

Bishopsbourne Progress Association Inc.

General meeting of the B.P.A, Tuesday 8/12/ 2015 at the community centre.

1. **Present:** L. Ebbelaar, H&G McGee, M&V Taylor, A&D Byard, Chris Bushing, M. Polley, J. Reader.
2. **Apologies:** K. McGee, D&T Dobson
3. **Conformation of minutes:**
 Moved L. Ebbelaar , 2nd A. Byard, carried.
 Minutes from the 10/11/15
4. **Business rising:**
 - ANZAC - Neil Kearny is not available/ maybe Dennis Chilcott.
 - People still speeding though the town.
 - Church - lawn mowed - 11 people on site.
 - Parish church - Gordon has seen the balance of \$ 14,000 from B/bourne.
 - Motor home function was a good night.
5. **Financial Report:**
 - As presented total income for the month \$795.76
 expense \$462.03
 - Accounts to be passed Browns \$106.70
 Moved M. Polley 2nd. G.McGee. carried.
6. **Correspondence in:**
 - Mark Sheldon acknowledgement letter.
 - Hagley Lions thankyou letter.
 - Motor home feedback from the meals.
7. **Correspondence out:**
 - Nil
8. **General Business:**
 - Helen - the bottom tray is missing.
 - Andy got the Alcohol licence rules
 Clubs have no requirements, we have to have control of what goes on with the site.
 - we use our discretion with who has B.Y.O alcohol.
 - Fire extinguishers have been payed for and the fire blanket replaced.
 - M. Polley talked of the airport rates.
 - B.P.A to write to the local federal member. Motion: Write to Eric Hutchinson. Moved A. Byard 2nd G. McGee.
 - V. Taylor to see the council about emptying the skip bin.
 - Santa organized.
 - C. Bushing wanted a bill for the cricket hire.
 - G. McGee to contact D. Chilcott to speak at ANZAC day.
9. **Bookings:** Jan 30th , Feb 20th catering, Relay for life 15th Jan????? (I mixed this up I think.)
 - A. Byard 2nd Tuesday of February

Meeting Closed at 9.10

Signed:

chairman_____

Minutes of the meeting of the Ross Community Sports Club Inc.
held on Tuesday January 12th 2016 Clubrooms 7.00 p.m

PRESENT-: Pat & Pete Kirk, Karen Donlon, Owen & Sue Kay, Dennis Rule and Sally Langridge.

APOLOGIES-: M. Jones, Tania Woodard, Rose and Eddie Goss.

MINUTES -: 'Moved by Karen Donlon and seconded by Pat Kirk that the minutes be accepted.' CARRIED

FINANCIAL REPORTS -: 'Moved by Sue Kay and seconded by Dennis Rule that the Treasurer's Reports be accepted and that accounts be passed for payment.' CARRIED

CORRESPONDENCE -:

- IN - 1. NMC – Re pool hours to date.
2. NMC – Re audit of books.
3. Georgina Wallace – Thankyou and donation

'Moved by Pete Kirk and seconded by Pat Kirk.' CARRIED

GENERAL BUSINESS -:

Discussion on group using rodeo ground, over 4-5 days and wanting use of toilets and showers, 'Committee resolved to charge \$20 a day to cover costs.' Owen and Dennis to clean out old umpires room for them to use for their showers.

Ross Rodeo to be held on Saturday February 13th. As usual no charge from us, use of facilities and power etc. our donation to them.

Sally purchased two new cantilever umbrellas for shade at pool until decisions are made on when new fence is put up and we can work out where to put new shade areas.

Janella Lewis has volunteered to man kiosk and help clean at pool.

Committee purchased pots and plants and got Wendy Dwyer to do a framed collage of photos of Ross to give to Graeme and Pat Lewis in appreciation of their contribution to the Club over the years.

Pete kirk asked if we could get together and plan the kitchen at the Club rooms so we can get the dishwasher installed, resolved to do one Sunday afternoon which suits all.

Meeting closed at 7.40p.m.

Next meeting will be at the AGM at the Clubrooms when books come back from Council.

**MEETING OF THE LONGFORD LOCAL DISTRICT COMMITTEE 20 JANUARY
2016 HELD AT THE COUNCIL CHAMBERS AT 7.00 PM.**

1. **PRESENT:** Linus Grant (Chair) John Cauchi, Neil Tubb, Dee Alty and Sharin McCarthy
2. **IN ATTENDANCE:** Councillor Dick Adams
3. **APOLOGIES:** Amanda Mason (Exec.Officer) , Anthony Morehouse, Lesley McKenzie.
4. **RESIGNATION:** It was reported that Harry Galea had notified Ms Mason of his resignation.
5. **NEW MEMBER:** The chairman welcomed Sharin McCarthy to her first meeting.

6. MINUTES OF THE LAST MEETING

- 6.1 "That the minutes of the meeting of 4 November, 2015 be endorsed."

Moved: Neil Tubb/John Cauchi

CARRIED

- 6.2 "That the notes from the meeting of 2 December be endorsed"

Moved: John Cauchi/Neil Tubb

CARRIED

7. DECLARATION OF PECUNIARY INTEREST

No interest was declared.

8. NEW BUSINESS

- 8.1 Village Well Report

The Village Well final report was circulated to those who had not received it. A draft of the Traffic study conducted by MRCagney was also received.

Discussion ensued of the Village Well project. John Cauchi queried why some items had been marked as priority, in particular the mural wall suggestion, as he did not recall this being agreed at earlier meetings.

Dee Alty told the meeting that the LBTA, too, was critical of the failure of council officers to inform it how and when the Village Well Activation plan will be implemented. She then tabled a motion, passed at a meeting of the LBTA earlier that day, and for which the LBTA sought the LLDC's support.

It read:

That the General Manager meet with members of the three main Village Well project teams, representatives of the Longford Business and Tourism Association and the Longford Local District Committee as soon as possible to clarify the role of these bodies and how they relate to each other.

That Council note that the LBTA is not aware of an approval of the list of priorities set by Village Well and although the association has been through the report it would like to have its say in what the community wished to prioritise.

Therefore the LLDC ask that a meeting be organised so that community priorities can be set.

The Chairman said he shared members' frustrations and although he did not agree with the precise course of action, he invited discussion on the proposed motion.

It was subsequently moved Dee Alty/ Neil Tubb

CARRIED

8.2 Signage

It was understood that a report of the Council's Signage Committee meeting of 3 November would be available for the next meeting of LLDC on February 3.

8.3 Longford Traffic Study

As reported, a draft has been prepared as part of the Village Well report and Committee members will study the draft and discuss it at the next meeting.

8.4 Priority projects for 2016

Members were asked to bring a short list of priority projects to the next meeting.

There was also some discussion on the appearance of the roundabout at the entrance of Longford,. Councillor Adams said negotiations were underway between the Council and State Growth about upkeep of the roundabout. Further advice would be forthcoming when decisions had been made.

5.5 Australia Day

The Committee noted the details of Australia Day and Councillor Adams asked that members of the committee attend.

6. Next meeting

Next meeting will be held at the Council Chambers, Longford on 2 February 2016 at 7pm.

7. The Chairman closed the meeting at 7.35pm

AVOCA, ROYAL GEORGE & ROSSARDEN LOCAL DISTRICT COMMITTEE

Minutes of the Ordinary Meeting of the Avoca, Royal George & Rossarden Local District Committee held at the Avoca Community Centre on Thursday, 28 January 2016 commencing at 6.06pm

1 IN ATTENDANCE

Helen Reynolds (Acting Chair), Jacinta Allen, Dalija Wells, Tony Gee, Susanne Jones, Cr Mary Knowles, Des Jennings (General Manager), Gail Eacher (Executive Assistant)

Guests: Helen Richardson, Jane Mitchell, Leanne Phillips

2 APOLOGIES

Claudia Freeman, Shirley Freeman

3 CONFIRMATION OF MINUTES

Dalija Wells / Jacinta Allen

That the minutes of the meeting of the Avoca, Royal George and Rossarden Local District Committee held on Thursday, 24 September 2015 be confirmed as a true and correct record of proceedings.

Carried

The Committee noted that at the meeting of 26 November 2015 there was no quorum.

4 DECLARATION OF ANY PECUNIARY INTEREST BY A MEMBER OF A SPECIAL COMMITTEE OF COUNCIL

In accordance with the provisions of the *Local Government Act 1993*, a member of a Special Committee must not participate in any discussion or vote on any matter in respect to which the member:

- a) has an interest; or
- b) is aware or ought to be aware that a close associate has an interest.

A member has an interest in a matter if the matter was decided in a particular manner, receive or have an expectation of receiving or likely to receive a pecuniary benefit or pecuniary detriment.

5 BUSINESS ARISING FROM THE MINUTES

i) Monitoring Water Quality / Water Consumption

The Committee were notified that TasWater had advised that

- They would hold a community information session in the near future re the water pipeline supply from Fingal to Avoca
- Construction of a water pipeline is expected to be completed by the end of 2016.
- That the shade cloth on the shelter provided for the tank at the town hall would not be improved as it was a temporary supply.

TasWater provided no comment in relation to the provision of a hose fitting for the tank at the fire station.

ii) Rossarden issue - Vehicle wrecks

Noted that vehicle wrecks at the back of Baker Street houses and on the nature strip on the street frontage in Baker Street, Rossarden continue to be an issue.

The committee noted that removal of vehicles from private property would be at the discretion of property owners.

Information relating to the removal of vehicles has been provided to property owners by members of the Committee. Noted that some vehicles had been removed, however additional vehicles had also been parked.

Action

Council to write to Crown Lands to follow up in relation to any vehicles which have been abandoned on land owned by the Crown.

iii) 10 Year Plan

At the August meeting the 10 year plan list together with minor amendments was adopted. The list has been considered by Council officers and proposed actions listed.

Action

The Committee agreed to consider and prioritise the list at an extraordinary meeting.

v) Policing

Information re the laws governing the discharge of firearms to be provided to Council for inclusion in a future news item to be published.

Tasmania Police had been advised of meeting dates for 2016.

vi) Green Waste/Builders Rubble

a) At September meeting suggested that Council make provision for a once per month free green waste day at the tip as this may alleviate the need for Council to clean up green waste which has been illegally dumped.

b) Noted that the Tip operators were no longer accepting builder's rubble.

Action

a) *Matter to be included in 2016/17 Budget requests.*

b) *Matter to be investigated.*

vii) Footpath Program

Previously the committee had requested that details of Council's footpath programme be circulated to the membership.

Noted that no new footpaths were planned for Avoca, plan was for maintenance only.

vii) Affordable Housing

Recommendation of the Committee had been noted Council and would be investigate by council officers. The committee noted that were this to occur, it could lead to a boost in pupil numbers at the local school.

Noted that in order for a community to be considered suitable for affordable housing, the community is required to be serviced by online sewerage. This being the case Avoca would be considered ineligible.

6 PENDING ITEMS

i) Rossarden – Walks and Attractions

The Committee have previously requested that access be provided through Crown land to the Rossarden waterfall. GPS coordinates for the waterfall and access have been established by Council's Engineering Assistant.

Noted that Cr Knowles is working with NRM Officer, Monique Case, and Gary Cobb to progress this matter.

Action

Matter on hold.

ii) Road Closures/Improvements

At previous meetings the deterioration of those roads previously managed by Forestry

Tasmania and Gunns had been noted and discussed. The Committee requested Council consider liaising with Break O'Day Council in order to improve "forestry" roads so that tourist attractions, such as waterfalls, could be accessed.

Council had sent a letter to the Break O'Day Council providing in principle support for the upgrading of gravel forestry roads to waterfalls project as tabled at that meeting.

At 29 May meeting noted that Cr Knowles had been in contact with the State Government re this matter and, at 28 August 2014 meeting, the Committee were advised by Cr Knowles that at the recent meeting with the Premier at Council's Chambers, the matter had been discussed.

Action

Placed on hold pending funding opportunities/ ownership issues

iii) Rossarden sculpture

Designs to be considered, possibly mining themed. Eddie Freeman to provide design concepts.

Awaiting design concept of "miner" from Eddie Freeman.

Action

Matter on hold.

iv) RV Friendly Status

The Committee has previously requested that Council pursue RV Friendly status for Avoca.

Noted that an alternate site had been identified. However, should that site be developed overnight parking on the river bank would no longer be permitted, and that this may discourage stopping in Avoca. Need to consider whether to pursue the matter.

Noted that works associated with the preparation of a site would need to be considered in the 2016/17 municipal budget.

Agreed to place the matter on hold until such time as a full complement of members are in attendance at the meeting at which time a decision would be made on the course of action to be taken.

Action

Matter on hold.

7 CUSTOMER REQUESTS

The following requests have been issued – update to be provided:

Requesting Date	Customer Request	Report	Status
2/3/2015	Request of rubbish at football field and river	Rubbish is being dumped at football field between railway line and river on river's edge, needs to be removed. (Request resubmitted).	Indicated that CR complete, however, garden waste, plastics, still not removed.
2/3/2015	Request for road works	Request for road works on road between Rossarden and Rossarden, however, request for road works on Rossarden - waterfalls area.	Completed.
4/3/2015	Fixed Sign - Storey Creek Road	The Committee noted that a road sign was lying on the grass on Storey Creek Road in close proximity to Avoca.	GasPool notified. Committee noted that the height limitation sign for the rail bridge had still not been re-erected.
4/3/2015	Request for road works	Request for road works on road between Rossarden and Rossarden.	Completed.
4/3/2015	Request for road works	The request for road works on road between Rossarden and Rossarden, however, request for road works on Rossarden - waterfalls area.	Completed.

Meeting Date	Customer Request	Detail	Status
9/2015	Ruins at Walter Street Rossarden	House in Walter Street burned down some time ago. Council to please pursue clean up of the property.	Compliance matter being pursued.
9/2015	Barbecues at St Pauls River Recreation area	Requested that the old barbecues at St Paul's river be removed and that an adequate fire pit be installed.	Requires formal decision to be made by committee when full membership complement present.
9/2015	Directional sign – dog exercise area	Requested that a sign be installed at Boucher Park directing dog owners to the St Pauls River recreation area to exercise dogs.	Not a designated dog area, therefore signage is not to be erected.
9/2015	Doggy Bag Dispensers	Requested that an alternative design doggy bag dispenser be sourced and utilised as some difficulties are encountered in accessing the bags if the bags are not protruding from the dispenser.	alternative dispensers have been sourced for next time we order
9/2015	Open Drain on Falmouth Street Avoca – environmental concerns	Noted that there is a stench emanating from the open drain on the lower side of Falmouth Street (opposite the junction of Churchill St – on no through road section). Appears to be grey water with perhaps oil / paint content.	At time of visits by EHO no evidence of contaminants. Drain to be sprayed and cleaned out so that the situation can be monitored.
11/2015	Dead wallabies on walking track	Wallabies have been shot and left on the walking track near the old railway station, can the carcasses be removed?	Carcasses removed.
11/2015	Tree fallen into Creek at Rossarden	An old tree has fallen into the creek close to the bridge at the Avoca entrance to Rossarden. Can this be removed – concerns that may cause issues if there are heavy rains.	On Works list. To be considered when next in the area.
11/2015	Constant running water cnr Falmouth/ Blenheim Streets	Water is constantly running on the north/eastern corner of Falmouth and Blenheim Streets. Is this Council or TasWater issue?	Matter referred to TasWater.
11/2015	Waste and Recycling collection	Re previous enquiries, waste and recycling appear to be collected simultaneously and mixed. Conflicting stories provided by different drivers. Council need to establish process, and whether the waste and recycling are being dealt with appropriately.	Waste collection observed by officer, nothing untoward detected. Complete.
1/2016	Vehicle access to the St Pauls River at Royal George	Noted that there had previously been vehicle access to the St Pauls River at Royal George, which was now restricted by boulders. May be useful to provide access so that the Fire Service could access and residents would be able to access the water source for domestic use.	
1/2016	Boucher Park – Cenotaph Lighting	Cenotaph light out of order. Requested that the light at the cenotaph be repaired or preferably replaced with a light flush to the ground (which also provides lighting for the exercise equipment). Preferably prior to ANZAC day.	
1/2016	Roadworks in Avoca	Committee requested information in relation to road/infrastructure works currently being undertaken in Avoca.	
1/2016	Boucher Park & St Pauls River recreation area	Requested that additional bins be provided for waste, as bins are oft overflowing.	
1/2016	Animal carcasses on Council roads	Committee requested information in relation to the removal of animal carcasses (road kill) from Council roads	
1/2016	Newspaper article re Animals on the road	Requested Council place an item in the local newspapers requesting road users to slow down and be aware of the wildlife on the roads.	
1/2016	Signage - Animals on the road	Requested that signage be erected on State and Council roads warning road users to be aware of the wildlife on the roads.	
1/2016	Broom Plants & Pine tree on Road verge	Broom (and possibly pine tree sapling) growing on road verge between frontage of town hall and Esk Highway needs to be removed.	

8 ASSOCIATION REPORTS**i) AMIC**

- Funding received to create sporting history display/exhibition, expected to be held last quarter of 2016
- Working with Max Employment – additional employee
- Fundraising continuing.

ii) Rossarden & Friends Kids Xmas Group

- Function held, catered for 138 children and their families – great day.

iii) Rossarden Museum

- Monthly Darts Calcutta fundraiser to be held at Union Hotel Avoca on 12/2.

9 NEW BUSINESS**i) 2016 Meeting Calendar**

The Committee noted the following dates for the 2016 monthly meetings of the Committee. The meetings to be held on the last Thursday of alternate months at 6.00pm, as follows:

- 28 January
- 31 March (note Easter is 25-28/3)
- 26 May
- 28 July
- 29 September
- 24 November

ii) Keep Australia Beautiful

Correspondence noted.

iii) Sergeant Lewis McGee – Plinth at Ross – Anniversary of VC 04/10/2017

Correspondence received from Dept of Premier and Cabinet noted. Ross Local District Committee to consider correspondence on 2 February. Committee queried if 2 allocations of funds would be available for Sgt McGee given that he was born in the Ross/Campbell Town area and enlisted in Avoca. Matter to be considered further in conjunction with Ross LDC.

iv) New Membership

Noted that at the December 2015 Council meeting, Council accepted the nomination and appointed Susanne Jones as a member of the Local District Committee.

Noted that an advertisement had been placed in the Examiner seeking nominations for selected committees.

10 CLOSURE & NEXT MEETING

The Chairperson closed the meeting at 7.25pm.

The next meeting to be held on Thursday, 31 March 2016 at the Avoca Community Centre commencing at 6.00pm.

MINUTES

Cov 4(3)(v)

MEETING OF THE CAMPBELL TOWN DISTRICT FORUM HELD IN THE UPSTAIRS MEETING ROOM AT THE TOWN HALL, CAMPBELL TOWN ON TUESDAY, 2 FEBRUARY 2016 COMMENCING AT 9:30AM

1 PRESENT

Mrs Jill Clarke, Mrs Jill Davis, Mrs Judith Lyne, Ms Sally Hills, Mr John Ashman, Mr Bevis Perkins ESM, Mr Michael Roach, Mrs Debbie Thomas

2 IN ATTENDANCE

Miss Amanda Mason (Executive Officer)

3 APOLOGIES

Mayor David Downie, Cr Leisa Gordon, Mr Des Jennings (General Manager), Mr Owen Diefenbach, Mrs Laura Double OAM

4 DECLARATION OF ANY PECUNIARY INTEREST BY A MEMBER OF A SPECIAL COMMITTEE OF COUNCIL.

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- a) has an interest; or
- b) is aware or ought to be aware that a close associate has an interest.

A member has an interest in a matter if the matter was decided in a particular manner, receive or have an expectation of receiving or likely to receive a pecuniary benefit or pecuniary detriment.

Nil interests declared.

5 CONFIRMATION OF MINUTES

Mr John Ashman/Mr Michael Roach

That the minutes of the meeting of the Campbell Town District Forum held on Tuesday, 1 December 2015 be confirmed as a true and correct record of proceedings.

Carried unanimously

6 BUSINESS ARISING FROM THE MINUTES**6.1 Campbell Town War Memorial Oval**

Motion of the Campbell Town District Forum of 1 December 2015 that the War Memorial / Cenotaph remain at the Campbell Town War Memorial Oval was noted by Council at its meeting of 14 December 2015.

Council at its 14 December 2015 Council meeting accepted in principle a report regarding the Campbell Town War Memorial Oval and has approved Council officers to seek external funding for the development, and a business plan for the proposal.

The Forum noted there was expected correspondence to be received from the ANZAC Day Committee regarding the War Memorial Oval, following the meeting of the committee on 2 February 2016.

6.2 Valentine Park Signage

Signage erected prior to Christmas.

The Chairperson congratulated the committee members involved in the collation of the information for the Valentine Park Information Panels and requested Mayor Downie be asked to formally unveil the signs.

Action

Miss Mason to ask Mayor Downie to unveil the signs.

6.3 Motions to Council

Meeting of 19 October 2015: Min Ref 287/15	Northern Midlands Council note and investigate the following recommendations of the Campbell Town District Forum	That the signs for the museum are re-hung so they are more visible for passing cars. <i>Awaiting update from Works Department</i>
		That council investigates Blackburn Park's suitability for free overnight camping for self contained vehicles and opportunities for relocation. <i>Report to be presented to Council's February 2016 Council meeting.</i>
		That Council investigate installation of BBQs in Valentine Park. <i>Awaiting update from Works Department</i>
Meeting of 1 December 2015 Min. Ref. 363/15	Northern Midlands Council note and investigate the following recommendations of the Campbell Town District Forum	That Council enquire with State Growth regarding the installation of signs on the Midland Highway for drivers to turn headlights on. <i>This motion was lost at the Council meeting of 14 December 2015 and will not be pursued further.</i>
		Northern Midlands Council note the following recommendations of the Campbell Town District Forum
		That the War Memorial / Cenotaph remains at the War Memorial Oval at Campbell Town. <i>This motion was noted by Council at its meeting of 14 December 2015.</i>
	Northern Midlands Council note and investigate the following recommendations of the Campbell Town District Forum	That Council write to Redline and request the bus stop at the designated bus shelter on High Street, Campbell Town. <i>Preliminary investigations indicated the location where the bus shelter is situated was not a designated bus stop. Council with the Department of State Growth has arranged for signage to be erected at the shelter making it a designated bus stop between 7:00am and 7:30am. Letter has been sent to Redline seeking their agreement to stop at the designated area.</i>

7 MATTERS IN PROGRESS**7.1 Campbell Town Traffic Management Strategy and Entrance Statements**

Brief is being prepared by Council for the review of the Campbell Town main street area (from the Harold Gatty memorial to the Red Bridge), incorporating traffic and linkages between recreational areas.

Brief has been provided to the Department of State Growth for comment. Awaiting their response.

It was requested by the Committee that the southern entrance of Campbell Town be incorporated into the streetscape brief.

Ms Sally Hills/ Mr John Ashman

That Campbell Town be considered next for entrance statement designs.

Carried unanimously

7.2 Works / Infrastructure items

Item	Status	Action
Macquarie Road	In progress.	Ongoing
Clock face	Covers replaced on clock face.	Complete
Pump house	It is noted Council has allocated funding to repair the pump house (but not refurbish), time frame requested.	On Works schedule

8 GENERAL BUSINESS**8.1 Water restrictions**

Forum to note that Campbell Town has been on Stage 1 Water Restrictions since 13 January 2016. TasWater is continuing to monitor water levels and updates will be provided by TasWater and Council as they become available.

It was noted Lake Leake water level has risen after the recent rain.

8.2 Free Wi-Fi

Forum to note that the State Government in partnership with Telstra will deliver free Wi-Fi in 47 locations around Tasmania, including Campbell Town. The Wi-Fi hotspot will be deployed at the site of a Telstra payphone located at 99 High Street, Campbell Town. It is expected to be live by February 2016.

8.3 2016 Meeting Schedule

1 March 2016 at 9:30am	2 August 2016 at 9:30am
5 April 2016 at 9:30am	6 September 2016 at 9:30am
3 May 2016 at 9:30am	4 October 2016 at 9:30am
7 June 2016 at 9:30am	1 November 2016 at 9:30am
5 July 2016 at 9:30am	6 December 2016 at 9:30am

Ms Sally Hills/ Mr John Ashman

That the Forum endorse the proposed meeting schedule for 2016.

Carried unanimously

8.4 Planning Applications

The Forum noted the Planning Applications that had been submitted in January and circulated to the Forum for information.

8.5 Playground equipment in Valentine Park

It was suggested that the playground equipment in Valentine Park be upgraded and/or expanded, incorporating some shade cover (for sun/rain).

Action

To be listed on Strategic Plan for 2016/17 budget requests.

8.6 Pine trees adjacent to Town Hall**Mr John Ashman/Mrs Judith Lyne**

That the pine trees outside the Campbell Town Hall be removed due to fire hazard and replaced with a tree suitable for growing next to a building, which are then included in an ongoing maintenance program.

Carried unanimously

8.7 Signage**8.7.1 Lions Park****Mr John Ashman/Mr Michael Roach**

That the "No Camping" sign in the Lions Park be reinstalled.

Lost

Voting for the motion: Mr Bevis Perkins, Mr John Ashman, Mr Michael Roach

Voting against the motion: Mrs Jill Clarke, Mrs Jill Davis, Ms Sally Hills, Mrs Debbie Thomas, Mrs Judith Lyne

8.7.2 Museum

It was requested that a blue information sign be installed at the southern entrance to Campbell Town, as is at the northern entrance.

8.7.3 Old and faded signage

It was requested that the Lions Park sign at the corner of the Esplanade be removed/replaced.

8.7.4 Signage

An enquiry was made as to whether signage within the municipality that advertises services no longer offered can be requested to be removed (on private land).

8.7.5 Public toilets

It was requested that signage advertising the public toilets be installed in Chinese.

Actions

Miss Mason to issue customer requests and follow up as required.

8.8 Building/compliance issues

An enquiry was made as to action that can be taken by Council to enforce property owners to tidy up their property.

An enquiry was made for inspection of suspected illegal building works.

Actions

Miss Mason to follow up accordingly.

8.9 Customer requests

- Please cut the tree down that is growing up past the Red Bridge and will eventually cause damage to the bridge.
- Please check the tree on the corner of William and East Streets for safety after two limbs fell out at Christmas.
- Please check the tree on the Esplanade where a limb fell out during the rain.
- Please check the pip connection at the Campbell Town Guide Hall which is broken.
- Please clear the weeds on the footpath between High and King Streets.

Actions

Miss Mason to issue customer requests.

8.10 Strategic Plan

The Chairperson requested the Forum consider items for listing on the Campbell Town District Forum Strategic Plan for discussion at next meeting.

8.11 Elizabeth Macquarie Irrigation Trust

Mrs Debbie Hills/Mrs Judith Lyne

Mr Michael Roach be nominated to attend meetings of the Elizabeth Macquarie Irrigation Trust (EMIT) and provide information back to the Campbell Town District Forum, and Mr Roach delegate to another member of the Forum in the event he is unavailable to attend an EMIT meeting.

Carried unanimously

9 CLOSURE

Chairperson closed meeting at 10:43 am.

Next meeting to be held on **1 March 2016** at the Town Hall, upstairs meeting room.

Planning Application Delegated Decisions - January

Note: these are published in the monthly Northern Midlands Council meeting agenda/minutes.

P15-233	Demolition & replacement of carport (heritage-listed place in heritage precinct) - retrospective	146 High Street, Campbell Town	Kel Clark Drafting Service	38	D
P15-248	Shed (retrospective) - heritage precinct	6 Forster Street, Campbell Town	C L Morrison	39	D

1-16
EVANDALE ADVISORY COMMITTEE
ORDINARY MEETING MINUTES
2 FEBRUARY 2016 AT 7.30PM

Gov 4(2)(vi)

1 ATTENDANCE

Mr J Lewis (Chairperson), Mr R von Bibra, Mrs H Houghton, Mrs K Heathcote, Mr P Page, Mr S Baldock, Mr C Plaisted

In Attendance:

Cr M Knowles, Mr D Jennings (General Manager), Mrs G Eacher (Secretary)

2 APOLOGIES

Cr J Lambert

3 CONFIRMATION OF MINUTES

R von Bibra/K Heathcote

That the minutes of the meeting of the Evandale Advisory Committee held on Tuesday, 3 November 2015, be confirmed as a true and correct record of proceedings.

Carried

4 DECLARATION OF ANY PECUNIARY INTEREST BY A MEMBER OF A SPECIAL COMMITTEE OF COUNCIL

In accordance with the provisions of the *Local Government Act 1993*, Part 5, S48A – S56, a member of a Special Committee must not participate in any discussion or vote on any matter in respect to which the member:

- a) has an interest; or
- b) is aware or ought to be aware that a close associate has an interest.

A member has an interest in a matter if the matter was decided in a particular manner, receive or have an expectation of receiving or likely to receive a pecuniary benefit or pecuniary detriment.

* *It should be noted that any person declaring on interest is required to notify the general manager, in writing, of the details of any interest declared within 7 days of the declaration.*

5 BUSINESS ARISING FROM THE MINUTES

i) Honeysuckle Banks

a) Masterplan

Following consultation with a number of stakeholders, a Master Plan has been placed on exhibition until end February with comment being sought, the Master Plan was circulated to the committee.

The Committee previously commented:

- in relation to the Intra-Town Trail/Bikeway Study:
 - 2.2 (High Street - Leighlands Road intersection) & 2.3 (Leighlands Road intersection to bridge access way) of the plan - implemented.
 - 2.6 (Additional new link between High Street and bridge access way) - needs to be investigated
- need nice BBQ's installed.

Noted that in relation to 2.6 above, that plans show that a walkway exists; and that should the need arise, Council could have the property surveyed; and that, should Council not hold the title for the walkway, if Council paid the out of pocket expenses, Mr Page would undertake a title search on the land.

b) Signage

Signage at the reserve, as follows, had been placed on hold pending consideration in conjunction with the master plan:

- story board – to be erected at entrance – text for story board researched, information provided. Tasmanian Aboriginal Centre to be consulted. Story board to incorporate Aboriginal and European history.

- additional signage to be erected on ~~16/17~~ providing community information (details of facilities) – community centre, camping facilities, amenities, etc.

The Committee provided the following comment in relation to the Master Plan:

- that the furniture throughout the area be standardised; and
- that the story board signage be incorporated into the Master Plan.

ii) Clarendon House

Noted

- that signage had been installed at various locations, but was inadequate, as it made reference to Clarendon (not Clarendon House) and that the location of signs were not located so as to better inform tourists of the closures (at brown tourist sign locations).
- Information Centre staff were still receiving complaints from visitors in relation to the closure/signage.

iii) Volunteer Registration

The committee was reminded that all members were required to complete volunteer registration forms and that some forms were still outstanding.

iv) Concerns with Hawthorn Hedge & Infrastructure – Falls Park, Evandale

The committee were advised that a risk assessment had been undertaken and it had been determined that the hedge was required to be removed; if it were to be replaced, that it would need to be in line with the existing trees. A new 1.8m wide footpath would be constructed behind the hydro poles, with a separation from the kerb and gutter. In the interim the existing footpath had been made safe by removing a section of the hedge and constructing a footpath diversion around the rear of the hydro pole.

The committee considered and made the following comment in relation to the report/minute 294/15 tabled at the 19 October Council meeting:

- the relocation of the hydro poles be investigated;
- that a hawthorn hedge be maintained at the frontage of Falls Park and, if the hedge is to be removed and a new hedge planted, that the hedge (in the new location) be planted as soon as possible in order to establish the hedge prior to the removal of the existing hedge.

R von Bibra/P Page

That Council investigate the feasibility of having the hydro poles moved.

Carried 5/2

Voting for the motion: J Lewis, R von Bibra, H Houghton, P Page, S Baldock

Voting against the motion: K Heathcote, C Plaisted

6 CUSTOMER REQUESTS/ACTION ITEMS

i) Task List

Date	Item	Description	Comment/ Action Taken
07/10/14	Signage – Memorial Hall / Medical centre	Query whether existing signage on opposite side of High St is to be removed (redundant) and whether curb/culvert head also needs to be painted yellow	Signage removed.
03/02/15	Water/ fire Hydrants	Signage and maintenance of water/fire hydrants needs to be undertaken. Committee requested that Council ensure that triangle roadmarkings are also painted	TasWater advised that painting of fire hydrants and road markings would be undertaken. Council following up with TasWater re the timeline.
7/7/15	Rodgers Lane at entrance to Pioneer Park	TasWater water leak repaired – surface requires repair.	Surface required to be left to dry out. Further requests submitted to TasWater to undertake repairs.
4/8/15	Repairs to solar lighting in walkways	Saddlers Court walkway & Berresford Reserve/Arthur Street walkway	Complete
1/9/15	Pioneer Park	New tables and chairs now installed, old tables/chairs in BBQ shelter need some attention.	Included in works list. Committee requested that refurb be undertaken prior to April 2016.
3/11/15	Replacement/ removal of dead tree	Requested that a dead tree in the row of trees at the entrance to Evandale, in the vicinity of the water tower be removed/ replaced.	Removed 22/12.

Date	Item	Description	Comment/ Action Taken
2/2/16	New lawn at frontage of Mural @ Memorial Hall	The new lawn planted at the frontage of the mural needs weeding and mowing.	
2/2/16	Installation of signs at doggy bag dispensers	Where the doggy bag dispensers are located, signs be installed reminding owners to pick up after their dogs.	
2/12/16	Watering system – trees on Cambock Lane	Noted that the trees on Cambock Lane were no longer being watered via the watering system.	

P Page/S Baldock
That Council serve notice on Taswater to repair the pavement surface, at the site of the water leak, forthwith.

Carried

Voting for the motion: J Lewis, R von Bibra, H Houghton, P Page, S Baldock, K Heathcote

Voting against the motion: C Plaisted

7 COMMUNITY GROUP REPORTS

i) Rotary Club

- No report received.
- Noted that the Australia Day barbecue had been held.

ii) Community Centre/ Memorial Hall

- Eftpos machine installed at Community Centre – sales improved in as a result of the availability of Eftpos.
- 18/9 the Blessing of the Convict Bonnets will be held in Evandale, commencing 10am. To be held as part of a world wide event calendar (event being held in conjunction with churches and history society).

iii) Neighbourhood Watch

- Next meeting to be held 18/2.
- End of year held at Prince of Wales Hotel
- NW assisting Tas Police and erecting mobile signs and talking to motorists, reinforcing the existing no parking areas outside Falls Park on market days.

H Houghton/R von Bibra

That the reports from community group representatives be received.

Carried

8 PENDING ITEMS

i) Evandale Main Road

The following queries raised in relation to Evandale Main Road are on hold pending the upgrade of Evandale Main Road.

Date	Description	Comment/ Action Taken
1/04/14 & 5/08/14	Council requested to liaise with DIER re reconstruction of Evandale Main Road.	On hold - Noted that DSG to further consider speed limits on completion of airport upgrade. Awaiting outcome of discussions with DSG and Pitt & Sherry.
1/07/14	Breadalbane roundabout: Additional road markings on accesses to Breadalbane roundabout from Old Hobart Road and Launceston (Midland Highway)	On hold - Committee requested further consideration be given to installation of line markings to provide a left turn lane on Old Hobart Road AND that arrows be included to define the two lanes at the entrance to the roundabout from the Launceston aspect of the Midland Highway.

ii) Heritage Brick Walls

In relation to the repair of wall/s at Buffalo Park, the Committee to be advised of outcome when information released by Council.

9 NEW BUSINESS

i) Membership

Noted that

- at the December 2015 Council meeting, ~~Touh~~ had accepted the nomination and appointed Craig Plaisted as a member of the Advisory Committee; and
- nominations were being called to fill extraordinary vacancies on committees.

ii) Keep Australia Beautiful

Correspondence was noted.

iii) 2016 Meeting Calendar

The Committee to note the following dates for the 2016 monthly meetings of the Committee. The meetings to be held on the first Tuesday of the month at 7.30pm, as follows:

- 2 February
- 1 March
- 5 April
- 3 May
- 7 June
- 5 July
- 2 August
- 6 September
- 4 October
- 1 November
- 6 December

iv) Australia Day/Volunteer Recognition

Committee members noted that no background was provided relating to the recipients of the Volunteer Recognition Awards at the recent Australia Day celebrations, and requested that this be incorporated into future events.

v) 2016 Evandale Improvements

Committee members agreed to meet on Tuesday 9 February at 11.30am to discuss/commence compilation of their 2016 Evandale Improvements list.

vi) Community Grants

The committee noted that there were currently FRRR grants up to \$5,000 (closing 24/3) and Tas Community Fund grants (closing 16/3) available. Suggested that application could be made for such funding to commence Honeysuckle Banks project.

10 CLOSURE & NEXT MEETING

Chairman closed meeting at 9.05pm.

The next meeting to be held Tuesday, 1 March 2016, commencing at 7.30pm.

MINUTES

Gov 4(2)(vii)

MEETING OF THE ROSS LOCAL DISTRICT COMMITTEE HELD AT THE READING ROOM, ROSS ON WEDNESDAY, 3 FEBRUARY 2016 COMMENCING AT 3:01 PM**1 PRESENT**

Mrs Christine Robinson (Chair), Mrs Fiona Doe, Mr Arthur Thorpe, Ms Helen McQuade, Mr Keith Draper, Mrs Debra Cadogan-Cowper, Mr Herbert Johnson, Ms Noelene Brown, Mr Allan Cameron

2 IN ATTENDANCE

Cr Mary Knowles, Miss Amanda Mason (Executive Officer), Mr Wayne Chellis (Works & Infrastructure Manager), Mr Leigh McCullagh (Works Supervisor),

3 APOLOGIES

Cr Andrew Calvert, Mr Des Jennings (General Manager), Mrs Jill Bennett

4 DECLARATION OF ANY PECUNIARY INTEREST BY A MEMBER OF A SPECIAL COMMITTEE OF COUNCIL

In accordance with the provisions of the *Local Government Act 1993*, Part 5, S48A – S56, a member of a Special Committee must not participate in any discussion or vote on any matter in respect to which the member:

- a) has an interest; or
- b) is aware or ought to be aware that a close associate has an interest.

A member has an interest in a matter if the matter was decided in a particular manner, receive or have an expectation of receiving or likely to receive a pecuniary benefit or pecuniary detriment.

**It should be noted that any person declaring an interest is required to notify the General Manager, in writing, of the details of any interest declared within 7 days of the declaration.*

Nil declared.

6 CONFIRMATION OF MINUTES

Mr Arthur Thorpe/Mr Keith Draper

*That the minutes of the meeting of the Ross Local District Committee held on **Wednesday, 2 December 2015** be confirmed as a true and correct record of proceedings.*

Carried unanimously

6 BUSINESS ARISING FROM THE MINUTES**6.1 Bus Shelter**

The motion of the Ross Local District Committee at its meeting of 2 December 2015 “that Council erect a bus shelter behind the Ross Town Hall and retain the Bus Only sign at its present location” was noted for investigation by Council at its meeting of 14 December 2015.

The Committee to note and discuss correspondence received from Ross resident suggesting the Tasmanian Wool Centre allow student/s to wait under their awning, eliminating the need for a bus shelter.

The Committee noted the correspondence and that the suggestion to use the awning of the Ross Wool Centre as a bus shelter could cause difficulty for two reasons; a) the shelter is not in front of the bus stop, and b) there would not be public liability insurance.

6.2 Minutes of Ross Local District Committee meetings

It was noted at the last meeting that the unconfirmed minutes of the Ross Local District Committee are tabled at the Council meeting immediately following the RLDC Meeting. The purpose of this is to enable any motions of the Ross Local District Committee to be received by Council and progressed by Officers. Should there be an amendment to the minutes once they are confirmed this is noted again in the following Council meeting agenda. It was further noted there had been a misquote of the Ross Local District Committee meeting minutes in a Council report. The relevant department manager was advised of this.

The Committee requested that the information be forwarded to Council.

6.3 Railway in Ross

Committee to note the fire hazards were cleared prior to Christmas.

It was requested that a request be submitted to TasRail to spray the briers.

6.4 Cumbungi

A request was submitted to the Department of Primary Industries Water & Environment requesting the cumbungi weed in the Macquarie River be sprayed in February.

Mr Chellis advised that Council sprays the cumbungi in the section of the Macquarie River between the Ross Bridge and the weir.

6.5 Rabbits

Request has been made to the Department of Primary Industries Water & Environment to release the calicivirus in Ross in 2016, providing adequate notice to residents to allow for domestic rabbit vaccination.

It was noted there are a number of warrens near the Pump Station. Mr Chellis to inspect to determine whether Council can do anything.

7 MATTERS IN PROGRESS

7.1 Motions to Council

Motion (17/02/2015): *The Ross Local District Committee request the Northern Midlands Council to have all cats registered is being investigated by Council officers.*

Update:

Committee to note excerpt from the Local Government Association of Tasmania newsletter on cat management:

The Tasmanian Government is committed to developing a Tasmanian Cat Management Plan to outline ways that cats can be better managed across the State. Issues that are being examined include domestic and feral cats, roles and responsibilities, and identifying the necessary public and private resources to achieve effective outcomes. To inform the development of a plan, a Reference Group, a feral cat working group and a socialised cats working group have been established. The two working groups have met on a number of occasions to identify the key issues to be included in the management plan. LGAT is represented on each of these groups. A

facilitated workshop with the Reference Group will be held next week, with the aim of gaining in-principle support for the issues and proposed recommendations. Once this is achieved and the Minister is comfortable, a draft plan will be developed and a formal public consultation process will be undertaken. This is likely to occur in the first six months of 2016.

Motion (05/05/2015): *That the Ross Canon be included on the heritage listing in the Northern Midlands Council Planning Scheme* was noted by Council at its meeting of 18 May 2015 for investigation by Council and has been referred to the Planning Department to be included in next amendment to the Northern Midlands Planning Scheme.

Update:

Time frame is dependent on finalisation of Interim Scheme. Approx. 12 months.

Motion (05/05/2015): *That Council investigate the possibility of offering a subsidy for returning bottles/can/drink bottles* was noted by Council at its meeting of 18 May 2015 and has been referred to Northern Regional Waste Management committee.

Update:

No further action to be taken by Northern Midlands Council.

Motion (07/10/2015): *That the Badajos Street and Boulevard railway crossings be widened to allow for traffic to pass simultaneously* was noted for investigation by Council at its meeting of 19 October 2015.

Update:

To be considered as part of future capital works program.

Motion (02/12/2015): *That Council pay for an acoustics engineer to assess the Ross Town Hall.*

Update:

Quotes sought, awaiting response.

7.2 Cannon

Quotes have been received for cost of wheels. To be progressed.

7.3 Ross Entrance Statement

State Growth will give approval for the northern entrance to Ross. Awaiting further discussion regarding the southern entrance.

7.4 Ross Public Toilet

On Works schedule to be completed.

7.5 Information sign for businesses

A co-operative arrangement between business owners is the recommended approach for a business information sign in Ross. To be discussed by the Committee.

Action

Members of the committee to canvas businesses within the town and seek interest.

Discuss with Evandale businesses as to the cost.

Approach the Hub Group and advise them of proposed project.

8 NEW BUSINESS

8.1 White Weed

“White weed” a Zone A weed has been identified in Ross. Council’s Works Department have been notified to spray. Community awareness information is also to be circulated to residents to make them aware of the weed and how to eradicate it.

It was noted that the TFGA are not aware of this.

Action

Miss Mason to advise Ms Case notify TFGA.

8.2 Memorial Plinth – Sergeant Lewis McGee VC

Committee to discuss correspondence from the Department of Premier & Cabinet regarding the commemoration of Victoria Cross recipients and Centenary of ANZAC Grant Program funding.

Action

Mr Draper to raise with the RSL.

8.3 National Heritage Listing for Ross Bridge

Mrs Robinson tabled a letter from Mr Kim Peart.

Mr Keith Draper/Mr Arthur Thorpe

That the Ross Local District Committee provide a letter of support to Mr Kim Peart regarding an application for nomination of the Ross Bridge for National heritage listing.

Carried unanimously

8.4 Planning

A request was received from the Chairperson for the following:

- a) For a copy of the town zoning plans showing overlays.

A copy of the plan has been circulated with the Agenda.

- b) That the Local District Committee and any property owner affected by zoning changes be notified in writing.

Pursuant to the Land Use Planning & Approvals Act if a draft amendment relating to a particular parcel of land notice is given to the occupier and the adjoining property owners of that land. It is Council practice to notify the Local District Committee of the effected town also.

- c) That adjoining property owners be notified of building applications.

*To clarify, a **planning** application is to be submitted for development on land. Pursuant to the Land Use Planning & Approvals Act adjoining property owners are notified of the planning application unless it is a permitted use. Once planning approval is received a **building** permit can be issued.*

The Ross Local District Committee expressed the view that there have been instances where the Ross Local District Committee and relevant property owners have not been notified as per the Land Use Planning & Approvals Act, or Council policy.

Discussion was had in respect to real estate agents advertising land as zoned incorrectly – eg. residential when it is rural resource. Mrs Brown pursuing this in her personal capacity.

8.5 Council's tree maintenance program

Inspections commenced on Monday last week. Previous advice was that inspections would occur last winter, this was postponed until this year.

It was noted by Mrs Doe that the new ash trees on Bond Street have been damaged by rabbits.

It was further noted the pittosporum trees near the detention pond are impacting the elms.

Action

Mrs Doe and Mr Chellis to discuss further.

8.6 Meeting schedule for 2016

3 February at 3:00pm	6 July at 3:00pm
2 March at 3:00pm	3 August at 3:00pm
6 April at 3:00pm	7 September at 3:00pm
4 May at 3:00pm	5 October at 3:00pm
1 June at 3:00pm	2 November at 3:00pm
	7 December at 3:00pm

The Committee endorsed the attached meeting schedule for 2016.

Mr Draper applied for leave of absence for May, June and July 2016.

8.7 2016/17 Budget requests

Information to be circulated to the Committee on the budget process and fund allocation for Ross.

It was noted this information is to be prepared by the Corporate Services Manager for the next meeting.

Committee to submit suggestions for 2016/17 Council budget considerations and prioritise these in the March meetings for submission to Council:

- Standardised directional signage for heritage walk -
- Painting of Town Hall and Supper Room
- Create access to lower level at Tacky Bridge (steps/path)
- Street scaping of western end of High Street and the Esplanade, including parking for small tourist buses and improving traffic flow to the Motel and Caravan Park
- Upgrade of footpath from Bridge Street to Portugal Street
- Upgrade Tasman Street so it connects with Waterloo Street
- Upgrade surface of Waterloo Street (between Bridge and Wellington Streets)
- Replacement of asphalt footpath surfaces (more information to be provided)

It was noted that works on the Esplanade will be listed for budget consideration.

8.8 Recent heavy rain

It was noted by the Committee that several drains require clearing after the recent storms. Mr Chellis and Mr McCullagh requested that any blockages/issues be reported and exact locations, eg street numbers be provided.

8.9 Project Champion – Longford

The Committee noted the recent advertisement for a Project Champion in Longford. It was advised this position was advertised as a result of a decision of Council on 18 January 2016, to coordinate and implement an activation plan from a recent study done for Longford.

The Committee was encouraged to make the request of Council to implement studies/recommendations of studies for Ross.

8.10 Works/Planning matters

- It was noted that the new pavers on Church Street installed as access to the rubbish bin are being obscured and the issue of compaction is occurring again next to the pavers.

Mr Chellis to inspect.

- Concerns were again raised regarding illegal signage in Ross not being policed/enforced.
- Mr Chellis advised the committee there is a plan to upgrade the streets of Ross over a ten year period. This was supported by the Committee.
- A discussion was had in relation to “untidy” properties in Ross. It was advised there is very little Council can do unless the property is a fire hazard, health risk or constitutes an unsightly article, or rubbish. The difficulty is arguing what an “unsightly article, or rubbish” is as this is a matter of perception.

Council will not issue abatement notices because a property is untidy.

Committee members are encouraged to report such issues through the Council Customer Request process either online or by phoning reception. These will then be investigated by Council’s Compliance Officer.

Mr Chellis and Mr McCullagh left the meeting at 4:41pm.

8.11 Church fence

Mr Draper reported the Church had been unsuccessful in obtaining funding for the repair to the Church Fence. It was noted that Council has Special Project funding annually.

Action

Miss Mason to provide criteria to Mr Draper.

8.12 Tacky Bridge

It was noted by the Committee that any proposal for upgrade to footpaths/access to the Tacky Bridge would need State Growth approval.

8.13 Wifi in Ross

It was noted the State Government in partnership with Telstra is looking at installing free Wifi in Ross.

8.14 Elizabeth Macquarie Irrigation Trust

It was noted by the Committee that there is an opportunity for a member of the Ross Local District Committee to attend meetings of the Elizabeth Macquarie Irrigation Trust (EMIT) to observe.

It was resolved Mrs Robinson would attend the EMIT meetings.

8.15 Ross water supply

The Chairperson tabled an email from resident regarding water availability in Ross, proposing the pump shed be reinstated to allow pumping from the Macquarie River.

The proposal was discussed and the Committee was not agreeable to the proposal.

Action

Mrs Robinson to prepare response to resident.

9 NEXT MEETING/CLOSURE

Next meeting to be held **2 March 2016 at 3:00pm.**

The Chair closed the meeting at 4:55 pm.

MINUTES

Gov 4(2)(viii)

MEETING OF THE LONGFORD LOCAL DISTRICT COMMITTEE HELD AT THE COUNCIL CHAMBERS, SMITH STREET, LONGFORD ON WEDNESDAY, 3 FEBRUARY 2016, COMMENCING AT 7:00 PM

1. PRESENT

Mr Linus Grant, Mr John Cauchi, Ms Dee Alty, Mrs Sharin McCarthy, Mr Neil Tubb, Mrs Lesley McKenzie (7:03pm)

2. IN ATTENDANCE

Cr Dick Adams, Mr Des Jennings (General Manager), Miss Amanda Mason (Executive Officer)

3. APOLOGIES

Nil.

4. DECLARATION OF PECUNIARY INTEREST

Nil.

5. CONFIRMATION OF MINUTES

Ms Dee Alty/Mr John Cauchi

That the minutes of the meeting of the Longford Local District Committee of 20 January 2016 be confirmed as a true and correct record.

Carried unanimously

6. BUSINESS ARISING FROM MINUTES

6.1 Signage

Council's signage committee met on Tuesday, 3 November 2015 and signage on Illawarra Road was listed for discussion. The attached sign has been provided to State Roads for approval, replacing the current brown signs that are bent and faded (refer to signage report). State Roads are to propose suitable locations – awaiting response.

Enquiry was made as to whether or not Council has a Signage Code. It was noted there are provisions in the Planning Scheme for signage and there are some policies for signage. It has been raised by Councillor Adams that a Signage Code be looked at by the Signage Committee.

6.2 Heritage

Ms Alty enquired in the November meeting if there is a statewide heritage planning scheme. The proposed Tasmanian Planning Scheme, State Planning Provisions include a Local Historic Heritage Code. The draft State Provisions are expected to be on public exhibition in February.

Action

Miss Mason to notify the Committee when Local Heritage Code is available.

6.3 Longford Placemaking Strategy/Visitor Appeal Study Activation Plan

The Committee to note Council is advertising for a Project Champion to coordinate and lead the implementation of the Activation Plan.

Mr Grant invited the General Manager to provide an update on the Visitor Appeal Study Activation Plan.

- Council considered the report at the January Council meeting and adopted it in principle and authorised the appointment of a Project Champion.
- That position has been advertised.
- Once the Project Champion is appointed the Activation Groups can come together to prioritise the recommendations in the Strategy. Noting that not all recommendations may be supported.
- The three groups will communicate with the Longford Local District Committee and the Longford Business & Tourism Association (noting some members sit on more than one of these committees/groups), to seek their input/feedback.
- The focus is on page 28 of the Strategy and the “early wins” that can be achieved.
- Once the recommendations have been prioritised this will be reported to Council for approval.
- The appointment of the Project Champion will be based on the job specification prepared by Council’s HR department, and the usual process for employment of a staff member will be followed.

The Committee noted the information provided by Mr Jennings.

It was suggested Mr Jennings speak to the Longford Business & Tourism Association to relay the information provided above.

Actions

[Ms Alty to invite Mr Jennings to address the Longford Business & Tourism Association.](#)

7. GENERAL BUSINESS

7.1 Longford Planning Applications

Nil.

7.2 Destination Play Space

Committee to note the decision of Council of 18 January 2016:

[That Council allocate \\$250,000 for Stage 1 of the Kompan Icon Play Space and Contemporary Playground to be installed on Longford Village Green in 2016/17 and the balance of the allocation to be considered as part of the 2017/18 budget deliberations.](#)

It was noted the above is a decision of Council and this project was pursued as a project suggested through the Longford Visitor Appeal Study.

7.3 Promotion of Longford Motor Racing History

Committee to note that Miss Mason was contacted late in 2015 regarding creation of a storyboard on Illawarra Road regarding Longford's racing history. Committee to discuss.

Action

Miss Mason to make enquiries as to where existing Motor Racing History Board previously located at the Brown's carpark is, and follow up with interested resident.

7.4 Meeting agenda for 2016

3 February
2 March
6 April
4 May
1 June
6 July
3 August
7 September
5 October
2 November
7 December

The Committee endorsed the above meeting schedule and resolved to meet at 5:30pm.

7.5 Longford Equestrian Association

Committee to note the Longford Equestrian Association has been formed and is intending to bring a major equestrian event to Longford this year.

7.6 Traffic Study

The Committee discussed the Traffic Study prepared by MRCagney and noted the following items that were not addressed:

- Proposed change in the speed limit of Wellington St from 60 km/hr to 50 km/hr.
- An identified truck route through Longford.
- A load limit for Woolmers Lane.

Ms Dee Alty/Mr John Cauchi

That the Longford Local District Committee has expressed its dissatisfaction with the report by MRCagney in that it did not properly address all of the traffic issues identified by the Longford Local District Committee regarding the amenity of the town in not recommending any changes and the committee will make further recommendations to Council.

Carried unanimously

8. NEXT MEETING:

Next meeting to be held at the Council Chambers, Longford on **2 March 2016 at 5:30pm.**

9. CLOSURE

The Chairman closed the meeting at 8:15 pm.

MOTIONS OF THE LONGFORD LOCAL DISTRICT COMMITTEE
2013-2015 TERM
Still outstanding

DATE	MOVE/SECOND	MOTION	STATUS
1 May 2013	Robert Henney/Dee Aley	That this priority project for the Longford LDC for the 2013/14 Budget is the rehabilitation and development of the Stokes Park precinct.	Council decision: Mr Hen 26/6/15 That the management meet with Mr Stokes to discuss the concept plan. The management be authorized to seek comment on the previously prepared concept plans for Stokes Park. All the comments received be used as a basis for amending the concept plans and then presented to Council at a Workshop by the host. That be considered as part of the concept plans.
5 November 2013	Robert Henney/John Cahill	That the fence line between the caravan park and Carna Park be planted with hedges.	On the works schedule to be fenced in March.
4 June 2014	Dee Aley / John Cahill	The Committee recommends to Council that the system of signage in Longford be simplified and made coherent by: a) being in sympathy with the entrance to the town; b) being in sympathy with the historic precinct and social vitality of the town; c) removing outdated signs and d) signs be grouped in the colour and text according to the category of the sign.	Discussions have been had with State Growth and agreed to remove the faded and inert brown signs and replaced with one information sign on a site to be determined by State Growth.
5 December 2014	Mr Robert Henley/Mr Dee Aley	That the Longford Local District Committee agrees with the principles of simplification of the signage system within Longford and that the standard white signs with black print be maintained outside of the heritage precinct area, and the heritage street signs be kept within the heritage area.	No changes required.
6 May 2015	Dee Aley/Mr John Mearns	That the Longford Local District Committee recommends Council develop a system of unadorned signage incorporating a style guide consistent with state requirements.	Referred to Council signage committee.
5 May 2015	Mr Paul Weaver/Mr Neil Tuohy	The Longford Local District Committee recommends Council establish a bilateral agreement with State Growth for the maintenance of the appearance and condition of the roundabout and its surroundings.	Discussions with State Growth regarding entrance to Longford in progress.

PAGE 3 WORKS PROGRESS REPORT CAPITAL		9-Feb-16		POSITION		POSITION		POSITION		POSITION					
IMPROVEMENTS TO	LOCATION	ALLOC FUNDS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	SUPERVISOR
CAPITAL WORKS BUILDINGS															
Hall Improvements	Evandale	\$ 20,000													
Carpet Replacement Units	Murray Street Evandale	\$ 5,000													
Upgrade Unit	Murray Street Evandale														
Community Centre Toilet Upgrade	Evandale - Included in PBI														
Caravan Park Amenities Improvements	Longford - Included in PBI														
Town Hall Paint Exterior & Improvements	Longford	\$ 25,000													
Office Improvements	Longford	\$ 50,000													
Public Toilets - Baby Change	Longford - Included in PBI														
War Memorial Hall Floor Improvements	Longford	\$ 50,000													
Sports Centre Renovations / Upgrade	Longford	\$ 10,000													
Hall Acoustics Improvements	Longford	\$ 15,000													
Depot Improvements	Longford / Campbell Town	\$ 30,000													
Public Toilet Improvements	Rossarden	\$ 3,000													
Public Toilet Replacement	Ross	\$ 150,000													

POSITION = FIRST WEEK POSITION SECOND WEEK
 POSITION = THIRD WEEK POSITION FOURTH WEEK
 EACH / = ONE WEEK
 / INDICATES WEEK & MONTH CAPITAL WORKS TO BE CARRIED OUT

PAGE 4
WORKS PROGRESS REPORT
CAPITAL

9-Feb-16

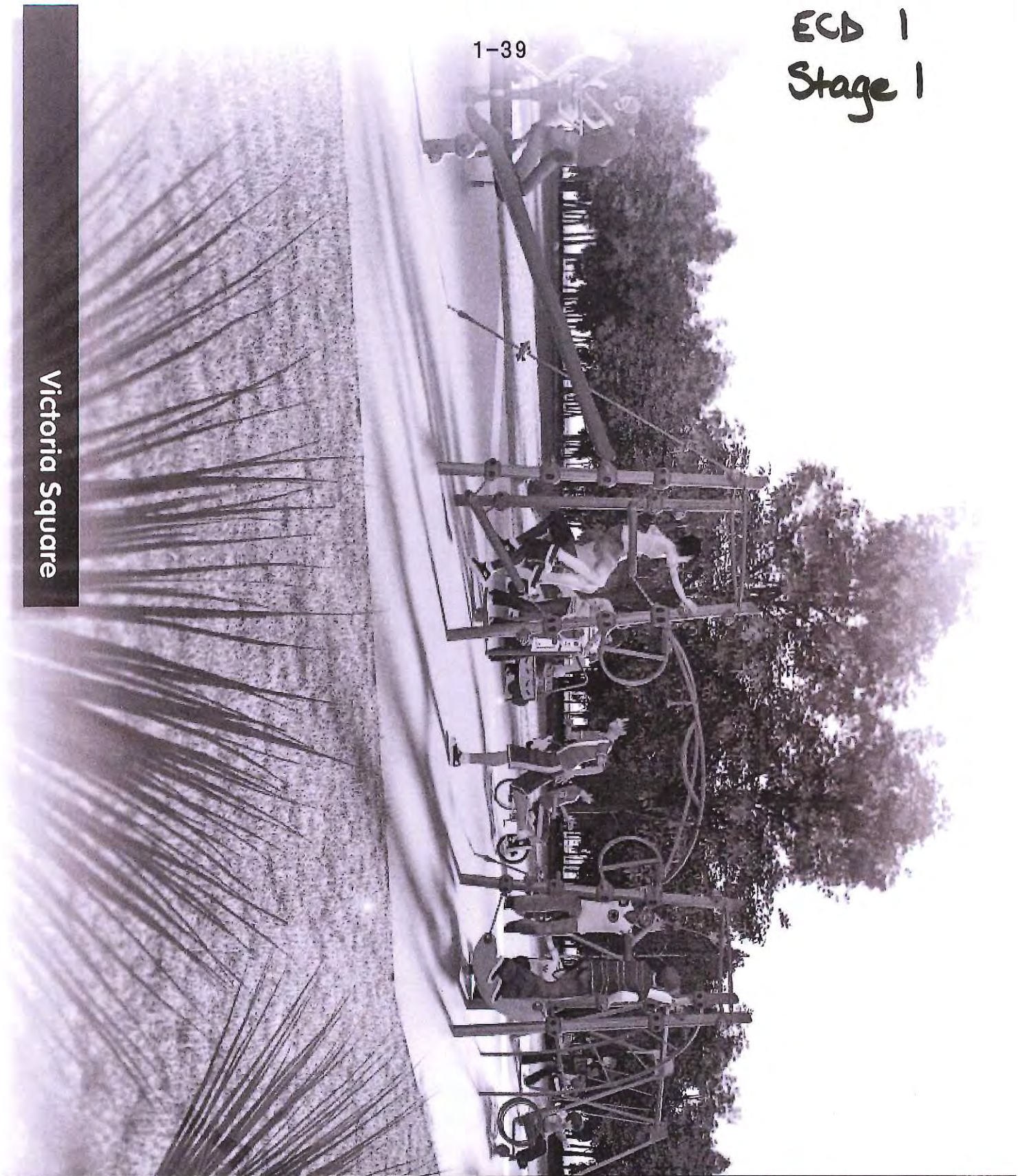
IMPROVEMENTS TO	LOCATION	ALLOC FUNDS	POSITION												
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	SUPERVISOR
CAPITAL WORKS RESERVES															
All areas	Street Trees and surrounds	\$ 80,000													////
Childcare turning head ?	Main Road Reserve	\$ 2,000													
Dump Point	Recreation Ground	\$ 8,000								/					
Fence	Falls Park	\$ 20,000			/ 2016										
Heritage lighting	Russell Street	\$ 25,000						/							
Top Dressing Ground	Recreation Ground	\$ 10,000													
Improvements	Recreation Ground	\$ 20,000													
Raw water system	Recreation Ground	\$ 5,000													
Landscaping	Sports Centre	\$ 20,000												/	
Stokes Park Area	Public Open Space	\$ 80,000												/	
Landscaping/Beautification	Entrance	\$ 50,000												/	
Interchange shed	Longford Recreation Ground	\$ 10,000													
CAPITAL WORKS BUILDINGS															
Paint exterior	Avoca Hall	\$ 20,000								/					
Paint exterior	Cressy Hall	\$ 15,000								/					
Building Improvements	Cressy Recreation Ground	\$ 25,000								/					
Cover roller & signage	Cressy Pool	\$ 5,000				/									
Floodlight	Campbell Town Pool														
Restoration	Campbell Town Pump House														
Supper room improvements	Campbell Town Hall	\$ 20,000											/		
Improvements	Campbell Town Library	\$ 10,000											/		
Amenities Improvements	Campbell Town Recreation Ground	\$ 600,000												TBA	
Replace Weather boards	Epping Forest Hall	\$ 15,000								/					
Asbestos Removal Audit	All areas	\$ 20,000								/					
Waste Transfer Station Improvements	All areas	\$ 30,000													
Public Building Improvements	All areas	\$ 120,000												ongoing	

POSITION / = FIRST WEEK POSITION / SECOND WEEK
 POSITION / = THIRD WEEK POSITION / FOURTH WEEK
 EACH / = ONE WEEK
 / INDICATES WEEK & MONTH CAPITAL WORKS TO BE CARRIED OUT

Resource Sharing Summary 1/7/15 to 30/6/16 As at 31/1/16	Units Billed	Amount Billed GST Exclusive \$	Rate inclusive of Oncosts and Admin \$
Launceston City Council			
Service Provided by NMC to LCC			
Total Services Provided by NMC to Launceston City Council	-	-	
Service Provided by Launceston City Council to NMC			
Wages and Oncosts			
Immunisation Services	61.25	4,333.75	70.76
Total Service Provided by MVC to NMC		4,333.75	
Net Income Flow		4,333.75	
Meander Valley Council			
Service Provided by NMC to MVC			
Wages and Oncosts			
Traffic Engineers Services	3.50	402.21	114.92
Total Services Provided by NMC to Meander Valley Council	3.50	402.21	
Service Provided by Meander Valley Council to NMC			
Wages and Oncosts			
Plumbing Inspector	521.40	20,856.00	40.00
Total Service Provided by MVC to NMC		20,856.00	
Net Income Flow		20,453.79	
Total Net		24,787.54	
Private Works and Council Funded Works for External Organisations			
	Hours		
Economic & Community Development Department			
Northern Midlands Business Association			
Promotion Centre Expenditure		Not Charged to Association Funded	
- Tourism Officer	44.00	from Council Budget A/c 519035	
Administration and Development		Not Charged to Association Funded	
- Economic and Community Development Manager	225.00	from Council Budget A/c 500400	
Works Department Private Works Carried Out	86.00		
	355.00		

ECB 1
Stage 1

1-39



Victoria Square

CAROLYN WHITE
ULTIMATE PLAY PTY LTD
Phone: 0455 336 646
Email: carolyn@ultimateplay.com.au
Website: www.ultimateplay.com.au



Double swing

They will try to touch the clouds. This sturdy swing set is up to the

Motorcycle seasaw

Crazy scrambler

Rocky

Space

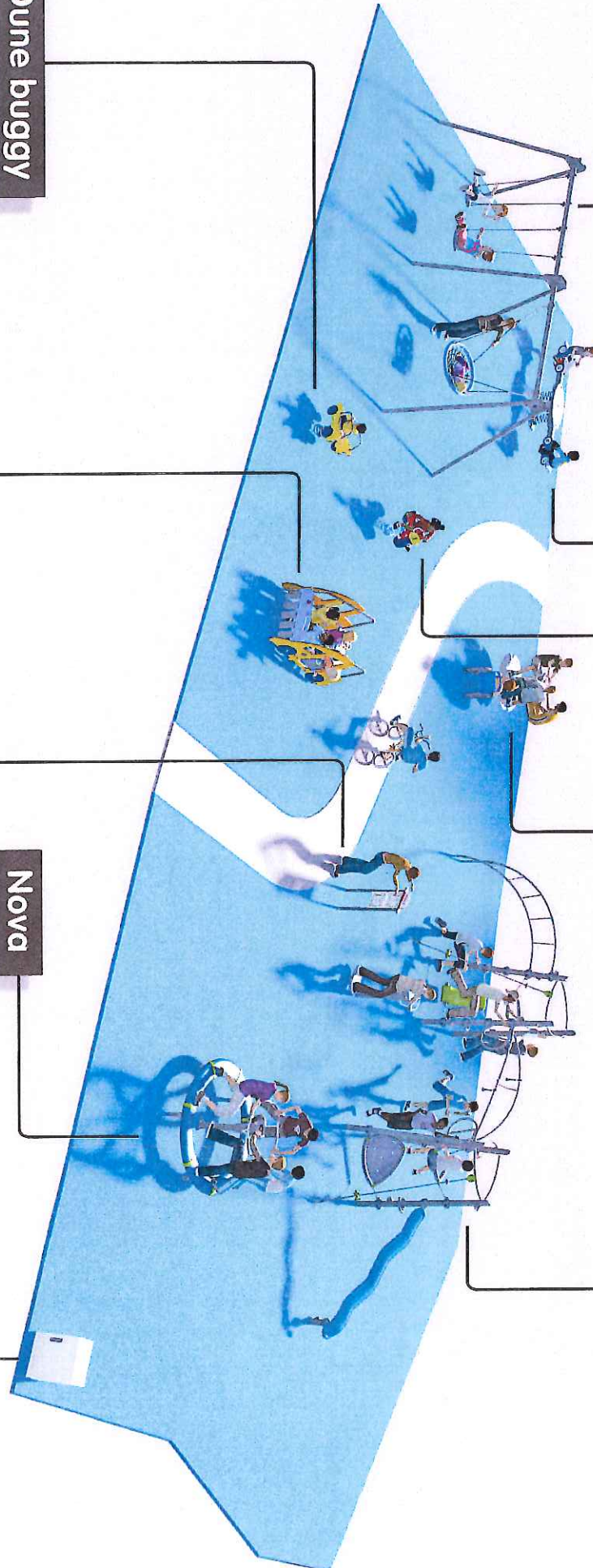
Dune buggy

Double car

Icon sign

Nova

Icon server



1-41







1-44



LONGFORD BUSINESS AND TOURISM ASSOCIATION
C/0 19 Pakenham Street
Longford, Tas 7300

To Mayor and Councillors
Cc: General Manager
Northern Midlands Council
Smith Street
Longford
Tas 7301

Dear Mayor and Councillors,

There are a number of issues that have been raised during the January round of meetings that require some resolution:

a) Questions of Public Liability

“That this committee seek from Council clear guidelines from the Council regarding public liability insurance requirements for people using Council owned land and buildings, as well as guidelines for people invited to participate in Council organized events.

Further to provide information to indicate under what circumstances are community and/or private events on Council property covered by Council public liability insurance.”

b) Village Well

“That the General Manager meet with members of the Main Street Activation Team, representatives of the LBTA and the LLDC as soon as possible to clarify the roles of these bodies and how they may relate to each other and how they can work together in the Main Street Activation Project.

“That the LLDC ask that a meeting be organized between the LLDC, the LBTA and the Main Street Activation, so that priorities can be negotiated.

“That if the Longford Traffic Study has been completed, that Council organize a meeting between the LLDC and the LBTA and the Main Street Activation Scheme Team to discuss these findings and how these may relate to the comments on Traffic of the Village Well report.

“Further the Committee seeks to have a representative on the interview panel for the position of Champion as we believe it is important that the local community has confidence in the person chosen for the position.”

On behalf of the Longford Business and Tourism Association, I would be grateful if these points be discussed at the next Council meeting.

Yours sincerely,

Dee Alty
Chair, LBTA

10 November 2014

287/14

**APPOINTMENT OF COUNCIL REPRESENTATIVES TO
SPECIAL COMMITTEES, ADVISORY COMMITTEES AND
OUTSIDE BODIES**

Responsible Officer: Des Jennings, General Manager
Report prepared by: Gail Eacher, Executive Assistant

1 PURPOSE OF REPORT

To enable the appointment of Councillors to Special Committees, Advisory Committees and Outside Bodies that have been established to manage, operate and undertake specific tasks as required.

2 INTRODUCTION/BACKGROUND

In accordance with the provisions of *Section 24* of the *Local Government Act 1993*, Special Committees have been established by Council to manage assets within the municipal area and also Advisory Committees and Outside Authorities require Council representation to attend meetings and deal with a range of issues.

3 STRATEGIC/OPERATIONAL PLAN

The Strategic Plan 2007/2017 (2012/2013 revision) provides the guidelines within which Council operates. The following, "*Volume 1 – Mapping Our Direction*" goals identified in *1.1 Governance*, *1.3 Community Dialogue*, and *1.4 Community Agendas* have relevance to this report.

4 POLICY IMPLICATIONS

The appointment process for Council Representatives to Committees of Council and Outside Bodies has been undertaken in accordance with the Meeting Procedures Policy No. 32 (adopted by Council on 23 September 2002 and amended on 22 March 2010) and in the Review of Council Procedures undertaken on 16 October 2006 (min. ref. 388/06).

5 STATUTORY REQUIREMENTS

The appointment of Council representatives is in accordance with *Section 24* of the *Local Government Act 1993*.

6 OFFICER'S COMMENTS/CONCLUSION

Representation on Special and Other Committees of Council has been an excellent mechanism in providing a link with the organisation and Council and is appreciated by other members.

Council Officers provide Avoca, Royal George & Rossarden, Campbell Town, Cressy, Evandale, Longford, Perth and Ross Local District Committees with secretarial support.

The following were the Councillor appointments made in respect of the membership of Committees of Council and Outside Bodies during the 2011-2014 term:

Name of Outside Body or Special Committee of Council (Section 24 Local Government Act 1993)	Name of Council Representative
About Campbell Town Inc (appointed 12 December 2011)	
Avoca, Royal George & Rossarden Local District Committee	Cr Knowles
Avoca Community Centre & Memorial Hall Management Committee	Cr Knowles
Avoca Museum & Tourist Centre	Cr Knowles
Bishopsbourne Community Centre Management Committee	Cr Carins
Campbell Town War Memorial Oval Management Committee	Deputy Mayor Downie
Campbell Town Area Community Services Group	Deputy Mayor Downie
Campbell Town District Forum	Deputy Mayor Downie
Cressy District High School Council	Cr Calvert
Cressy Local District Committee	Cr Goss
Cressy Memorial Hall Management Committee	Cr Goss
Cressy War Memorial Swimming Pool Committee	Cr Goss
Cressy Recreation Ground Management Committee	Cr Goss
Devon Hills Resident's Committee	Cr Goninon
Disability Access Advisory Committee	Cr Carins
Economic Development Committee (appointed 22 July 2013)	Cr Goninon; Cr Knowles
Elizabeth Macquarie Irrigation Trust	Mayor Polley
Epping Hall Management Committee	
Evandale Advisory Committee	Cr Carins
Evandale Community Centre/Evandale Memorial Hall Committee of Management	Cr Goninon
Flood Consultative Committee	Deputy Mayor Downie
Free Overnight Camping Committee	Cr Knowles, Cr Calvert, Cr Brooks, Cr Carins
Liffey Hall Management Committee	Cr Carins
Longford Local District Committee	Cr Brooks
Longford Recreation Ground Management Committee	Cr Brooks
Longford Velodrome and Road Rules Park Management Committee (appointed 19 August 2013)	
Macquarie Catchment Water Management Plan Consultative Group	Deputy Mayor Downie
Mill Dam Action Group	Cr Goss
Morven Park Management & Development Association	Cr Goss
Natural Resource Management Special Committee	Cr Carins
Nile River Catchment Committee	Cr Knowles
Northern Midlands Council Australia Day Selection Committee	Council Executive
Northern Midlands Council (Staff) Consultative Committee	Mayor Polley, Cr Goninon
Northern Midlands Council Signage Committee (24 May 2010)	Cr Knowles; Cr Carins; Cr Brooks.
Northern Tasmania Development (Local Government Committee) – Council invited to nominate two members to the Committee	Mayor Polley, General Manager
Northern Tasmania Development	Mayor Polley, Deputy Mayor Downie, General Manager
NRM Committee (13 February 2008)	Cr Carins
Perth Bypass Committee	Mayor, Cr Calvert, Cr Goss, Cr Lambert
Perth Local District Committee	Cr Lambert

Name of Outside Body or Special Committee of Council (Section 24 Local Government Act 1993)	Name of Council Representative
Perth Recreation Ground Management Committee	Cr Goninon
Perth Community Centre Management Committee	Cr Lambert
Ross Local District Committee	Cr Calvert
Ross Community Sports Club Inc	Cr Calvert
TasWater (Tasmanian Water & Sewerage Corporation Pty Ltd)	Mayor Polley

RECOMMENDATION

That the following appointments be made in respect of the membership of Committees of Council and Outside Bodies:

Name of Outside Body or Special Committee of Council (Section 24 Local Government Act 1993)	Name of Council Representative
About Campbell Town Inc (appointed 12 December 2011)	
Avoca, Royal George & Rossarden Local District Committee	
Avoca Community Centre & Memorial Hall Management Committee	
Avoca Museum & Tourist Centre	
Bishopsbourne Community Centre Management Committee	
Campbell Town War Memorial Oval Management Committee	
Campbell Town Area Community Services Group	
Campbell Town District Forum	
Cressy District High School Council	
Cressy Local District Committee	
Cressy Memorial Hall Management Committee	
Cressy War Memorial Swimming Pool Committee	
Cressy Recreation Ground Management Committee	
Devon Hills Resident's Committee	
Disability Access Advisory Committee	
Economic Development Committee (appointed 22 July 2013)	
Elizabeth Macquarie Irrigation Trust	
Epping Hall Management Committee	
Evandale Advisory Committee	
Evandale Community Centre/Evandale Memorial Hall Committee of Management	
Flood Consultative Committee	
Free Overnight Camping Committee	
Liffey Hall Management Committee	
Longford Local District Committee	
Longford Recreation Ground Management Committee	
Longford Velodrome and Road Rules Park Management Committee (appointed 19 August 2013)	
Macquarie Catchment Water Management Plan Consultative Group	
Mill Dam Action Group	
Morven Park Management & Development Association	
Natural Resource Management Special Committee	
Nile River Catchment Committee	
Northern Midlands Council Australia Day Selection Committee	
Northern Midlands Council (Staff) Consultative Committee	
Northern Midlands Council Signage Committee (24 May 2010)	
Northern Tasmania Development (Local Government Committee) – Council invited	

Name of Outside Body or Special Committee of Council (Section 24 Local Government Act 1993)	Name of Council Representative
to nominate two members to the Committee	
Northern Tasmania Development	
NRM Committee (13 February 2008)	
Perth Bypass Committee	
Perth Local District Committee	
Perth Recreation Ground Management Committee	
Perth Community Centre Management Committee	
Ross Local District Committee	
Ross Community Sports Club Inc	
TasWater (Tasmanian Water & Sewerage Corporation Pty Ltd)	

DECISION**Cr Gordon/Cr Knowles**

That the following appointments be made in respect of the membership of Committees of Council and Outside Bodies:

Name of Outside Body or Special Committee of Council (Section 24 Local Government Act 1993)	Name of Council Representative
About Campbell Town Inc (appointed 12 December 2011)	Cr Gordon
Audit Committee	Cr Goninon / Cr Adams
Avoca, Royal George & Rossarden Local District Committee	Cr Knowles
Avoca Community Centre & Memorial Hall Management Committee	Cr Knowles
Avoca Museum & Tourist Centre	Cr Knowles
Bishopsbourne Community Centre Management Committee	Cr Polley
Campbell Town War Memorial Oval Management Committee	Cr Gordon
Campbell Town Area Community Services Group	Cr Gordon
Campbell Town District Forum	Cr Gordon
Cressy District High School Council	Cr Calvert / Cr Adams
Cressy Local District Committee	Cr Goss
Cressy Memorial Hall Management Committee	Cr Goss
Cressy War Memorial Swimming Pool Committee	Cr Goss
Cressy Recreation Ground Management Committee	Cr Goss
Devon Hills Resident's Committee	Cr Goninon / Cr Lambert
Disability Access Advisory Committee	Cr Adams
Economic Development Committee (appointed 22 July 2013)	Cr Goninon / Cr Knowles
Elizabeth Macquarie Irrigation Trust	Mayor Downie
Epping Hall Management Committee	Cr Adams
Evandale Advisory Committee	Cr Lambert / Cr Knowles
Evandale Community Centre/Evandale Memorial Hall Committee of Management	Cr Goninon
Flood Consultative Committee	Mayor Downie
Free Overnight Camping Committee	Cr Knowles / Cr Calvert / Cr Lambert / Cr Gordon

Name of Outside Body or Special Committee of Council (Section 24 Local Government Act 1993)	Name of Council Representative
Liffey Hall Management Committee	Cr Adams
Longford Local District Committee	Cr Adams
Longford Recreation Ground Management Committee	Cr Adams / Cr Calvert
Longford Velodrome and Road Rules Park Management Committee (appointed 19 August 2013)	Cr Adams
Mill Dam Action Group	Cr Goss
Morven Park Management & Development Association	Cr Goss
Natural Resource Management Special Committee	Cr Knowles
Nile River Catchment Committee	Cr Knowles
Northern Midlands Council Australia Day Selection Committee	Council Executive
Northern Midlands Council (Staff) Consultative Committee	Mayor Downie / Cr Goninon
Northern Midlands Council Property Committee	Cr Goninon / Cr Adams
Northern Midlands Council Signage Committee (24 May 2010)	Cr Knowles / Cr Adams / Cr Polley
Northern Tasmania Development (Local Government Committee) – Council invited to nominate two members to the Committee	Mayor Downie / Deputy Mayor Goss / General Manager
Northern Tasmania Development	Mayor Downie / Deputy Mayor Goss / General Manager
Perth Bypass Committee	Mayor Downie / Cr Calvert / Cr Goss / Cr Lambert / Cr Polley
Perth Local District Committee	Cr Lambert
Perth Recreation Ground Management Committee	Cr Goninon
Perth Community Centre Management Committee	Cr Lambert
Ross Local District Committee	Cr Calvert / Cr Gordon
Ross Community Sports Club Inc	Cr Calvert / Cr Gordon
TasWater (Tasmanian Water & Sewerage Corporation Pty Ltd) & Selection Committee	Mayor Downie / Deputy Mayor Goss as proxy

Carried unanimously

LOCAL GOVERNMENT LIABILITY

Policy Schedule

OUR REF: 000321

CONTACT DETAILS:

Name: Frank Loschiavo
Direct Dial: (03) 8664 9310
Facsimile: (03) 8664 9399
Email: Frank.Loschiavo@jlta.com.au

THE PARTICIPANT	Northern Midlands Council
BUSINESS DESCRIPTION	Local Government Authority as defined in the policy
PERIOD OF INSURANCE	From: 30 June 2015 at 4 PM Local Time (VIC). To: 30 June 2016 at 4 PM Local Time (VIC).
GEOGRAPHIC SCOPE	<p>This Policy will apply worldwide except:</p> <ul style="list-style-type: none">a) in respect of Claims made or actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the Courts of the United States of American or the Dominion of Canada.b) in respect of Claims made which are governed by the laws of the United States of American or the Dominion of Canada, whether by agreement of the insured or otherwise. <p>However, the above clauses (a) and (b) shall not apply to such Claims arising from the presence of any person who is normally a resident in the Commonwealth of Australia and who at the time of the occurrence is not a manual worker or a supervisor of work.</p>
PRIMARY COVER LIMITS OF INDEMNITY	<p>In respect of each individual Local Government Authority/Individual Participating Members</p> <ul style="list-style-type: none">a) Public Liability \$400,000,000 Any One Occurrence excluding Products Liability)

- b) Products Liability \$400,000,000
Any One Occurrence and in the aggregate any one Insurance Year (subject to the "one" \$300,000,000 automatic reinstatement clause).
- c) Professional Indemnity \$300,000,000
Any One Claim and in the aggregate any one Insurance Year (subject to the "one" \$300M automatic reinstatement clause).

NOTE: The Limit of Indemnity under the policy for Aircraft Landing Areas is \$300,000,000. Refer Aerodrome Extension in the policy.

RETROACTIVE DATE

Professional Indemnity
Unlimited excluding known claims and/or circumstances

DEDUCTIBLES

As per Policy

- a) Public Liability \$10,000
Any One Occurrence/Claim (excluding Products)
- b) Products Liability \$10,000
Any One Occurrence/Claim
- c) Professional Indemnity \$10,000
Any One Occurrence/Claim

Tool of Trade Damage (registered vehicles)
Any One Occurrence/Claim, or higher as per limit of Indemnity insured under The Insured's Motor Vehicle Policy Minimum \$20,000,000

Aircraft Landing Areas
Any One Occurrence/Claim, or higher as per limit of Indemnity insured under The Insured's Airport Operators Policy (if applicable). Minimum \$10,000,000

NOTE: Deductibles are Inclusive of Costs.

POLICY WORDING AND CONDITIONS

MAV Insurance, Liability Mutual Insurance Scheme Broadform
Liability Wording - policy wording reference/version number MPS
LMI Policy Tas Councils 06/12 Final

Insurer	Policy No.	%	Signature & Date
MAV Insurance - Liability Mutual Ins	LMI000321	100.000%	

APPENDIX 3

List of Additional Named Insureds

Provided that it shall be a condition precedent to the liability of the Association that the Additional Named Insureds hereby indemnified shall comply with and be subject to the terms, conditions and limitations of the Policy; and that the Limit of Indemnity shall apply inclusive of this list.

List of Names

1.	NIL.
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Entrepreneurial Activities

1.	Redraft Business & Marketing Plan for Tasmania Central
2.	Hire of Plant
3.	Professional Services provided by Council employees in an "assisting" manner to other Councils in all Local Government Services. Refer file dated 7 th December 2010.
4.	In transition to a single Tasmanian Water Corporation, each of the 29 Tasmanian "Owner Councils" has a single representative on the newly formed "Owners' Representatives Group" (ORG) state wide, appointed over the period July, August & September 2012. This group is made up of current Council members, and is actively involved on matters relating to the new entity i.e. appointment of its new Chair and Board.

MAV INSURANCE, LIABILITY MUTUAL INSURANCE SCHEME

INSURANCE POLICY

30 June 2015 to 30 June 2016

BROAD FORM LIABILITY INSURANCE

POLICY VERSION MPS LMI TAS Councils 06/12

The Participant named in the Proposal Form, and the Schedule attached hereto, and both forming part of the Policy, having paid or agreed to pay the Association the premium for the Insurance Year stated in the Schedule, the Association agrees to indemnify The Insured in accordance with and subject to the terms, exclusions, limitations, extensions and conditions contained in or endorsed on or otherwise expressed in this Policy.

Subject to the Limits of Indemnity stated in the Schedule;

LIABILITY COMPENSATION

- 1) The Association will pay to or on behalf of The Insured all sums for which The Insured shall become legally liable to pay by way of compensation in respect of:-

Public Liability

- (a) (i) Personal Injury (as defined herein)
(ii) Damage to Property (as defined herein)
(Other than Personal Injury and Damage to Property arising out of Products Liability)
- (b) Products Liability (as defined herein)

happening during the Insurance Year caused by an Occurrence in connection with the Business of the Participant.

Professional Indemnity

- (c) Any Claim or Claims for breach of Professional Duty first made against The Insured and notified to the Association during the Insurance Year arising out of any negligent act, error or omission whenever or wherever the same was or may have been committed or alleged to have been committed by The Insured in the conduct of the Participant's Business.

LAW COSTS AND EXPENSES

- 2) In addition to the Limits of Indemnity specified in the Schedule, the Association will in respect of any Claim indemnifiable under this policy brought in respect of Personal Injury or Damage to Property caused by an Occurrence or for breach of professional duty:-
- (a) at its discretion be entitled to defend such Claim brought against The Insured seeking damages on account thereof, even if such Claim is groundless, false or fraudulent; and the Association may make such investigation, negotiation or settlement of same as it deems expedient;
 - (b) in respect of such Claim brought against The Insured, pay all expenses incurred by the Association, all claimants costs taxed against The Insured or accepted by the Association and all interest accruing after any judgement enforceable against The Insured;
 - (c) pay all reasonable expenses, other than The Insured's loss of earnings, incurred by The Insured with the written consent of the Association. In any case of urgency, The Insured may incur such expenses up to \$5,000 in respect of any one Occurrence causing Personal Injury or Damage to Property without the prior consent of the Association;
 - (d) pay expenses incurred by The Insured for first aid to others at the time of any Occurrence causing Personal Injury in respect of which The Insured is liable to pay compensation indemnifiable under this policy.

Further, the Association may at its discretion agree to pay expenses incurred by The Insured for representation at any Coroner's Inquest Royal Commission, Judicial Body, Commission of Inquiry, or other Fatal Accident Inquiry arising from an Occurrence causing Personal Injury that may be the subject of indemnity under this Policy.

LIMIT OF INDEMNITY

PROVIDED THAT the liability of the Association for all Liability Compensation, payable in respect of Personal Injury, Damage to Property or for breach of Professional Duty arising directly or indirectly from one source or original cause shall not exceed the respective Limits of Indemnity specified in the Schedule.

DEDUCTIBLE (Costs Inclusive)

However, each and every Claim, or series of Claims arising directly or indirectly from one source or original cause, is subject to the Deductible specifically stated in the attached Schedule.

Provided that all expenses incurred by the Association pursuant to the engagement of professional advisors considered necessary to adequately determine the liability of The Insured and to resolve the Claim to the satisfaction of the Association shall be borne by The Insured, subject to the total amount to be borne by The Insured in respect of any one Claim being limited to and inclusive of the applicable deductible.

GEOGRAPHIC LIMITS

This Policy will apply worldwide except:

- (a) in respect of Claims made or actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the Courts of the United States of America or the Dominion of Canada.
- (b) in respect of Claims made which are governed by the laws of the United States of America or the Dominion of Canada, whether by agreement of the insured or otherwise.

However, the above clauses (a) and (b) shall not apply to such Claims arising from the presence of any person who is normally a resident in the Commonwealth of Australia and who at the time of the occurrence is not a manual worker or a supervisor of work.

DEFINITIONS

In this Policy the following definitions shall apply:

"THE INSURED" means

- 1 The Participant named in the Schedule
- 2 All former and/or present Mayors, Presidents, Chairmen, Commissioners, Councillors, Board Members, Executives, Officers and Employees of the Participant, Members of any Committee or Controlling or Single Authorities (excluding Joint Authorities, except those listed as per item 8), or the like, established by the Participant under the Local Government Act or any other enabling legislation, and Welfare Organisations, Fire, Medical and Emergency Services and Voluntary Workers (including incorporated non-remunerated volunteer management committees carrying out delegated functions, powers and duties of the Participant) all whilst acting in that capacity within the scope of their duties for and on behalf of the Participant.
- 3
 - (a) At the sole discretion of the Association, any person who is entitled to indemnity from the Participant under any agreement which requires the Participant to obtain insurance cover for the benefit of that other person, but only to the extent required by such agreement.
 - (b) Any principal of The Participant in respect of Claims for which The Participant would be:-
 - (i) legally liable and
 - (ii) entitled to indemnity under this Policy

if the Claims were made upon The Participant. Provided that this indemnity does not extend to any negligent acts, errors or omissions of the principal itself.

4. Every office bearer or member of a canteen, or social or sporting club formed by the Participant in respect of Claims arising from duties of or connected with the activities of any such canteen or club.
5. Any Returning Officer for the time being and any other Poll Officials in respect of Claims arising out of the conducting of Civic Elections.

6. Notwithstanding Clause 1 and 2 of this Definition; the Participant named in the Schedule, and its employees, and its members of any Joint Use Committee of Management formed under any Joint Use Agreement with the Minister/Department of Education, in respect of Personal Injury and/or Damage to Property occurring in or on any Joint Use Facility or arising out of or in relation to the use of the facility, however this cover is only applicable over and above any specific insurance effected by the Joint Use Committee of Management in accordance with the Joint Use Agreement, or any claims not covered by such other insurance for which indemnity would otherwise be afforded under this Policy. This Clause/Policy does not provide any Indemnity to the Minister/Department of Education, its employees, nor its members of any Joint Use Committee of Management.
7. The Participants Waste Management Committee in respect of Claims arising from duties of or connected with or arising out of the use and/or ownership of Rubbish Tips.
8. Additional Named Insureds referred to in the attached listing.

"PERSONAL INJURY" means

1. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury.
2. false arrest, false imprisonment, wrongful conviction, wrongful detention, malicious prosecution, invasion of privacy, wrongful entry upon or eviction from or other invasion of the right of private occupancy of property.
3. assault and battery not committed by or at the direction of The Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

"DAMAGE TO PROPERTY" means

1. physical injury to or destruction of tangible property (which shall include loss of property) and the loss of use thereof at any time resulting therefrom, or
2. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by physical injury to or destruction of other tangible property.
3. interference with any right of way, light, air or water.

"BUSINESS" means

Municipal or other Local Government Authorities, and all incidental and associated functions of the Participant (including Water, Sewerage, Electricity, Gas, private works and the hiring of plant, the provision and management of canteens, social or sporting clubs, medical services and welfare organisations, and the like services), and any other business "noted and allowed" by the Association.

"PRODUCTS LIABILITY" means

Personal Injury or Damage to Property arising out of The Insured Products or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Damage to Property occurs away from premises owned by or leased or rented to The Insured and after physical possession of such products by The Insured has been relinquished to others.

"INSURED PRODUCTS" means

goods and products after they have ceased to be in the physical possession or under the control of The Insured, manufactured, constructed, erected, installed, altered, repaired, serviced, treated, sold, supplied or distributed by The Insured (including any container thereof other than a vehicle).

"OCCURRENCE" means

an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Damage to Property neither expected nor intended from the standpoint of The Insured.

"VEHICLE" means

any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer made or intended to be drawn by any such machine, whilst attached thereto.

"WATERCRAFT" means

any vessel, craft or the like exceeding 8 metres in length made or intended to float on or in or travel on or through water.

"AIRCRAFT" means

any vessel or craft made to float on or in or travel through air or space.

"AIRCRAFT LANDING AREAS" means

a landing area for aircraft of any property or structure owned occupied or controlled by The Insured. The term "landing area" shall include any area on which aircraft land, take-off, are housed, maintained or operated.

"DOCUMENTS" means

electronic and computer records, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents and/or forms of any nature whatsoever (excluding Bearer Bonds, Coupons, Bank or Currency notes or other negotiable instruments).

"CLAIM" means

- (a) any writ, summons, application, third party proceeding or other originating legal or similar process, cross Claim or counterclaim issued against The Insured;
- (b) any originating arbitration process in relation to which the remedies available are consistent with the remedies available at law; and
- (c) any written or verbal demand communicated to The Insured under any circumstances.

"TOOL OF TRADE" means

a mechanical implement, machine or device used in the pursuit of an occupation, business or trade but not including any vehicle whilst being used as a means of conveyance or transportation.

“CAR PARK” means

any designated area to be used for parking and shall include caravan parks and other recreational areas.

EXCLUSIONS

The Association shall not be liable for:

EMPLOYER'S LIABILITY

1. Claims:

- a) in respect of Personal Injury to any person arising out of or in the course of employment of such person by The Insured where such injury is covered by any workers' or workmen's compensation legislation or accident compensation legislation;
- b) for payment under any workers' or workmen's' compensation legislation or any accident compensation legislation by any person in the service of any contractor or sub-contractor to The Insured or by any dependent of such person; or
- c) in respect of Personal Injury to any person in the service of The Insured and which Claim arises from a liability imposed by an industrial award or agreement or determination.

PROPERTY IN PHYSICAL OR LEGAL CONTROL

2. Claims in respect of Damage to Property owned by or leased or rented to The Insured or property in the physical or legal control of The Insured other than:

- a)
 - (i) premises leased or rented to The Insured (including underground pipes and electricity supply cables); or
 - (ii) other property leased or rented to the insured where such damage to property is caused by fire or explosion, water discharged or leaking from any pipe or water system or impact by any vehicle.
- b) vehicles not belonging to or used by or on behalf of The Insured but in the physical or legal control of The Insured unless all of The Insured's Business is the provision of motor vehicle repair or maintenance for reward.
- c) Documents entrusted to the care of The Insured that have been destroyed, damaged, lost or mislaid, provided that notice of such loss is given within 30 days of discovery.
- d) employee's property.
- e)
 - (i) school premises including contents temporarily acquired by The Insured for the purpose of polling places for Local Government elections, including such premises, and contents thereof, as required under any agreement which The Insured is required to enter into in order to acquire such premises for the use stated; or
 - (ii) other premises, including the contents thereof, not owned by The Insured and being used as polling places.
- f) any other property, not owned by The Insured, but in the temporary physical or legal control of The Insured.

ASBESTOS

3. Claims howsoever arising which is directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust, including without limitation all liability to pay claimants' or The Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defence and/or settlement of any claim against The Insured or in respect of any other inquest, inquiry or proceeding in which The Insured may be involved in relation to any of the foregoing.

PRODUCT DEFECT

4. Claims in respect of Damage to Property to The Insured Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof. Provided that this exclusion will only apply to the actual defective part and shall not apply to any subsequent property damage.

PRODUCT RECALL

5. Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss of use of The Insured Products or of any property of which such products form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

FAULTY WORKMANSHIP

6. Claims in respect of the cost of re-performing, completing, correcting or improving any work previously undertaken by The Insured.

LOSS OF USE

7. Claims in respect of loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - a) a delay in or lack of performance by or on behalf of The Insured of any contract or agreement
 - b) the failure of The Insured Products to meet the level of performance, quality, fitness or durability expressly warranted, or represented by The Insured or warranted by implication of law but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of The Insured Products after such products have been put to use by any person or organisation other than The Insured.

AIRCRAFT & WATERCRAFT

8. Claims arising out of the ownership, maintenance or use by The Insured of any aircraft or watercraft.

VEHICLES

9. Claims in respect of Personal Injury or Damage to Property (other than property as is effectively covered by this policy under Policy Exclusion 2) caused by or arising out of the use of any Vehicle or any attachment to any such Vehicle owned by or in the physical or legal control of The Insured:

- a) which is registered, or
- b) in respect of which, at the time of such occurrence, insurance is required by virtue of any legislation relating to motor vehicles,

except whilst actually being used as a Tool of Trade on any site where The Insured is undertaking work, but this Tool of Trade cover is subject to the Deductible as specified in the Policy Schedule before Liability Compensation is payable under this Policy, or caused by or arising from vehicles not belonging to or used by or on behalf of the Insured but in the physical or legal control of The Insured whilst "parking" such vehicles in any public or private road or thoroughfare in the immediate vicinity of The Insured's premises, including whilst left stationary thereat, or

- c) which is otherwise insured in respect of the same liability, except in respect of any excess over and above such other insurance,

but these exclusions 9 a) and b) shall not apply to Claims in respect of Personal Injury or Damage to Property;

- (i) caused by or arising from the delivery or collection of goods to or from any Vehicle where such Personal Injury or Damage to Property occurs beyond the limits of any carriage-way or thoroughfare
- (ii) caused by or arising out of the loading or unloading of or the delivery or collection of goods to or from any Vehicle used in work undertaken by or on behalf of The Insured but not in the physical or legal control of The Insured
- (iii) caused by or arising from Vehicles not belonging to or used by or on behalf of The Insured but in the physical or legal control of The Insured whilst within a Car Park owned or operated by The Insured.

LIBEL AND SLANDER

- 10. Any claim arising out of the publication or utterance of a libel or slander.

RADIOACTIVITY

- 11. Claims in respect to Personal Injury or Damage to Property directly or indirectly caused by or contributed to or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission
 - b) nuclear weapons material.

WAR

- 12. Claims of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following or directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellions, revolution, insurrection, or civil commotion assuming the proportions or amounting to an uprising, military or usurped power.

POLLUTION

13. Claims arising directly or indirectly out of any activity or inactivity of The Insured or person or legal entity for whose action or inaction The Insured may be legally liable which activity is or results in the discharge, dispersal, release or escape of
- a) smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals or gases
 - b) any products, by-products or waste materials of any description whatsoever
 - c) any substance or energy

capable of causing irritation, contamination, pollution, or Personal Injury or Damage to Property into or on to land or any vegetation or building thereon, any water course or body of water, or into the atmosphere or ether.

Provided that if such discharge, dispersal, release or escape was fortuitous, sudden and accidental and not permitted to continue or recur immediately upon discovery, and provided that The Insured satisfies the Association, or a court of jurisdiction, that it took all reasonable measures for the prevention of such discharge, dispersal, release or escape and attempted to comply with all relevant statutory obligations, by-laws and regulations imposed by any public authority for the safety of persons or property, this exclusion shall not apply.

Notwithstanding the foregoing it is specifically declared and agreed that this Exclusion shall not apply to any liability arising out of the discharge, dispersal, release or escape of legionellae bacteria.

PROFESSIONAL INDEMNITY

14. Claims for breach of Professional Duty arising out of any negligent act, error or omission committed or alleged to have been committed by The Insured except as provided in Professional Indemnity Section 1 (c) of the Liability coverage.

BUILDING WORK

15. Public Liability and/or Products Liability Claims arising out of the erection, demolition, alteration of and/or addition to buildings by or on behalf of The Insured except such erection, demolition, alteration or addition not exceeding in cost, to or by The Insured, the sum of \$1,000,000.

TREE ROOT DAMAGE

16. Claims in respect of Damage to Property arising directly or indirectly out of or caused by tree roots.

DISHONEST AND FRAUDULENT ACTIVITIES

17. Claims arising out of any intentional deliberate dishonest fraudulent criminal or malicious act or omission by The Insured.

CLAIMS NOT NOTIFIED DURING THE INSURANCE YEAR

18. In respect of liability for Professional Indemnity under Section (c), and under extensions 1, 2 and 5 to 9 of the Liability coverage, any Claim:-
- (a) notified to the Association after the Insurance Year has expired;
 - (b) made against The Insured after the Insurance Year has expired;
 - (c) made or threatened or in any way intimated on or before the commencement of the Insurance Year; or
 - (d) arising out of circumstances -
 - (i) notified under any previous contract of insurance; or
 - (ii) of which The Insured became aware, prior to the commencement of the Insurance Year and which a reasonable person in The Insured's position would at any time prior to the commencement of the Insurance Year have considered may give rise to a Claim.
 - (iii) noted on the Proposal Form for the current period of insurance, or on any previous Proposal Form(s).

FINES AND PENALTIES

19. Fines, penalties, exemplary or punitive damages awarded by a Court or in respect of such component in any settlement of a Claim.

CONTRACTUAL LIABILITY

20. Contractual Liability arising out of any contract, warranty or agreement except to the extent that such liability would have attached to The Insured notwithstanding the contract, warranty or agreement.

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

21. Claims for any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
 - (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

TERRORISM

22. Claims for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with an act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Association alleges that by reason of this Exclusion, any loss, injury, damage, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon The Insured.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

TOXIC MOULD, MILDEW OR OTHER FUNGI CLAUSE

22. (a) Claim directly or indirectly arising out of, relating to, or in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mould, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description. Such claim or claims are excluded regardless of whether they arise in connection with;
1. personal injury;
 2. property damage;
 3. advertising injury; or
 4. any injury caused by a medical incident.
- (b) There shall be no obligation to defend The Insured against any claim or claims excluded by this Exclusion regardless of whether the allegations forming the basis of the claim or claims are groundless, false or fraudulent.
- (c) This Policy expressly excludes;
1. any cost, expense or charge to test, monitor, clean up, remediate, remove, contain, treat, detoxify, neutralise, rehabilitate, or in any way respond to or assess the affects of mould, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description; and
 2. any cost, expense, charge, fine or penalty, incurred, sustained, or imposed by order, direction, request or agreement of any court, governmental agency, or any civil, public or military authority.
- (d) This Exclusion shall not apply to any claim or claims directly or indirectly arising out of, relating to, or in connection with The Insured's use of mould, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description in connection with the rendering of professional health care services.

- (e) The following definition is to be applied to this Exclusion;
1. the term "organic pathogens" means any organic irritant or contaminant, including but not limited to mould, fungus, bacteria, virus, or their by-products such as mycotoxins, mildew, or biogenic aerosol. "organic pathogens" include but not limited to aspergillus, penicillium, stachybotrys chartarum, stachybotrys atra, trichodema and fusarium memnoniella.
- (f) Notwithstanding points (a) to (e) above this exclusion shall not apply if the mould, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature and description is (are) hidden and results from a sudden, identifiable, unintended and unexpected leak of water or steam from a plumbing, heating or air-conditioning system or appliance in connection with rendering of Local Government Services, or from a storm drain or water, steam, or sewer pipes off the premises. Sump pumps and roof drains do not qualify as plumbing systems or appliances in this context.
- (g) Notwithstanding the foregoing it is specifically declared and agreed that this exclusion shall not apply to any liability arising out of the discharge, dispersal, release or escape of legionellae bacteria.

EXTENSIONS

The following extensions are, unless specified otherwise, subject to all the terms and conditions of the Policy.

1 TREE ROOT EXTENSION (this is a CLAIMS MADE Extension)

Notwithstanding Policy Exclusion 17, it is understood and agreed that this Policy indemnifies The Insured against any Claim first made against The Insured and notified to the Association during the Insurance Year arising from Damage to Property caused by the encroachment of Tree Roots for which The Insured is legally liable.

2 DELEGATED AUTHORITY CLAUSE

This policy is extended to indemnify the Insured against any Claim or Claims first made against the Insured and notified to the Association during the Insurance Year for any negligent act error or omission of The Insured whilst carrying out duties under delegation from any Government Department.

3 AERODROME EXTENSION

Subject to the Deductible referred to in the Schedule (Aircraft Landing Areas), it is understood and agreed that this Policy includes the legal liability arising out of the ownership, occupation, management or control by The Insured of any Municipal Aerodrome or other Aircraft Landing Area.

4 CONSULTANTS

It is understood and agreed that this policy indemnifies The Insured for actions against The Insured resulting from the employment of professional consultants.

The following Extensions 5 to 9 inclusive are subject to the cover, limits of indemnity and deductibles as provided for under Professional Indemnity Section (c) of the Policy, or as otherwise extended by way of such extension, but shall not operate to increase the limits of indemnity specified in the Schedule;

5 LIBEL AND SLANDER

Notwithstanding exclusion 10, this policy shall indemnify The Insured against any claim or claims first made against The Insured, and notified to the Association, during the insurance year arising out of the publication or utterance of a libel or slander or defamation, or infringement of copyright, title, slogan, patent and design by The Insured, except any such publication or utterance of a libel or slander which is made by, or at the direction of, The Insured with The Insured's knowledge of the falsity thereof.

6 LOSS OF DOCUMENTS

It is understood and agreed that if during the Insurance Year The Insured shall discover and within 30 days of the date of discovery give written notice thereof to the Association that any Documents entrusted to The Insured which now or hereafter are or are by them supposed or believed to be in its possession or in the possession of any other party or parties to or with whom such Documents have been entrusted lodged or deposited by The Insured in the ordinary course of Business have been destroyed or damaged or lost or mislaid and after diligent search cannot be found this Policy shall indemnify The Insured for:-

- (a) Any liabilities of whatsoever nature which it may incur in consequence of such Documents having been so destroyed, damaged, lost or mislaid, and/or
- (b) Any liabilities relating to the costs charges and expenses of whatsoever nature incurred by The Insured in replacing and/or restoring such Documents.

Provided always that the amount of any Claim for cost, charges and expenses as above shall be supported by bills and/or accounts which shall be subject to approval by some competent person to be nominated by the Association with the approval of The Insured.

7 FRAUD AND DISHONESTY

This Policy shall indemnify The Insured against any Claim or Claims first made against them and notified to the Association during the Insurance Year by reason of any dishonest, fraudulent, criminal, or malicious act or omission, of any person at any time employed by The Insured, or of any Mayor or Councillor elected to the Council of the Participant. This extension will not extend to cover the person who actually committed the dishonest, fraudulent, criminal, or malicious act or omission.

8 BREACH OF WARRANTY OF AUTHORITY CLAUSE

This Policy shall indemnify The Insured in respect of any Claim or Claims first made against The Insured and notified to the Association during the Insurance Year for breach of warranty of authority committed in good faith.

9 TRADE PRACTICES ACT (COMMONWEALTH) AND EQUIVALENT FAIR TRADING ACTS (STATE) CLAUSE

The Association will indemnify The Insured for any Claim or Claims for damages or compensation first made against The Insured and notified to the Association during the Insurance Year caused or alleged to be caused directly or indirectly by conduct by or on behalf of The Insured (not being deliberate or fraudulent conduct), which is misleading or deceptive, or likely to mislead or deceive or be misrepresentative, which is contrary or alleged to be contrary to the Trade Practices Act (Commonwealth) or equivalent (Competition and Consumer Act 2010,) Fair Trading Acts enacted in any state of Australia.

CONDITIONS

PAYMENT OF PREMIUM

1. The Participant will pay to the Association the premium, any adjustments of premium and other amounts charged for this Policy and any renewal extension or endorsement to the Policy.

CROSS LIABILITY

2. Where more than one party comprises The Insured each of the parties shall be considered as a separate and distinct person and the words "The Insured" shall be considered as applying to each person in the same manner as if a separate Policy has been issued to each of the said persons, providing that nothing in this clause shall result in an increase of the Association's Limit of Indemnity in respect of any occurrence, or Claim.

NOTICES

3. Notices in writing shall be given as soon as possible to the Association:
 - a) of any occurrence/circumstance, Claim, writ, summons or proceedings or of any impending prosecution or inquest, or knowledge of any occurrence/circumstance which may subsequently give rise to a Claim under this Policy, irrespective of the quantum of such Claim or
 - b) of any change materially varying any of the facts or circumstances existing at the commencement of this Policy that shall come to the knowledge of The Insured.

Such notice shall be given by The Insured whose knowledge shall be deemed to include the knowledge of any person whose knowledge would in law be that of The Insured.

DEEMING PROVISION

4. If during the Insurance Year The Insured becomes aware of any circumstance which may subsequently give rise to a Claim against The Insured for breach of professional duty or arising from damage to property caused by the encroachment of Tree Roots, or other circumstances covered by the Extensions for which The Insured is legally liable and shall give written notice of such circumstance to the Association during the Insurance Year, then any Claim which may subsequently be made against The Insured arising out of the act, error or omission shall for the purpose of this Policy be deemed to have been made during the Insurance Year.

SETTLEMENT OF CLAIM

5.
 - a) The Insured shall not, without the consent in writing of the Association, make any admission, offer, promise or payment in connection with any Occurrence or Claim, and if the Association so desires, it shall be entitled to take over and conduct in the name of The Insured the defence or settlement of any Claim.
 - b) The Insured shall promptly take at its own expense all reasonable steps to prevent other Personal Injury or Damage to Property from arising out of the same or similar conditions, but such expense shall not be recoverable under this Policy.

- c) The Insured shall use its best endeavours to preserve any damaged or defective property which might prove necessary or useful by way of evidence in connection with any Claim and except as required in (b) above, so far as may be reasonably practicable, no alteration or repair shall be made to any premises, machinery, fittings, appliances or plant without the consent of the Association until the Association has had an opportunity of inspection.
- d) The Association shall be entitled to prosecute in the name of The Insured, at its own expense and for its own benefit, any Claim for indemnity or damages or otherwise.
- e) The Association shall have full discretion in the conduct of any proceedings in connection with any Claim and The Insured shall give all information and assistance as the Association may require in the prosecution, defence or settlement of any Claim.
- f) Notwithstanding any of the above clauses (a) to (e) inclusive, The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel or a person of similar authority (to be mutually agreed upon by The Insured and the Association) shall advise that such proceedings should be contested, with the reasonable probability of success or partial success.

RELINQUISH CONTROL

- 6. The Association may at any time pay to The Insured the Limit of Indemnity applying to any one Claim or series of Claims (after deduction of sums already paid) or any lesser amount for which such Claims can be settled and shall then be under no further liability in connection with such Claims.

REASONABLE CARE

- 7. The Insured shall as far as reasonably practicable:
 - a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in safe and sound condition
 - b) take all reasonable precautions to:
 - (i) prevent Personal Injury and Damage to Property
 - (ii) prevent the manufacture, sale or supply of defective products
 - (iii) comply and ensure that its employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property
 - c) at its own expense take reasonable action to trace, recall or modify any Insured Products containing any defect or deficiency of which The Insured has knowledge or has reason to suspect.

INSPECTION OF PROPERTY

8. The Association shall be permitted but not obligated to inspect The Insured's property and operations at any time. Neither the Association's rights to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of The Insured or others to determine or warrant that such property or operations are safe. The Association may examine and audit The Insured's books and records at any time during the Insurance Year and at any time after the final termination of this Policy, as far as they relate to the subject matter of this policy.

ONE AUTOMATIC REINSTATEMENT CLAUSE (ROUND THE CLOCK)

9. Upon notification to the Association during the Insurance Year of any Claim(s) made against The Insured or of any circumstances which are likely to give rise to a Claim(s) under the Products Liability and/or Professional Indemnity Coverage only this cover shall be reinstated for such amount as may ultimately be paid by the Association in respect of such Claim(s) so as to remain in force during the Insurance Year for the Limit of Indemnity specified in the Schedule.

Provided always that

1. the aggregate of the amount so reinstated shall not exceed an amount equal to \$300M.
2. the amount so reinstated shall apply only to subsequent Claims or losses which are not related in any way to the Claim(s) or circumstances giving rise to such reinstatement
3. the liability of the Association for all Claims in the aggregate during the Insurance Year shall not exceed twice the Professional Indemnity Limit of Indemnity stated in the Schedule
4. if The Insured has other insurance which is stated to apply in excess of this Policy the reinstatement afforded by this Clause shall operate only after exhaustion by reason of the payment of any Claim or Claims of such insurance.

CONTRIBUTION

10. When a loss paid under this Policy is also recoverable under another policy or policies and the Association has paid more than its rateable share, the Association reserves its rights to seek contribution from the other insurer or insurers.

SUBROGATION

11. The Association shall be subrogated to all The Insured's rights of recovery against all persons and organisations and The Insured shall execute and deliver instruments and papers and do all that is necessary to assist the Association in the exercise of such rights.

CANCELLATIONS

12.
 - a) This Policy may be cancelled at any time at the request of the Participant giving notice in writing to the Association and upon cancellation the Participant shall forfeit any right to any refund of the unexpired portion of the premium.
 - b) The Association may cancel this Policy by giving the Participant written notice to that effect, where The Insured:

- (i) fails to comply with the duty of utmost good faith, or
 - (ii) fails to comply with the duty of disclosure, or
 - (iii) made a misrepresentation to the Association during negotiations for and before the commencement date of this Policy (or any subsequent renewal), or
 - (iv) fails to comply with any provision of this Policy, including non payment of a premium, or
 - (v) made a fraudulent Claim under this Policy or any other concurrent Policy of Insurance.
- (c) The Association's notice of cancellation takes effect at the earlier of the following times:
- (i) the time when another Policy of Insurance between The Insured and the Association or some other Insurer, being a Policy that is intended by The Insured to replace this Policy, is entered into; or
 - (ii) 4.00pm on the thirtieth business day after the day on which notice was given to the Participant .

In the event that the Association cancels this Policy, the Association will repay to the Participant a rateable proportion of the premium for the unexpired Insurance Year from the date of cancellation.

HEADINGS

THE HEADINGS THROUGHOUT THIS POLICY ARE INTENDED FOR CONVENIENCE ONLY AND SHALL IN NO WAY AFFECT THE CONSTRUCTION OF THIS POLICY, EXCEPT WHERE SPECIFICALLY REFERRED TO IN THE POLICY CLAUSE

ATTACHING TO AND FORMING PART OF POLICY NUMBER: LMI000321

Except to the extent provision is already made, or more extensive cover is already provided by the printed policy wording, it is agreed that the following clauses are incorporated in the Policy.

The Insurer agrees that all definitions detailed in these clauses will replace the appropriate definitions in the printed Policy wording, which are deemed to be deleted.

Should any ambiguities exist in the clauses they will be interpreted in favour of the Insured.

Headings have been included for ease of reference and it is agreed that the Terms, Conditions and Exclusions of the Policy are not to be construed and interpreted by reference to such headings.



NON-COUNCIL DEFINITION OF "BUSINESS":

DEFINITIONS:

The following definition shown in the Policy is hereby deleted in its entirety:

"BUSINESS" means:

VICTORIAN AND TASMANIAN COUNCIL'S EXCLUDED BUSINESS ACTIVITIES:**DEFINITIONS**

The "BUSINESS" means, definition shown in the Policy is deleted and replaced by the following:

"BUSINESS" means

Municipal or other Local Government Authorities, and all incidental and associated functions of the Participant (including Water, Sewerage, Electricity, Gas, private works and the hiring of plant, the provision and management of canteens, social or sporting clubs, medical services and welfare organisations, and the like services), and any other business "noted and allowed" by the Association. Provided however the Association shall not be liable in relation to coverage provided under this Policy in respect of the following activities, functions and services:

Council Building Department and Municipal Building Surveyors:

- Pre-purchase house inspections within and/or outside of your municipality;
- Swimming Pool and Fire Audits outside of the Council's/Municipal Building Surveyors own Municipal District;
- Advice, applications/representation to the Building Appeals Board, submissions to reporting authorities, and the like, on behalf of a client for works outside the Council's/ Municipal Building Surveyors own Municipality;
- Situations where Municipal Building Surveyors act as adviser and facilitator of building works, within and/or outside of the municipality, on behalf of a client, and then carry out the function of regulation and approval authority on the same project;
- And the like.

Medical Services (Medical Malpractice):

Unless otherwise stated/listed in the policy, the Association shall not be liable in relation to coverage provided under this policy in respect of: any medical services/activities and/or the provision of advice, products and the like provided by any employed/visiting, contracted medical professionals/consultants/health practitioners and the like. Such excluded services/activities, and products provided by or on behalf of the Council (but not limited to): medical/health services provided by a doctor, naturopath, dentist, podiatrist, physiotherapist, chiropractor, optometrist, mental health professional or other provider, hearing specialist and/or other similar visiting/contracted/employed medical professionals and/or health practitioners, other than;

The provision of the following medical services provided by Council employed Nurses:

- Immunisation for Children/Adults including school/work site visits;
- Pediculosis – head lice checks;
- Maternal and child health services;
- Age and Disability/Nursing home/Age Care;
- Incidental activities and the like.

CASUAL HIRERS LIABILITY

Please note the premium negotiated is based on the following premium structure (not including charges):-

Section A – Hirers - \$13.50 per hire plus charges.

Section B – Stallholders – Festivals/Programs (One off) - \$33.00
 Stallholders – Regular Markets (3 or more per annum) - \$18.00
 Performers - \$33.00
 Buskers - \$33.00
 Street Stallholders - \$33.00
 Tutors/Instructors - \$175.00
 Artists – one off commissions - \$33.00
 Artists – leasing/occupying artist studios - \$125.00

Section C – Permit Holders - \$17.50 plus charges based on total number of permits.

(Please note: Coverage under each section of the policy has been based on the declared numbers as per completed declaration)

PART A – HIRERS OF COUNCIL OWNED OR CONTROLLED FACILITIES

Insured	Various Uninsured Hirers of Council Owned or Controlled Facilities (not otherwise insured).
Business	Activities conducted at and from the hired premises
Definition of Hirers	All casual, ad-hoc and regular hirers provided hire occurs no more than 52 times per annum (per hirer)
Interest Insured	All sums which the Insured shall be legally liable to pay to third parties by reason of: <ul style="list-style-type: none"> ▪ Death or Personal Injury ▪ Loss or Damage to Property ▪ Happening during the Period of Insurance and caused by an occurrence in connection with the Business.
Products	Any goods, products and property (after they have ceased to be in your possession or under your control), which are or is deemed to have been manufactured, grown, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by you (including any container thereof other than a vehicle)
Limits of Liability	<p>General Liability \$20,000,000 any one occurrence</p> <p>Products Liability \$20,000,000 any one occurrence and in the aggregate any one Period of Insurance</p>
Sub Limits of Liability	Property in Your Physical or Legal Control \$100,000 any one occurrence and in the aggregate for any period of insurance.
Deductible/Excesses	The Insured shall bear the first \$250 of each and every claim or series of claims arising out of any one Occurrence.
Excluded:	Sporting Activities/Markets/Fairs/Special Events

PART B – PERFORMERS/STALLHOLDERS/ARTISTS/BUSKERS/STREET STALLHOLDERS/TUTORS & INSTRUCTORS

Insured	Various Uninsured Performers, Stallholders, Artists, Buskers, Street Stallholders, Tutors & Instructors
Business	<p>Performers & Stallholders</p> <p>Covering various activities whilst participating in an event or program organised by Council or an event or program organised by others where Council requires coverage.</p> <p>Artists</p> <p>Covering artists whilst engaged in creating a commissioned work for Council or whilst leasing/occupying artist studios provided by Council.</p> <p>Street Buskers</p> <p>Covering various busking activities not otherwise excluded under a permit issued by Council.</p> <p>Street Stallholders</p> <p>Covering various activities of street stallholders operating under a Council permit.</p> <p>Tutors & Instructors</p> <p>Covering tutors and instructors whilst conducting leisure based courses under an engagement from Council at and from a Council facility (Excludes Child Care, Foster Family and Sporting Activities)</p>
Situation and/or Premises	Anywhere within the Municipality
Products	Any goods, products and property (after they have ceased to be in your possession or under your control), which are or is deemed to have been manufactured, grown, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by you (including any container thereof other than a vehicle)
Limits of Liability	<p>General Liability \$20,000,000 any one occurrence</p> <p>Products Liability \$20,000,000 any one occurrence and in the aggregate any one Period of Insurance</p>
Sub Limits of Liability	Property in Your Physical or Legal Control \$100,000 and one occurrence and in the aggregate for any one period of insurance
Deductible/Excess	The insured shall bear the first \$250 of each and every claim or series of claims arising out of any one occurrence

PART C – PERMIT HOLDERS

Insured	Various uninsured Local Trader Permit Holders
Business	Local Trader Permit Holders

Placement of advertising boards and other merchandise on footpaths or areas deemed to be Council property under a permit issued by Council, including street cafes, trading tables, waste management bins and street traders.

Community Gardens Permit Holders

Residents setting up and maintaining gardens on Council property including nature strips, under a permit issued by Council.

Limits of Liability

General Liability

\$20,000,000 any one occurrence

Products Liability Community Garden Permit Holders Only

\$20,000,000 any one occurrence and in the aggregate for any one Period of Insurance.

Sub Limits of Liability

Property in Your Physical or Legal Control \$100,000 any one occurrence and in the aggregate for any one period of insurance.

Deductible/Excesses

The Insured shall bear the first \$250 of each and every claim or series of claims arising out of any one Occurrence.

Excluded:

Sporting Activities/Markets/Fairs/Special Events (ie Australia Day Celebrations, Concerts etc)

Wording Specified Exclusions:

MMA CGL v0.3 subject to the following endorsements:

- (a) Terrorism Exclusion
- (b) Asbestos Exclusion
- (c) Information Technology hazards, computer data, program and data storage media exclusion
- (d) Contractual Liability/Specified contract endorsement
- (e) Contractors and Sub-contractors Exclusion
- (f) Amusement Rides & the like Exclusion
- (g) Security Personnel Exclusion
- (h) Concerts/Band Exclusion
- (i) Child Minding Facility Exclusion
- (j) Stallholders Exclusion
- (k) Fireworks Display Exclusion

Insurer

QBE Insurance (Australia) Ltd

Estimated – Hirings

Section A - 233
Section B – Not Insured
Section C – Not Insured

101/15

LOCAL GOVERNMENT REFORM

Responsible Officer: Des Jennings, General Manager
Report prepared by: Des Jennings, General Manager – Northern Midlands Council;
Greg Preece, General Manager – Meander Valley Council; and
Rolph Vos, Acting General Manager – West Tamar Council

1 PURPOSE OF REPORT

The Minister for Planning and Local Government is seeking Council's views in relation to its willingness to investigate a shared services model and/or voluntary amalgamation model for local government in Tasmania.

2 INTRODUCTION/BACKGROUND

The Northern Midlands Council, Meander Valley Council and West Tamar Council have had informal discussions regarding the voluntary amalgamations and resource sharing proposal presented by the Minister for Planning and Local Government, Peter Gutwein MP in February 2015.

Minister Gutwein's proposal outlined four principles that must be met for amalgamations to be considered:

- Amalgamations must be in the best interest of ratepayers;
- Improve the level of services for communities;
- Preserve and maintain local representation; and
- Ensure the financial status of the entities is strengthened.

Mayors and General Managers from Meander Valley, Northern Midlands and West Tamar councils met on 1 April to discuss local government reform. At the meeting, it was agreed that the process should first commence with a benchmarking exercise of financial and service delivery measures using an independent consultant with local government experience for each Council.

The Mayors all agreed to take an agenda item to their respective Council's April meetings and seek Council approval to enter into more formal discussions about identifying strategic shared service opportunities.

All three Mayors at the meeting indicated that it was unlikely that their Councils would support voluntary amalgamations.

3 STRATEGIC PLAN

The Strategic Plan 2007/2017 (2012/2013 revision) provides the guidelines within which Council operates. The following, "Volume 1 – Mapping Our Direction" goals identified have relevance to this issue:

- **Part 1A: Governance**
 - 1.1 Governance
 - 1.3 Community Dialogue
 - 1.4 Community Agendas
 - 1.8 Regional/ State/ Federal/ International Relations
- **Part 1B: Governance**
 - 1.9 Financial Management
 - 1.10 Customer Service
 - 1.12 Information Management
 - 1.13 Asset Management

4 POLICY IMPLICATIONS

There are no policy implications.

5 STATUTORY REQUIREMENTS

Local Government Act 1993.

6 FINANCIAL IMPLICATIONS

At the meeting held on 1 April, it was agreed that the respective councils be asked to consider the preparation of an enterprise wide service review and benchmarking project.

The project would be completed using an independent consultant with local government experience.

At the time of writing this report, costs are being sought from consultants to undertake this work.

It is recommended that the initial work and its associated costs are met by the respective councils and that the funding on offer by the State Government may be utilised to implement a possible outcome from the benchmarking project an agreed shared service delivery model.

The State Government will provide financial assistance towards the development of feasibility studies: funding of up to \$25,000 for an amalgamation/shared services proposal involving two councils, or up to \$50,000 for a proposal involving three or more councils. It is understood that initially the State Government funding would only be provided on the basis that it is matched dollar for dollar by the participating councils. It is understood that this may be negotiable.

7 RISK ISSUES

It is critical that the three councils engage an independent consultant to carry out the benchmarking project to ensure openness and transparency. With projects of this nature it is important to analyse the positives and negatives arising from the investigations.

Each Council must be open to the provision of data to allow its analysis in a consistent fashion that will support meaningful performance measures and benchmarks. Without a consistent approach and process mapping, data collection and input costings the benchmarking project will fail.

8 CONSULTATION WITH THE STATE GOVERNMENT

As the Minister for Local Government initiated the discussion on local government reform, it is important that the councils keep the Minister for Planning and Local Government, the Hon. Peter Gutwein MP, informed on the progress of the enterprise wide service review and benchmarking project.

9 COMMUNITY CONSULTATION

Community consultation would be integral in determining an outcome from the service review and benchmarking project. Outcomes from this project will be utilised to inform future strategic discussion with the community.

Local government faces increasingly demanding and complex community expectations with limited resources and competing demands, it is critical that councils find new ways to plan and deliver services so that local government is sustainable and able to flourish. Strategic collaboration and partnerships are ways that councils can respond to these challenges.

10 OPTIONS FOR COUNCIL TO CONSIDER

The options for Council to consider, include:

- i) not to accept the recommendation;
- ii) to proceed with the project; or
- iii) accept the proposal with modifications.

11 OFFICER'S COMMENTS/CONCLUSION

The potential opportunity from the enterprise wide services review and benchmarking project is the delivery of a strategic collaborative arrangement that uses resources wisely to meet the long-term needs of the community.

Strategic collaboration takes many forms including alliances, partnerships and business clusters, with a purpose to reduce duplication of services, provide cost savings, access innovation, enhance skills development and open the way for local communities to share ideas and connect with others. Strategic collaboration offers participating Councils a way to achieve their goals and objectives in cost effective and innovative ways. Strategic collaboration is not about reducing staff numbers or council autonomy.

The benchmarking project is the first step towards Council considering the appropriateness of entering into a collaborative arrangement with an agreed long-term strategic relationship and a shared common future that is mutually beneficial.

The outcomes of this project will determine the future direction as regards to shared services with participating councils and/or facilitate identification of other possible partner councils.

12 REFERENCE

- 12.1 A Guidance Paper - Collaboration and Partnerships between Councils - NSW Department of Local Government, 2007.

MINUTES – ORDINARY MEETING

20 APRIL 2015



RECOMMENDATION 1

That the matter be discussed.

RECOMMENDATION 2

That

- i) Council agrees to collaborate with the councils of Meander Valley and West Tamar in a benchmarking exercise of financial and service delivery measures utilising the services of an independent consultant.
- ii) the General Manager be authorised to engage a project consultant with local government experience.

DECISION

Cr Polley/Cr Goss

That

- i) Council agrees to collaborate with the councils of Meander Valley and West Tamar in a benchmarking exercise of financial and service delivery measures utilising the services of an independent consultant.
- ii) the General Manager be authorised to engage a project consultant with local government experience.

Carried unanimously

24 LOCAL GOVERNMENT REFORM

Report prepared by: *Des Jennings, General Manager*

1 PURPOSE OF REPORT

The purpose of this report is to provide an update on the voluntary amalgamations and resource sharing proposal presented by the Minister for Planning and Local Government, Peter Gutwein MP in February 2015.

2 INTRODUCTION/BACKGROUND

The Northern Midlands Council, Meander Valley Council, West Tamar Council and George Town Council have had informal discussions regarding the voluntary amalgamations and resource sharing proposal outlined by Mr Gutwein noting the four principles that must be met for amalgamations to be considered:

- Amalgamations must be in the best interest of ratepayers;
- Improve the level of services for communities;
- Preserve and maintain local representation; and
- Ensure the financial status of the entities is strengthened.

Mayors and General Managers met on 1 April to discuss local government reform. At the meeting, it was agreed that the process should first commence with a benchmarking exercise of financial and service delivery measures using an independent consultant with local government experience for each Council.

The Mayors all agreed to take an agenda item to their respective Council's April meetings and seek Council approval to enter into more formal discussions about identifying strategic shared service opportunities.

The General Managers have now prepared a consultancy brief and are in the process of calling expressions of interest from experienced independent consultants to carry out the benchmarking project to ensure openness and transparency.

An expression of interest has been received and the general managers have assessed the proposal.

Mayors and General Managers met on 1 July with Minister Peter Gutwein to discuss the joint Shared Service Investigation proposal. We are awaiting advice on the outcome of those discussions.

MINUTES – ORDINARY MEETING

17 AUGUST 2015



218/15

LOCAL GOVERNMENT REFORM

File: 41/007/001
Responsible Officer: Des Jennings, General Manager
Report prepared by: Des Jennings, General Manager – Northern Midlands Council

1 PURPOSE OF REPORT

The Minister for Planning and Local Government has sought Council's views in relation to its willingness to investigate a shared services model and/or voluntary amalgamation model for local government in Tasmania. The outcome of which; for the eight councils within our region is to formally consider a joint benchmarking project.

2 INTRODUCTION/BACKGROUND

The Northern Midlands, Meander Valley, Break O'Day, Dorset, George Town, Launceston City, Flinders and West Tamar councils have had informal discussions regarding the voluntary amalgamations and resource sharing proposal presented by the Minister for Planning and Local Government, Peter Gutwein MP in February 2015.

Minister Gutwein's proposal outlined four principles that must be met for amalgamations to be considered:

- Amalgamations must be in the best interest of ratepayers;
- Improve the level of services for communities;
- Preserve and maintain local representation; and
- Ensure the financial status of the entities is strengthened.

Mayors and General Managers from all of the eight councils met on 21 July to discuss local government reform. At the meeting, it was agreed that the process should first commence with a benchmarking exercise of financial and service delivery measures using an independent consultant with local government experience, for each Council.

The Mayors all agreed to take an agenda item to their respective Council's August meetings and seek Council approval to enter into more formal discussions about identifying strategic shared service opportunities.

Council, at its meetings in April and July have formally resolved the following:

20 April 2015: Minute Reference 101/15:

Cr Polley/Cr Goss

That

- Council agrees to collaborate with the councils of Meander Valley and West Tamar in a benchmarking exercise of financial and service delivery measures utilising the services of an independent consultant.*
- the General Manager be authorised to engage a project consultant with local government experience.*

Carried unanimously

20 July 2015: Minute Reference 191/15:

Cr Adams/Cr Knowles

That Council authorise the Mayor to enter into discussions with all Tasmanian Councils that express an interest in respect to potential benchmarking and resource sharing initiatives.

Carried unanimously

3 STRATEGIC PLAN

The Strategic Plan 2007/2017 (2012/2013 revision) provides the guidelines within which Council operates. The following, "Volume 1 – Mapping Our Direction" goals identified have relevance to this issue:

- **Part 1A: Governance**
 - 1.1 Governance
 - 1.3 Community Dialogue
 - 1.4 Community Agendas
 - 1.8 Regional/ State/ Federal/ International Relations
- **Part 1B: Governance**
 - 1.9 Financial Management
 - 1.10 Customer Service
 - 1.12 Information Management
 - 1.13 Asset Management

4 POLICY IMPLICATIONS

There are no policy implications.

5 STATUTORY REQUIREMENTS

Local Government Act 1993.

6 FINANCIAL IMPLICATIONS

At the meeting held on 21 July, it was agreed that the respective councils be asked to consider the preparation of an enterprise wide service review and benchmarking project.

The project would be completed using an independent consultant with local government experience.

At the time of writing this report, costs for the eight Council project had not been finalised.

It is recommended that the initial work and its associated costs are met by the respective councils and that the funding on offer by the State Government may be utilised to implement a possible outcome from the benchmarking project an agreed shared service delivery model.

The State Government will provide financial assistance towards the development of feasibility studies: funding of up to \$25,000 for an amalgamation/shared services proposal involving two councils, or up to \$50,000 for a proposal involving three or more councils. It is understood that initially the State Government funding would only be provided on the basis that it is matched dollar for dollar by the participating councils. It is understood that this may be negotiable.

7 RISK ISSUES

It is critical that the eight councils engage an independent consultant to carry out the benchmarking project to ensure openness and transparency. With projects of this nature it is important to analyse the positives and negatives arising from the investigations.

Each Council must be open to the provision of data to allow its analysis in a consistent fashion that will support meaningful performance measures and benchmarks. Without a consistent approach and process mapping, data collection and input costings the benchmarking project will fail.

8 CONSULTATION WITH THE STATE GOVERNMENT

As the Minister for Local Government initiated the discussion on local government reform, it is important that the councils keep the Minister for Planning and Local Government, the Hon. Peter Gutwein MP, informed on the progress of the enterprise wide service review and benchmarking project.

9 COMMUNITY CONSULTATION

Community consultation would be integral in determining an outcome from the service review and benchmarking project. Outcomes from this project will be utilised to inform future strategic discussion with the community.

Local government faces increasingly demanding and complex community expectations with limited resources and competing demands, it is critical that councils find new ways to plan and deliver services so that local government is sustainable and able to flourish. Strategic collaboration and partnerships are ways that councils can respond to these challenges.

10 OPTIONS FOR COUNCIL TO CONSIDER

The options for Council to consider, include:

- i) not to accept the recommendation;
- ii) to proceed with the project; or
- iii) accept the proposal with modifications.

11 OFFICER'S COMMENTS/CONCLUSION

The potential opportunity from the enterprise wide services review and benchmarking project is the delivery of a strategic collaborative arrangement that uses resources wisely to meet the long-term needs of the community.

Strategic collaboration takes many forms including alliances, partnerships and business clusters, with a purpose to reduce duplication of services, provide cost savings, access innovation, enhance skills development and open the way for local communities to share ideas and connect with others. Strategic collaboration offers participating Councils a way to achieve their goals and objectives in cost effective and innovative ways. Strategic collaboration is not about reducing staff numbers or council autonomy.

The benchmarking project is the first step towards Council considering the appropriateness of entering into a collaborative arrangement with an agreed long-term strategic relationship and a

shared common future that is mutually beneficial.

The outcomes of this project will determine the future direction as regards to shared services with participating councils and/or facilitate identification of other possible partner councils.

RECOMMENDATION 1

That the matter be discussed.

RECOMMENDATION 2

That the Council endorse engagement in a benchmarking project involving councils in northern Tasmania which establishes a standardised evidence base providing comparative data on both quantitative and qualitative aspects of operations and identifies areas of potential for resource sharing and other collaboration between councils.

DECISION

Cr Polley/Cr Goninon

That the matter be discussed.

Carried unanimously

Cr Polley/Cr Gordon

That the Council endorse engagement in a benchmarking project involving councils in northern Tasmania which establishes a standardised evidence base providing comparative data on both quantitative and qualitative aspects of operations and identifies areas of potential for resource sharing and other collaboration between councils; and appoint a consultant with suitable local government experience.

AMENDMENT

Cr Polley/Cr Goninon

That the Council

- i) endorse engagement in a benchmarking project involving councils in northern Tasmania which establishes a standardised evidence base providing comparative data on both quantitative and qualitative aspects of operations and identifies areas of potential for resource sharing and other collaboration between councils;
- ii) support the tender process for the feasibility study being open to consultants that are not included on the list of four consultants identified on the Tender Panel;
- iii) the General Manager be authorised to appoint a consultant with suitable local government experience; and
- iv) authorise the General Manager to report back to the September council meeting on a way forward, if no progress has been made on the benchmarking project involving other councils.

Carried unanimously

The Amendment became the motion
The Amendment was Put and
Carried unanimously

257/15

LOCAL GOVERNMENT REFORM

Responsible Officer: Des Jennings, General Manager

Report prepared by: Des Jennings, General Manager

1 PURPOSE OF REPORT

Council at its meeting on the 17th August 2015 sought a report on the progress to date to initiate the benchmarking project and, in particular, advice on the agreement of the northern councils to participate in the project.

The General Manager was also to report on the estimate of the cost to carry out benchmarking for the Northern Midlands Council.

2 INTRODUCTION/BACKGROUND

Council at its meetings in April, July and August have formally resolved the following:

Council, at its meetings in April and July have formally resolved the following:

20 April 2015: Minute Reference 101/15:

Cr Polley/Cr Goss

That

- i) Council agrees to collaborate with the councils of Meander Valley and West Tamar in a benchmarking exercise of financial and service delivery measures utilising the services of an independent consultant.*
- ii) the General Manager be authorised to engage a project consultant with local government experience.*

Carried unanimously

20 July 2015: Minute Reference 191/15:

Cr Adams/Cr Knowles

That Council authorise the Mayor to enter into discussions with all Tasmanian Councils that express an interest in respect to potential benchmarking and resource sharing initiatives.

Carried unanimously

17 August 2015: Minute Reference 218/15

Cr Polley/Cr Goninon

That the Council

- i) endorse engagement in a benchmarking project involving councils in northern Tasmania which establishes a standardised evidence base providing comparative data on both quantitative and qualitative aspects of operations and identifies areas of potential for resource sharing and other collaboration between councils;*
- ii) support the tender process for the feasibility study being open to consultants that are not included on the list of four consultants identified on the Tender Panel;*
- iii) the General Manager be authorised to appoint a consultant with suitable local government experience; and*
- iv) authorise the General Manager to report back to the September council meeting on a way forward, if no progress has been made on the benchmarking project involving other councils.*

Carried unanimously

3 STRATEGIC PLAN

The Strategic Plan 2007/2017 (2012/2013 revision) provides the guidelines within which Council operates. The following, “Volume 1 – Mapping Our Direction” goals identified have relevance to this issue:

- **Part 1A: Governance**
 - 1.1 Governance
 - 1.3 Community Dialogue
 - 1.4 Community Agendas
 - 1.8 Regional/ State/ Federal/ International Relations
- **Part 1B: Governance**
 - 1.9 Financial Management
 - 1.10 Customer Service
 - 1.12 Information Management
 - 1.13 Asset Management

4 POLICY IMPLICATIONS

There are no policy implications.

5 STATUTORY REQUIREMENTS

Local Government Act 1993.

6 FINANCIAL IMPLICATIONS

At the time of writing this report, costs for the eight Council project had not been finalised.

The estimate of cost for a Financial Sustainability Assessment for the Northern Midlands Council had been received and provided in closed council.

7 RISK ISSUES

It is critical that the eight councils engage an independent consultant to carry out the benchmarking project to ensure openness and transparency. With projects of this nature it is important to analyse the positives and negatives arising from the investigations.

Each Council must be open to the provision of data to allow its analysis in a consistent fashion that will support meaningful performance measures and benchmarks. Without a consistent approach and process mapping, data collection and input costings the benchmarking project will fail.

The acceptance of Council to proceed with a singular benchmarking project will only allow for comparison with State average and may not provide a clear comparison for judging like services and data (comparing apples with apples).

8 CONSULTATION WITH THE STATE GOVERNMENT

As the Minister for Local Government initiated the discussion on local government reform, it is important that the councils keep the Minister for Planning and Local Government, the Hon. Peter Gutwein MP, informed on the progress of the enterprise wide service review and benchmarking

project.

9 COMMUNITY CONSULTATION

Community consultation would be integral in determining an outcome from the service review and benchmarking project. Outcomes from this project will be utilised to inform future strategic discussion with the community.

Local government faces increasingly demanding and complex community expectations with limited resources and competing demands, it is critical that councils find new ways to plan and deliver services so that local government is sustainable and able to flourish. Strategic collaboration and partnerships are ways that councils can respond to these challenges.

10 OPTIONS FOR COUNCIL TO CONSIDER

The options for Council to consider, include:

- i) not to accept the recommendation;
- ii) to proceed with the project; or
- iii) accept the proposal with modifications.

11 OFFICER'S COMMENTS/CONCLUSION

The following were the decisions of other member councils in relation to the Benchmarking/ Shared Services Project:

11.1 Break O'Day Council

17 August 2015 meeting:

Moved: Cllr G McGuinness / Seconded: Cllr J Tucker

1. That Council participate in the benchmarking process and investigation of a shared service model with Councils in the northern region.
2. That Council liaise with Councils from the south-east including Glamorgan-Spring Bay with a view to undertaking modelling regarding merger options and/or boundary adjustment of these Councils as it might affect the Break O'Day Council.
3. That the Mayor and General Manager be authorised to enter into arrangements necessary for this to occur.
4. That at the first 2015-2016 Budget review an allocation of \$50,000 be provided to assist in meeting consultant costs for the modelling exercises.

Carried unanimously

11.2 Dorset Council

Not yet considered by Council.

11.3 Flinders Council

At the July meeting

203.07.2015 Moved: Deputy Mayor M Cobham Seconded: Cr D Williams

That the Mayor write to the Minister for Local Government expressing that:

- 1) *Flinders Council has for many years been at the forefront of utilising resource sharing.*
- 2) *Flinders Council will continue to explore how these can deliver improved services and cost efficiencies for our community.*
- 3) *With funding support provided by the State Government, Flinders Council confirms a willingness to explore other models of sharing resources either within our existing agreements or at a regional level.*

MINUTES – ORDINARY MEETING

21 SEPTEMBER 2015



Carried unanimously

It is understood that there will be an agenda item relating to Resource Sharing on the 24th September's meeting agenda.

11.4 George Town Council

19 August 2015 meeting:

Moved: Cr Burt Seconded: Cr Harris

That Council:

- 1) Receive and note the information presented in this report; and*
- 2) Agree to collaborate with participating Northern Councils to undertake a benchmarking process involving Councils in northern Tasmania which establishes a standardised evidence base providing data on both quantitative and qualitative aspects of operations and which additionally identifies from the data areas of potential for resource sharing and other collaboration between the Councils; and*
- 3) Authorise the Mayor and General Manager to participate in these investigations and projects as outlined and in accordance with Council's resolutions; and*
- 4) That George Town Council will continue to participate in the benchmarking/shared services investigation project with the four panel members as outlined or an expanded panel as agreed with the State Government and participating Councils.*

Carried (8/1)

11.5 Launceston City Council

Not yet considered by Council.

11.6 Meander Valley Council

8 September 2015 meeting:

Cr Synfield moved and Cr Connor seconded "that Council -

- 1. Endorse engagement in a benchmarking project in the manner conveyed in the attached project brief dated July 2015, or as amended from time to time, involving Councils in Northern Tasmania which establishes a standardised evidence base providing comparative data on both quantitative and qualitative aspects of operations and identifies areas of potential for resource sharing and other collaboration between Council; and*
- 2. The General Manager be authorised to engage a project consultant in consultation (consensus) with the other General Managers involved.*
- 3. Support the tender process for the feasibility study being open to additional consultants that are not included on the list of four consultants identified on the Tender Panel put forward by the State Government.*

The motion was declared CARRIED with Councillors Connor, Kelly, King, Mackenzie, Perkins, Richardson, Synfield, White and Youd voting for the motion.

11.7 West Tamar Council

18 August 2015 meeting:

Moved Cr Kearney seconded Cr Woinarski that council:

- 1. endorse engagement in a benchmarking project involving Councils in Northern Tasmania which establishes a standardised evidence base providing comparative data on both quantitative and qualitative aspects of operations and identifies areas of potential for resource sharing and other collaboration between Councils; and*
- 2. the General Manager be authorised to engage a project consultant.*
- 3. support the tender process for the feasibility study being open to additional consultants that are not included on the list of four consultants identified on the Tender Panel put forward by*

MINUTES – ORDINARY MEETING

21 SEPTEMBER 2015



the State Government.

Carried unanimously

As would be appreciated, a number of councils are yet to determine their positions with regard to participating in the benchmarking project.

It would be hoped that advice on the willingness to participate is known prior to the end of October 2015.

Matters that still need clarification relating to conditional funding from the State Government include:

- The ability to seek fee offers for the project outside the State Government confirmed panel of consultants (see email advice from Local Government Division).
- The Expressions of Interest to no longer be received by a Council's General Manager but be directed to the Local Government Division.

Further, clarification will be provided at the Council meeting, post a meeting of General Managers on the 16th September 2015 at which time the Shared Service Brief will be discussed.

12 ATTACHMENTS

- i) Copy of Draft Brief: Investigation of Shared Service Model
- ii) Email from the Director of Local Government dated 18 August 2015

RECOMMENDATION 1

That the matter be discussed.

RECOMMENDATION 2

That

- i) the General Manager continue to participate in discussions with the councils to achieve a collaborative approach to the regional benchmarking project.
- ii) the fee offer from CT Managerial Group be noted and a decision on the matter be held in abeyance.

DECISION

Cr Knowles/Cr Goss

That

- i) the General Manager continue to participate in discussions with the councils to achieve a collaborative approach to the regional benchmarking project.
- ii) the fee offer from CT Managerial Group be noted and a decision on the matter be held in abeyance.

Carried unanimously



Project Brief

Investigation of Shared Service Model

December 2015

1. Background:

The Tasmanian State Government, by way of a proposal presented by the Minister for Planning and Local Government, Peter Gutwein MP in February 2015, has asked local government within Tasmania to look at opportunities for voluntary amalgamation and/or resource sharing/shared service opportunities.

Eight Councils from the northern region of Tasmania – Break O' Day, Dorset, Flinders, George Town, Launceston City, Meander Valley, Northern Midlands and West Tamar have had discussions regarding possible resource sharing/shared services within the context of improving their capacity and performance.

Minister Gutwein's proposal outlined four principles that must be met for amalgamations/shared services to be considered. Pursuant to these principles, amalgamations must:

- Be in the best interest of ratepayers
- Improve the level of services for communities
- Preserve and maintain local representation and
- Ensure the financial status of the entities is strengthened

This project seeks to investigate the benefits of a shared services model which offers efficiencies and improved performance benefits.

The project will investigate and conclude on whether a shared services model can meet the test of the four principles enunciated by the Minister. Launceston City Council is the largest of the eight Councils. Three out of the eight Councils (Meander Valley, Northern Midlands and West Tamar) are all deemed to be medium sized Councils, however each vary in population, area and rateable assessments. The remaining Councils (Break O' Day, Dorset, Flinders and George Town) are classified as small Councils. Please see demographics in the table below:

Council	Break O' Day	Dorset	Flinders	George Town	Launceston City	Meander Valley	Northern Midlands	West Tamar
Population	6,430	7,158	784	6,828	67,035	19,543	12,754	23,012
Rateable assessments	6,357	5,207	1,207	4,442	30,831	9,678	6,713	11,300
Area Size in Square Kilometres	3,526	3,228	1,997	653	1,414	3,330	5,137	691

It has been agreed that the first steps in this process should be a benchmarking exercise, looking into the financial and service delivery measures of each Council. This should be undertaken by an independent consultant who has experience in local government areas and include a summary of existing key services across councils.

2. Objective:

The objective of the consultancy is to undertake a benchmarking process involving Councils in northern Tasmania which establishes a standardised evidence base providing data on both quantitative and qualitative aspects of operations and which additionally identifies from the data areas of potential for resource and service sharing and other collaboration between the Councils.

Required Outcomes:

The required outcomes of the consultancy are:

1. Review the base data utilised to establish Council KPIs as identified in the Tasmanian Auditor General's report to ensure that the specific base data establishes a consistent comparison for each Council.
2. Benchmark each Council's KPIs as identified in the Tasmanian Auditor General's report, in addition to any other KPIs considered relevant, for example this should include key measures of operational efficiency such as:
 - a. Human resource management;
 - b. Corporate service function (financial management, reporting, compliance, rates);
 - c. Asset management planning, service levels, condition assessment and engineering;
 - d. Asset maintenance;
 - e. Animal management;
 - f. Planning and development;
 - g. Procurement;
 - h. Waste management;
 - i. Public and environmental health;
 - j. Emergency management; and
 - k. Information technology systems (security, software and hardware)
3. Identify the services provided by each Council and to what level these services are provided including any relevant contextual information on service differentials.

4. Compare the services identified in point 3 and conduct comparison with the benchmark base line identified in point 2.
5. Provide an analysis of the future demographic profile of the region – current and projected to 2025, for example:
 - a. age;
 - b. population;
 - c. population per square kilometre; and
 - d. economic growth and tourismand include any major changes in service delivery needs.
6. Make recommendations on where improvements/efficiencies can be made in each area of each Council.
7. Recommend resource sharing/service collaboration opportunities including
 - a. the services that could be regionalised and how;
 - b. the potential for cost savings, service improvements and efficiency improvements to council operations, and any other stakeholders;
 - c. the potential for improved risk management;
 - d. other potential financial benefits and impacts from a shared service delivery model;
 - e. the impacts on employment numbers, potential improvements in staff skills and potential impacts on existing employment arrangements including Enterprise Agreements; and
 - f. appropriate governance arrangements.
8. Develop an evaluation framework which includes baseline data, benchmarks and performance indicators (identified in the area outlined in 2 as a minimum) for evaluating the success of the services. The framework should also include the ability to assess the improvement to the ongoing viability of the councils involved.

3. Methodology:

The methodology of the consultancy should include:

- Establish a review team within each Council
- Analyse existing data (ensuring that base data allows the comparison of consistent comparative data for each Council)
- Identify the 'gap', strengths and opportunities for improvement, including comparisons to national local government data
- Recommend resource sharing/service collaboration opportunities

- Report to Councils and the State Government.

4. Project Management:

The project will be managed by the eight General Managers of the Councils, plus a representative from the Local Government Division, Department of Premier and Cabinet, who will be the Steering Committee for the project and meet as required.

A Memorandum of Understanding will be signed with the State Government which will confirm funding arrangements and the roles and responsibilities of councils and the State Government.

5. Deliverable:

The consultancy outputs shall be delivered in two stages:

- Stage One – Draft Investigation of a Benchmarking and Shared Service Model to be presented to Steering Committee for review and endorsement
- Stage Two – Final Investigation of Shared Service Model to include full costing of nominated resource sharing/service collaboration opportunities as identified by the Steering Committee

6. Timeframes:

The required timeframes for the project is:

- Stage One – not more than 12 weeks after the consultant is engaged
- Stage Two – not more than 5 weeks after stage one outputs are delivered
- Or by negotiation with the Steering Committee

7. Budget and Payment Schedule:

A formal contract will be signed with the consultant.

The payment schedule will be:

- First payment (20% of total) upon commencement of the project
- Second payment (40% of total) on the satisfactory completion of stage one
- Final payment (40% of total) upon satisfactory completion of stage two

8. Reporting:

All reports are to be presented in:

- Hard copy form;
- Electronic form; and

- A presentation to the State and participating councils on the outcomes of the study.

9. Intellectual Property Ownership and Research/Investigation Documentation:

Any intellectual property rights associated with this project will be assigned to the respective Councils. On completion of the study all materials produced in the course of the project will be delivered to the Councils and the State Government

10. Selection Criteria:

Proposals will be assessed by the Steering Committee on the basis of:

- Demonstration of the approach required:
 - Details of the methodology and scope of works to be conducted. The consultant's understanding of the nature and scope of the project and the need to appreciate and manage stakeholder interests and expectations
- Demonstration of experience on similar projects:
 - Description of similar projects undertaken by the consultant
- Demonstrated capacity to undertake the work:
 - Qualifications and availability of consultants to be assigned to the task and qualifications and availability of planned sub-consultants
- Indication of management systems required:
 - Outline of systems to manage costs, time and quality associated with the task
- Financial considerations:
 - The proposed budget for the consultancy

11. Tenders Addressing Selection Criteria:

Tenders addressing the selection criteria will be invited by public advertisement with direct invitations to consultants.

Tenders are to be submitted to Ian Pearce by email Ian.Pearce@wtc.tas.gov.au by 5.00pm on xx (insert closing date).

12. Further Information:

Further information can be obtained from Ian Pearce of West Tamar Council on 03 6323 9344 or by emailing Ian.Pearce@wtc.tas.gov.au.

REGIONAL WASTE MANAGEMENT AGREEMENT

Northern Tasmanian Development Ltd

and

**Break O'Day Council
Dorset Council
Flinders Council
George Town Council
Launceston City Council
Meander Valley Council
Northern Midlands Council
West Tamar Council**