (a) if served personally when left at the address of the other party stated in clause 20.3;
- (b) when mailed, three business days after being put into the post addressed to such party at that

*W. Porter*

address; and

- (c) if made by facsimile or any other like method upon the production of a transmission report by a machine from which the transmission was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient stated in clause 20.3.

20.3 The addresses of the parties for service of notices are as follows:

Northern Midlands Council  
P.O. Box 156  
LONGFORD TAS 7301  
Ph: 6397 7303  
Facsimile: 6397 7331

Owners Details:

Elizabeth Macquarie Homes Incorporation  
C.- Mr Hugh Skerritt  
Address: 1366 Valleyfield Road, Campbell Town Tas 7210

Ph: 0417 508 835  
Facsimile:

## 21. Mortgagee's Consent

- 21.1 A mortgagee of the land (if any) must within 14 days of the execution of this agreement consent to it and agree to be bound by the covenants contained in it in accordance with the mortgagee's consent form specified at item 5 of the schedule.
- 21.2 A failure of the mortgagee to comply with this clause entitles the Council to terminate this agreement by notice in writing to the owner.

## THE SCHEDULE

### Item 1 - The Owner

Elizabeth Macquarie Homes Incorporation  
C.- Mr Hugh Skerritt  
Address: 1366 Valleyfield Road, Campbell Town Tas 7210

### Item 2 - The Land

All that land comprised in Certificate of Titles Vol.197671 Fol. 1. and Vol. 197672 Fol. 2. of the owner

### Item 3 - Development proposed by the Owner

- 1. To develop a mature aged accommodation complex together with maintaining in a natural state the vegetated hatched area on the plans annexed hereto as detailed in section 2 of this deed.

DATED this                      day of                      2008



EXECUTED AS A DEED

THE COMMON SEAL of the Northern Midlands Council has been hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 2008 pursuant to a resolution of Council dated \_\_\_\_\_ delegating authority to the general manager to affix the Corporation's Seal

\_\_\_\_\_ General Manager

SIGNED SEALED AND DELIVERED by  
Elizabeth Macquarie Homes Incorporated:  
(ABN 67 531 434 662) in accordance with Section  
127(1) of the Corporations Act 2001.

X Mark David  
Director

X [Signature]  
Director/Secretary

Chairman

Elizabeth Macquarie Homes Inc.



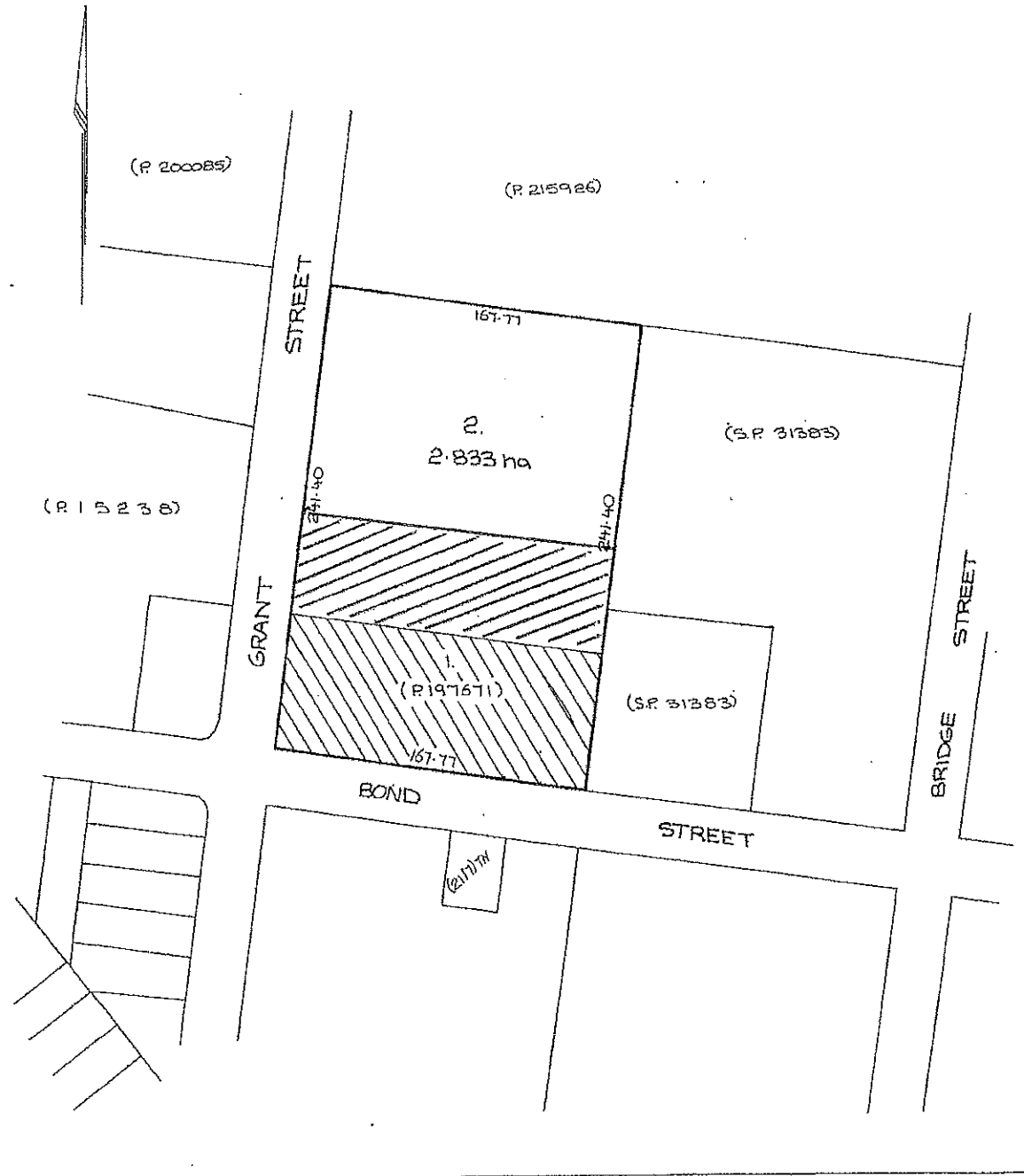
[Signature]

OWNER  FOLIO REFERENCE C.T. 4182-87  GRANTEE	<b>PLAN OF TITLE</b>		Registered Number <b>P 197672</b>
	LOCATION TOWN OF CAMPBELL TOWN		APPROVED - 2 APR 1997 <i>M. Hillier</i> Recorder of Titles
CONVERTED BY PLAN No. D. 26144 COMPILED BY L.T.O. NOT TO SCALE                      LENGTHS IN METRES		LAST PLAN No	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
MAPSHEET MUNICIPAL CODE No. 123 (5425-11)	LAST UPI No 4301421		

SKETCH BY WAY OF ILLUSTRATION ONLY

"EXCEPTED LANDS"

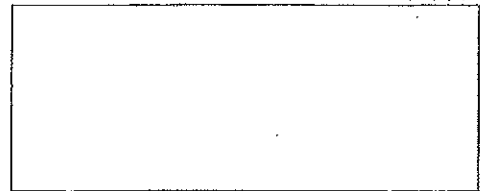
LOT 2, 1.214 ha, P.197671



*M. Hillier*

TASMANIAN LAND TITLES OFFICE

Notification of Agreement  
under the



Land Use Planning and Approvals Act 1993  
(Section 71)

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
197671	1	197672	2

REGISTERED PROPRIETOR:  
**ELIZABETH MACQUARIE HOMES INCORPORATION (ABN 67 531 434 662) of 9 West Street, Campbell Town in Tasmania**

PLANNING AUTHORITY:  
**NORTHERN MIDLANDS COUNCIL**

Dated this ..... day of ..... 2008

I/We

of **Northern Midlands Council**

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Signed  
(on behalf of the Planning Authority)

Land Titles Office Use Only

**LUA** Version 1

Stamp Duty

**PLAN 1**

**PLANNING APPLICATION P15-220  
61 WESTON STREET, LONGFORD**

**ATTACHMENTS**

- A** Proposal plans
- B** Representation
- C** TasWater consent
- D** Works & Infrastructure Department referral

# PLAN OF SUBDIVISION 1-255



**PDA Surveyors**  
Surveying, Engineering & Planning

3/23 Brisbane Street, Launceston,  
Tasmania, 7250  
www.pda.com.au Also at: Hobart,  
Burnie & Kingston

ABN 71 217 806 325

PHONE: +61 03 6331 4099  
FAX: +61 03 6334 9098  
EMAIL: cspp@pda.com.au

Owner R.F. Cassidy & B.D Cassidy

Location 61 Weston Street, Longford  
Council Northern Midlands Council  
Northern Midlands Interim Planning Scheme

Title Ref. C.T.122095/3

This plan has been prepared only for the purpose of obtaining preliminary subdivision approval from the Council and the information shown hereon should be used for no other purpose. All measurements and areas are subject to final survey.

Schedule Of Easements

Scale 1:2000

Date 4 July 2015

Our Ref. 116/13-3

Map ref: Longford 5039

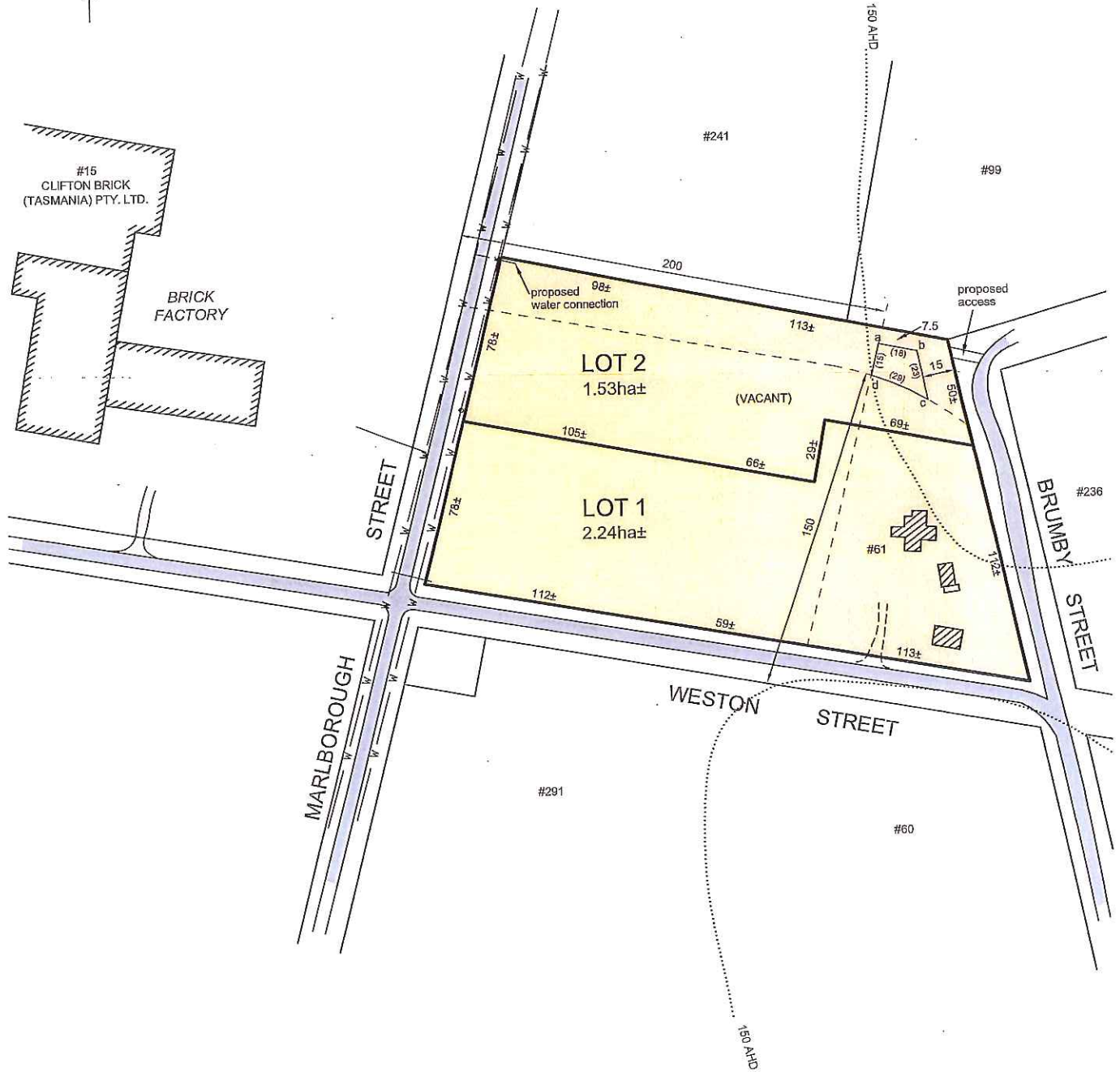
MGA94 Centroid: E 509 665 N 5 392 668

Building a dwelling outside of the area a-b-c-d is not permitted on lot 2. To be dealt with by a part 5 agreement on the title of lot 2



### LEGEND

- TITLE/PROPOSED BOUNDARY
- SURROUNDING BOUNDARY
- - - - ATTENUATION LINE
- W — WATERMAIN



P1

# Bushfire Hazard Management Report

**Report for:** RF & BD Cassidy  
C/- PDA Surveyors  
3/23 Brisbane Street,  
Launceston, TAS

**Property Location:** 61 Weston St, Longford

**Prepared by:** Scott Livingston  
AK Consultants,  
40 Tamar Street,  
LAUNCESTON, TAS. 7250

**Date:** 22<sup>nd</sup> July 2015



**AK Consultants**

EXHIBITED

07



**Summary**

**Client:** RF & BD Cassidy

**Property identification:** Current zoning: Low Density Residential  
CT 122095/3, PID; 7525459

**Proposal:** A 2 lot subdivision for land at 61 Weston Street, Longford

**Assessment comments:** A field inspection of the site was conducted to determine the Bushfire Attack Level and Risk.

**Conclusion:** Lot 1 contains an existing dwelling and no increase in risk will occur due to the development, therefore Lot 1 need not comply with bushfire code provisions. Lots 2 has a building area available at BAL 12.5 and BAL 19.

A static water supply of 10,000L per habitable building will be required.

Internal access to Class 4C standards will be required for future habitable buildings on Lots 2 to within 30m of the furthest extent of the habitable building and encircling the habitable building.

**Assessment by:**



---

Scott Livingston,  
Master Environmental Management,  
Natural Resource Management Consultant.

Accredited Person under part 4A of the Fire Service Act 1979:  
Accreditation # BFP-105



## **DESCRIPTION**

A 2 lot subdivision is proposed for 61 Weston Street, Longford, CT 122095/3.

The title currently contains an existing dwelling, which will remain with Lot 1, and fronts Brumby, Weston and Marlborough Streets. Immediately adjacent land to the lot is zoned as Low Density Residential to the north, Rural Resource to the east and south, Utilities to the south and General Industrial to the west. The land is a mixture of managed land and grassland with some tree shelter belts, overall the bushfire prone vegetation is considered grassland in all directions.

See Appendix 1 for maps. Appendix 2 for photographs.

## **BAL AND RISK ASSESSMENT**

The development is considered to be within a Bushfire Prone Area due to the proximity of grassland vegetation greater than 1ha in area. Lot 1 contains an existing dwelling and no increase in risk will occur due to the development and therefore need not comply with bushfire code provisions.

### **VEGETATION AND SLOPE**

<b>Lot 2</b>	<b>North</b>	<b>East</b>	<b>South</b>	<b>West</b>
Vegetation, within 100 m of lot boundary	0-100m Grassland	0- 20m road, 20-100m grassland	0-75m Grassland, 75-95m road 95-100m Grassland	0-20m Road, 20-90m Grassland, 90-100m Managed Land (industrial site)
Slope (degrees, over 100m)	Upslope/flat	Upslope/flat	Upslope/flat	Upslope/flat

### **BUILDING AREA BAL RATING**

Setback distances for BAL Ratings have been calculated on existing vegetation types. The setbacks shown do not account for any other setback requirements that may be applicable under planning scheme provisions, nor do they account for topographic or other constraints.

### **BAL SETBACK REQUIREMENTS:**

<b>Direction</b>	<b>BAL Low</b>	<b>BAL 12.5</b>	<b>BAL 19</b>
	<b>Grassland</b>	<b>Grassland</b>	<b>Grassland</b>
Upslopes and flat	50m	14m	10m

**BAL RATING:**

Vegetation adjacent to Lot 2 including roadsides is partially managed, however, to ensure no reliance on the ongoing management of fuels outside of the lot boundaries, it is assumed that adjoining vegetation may be managed at fuel loads up to grassland. The lots have insufficient space to allow BAL Low construction without reliance on management of land external to the property, future development and fuel management on adjoining properties may allow shared protection zones sufficient for this rating to apply.

Lots 2 & 3 has available building areas at both BAL 12.5 and BAL 19 and the required rating of future habitable buildings will depend on the location of the building footprint and management of fuels surrounding the dwellings.

LOT	BAL RATING	SETBACKS
2	BAL 12.5	14m from all boundaries
2	BAL 19	10m from all boundaries

**FIRE FIGHTING WATER SUPPLY**

Both lots will be serviced by reticulated water supply, however no existing fire plugs are located in close proximity to the lots and it is assumed that no new fire plugs will be established that are within 120m of the furthest extent of the dwellings. Therefore a static water supply will be required.

This must be at least a 10,000 litre dedicated firefighting water supply tank, swimming pool, dam or the like for each habitable building. The supply must be located more than 6m but less than 120m from any habitable building and within 3m of accessible hard standing (access, road turning bay etc).

**ACCESS**

Building areas on Lot 2 are within 200m of a through road (Malborough and Brumby Streets) and therefore meet the requirements of the Bushfire Code under E1.6.1.2.A1.c.

Bushfire Code E1.6.1.2.cii, acceptable solutions, requires a perimeter road between the lots and bushfire prone vegetation. No perimeter road is included in the development, while access to adjoining grasslands is good and future development is likely to increase managed land and reduce fuel loads, the construction of a driveway that encircles the habitable buildings is required to meet this criteria.

Future habitable buildings on Lots 2 must have access to within 30m of the furthest extent of the building. Internal access to Class 4C standards will be required to meet this condition for future dwellings.

## **CONCLUSIONS**

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Lot 1 contains an existing dwelling and no increase in risk will occur due to the development, therefore Lot 1 need not comply with bushfire code provisions. Lots 2 has a building area available at BAL 12.5 and BAL 19.

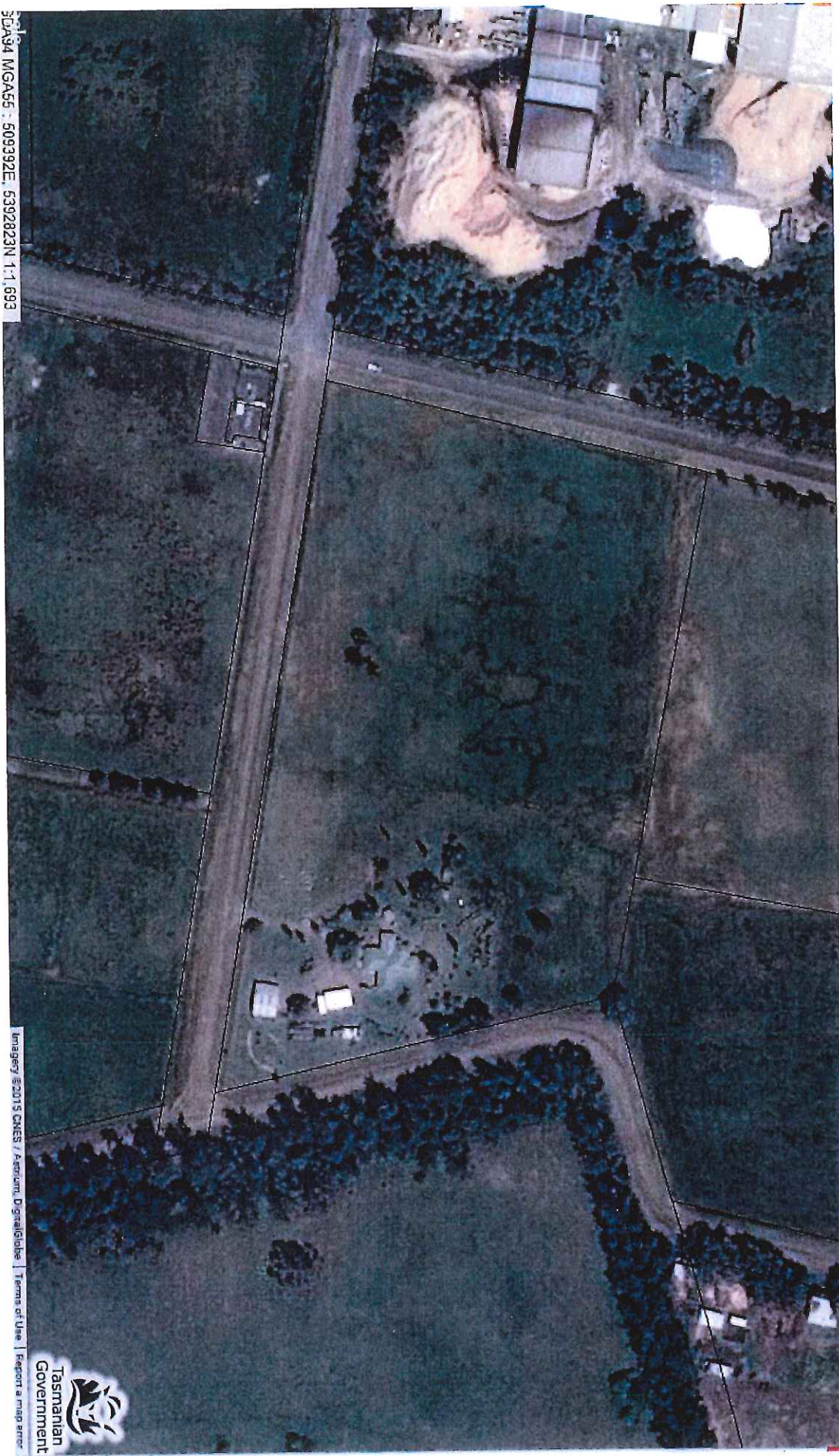
A static water supply of 10,000L per habitable building will be required.

Internal access to Class 4C standards will be required for future habitable buildings on Lot 2 to within 30m of the furthest extent of the habitable building and encircling the habitable building.

## **REFERENCES**

---

- Northern Midlands Council (2013). *Northern Midlands Interim Planning Scheme 2013. Bushfire Prone Areas Code.*
- Standards Australia. (2009). *AS 3959-2009 Construction of Buildings in Bushfire Prone Areas.*
- Tasmania Fire Service, (2014). *Bushfire Prone Areas Advisory Note 1-2014 v2.*
- Tasmania Fire Service, (2014). *Bushfire Prone Areas Advisory Note 2-2014 v2.*



1-261

Figure 1: Google Earth image.

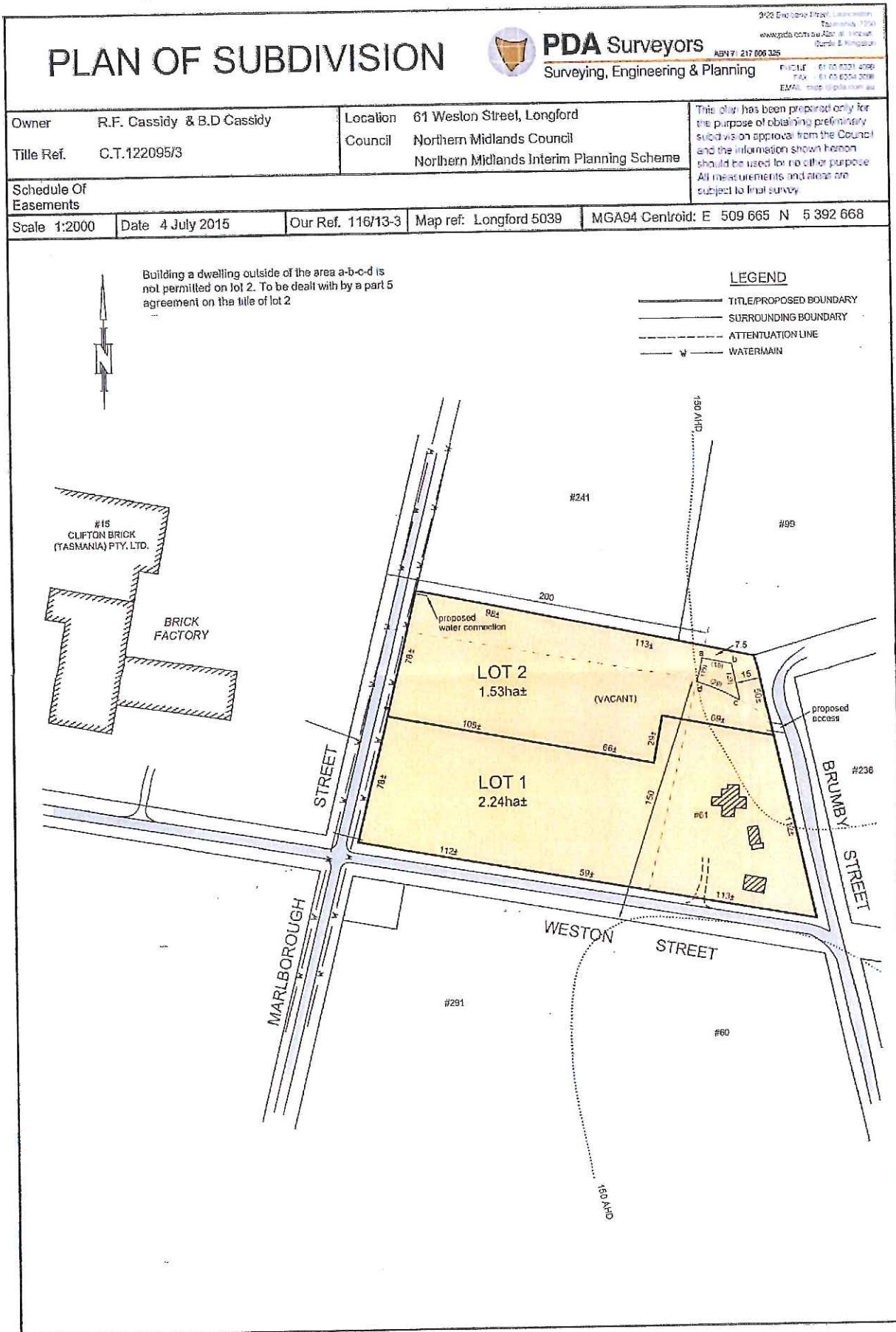


Figure 2: Site Plan

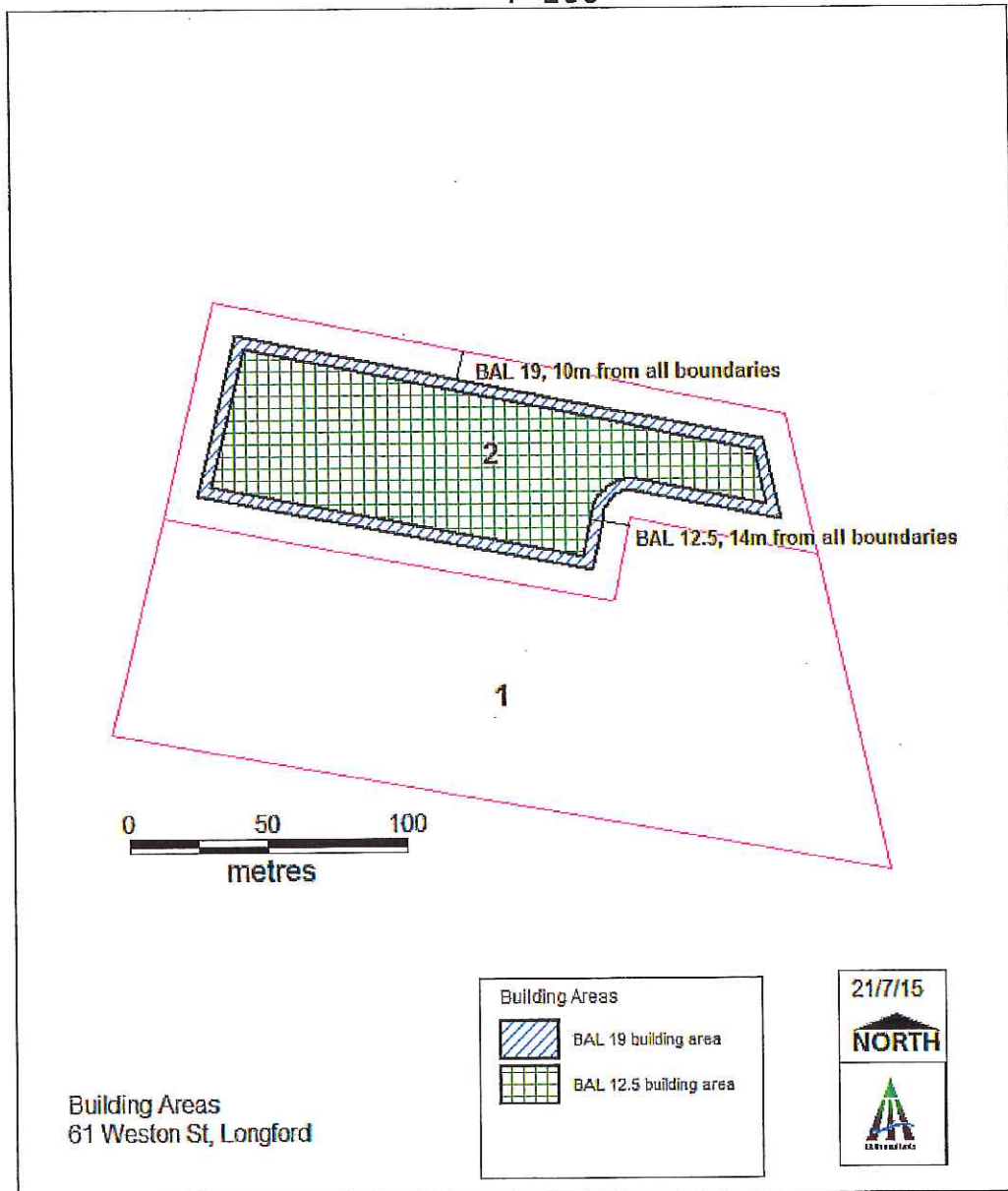


Figure 3: Building Areas



Plate 1: View east across Lot 3



Plate 2: Looking southwest from Malborough Street over Lot 2 location.



1-265

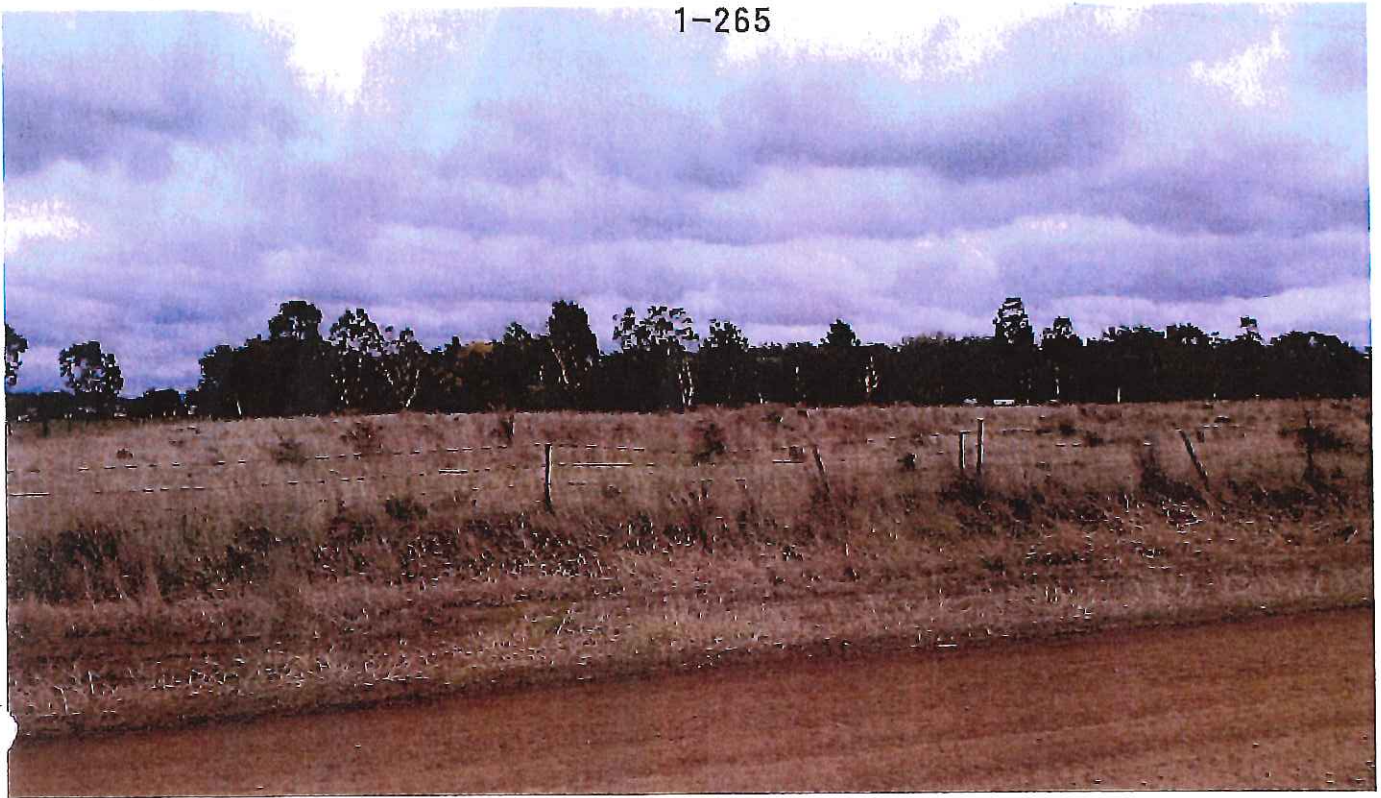


Plate 3: View south from Weston St towards adjoining grassland.



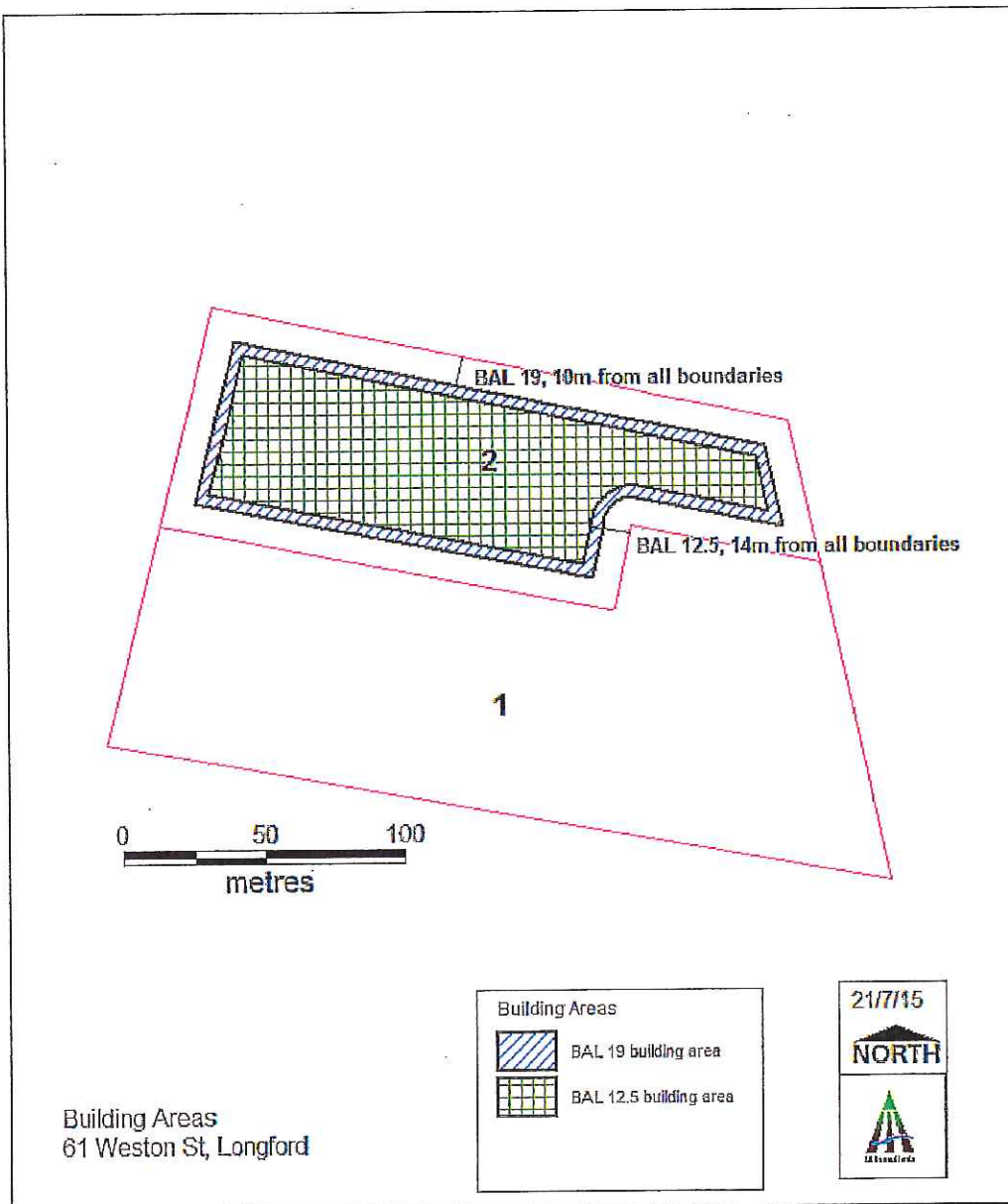
Plate 4: View west across Lot 1 from Brumby St.

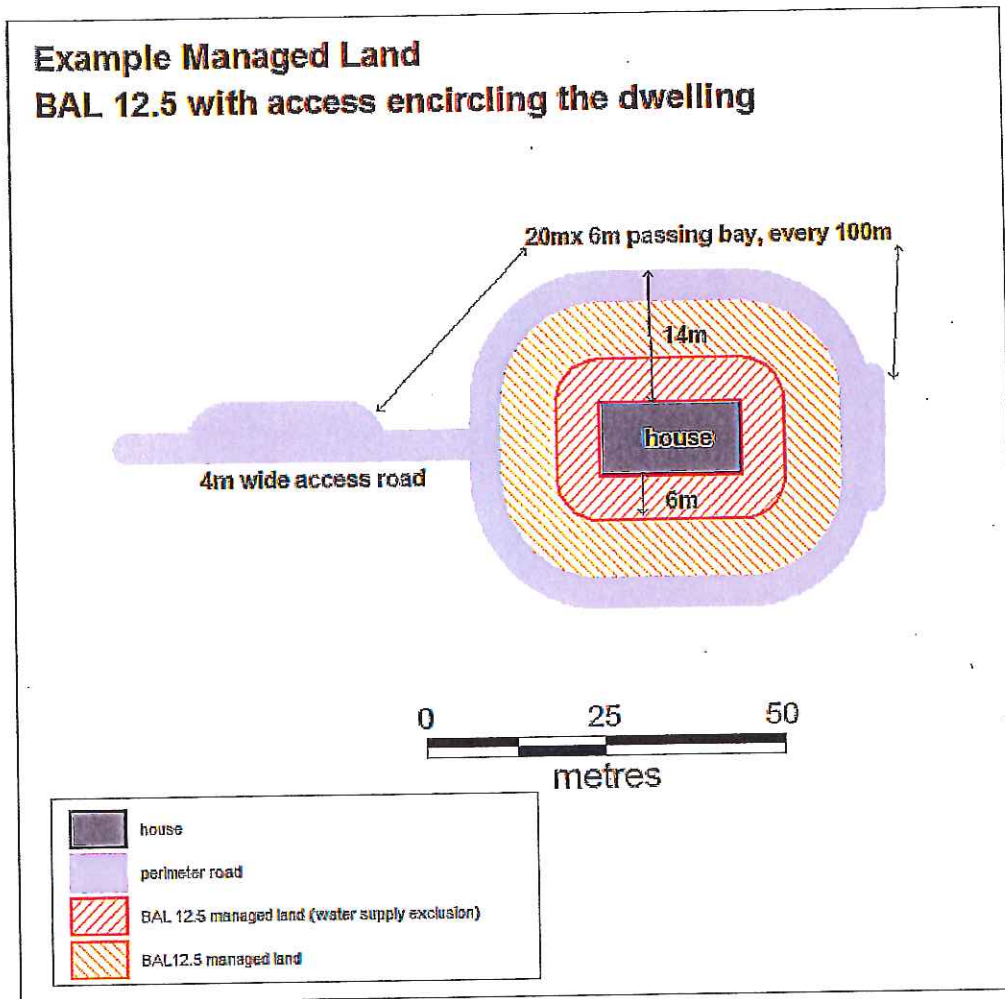
**BUSHFIRE HAZARD MANAGEMENT PLAN: SUBDIVISION OF CT 143032/1, NEW LOT 2 WESTON STREET, LONGFORD**

**BAL RATINGS**

Construction of habitable buildings on lot 2 may be to BAL 12.5 if within the building area shown hatched in green on the diagram below. Construction of habitable buildings within the blue hatched area must be to BAL 19. Non habitable buildings within 6m of a habitable building must also comply with BAL ratings.

**BUILDING AREAS**





### ACCESS

- All internal access required below must be constructed to a minimum of Class 4C standards.
- All lots must have an internal access of at least 4m width constructed to within a 30m hose lay of the furthest part of the dwelling, prior to occupancy of a dwelling, and to within 3m of the static water supply.
- Access to habitable buildings must encircle the building(s) to provide a perimeter road between the buildings and bushfire prone vegetation.
- Access must be provided to within 3m of the water supply.
- All roads and private access longer than 100m and less than 6m wide must have passing bays 20m x 6m every 100m.
- Watercourse crossings must be designed to carry a minimum vehicle load of 20t.

### WATER SUPPLY

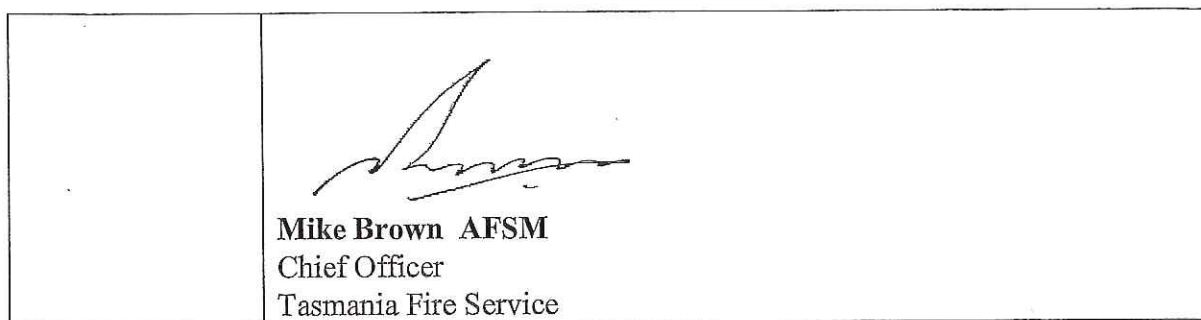
- There must be at least a 10,000 litre dedicated firefighting water supply tank, swimming pool, dam or the like for each habitable building. The supply must be located more than 6m but less than 120m from any habitable building and within 3m of accessible hard standing (access, road turning bay etc.).



Tasmania Fire Service

## Approved Form of a Bushfire Hazard Management Plan

Chief Officer's requirements for a Bushfire Hazard Management Plan for compliance or exemption	
<i>Version:</i>	<i>1</i> <i>Issue Date:</i> <i>7 February 2014</i>
Purpose	<p>To provide an approved form for a Bushfire Hazard Management Plan in accordance with:</p> <p>Section 60A of the <i>Fire Service Act 1979</i> -</p> <p><i>bushfire hazard management plan</i> means a plan showing means of protection from bushfires in a form approved in writing by the Chief Officer.</p> <p>Section 3 <i>Land Use Planning and Approvals Act 1993</i></p> <p><i>bushfire hazard management plan</i> means a plan showing means of protection from bushfires in a form approved in writing by the Chief Officer;</p> <p><i>Chief Officer</i> means the person appointed as Chief Officer under <u>section 10 of the <i>Fire Service Act 1979</i></u>;</p>
Declaration	<p>A Bushfire Hazard Management Plan (BHMP) is in a form approved by the Chief Officer if:</p> <ol style="list-style-type: none"> <li>1. The BHMP is consistent with a Bushfire Report that has been prepared taking into consideration such of the matters identified in Schedule 1 as are applicable to the purpose of the BHMP; and</li> <li>2. The BHMP contains a map, plan or schedule identifying the specific measures required to provide a tolerable level of risk from bushfire for the purpose or activity described in the BHMP having regard to the considerations in Schedule 2; and</li> <li>3. The BHMP is consistent with all applicable Bushfire Hazard Management Advisory Notes issued by the Chief Officer.</li> </ol>



### Schedule 1 - Bushfire Report

A Bushfire Report is an investigation and assessment of bushfire risk to establish the level of bushfire threat, vulnerability, options for mitigation measures, and the residual risk if such measures are applied on the land for the purpose or activity described in the assessment.

A Bushfire Report must include:

- a) A description of the characteristics of the land and of adjacent land;
- b) A description of the use or development that may be threatened by a bushfire on the site or on adjacent land; and
- c) Whether the use or development on the site is likely to cause or contribute to the occurrence or intensification of bushfire on the site or on adjacent land; and
- d) Whether the use or development on the site, and any associated use or development, can achieve and maintain a tolerable level of residual risk for the occupants and assets on the site and on adjacent land having regard for –
  - i. The nature, intensity and duration of the use;
  - ii. The type, form and duration of any development;
  - iii. A Bushfire Attack Level assessment to define the exposure to a use or development; and
  - iv. The nature of any bushfire hazard mitigation measures required on the site and/or on adjacent land.

**Schedule 2 - Bushfire Hazard Management Plan**

A BHMP is a document containing a map, plan or specification and must:-

- a) Identify the site to which the BHMP applies by address, Property Identifier (PID), and reference to a Certificate of Title under the *Land Titles Act 1980*;
- b) Identify the certifying Bushfire Hazard Practitioner, Accreditation Number, and Scope of Accreditation.
- c) Identify the proposed activity to which the BHMP applies by reference to any plans, specifications or other documents that are applicable for the purpose of describing the proposed use or development;
- d) Indicate the bushfire hazard management and protection measures required to be implemented by the Bushfire Report;
- e) If intended to be applied for the purpose of satisfying a regulatory requirement, identify the regulation by its statutory citation and indicate the applicable provisions for which the BHMP applies; and
- f) Have, as a schedule, the Bushfire Report that details specific bushfire hazard management and bushfire mitigation measures required to achieve a tolerable level of residual risk for the proposed activity and any building or development on the site, including:
  - i) Measures to achieve compliance with any mandatory land use planning requirement in a planning process required under the *Land Use Planning and Approvals Act 1993* (*Attachment 1*);
  - ii) Measures to achieve compliance with any mandatory outcome for a building or work undertaken in accordance with the *Building Act 2000* and the Building Regulations 2004 (Form 55).

**Attachment 1: Certificate of Compliance to the Bushfire-prone Area Code under Planning Directive No 5**

**Code E1 – Bushfire-prone Areas Code**

**Certificate under s51(2)(d) Land Use Planning and Approvals Act 1993**

*Office Use*

*Date Received*

*Permit Application No*

*PID*

<b>1. Land to which certificate applies<sup>1</sup></b>	
Name of planning scheme or instrument: Northern Midlands Interim Planning Scheme 2013	
Use or Development Site	Certificate of Title / PID
Street Address	CT 122095/3, PID; 7525459
61 Weston Street, Longford	
Land that is not the Use or Development Site relied upon for bushfire hazard management or protection	Certificate of Title / PID
Street Address	NA
<b>2. Proposed Use or Development (provide a description in the space below)</b>	
A 2 lot subdivision for land at 61 Weston Street, Longford	

- Vulnerable Use  
 Hazardous Use  
 Subdivision  
 New Habitable Building on a lot on a plan of subdivision approved in accordance with Bushfire-prone Areas Code.  
 New habitable on a lot on a pre-existing plan of subdivision)  
 Extension to an existing habitable building  
 Habitable Building for a Vulnerable Use

<sup>1</sup> If the certificate relates to bushfire management or protection measures that rely on land that is not in the same lot as the site for the use or development described, the details of all of the applicable land must be provided.

3. Documents relied upon<sup>2</sup>

<i>Document or certificate description:</i>	
<input type="checkbox"/>	<p><b>Description of Use or Development<sup>3</sup> (Proposal or Land Use Permit Application)</b></p> <p><i>Documents, Plans and/or Specifications</i></p> <p><i>Title: Plan of Subdivision</i></p> <p><i>Author: PDA Subdivision</i></p> <p><i>Date: 4/7/2015</i></p>
<input type="checkbox"/>	<p><b>Bushfire Report<sup>4</sup></b></p> <p><i>Title: BHMP_Cassidy</i></p> <p><i>Author: Scott Livingston</i></p> <p><i>Date: 22/7/2015</i></p>
<input type="checkbox"/>	<p><b>Bushfire Hazard Management Plan<sup>5</sup></b></p> <p><i>Title: BHMP_Cassidy</i></p> <p><i>Author: Scott Livingston</i></p> <p><i>Date: 22/7/2015</i></p>
<input type="checkbox"/>	<p><b>Other documents</b></p> <p><i>Title: Northern Midlands Interim Planning Scheme 2013</i></p> <p><i>Author: Northern Midlands Council</i></p> <p><i>Date: 2013</i></p> <p><i>Title: AS 3959-2009 Construction of Buildings in Bushfire Prone Areas</i></p> <p><i>Author: Standards Australia.</i></p> <p><i>Date: 2009</i></p>

<sup>2</sup> List each document that is provided or relied upon to describe the use or development, or to assess and manage risk from bushfire, including its title, author, date, and version.

<sup>3</sup> Identify the use or development to which the certificate applies by reference to the documents, plans, and specifications to be provided with the permit application to describe the form and location of the proposed use or development. For habitable buildings, a reference to a nominated plan indicating location within the site and the form of development is required.

<sup>4</sup> If there is more than one Bushfire Report, each document must be identified by reference to its title, author, date and version.

<sup>5</sup> If there is more than one Bushfire Hazard Management Plan, each document must be identified by reference to its title, author, date and version



4. Nature of Certificate<sup>6</sup>

Applicable Standard	Assessment Criteria	Compliance Test: Certificate of Insufficient Increase in Risk	Compliance Test: Certified Bushfire Hazard Management Plan	Reference to applicable Bushfire Risk Assessment or Bushfire Hazard Management Plan <sup>7</sup>

E1.4 - Use or development exempt from this code				
E1.4. (Identify which exemption applies)		No specific measures required because the use or development is consistent with the objective for each of the applicable standards identified in this Certificate	<input type="checkbox"/> Not Applicable	

E1.5.1 - Vulnerable Use				
E1.5.1.1 - location on bushfire-prone land	A2	Not Applicable	Tolerable level of risk and provision for evacuation	<input type="checkbox"/>

E1.5.2 - Hazardous Use				
E1.5.2.1 - location on bushfire-prone land	A2	Not Applicable	Tolerable level of risk from exposure to dangerous substances, ignition potential, and contribution to intensify fire	<input type="checkbox"/>

E1.6.1 - Subdivision				
E1.6.1.1 - Hazard Management Area	A1	No specific measure for hazard management	<input type="checkbox"/> Provision for hazard management areas in accordance with BAL 19 Table 2.4.4 AS3959	<input checked="" type="checkbox"/>
E1.6.1.2 - Public Access	A1	No specific public access measure for fire fighting	<input type="checkbox"/> Layout of roads and access is consistent with objective	<input checked="" type="checkbox"/>
E1.6.1.3 - Water Supply	A1	No specific water supply for fight fighting	<input checked="" type="checkbox"/> Not Applicable	

<sup>6</sup> The certificate must indicate by placing a ✓ in the corresponding  for each applicable standard and the corresponding compliance test within each standard that is relied upon to demonstrate compliance to Code E1

<sup>7</sup> Identify the Bushfire Risk Assessment report or Bushfire Hazard Management Plan that is relied upon to satisfy the compliance test

	A2 Non-reticulated water supply	No specific water supply measure for fire fighting	<input type="checkbox"/>	Water supply is consistent with objective	<input checked="" type="checkbox"/>	BHMP_Cassidy
--	------------------------------------	--	--------------------------	---	-------------------------------------	--------------

<b>E1.6.2 - Habitable Building on lot on a plan of subdivision approved in accordance with Code</b>						
<input checked="" type="checkbox"/>	<b>E1.6.2.1 - Hazard Management Area</b>	A1	No specific measure for hazard management	<input type="checkbox"/>	Provision for hazard management areas in accordance with BAL 19 Table 2.4.4 AS3959 and managed consistent with objective	<input type="checkbox"/>
	<b>E1.6.2.2 - Private Access</b>	A1	No specific private access for fire fighting	<input type="checkbox"/>	Private access is consistent with objective	<input type="checkbox"/>
		A2	Not Applicable		Private access to static water supply is consistent with objective	<input type="checkbox"/>
	<b>E1.6.2.3 - Water Supply</b>	A1	No specific water supply measure for fire fighting	<input type="checkbox"/>	Water supply is consistent with objective	<input type="checkbox"/>

<b>E1.6.3 - Habitable Building (pre-existing lot)</b>						
<input checked="" type="checkbox"/>	<b>E1.6.3.1 - Hazard Management Area</b>	A1	No specific measure for hazard management	<input type="checkbox"/>	Provision for hazard management is consistent with objective; or	<input type="checkbox"/>
	<b>E1.6.3.2 - Private Access</b>	A1	No specific private access measure for fire fighting	<input type="checkbox"/>	Provision for hazard management areas in accordance with BAL 29 Table 2.4.4 AS3959 and managed consistent with objective	<input type="checkbox"/> <input type="checkbox"/>
		A2	Not applicable		Private access is consistent with objective	<input type="checkbox"/>
	<b>E1.6.3.3 - Water Supply</b>	A1	No specific water supply measure for fire fighting	<input type="checkbox"/>	Private access to static water supply is consistent with objective Water supply is consistent with objective	<input type="checkbox"/> <input type="checkbox"/>

<b>E1.6.4 - Extension to Habitable Building</b>						
<input checked="" type="checkbox"/>	<b>E1.6.4.1 - hazard management</b>	AI	No specific hazard management measure	<input type="checkbox"/>	Provision for hazard management is consistent with objective; or	<input type="checkbox"/>
					Provision for hazard management areas in accordance with BAL 12.5 Table 2.4.4 AS3959 and managed consistent with objective	<input type="checkbox"/> <input type="checkbox"/>
<b>E1.6.5 - Habitable Building for Vulnerable Use</b>						
<input checked="" type="checkbox"/>	<b>E1.6.5.1 - hazard management</b>	AI	No specific measure for hazard management	<input type="checkbox"/>	Bushfire hazard management consistent with objective; or	<input type="checkbox"/>
					Provision for hazard management areas in accordance with BAL 12.5 Table 2.4.4 AS3959 and managed consistent with objective	<input type="checkbox"/>

**5. Bushfire Hazard Practitioner – Accredited Person**

Name	Scott Livingston	Phone No:	03 6334 1033
Address	40 Tamar St. Launceston, 7250	Fax No:	03 6334 1117
		Email address:	scott@akconsultants.com.au
Fire Service Act 1979 Accreditation No:	BFP-105	Scope:	1, 2, 3A, 3B, 3C

**6. Certification**

I, Scott Livingston certify that in accordance with the authority given under the Part 4A of the Fire Service Act 1979 –

The use or development described in this certificate is exempt from application of Code E1 – Bushfire-Prone Areas in accordance with Clause E1.4(a) because there is an insufficient increase in risk to warrant specific measures for bushfire hazard management and/or bushfire protection in order to be consistent with the objective for all of the applicable standards identified in Section 4 of this Certificate

✓

or

There is an insufficient increase in risk to warrant specific measures for bushfire hazard management and/or bushfire protection in order for the use or development described to be consistent with the objective for each of the applicable standards identified in Section 4 of this Certificate.

☐

and/or

The Bushfire Hazard Management Plan/s identified in Section 4 of this certificate is/are in accordance with the Chief Officer's requirements and can deliver an outcome for the use or development described that is consistent with the objective and the relevant compliance test for each of the applicable standards identified in Section 4 of this Certificate

✓

Signed



Date: 22/7/2015

LAUNCESTON  
 I.W. Dent, OAM, B. SURV. (Tas.), M.SSSI. (Director)  
 J. Marszalek, B. SURV. SP. SC. (Tas.), M.SSSI. (Associate)

HOBART  
 A.M. Peacock, B. APP. SC. (SURV), M.SSSI. (Director)  
 D.M. Terry, B. SURV. (Tas.), M.SSSI. (Director)  
 J. Panton, B.E. M.I.E. AUSTR., C.P.ENG. (Director)  
 I. Clement, B. SURV. (Tas.), M.SSSI. (Director)  
 V. McQueen, B.E., M.I.E. AUSTR., C.P.ENG. (Associate)  
 V.S.G. Denholm, B. GEOM. (Tas.), M.SSSI. (Associate)  
 ...H. Kiely, Ad. Dip. Civil Eng, Cert IV I.T., (Associate)  
 A. Collins, Ad. Dip. Surv & Map, (Associate)

KINGSTON  
 A.P. (Lex) McIndoe, B. SURV. (Tas.), M.SSSI. (Director)

BURNIE  
 A.J. Hudson, B. SURV. (Tas.), M.SSSI. (Director)  
 A.W. Eberhardt, B. GEOM. (Tas.), M.SSSI. (Director)



# PDA Surveyors

PO Box 284 (3/23 Brisbane Street)  
 Launceston Tasmania, 7250  
 Phone (03) 6331 4099

ABN 71 217 806 325  
 Fax (03) 6334 3098  
 Email: pda.ltn@pda.com.au  
 www.pda.com.au

Our Ref: 116/13

23<sup>rd</sup> July, 2015.

Northern Midlands Council  
 PO Box 156  
 LONGFORD TAS 7301

Attention: Mrs J. Cunningham

Dear Jan,

NORTHERN MIDLANDS COUNCIL					
Location					
File No.					
Property					
Attachments					
REC'D 24 JUL 2015					
GM		A	MYR		A
P&DM			CHS		
CSM			PLAN		
E&DM			BLD		
WM			HLT		
HR					

EXHIBITED

**RE: SUBDIVISION PROPOSAL – 61 WESTON STREET, LONGFORD**

We submit herewith a 2 lot subdivision to subdivide a lot around an existing house shown as Lot 1 on the plan and creating a new vacant lot shown as Lot 2. We will now address the provisions of Clause 12.4.3 of the Low Density Residential Zone.

12.4.3.1 Lot Area, Building Envelopes and Frontage

Both lots can comply with the Performance Criteria for Clause P. We have shown a building area A, B, C, D which is clear of the environmental impacts from the adjoining sites. There is already an existing house on Lot 1. Acceptable Solution A2 is met in that both lots have an excess of 6.0 metres frontage to a public road.

Acceptable Solution A3(a) is complied with in that water supply can be provided and the new connection for Lot 2 is shown on the plan. Sewerage is not available to these sites and Lot 1 has an existing septic tank and there is more than sufficient area on Lot 2 to be able to provide a septic tank for that lot as well.

Performance requirement P4 can be met as each lot can be connected to the road side drain in Brumby, Weston and Marlborough Streets. Each lot is large enough to absorb the majority of the stormwater within the boundaries of the blocks given their substantial size.

Bushfire Code

We enclose a report in relation to the Bushfire Code which satisfies that particular code.

Recreation and Open Space Code

As it is not appropriate to take land in lieu of Public Open Space we would ask that you seek the approval of your General Manager that our clients can pay the Public Open Space tax to your Council.

.../2...

02

Previously trading as Campbell Smith Phelps Pedley

OFFICES ALSO AT:

- 127 Bathurst Street, Hobart, 7000 (03) 6234 3217
- 6 Freeman Street, Kingston, 7050 (03) 6229 2131

- 8/16 Main Road, Huonville, 7109 (03) 6264 1277
- 6 Queen Street, Burnie, 7320 (03) 6431 4400
- 16 Emu Bay Road, Deloraine, 7304 (03) 6362 2993

Environmental Impacts and Attenuation Code

We have shown our building area on Lot 2 and the area A, B, C, D that is outside the Attenuation Zone for the brick factory and the Longford waste transfer station. As the development of the land for sensitive use can be outside the attenuation distances from these two sites this particular code will therefore not apply.

We enclose the following to enable you to assess the application;

- 3 copies of the Proposal Plan.
- Copy of title.
- 2 cheques totalling \$932.
- Completed development application form.
- Bushfire Hazard Management report.

Please contact us if you have any questions or require any further information.

Yours faithfully  
PDA Surveyors

Per:

  
JOHN DENT

LAUNCESTON  
 J.W. Dent, OAM, B. SURV. (Tas.), M.SSSI. (Director)  
 D. Marszalek, B. SURV. SP. SC. (Tas.), M.SSSI. (Associate)  
 HOBART  
 A.M. Peacock, B. APP. SC. (SURV), M.SSSI. (Director)  
 C.M. Terry, B. SURV. (Tas.), M.SSSI. (Director)  
 D. Pantoni, B.E. M.I.E. AUST., C.P.ENG. (Director)  
 H. Clement, B. SURV. (Tas.), M.SSSI. (Director)  
 M. McQueen, B.E., M.I.E. AUST., C.P.ENG. (Associate)  
 M.S.G. Denholm, B. GEOM. (Tas.), M.SSSI. (Associate)  
 L.H. Kiely, Ad. Dip. Civil Eng, Cert IV I.T., (Associate)  
 A. Collins, Ad. Dip. Surv & Map, (Associate)  
 KINGSTON  
 A.P. (Lex) McIndoe, B. SURV. (Tas.), M.SSSI. (Director)  
 BURNIE  
 A.J. Hudson, B. SURV. (Tas.), M.SSSI. (Director)  
 A.W. Eberhardt, B. GEOM. (Tas.), M.SSSI. (Director)



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 Phone (03) 6331 4099

ABN 71 217 806 325  
 Fax (03) 6334 3098  
 Email: pda.ltn@pda.com.au  
 www.pda.com.au

Our Ref: 116/13

10<sup>th</sup> August, 2015.

Northern Midlands Council  
 PO Box 156  
 LONGFORD TAS 7301

Attention: Ms. E. Boer

Dear Erin,

## RE: P15-220 SUBDIVISION - 61 WESTON STREET, LONGFORD

Further to your letter of 31<sup>st</sup> July we now provide additional information in relation to the two matters you raised as follows:

### Road and Railway Assets Code -

This subdivision complies with the development standards acceptable solutions for this Code. Clause E4.7.1, E4.7.2 and E4.7.3 do not apply to this subdivision development. E4.7.4 site distances at accesses will apply as a new access is being proposed for lot 2. Acceptable Solution A1(a) is met as the site distance from the new access on lot 2 is far in excess of the 80 metre requirement for a vehicle speed of 50 kph in a 60 kph or less zone. The actual signed speed of the road in this location is 45kph because of the bends in the road. The acceptable solution has therefore been met for the proposed access onto Brumby Street.

### Environmental Impact and Attenuation Code -

As indicated in our letter to you of the 23<sup>rd</sup> July we do not believe that the site is impacted by the Environmental Impact and Attenuation Code however we will address the site specific study as sent to us in your letter of the 31<sup>st</sup> July.

### P1(a) Degree of Encroachment -

The sensitive use proposed on lot 2 is outside the attenuation area for both of the activities as shown on our plan.

### P1(b) Nature of Emitting Operation being Protected by the Attenuation Area -

The brick factory presumably has some noise and dust possibly emanating from the site. Mr and Mrs Cassidy who live in the existing house at number 61 have indicated that they have not experienced any adverse effects from either noise or dust emanating from the brick

NORTHERN MIDLANDS COUNCIL					
Location					
File No.					
Property					
Attachments					
REC'D 12 AUG 2015					
GM			MYR		
P&DM			CRS		
CSM			PLAN		✓
E&DM			BLD		
WM			HLT		
HR					

EXHIBITED

Previously trading as Campbell Smith Phelps Pedley

OFFICES ALSO AT:

- 127 Bathurst Street, Hobart, 7000
- 6 Freeman Street, Kingston, 7050

(03) 6234 3217  
 (03) 6229 2131

- 8/16 Main Road, Huonville, 7109
- 6 Queen Street, Burnie, 7320
- 16 Emu Bay Road, Deloraine, 7304

(03) 6264 1277  
 (03) 6431 4400  
 (03) 6362 2993

D3

factory. They have indicated that it has never been a problem and nothing reaches their house to even indicate that there is even a brick factory in that location.

As far as the waste transfer station is concerned we presume that odours are likely to be possibly emitted from the operation. Once again Mr and Mrs Cassidy who live in number 61 that is closer to that site than the proposed house site on lot 2 have indicated that they have had no adverse effects from odours from the waste transfer station and in fact they do not even know it is there as far as any negative impact is concerned.

P1(c) Degree of Hazard or Pollution that may emanate from the Omitting Operation –  
As indicated above the Cassidy's have had no adverse effect from either operation and they are closer to both sites than the proposed house site on lot 2.

P1(d) The measures within the proposal to mitigate impacts of the emitting activity of the sensitive use –

There is sufficient area of land on lot 2 between the proposed house site and the brick factory to enable owners of lot 2 to be able to plant trees if at any time in the future they perceive that there are any issues in relation to noise or dust. Any tree planting will be likely to be within their control and would be able to mitigate any adverse effects from the brick factory. Similarly they could also plant trees between the waste transfer station and their house site as they have a sufficient area of land under their control to be able to provide tree planting to mitigate any adverse effects.

As the proposed house on lot 2 is outside both of the attenuation zones we do not believe that there is any issue or any problem as far as providing any risk for the operation of the brick factory or the waste transfer station.

We trust that this answers your questions and that the subdivision can now proceed.

Yours faithfully  
PDA Surveyors

Per:

  
JOHN DENT



**PLAN 2**  
**PLANNING APPLICATION P15-241**  
**COUNTRY CLUB HOTEL, 9A WELLINGTON STREET,**  
**LONGFORD**

**ATTACHMENTS**

- A** Application & plans
  
- B** Responses from referral agency
  - Tasmanian Heritage Council
  
- C** Representation & applicant's response
  
- D** Heritage Adviser's review

# PLANNING APPLICATION Proposal

**Description of proposal:** .....

Proposed deck & shade structures

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

*(attach additional sheets if necessary)*

**Site address:** .....

Country Club Hotel - Wellington St, Longford

.....  
.....

ID no: 3111195 ..... and/or Council's property no: .....

and/or

Area of land: 0.458ha ..... ha/m<sup>2</sup> and/or CT no: 15372/1 .....

Estimated cost of project \$ 40,000 ..... (include cost of landscaping, car parks etc for commercial/industrial uses)

Are there any existing buildings on this property? **Yes** / No

If yes – main building is used as .....

Hotel

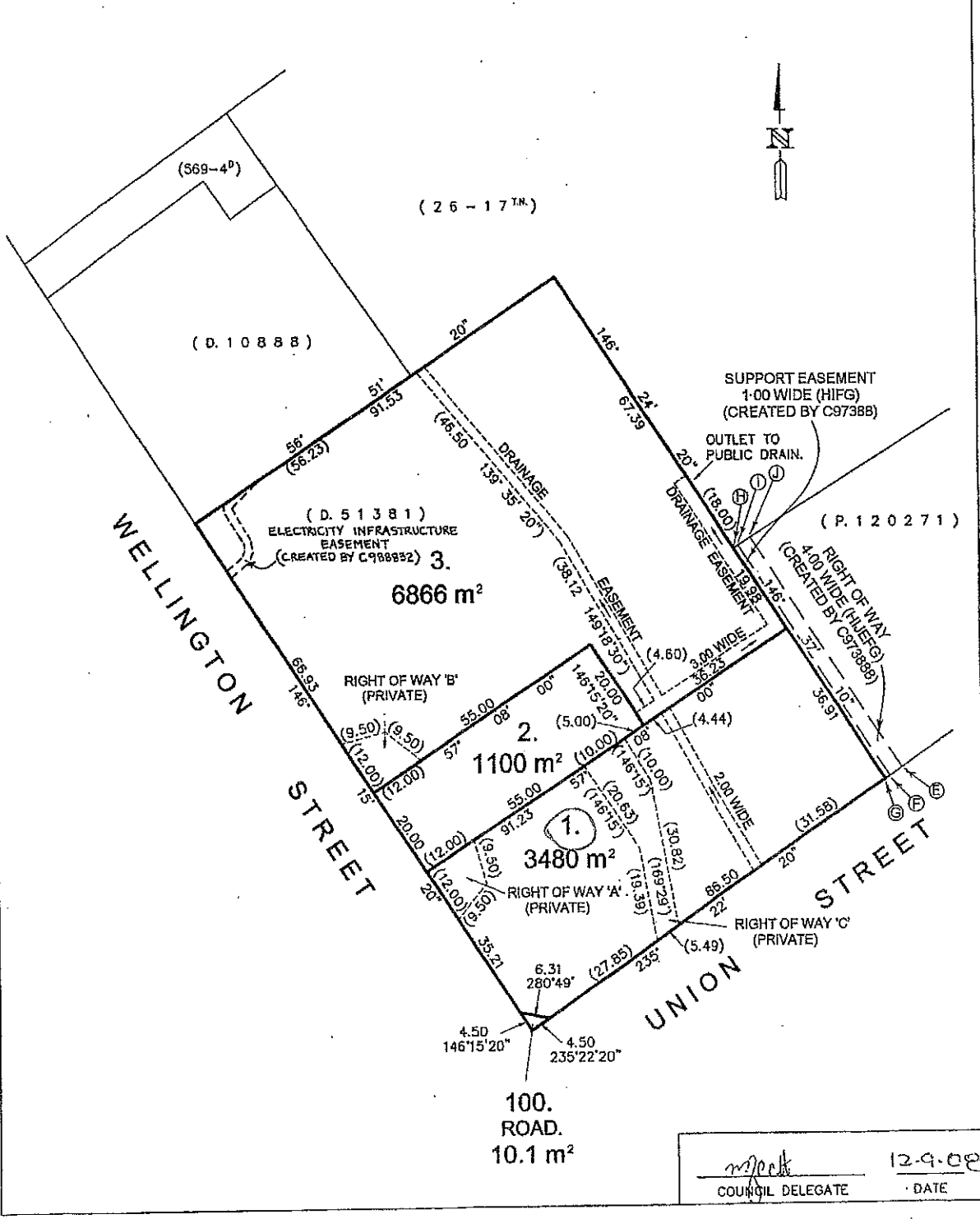
.....  
.....

Is any signage required? No .....

.....  
.....

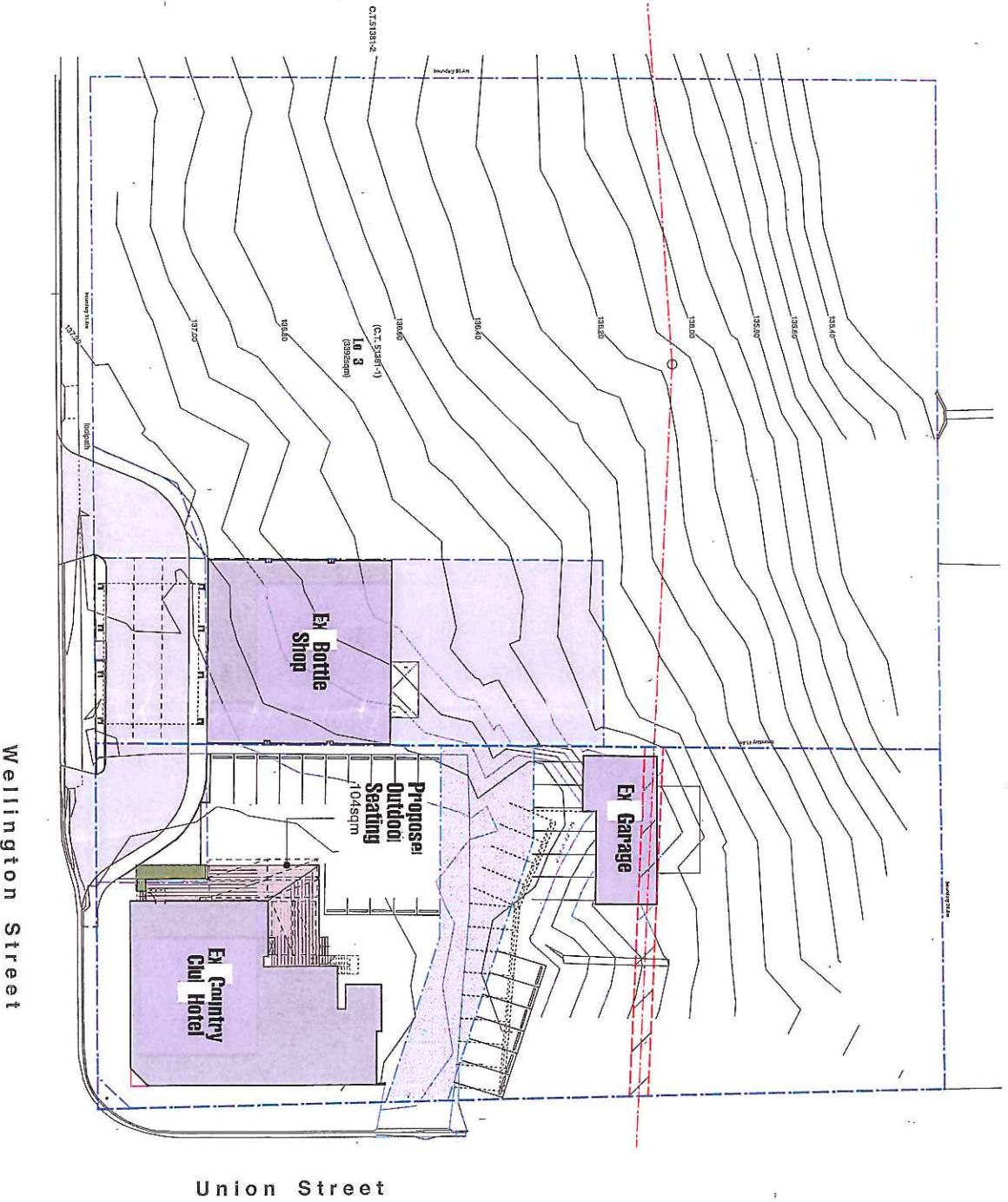
*(if yes, provide details)*

OWNER DENLYN PTY. LTD.		<b>PLAN OF SURVEY</b>		REGISTERED NUMBER <b>SP155372</b>
FOLIO REFERENCE C.T.51381-1 C.T.51381-2.		BY SURVEYOR R.V.TAIT G. J. WALKEM & CO.	 G. J. WALKEM & CO.	APPROVED EFFECTIVE FROM 26 SEP 2008 <i>Alice Kawa</i> Recorder of Titles
GRANTEE PART OF 43°2'25" GTD. TO JOHN WARD GLEADOW AND HENRY JENNINGS.		LOCATION <b>TOWN OF LONGFORD</b>		
MAPSHEET MUNICIPAL CODE No 123 (5039-33)		LAST UPI No FBM12, FBM67.	LAST PLAN No. D.51381	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
SCALE 1:750		LENGTHS IN METRES		

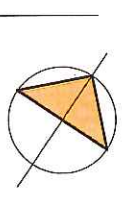


EXHIBITED

*Mark* 12-9-08  
COUNCIL DELEGATE · DATE



- NOTES:**
- All dimensions in millimetres.
  - Not scale to verify all dimensions on site prior to commencement of any work or shop drawings.
  - All drawings shall be read in conjunction with the Building Code of Australia, Australian Standards, regulations and local authority by-laws and any discrepancies shall be referred to the architect.



Rev No.	Revision	Date
A	Drawings issued for Building Approval	16/03/2014

**loop**  
architecture

57 George Street • Launceston 7250  
Phone (03) 8381 8488 • Fax (03) 8394 3339  
Level 1 • 164 Macquarie Street • Hobart 7000  
Phone (03) 5224 9304 • Fax (03) 5334 3339

<b>Client</b>	<b>Country Civil Hotel</b>
<b>Project</b>	<b>Country Civil Hotel - New Deck</b>
<b>Title</b>	<b>Location Plan</b>

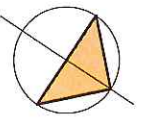
<b>Scale</b>	<b>Date</b>	<b>Designed</b>	<b>Acc. No.</b>
A4 Sheet	March 2014	Tony	CS203.E
<b>Project No.</b>	<b>Drawing No.</b>	<b>Issue No.</b>	
1132	W400	A	



ORIENTATION OF ROOM ELEVATIONS  
REFER INTERNAL ELEVATIONS

**NOTES:**

- All dimensions in millimetres.
- Contractor to verify all dimensions on site prior to commencement of any work or shop drawings.
- All work carried out shall be in accordance with the special conditions and consultant's details.
- All work shall be in accordance with the special conditions and local authority bylaws and regulations.
- Any discrepancies shall be referred to the Architect.



Rev No.	Field	Date
A	Drawings issued for Building Approval	18/09/2015

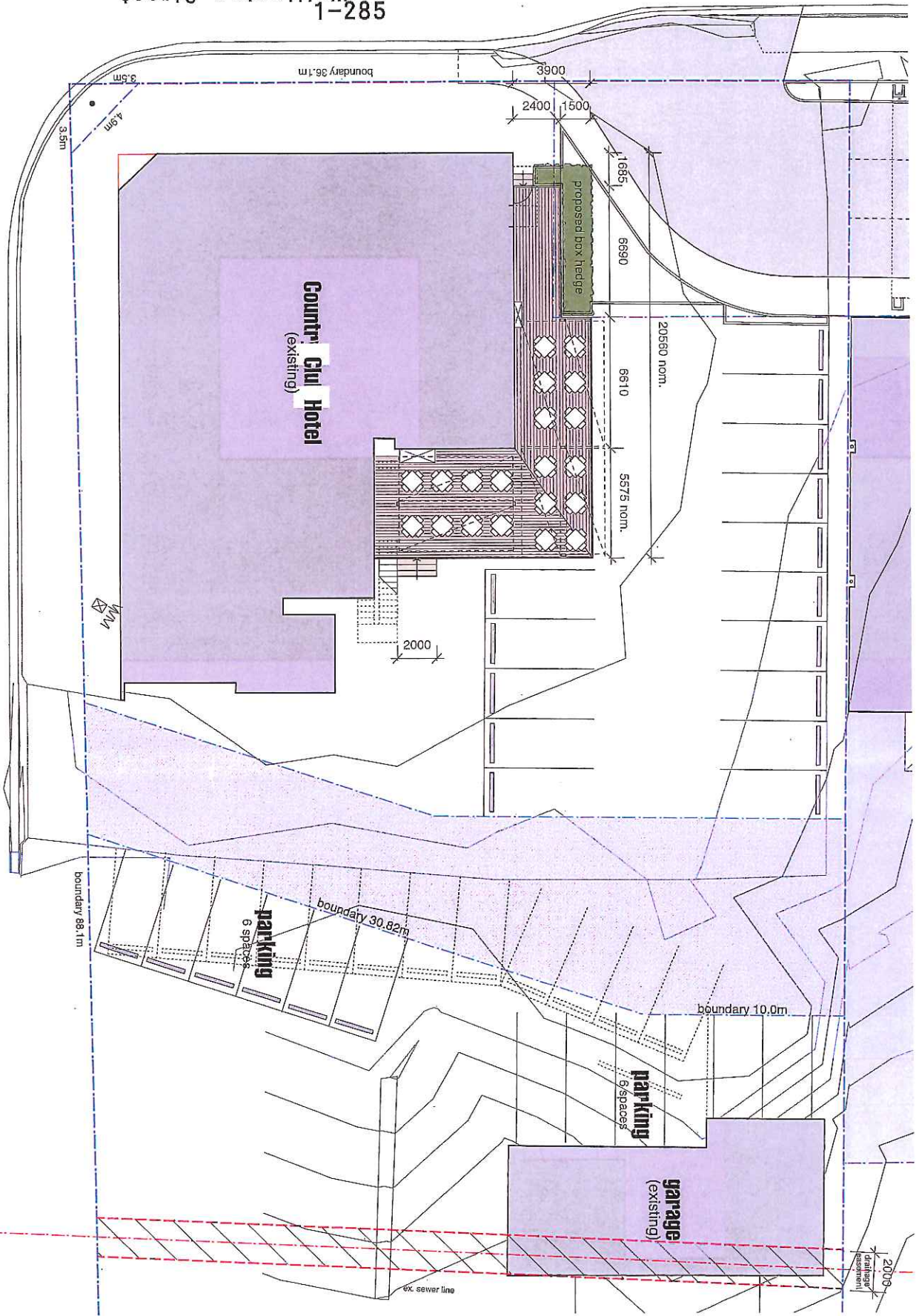
**loop**  
architecture

57 George Street • Launceston 7250  
Phone (03) 6331 5488 • Fax (03) 6334 3339  
Level 1 - 154 Macquarie Street • Hobart 7000  
Phone (03) 6225 8504 • Fax (03) 6334 3339

**Project**  
Country Club Hotel -  
New Deck

**Client**  
Country Club Hotel

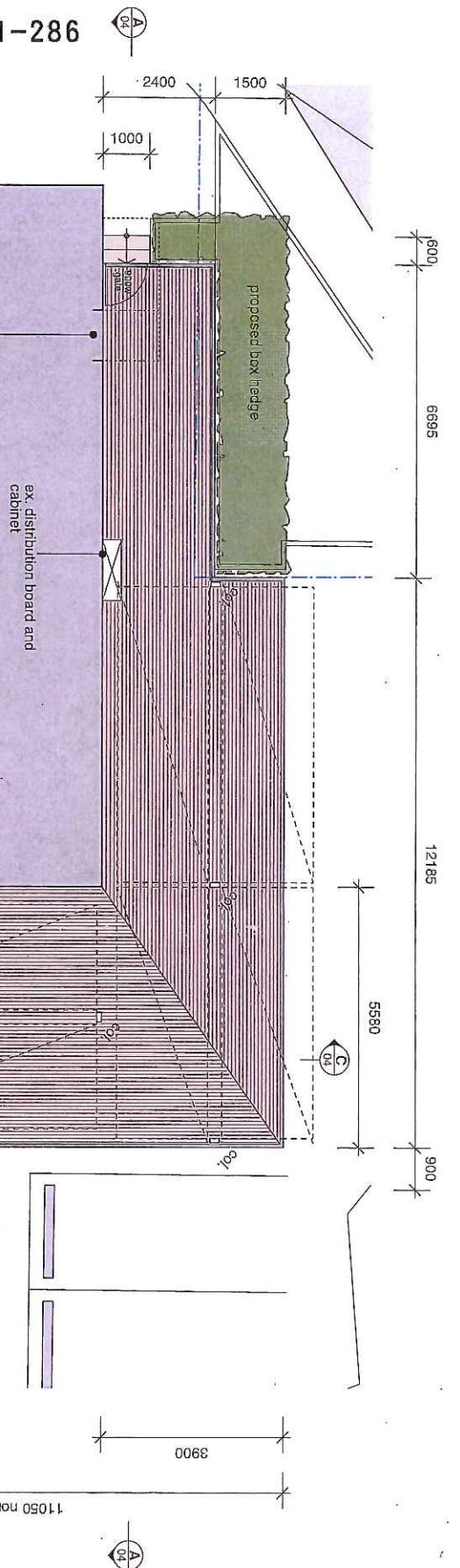
Title			
<b>Propose Site Plan</b>			
Scale	Date	Designed	Acc. No.
As Shown	March 2014	Tony	CS053 E
Project No.	Drawing No.	Issue No.	
1132	wd01	A	



**Propose Site Plan**  
1:200 @A3

4  2 ORIENTATION OF ROOM ELEVATIONS  
3 REFER INTERNAL ELEVATIONS

- NOTES:
- All dimensions in millimetres.
  - Do not scale drawings.
  - Dimensions are approximate on site and for commencement of any work or shop drawings.
  - All drawings shall be read in conjunction with special conditions and contract documents.
  - All work shall be done in accordance with the Building Code of Australia, Australian Standards and local authority by-laws and
  - Any discrepancies shall be referred to the Architect.



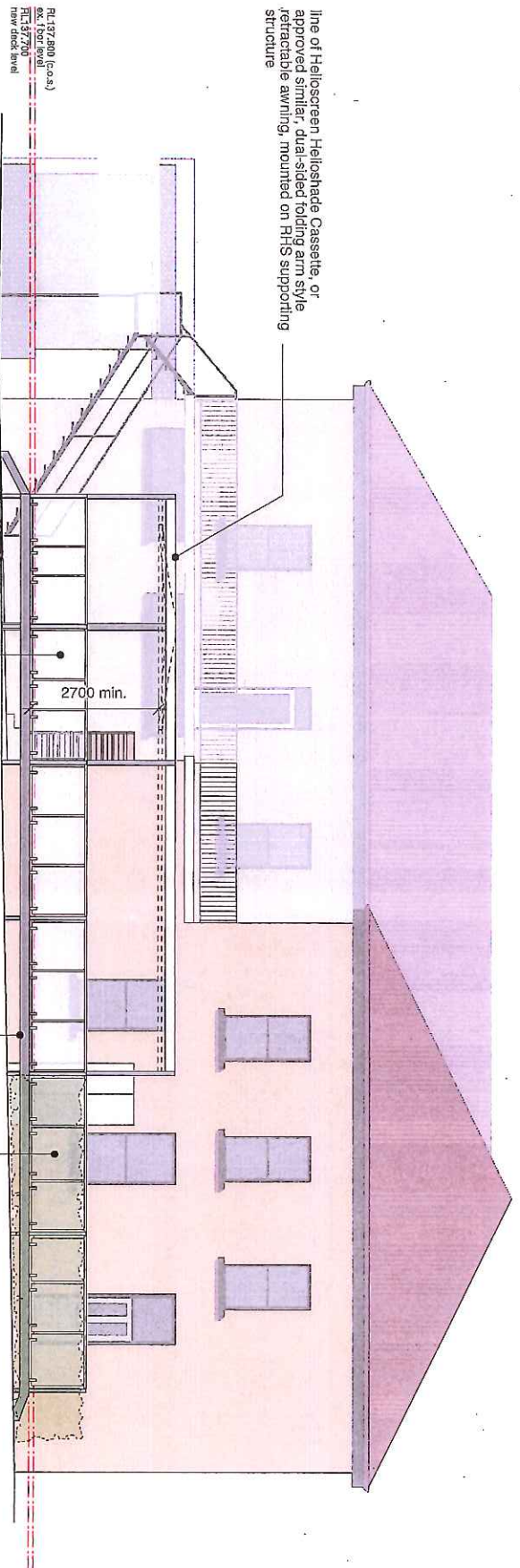
Proposee Floor Plan  
1:100 @ A3

<p><b>loop</b> architecture</p>			
<p>ST Georgia Street • Lunenburg 7250 Phone (08) 8581 8468 • Fax (08) 8534 3389</p> <p>Level 1 • 164 Macquarie Street • Hobart 7000 Phone (03) 8224 9504 • Fax (03) 8334 3339</p>		<p>Project <b>Country Club Hotel - New Deck</b></p>	
<p>Client <b>Country Club Hotel</b></p>			
<p>Title <b>Proposee Floor Plan</b></p>			
Scale	Date	Designed	Acc. No.
As Shown	March 2014	Tony	CS508 E
Project No.	Drawing No.	Issue No.	
1132	wd02	A	

notes:

- All dimensions in millimetres.
- Do not scale drawings dimensions as the order to commencement of any work or stop construction.
- All drawings shall be read in conjunction with special conditions and consultant details.
- All drawings shall be read in conjunction with the Building Code of Australia, Australian Standards, the special conditions and local authority by-laws and any discrepancies shall be referred to the Architect.

line of Helioscreen Helioshade Cassette, or approved similar, dual-sided folding arm style retractable awning, mounted on RHS supporting structure

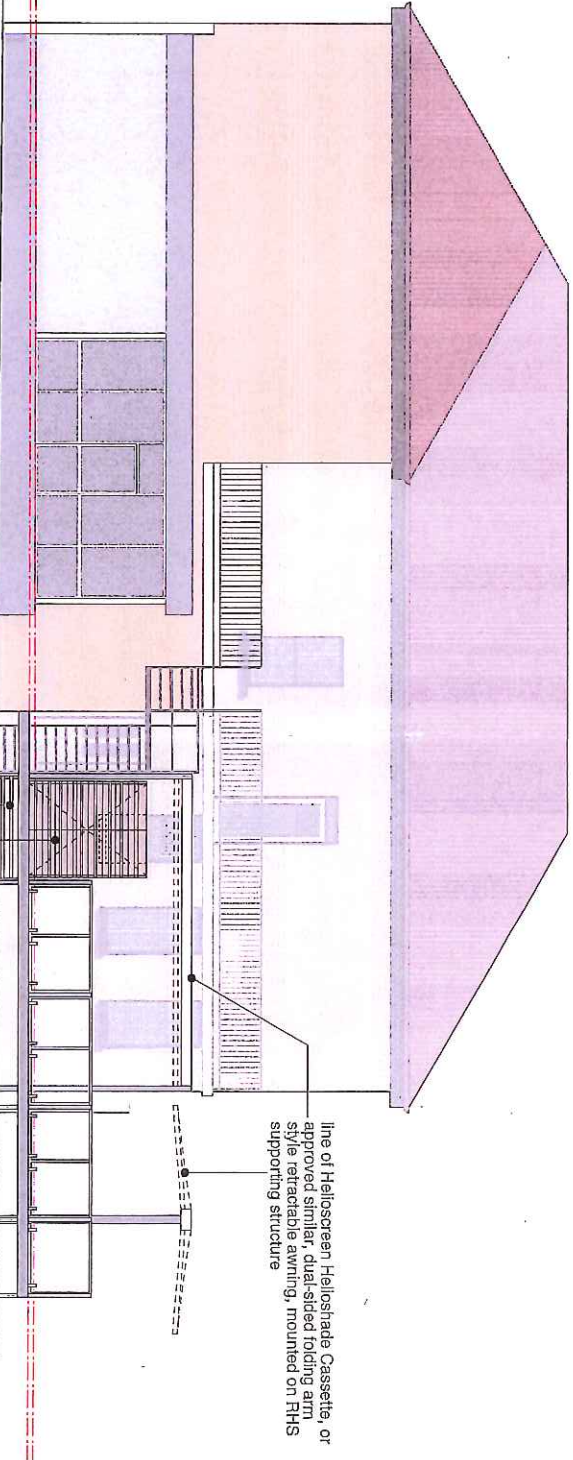


**North West Elevation**

1-287  
1:100 @ A3

**North East Elevation**

RL 137,800 (c.o.s)  
RL 137,700  
RL 137,700  
new deck level



1:100 @ A3

A	Drawings Issued for Building Approval	16082015
Rev No.	Revision	Date



57 George Street • Launceston 7250  
Phone (03) 6331 5493 • Fax (03) 6334 9339  
Level 1 • 164 Macquarie Street • Hobart 7000  
Phone (03) 6224 9504 • Fax (03) 6334 9339

Project  
**Country Club Hotel -  
May Deck**

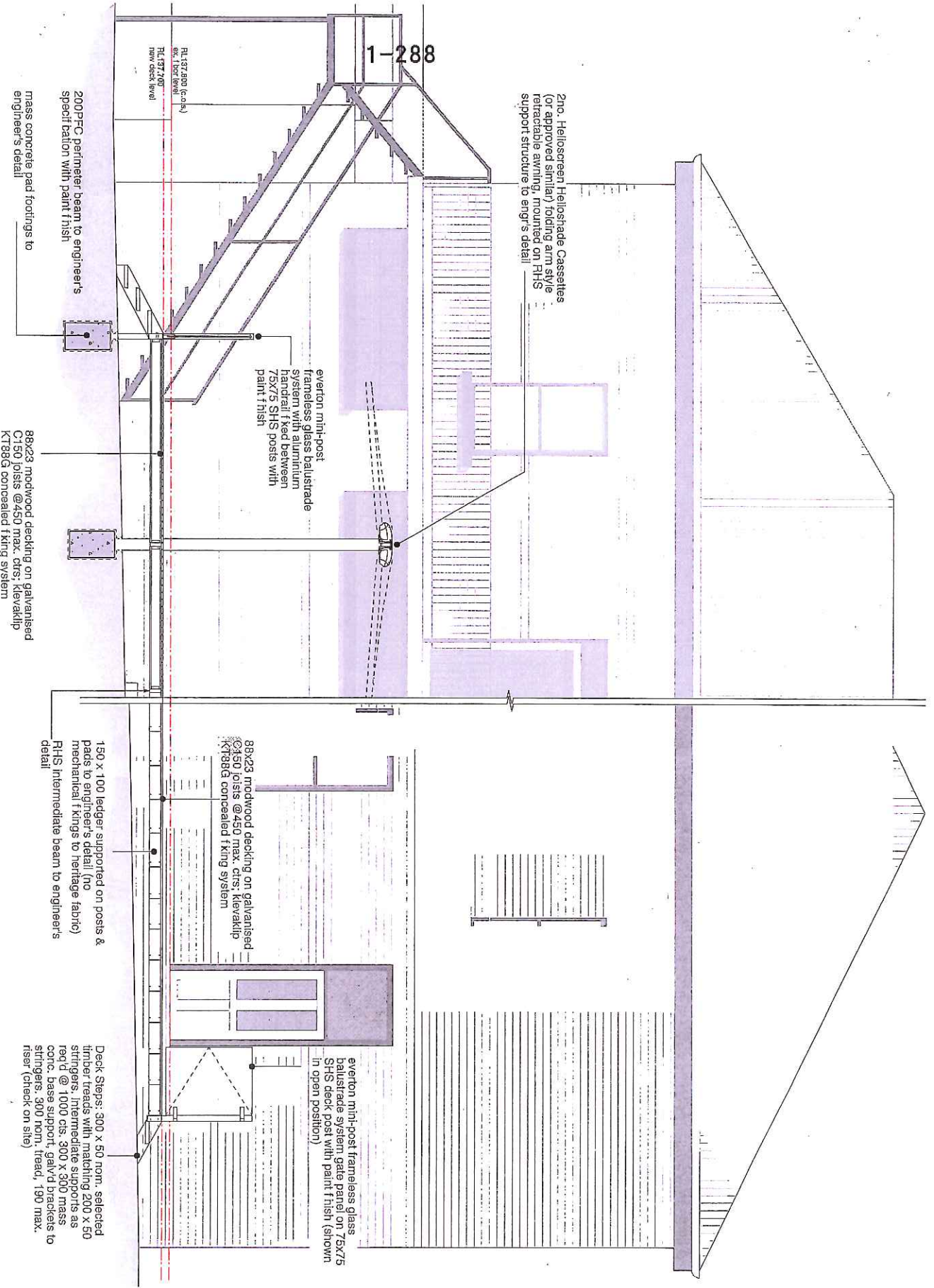
Client  
**Country Club Hotel**

Title  
**Propose Elevations**

Scale	Date	Designed	Acc. No.
As Shown	March 2014	Tony	CS303 E
Project No.	Drawing No.	Issue No.	
1132	wd03	A	

NOTES:

- All dimensions in millimetres.
- Do not scale drawings.
- Contractor to verify all dimensions on site prior to construction.
- All drawings shall be read in conjunction with special reports and consultants' details.
- Building Code of Australia, Australian Standards, the special balconies and local authority by-laws and
- Any discrepancies shall be referred to the Architect.



**Section AA 1:50 @ A3**  
NOTE: refer to engineer's drawings for footing & structural steel details.  
20mm clearance between deck structure and ex. building.  
No mechanical fixings into ex. heritage building fabric.

Project		Client	
Country Club Hotel - New Deck		Country Club Hotel	
Title		Section AA	
Scale	Date	Designed	Ass. No.
As Shown	March 2014	Tony	CC003 E
Project No.	Drawing No.	Issue No.	
1132	WD04	A	

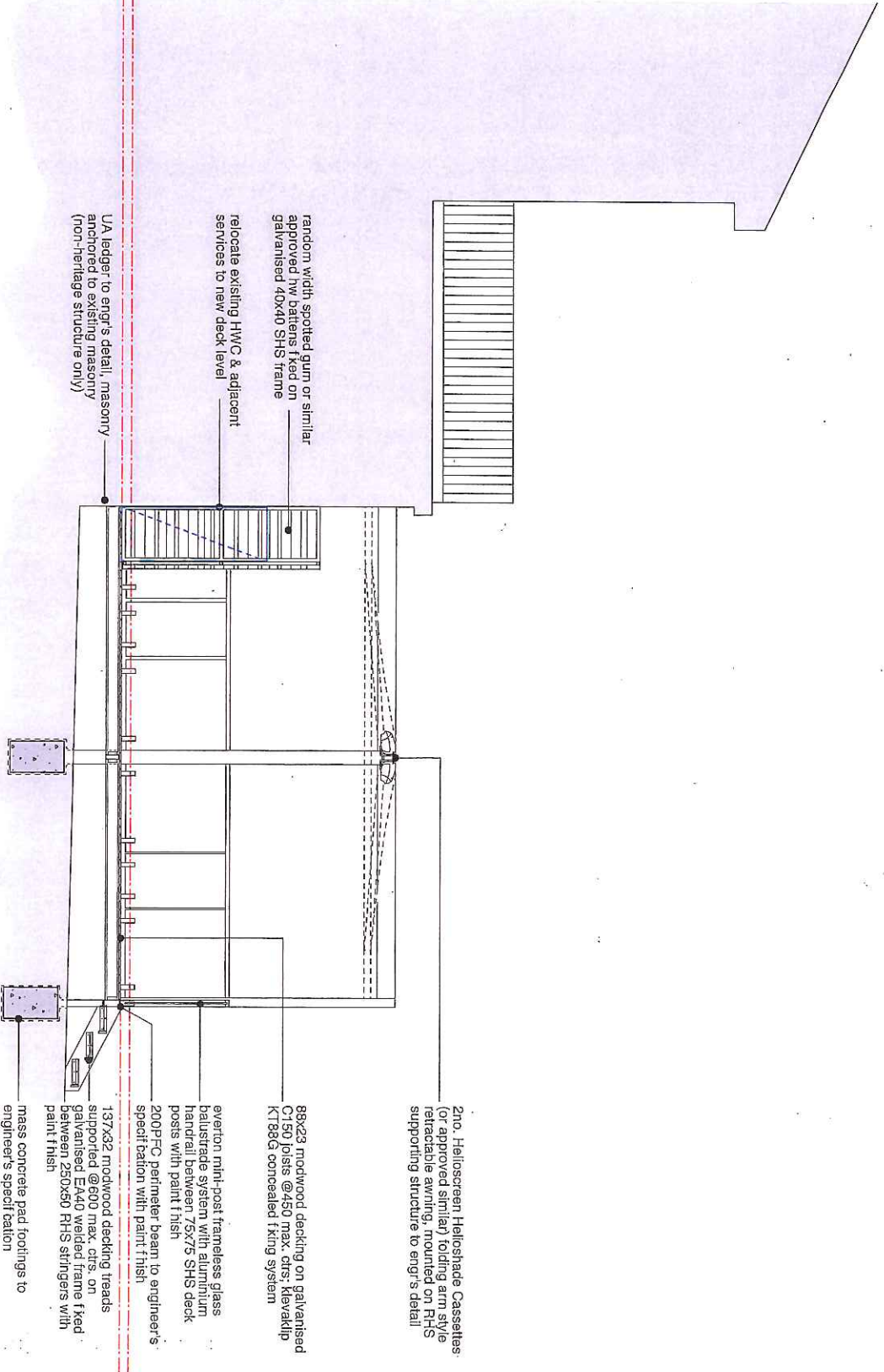
57 George Street • Launceston 7250  
Phone (03) 6531 8468 • Fax (03) 6534 5389  
Level 1 • 164 Macquarie Street • Hobart 7000  
Phone (03) 6224 9504 • Fax (03) 6934 3339

**loop**  
architecture

Rev/No. Revision Date

A Drawings issued for Building Approval 16/03/2015





**Section BB 1:50 @ A3**  
 NOTE: refer to engineer's drawings for structural steel and footing details.  
 20mm clearance between deck structure and ex. building.  
 No mechanical fixings into ex. heritage building fabric.

4  
 2  
 3  
 1  
 ORIENTATION OF ROOM ELEVATIONS  
 REFER IN WALL ELEVATIONS

NOTES:

- All dimensions in millimetres.
- Do not scale drawings.
- Dimensions on site refer to commencement of any work or shop drawings.
- All drawings shall be read in conjunction with the specification.
- All work carried out shall be in accordance with the Building Code of Australia, Australian Standards, specifications and local authority by-laws and
- Any discrepancies shall be referred to the Architect.

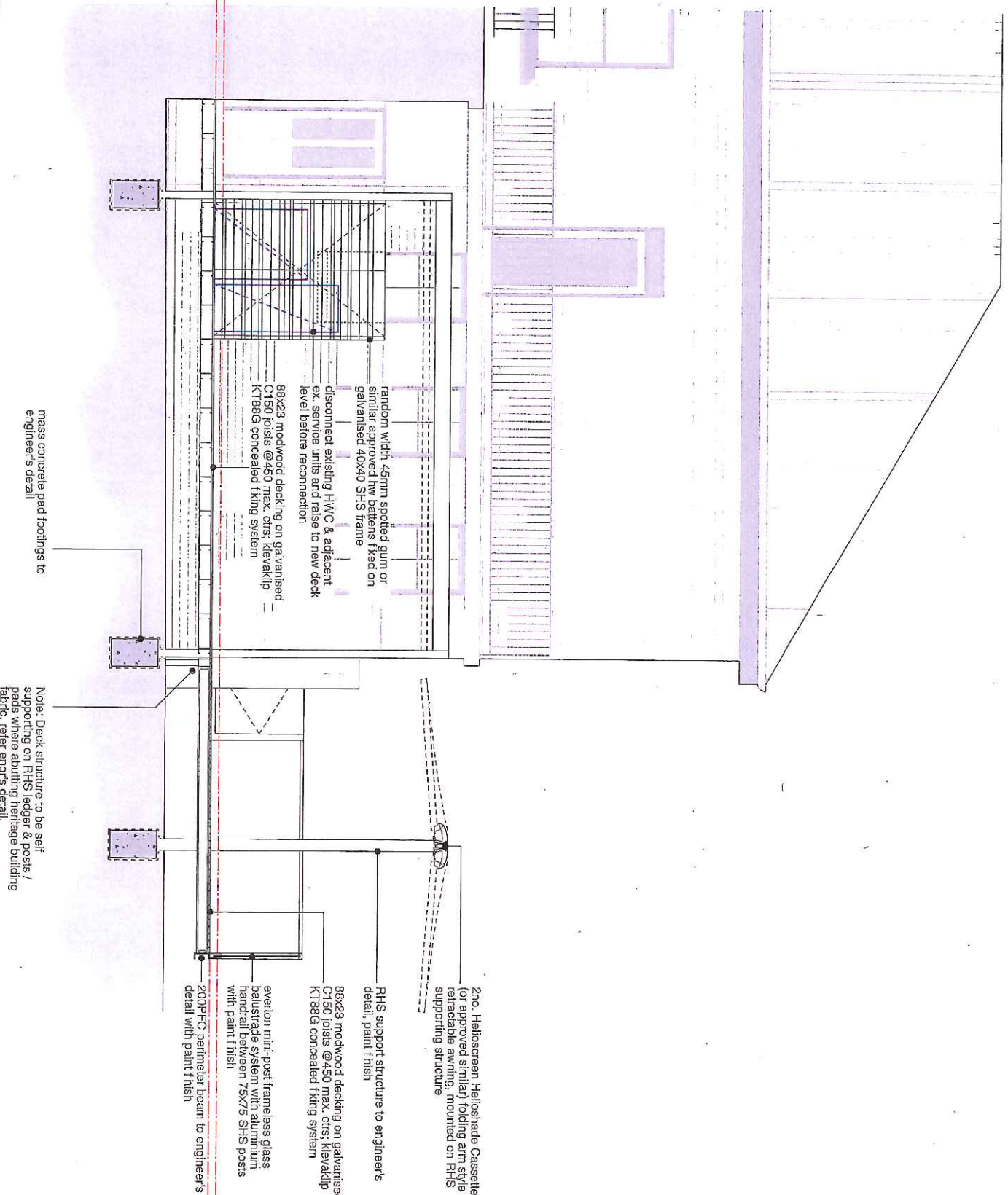
loop  
 architecture

57 George Street - Lambton 7250  
 Phone (03) 9531 9483 - Fax (03) 9534 5539  
 Level 1 - 164 Macquarie Street - Hobart 7000  
 Phone (03) 6224 9504 - Fax (03) 6334 3339

Project  
**Country Civil Hotel -  
 New Deck**

Client  
**Country Civil Hotel**

Title		Section BB	
Scale	Date	Designed	Acct. No.
As shown	March 2014	Tony	October E
Project No.	Drawing No.	Issue No.	
1132	WA05	A	



**Section CC** 1:50 @ A3  
 NOTE: refer to engineer's drawings for structural steel and footing details.  
 20mm clearance between deck structure and ex. building.  
 No mechanical fixings into ex. heritage building fabric.

**notes:**

- All dimensions in millimetres.
- Do not scale drawings
- Contractor to verify all dimensions on site prior to commencement of any work or shop drawings.
- All work carried out shall be in accordance with the specifications and consultants' details.
- All work shall be carried out in accordance with the specifications and local authority by-laws and regulations.
- Any discrepancies shall be referred to the Architect.

Rev No	Revision	Date
A	Drawings issued for Building Approval	

57 George Street • Laurieston 7250  
 Phone (03) 8331 8488 • Fax (03) 8334 3339  
 Level 1 • 164 Macquarie Street • Hobart 7000  
 Phone (03) 5221 5524 • Fax (03) 5224 5533

**Project**  
**Country Club Hotel -**  
**New Deck**

**Client**  
**Country Club Hotel**

**Title**  
**Section CC**

Scale	Date	Designed	App. No.
A3 Shown	March 2014	Tony	CC5093 E
Project No.	1132	Drawing No.	wd06
		Issue No.	A

## Heritage Design Statement

Proposed New Deck – Country Club Hotel  
9a Wellington Street, Longford

Ref: P15-241

In addition to the documentation already lodged, we submit for your reference our design statement in relation to matters outlined within F2.4 of the Planning Scheme.

### F2.4.1

The subject site is located on the corner of Wellington and Union Streets and, as such, has only two immediate neighbouring properties, which are located outside the heritage precinct.

This proposal, for an external deck and sunshades, has been designed to minimise adverse visual impact upon the streetscape and subject property. Significant views of the heritage building fabric from the northern section of Wellington Street are intended to remain relatively unaffected via appropriate setbacks of the proposed works from the street frontage in addition to incorporation of complimentary streetscape elements in the form of Box Hedge plantings and garden beds. Views from the southern portion of Wellington Street will remain unaffected.



*View along Wellington Street from the north*

### F2.4.2

The majority of appropriate adjacent development incorporates some degree of street-edge planting and is of simplistic design and translucent appearance. Proposed balustrading for this development is intended to be of a proprietary glass system, which is to incorporate a degree of transparency and allow uninterrupted visual access through the lower structure. Sunshade devices are also intended to be relatively anonymous when both closed and in use. These are to be of recessive colours to afford anonymity when viewed against the existing heritage building fabric. All proposed development is intended to occur within the height confines of the lower story and concentrated towards the rear portion of the subject property.

Unfortunately, some of the heritage streetscape within close proximity to the Country Club Hotel has been compromised by lesser virtuous examples of development. This proposal, however, is intended to provide some appropriately scaled transitional building elements between the abrupt 2 storey northern façade of the hotel and the adjacent car park & single-storey development beyond. The introduction of human activity to an otherwise underutilised portion of the property will also provide a positive contribution to the precinct.



*Some of the immediate streetscape heritage value has been degraded by previous development*

### F2.4.3

The immediate neighbouring property, although not of heritage significance and located outside the designated heritage precinct, has been designed to assimilate similar proportioned gable roof forms located within other regions of the streetscape. This building provides a significant edge to the Wellington Street frontage, which in turn conceals a large portion of this proposal.

Properties located immediately opposite are of limited / no heritage value and will remain unaffected by this proposal. There are some examples of street-edge planting, albeit of a contemporary nature, which are echoed within this proposal in a more contextual manner.



*Properties located immediately opposite the subject site*

In conclusion, the addition of external decking, translucent balustrading (partially concealed by box hedging) and retractable canvas / steel awning structures are considered to be compatible with similar building elements contained within the more populated retail portions of Wellington Street and a complimentary addition to the subject property and heritage precinct.

### Tony Purse AIA



Tasmanian Heritage Council

Tasmanian Heritage Council  
 GPO Box 618 Hobart Tasmania 7000  
 103 Macquarie St, Hobart Tasmania 7000  
 Tel: 1300 850 332  
 enquiries@heritage.tas.gov.au  
 www.heritage.tas.gov.au

PLANNING REF: P15-241  
 THC WORKS REF: #4839  
 REGISTERED PLACE NO: #5152  
 FILE NO: 06-99-00THC  
 APPLICANT: Loop Architecture Pty Ltd  
 DATE: 22 September 2015

## NOTICE OF HERITAGE DECISION

(*Historic Cultural Heritage Act 1995*)

The Place: Prince of Wales Hotel – Country Club Hotel, 9A Wellington Street, Longford.  
 Proposed Works: New deck and shade structures to the side and rear of the building.

Under section 39(6)(b) of the *Historic Cultural Heritage Act 1995* (the Act), the Heritage Council gives notice that it consents to the discretionary permit being granted in accordance with **Development Application P15-241, advertised on 02/09/2015** subject to the following conditions:

- 1. The new deck structure must be constructed in a manner that does not involve fixings into the heritage fabric.**

Reason for condition

Consistent with the note on drawing I132 wd04A, this is to ensure that the heritage fabric is not unnecessarily affected by the new work.

- 2. The portion of inset glazed balustrade towards the western side boundary (Wellington Street) must be screened with a 'box hedge' as shown in the endorsed plans. The hedge must be established and maintained as part of this permit, such that it screens the view of that part of the balustrade that would otherwise be seen from Wellington Street.**

Reason for condition

To ensure that the new balustrade will not visually intrude on the historic character of the registered heritage place as viewed from the street.

Please ensure the details of this notice, including conditions, are included in any permit issued, and forward a copy of the permit or decision of refusal to the Heritage Council for our records.

Please contact Mr Chris Bonner on 1300 850 332 if you require clarification of any matters contained in this notice.

A handwritten signature in purple ink, consisting of several fluid, overlapping strokes.

Ian Boersma  
**Works Manager – Heritage Tasmania**  
*Under delegation of the Tasmanian Heritage Council*

**From:** Dee Alty [mailto:dee.alty@gmail.com]

**Sent:** Friday, 11 September 2015 2:39 PM

**To:** NMC Planning

**Cc:** Amanda Mason

**Subject:** (DWS Doc No 831571) Country Club Planning application P15-241 Site: 9A Wellington St, Longford  
Proposal: Deck and awning at heritage-listed place

#### TO WHOM IT MAY CONCERN

The planning application regarding the extension on use of the Country Club in Longford does have a bearing on the streetscape of Wellington Street as well as having relevance to the quiet enjoyment to the surrounding residential areas.

Therefore, I would like to put in a request to the Planning Department on the conditions of approval to ensure that there is suitable landscaping around the whole of the hotel, to include some screening from the road and bottleshop, plus the reinstatement of the flowerbeds around the front and southern side of the hotel.

I would also request that the hours of operation be in keeping with the residential amenity of the area and that any sound should be restricted to normal opening hours, except on special permit occasions.

Finally I would request that there be sufficient parking on or adjacent to the site to be provided for patrons if any parking is being compromised by the development.

I seek this because the local district committee is attempting to develop a street-scape for the heritage area for Longford and believe this is a significant building at the start of the town. It is when new developments occur, it is the time to seek cooperation from property owners to help beautify our street-scape.

Thank you

Dee Alty

Member of the Longford Local District Committee but submitting as an individual

I understand that, although I am not personally materially affected by this development, as an individual I can submit comments on the development that can be taken into account when Council is deliberating on this application. Could you please advise if this is not so.

**Responses to representation 18/9/15**

*The planning application regarding the extension on use of the Country Club in Longford does have a bearing on the streetscape of Wellington Street as well as having relevance to the quiet enjoyment to the surrounding residential areas.*

**Agreed but not expected to increase impact upon residential areas, particularly due to it's location within a predominantly Commercial Precinct.**

*Therefore, I would like to put in a request to the Planning Department on the conditions of approval to ensure that there is suitable landscaping around the whole of the hotel, to include some screening from the road and bottleshop, plus the reinstatement of the flowerbeds around the front and southern side of the hotel.*

**Landscaping included within the proposal in response to discussions with THC in respect of the streetscape. Any works within the footpath zone would obviously need to be negotiated with NMC.**

*I would also request that the hours of operation be in keeping with the residential amenity of the area and that any sound should be restricted to normal opening hours, except on special permit occasions.*

**Usage is anticipated to be consistent with current Hotel hours of operation.**

*Finally I would request that there be sufficient parking on or adjacent to the site to be provided for patrons if any parking is being compromised by the development.*

**Existing parking conditions remain unaffected.**

*I seek this because the local district committee is attempting to develop a streetscape for the heritage area for Longford and believe this is a significant building at the start of the town. It is when new developments occur, it is the time to seek cooperation from property owners to help beautify our streetscape.*

**This proposal is intended to provide a positive contribution to the streetscape character of Longford via appropriate design initiatives, complimentary landscaping (as discussed with THC) and introduction of a degree of vibrancy through human activity to an otherwise barren & under-utilised portion of the Wellington Street precinct.**



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**NORTHERN MIDLANDS COUNCIL**

**REPORT FROM:** HERITAGE ADVISER, DAVID DENMAN  
**DATE:** 27-Aug-2015  
**REF NO:** P15-241; 113600.059  
**SITE:** Country Club Hotel, 9A Wellington Street,  
Longford  
**PROPOSAL:** Deck and awning at heritage-listed place  
**APPLICANT:** Loop Architecture Pty Ltd  
**REASON FOR REFERRAL:** HERITAGE PRECINCT  
HERITAGE-LISTED PLACE  
*Local Historic Heritage Code  
Heritage Precincts Specific Area Plan*

Do you have any objections to the proposal: **No**



David Denman (Heritage Adviser)  
Date: 27.8.2015

**Assessment against E13.0 (Local Historic Heritage Code)****E13.1 Purpose**

E13.1.1 *The purpose of this provision is to:*

- a) *protect and enhance the historic cultural heritage significance of local heritage places and heritage precincts; and*
- b) *encourage and facilitate the continued use of these items for beneficial purposes; and*
- c) *discourage the deterioration, demolition or removal of buildings and items of assessed heritage significance; and*
- d) *ensure that new use and development is undertaken in a manner that is sympathetic to, and does not detract from, the cultural significance of the land, buildings and items and their settings; and*
- e) *conserve specifically identified heritage places by allowing a use that otherwise may be prohibited if this will demonstratively assist in conserving that place*

**E13.2 Application of the Code**

E13.2.1 *This code applies to use or development of land that is:*

- a) *within a Heritage Precinct;*
- b) *a local heritage place;*
- c) *a place of identified archaeological significance.*

**E13.3 Use or Development Exempt from this Code**

E13.3.1 *The following use or development is exempt from this code:*

- a) *works required to comply with an Emergency Order issued under Section 162 of the Building Act 2000;*
- b) *electricity, optic fibre and telecommunication cables and gas lines to individual buildings which connect above ground or utilise existing service trenches;*
- c) *internal alterations to buildings if the interior is not included in the historic heritage significance of the place or precinct;*

**Comment:**

The subject site is within a *Heritage Precinct*.

The subject place is heritage listed.

**E13.5 Use Standards**

**E13.5.1 Alternative Use of heritage buildings**

Comment: N/a

**E13.6 Development Standards**

**E13.6.1 Demolition**

Comment: N/a

**E13.6.2 Subdivision and development density**

Comment: N/a

**E13.6.3 Site Cover**

<i>Objective: To ensure that site coverage is consistent with historic heritage significance of local heritage places and the ability to achieve management objectives within identified heritage precincts, if any.</i>	
<b>Acceptable Solutions</b>	<b>Performance Criteria</b>
A1 <i>Site coverage must be in accordance with the acceptable development criterion for site coverage within a precinct identified in Table E13.1: Heritage Precincts, if any.</i>	P1 <i>The site coverage must:</i> a) <i>be appropriate to maintaining the character and appearance of the building or place, and the appearance of adjacent buildings and the area; and</i> b) <i>not detract from meeting the management objectives of a precinct identified in Table E13.1: Heritage Precincts, if any.</i>

Comment: Satisfies the performance criteria.

**E13.6.4 Height and Bulk of Buildings**

<i>Objective: To ensure that the height and bulk of buildings are consistent with historic heritage significance of local heritage places and the ability to achieve management objectives within identified heritage precincts.</i>	
<b>Acceptable Solutions</b>	<b>Performance Criteria</b>
A1 <i>New building must be in accordance with the acceptable development criteria for heights of buildings or structures within a precinct identified in Table E13.1: Heritage Precincts, if any.</i>	P1.1 <i>The height and bulk of any proposed buildings must not adversely affect the importance, character and appearance of the building or place, and the appearance of adjacent buildings; and</i> P1.2 <i>Extensions proposed to the front or sides of an existing building must not detract from the historic heritage significance of the building; and</i> P1.3 <i>The height and bulk of any proposed buildings must not detract from meeting the management objectives of a precinct identified in Table E13.1: Heritage Precincts, if any.</i>

Comment: Satisfies the performance criteria.

**E13.6.5 Fences**

Comment: N/a

**E13.6.6 Roof Form and Materials**

*Objective: To ensure that roof form and materials are designed to be sympathetic to, and not detract from the historic heritage significance of local heritage places and the ability to achieve management objectives within identified heritage precincts.*

<b>Acceptable Solutions</b>	<b>Performance Criteria</b>
A1 Roof form and materials must be in accordance with the acceptable development criteria for roof form and materials within a precinct identified in Table E13.1: Heritage Precincts, if any.	P1 Roof form and materials for new buildings and structures must: <ul style="list-style-type: none"> <li>a) be sympathetic to the historic heritage significance, design and period of construction of the dominant existing buildings on the site; and</li> <li>b) not detract from meeting the management objectives of a precinct identified in Table E13.1: Heritage Precincts, if any.</li> </ul>

Comment: Satisfies the performance criteria.

**E13.6.7 Wall materials**

*Objective: To ensure that wall materials are designed to be sympathetic to, and not detract from the historic heritage significance of local heritage places and the ability to achieve management objectives within identified heritage precincts.*

<b>Acceptable Solutions</b>	<b>Performance Criteria</b>
A1 Wall materials must be in accordance with the acceptable development criteria for wall materials within a precinct identified in Table E13.1: Heritage Precincts, if any.	P1 Wall material for new buildings and structures must: <ul style="list-style-type: none"> <li>a) be complementary to wall materials of the dominant buildings on the site or in the precinct; and</li> <li>b) not detract from meeting the management objectives of a precinct identified in Table E13.1: Heritage Precincts, if any.</li> </ul>

Comment: Satisfies the performance criteria.

**E13.6.8 Siting of Buildings and Structures**

*Objective: To ensure that the siting of buildings, does not detract from the historic heritage significance of local heritage places and the ability to achieve management objectives within identified heritage precincts.*

<b>Acceptable Solutions</b>	<b>Performance Criteria</b>
A1 New buildings and structures must be in accordance with the acceptable development criteria for setbacks of buildings and structures to the road within a precinct identified in Table E13.1: Heritage Precincts, if any.	P1 The front setback for new buildings or structure must: <ul style="list-style-type: none"> <li>a) be consistent with the setback of surrounding buildings; and</li> <li>b) be set at a distance that does not detract from the historic heritage significance of the place; and</li> <li>c) not detract from meeting the management objectives of a precinct identified in Table E13.1: Heritage</li> </ul>