

**20.4** Upon the receipt of a recommendation arising from a review, the Members must pass a Special Resolution to either:

- (a) adopt the recommendation of the Board; or
- (b) to take some other course of action.

**20.5** After and as a consequence of a review under this **clause 20**, no Member is bound, nor can be compelled, to remain and continue as a Member and if a Member elects to cease being a Member, the shares of that Member are deemed to be forfeited.

**20.6** Every Member that elects to continue as a Member of the Organisation expressly agrees to commit to a further three (3) year funding cycle, subject to all relevant CPI adjustments for the new period, and the Board must record a resolution to that effect.

## **21. Dispute Resolution**

**21.** The parties agree to adopt and be bound by the dispute resolution procedures set out in the Company Constitution.

## **22. Default**

**22.1** If any party breaches that parties obligations under this Agreement, and does not remedy that breach to the satisfaction of the other parties after receiving not less than one (1) month's notice to do so, that party is in default of this Agreement.

**22.2** A party is also in default of this Agreement if any of the following occurs in relation to that party:

- (a) the party, being a natural person:
  - (i) commits any act of bankruptcy;
  - (ii) enters, or proposes to enter, into any arrangement, composition or compromise with creditors;
  - (iii) is convicted of any offence in any jurisdiction that carries any term of imprisonment;
  - (iv) is convicted of any offence of dishonesty;
  - (v) is convicted of any offence in relation to the Organisation or any other party to this Agreement; or

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- (vi) fails to attend to that Party's responsibilities under this Agreement for a period of more than thirty (30) days for no explainable reason; or
- (b) the party, being a company or trust or other body corporate:
    - (i) commits any act of insolvency;
    - (ii) enters, or proposes to enter, into any arrangement, composition or compromise with creditors; or
    - (iii) has a Director or trustee who is convicted of any offence under clause 22.2(a)(iii), (iv) or (v).
- 22.3** A party, being a natural person, is deemed to be in default of this Agreement if any of the following occurs to that party:
- (a) two competent medical practitioners declare that the party is of an unsound mind;
  - (b) some other event beyond the control of the party causes that party to lose legal capacity; or
  - (c) the party cannot be found for a period of more than ninety (90) days.
- 23. Disciplinary Proceedings**
- 23.1** The parties agree to adopt and be bound by the disciplinary procedures set out in the Company Constitution.
- 24. Winding Up**
- 24.1** The parties agree to adopt and be bound by the winding up procedures set out in the Company Constitution.
- 24.2** Upon a winding up of the Organisation, the following process must be followed, in the order set out below, after liquidation of all assets:
- (a) as much notice as possible of the winding up must be given to any employees of the Organisation who are not parties to this Agreement;
  - (b) all employee entitlements must be paid out as the first priority, including to any party to this Agreement, who is a natural person, who is also a bona fide employee of the Organisation in receipt of salary or wages, and superannuation;
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- (c) all secured creditors must be paid out, but excluding any loan accounts in favour of parties to this Agreement;
- (d) all unsecured creditors must be paid out, but excluding any loan accounts in favour of parties to this Agreement;
- (e) all unpaid present entitlements;
- (f) all loan accounts must be paid out, subject to any set-off or adjustment for loans made to that party or to a related party of that party; and
- (g) the balance of net assets of the Organisation must be distributed in accordance with the winding up provisions of the Company Constitution.

**24.3** The Members expressly acknowledge and agree that no Member can receive any payment of capital, distribution of assets or other benefit from the Organisation on a winding up.

## **25. Notices**

**25.1** A notice or other communication in connection with this Agreement is to be in writing and:

- (a) may be given by the relevant party or its lawyer; and
- (b) must be:
  - (i) left at the address set out or referred to in the Details; or
  - (ii) sent by prepaid post to the address set out or referred to on the Details;
  - (iii) sent by fax to the fax number set out or referred to in the Details; or
  - (iv) sent by email to the last known email address of the relevant party or lawyer.

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

**25.2** Notices take effect from the time they are received unless a later time is specified in the notice.

**25.3** If a notice is sent by post, it is taken to be received two (2) days after posting (or seven (7) days after posting if sent to or from a place outside Australia).

**25.4** If a notice is sent by fax, it is taken to be received at the time shown in the transaction report as the time that the whole of the fax was sent.

**25.5** If a notice is sent by email it is taken to be delivered at the time it is sent, but only if the sender of the email notice has obtained a delivery receipt for that email.

**26. Additional Provisions**

**26.1** Each of the parties to this Agreement will sign and execute any further documents and do any deeds, acts and things as the other party reasonably requires for effecting the intention of the parties under this Agreement. However, this obligation does not extend to incurring a liability:

(a) to pay any money, or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any government agency, unless a provision of this Agreement expressly requires otherwise; or

(b) to commence any legal action against any person, to procure that the thing is done or happens.

**26.2** This Agreement constitutes the entire agreement between the parties about the subject matter of this Agreement. It supersedes and extinguishes all prior agreements, understandings, representations, warranties, covenants or agreements previously given or made between the parties about the subject matter.

**26.3** This Agreement may be executed by the parties in two or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

**26.4** The parties must execute and exchange original signed counterparts of this Agreement unless there is a specific provision in the Agreement that permits the exchange of counterparts by facsimile or scanned email copy.

**26.5** This Agreement must not be amended, modified or supplemented except by a written instrument signed on behalf of the respective parties.

**26.6** Any clause, covenant or condition in this Agreement that requires a party to do something after completion does not merge on completion and that party is obliged to perform the obligation within the time allowed for doing so. A failure to perform an obligation of this nature is a breach of the Agreement retrospectively and gives rise to a claim for injury, loss and damage to the party with the benefit of the performance of the obligation.

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- 26.7** No waiver by any party of any default in the strict and literal performance or compliance with any other provision, condition or requirement of this Agreement is deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement in this Agreement nor be a waiver of or in any manner release any other party from strict compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of any right accruing to it after completion.
- 26.8** A provision of or a right created under this Agreement may not be:
- (a)** waived except in writing, signed by the party with the benefit of that provision or right; or
  - (b)** varied except in writing signed by the Parties.
- 26.9** The obligations of the parties under this Agreement are subject to the express condition that whenever a party is required to perform or do any act or thing, the performance of that obligation is not required if it is rendered reasonably or practically impossible by reason of any riot, civil commotion, strike, lockout, act of God, act of the public enemy, priority, allocation, rationing or the regulation or prohibition of the use of any material, heat, fuel, hours of work or award, of the party.
- 26.10** Each party warrants and represents to the other party that the signing or performance under this Agreement does not conflict with or result in a breach of its constitution, any writ, order, judgement, law, rule or regulation which is binding upon the party.
- 26.11** Any party who executes this Agreement on behalf of a party under a Power of Attorney warrants that he or she has no notice of the revocation of that Power or of any fact or circumstance that might affect his or her authority to execute this Agreement under that Power.
- 26.12** The rights, powers and remedies under the Agreement are in addition to and do not replace or limit any other rights, powers or remedies provided by law independently of the Agreement.
- 26.13** Where a party is required to give a consent, that party may give that consent conditionally, unconditionally or withhold it without giving reasons, unless expressly stated otherwise.
- 26.14** Whether or not any of the transactions contemplated by this Agreement are completed the parties must pay their own fees, costs and expenses of and incidental to the negotiation, preparation and execution of this Agreement, including the fees and disbursements of its lawyers and accountants.
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- 26.15** Where any party is entitled to take enforcement or recovery action against another party, that party is entitled to recover its fees, costs and expense of and incidental to the enforcement action from the other party.
- 26.16** This Agreement is governed by and construed in accordance with the law of Tasmania and the Commonwealth of Australia and each of the parties submit to the jurisdiction of the Courts of the State of Tasmania and the Courts of the Commonwealth of Australia.

**End of Operative Part**

DRAFT

Northern Tasmania Development Corporation Limited  
Shareholders Agreement

**Execution**

*Organisation*

Signed for and on behalf of  
**Northern Tasmania Development Corporation Limited**  
ACN \*\*\*  
by its authorised officers under  
S127 of the *Corporations Act 2001*

\_\_\_\_\_  
Sole/Director

\_\_\_\_\_  
Director/Secretary

*Initial Members*

The Common Seal of  
**Break O'Day Council**  
was affixed in the presence  
the authorised officers of the Council  
of the Council

*affix Seal here*

\_\_\_\_\_  
Member

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

The Common Seal of  
**Flinders Island Council**  
was affixed in the presence  
the authorised officers of the Council  
of the Council

*affix Seal here*

\_\_\_\_\_  
Member

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

The Common Seal of  
**George Town Council**  
was affixed in the presence  
the authorised officers of the Council  
of the Council

*affix Seal here*

\_\_\_\_\_  
Member

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

The Common Seal of  
**City of Lannceston**  
was affixed in the presence  
the authorised officers of the Council  
of the Council

*affix Seal here*

\_\_\_\_\_  
Member

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

Northern Tasmania Development Corporation Limited  
Shareholders Agreement

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The Common Seal of  
**Meander Valley Council**  
was affixed in the presence  
the authorised officers of the Council  
of the Council

*affix Seal here*

\_\_\_\_\_  
Member

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

The Common Seal of  
**Northern Midlands Council**  
was affixed in the presence  
the authorised officers of the Council  
of the Council

*affix Seal here*

\_\_\_\_\_  
Member

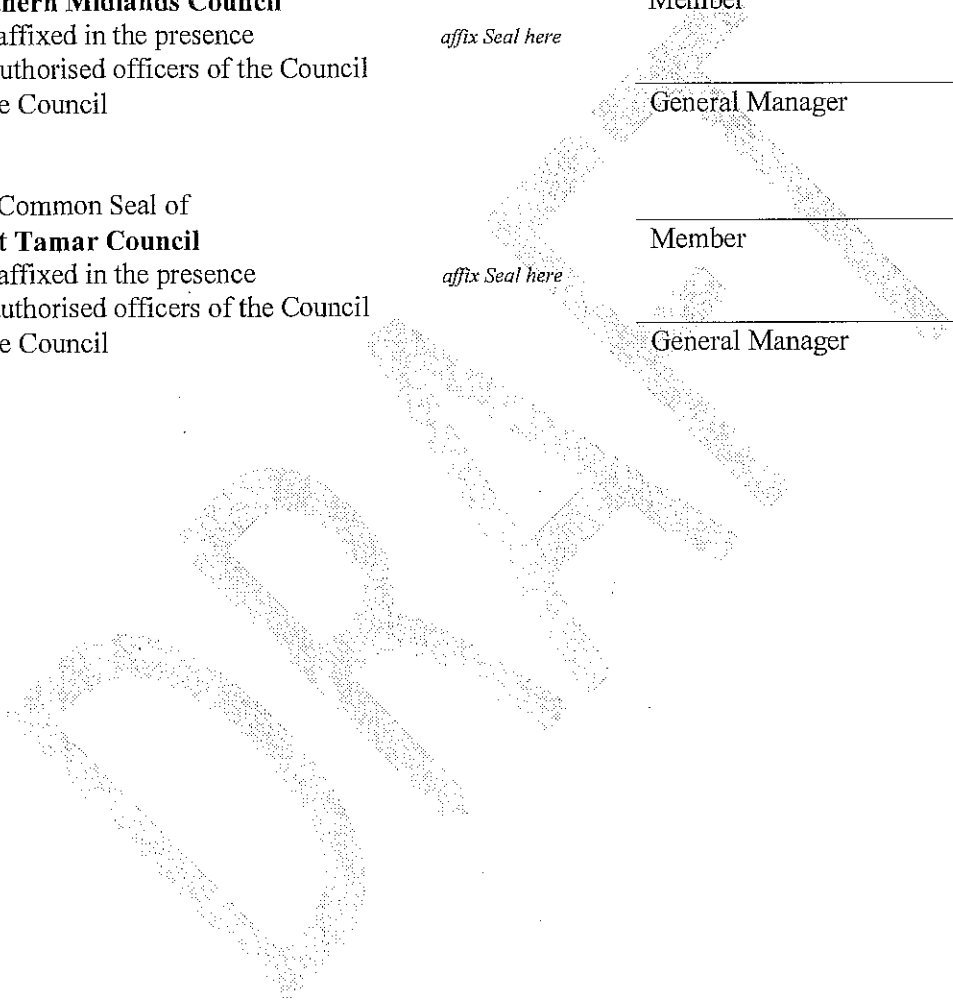
\_\_\_\_\_  
General Manager

The Common Seal of  
**West Tamar Council**  
was affixed in the presence  
the authorised officers of the Council  
of the Council

*affix Seal here*

\_\_\_\_\_  
Member

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



**Annexures**

- A. Certificate of Incorporation**
- B. SAI Global Company Extract**
- C. Company Constitntion**

DRAFT

*Corporations Act 2001*  
Company Limited by Guarantee

Constitution  
of  
Northern Tasmania Development Corporation Limited

ACN \*\*\*

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Defined Terms

In this constitution:

- (a) "Act" means the *Corporations Act 2001 (Cth)*;
- (b) "Business Day" means a day on which banks are open for general business in the State other than Saturday or Sunday;
- (c) "Company" means Northern Tasmania Development Corporation Limited, also referred to as NTDC, to which this constitution relates;
- (d) "Company Secretary" means the person appointed to perform the duties of a company secretary of NTDC;
- (e) "Directors" means the Director or Directors of NTDC acting as a body and where the Company only has only one Director means that Director;
- (f) "Effective Control" means the ability to exercise control over the decision-making of the relevant entity and, for a company, means holding at least 50% of the shares issued in the company or having 50% of the voting power for that company;
- (g) "Guarantee" means the obligation of the Members to contribute to the assets of NTDC on a winding up;
- (h) "Guarantee Amount" means the actual dollar amount of the Guarantee that each Member agrees to pursuant to this constitution, being the sum of ten dollars (\$10.00);
- (i) "Initial Member" means all of those persons or entities listed in the Schedule of Initial Members, who are the founding Members of NTDC;
- (j) "Member" means any holder of shares in NTDC entered in the register of Members;
- (k) "Related Corporation" means a company that is related to another company as related bodies corporate under the Act;
- (l) "Secured Loan" means a loan where:
  - (i) 100% of the loan is secured by a registered mortgage over real-estate: and
  - (ii) the market value of the mortgaged property (after deducting any mortgages on the property which have priority) is at least 110% of the amount lent at the time the loan is made;
- (m) "Share" means any share in the capital of NTDC issued and not cancelled from time to time;
- (n) "Special Resolution" means:

- (i) in respect of a resolution to be passed by the Members, a resolution requiring 75% of votes from Members entitled to vote on a motion in a general meeting; and
- (ii) in respect of a resolution to be passed by the Directors, a resolution requiring 75% of votes from Directors voting on a motion in a Directors meeting;
- (o) “State” means the State or Territory in which NTDC is incorporated;
- (p) “Tier” means the financial reporting tier level that NTDC is subject to pursuant to the Act;
- (q) “Transfer Notice” means a notice given in accordance with **clause 8.1**;
- (r) “Transmission Event” means:
  - (i) in respect of a Member who is an individual:
    - A. the death of the Member;
    - B. the bankruptcy of the Member;
    - C. the Member becoming of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health; or
    - D. the discontinuation, amalgamation or other reconstruction event relating to a Member; and
  - (ii) in respect of a Member who is a body corporate, the dissolution of the Member or the succession by another body corporate to the assets and liabilities of the Member.

## 1.2 Interpretation

- (a) Section 46 of the *Acts Interpretation Act 1901 (Cth)* applies as if it were an instrument made by an authority under a power conferred by the Act as in force the day on which this constitution becomes binding on NTDC.
- (b) This constitution is to be interpreted subject to the Act. However, the rules that apply as replaceable rules to companies under the Act do not apply to NTDC.
- (c) Unless the contrary intention appears, an expression in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act has the same meaning as in that provision of the Act.
- (d) Subject to clause 1.2(c), unless the contrary intention appears, an expression in a regulation, rule or other legislative instrument that is defined for the purposes of the Act has the same meaning as in that regulation, rule or other legislative instrument.



- (e) Clause headings are inserted for convenience only and are not to be used in the interpretation and construction of this constitution.
- (f) Words:
  - (i) importing the singular include the plural and vice versa; and
  - (ii) importing one gender include other genders.
- (g) A reference to:
  - (i) any party or other person includes that person's successors and permitted assigns;
  - (ii) a statute, ordinance or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder;
  - (iii) this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;
  - (iv) a clause is a reference to a clause of this constitution;
  - (v) writing includes all means of reproducing words in a tangible and permanently visible form;
  - (vi) a person includes a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental subdivision or agency, association, cooperative and any other legal or commercial entity or undertaking; and
- (h) Where a party comprises two or more persons any obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party is deemed to include a reference to any one or more of those persons.

### **1.3 Name of the Company**

The name of the Company is "Northern Tasmania Development Corporation Limited". The Company may also be referred to in the abbreviated form of "NTDC".

### **1.4 Type of Company**

NTDC is a not-for-profit public company limited by guarantee.

### **1.5 Limited Liability of Members**

The liability of the Members is limited to the Guarantee Amount.

## **1.6 Guarantee**

Each Member must contribute the Guarantee Amount to the property of the Company if NTDC is wound up whilst a Member is a Member, or within twelve (12) months of a Member ceasing to be a Member, for the purposes of paying the debts and liabilities of the Company that have been incurred prior to the Member ceasing to be a Member and including the actual costs of the winding up.

## **1.7 Prospectuses**

NTDC must not engage in any activity that would require disclosure to investors under Chapter 6D of the Act except as permitted by the Act.

## **2. MEMBERSHIP**

### **2.1 Initial Members**

The Members of NTDC are:

- (a) The initial Members set out in the Schedule of Initial Members;
- (b) any other person or entity that the Directors allow to become a Member, in accordance with this constitution.

### **2.2 Register of Members**

- (a) NTDC must establish and maintain a register of Members, which must contain all of the initial Members set out in the Schedule of Initial Members.
- (b) The register of Members must be kept by the Company Secretary, and must contain:
  - (i) for each current Member:
    - A. full name of Member or joint-Members;
    - B. address of the Member, as last notified by the Member to NTDC;
    - C. an alternative address, if any, nominated by the Member for the receiving of notices; and
    - D. the date that the Member was entered on to the register of Members; and
  - (ii) for each person or entity who ceased being a Member within the previous seven (7) years:
    - A. full name of Member or joint-Members;
    - B. address of the Member, as last notified by the Member to NTDC;
    - C. an alternative address, if any, nominated by the Member for the receiving of notices;

- D. the date that the Membership commenced; and
  - E. the date that the Membership ceased.
- (c) NTDC must give access to the register of Members to all current Members.
  - (d) Information that is contained on the register of Members must only be used by NTDC and, if accessed by any Member, by that Member, in a manner that is relevant to the interests or rights of the Members.

### 2.3 Eligibility to be a Member

A person or entity who:

- (a) supports the purposes and objectives of NTDC;
- (b) is willing, by written deed, to become bound by this constitution and any other written instrument or obligation purporting to bind the Members;
- (c) pays any application moneys for Membership or for the issue of shares; and
- (d) is formally approved by the Directors

is eligible to become a Member of NTDC. The Initial Members may, by Special Resolution in a general meeting of the Company, set any other specific criteria for Membership of NTDC, but no Member who is an existing Member at the time any additional Membership criteria is set under this **clause 2.3** can be expelled solely on account of not complying with the new criteria (i.e. all existing Members would grand-fathered).

### 2.4 Application to Become a Member

A person or entity who desires to become a Member of NTDC may apply to the Company Secretary in writing, stating that the person or entity:

- (a) wishes to become a Member of NTDC; and
- (b) is willing and able to comply with all of the requirements of **clause 2.3**; and
- (c) expressly, will pay the Guarantee Amount if and when called upon to do so.

### 2.5 Consideration of Applications

- (a) The Directors must consider an application for Membership within a reasonable time of the application being received by the Company Secretary.
- (b) If the Directors approve the application, the Company Secretary must, as soon as possible:
  - (i) enter the new Members onto the register of Members;

- (ii) inform the new Member in writing that the application has been successful, including notifying the Member of the date on which the Member's name was entered onto the register of Members; and
  - (iii) if shares are issued in connection with the Membership, issue a share certificate and send that to the Member with the notification under **subclause (ii)**.
- (c) If the Directors reject the application, the Company Secretary must inform the applicant accordingly, but NTDC is not required to give reasons for the rejection.
- (d) For the avoidance of doubt, any defect in the application or approval process does not invalidate the approval of a Member and if so approved, the Member agrees to each of the matters set out in **clause 2.3**.

## **2.6 When a Member Becomes a Member**

Other than the Initial Members, a person or entity becomes a Member of NTDC when that Member's name is entered onto the register of Members.

## **2.7 When a Member Ceases to be a Member**

- (a) A natural person immediately ceases to be a Member of NTDC if that person:
- (i) dies (but if a joint-Member the surviving Member continues as a Member);
  - (ii) resigns as a Member and disposes of any shareholding;
  - (iii) is expelled by the Directors for any reason; or
  - (iv) does not respond within three (3) months to a written request by the Company Secretary to the Member to confirm the Member's intention to remain as a Member.
- (b) An entity immediately ceases to be a Member of NTDC if that entity:
- (i) is wound up or dissolved (whether voluntarily or otherwise);
  - (ii) resigns as a Member and disposes of any shareholding;
  - (iii) is expelled by the Directors for any reason; or
  - (iv) does not respond within three (3) months to a written request by the Company Secretary to the Member to confirm the Member's intention to remain as a Member.

## **2.8 Dispute Resolution for Members**

- (a) The dispute resolution procedures set out in this **clause 2.8** apply to any dispute (disagreement) in relation to this constitution or other written instrument to which Members are bound between a Member or a Director and:

- (i) one or more Members;
- (ii) one or more Directors; or
- (iii) the Company

unless any other dispute resolution procedure exists in a written instrument that binds the Members that purports to supersede or take priority to this **clause 2.8**, in which case that procedure must apply.

- (b) A Member must not commence any dispute resolution procedure in relation to any matter that is the subject of a disciplinary proceeding under **clause 2.9** unless and until that disciplinary proceeding is completed in full.
- (c) Any party that has a dispute with another party that is subject to this dispute resolution procedure must give a written notice (“a Dispute Notice”) of that dispute to the other party. A Dispute Notice must include:
  - (i) a general description of the dispute;
  - (ii) a statement as to how or why the notifying party believes the dispute to be a dispute;
  - (iii) a proposal or request to the other party about how the dispute can be satisfactorily resolved; and
  - (iv) notice of the party alleging the dispute, including preferred contact details and the signature of that party.
- (d) A party receiving a Dispute Notice must, in good faith, make all reasonable attempts to resolve the dispute directly with the notifying party within fourteen (14) days of receiving the Dispute Notice.
- (e) If the dispute is not resolved satisfactorily within the time period allowed under **subclause (d)**, either party may, within a further fourteen (14) days, refer the matter to the Board of Directors (“a Referral Notice”) and if no referral is made by either party, the dispute is deemed to be resolved;
- (f) If the Board of Directors receive a Referral Notice, the board may:
  - (i) appoint one or more of the Directors to act as mediators to the parties in dispute; or
  - (ii) in the case of a dispute with the Directors as a body, appoint an external mediator.

The appointed Directors, as mediators, or the independent mediator, must set a date for mediation within thirty (30) days of receiving a Referral Notice and the parties must, in good faith, attempt to settle the dispute by mediation. If for any reason a mediator cannot be appointed reasonably, either party may ask President of the Law

Society of the state in which NTDC is incorporated, to appoint an independent mediator. All costs of an independent mediator must be shared equally by the parties, but otherwise the parties must bear their own costs of and incidental to the mediation.

- (g) Any mediator, whether a Director or independent:
  - (i) may be a Member or former Member of NTDC;
  - (ii) must not have a personal interest in the dispute or the outcome of the dispute;
  - (iii) must act impartially and fairly towards all parties to the dispute;
  - (iv) must ensure that the principles of due process and natural justice are strictly applied to the mediation process; and
  - (v) must not make a decision about the dispute but must, in good faith, assist the parties to come to a resolution.
- (h) if the parties in dispute have completed all of the steps set out in this **clause 2.8**, but no satisfactory resolution has been obtained, either party may then pursue whatever other remedies at law or in equity that the party may have.

## **2.9 Disciplinary Action for Members**

- (a) The disciplinary procedures set out in this **clause 2.9** apply to all Members and Directors of NTDC unless any other disciplinary procedure exists in a written instrument that binds the Members that purports to supersede or take priority to this **clause 2.9**, in which case that procedure must apply.
- (b) Any Member or Director may make a complaint to the Board of Directors about any other Member or Director in respect of conduct that:
  - (i) is in breach of this constitution or any other written instrument that is binding on the Members;
  - (ii) is objectionable or unbecoming of a Member;
  - (iii) brings, or is likely to bring, NTDC into disrepute;
  - (iv) causes, or is likely to cause, injury, loss or damage to NTDC; or
  - (v) is illegal.

For the avoidance of doubt this **clause 2.9** does not apply to any private conduct of a Member or Director toward another Member or Director that is not related to the Membership or Directorship of the aggrieved or offending parties, regardless of whether the aggrieved party has any other private remedy at law or in equity.

- (c) Any party that wishes to make a complaint about another party must give a written notice (“a Complaint Notice”) to the Board of Directors. A Complaint Notice must include:
- (i) a general description of the complaint, including sufficient detail to make out the alleged facts;
  - (ii) a statement as to how or why the notifying party believes the complaint to comply with **subclause (b)**;
  - (iii) notice of the party making the complaint, including preferred contact details and the signature of that party.
- (d) Upon receipt of a Complaint Notice, the Board of Directors must:
- (i) provide written confirmation to the party making the complaint, including providing a copy of this **clause 2.9**, that the complaint has been received and will be considered under the terms of this **clause 2.9**; and
  - (ii) consider the complaint at the next meeting of the board of Directors.
- If the complaint is made against one or more of the Directors, those Directors must be excused from the proceedings of the Board for that purpose, and the balance of the Board may consider the complaint as a sub-committee of the Board, and no quorum provisions are deemed to apply. In the alternative, the Board of Directors may appoint an independent panel and may refer the complaint to that panel to be considered.
- (e) For the avoidance of doubt, any costs of appointing an independent panel, and the discharge of that panel’s tasks are to be paid by NTDC, but the Company is entitled to seek reimbursement from the party making the complaint if the complaint is found, objectively, to be frivolous or vexatious.
- (f) In considering any complaint, the Board of Directors, or the panel appointed:
- (i) must act reasonably in all regards, and in a timely way;
  - (ii) may undertake whatever investigations and enquiries it thinks fit;
  - (iii) may hear from the complainant or any other person in support of the complaint;
  - (iv) may disregard the ordinary rules of evidence; and
  - (iv) must allow the person who is the subject of the complaint to be heard, along with any other witnesses that the person the subject of the complaint may reasonably seek to have heard.
- (g) The Board, either on its own consideration or on the recommendation of the panel, may elect to:
-

- (i) dismiss the complaint as frivolous and vexatious, with or without seeking reimbursement from the party making the complaint;
- (ii) dismiss the complaint as being not sufficiently made out;
- (iii) make no finding of culpability;
- (iv) take no action at all;
- (v) resolve to issue a warning to the Member;
- (vi) suspend the Member's rights as a Member for a defined period of time not exceeding twelve (12) months at the discretion of the board of Directors;
- (vii) expel the Member; or
- (vi) refer the matter to appropriate civil or criminal law enforcement agencies.

For the avoidance of doubt, the Board of Directors does not have any power to impose a pecuniary penalty on any Member or Director.

- (h) Upon completion of the disciplinary process, the Company Secretary must notify the affected party in writing of the outcome.
- (i) Any Member or Director that is the subject of a disciplinary decision under this **clause 2.9** is entitled to appeal that decision, at that party's own cost, through normal legal channels.
- (j) For the expediency of all parties involved, including the party making the complaint, all details of the disciplinary proceedings must be kept confidential and no notification or publication of the outcome of the proceedings may be made by any party until the whole of the process is complete. If no adverse finding is made against a party, then no public notification of the fact of the proceedings is to be made.
- (k) No party making a complaint, nor the Board of Directors or independent panel, nor NTDC itself is liable to any Member or Director for any injury, loss or damage suffered by that party in account of a complaint being made against that party that is made in good faith under this **clause 2.9**.

### **3. SHARE CAPITAL AND VARIATION OF RIGHTS**

#### **3.1 Power to Issue or Buy-back Shares**

Notwithstanding that NTDC is limited by guarantee, subject to the provisions of this constitution and without prejudice to any subsisting special rights previously conferred on the holders of existing shares, the Company may, but is not bound to do the following:

- (a) issue shares to new Members;
- (b) redeem shares from existing Members; and



- (c) do all other things permitted by the Act and by law in relation to the shares of the Company.

### **3.2 Preference Shares**

NTDC has power to issue preference shares, including redeemable preference shares, which are redeemable:

- (a) at a fixed time or on the happening of a particular event; or
- (b) at the Company's option; or
- (c) at the holder's option.

### **3.3 Class Rights**

If the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied or cancelled (whether or not NTDC is being wound up) only by a Special Resolution of the Company.

### **3.4 Trusts**

If a Member holds shares non-beneficially then that Member must give notice to NTDC of that fact in accordance with the Act, however, even if NTDC has notice of a claim or interest, the Company is not bound by, nor can the Company be compelled in any way to recognise any equitable, contingent, future or partial interest in or claim to any share, option, unit of a share or (except as otherwise provided by this constitution or by law) any other rights in respect of any share except an absolute right to the entirety in the registered holder.

### **3.5 Encumbrances**

- (a) A Member must not provide that Member's shares as security or create any encumbrance over those shares in favour of any person, except with the written approval of the Directors.
- (b) In granting a written approval under **sub-clause (a)**, the Directors may impose any terms or conditions that the Directors think fit.

### **3.6 Share Certificates**

- (a) Every person whose name is entered as a Member in the register of Members is entitled, without payment, to receive a share certificate executed by NTDC in accordance with the Act.
- (b) In respect of a share or shares held jointly by several persons, NTDC is not bound to issue more than one certificate.
- (c) Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all holders.

#### 4. LIENS

##### 4.1 Lien for Unpaid Moneys

- (a) NTDC has a first and paramount lien on:
  - (i) each partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
  - (ii) all shares registered in the name of a single person for all money presently payable by that person or that person's estate to NTDC.
- (b) The Directors may at any time declare any share to be wholly or partially exempt from the provisions of this clause.
- (c) NTDC's lien, if any, on a share extends to all dividends payable on that share and to the proceeds from the sale of that share.
- (d) Registration by NTDC of a transfer of shares on which the Company has a lien without giving to the transferee notice of its claim releases the Company's lien in so far as it relates to sums owing by the transferor or any predecessor in title.

##### 4.2 Sale under Lien

NTDC may sell, in any manner as the Directors think fit, any shares on which the Company has a lien where:

- (a) an amount in respect of which a lien exists under **clause 4.1** is presently payable;
- (b) NTDC has, not less than 14 days before the date of the sale, given to the registered holder of the share (or the person entitled to be registered by reason of the registered holder's death or bankruptcy) a notice in writing setting out, and demanding payment of, the amount in respect of which the lien exists as is presently payable.

##### 4.3 Transfer of Shares Sold

- (a) To give effect to any sale under **clause 4.2**, the Directors may authorise some person to transfer the shares sold to the purchaser.
- (b) The purchaser will be registered as the holder of the shares comprised in any transfer under **sub-clause (a)**.
- (c) The purchaser is not bound to see to the application of the purchase money, nor will the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- (d) The proceeds of a disposal of shares under this constitution must be applied in payment of:
  - (i) first, the expenses of the disposal;

- (ii) second, all money presently payable by the former holder whose shares have been disposed of; and
- (iii) the balance (if any) must be paid (subject to any lien that exists under **clause 4.1** in respect of money not presently payable) to the former holder:
  - A. in the case of an uncertificated holding, as soon as practicable after the disposal; and
  - B. in the case of a certificated holding, on the former holder delivering to NTDC the certificate for the shares that have been disposed of or any other proof of title as the Directors may accept.
- (e) The remedy of any person aggrieved by a disposal of shares under this constitution is limited to damages only and is against NTDC exclusively.

## 5. CALLS ON SHARES

### 5.1 Making of Calls

- (a) The Directors may from time to time resolve to make calls upon the Members in respect of any money unpaid on their shares but may not call money unpaid according to the terms of issue of those shares which is payable at other fixed times.
- (b) Each Member will (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay the amount called to NTDC at the time or times and place so specified.
- (c) The Directors may revoke or postpone a call or require the call to be paid by way of instalment or extend the time for payment of a call.

### 5.2 Interest on Calls

- (a) If a sum called in respect of a share is not paid on or before the day appointed for payment, the person from whom the sum is due must pay:
  - (i) interest on the sum from the day appointed for payment to the time of actual payment at a rate not exceeding that determined under **clause 5.8**; and
  - (ii) any costs, expenses or damages incurred by NTDC in relation to the non-payment or late payment of the sum.
- (b) The Directors are at liberty to waive payment of all or part of the interest or costs, expenses or damages payable under **sub-clause (a)**.

### 5.3 Interest payable

- (a) For the purposes of **clauses 5.4(a)(i) and 5.7(b)**, the rate of interest payable to or by NTDC is:
  - (i) if the Company has fixed a rate, the rate so fixed; or

- (ii) if the Company resolves a different rate, then that different rate; or
  - (iii) in the absence of any other rate or resolution, 12% per annum.
- (b) Interest payable under clauses 5.4(a)(i) and 5.7(b) accrues daily and may be capitalised monthly or at such other intervals as the Directors think fit.

## 6. TRANSFER OF SHARES

### 6.1 Restriction of Transfer

No Member is permitted to transfer any shares of the Company held by that Member without the consent of the Members of the Company, however, subject to the obligations of Members under any Sunset provisions, if any Member wished to dispose of any or all of its shares that Member may serve a redemption notice on the Directors and the Directors must use all reasonable endeavours to redeem that Member's shares at the earliest practicable opportunity.

## 7. TRANSMISSION OF SHARES

### 7.1 Death of a Member

- (a) In the case of the death of a Member who is a natural person, the only persons NTDC will recognise as having any title to the Member's shares or any benefits accruing in respect of those share:
- (i) the legal personal representative of the deceased where the deceased was a sole holder; and
  - (ii) the survivor or survivors where the deceased was a joint holder with other natural persons.
- (b) Nothing contained in **sub-clause (a)** releases the estate of a deceased Member from any liability in respect of a share, whether that share was held by the deceased solely or jointly with other natural persons.

## 8. SHARE TRANSFERS

*Intentionally omitted*

## 9. FORFEITURE OF PARTLY-PAID SHARES

### 9.1 Forfeiture for Non-payment of Calls

If a Member fails to pay any call or instalment of a call on the day appointed for payment, the Directors may, for so long as any part of the call or instalment remains unpaid, serve a notice on the Member requiring payment of the unpaid amount of the call or instalment, together with any interest which may have accrued and all costs, expenses or damages that may have been incurred by reason of the non-payment or late payment of the call or instalment.

## 9.2 Notice of Forfeiture

The notice must:

- (a) name a further day (at least 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that in the event of non-payment at or before the time appointed the Shares in respect of which the call was made will be forfeited.

## 9.3 Non-Compliance with Notice

If a Member fails to comply with a notice under this clause 9 the Directors may take any course of action available to the Company that is permitted by the Act or by law.

## 10. GENERAL MEETINGS

### 10.1 Convening Meetings

- (a) Any Director may call a meeting of Members.
- (b) The Directors must call a meeting of Members if requested by a majority of the Initial Members to do so.
- (c) The Directors must otherwise call a meeting of Members if required to do so by the Act.

### 10.2 Notice of Meeting

- (a) Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days' written notice (not including the day on which the notice is served or deemed to be served, but including the day of the meeting for which notice is given) must be given of any meeting of Members.
- (b) The notice must be given to all persons and entities that are entitled to receive notices from NTDC and must:
  - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
  - (ii) state the general nature of the meeting's business; and
  - (iii) if any special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the motion supporting the special resolution; and
  - (iv) if a Member is entitled to appoint a proxy, contain a statement setting out the following information:
    - A. that the Member has a right to appoint a proxy;

- B. whether or not the proxy needs to be a Member of NTDC; and
  - C. that a Member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise; and
- (v) include a valid pro form proxy form for a Member to appoint a proxy.

### 10.3 Place of Meeting

NTDC may hold a meeting of Members at two or more venues using any technology that gives the Members, as a whole, a reasonable opportunity to participate.

### 10.4 Annual General Meeting

NTDC must call and hold an annual general meeting within five (5) months of the end of each financial year, in accordance with the Act.

## 11. RESOLUTIONS WITHOUT MEETINGS

### 11.1 Written Resolutions

- (a) NTDC may pass a resolution without a general meeting being held if all Members entitled to vote on the resolution sign a document containing a statement that the Members are in favour of the resolution set out in the document.
- (b) Separate counterpart copies of the document may be used for signing by Members if the wording of the resolution statement is identical on each counterpart copy.
- (c) The resolution is passed when the last Member signs, by reference to the date on which the counterpart copies are signed.
- (d) If a share is held jointly, each of the joint Members must sign.
- (e) A Member may be deemed to have signed a document in accordance with this clause by e-mail (or other means) if that Member has at any time provided NTDC with notice that the Member may use e-mail (or other means) to sign Company documents, and that notice contains the e-mail addresses and electronic signatures (if any) that the Member will use for these purpose, or any other information that NTDC requires, as determined by the Directors, to be able to identify the deemed signature as being that of the Member.
- (f) The receipt by NTDC of a deemed signature of a Member which complies with the notice given by the Member in accordance with **sub-clause (e)** is conclusive evidence that the Member has assented to the relevant resolution.
- (g) The provisions of this clause do not apply to a resolution to remove the auditor.

### 11.2 Sole Member Resolutions

If NTDC has only one Member then the Company may pass a resolution by the Member recording the resolution and signing the record.

## **12. PROCEEDINGS AT GENERAL MEETINGS**

### **12.1 Quorum**

- (a) The quorum for a meeting of Members is fifty percent (50%) of the Members plus one (1), except where there is only one (1) Member and in those circumstances the quorum will consist of one (1) Member.
- (b) The quorum must be present at all times during the meeting.
- (c) No business may be transacted at any general meeting except:
  - (i) the election of a chairperson; or
  - (ii) the adjournment of the meetingunless a quorum of Members is present when the meeting proceeds to business.

### **12.2 Proxies or Representatives in Quorum**

In determining whether a quorum is present:

- (a) individuals attending as proxies or under power of attorney or as representatives of bodies corporate are counted;
- (b) if a Member has appointed more than one proxy, power of attorney or representative then only one of them is counted on behalf of the Member;
- (c) if an individual is attending, both as a Member and as a proxy or attorney under power or body corporate representative, the individual may be counted once in respect of each separate capacity in which that individual is attending; and
- (d) if any two or more joint-holders are attending, only one of those joint-holders is counted; and
- (e) if multiple individuals attend on behalf of an entity Member, only one of those individuals is counted on behalf of that entity Member.

### **12.3 Adjournment for Lack of Quorum**

If a meeting of the Members of the Company does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the Directors may specify. If the Directors do not specify one or more of the following matters, then the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week; and
- (b) if the time is not specified – the same time; and

- (c) if the place is not specified – the same place.

#### **12.4 Lack of Quorum at Adjourned Meeting**

If no quorum is present at the resumed meeting within 30 minutes after the time for meeting, then:

- (a) if the meeting was called by the Members, the meeting is dissolved;
- (b) in all other cases, the Member or Members present are a quorum.

#### **12.5 Chair of General Meeting**

- (a) The chair, if any, of the Directors will act as Chair at every general meeting of NTDC.
- (b) If:
  - (i) there is no Chair;
  - (ii) the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting; or
  - (iii) the Chair is unwilling to act;

the Members present may elect one of their Member's to be Chair of the meeting.

#### **12.6 Adjournment Generally**

- (a) At a meeting at which a quorum is present, the Chair may, with the consent of the meeting (and will if so directed by the meeting), adjourn the meeting to another time and, if the Chair thinks fit, to another place.
- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for one (1) month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **12.7 Conduct of General Meetings**

Any question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the Chair of the meeting, whose decision is final.

#### **12.8 Resolutions**

- (a) Except in the case of any resolution that, as a matter of law, requires a special resolution, motions arising at a general meeting are to be decided by a majority of



votes cast by the Members present at the meeting and any decision is, for all purposes, a decision of the Members.

- (b) Before a vote is taken the Chair must inform the meeting whether proxies have been received and how those proxies are to be cast.
- (c) A motion put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded.

## 12.9 Result on Show of Hands

On a show of hands, each Member is entitled to one (1) vote. A declaration by the Chair and entry in the minute book of NTDC is conclusive evidence of the result. Neither the Chair nor the minutes need state the number or proportion of the votes recorded in favour or against the resolution.

## 12.10 Demand for Poll

- (a) A poll may be demanded on any resolution including the election of the Chair or the adjournment of a meeting.
- (b) A poll may be demanded by:
  - (i) any Member entitled to vote on the motion; or
  - (ii) the Chair.
- (c) A poll may be demanded:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.
- (d) If a poll is demanded on a matter other than the election of the Chair or the question of adjournment:
  - (i) it must be taken when and in the manner the Chair directs;
  - (ii) any other business of the meeting can be transacted before the poll demanded is carried out; and
  - (iii) if directed by the Chair of the meeting, there may be an interval or adjournment prior to the poll.
- (e) A poll on the election of the Chair or on the question of an adjournment must be taken immediately.
- (f) A demand for a poll may be withdrawn.

- (g) On a poll, each Member is entitled to one (1) vote for each share held by that Member and the minutes must state the number or proportion of the votes recorded in favour or against the resolution.

#### **12.11 Votes of Members**

Subject to any rights or restrictions attached to any class of shares, at a meeting of Members of the Company:

- (a) on a show of hands, each Member present, or person who is a representative of a Member, has one (1) vote; and
- (b) on a poll, each Member present in person or by proxy or by power of attorney or representative has one (1) vote for each share held by the Member.

#### **12.12 Votes of Joint Holders**

If a share is held jointly and more than one (1) Member votes in respect of their share, only the vote of the Member whose name appears first in the register of Members counts.

#### **12.13 Votes of Members of Unsound Mind**

A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by the Member's committee or trustee or by any other person as properly has the management of the Member's estate, and any committee, trustee or other person may vote by proxy or attorney.

#### **12.14 Entitlement to Vote**

No Member is entitled to vote at any general meeting unless all calls or other sums presently payable by the Member in respect of shares in NTDC have been paid.

#### **12.15 Disallowance of Vote**

A challenge to a right to vote at a meeting of Members:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair whose decision is final.

Every vote not disallowed by the chair under this clause is valid for all purposes.

#### **12.16 No Casting Vote**

In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded does not have a second or casting vote, and in the case of equality of votes, the motion is deemed to fail.

### **13. REPRESENTATION AT GENERAL MEETINGS**

#### **13.1 Representatives**

- (a) Subject to this Constitution, each Member entitled to vote at a meeting of Members may vote:
  - (i) in person, or where a Member is a body corporate, by its representative;
  - (ii) by proxy; or
  - (iii) by attorney.
- (b) A proxy, attorney or representative may, but need not, be a Member of NTDC.
- (c) A proxy, attorney or representative may be appointed for all general meetings, or for any number of general meetings, or for a particular general meeting.

#### **13.2 Authority of Representative**

- (a) Unless otherwise provided in the appointment of a proxy, attorney or representative or in the Act, an appointment will be taken to confer authority:
    - (i) to agree to a meeting being convened by shorter notice than is required by the Act or by this constitution;
    - (ii) to speak on any proposed resolution on which the proxy, attorney or representative may vote;
    - (iii) to demand or join in demanding a poll on any resolution on which the proxy, attorney or representative may vote;
    - (iv) even though the instrument may refer to specific resolutions and may direct the proxy, attorney or representative how to vote on those resolutions:
      - A. to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
      - B. to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting;
    - c. to act generally at the meeting; and
  - (v) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.
- (b) Where a Member appoints two (2) proxies or attorneys, the following rules apply:

- (i) each proxy or attorney, as the case may be, may exercise half of the Member's voting rights if the appointment does not specify a proportion or number of the Member's voting rights the proxy or attorney may exercise;
- (ii) on a show of hands, neither proxy or attorney may vote unless the instruments appointing the proxies or attorneys identify which proxy or attorney is authorised to vote on a show of hands and which proxy or attorney is not so authorised; and
- (iii) on a poll, each proxy or attorney may only exercise the voting rights the proxy or attorney represents.

### 13.3 Instrument Appointing Representative

- (a) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.
- (b) An instrument appointing a proxy or attorney need not be in any particular form provided it is in writing, legally valid and signed by the appointor or the appointor's attorney.
- (c) Subject to **clause 13.3(d)**, a proxy or attorney may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority under which the instrument is signed, or a certified copy of the authority are:
  - (i) received at the registered office of the Company, a fax number at the Company's registered office or at such other place, fax number or electronic address specified for that purpose in the notice calling the meeting before the time for holding the meeting or adjourned meeting or taking the poll (as the case may be);
  - (ii) in the case of a meeting or an adjourned meeting, tabled at the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (iii) in the case of a poll, produced when the poll is taken.
- (d) The Directors may waive all or any of the requirements of **clauses 13.3 (b) and/or (c)** and in particular may, upon the production of such other evidence as the Directors require to prove the validity of the appointment of a proxy or attorney, except:
  - (i) in an oral appointment of a proxy or attorney;
  - (ii) an appointment of a proxy or attorney which is not signed or executed in the manner required by **clause 13.3(b)**; and

- (iii) the deposit, tabling or production of a copy (including a copy sent by fax) of an instrument appointing a proxy or attorney or of the power of attorney or other authority under which the instrument is signed.

#### 13.4 Validity of Representative's Votes

- (a) Unless NTDC has received written notice of the matter before the start or resumption of the meeting at which a proxy or attorney votes, a vote cast by the proxy or attorney will be valid even if before the proxy or attorney votes:
  - (i) the appointing Member dies; or
  - (ii) the Member subsequently becomes mentally incapacitated; or
  - (iii) the Member revokes the proxy's appointment; or
  - (iv) the Member revokes the authority under which the proxy was appointed by a third party; or
  - (v) the Company has redeemed the share in respect of which the proxy was given
- (b) The appointment of a proxy or attorney is not revoked by the appointor attending and taking part in the general meeting but, if the appointor votes on any resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointor's proxy or attorney on the resolution.

### 14. DIRECTORS: APPOINTMENT, ETC.

#### 14.1 First Directors

The first Directors appointed are the persons specified with the consent of those Directors, as proposed Directors, in the application for NTDC's registration. In accordance with the Act, there must be a minimum of three (3) first Directors, including the Chair, who is also a Director of the Company.

#### 14.2 Number of Directors

- (a) Unless otherwise determined by NTDC in general meeting, the number of Directors will not be less than three (3) nor more than nine (9).
- (b) At least one (1) of the Directors must be an Australian resident and there must be an Australian resident Director of the Company at all times.

#### 14.3 Appointment of Directors

Subject to **clause 14.2**, the Directors have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

#### 14.4 Appointment of Directors by Sole Director

If, for any reason, NTDC has only one Director, then that Director must appoint another Director by recording the appointment and signing the record, but any appointment of Directors under this provision must be ratified by resolution of the Members.

#### 14.5 Appointment and Removal of Directors by Company

Subject to **clause 14.2**, the Members of NTDC may by resolution remove any Director and may by resolution appoint any person as a Director.

#### 14.6 Remuneration of Directors

- (a) Each Director is entitled to be remunerated out of the funds of NTDC as determined by the Company by resolution.
- (b) For the purposes of this Constitution, the amount fixed by NTDC as remuneration for a Director will not include any amount paid by the Company or related body corporate:
  - (i) to a superannuation, retirement or pension fund for a Director so that NTDC is not liable to pay the superannuation guarantee charge or similar statutory charge; or
  - (ii) for any insurance premium paid or agreed to be paid for a Director under **clause 25.2**.
- (c) The remuneration of a Director:
  - (i) may be a stated salary or a fixed sum for attendance at each meeting of Directors or both; or
  - (ii) may be a share of a fixed sum determined by NTDC in general meeting to be the remuneration payable to all Directors, which is to be divided between the Directors in the proportions agreed between the Directors or, failing agreement, equally,and if it is a stated salary under **clause 14.6(c)(i)** or a share of a fixed sum under **clause 14.6(c)(ii)**, will be taken to accrue from day to day.
- (d) In addition to his or her remuneration under **clause 14.6(a)**, a Director is entitled to be paid all reasonable travelling and other expenses properly incurred by that Director in connection with the affairs of NTDC, including attending and returning from general meetings of the Company or meetings of the Directors or of committees of the Directors, accommodation and meal allowances.
- (e) If a Director renders or is called upon to perform extra services or to make any special exertions in connection with the affairs of NTDC, the Directors may arrange for a special remuneration to be paid to that Director, either in addition to or in substitution for that Director's remuneration under **clause 14.6(a)**.

- (f) Nothing in **clause 14.6(a)** restricts the remuneration to which a Director may be entitled as an officer of NTDC or of a related body corporate in a capacity other than Director, which may be either in addition to or in substitution for that Director's remuneration under **clause 14.6(a)**.
- (g) The Directors may establish or support, or assist in the establishment or support of, funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or in respect of the Directors or former Directors.

#### **14.7 Share Qualifications**

- (a) A Director is not required to hold any shares of NTDC to qualify for appointment as a Director unless determined otherwise by the Members of the Company by resolution.
- (b) A Director is entitled to receive notices of general meetings and attend and speak at general meetings even though that Director is not a Member of NTDC.

#### **14.8 Vacation of Office of Director**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director is automatically vacated if the Director:

- (a) becomes bankrupt; or
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
- (c) resigns by giving written notice to NTDC at NTDC's registered office; or
- (d) becomes prohibited from being, or otherwise ceases to be, a Director by virtue of the Act; or
- (e) dies.

#### **14.9 Death, Mental Incapacity or Bankruptcy of Sole Director**

If, in any case, a Director who is both the sole Director of NTDC:

- (a) dies or becomes mentally incapable, then the Director's personal representative or trustee may appoint a new Director of NTDC (including themselves); or
- (b) becomes bankrupt, then the trustee in bankruptcy may appoint a new Director of NTDC (including themselves)

but any appointment under this **clause 14.9** must be ratified by a resolution of the Members.

### **15. POWERS AND DUTIES OF DIRECTORS**

#### **15.1 Management of the Company**

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The business of NTDC is to be managed by or under direction of the Directors.

#### **15.2 General Powers of the Directors**

The Directors may exercise all of the powers of NTDC except any powers that the Act or this constitution requires the Company to exercise in general meeting.

#### **15.3 Formation Costs**

The Directors may pay out of NTDC's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by it.

#### **15.4 Power of Attorney**

- (a) The Directors may by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of NTDC for any purposes and with powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under this constitution) and for any period and subject to any conditions as the Directors think fit.
- (b) The Directors may authorise any attorney appointed under **sub-clause (a)** to delegate all or any of the powers, discretions and duties vested in the attorney.
- (c) Any powers of attorney granted under **sub-clause (a)** may contain provisions for the protection and convenience of persons dealing with that attorney as the Directors think fit.

#### **15.5 Negotiable Instruments**

The Directors may determine how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by or on behalf of NTDC.

#### **15.6 Minutes**

- (a) The Directors will cause minute books to be kept in which NTDC records within one month:
  - (i) proceedings and resolutions of meetings of Members;
  - (ii) proceedings and resolutions of Directors' meetings (including meetings of a committee of the Directors);
  - (iii) resolutions passed by Members without a meeting; and
  - (iv) resolutions passed by the Directors without a meeting;
- (b) Any powers of attorney granted under **clause 15.4** and any delegation of powers made under **clauses 16.10 and 16.13** must be recorded in NTDC's minute book.



- (c) The Directors must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the Chair of the meeting or the chair of the next meeting.
- (d) The Director of a proprietary company with only one (1) Director must sign the minutes of the making a declaration by the Director within a reasonable time after the declaration is made.

#### **15.7 Registers**

The Directors will cause the following company registers to be kept:

- (a) a register of Members, in accordance with **clause 2.2**;
- (b) where options are issued, a register of option holders; and
- (c) where debentures are issued, a register of debenture holders.

### **16. DIRECTORS MEETINGS & DISCLOSURES**

#### **16.1 Holding of Directors Meetings**

- (a) The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Company Secretary will on the request of a Director, call a meeting of the Directors by reasonable notice individually to each Director.
- (c) A Director who is, for the time being, out of Australia is only entitled to receive notice of a meeting of the Directors if the Director has given written notice to NTDC of an address for the giving of notices of meetings.

#### **16.2 Holding of Other Offices**

A Director may hold any other office or place of profit (except that of auditor) under the Company in conjunction with the office of Director on terms and conditions as to remuneration and otherwise as agreed by the Directors or the Company in general meeting.

#### **16.3 Directors' Interests**

- (a) A Director is not disqualified from holding any office or place of profit (except that of auditor) in the Company or in any company in which NTDC is a shareholder or otherwise interested by virtue of being a Director of NTDC.
- (b) A Director may contract with NTDC either as vendor, purchaser or otherwise and no contract, agreement or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be avoided by reason of the Director being a party to that contract or agreement or arrangement;
- (c) No Director is liable to account to NTDC for any profits arising from any office or place of profit or realised by any contract, agreement or arrangement by reason only

of the Director holding that office or because of the fiduciary obligations arising out of that office.

- (d) Subject to **clause 16.3(e)**, a Director who is in any way interested in any contract, agreement or arrangement or proposed contract, agreement or arrangement may, despite that interest:
- (i) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract, agreement or arrangement or proposed contract, agreement or arrangement;
  - (ii) vote in respect of, or in respect of any matter arising out of, the contract, agreement or arrangement or proposed contract, agreement or arrangement; and
  - (iii) sign any document relating to that contract, agreement or arrangement or proposed contract, agreement or arrangement NTDC may execute.
- (e) **Clause 16.3(d)** does not apply if, and to the extent that, it would be contrary to the Act.

#### 16.4 Disclosure of Interests

- (a) A Director must declare the nature of the interest the Director has in any contract, agreement or arrangement or proposed contract, agreement or arrangement or any other material personal interest in a matter relating to the affairs of NTDC at the meeting of the Directors at which the contract, agreement, arrangement or matter is first taken into consideration if the interest exists at the time of the meeting or, in any other case, at the first meeting of the Directors after the Director acquires the interest unless the Act specifies that notice does not need to be given.
- (b) If a Director becomes interested in a contract, agreement or arrangement after it is made or entered into, the declaration of the interest required by **sub-clause (a)** must be made at the first meeting of the Directors held after the Director acquires the interest.

#### 16.5 General Disclosure

- (a) A general notice that a Director is a Member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 16.4** of a Director's interest.
- (b) After a Director gives a general notice under **sub-clause (a)**, it is not necessary for that Director to give a special notice relating to any particular transaction with that firm or company.

#### 16.6 Recording Disclosures

The Company Secretary is obliged to record in the minutes any declaration made or any general notice given by a Director under **clauses 16.4 and 16.5**.

#### **16.7 Alternate Directors**

Any Director with approval of the Directors may appoint another person as an alternate to exercise some or all of the Director's powers for a specified period and:

- (a) if the appointing Director requests NTDC to give the alternate notice of Directors meetings, the Company must do so;
- (b) when an alternate exercises the Director's powers, the exercise of the power is as effective as if the powers were exercised by the Director;
- (c) the alternate is not be required to meet the share qualifications for Directors (if any);
- (d) NTDC is not be required to pay the alternate any remuneration but the alternate must be reimbursed for expenses incurred as for other Directors under **clause 14.6(d)**;
- (e) the appointing Director may terminate the alternate's appointment at any time; and
- (f) an appointment or its termination must be in writing, with a copy given to NTDC.

#### **16.8 Quorum**

Unless the Directors determine otherwise, or there is only one (1) Director, the quorum for a Directors meeting is fifty percent (50%) plus one (1) and the quorum must be present at all times during the meeting.

#### **16.9 Chair of Directors Meetings**

- (a) The Chair is the chair of all Directors meetings.
- (b) The Directors must elect another Director present at the meeting to chair a meeting, or part of it, if the Chair is:
  - (i) unavailable for any reason to chair the meeting; or
  - (ii) is not present to chair the meeting within 15 minutes of the designated start time of the meeting.

#### **16.10 Delegation to Committees**

- (a) The Directors may delegate any of the Directors' powers to committees consisting of some, but not all, of the Directors as the Directors think fit and any delegation to a committee must be recorded in the minutes.
- (b) A committee must:
  - (i) conform to any regulations that may be imposed on it by the Directors in exercising the powers delegated by the Directors; and

- (ii) exercise the powers delegated to it in accordance with any directions of the Directors,
- (c) The effect of a committee exercising a power consistently with this clause is the same as if the Directors exercised the power.
- (d) The appointment of a committee of the Directors may be a standing committee or an ad hoc committee.

#### **16.11 Conduct of Committee Meetings**

- (a) A committee may elect a Chair of its meetings. If no Chair is elected, or if at any meeting the Chair is not present within 15 minutes after the time appointed for holding the meeting, the Members present at the meeting may elect one of their number to be Chair of the meeting.
- (b) A committee may meet and adjourn as that committee thinks proper or necessary.

#### **16.12 Votes at Directors and Committee Meetings**

A resolution of the Directors or a committee must be passed by a majority of votes of the Directors entitled to vote on the resolution. In the case of an equality of votes the Chair does not have a second or casting vote.

#### **16.13 Delegation to Individual Directors**

- (a) The Directors may delegate any of their powers to one Director.
- (b) A Director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Directors.
- (c) Acceptance of a delegation in this form may, if the Directors so resolve, be treated as an extra service or special exertion performed by the delegate for the purposes of **clause 14.6(e)**.

#### **16.14 Validity of Directors' Acts**

- (a) An act done by a person acting as a Director or by a meeting of Directors or a committee of Directors attended by a person acting as a Director is not invalidated by reason only of:
  - (i) a defect in the appointment of the person as a Director;
  - (ii) the person being disqualified to be a Director or having vacated office; or
  - (iii) the person not being entitled to vote,

if that circumstance was not known by the person or the Directors or committee (as the case may be) when the act was done.

### 16.15 Written Resolution

- (a) If:
- (i) all of the Directors, other than:
    - A. any Director on leave of absence approved by the Directors;
    - B. any Director who disqualifies himself or herself from considering the act, matter, thing or resolution in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and
    - C. any Director who the Directors reasonably believe is not entitled at law to do the act, matter or thing or to vote on the resolution in question,assent to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and
  - (ii) the Directors who assent to the document would have constituted a quorum at a meeting of Directors held to consider that act, matter, thing or resolution.
- then that act, matter, thing or resolution is to be taken as having been done at or passed by a meeting of the Directors.
- (b) Separate counterpart documents may be used for signing by Directors if the wording of the resolution and statement is identical in each counterpart copy.
- (c) The resolution is passed on that date on which the last Director signs.

### 16.16 Sole Director Resolutions

If the Company has only one (1) Director, that Director may:

- (a) pass a resolution by recording it and signing the record; and
- (b) make a declaration by recording it and signing the record.

Recording and signing the declaration satisfies any requirement of the Act that the declaration be made at a Directors meeting. However, the powers of a sole Director are limited to those powers necessary to appointing other Directors to the Company to ensure that the minimum number of Directors is appointed and a sole Director must not undertake any other substantive business on behalf of NTDC apart from the appointment of additional Directors.

### 16.17 Manner of Holding Meetings

- (a) A Directors' meeting may be called or held using any technology consented to by all the Directors.

- (b) A consent to use technology is deemed to be a standing consent and remains valid unless and until it is revoked by a Director.
- (c) A Director may only withdraw the Director's consent under this **clause 16.17** within a reasonable period before the meeting.

## **17. MANAGING DIRECTORS**

### **17.1 Appointment of Managing Director**

The Directors may appoint one or more Directors to the office of managing Director of NTDC for the period, and on the terms (including as to remuneration), as the Directors see fit.

### **17.2 Cessation of Appointment**

A person ceases to be managing Director if they cease to be a Director.

### **17.3 Powers of Managing Director**

- (a) The Directors may:
  - (i) confer upon a managing Director any of the powers exercisable by the Directors upon terms and conditions and with any restrictions as the Directors may think fit; and
  - (ii) authorise the managing Director to delegate all or any of the powers, discretions and duties conferred on the managing Director.
- (b) An act done by a person acting as the managing Director is not invalidated by reason only of:
  - (i) a defect in the person's appointment as a managing Director; or
  - (ii) the person being disqualified to be a managing Director;if that circumstance was not known by the person when the act was done.

### **17.4 Appointment, Removal and Powers**

The Directors may revoke, withdraw, alter or vary:

- (a) an appointment; or
- (b) all or any of the powers conferred on the managing Director.

## **18. ASSOCIATE DIRECTORS**

### **18.1 Appointment, Removal and Powers**

- (a) The Directors may appoint any person to be an associate Director and may at any time cancel appointment of an associate Director.

- (b) The Directors may fix, determine and vary the powers, duties and remuneration of any associate Director.
- (c) An associate Director is not required to hold any shares to qualify for appointment nor has any right to vote at any meeting of the Directors except by the invitation and with the consent of the Directors.

## **19. SECRETARY**

### **19.1 Appointment, Removal & Powers**

- (a) The Directors may, and if required by the Act will, appoint one (1) or more Company Secretaries for the term, at the remuneration, and upon the conditions as they think fit.
- (b) Any Company Secretary appointed by the Directors may be removed by the Directors.

## **20. EXECUTION OF DOCUMENTS**

### **20.1 Common Seal**

NTDC may have a common seal. If the Company does have common seal then:

- (a) the common seal must comply with the Act;
- (b) the Directors will provide for the safe custody of the common seal; and
- (c) the seal may only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that respect.

### **20.2 Execution under Common Seal**

If NTDC does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) two (2) Directors of NTDC;
- (b) a Director and a Company Secretary;
- (c) a Director nominated for that purpose by the Directors; or
- (d) if NTDC has a sole Director who is also the sole Company Secretary or a sole Director and no secretary – that Director, but only in accordance with **clause 16.6**.

### **20.3 Execution without Common Seal**

NTDC may execute a document without using a common seal if the document is signed by:

- (a) two (2) Directors of NTDC;
- (b) a Director and a Company Secretary;

- (c) a Director nominated for that purpose by the Directors; or
- (d) if NTDC has a sole Director who is also the sole Company Secretary or a sole Director and no secretary – that Director, but only in accordance with **clause 16.6**.

#### **20.4 Directors' Interests**

A Director may sign a document to which the seal of NTDC is fixed even if the Director is interested in the contract, agreement or arrangement to which the document relates.

### **21. ACCOUNTS & RECORDS**

#### **21.1 Accounting Records**

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

#### **21.2 Access to Records**

- (a) The Directors will from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of NTDC or any of them will be open to the inspection of Members not being Directors.
- (b) No Member (other than a Director) has any right to inspect any accounting or other records of NTDC except as conferred by statute or as authorised by the Directors or by a resolution assessed at a general meeting.

### **22. NOT-FOR-PROFIT**

#### **22.1 Determination of Income**

NTDC must determine income in accordance with ordinary accounting principles, and unless otherwise exempt, must pay all taxation liabilities on the derivation of that income as may be required from time to time.

#### **22.2 No Dividends**

NTDC must not distribute any income directly or indirectly to Members, whether as dividends or otherwise, but nothing in this **clause 22** prohibits the Company from contracting with, paying or reimbursing any Member or Director of the Company in accordance with any other express provision of this constitution.

#### **22.3 No Capital Distributions**

NTDC must not distribute any capital directly or indirectly to Members, whether as cash or by *in specie* distribution.



**22.4 Catch All**

For the avoidance of doubt, any other provision of this constitution, whether express or implied, that is inconsistent with the provisions of this **clause 22** is void and of no effect.

**23. CAPITALISATION OF PROFITS**

**23.1 Capitalisation of Reserves**

Subject to **clause 22** the Directors may resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise.

**23.2 Powers of Directors**

Whenever a resolution under **clause 22.1** has been passed, the Directors must make all appropriations and applications of the undivided profits resolved to be capitalised by that resolution and generally do all acts and things required to give effect to that resolution.

**24. NOTICES**

**24.1 Giving of Notices**

NTDC may give notice to any Director or Member:

- (a) personally; or
- (b) by sending it by post to the address of the Director as notified to the Directors or the address for the Member in the register of Members or the alternative address (if any) nominated by the Director or Member; or
- (c) by sending it to the facsimile number or electronic address (if any) nominated by the Director or the Member.

Any notice sent by post is taken to be given two Business Days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the Business Day after it is sent.

**24.2 Notice to Joint Members**

Notice to joint Members must be given to the joint Member first named in the register of Members.

**24.3 Notice to Representatives**

A notice may be given by NTDC to persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name; or by the title of representatives of the deceased, or assignee of the bankrupt, or by any similar description, at the address, if any, within Australia supplied for the purpose by the persons claiming to be so entitled, or (until an address has been so supplied) by giving

the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

#### **24.4 Entitlement to Notices**

Notice of every general meeting will be given in any manner authorised by this Constitution to:

- (a) every Member except those Members who (having no registered address within Australia) have not supplied to NTDC an address for the giving of notices to them;
- (b) every person entitled to a share in consequence of the death or bankruptcy of a Member who, but for the death or bankruptcy, would be entitled to receive notice of the meeting;
- (c) the Directors of NTDC;
- (d) the Company Secretary or Secretaries; and
- (e) the auditor for the time being of NTDC.

No other person is entitled to receive notices of general meetings.

#### **25. BY-LAWS**

**25.1** Subject to **clause 25.2**, the Directors may pass any resolution to make by-laws that are binding on the Members, whether to give effect to:

- (a) this Constitution; or
- (b) any other written instrument that purports to bind the Members;

**25.2** Any by-law that purports to limit or encumber the power of Members in relation to the appointment and removal of the Directors must be approved by a Special Resolution of the Members.

#### **26. INDEMNITY AND INSURANCE**

##### **26.1 Extent of Indemnity**

NTDC must indemnify (either directly or through one or more interposed entities) any person who is or has been a Director, Company Secretary or executive officer of the Company and, if so resolved by the Directors, the auditor of the Company, out of the funds of the Company against the following:

- (a) any liability to another person (other than NTDC or a related body corporate) unless the liability arises out of conduct involving a lack of good faith;
- (b) any liability for costs and expenses incurred by that person:

- (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (ii) in connection with an application, in relation to those proceedings, in which the court grants relief to the person under the Act.

## **26.2 Insurance**

- (a) NTDC may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an officer of the Company or of a related body corporate of the Company against a liability:
  - (i) incurred by the person in his or her capacity as an officer of NTDC or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or otherwise arising out of the officer holding any office provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 482 and 183 of the Act; or
  - (ii) for the costs and expenses incurred by that person in defending proceedings, whatever their outcome.

## **27. AUDIT**

### **27.1 Audit**

An auditor or auditors must be appointed by the Directors for NTDC if the Company is required to appoint an auditor by the Act and, if not so required, then the Directors have the discretion to appoint an auditor or auditors.

### **27.2 Compliance**

In all other respects, NTDC must comply with generally accepted accounting principles in the jurisdiction in which the Company is based and must provide the necessary reports as required by the Corporations Law, in accordance with the Tier in which the Company is positioned from time to time.

## **28. PROVISION FOR DORSET COUNCIL**

### **28.1 Acknowledgment**

The Company and the Initial Members acknowledge that Dorset Council is entitled to be admitted as an Initial Member of NTDC.

### **28.2 Admission as an Initial Member**

If, at any time after the registration of NTDC, Dorset Council, resolves to become a Member of the Company, the Directors must admit Dorset Council as a Member.

### **28.3 Rights on Admission**

Subject to the terms of this Constitution and any other constituent document of the Company, Dorset Council is deemed to be an Initial Member of the Company and will enjoy all of the rights and privileges of being an Initial Member, albeit from the date that it is registered in the register of Members.

## **29. COMPANY CAN BE A SPECIAL PURPOSE COMPANY**

### **29.1 Variations when company acting solely as a superannuation fund trustee**

*Intentionally omitted*

## **30. WINDING UP**

### **30.1 No Distribution of Surplus Assets to Members**

If NTDC is wound up (whether voluntarily or otherwise) no surplus assets may be distributed to any Member of the Company or any former Member of the Company, unless that Member fits within the parameters of **clause 30.2**.

### **30.2 Distribution of Surplus Assets**

After all of the liabilities (including employee entitlements) and expenses of winding up have been paid and settled, subject to:

- (a) the Act;
- (b) any other act or legislation that may apply; and
- (c) the order of any court of competent jurisdiction

NTDC may distribute any surplus assets to any one or more:

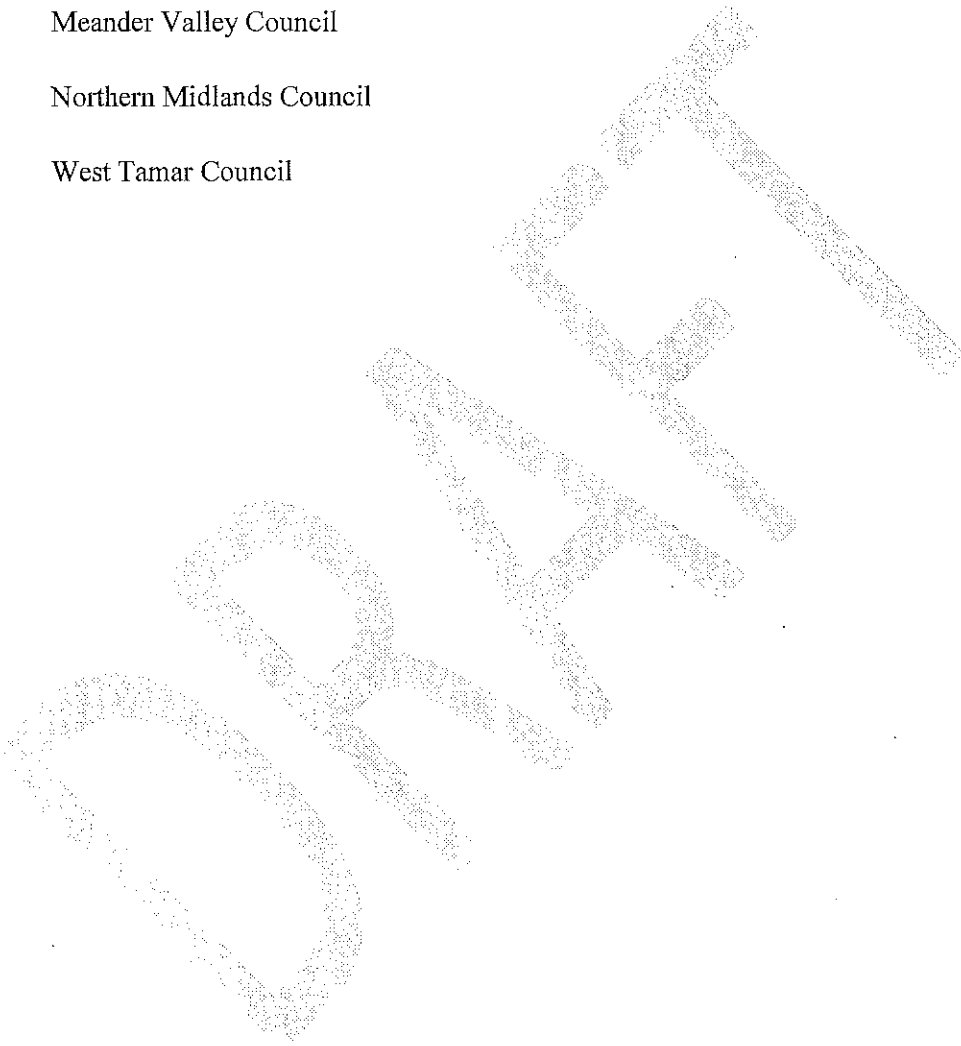
- (d) organisations with similar purposes and objectives to NTDC;
- (e) charities registered with the Australian Charities and Not-For-Profits Commission

provided that any recipient of surplus assets from NTDC must also have provisions in its constituent documents that:

- (f) prohibits the distribution of income and capital to its Members; and
- (g) requires the distribution of surplus assets to be treated in a similar manner as this **clause 30**.

**SCHEDULE OF INITIAL MEMBERS**

1. Break O'Day Council
2. Flinders Island Council
3. George Town Council
4. City of Launceston Council
5. Meander Valley Council
6. Northern Midlands Council
7. West Tamar Council



**SCHEDULE 1**

**AGREEMENT**

Each of the undersigned, being the persons specified in the application for NTDC's registration as a person who consents to become a Member, agrees to the terms of this Constitution.

Full name and address of each Member	Signature on behalf of the Member
1. Break O'Day Council 32-34 Georges Bay Esplanade, St Helens Tasmania 7216	
2. Flinders Island Council PO Box 40, Whitemark Tasmania 7255	
3. George Town Council PO Box 161 George Town Tasmania 7253	
4. City of Launceston Council PO Box 396 Launceston Tasmania 7250	
5. Meander Valley Council PO Box 102 Westbury Tasmania 7303	
6. Northern Midlands Council PO Box 156 Longford Tasmania 7301	
7. West Tamar Council PO Box 59 Beaconsfield Tasmania 7270	



## Milestone Timing for the Implementation of the New NTDC

**2 September** – St Helens – General Meeting – includes consultation and discussion of the new documents available to review (John Kirwan of Implementation Committee to attend)

**Week of 5 September** – make any suggested changes to (legal) documentation from 2 September meeting

**Month of September** – Finalise support of each Council – timing as follows:

- 5 September – NMC Workshop
- 7 September – George Town
- 12 September – BODC
- 13 September – Meander Valley
- 19 September – Northern Midlands
- 19 September – Deputation - Launceston Council Workshop (TBA)
- 20 September – West Tamar
- 22 September – Flinders Island
- 26 September – Launceston (formal Council meeting)

**14 September** – Notice of AGM and special business advice.

**30 September** – Launceston – AGM and Special General Meeting Business. New constitution and Shareholder Agreement to be adopted along with a three year funding agreement.

**First week in October** – advertise for Chair (including communications plan) with three weeks to gain applications. NTD office to support the administration process (including short-listing, but provide a full list of all applications and the basis on which they are short-listed). Also need to gain clarification on who will answer questions from potential applicants.

**First week in November** – interviews for short-listed applicants. Advise shareholders, media etc.

**Third week in November** – New Chair in place. The new Chair examines the Board skills matrix (and CEO recruitment process) and advertises for Directors and appoints by end of December (with Selection Committee).

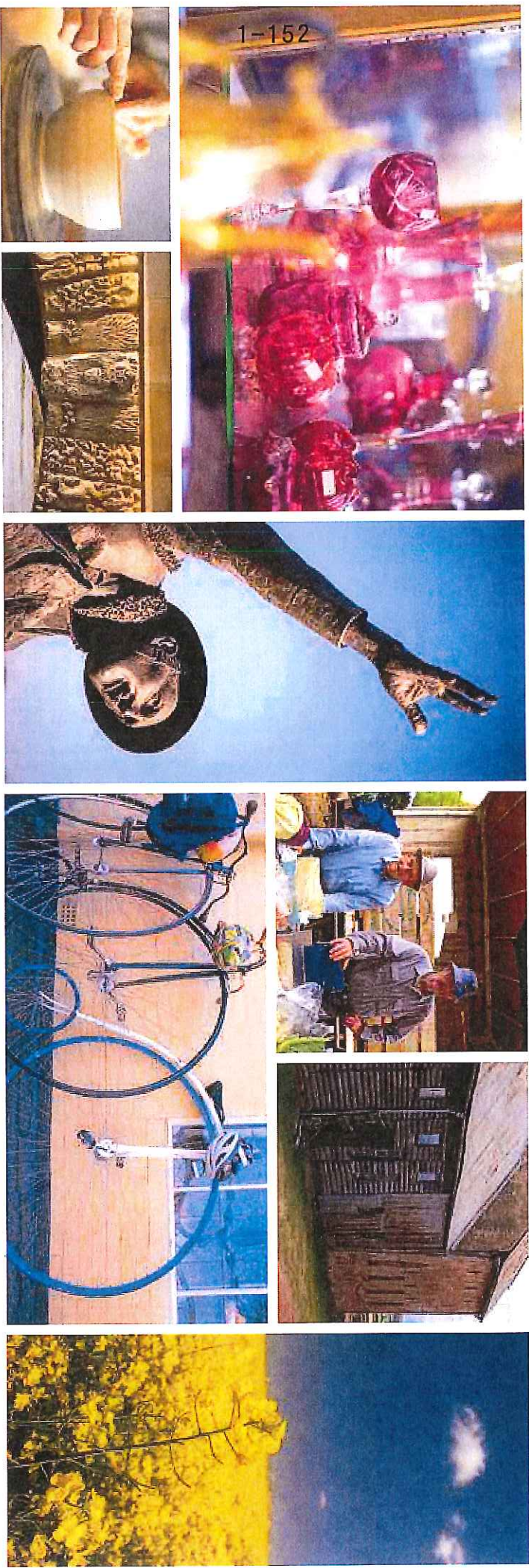
**31 December** – old association wound up (final financials required).

**1 January** – New corporation entity officially formed.

**Early January** – CEO recruitment (assuming Council shareholders have indicated approval and support for 2017-18 funding and beyond).



# NORTHERN MIDLANDS STRATEGIC PLAN 2017 - 2027





## Contents

- 1 Vision, Mission, Values
- 2 Lead and Progress
- 4 People and Place
- 7 Core Departmental Responsibilities
- 8 Strategic Departmental Outcomes
- 9 Major Strategic Project Delivery 2020-2027

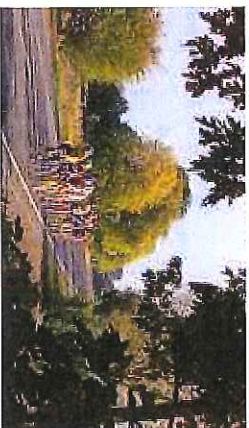
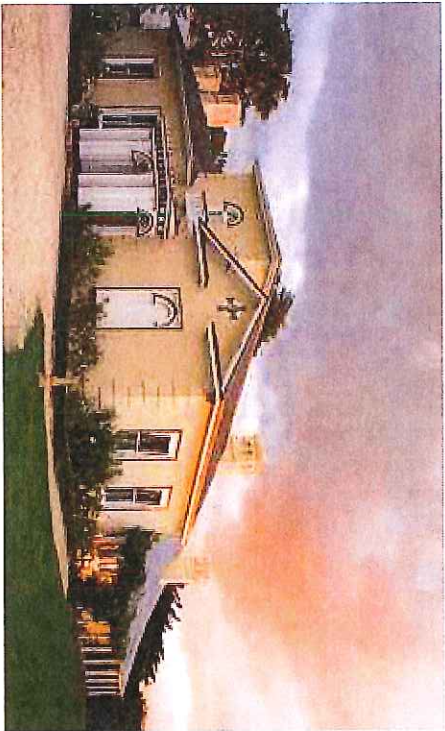


Image credits: Dan Fellow, Woolmers, Trout Territory, Rock & Rodz, Northern Midlands Council, Poatina Resort, Flora Dewar, Tasmanian Visual Library and Ray Joyce, Tourism Tasmania and Kathryn Leahy, Ray Joyce, Rob Burnett, Adrian Cook, Heath Holden, Brian Dullaghan and Nick Osborne.

## Vision

Northern Midlands is an enviable place to live, work and play. Connected communities enjoy safe, secure lives in beautiful historical towns and villages. Our clean, green agricultural products are globally valued. Local business and industry is strongly innovative and sustainable.

## Values

**Honesty**  
Treat all with honesty, respect and trust

**Integrity**  
Listen, learn and proactively deliver Council's vision

**Innovation**  
Explore, expand and adapt to achieve a shared vision

**Pride**  
Serve community with pride and energy

## Mission

**Lead and Progress**

**Leadership**  
Serve with honesty, integrity, innovation and pride

**Progression**  
Nurture and support economic health and wealth

**People and Place**

**People**  
Build a vibrant society that respects the past

**Place**  
Nurture our heritage environment

**Municipal Goals**

- Bold leadership guides innovation and growth
- Economically sound and flexible management
- Sustainable progress creates a vibrant future
- We strategically plan and deliver infrastructure
- Our culture respects the past in building the future
- Our historical landscapes are cherished and protected
- Connected communities are strong and safe
- The municipality is diverse and innovative

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### The Structure of the Strategic Plan

Council develops four-yearly and annual Departmental plans, to deliver goals from this guiding Strategic Plan.



# Lead and Progress

## Lead

### Serve with Honesty, Integrity, Innovation and Pride

Council is committed to strong advocacy and community collaboration. Living responsibly within our means, through transparent financial planning and governance. Staff culture espouses integrity, honesty and pride.

### Leaders with Impact

#### Strategic Outcomes

#### Management and Elected Representation

- Council is connected to the community
- Councillors serve with integrity and honesty
- Management is efficient, proactive and responsible

#### Core Strategies

#### Communicate – Connect with the community

- Strengthen confidence via collaborative decision-making

#### Lead – Councillors represent honestly with integrity

- Practice open, accountable governance
- Deliver clear, cohesive core messages
- Represent the concerns of the people
- Apply best practice, compliant governance

#### Manage – Management is efficient and responsive

- Manage and deliver a responsible Council program
- Advocate for economic investment by Government
- Enable Council and staff to deliver quality service
- Drive projects that deliver a progressive local future

## Money Matters

#### Strategic Outcomes

- Budgets are responsible yet innovative
- Efficiency in resource sharing and Council reform
- Improve community assets responsibly and sustainably

#### Core Strategies

#### Budgets are responsible yet innovative

- Deliver a compliant and responsible 10-year Financial Plan
- Flexible fiscal plans enable new projects to be explored

#### Efficiency in resource sharing and Council reform

- Fiscal and resourcing reform have positive impact
- Strive for best practice customer service

#### Improve community assets responsibly and sustainably

- A 20-Year Asset Management Plan to maintain assets
- Asset Upgrade Program is responsive to opportunity

## Best Business Practice and Compliance

#### Strategic Outcomes

- Council complies with Government legislation
- Continuous improvement is embedded in staff culture
- Effective and efficient marketing, communications and IT
- Excellent standards of customer service

#### Core Strategies

#### Council complies with all Government legislation

- Amend governance regulations as per legislation
- Ensure facilities, volunteers and Committees comply
- Update compliance policy and procedure as required
- Train staff in all compliance policy changes
- Manage Special Committees of Council

## Continuous improvement is embedded in staff culture

- Motivate staff via improvement and innovation

## Effective and efficient marketing, communications and IT

- Use positive, cohesive marketing to drive core messages
- Improve and maintain current web and social media sites
- Improve IT interface for NBN capability
- Secure and monitor Council against external risk

## Excellent standards of customer service

- Ensure timely, high quality customer service
- Continuously improve efficiency in customer service

## Workforce Standards

#### Strategic Outcomes

- People and Culture Framework generates professionalism
- Workplace Health and Safety is fully compliant
- Emergency Management and Safety Plans work well

#### Core Strategies

#### People and Culture Framework generates professionalism

- Staff are engaged, committed, stable and innovative
- Employment Relations are fair and consistent
- The People and Culture Framework is best practice
- Organisational and personal development is valued
- Strive for nomination as an Employer of Choice

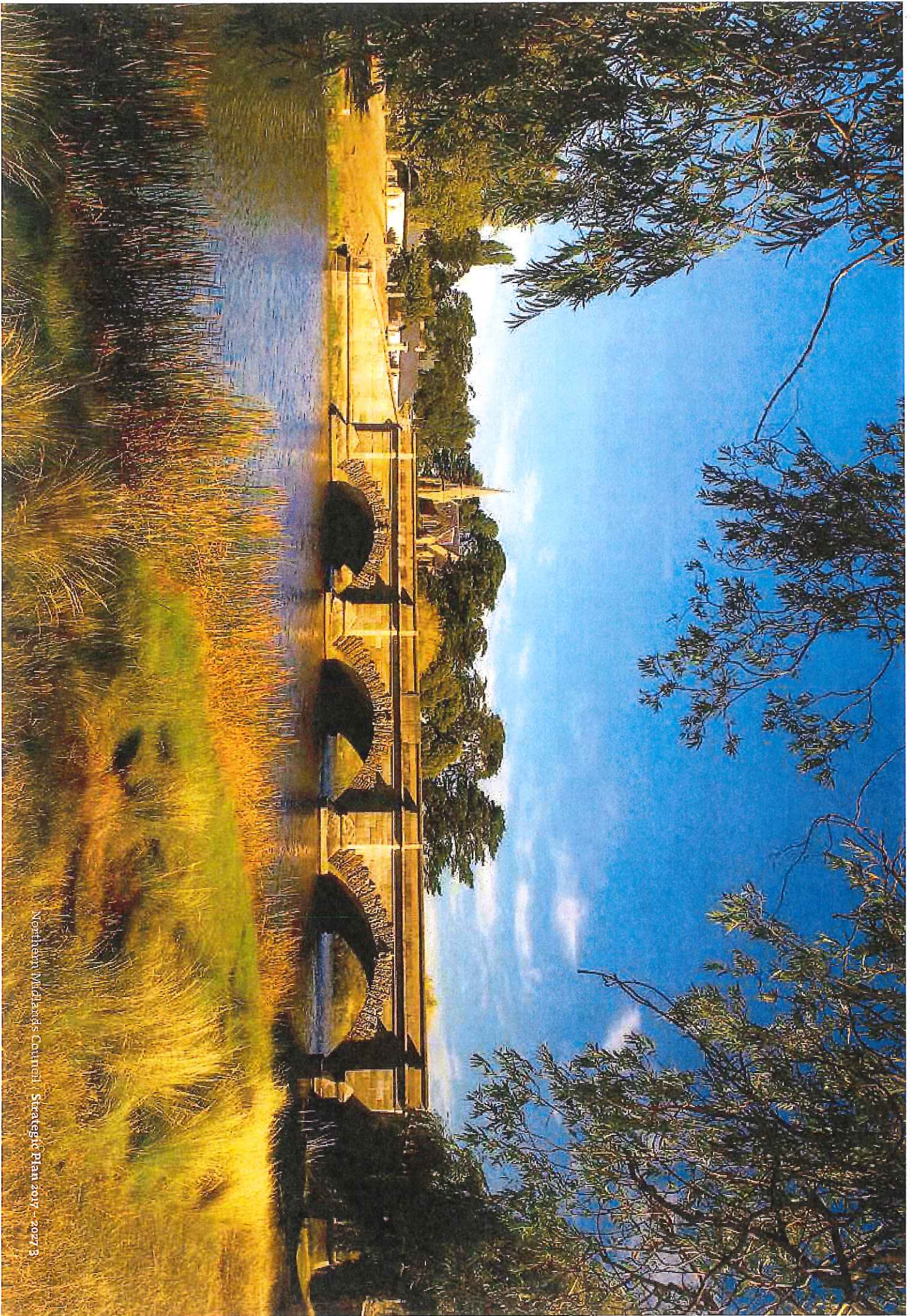
#### Workplace Health & Safety is fully compliant

- Ensure a healthy, safe, compliant workplace
- Create a culture accepting of WH&S compliance
- Maintain a compliant, best practice Risk Register

#### Emergency Management and Safety Plans work well

- Maintain and test Emergency Management Plans
- Identify and implement Safety Committee objectives
- Prepare for potential future extreme events







## Progress

### Economic Health and Wealth – Grow and Prosper

Our infrastructure growth builds capacity and economic sustainability. We support diverse, innovative, independent business and industry. We thrive with strong collaborative regional partnerships.

### Strategic Project Delivery – Build Capacity for a Healthy Wealthy Future

- Strategic Outcomes
- Strategic, sustainable, infrastructure is progressive
  - Proactive engagement drives new enterprise
  - Collaborative partnerships attract key industries
  - Attract wealth-producing business and industry

#### Core Strategies

- **Strategic, sustainable, infrastructure is progressive**
- A Land Use and Development Strategy to direct growth
- Flexible project priorities build competitive advantage
- Prepare Annual Strategic Project Delivery Model

#### Proactive engagement drives new enterprise

- Engage early with business and industry projects
- Plan and embed 'Sense of Place' principles
- Streamline Planning Approval timeframes

#### Collaborative partnerships attract key industries

- Advocate for high value new business and industry

#### Attract healthy, wealth-producing business and industry

- Seek business able to diversify local capability

### Economic Development – Supporting Growth and Change

- Strategic Outcomes
- New and expanded small business is valued
  - Support new businesses to grow capacity and service
  - Towns are enviable places to visit, live and work
  - Minimised industrial environment impact on amenity
  - Developers address climate change challenges
  - Maximised external funding opportunities

#### Core Strategies

#### New and expanded small business is valued

- Facilitate local entities to enhance communication
- Ensure streetscapes enhance aesthetic amenity

#### Support new businesses to grow capacity and service

- Support 'Shop Local' to strengthen business centres
- Support new positive growth business and employment

#### Towns are enviable places to visit, live and work

- Raise our media profile to attract investment
- Ensure inclusion in tourism or investment marketing

#### Minimise industrial environment impact on amenity

- Capture town character through 'Sense of Place' projects
- Lower industry environmental impact via best practice
- Attract business and industry to cluster-zoned precincts

#### Developers address climate change challenges

- Adopt sustainable environment urban design guidelines

#### Maximise external funding opportunity

- Secure high levels of external funding for projects
- Collaborate with community on funding opportunities

### Tourism Marketing and Communication

- Strategic Outcomes
- Tourism thrives under a recognised regional brand
  - Tourism partnerships build sense of place identity

#### Core Strategies

#### Tourism thrives under a recognised regional brand

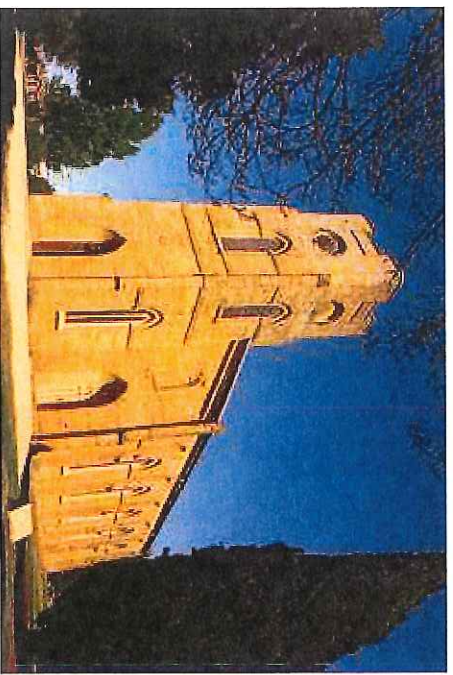
- Develop an Economic Development (incl. Tourism) Strategy
- Support Tourism Northern Tasmania marketing to maximise tourism growth
- Ally with Tourism Northern Tasmania, community committees and tourism operators

#### Tourism partnerships build sense of place identity

- Support effective regional tourism branding
- Ally with Community committees and tourism operators
- Advocate for tourism product enhancement funding

“The essence of strategy is choosing what not to do.” – Michael Porter







# People and Place

## People

### Culture and Society – A Vibrant Future that Respects the Past

Diverse towns and villages service a rural-based industry. Connectivity challenges are innovatively managed to unite disparate communities. Equitable delivery of quality assets, programs and services supports sustainability.

### Sense of Place – Sustain, Protect, Progress

#### Strategic Outcomes

- Planning benchmarks achieve desirable development
- Sympathetic design respects historical architecture
- Developments enhance existing cultural amenity
- Public assets meet future lifestyle challenges

#### Core Strategies

##### Planning benchmarks achieve desirable development

- Provide strongly preferred building design criteria

##### Council nurtures and respects historical culture

- Set benchmarks to complement historical architecture

##### Developments enhance existing cultural amenity

- Show benefits of retained character of heritage towns
- Signage design control nurtures visual historical amenity

##### Public assets meet future lifestyle challenges

- Design asset upgrades for climate change challenges

### Lifestyle – Strong, Vibrant, Safe and Connected Communities

#### Strategic Outcomes

- People value quality lifestyles in vibrant, eclectic towns
- Communities speak and leaders listen
- Promote our attractive and liveable places
- Communities are engaged in future planning
- Strong community ownership and partnership
- Healthy, safe communities nurture people

#### Core Strategies

##### Living well – Valued lifestyles in vibrant, eclectic towns

- Design improvements that espouse a ‘Sense of Place’
- Consult communities for inclusion and participation
- Streetscaping fosters a culture of improving amenity
- Market our desirable amenity and unique qualities

##### Communicate – Communities speak and leaders listen

- A Councillor Open Day for access to elected members
- Create ‘Northern Midlands Living Business’ on website

##### Participate – Communities engage in future planning

- Share Draft Strategic Project Plans with community

##### Connect – Improve sense of community ownership

- Consult community on Council projects and programs

##### Caring, Healthy, Safe Communities – Awareness, education and service

- Equal access to health, safety and community services
- Advocate for equitable health, education and employment
- Support networks for older persons and youth at risk
- Support networks assisting victims of domestic violence
- Foster arts and culture participation at local level
- All abilities sport and exercise facilities available
- Cater for community members with disabilities





“When surrounded by history, soak up its essence. The past creates stepping stones to your future.” - Kathleen Keenan

## Place

### Nurture our Heritage Environment

We cherish the historical heritage of our culture and all its people. It is firmly embedded in planning for the future – an enviable place to live, work and play. We protect our environment and work with business and industry to protect inherent values.

### Environment – Cherish and Sustain our Landscapes

- Strategic Outcomes
- Cherish and sustain our landscape
  - Meet environmental challenges
  - Eco-tourism strongly showcases our natural beauties

#### Core Strategies

- Cherish and sustain our landscapes**
- Work with Natural Resource Management to fund environmental protection
  - Use education to enhance environmental outcomes
  - Nurture Landscapes and environment for future benefit
  - Create eco-diverse public spaces with ‘Sense of Place’

#### Meet environmental challenges

- Raise awareness of climate change and seek solutions
- Strengthen biodiversity in the natural environment
- Build environmental guidelines into statutory planning
- Explore contemporary waste management techniques

#### Eco-tourism strongly showcases our natural beauties

- Support eco-tourism to attract visitors to our area

### History – Preserve and Protect our Built Heritage for Tomorrow

#### Strategic Outcomes

- Our heritage villages and towns are high value assets

#### Core Strategies

- Our heritage villages and towns are high value assets**
- Value and protect our ‘Sense of Place’ heritage assets
  - Attract tourism to support and sustain historical assets
  - Foster business pride in historical streetscapes





# Core Departmental Responsibilities

## Governance - Economic and Community Development

### Strategic Planning and Leadership

- Strategic Plan
- Council Business and Advocacy
- Elected Members Annual Development Plan
- Inter-Government Relations
- Media and Marketing

### Local Government Reform

- Benchmarking and Resource Sharing Projects

### Best Business Practice

- Compliance
- Local District and Management Committees
- External Statements
- Legislative Audits
- Delegation Reviews
- Policy Document Audit and Review
- Facility Management Committees

### Workplace Standards

#### People and Culture

- People and Culture Framework
- Continuous Improvement

### Economic and Community Development

#### Long Term Economic Planning

- Economic Development Strategy
- Annual Development Plan
- Partnerships and Engagement
- Sustainability of Economic Advantages

### Strategic Project Concept Development

- Concept Planning
- Project Business and Community Consultation
- Strategic Project Tenders

### Funding

- Sourcing and Applications
- Application Process Management

### Tourism

- Industry Support and Collaboration
- Economic Development (incl. Tourism) Strategy

### Strategic Community Planning

- Disability Discrimination Strategy
- Youth and Ageing Strategy
- Family Violence Strategy
- Work Participation Programs

### Community Inclusion and Participation

- Business Support
- Employment Incentives
- Community Consultation

## Corporate Services

### Financial Management

- Asset Management Planning
- Annual Budget
- Quarterly Financial Reviews
- Long Term Financial Planning
- Audit and Audit Committee
- Risk Management and Insurances
- Workplace Health and Safety
- Emergency Management
- Customer Service
- Child Care Centres
- Information Technology Management

## Planning and Development

### Strategic Project Planning and Implementation

- Major Infrastructure Projects
- Strategic Land Use Planning
- Planning Reform and Draft Planning Scheme
- Contract Management

### Statutory Planning

- Planning Process
- State and Northern Midlands Interim Planning Scheme
- Planning Applications, Assessment
- Plumbing and Building Applications, Assessment, Compliance
- Abatement Notices – Fire and Nuisance
- Approvals

### Health

- Inspections and Notices
- Food Premises Licensing

### Animal Control

- Registrations
- Complaints and Compliance

### Environment

- Natural Resource Management Program Collaboration
- Climate Change

## Works and Infrastructure

### Area Management Plan

- Annual Works Program and Review
- Roads, Bridges, Footpaths, Parks and Reserves Programs

### Project delivery as delegated

- Tender Management

### Building Maintenance

- Building Maintenance Program
- Asbestos Removal Program

### Stormwater Management Plans

- TRANSlink
- West Perth
- Towns and villages Stormwater Management Plans

### Waste Management

- Waste Management Review

# Strategic Departmental Outcomes 2017-2020

## Governance and Community Development

- Local Government Reform
- Elected Members Development and Annual Plans
- Economic Development Master Plan 2016-2017
- People and Culture Plan
- Media and Marketing

## Strategic Projects Team

- Prepare Economic Development Master Plan
- Identify Economic Development Master Plan priorities
- Prepare Strategic Project Futures Implementation Plan

## Strategic Infrastructure Projects

- **Launceston Gateway Precinct 2016-2020**
- Stage 1: Freight Demand Analysis
- Stage 2: Launceston Gateway Master Planning
- Stage 3: Business Cases
  - Reticulated Gas Project
  - Rail Spur Project

## Perth Town Structure Plan 2016-2017

- Land Use Planning

## Northern Midlands Rural Processing Centre 2017-2020

- Needs Analysis, Site Assessment and Availability
  - Demand, Logistics, Planning and Zoning
  - Business Case and Master Plan

## Economic Development Division

### Strategic Planning Projects

- **Economic Development Strategy**
- Economic Development (Incl. Tourism) Strategy

### Sense of Place Planning

- **Longford Place Activation Plan 2016-2020**
- Implement Place Activation Plan

### Longford Urban Design and Traffic Management

- Stokes Park Master Plan 2017-2019

### Perth Community and Recreations Centre, School Plan

### Integrated Strategy

### Ross Town Centre Park Development Plan 2016-2020

- Community Consultation
- Master Plan Process

### Campbell Town CBD and Traffic Management Strategy 2016-2018

- Community Consultation
- Master Plan Process

## Community Development Division

### Community Planning Projects

- Youth and Ageing Strategy
- Discrimination Strategy

## Corporate Services Department

- Local Government Reform 2016-2020
  - Benchmarking and Resource Sharing Initiatives
- Asset Management Plan Annual Review
- Annual Budget and Quarterly Review
- Information Technology Upgrade Program
- Emergency Management
- Workplace Health and Safety Action Plan Annual Review

## Planning and Development Department

### Strategic Planning Projects

- Land Use and Development Strategy 2016-2017
- Tasmanian Planning Scheme 2016-2020

### Compliance

### Waste Management 2016-2020

- End of Life Tyres resolution

## Works and Infrastructure Department

### TRANSlink Precinct Renewal – Stormwater 2016-2017

- Implement as budget is allocated

### Campbell Town War Memorial Oval 2016-2018

- Implementation of Master Plan

### Longford NM Sport and Fitness Centre 2016-2018

- Implementation of Master Plan

### Honeysuckle Banks

- Implementation of Master Plan

### Bridge Renewal Program 2016-2020

- Replace all timber deck bridges by 2020

### Nile Road Upgrade 2017-2020

- Implementation of Staged Program

### Stormwater Management Plans

- Devise 3-Year Plan for each town



# Major Strategic Project Delivery 2020-2027

## Governance

- Local Government Reform
- Elected Members Development and Annual Plans
- People and Culture Plan
- Media and Marketing Program
  - Media and Marketing documentation
  - Social Media and Marketing
- Strategic and Community Projects consultation

## Strategic Projects Team

- Economic Development Master Plan Annual Review
- Strategic Project Futures Planning Annual Review

## Strategic Infrastructure Projects

- Launceston Gateway Precinct Master Plan
  - Stage 4: Implement Launceston Gateway Master Plan
- Northern Midlands Rural Processing Centre 2020-2027
  - Implementation 2020-2027
- Perth Community Centre, Recreation Ground, Primary School Master Plan
  - Perth Recreation Ground Master Plan 2030
- Longford CBD Urban Design Strategy
  - Stokes Park Master Plan 2020-2027
- Longford Recreation Ground Master Plan
- Campbell Town CBD Urban Design and Traffic Management Strategy
- Cressy Swimming Pool Master Plan
- Ross Swimming Pool Master Plan
- Ross Town Centre Park Development
- Honeysuckle Banks Master Plan
- Perth Town Structure Plan
  - Road Works at Perth – State Collaboration
- Nile Road Upgrade 2020-2027
  - Implementation of staged program

## Economic Development Division

- Strategic Planning Projects
- Economic Development Master Plan Strategy Delivery 2020-2027
  - Economic Development (incl. Tourism) Strategy
- Tourism
  - Tourist Business Networks
  - Collaborating in Regional Partnerships
- Northern Midlands Rural Processing Centre 2020-2027
  - Build Capacity
  - Investment Attraction

## Sense of Place Planning

- Villages Sense of Place Plans 2020-2027
  - Community Consultations – all towns
  - Master Planning – all towns
  - Seek Funding – all towns

## Community Development Division

- Local issues
  - Health, Education and Employment
  - Sport and Recreation
  - Cohesive Communities
  - Communities at risk
- Youth and Ageing Strategy Review
- Discrimination Strategy Review

## Corporate Services

- Local Government Reform 2020-2027
  - Resource Sharing Programs
- Asset Management Plan 2020-2027
- Annual Budget, Quarterly Review 2020-2027
- Best Practice Customer Service Program 2020-2027
- Workplace Health and Safety program 2020-2027
- Emergency Management
  - Review Climate Change impacts
- Information Technology/NBN Capacity Program

## Planning and Development

- Strategic Planning Projects
- Review Land Use and Development Strategy 2020-2026
- Review Local Area Provisions 2020-2026
- Planning Records System Upgrade 2020-2021

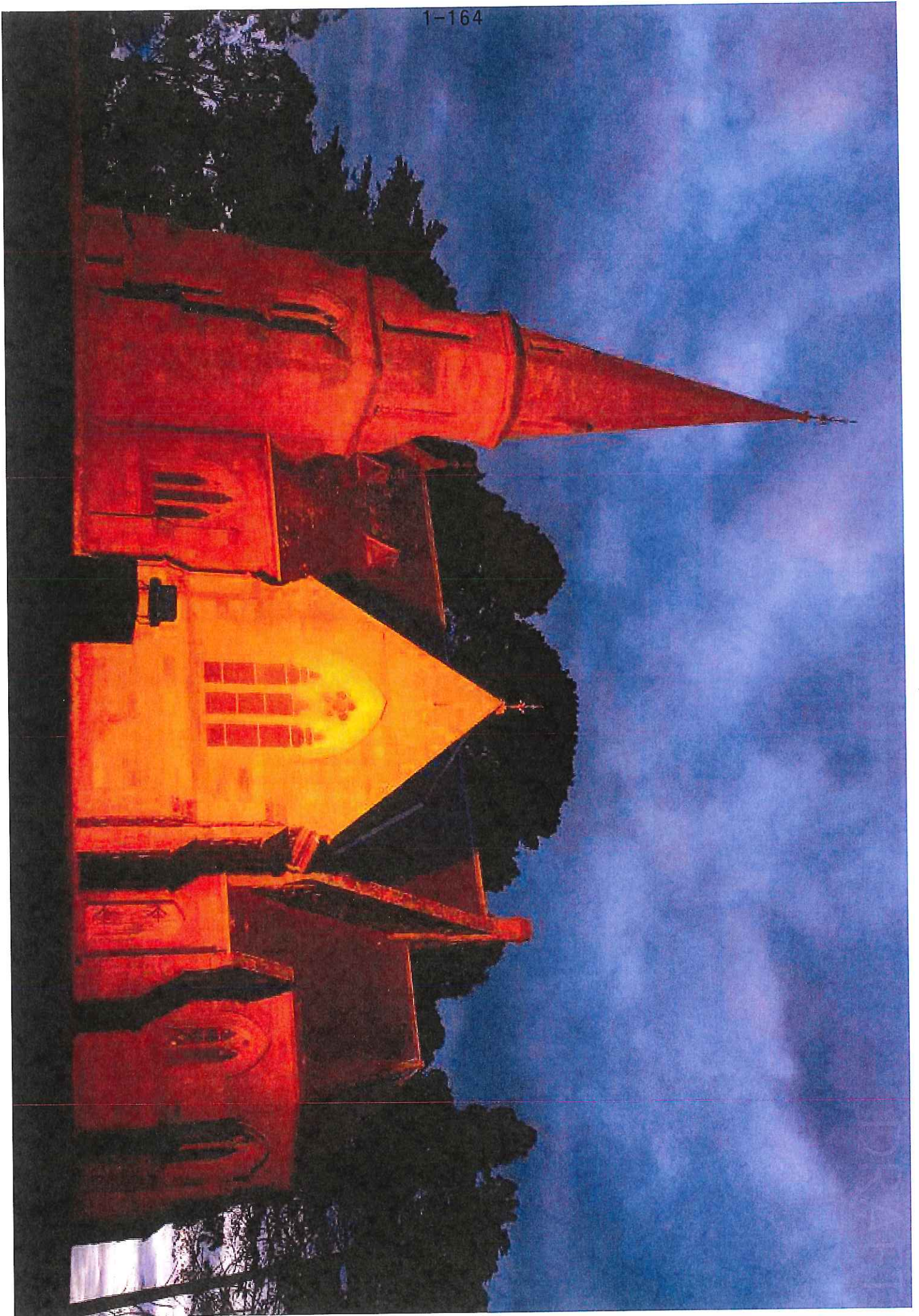
## Works and Infrastructure

### Department

- Roads and Bridge Renewal Program 2020-2027
- Footpaths, Parks and Reserves 2020-2027
- Stormwater Management Plans 2020-2027
  - Rollout Implementation Plans for each town
- Waste Management 2020-2027
  - Recycling Centres Review
  - Residential Service Review
  - Green Bins Review
- Climate Change Impact Mitigation Works
  - As identified

“Now is no time to think of what you do not have. Think of what you can do with what there is.” – Ernest Hemingway









NORTHERN  
MIDLANDS  
COUNCIL

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[www.northernmidlands.tas.gov.au](http://www.northernmidlands.tas.gov.au)







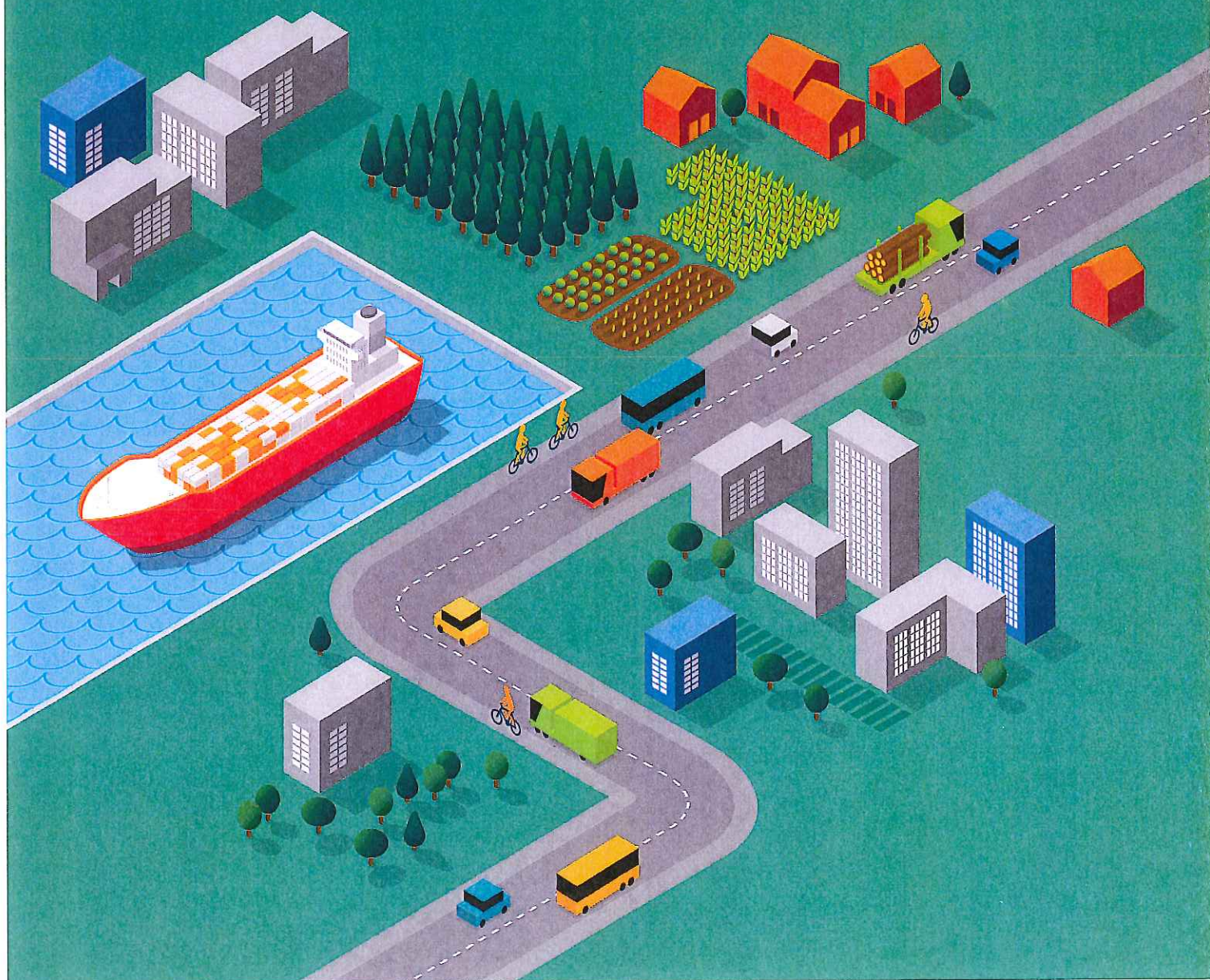
AUSTRALIAN LOCAL  
GOVERNMENT ASSOCIATION

**NATIONAL  
LOCAL ROADS  
AND TRANSPORT  
CONGRESS 2016**

*Local Infrastructure – Developing Regions*

**TOOWOOMBA QLD  
9-11 NOVEMBER 2016**

**PROGRAM & REGISTRATION**  
Register online [www.alga.asn.au](http://www.alga.asn.au)

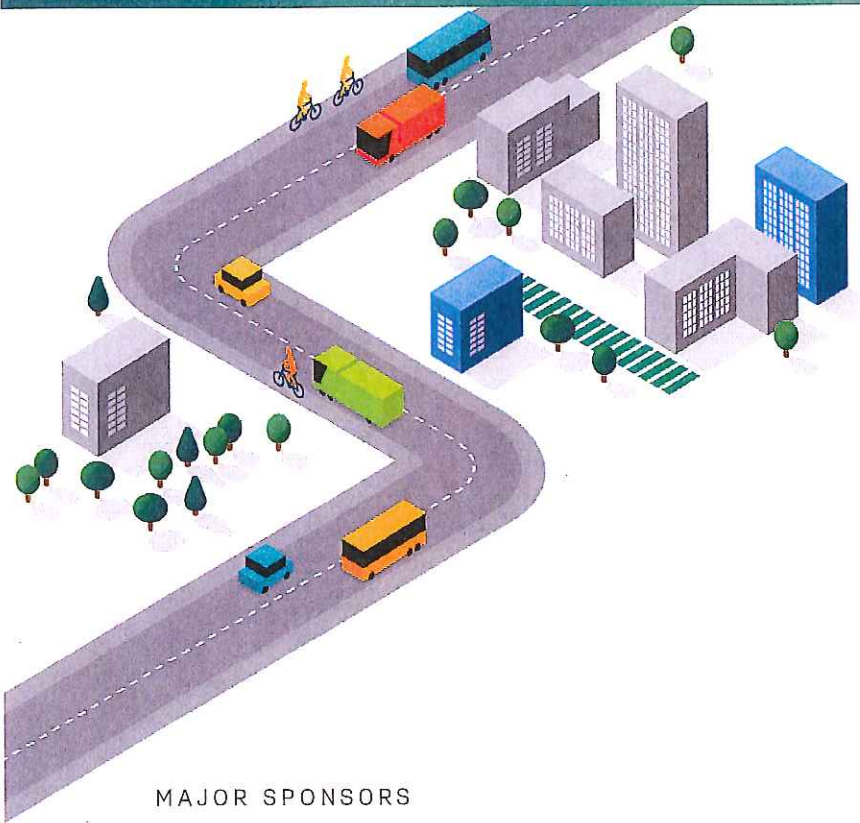




# NATIONAL LOCAL ROADS AND TRANSPORT CONGRESS 2016

## *Local Infrastructure – Developing Regions*

TOOWOOMBA QLD  
9-11 NOVEMBER 2016



### MAJOR SPONSORS



Australian Government  
Department of Infrastructure and Regional Development



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## PRESIDENT'S WELCOME

Dear Colleagues

ALGA's Local Roads and Transport Congress is our opportunity to meet, collaborate and represent the sector's interests. I invite you to attend the 2016 Roads Congress, which will take place in Toowoomba, Queensland from 9 to 11 November.

In July this year the Coalition Government was returned to office following the 2016 Federal election. In the lead-up to the election, ALGA developed a comprehensive *Plan for an Innovative and Prosperous Australia*. A key role of events like the Roads Congress is to help the ALGA Board develop informed policies that positively impact communities across the country. These have recently included new funding for bridges, a longer term commitment to the Roads to Recovery program, as well as a massive injection of extra funding for that vital program, but there is much more to do.

For many individual councils, local roads and bridges are their single largest area of expenditure and present the greatest challenge in terms of asset management and financial sustainability. This year's Congress, themed *Local Infrastructure - Developing Regions*, will focus on the value and importance of strong regional and local collaboration and how those connections contribute to Australia's economic competitiveness.

Our work on the 2015 *State of the Assets Report* clearly shows the challenges faced by councils in managing council infrastructure. The total replacement value of local government assets is estimated to be in excess of \$438 billion. This highlights both the scale of the challenge as well as the opportunities for local government in engaging with issues to support innovation, development and collaboration. With the Federal Election now over, it is time to focus on ensuring the Government delivers on its promises and that local government's voice is heard loud and clear.

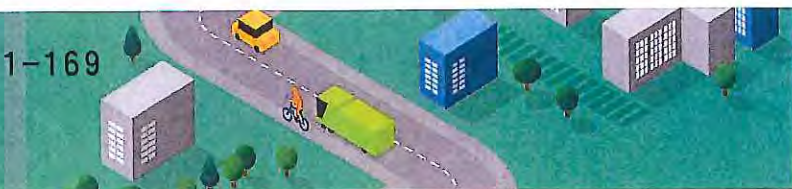
The Roads Congress will be an important opportunity to engage with the Government on how its policies will impact on the provision and maintenance of local roads, as well as the broader infrastructure and transport agenda. The Congress will feature national and international speakers and I have invited the Minister for Infrastructure and Transport, the Hon Darren Chester MP, the Minister for Local Government and Territories, Senator the Hon Fiona Nash, the Shadow Minister for Infrastructure, Transport, Cities and Regional Development, the Hon Anthony Albanese MP, as well as the Shadow Minister for Regional Services, Territories and Local Government, Mr Stephen Jones MP.

Your council's attendance at this year's Roads Congress strengthens the work that ALGA and your state and territory associations are doing to secure better funding for local government roads and infrastructure. Your voices and your knowledge will show the Commonwealth Government the value you place on working together to deliver positive results for all our communities.

I look forward to seeing you in Toowoomba in November.







## CONGRESS PROGRAM



### WEDNESDAY 9 NOVEMBER

5.00-7.00 pm Welcome Drinks:  
Cobb+Co Museum

### THURSDAY 10 NOVEMBER

9.00 am Opening Address: ALGA President

9.20 am Keynote Address: **Martin Matthews**, former Ministry of Transport Chief Executive, New Zealand

10.00 am Government Address: Minister for Infrastructure and Transport, **the Hon Darren Chester MP** (invited)

10.30 am MORNING TEA

11.00 am Partnerships for improved infrastructure

12.15 pm Freight Investment Prospectus launch

12.30 pm LUNCH

1.30 pm Partnerships for improved infrastructure Panel

3.00 pm AFTERNOON TEA

3.30 pm Workshop: How prepared is your council to engage in regional road planning?

5.00 pm Close

6.30-11.00 pm Congress Dinner: Picnic Point

### FRIDAY 11 NOVEMBER

9.30 am Opposition Address: Shadow Minister for Infrastructure, Transport, Cities and Regional Development, **the Hon Anthony Albanese MP** (invited)

10.00 am Emerging Policy Initiatives

11.00 am MORNING TEA

11.30 am Panel Session:  
Road Reform Partners

12.45 pm The Local Government Transport Agenda

1.15 pm President's Close

1.30 pm Close

## KEYNOTE SPEAKER

### Martin Matthews

Martin recently stepped down from his position as Secretary for Transport in New Zealand after nearly eight years in the role. In that capacity he was Chief Executive of the Ministry of Transport and responsible for advice to the government on policy, regulation and investment across all modes of transport.

During his term as Secretary Martin led the Ministry in taking a more strategic long term view about the future of mobility and transport, and the role that technology will play in bringing about a paradigm shift in the coming decades. This leadership was recognised in 2015 when he was inducted as one of only three people in the ITS World Congress Hall of Fame.

Prior to his transport role Martin held leadership positions as Chief Executive of the New Zealand Ministry for Culture and Heritage and as an Assistant Auditor-General. Martin is a qualified accountant and economist and is now working as an independent consultant.



## CALL FOR CASE STUDIES

## Local Government Regional Cooperation on Regional Transport Plans



In the lead-up to the 2016 National Local Roads and Transport Congress to be held in Toowoomba, Queensland, ALGA is calling for high quality examples of regional transport planning that has been undertaken by regional groups of councils.

These case studies will be used by ALGA in advocacy for additional support for councils seeking to unlock the increased productivity of their regional freight routes.

It is expected that these case studies will be published to demonstrate councils' capacity to collaborate, and to play an essential role in regional economic development and national productivity.

### WHY ARE WE DOING THIS?

Meeting the current and future demand of Australia's transport industry is one of the most important challenges facing the nation's economy and transport infrastructure providers.

Freight is expected to double by 2030 and triple by 2050.

All levels of government are working on road reforms to meet this expected demand. The challenge, however, for road managers is to ensure that the nation's road networks are fit-for-purpose and are sustainable.

Local roads are critical to Australia's productivity and the productivity of trucks which are particularly important in the supply chains of industry. Whether it be agricultural product from farm to ports or manufactured food products from factory to retail outlet, every freight journey starts and generally finishes on a local road. Capacity constraints, poorly maintained and even unsafe road conditions restrict truck movements and reduce productivity.

The introduction of the National Law and National Heavy Vehicle Regulator has highlighted challenges of moving trucks efficiently and safely around the country including on local roads. While local government has done an excellent job of working with the Regulator to provide consent to access where they can, more needs to be

done, particularly on key regional freight routes that experience high demand or carry high value product.

At the 2015 National Local Roads and Transport Congress, ALGA launched its Local Government Higher Productivity Plan. This Plan was included in our 2016 Federal Election document - Local Government's Plan for an innovative and Prosperous Australia.

The Plan seeks to unlock local and regional productivity improvements, through investment in strategic regional freight routes and roads that improves access for freight vehicles and connectivity between local roads and preferred state and national freight routes.

The Plan includes a proposal for a Local Government Higher Productivity Investment Plan (Freight Strategy) that seeks an additional \$200 million per annum per year for five years from the Commonwealth Government to assist councils to identify these freight routes. There is a need to undertake the necessary route assessments to ensure that the roads and other assets, such as bridges on these routes, are fit-for-purpose and then help councils up-grade these roads and assets if required.

The fundamental starting point to support this Freight Strategy is the development of high quality Regional Transport Plans.

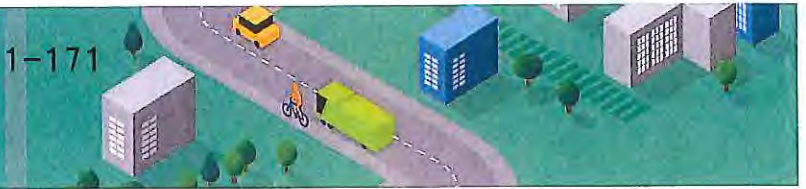
ALGA strongly believes these plans must be developed by councils and preferably regional groups of councils that know their community, their local roads and most importantly, know or can set, regional investment priorities.

Some councils have already completed such work. Others can learn from those that have developed these plans.

ALGA is seeking your support by providing summary details of high quality examples of regional transport planning that has been undertaken by regional groups of councils.

If you think your council or group of councils can help and would like to have your Plan included in ALGA's advocacy resources, contact ALGA on 02 6122 9400.





## REGISTRATION DETAILS

### Congress Registration Fees

REGISTER ONLINE [www.alga.asn.au](http://www.alga.asn.au)



**STANDARD REGISTRATION \$890**

*Payment received on or before Friday 14 October 2016*



**LATE REGISTRATION \$990**

*Payment received after Friday 14 October 2016*

### Congress Registration Includes

- » Attendance at all congress sessions
- » One ticket to the Welcome Drinks, Wednesday
- » One ticket to the Congress Dinner, Thursday
- » Morning tea, lunch and afternoon tea as per the congress program
- » Congress satchel and materials.

### Payment Procedures

Payment can be made by:

- » **CREDIT CARD** MasterCard and Visa
- » **CHEQUE** Made payable to ALGA Roads Congress
- » **ELECTRONIC FUNDS TRANSFER** BANK: Commonwealth  
BRANCH: **Curtin** BSB NO: **062 905** ACCOUNT NO: **1014 6120**  
**NOTE:** If paying via EFT you must quote your transaction reference number on the registration form.

### Cancellation Policy

All alterations or cancellations to your registration must be made in writing and will be acknowledged by post, facsimile or email. Notification should be sent to:

Conference Co-ordinators  
PO Box 4994, Chisholm ACT 2905  
Facsimile (02) 6292 9002  
Email [roadscongress@confco.com.au](mailto:roadscongress@confco.com.au)

An administration charge of \$110.00 will be made to any participant cancelling before Friday 14 October 2016. Cancellations received after Friday 14 October 2016 will be required to pay full registration fees. However, if you are unable to attend, substitutes are welcome at no additional cost.

By submitting your registration you agree to the terms of the cancellation policy.

### Privacy Disclosure

ALGA collects your personal contact information in its role as a peak body for local government. ALGA may disclose your personal contact information to the sponsors of the event for the purposes of commercial business opportunities. If you consent to ALGA using and disclosing your personal contact information in this way, please tick the appropriate box on the registration form.

*Importantly, your name may also be included in the Congress List of Participants. You must tick the appropriate box on the registration form if you wish your name to appear in this list.*

## SOCIAL FUNCTIONS

### Welcome Reception

Wednesday 9 November

Cobb+Co Museum • 5.00 pm – 7.00 pm

\$50 per person for partners and guests  
No charge for full registered delegates

Dress code: Smart casual

The Welcome reception will be held within the Cobb+Co Museum where guests will have access to the main exhibits. The museum now houses over fifty horse-drawn vehicles including sturdy drays and farm wagons, sulkies and buggies. The original Cobb & Co coaches, including the last coach which ran from Yuleba to Surat in 1924, are the pride of the collection.

### Congress Dinner

Thursday 10 November

Picnic Point, Toowoomba • 6.30 pm – 10.30 pm

\$95 per person for partners and guests  
No charge for full registered delegates

Dress code: Smart casual

Toowoomba's heritage-listed Picnic Point Lookout and Parkland is the venue for the conference dinner. Picnic Point is 700 metres above sea level, 160-acres high on the crest of the Great Dividing Range, with panoramic views over Main Range and Lockyer Valley.

Note: Bookings are accepted in order of receipt.

## PARTNER TOURS

### Gardens and Township Tour

Thursday 10 November

\$70 per person

For today's tour we will be spending the morning strolling through some of Toowoomba's beautiful garden spaces followed by lunch.

We will then go to the Regional Art Gallery where we will get to explore the three permanent exhibits.

### Wines and Chocolate Tour

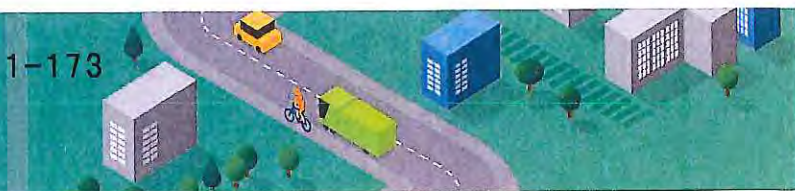
Friday 11 November

\$70 per person

The tour will start at the Bunnyconnellen olive grove and vineyard where we will get to taste olives, tapenades and wines, followed by lunch.

We will then get the opportunity to have a coffee and handmade chocolate at the chocolate cottage. Please note: one standard flat white, short black or cappuccino and one chocolate are included in the tour.





# Toowoomba

## CONGRESS LOCATION AND VENUE



Toowoomba is in the Darling Downs region, located 125km west of Brisbane and is Queensland's largest inland city. Toowoomba is known as the Garden City with more than 150 public parks and gardens. Each year Toowoomba hosts the Carnival of Flowers in September and national championship events for the sports of mountain biking and motocross.

The 2016 National Local Roads and Transport Congress will be held at the heritage listed, Empire Theatre - the largest regional theatre in Australia. Empire Theatre's main stage and auditorium seats over 1500 people.

### Climate

Toowoomba in November is generally sunny and warm, with daily temperatures around 22-27 degrees and evening temperatures around 10-12 degrees.

### Cobb+Co Museum

Cobb+Co Museum was opened in 1987 when the Queensland Museum was looking for space to display its catalogue of horse-drawn vehicles. Cobb+Co Museum is home to the National Carriage Collection, Australia's finest collection of horse-drawn vehicles and Cobb & Co Coaches. The collection of nearly 50 vehicles ranges from farm wagons to the elegant Landau. Cobb+Co Museum also features displays on the natural and cultural history of Toowoomba and the Darling Downs.

### Gardens

As Toowoomba is the Garden City, there are lots of beautiful gardens and parks within walking distance of your room or for a day trip just out of town.

The Japanese Gardens are a 4.5-hectare space showcasing some 230 species of Japanese and Australian Natives, three kilometres of paths and wide open spaces and attractions including a mountain stream and waterfall, azalea hill, dry garden and central lake which features three islands.

Queens Park and Botanic Gardens is located in the heart of Toowoomba City and is one of Toowoomba's premier public parks. Some of the features of the park are the Naval Cannon, Alfred Thomas Memorial, Emma Miller Memorial, Sandstone Entrance Arch and the Fountain.

Crow's Nest Falls is around half an hour from the city, it showcases a 20 Metre drop into a rock fall. Crow's Nest Falls also offers a huge range of eucalypt trees ranging from gums to stringybarks, bloodwoods and ironbarks. The park also has lots of wildlife including swamp wallabies, echidnas, bandicoots, wallabies, birds, and the brush-tailed rock-wallaby.

### Toowoomba Regional Art Gallery

The Toowoomba Regional Art Gallery gallery was established in 1937. It is the oldest public art gallery in regional Queensland and the current facility was opened in March 1994. The Gallery houses three permanent collections: The Lionel Lindsay Gallery and Library; The Fred & Lucy Gould Collection; and the Toowoomba City Collection.



## GENERAL INFORMATION

### Registration Desk

The registration desk will be located in the Empire Theatre and will be open for the duration of the congress, times below:

**Wednesday 9 November**

3.00 pm – 4.30 pm: Empire Theatre

5.00 pm – 7.00 pm: Cobb+Co Museum

**Thursday 10 November**

8.00 am – 5.00 pm: Empire Theatre

**Friday 11 November**

8.00 am – 3.00 pm: Empire Theatre

### Special Requirements

Every effort will be made to ensure all delegate and guests requirements are catered for. If you have any special requirements (eg. catering, mobility or any other assistance) please include a note on your registration form under special requirements or contact the Congress Secretariat.

## CONGRESS ACCOMMODATION

To book your accommodation at the rates listed below complete the appropriate section of the registration form. Bookings are subject to availability and should be made prior to Friday 14 October 2016.

All cancellations or amendments must be made in writing to Conference Co-ordinators and will be acknowledged by email.

Please note your credit card details are required to guarantee your room. Neither Conference Co-ordinators nor the hotel will make any charges against your credit card unless you fail to give 21 days notice in writing of your cancellation. Full payment of your account will be required at the time of your departure.

### Toowoomba Central

**532-544 Ruthven St, Toowoomba City QLD 4350**

The Toowoomba Central is a four and half star rated property that boasts a resort style accommodation with onsite facilities such as outdoor pool and spa, onsite gym and BBQ area. Guests also have access to free underground parking, free wifi and foxtel in each room.

The rooms contain kitchen facilities, individually controlled air-conditioning, balconies and laundry facilities.

**Studio Rooms: \$183 per night**

**One Bedroom Apartments: \$192 per night**

### Burke and Wills Hotel

**554 Ruthven St, Toowoomba City QLD 4350**

A five minute walk from the congress venue, Burke and Wills Hotel is a basic hotel option with all the features you need: individually controlled air-conditioning, broadband and wireless internet, room service, coffee and tea making facilities, full strength hairdryers, iron and ironing board.

Rooms consist of either two single beds or one queen bed.

**Executive: \$142 per night**

**Executive Twin: \$175 per night (2 singles)**



## TRANSPORT

### Laguna Serviced Apartments

189 Hume St, Toowoomba City QLD 4350

The Laguna Apartments offer modern apartment style accommodation is less than a ten minute walk to the Empire Theatre. The property features an onsite cafe secure parking and internet access (additional fee).

Each apartment is spacious and all offer: laundry facilities, fully equipped kitchens, air conditioning and private balconies.

**Two Bedroom Apartments:** \$280 per night (queen beds in each room)

### Quest Toowoomba

133 Margaret St, Toowoomba City QLD 4350

The Quest Toowoomba is a five minute walk from the Congress venue and has stylish studios and apartments. The property facilities include onsite gym, breakfast options, undercover parking and wheelchair access. The property is located near local restaurants with some offering local restaurant chargeback facilities, a pantry shopping service is available where the groceries are bought to your apartment.

All rooms feature air conditioning, free wifi and fully equipped kitchen facilities. Some rooms also offer balconies and laundry facilities (on request only).

Reception Hours:

Monday-Friday: 7.00 am-10.00 pm

Saturday-Sunday: 8.00 am-10.00 pm

**Studio Apartments:** \$229 per night Single/Twin/Double

**One Bedroom Apartments:** \$269 per night Single/Twin/Double

**Two Bedroom Apartments:** \$339 per night

### Coach Transfers

#### WELCOME RECEPTION: COBB+CO MUSEUM

Wednesday 9 November

Coaches will collect delegates from all congress hotels at approximately 4.45 pm. The return coaches will depart at 7.00 pm.

#### CONGRESS DINNER: PICNIC POINT

Thursday 10 November

Coaches will collect delegates from all congress hotels at approximately 6.45 pm. A return shuttle service will commence at 10.15 pm.

#### EMPIRE THEATRE TO BRISBANE AIRPORT

Friday 11 November

Coaches will collect delegates from the Empire Theatre and transfer to Brisbane airport at 1.45 pm.

### Car Parking

Parking, including wheelchair accessible parking, is available on Nell Street. There is also parking available on the corner of Julia and Hume Streets.

Parking after 5.00 pm Monday to Friday, after 11.30 am on Saturday and all day Sunday is free of charge.





# REGISTRATION FORM

NATIONAL LOCAL ROADS AND TRANSPORT CONGRESS 2016  
 Tax Invoice: ABN 31 008 613 876

REGISTER ONLINE  
[www.alga.asn.au](http://www.alga.asn.au)

Multiple delegates » photocopy form  
 Register online, download PDF or return this form to:  
 Conference Co-ordinators, PO Box 4994 Chisholm ACT 2905  
 Phone (02) 6292 9000 Fax (02) 6292 9002  
 Email roadscongress@confco.com.au  
 By submitting your registration you agree to the terms and conditions of the cancellation policy

## PERSONAL DETAILS

TITLE \_\_\_\_\_ NAME \_\_\_\_\_ SURNAME \_\_\_\_\_  
(Ct/Ald/Mayor/Other)

POSITION \_\_\_\_\_

COUNCIL/ORGANISATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

SUBURB \_\_\_\_\_ STATE \_\_\_\_\_ POSTCODE \_\_\_\_\_

PHONE \_\_\_\_\_ MOBILE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

NAME FOR BADGE \_\_\_\_\_

TYPE OF COUNCIL  METRO  REGIONAL  RURAL  OTHER \_\_\_\_\_

PRIVACY DISCLOSURE  I DO consent to my name appearing in the 2016 Roads Congress List of Participants booklet (name, organisation and state only disclosed) as outlined in the privacy disclosure on page 6.

I DO consent to ALGA disclosing my personal contact information as outlined in the privacy disclosure on page 6.

## REGISTRATION FEES

### CONGRESS REGISTRATION FEES

STANDARD REGISTRATION FEES (payment received on or before 14 October 2016) . . . . .  \$890.00

LATE REGISTRATION FEES (payment received after 14 October 2016) . . . . .  \$990.00

### ACCOMPANYING PARTNERS REGISTRATION

ACCOMPANYING PARTNER NAME FOR LAPEL BADGE \_\_\_\_\_

## SOCIAL FUNCTIONS INCLUDED IN FEES

One ticket to each of the following functions is included in the full Congress registration and/or accompanying partners registration fee. Please confirm if you will be attending by placing a tick in the appropriate boxes. To purchase additional tickets to any of the following functions please indicate the number required and complete the total amount payable.

**WELCOME RECEPTION (WEDNESDAY 9 NOVEMBER 2016)**

I/we will attend:  Delegate Number of additional tickets  @ \$50.00 each . . . . . Total \$

**CONGRESS DINNER (THURSDAY 10 NOVEMBER 2016)**

I/we will attend:  Delegate Number of additional tickets  @ \$95.00 each . . . . . Total \$

## PARTNER TOURS

**GARDENS AND TOWNSHIP TOUR (THURSDAY 10 NOVEMBER 2016)**

I will attend:  Partner Number of additional tickets  @ \$70.00 each. . . . . Total \$

**WINES AND CHOCOLATE TOUR (FRIDAY 11 NOVEMBER 2016)**

I will attend:  Partner Number of additional tickets  @ \$70.00 each. . . . . Total \$



## REGISTRATION FORM

NATIONAL LOCAL ROADS AND TRANSPORT CONGRESS 2016

Tax Invoice: ABN 31 008 613 876

### TRANSFERS

Coaches will depart the Empire Theatre at 1.45 pm, Friday 11 November.

I require coach transfers to the Brisbane Airport at the conclusion of the event please

### SPECIAL REQUIREMENTS

(E.G. DIETARY)

### REGISTRATION AND SOCIAL FUNCTION PAYMENT DETAILS

Enclosed is my cheque made payable to 'ALGA Roads Congress'

I'm faxing my requirements, payment follows by mail

I have paid via an Electronic Funds Transfer to the 'ALGA Roads Congress' account TRANSACTION REFERENCE NUMBER

**ALGA ACCOUNT** BANK: Commonwealth BRANCH: Curtin BSB NO: 062905 ACCOUNT NO: 10146120 NAME: ALGA Roads Congress

Please charge my Credit Card:  Mastercard  Visa

CREDIT CARD NUMBER                 Grand total \$

CARD HOLDER'S NAME

SIGNATURE

EXPIRY DATE   /

IS THIS A CORPORATE CARD?  YES  NO

### ACCOMMODATION DETAILS

PLEASE indicate your preference from 1 to 5

#### TOOWOOMBA CENTRAL

STUDIO ROOM \$183  SINGLE  DOUBLE  
1 BEDROOM APARTMENT \$192  SINGLE  DOUBLE

#### BURKE AND WILLS HOTEL

EXECUTIVE \$142  QUEEN  
EXECUTIVE TWIN \$175  TWIN

#### LAGUNA SERVICED APARTMENTS

2 BEDROOM APARTMENT \$280

#### QUEST TOOWOOMBA

STUDIO APARTMENT \$229  SINGLE  TWIN  DOUBLE  
1 BEDROOM APARTMENT \$269  SINGLE  TWIN  DOUBLE  
2 BEDROOM APARTMENT \$339

### ACCOMMODATION GUARANTEE

Please note your credit card details are required to guarantee your room. Neither Conference Co-ordinators nor the hotel will make any charges against your credit card unless you fail to give a minimum of twenty-one (21) days notice in writing of your cancellation. All cancellations will be acknowledged in writing by Conference Co-ordinators. Full payment of your account will be required at the time of your departure. The rates quoted are per room per night.

DATE OF ARRIVAL

DATE OF DEPARTURE

SHARING WITH

ESTIMATED TIME OF ARRIVAL

I understand my credit card details are given as a guarantee of my arrival and to ensure my room will be held until my nominated arrival time. No charge for accommodation will be made against this card unless I fail to give a minimum of twenty-one (21) days notice of cancellation in writing to Conference Co-ordinators.

Please use the credit card details provided below to guarantee my accommodation booking.

Mastercard  Visa  Amex

CREDIT CARD NUMBER

CARD HOLDER'S NAME

SIGNATURE

EXPIRY DATE   /   IS THIS A CORPORATE CARD?  YES  NO

### RETURN FORM TO:

Conference Co-ordinators  
PO Box 4994 Chisholm ACT 2905  
Email roadscongress@confco.com.au  
Fax (02) 6292 9002

Meeting held to discuss Launceston Gateway Precinct Master Plan (Launceston Airport and TRANSLink Precinct) at the Northern Midlands Council Chambers, 13 Smith Street, Longford on Thursday, 1 September 2016, commencing at 10:30am.

## 1. Attendance

### a) Present

Kevin Turner – Community and Strategic Development, Regional Development Australia, Tasmania  
 Damien White – Chief Executive Officer, TasRail  
 Michelle Riley – Senior Project Manager, Advance Manufacturing & Northern Engagement Client Services, Department of State Growth  
 Ilya Brucksch-Domanski – Planning & Development Manager, Launceston Airport  
 Maree Tetlow – executive Officer, Northern Tasmania Development  
 Denise McIntyre – Manager Network Planning, State Roads, Department of State Growth (via phone)  
 Des Jennings – General Manager, Northern Midlands Council  
 Melissa Cunningham – Planning Officer, Northern Midlands Council  
 Gail Eacher – Executive Assistant, Northern Midlands Council

### b) Apologies

Hans Van Pelt - Director Aviation Access and Development, Tourism Tasmania  
 John Rowlings – Project Manager, Coordinator General's Office, Department of State Growth  
 Paul Weedon – Chief Executive Officer, TasPorts  
 Catherine Murdoch – Manager, Environment, Tasmanian Irrigation  
 Robert Dobrzynski – General Manager, Launceston City Council  
 John Perry – Coordinator General, Department of State Growth  
 Allan Garcia – Chief Executive Officer, Infrastructure Tasmania, Department of State Growth  
 Greg House – Project Manager, Advance Manufacturing & Northern Engagement Client Services, Department of State Growth  
 Tony McCall – Senior Adviser to Minister Peter Gutwein  
 Steven Dietrich – TasRail  
 Aletta MacDonald – Manager Special Projects, Access and Aviation, Tourism Tasmania  
 Ben Marquis – Project Manager, Advance Manufacturing & Northern Engagement Client Services, Department of State Growth  
 Craig Perkins – Chief Executive Officer, Regional Development Australia, Tasmania  
 James McKee – Director, Northern Cities Major Development Initiative  
 Amanda Bond – Governance & Community Development Officer, Northern Midlands Council  
 Paul Godier – Senior Planner, Northern Midlands Council

## 2. Launceston Gateway Freight Demand Study

### a) Present summary of report and discuss

#### SUMMARY AND CONCLUSIONS

1. The freight task in Tasmania can be segmented into bulk unprocessed and processed commodities, and non-bulk processed goods, dominated by food and beverages. Presently growth in the bulk sector is minimal, however the non-bulk freight growth has been 3-6% over the last few years.
2. The Gateway Precinct development is located at the nexus of the key road and rail corridors linking the container ports to Launceston and Hobart.
  - a. Launceston itself is a key distribution hub for food and consumer goods, and in particular, the Statewide Independent Wholesalers (Woolworths) and SRT warehouses are already located at the Gateway Precinct.

- b. The Gateway Precinct development provides an opportunity to relocate large scale logistics and processing operations into a greenfield location away from more sensitive residential and commercial areas nearer to Launceston CBD.
  - c. The actual freight task captured by the Gateway Precinct will obviously depend on the composition, characteristics and scale of any future tenants. The site is well suited for the location and development of large scale "big box" warehousing for wholesalers and retailers, as well as "clean" processors.
3. Segmentation and analysis of the freight sector indicates that the portion of the freight task "contestable" in proximity to the Gateway Precinct is around 1.9 Mtpa, with approx. 0.6 Mtpa of freight already handled into/from the Gateway Precinct site. Growth in contestable demand could exceed 4 Mtpa by 2045.
- a. Growth over the next 5 years is expected to be modest in volume terms.
  - b. Scenario-based modelling of the future freight tasks suggests that the Gateway Precinct could conceivably capture between 0.9 and 1.3 Mtpa (including its existing freight of 0.6 Mtpa) by 2025.
4. The non-bulk freight market in Tasmania is dominated by three large integrated logistics players (Toll, SeaRoad and SRT) and a large number of smaller players offering simple transport services.
- a. There was a clear reluctance by the logistics players to participate in this study
  - b. Toll, SeaRoad and SRT exhibit a high degree of competitive tension and are unlikely to collaborate
  - c. The Gateway Precinct (like the Brighton development near Hobart) needs to attract a large logistics player early on to establish a substantial volume base as an intermodal hub
5. Government policies have identified the opportunity and need to develop Tasmania's unique agricultural sector, with a view to supplying increased volumes of valued added produce to mainland Australia and Asia.
- a. While ambitious plans exist and are articulated, action plans and growth are embryonic
  - b. Recent investments in and around the Midlands area demonstrate what is possible
  - c. Investment and export promotion for agricultural production and processing in Tasmania has intensified since the role of the Coordinator General was created. The future investments and related increase in production will create opportunities for the Gateway Precinct
  - d. Use tables for the seven areas of TRANSLink do currently not identify agricultural processing activities as a primary (i.e. permitted) use. Processing is permissible as a discretionary use in some areas.
6. There is potential for intermodal development, complemented with expanded air freight logistics, under certain conditions.
- a. The Gateway Precinct, including an integrated Launceston airport, is well suited to provide a sophisticated logistics platform.
  - b. There is potential for an intermodal terminal to be developed within the Gateway Precinct: however rail and terminal operations require a rapid build-up of volume to be commercially viable in the short to medium term. Depending on service and price, the terminal may measure between 6 and 10 hectares and be located near to the rail corridor at the southern end of the Gateway Precinct.
  - c. Air freight services could potentially expand to around 40,000 tonnes pa. There is a need to develop end markets and verify the market preparedness to meet the higher costs for more rapid air-freight supply in lieu of sea freight cargoes.
7. A viable rail freight market exists between Hobart and Devonport/Burnie with TasRail providing services through the Brighton intermodal terminal near Hobart. A similar terminal could be developed at the Gateway Precinct over the medium to long term, provided the right balance of volume, revenue and cost is achieved.
- a. The comparative advantage achieved by rail transport relative to road transport to/from Hobart is due to the longer pathway distances to/from port.
  - b. This advantage will be comparatively weaker for movements to Launceston, as the distance to port is considerably reduced.
  - c. There is a need for a more comprehensive review of current and potential transport costs between each of the modes, before any firm commitment can be made for an intermodal terminal at the Gateway Precinct.

8. The Gateway Precinct has the potential to accommodate an additional 750 (low, scenario 1) to 1,500 (high, scenario 3) jobs depending on the ability to invest in intermodal infrastructure, to attract a major freight operator and a significant rural processing plant.
9. Investing in the Gateway Precinct (compared to Scenario 1 – Business as Usual, no further investment) is projected to generate a value-add of \$50 million (scenario 2) to \$85 million (scenario 3) per annum (by year 30), and generate 538 to 840 additional jobs (by year 30).
10. Current road infrastructure is able to accommodate substantial growth in freight movement. In the longer term, depending on the increase in freight demand, some infrastructure upgrades, primarily in regard to road duplication and the roundabout may be required.

Contestable freight demand and growth exists within the catchment area of the Gateway Precinct development. However, the Gateway Precinct development needs to secure a large scale processor (e.g. Simplot) and another major logistics player (e.g. Toil or SeaRoad).

Autonomous marginal growth in the freight demand is not going to deliver the impetus needed to “kick start” the next tranche of development, leading to the need for investment in a comprehensive site Master Plan.

Aspirational growth in the agriculture sector is yet to deliver immediate outcomes that can be solely relied on to underpin the investment in the Master Plan. In addition, growth in consumer goods and food and beverages will continue - however the Gateway Precinct already captures a sizable proportion of this volume with existing tenants (e.g. Statewide). Future marginal growth is modest in volume terms.

There is a need to develop and articulate the Gateway Precinct concept more fully, with stronger references to the freight network nodes and corridors. Specific reference to the rail/intermodal terminal and airfreight capabilities should be made. A more extensive Concept Plan will act as a Stage 1 to the Site Master Plan.

Areas within the Gateway Precinct should be quarantined for the intermodal terminal (in the area of 6 to 10 ha) and air-freight precincts, with optimal size, orientation, access and linkages. It is impossible to retrofit these facilities “after the event”.

#### b) Review Recommendations:

The following is recommended:

- **Complete Concept Plan as Stage 1** for a Master Plan. This plan would need to identify the need for quarantining of land for a future intermodal hub, and preferred locations and planning use tables for rural processing (including required supporting infrastructure).
- Use the Concept Plan (underpinned by an attraction strategy and possible incentives) to **attract large existing businesses** to the Gateway Precinct (including processors and logistics firms).
- **Ensure the Special Area Plan Overlay provides for appropriate opportunities** for the development of intended uses (export, transport, logistics and processing).
- Liaise with Coordinator General and other trade promoting State services to **advocate for the Gateway precinct as a central hub for export, transport, logistics and rural processing** to drive the State’s objectives in regards to growing the agricultural sector and its exports.
- Develop a strategy for **attracting a major freight forwarder** to the Gateway Precinct.
- **Formally quarantine land** for future intermodal terminal and air freight precincts.
- **Review** immediate progress and potentially revisit need for Master Plan in 2018-2020.

Seek consensus on agreed actions.

#### Comments as follows:

- *Consultant unable to access up to date information, therefore report reflects outdated information*
- *Updated info accessed, however, some info re freight demand outdated*
- *Query the use of ‘contestable’ in no. 3 in Summary and Conclusions, does this relate to road v rail or other*
- *In relation to 6b rail and terminal operations – able to commence on a small scale, no need for an expensive terminal*

- *What is the catalyst? Number of customers have indicated interest*
- *Approximately 12 months to get it up and running*
- *2 existing sites with rail facilities, no spurs, low cost to mobilise*
- *Can then understand demand*
- *If assessed as viable 5 to 10+ years away*
- *Better to identify locations, incl terminal, preferably to the south, sooner than later*
- *Bordering on residential area of Devon Hills may not be desirable to residents*
- *Report – suggestion concept plan for Stage 1*
- *Master Plan is conceptual need to look at what is possible toward the south*
- *Approach logistics firms - need to identify opportunities*
- *Focussed at looking at Master Planning the whole area now, rather than in 5 years time*
- *Timing – report to Council following this meeting, to include recommendations on how to move forward*
- *Funding set aside for consultancy, would seek external funding contributions*
- *DSG undertaking Freight Study, confidential report due end October, aggregated information may be available*
- *Prime Road / Rail Corridor – Burnie to Hobart (including Launceston)*
- *Rail spurs - not in short term*
- *Funding opportunities – Building Better Regions Fund*
- *RDA funding available most years (no set time for announcement)*
- *Australian Government funding – plans need to be in place*
- *Need to have everything available for funding opportunities as they arise, however, probably wouldn't be ready within next 12 months*
- *Indications from logistics firms – very competitive and therefore not keen to share information*
- *Large firms have not indicated willingness to move (TOLL)*
- *Took major effort in Hobart to move TOLL to Brighton hub (dollars and energy)*
- *TOLL currently located near Brewery, major customer*
- *Noted large number of containers in and out – not Brewery related*
- *Talk to Sea Road and De Bruyns Transport at Mowbray*
- *The Greater Launceston Plan identified possible relocation – discuss with Robert Dobrzynski*
- *NMC has not had a great deal of discussion with other councils, councils keen to be kept informed*
- *From State perspective funding for study would perhaps need support of other councils*
- *Timing – utilise the impetus of the University relocation project*
- *Tasrail happy to start with something small, recognise future potential*
- *Conceptual master plan for area*
- *NMC Draft Rail Spur Briefing Paper prepared*
- *Medium to long term project*

- *Need to take into consideration tourism as well as freight movement from airport and manage both side by side*
- *Main rail intersection located at Western Junction*
- *Corridor study undertaken*
- *Starting point old TRANSlink plan – building on that*
- *TasWater – issue identified with trade waste, limited capacity to deal with volumes*
- *Support for Master Plan and Brief*
- *Hobart/Burnie corridor for freight, prime corridor study, outcomes established – ensure take into consideration*
- *Consider future transport, taking into consideration pricing, etc.*
- *Brief to reflect short-term establishment of rail facilities*
- *Understand short-term demand*
- *Not only road and rail, other impacts i.e. water, sewerage, noise, air, etc.*
- *Ascertain cost*
- *Contact Sea Road*
- *Timing of Tasmanian Planning Scheme – impact?*
- *Council would consider an amendment to the Planning Scheme, would need to have research done prior to proceeding with application for amendment*
- *Rail spur – need to identify corridor and plan*
- *Victorian report requires new hubs to have commitment and trigger – report is titled ‘Victorian Government Department of State Development, Business and Innovation; Evaluation of regional rail and intermodal projects under Regional Development Victoria’s Infrastructure; November 2013’*
- *NMC prepared briefing statements (draft) re rail spur and gas reticulation – to be circulated for comment*
- *Discuss with Director of Major Projects at Launceston City Council*

**Recommendation, agreed by consensus:**

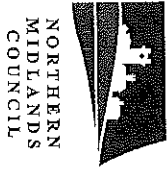
1. *That the committee support the preparation of the Launceston Gateway Precinct Master Plan.*
2. *That a brief be prepared and circulated for comment.*

The meeting closed at 11.06am.



## Northern Midlands Council Account Management Report Income & Expenditure Summary for the Period Ended 31 August 2016 (17% of Year Completed)

Line Item Summary Totals	Operating Statement		Corporate Services		Economic & Community Dev		Planning & Development		Works		Total Operating Statement	
	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Wages	302,906	55,575	555,986	96,514	436,558	67,619	565,946	93,820	1,575,312	283,050	3,446,708.00	596,578.00
Material & Services Expenditure	403,180	112,879	375,289	109,328	176,831	31,576	555,890	57,468	3,042,779	430,908	4,553,969.00	742,159.00
Depreciation Expenditure	44,940	7,440	31,600	5,200	60,622	10,022	13,770	2,270	5,176,302	892,802	5,327,234.00	887,534.00
Government Levies & Charges	7,500	0	612,093	3,754	5,570	0	0	0	60,256	0	685,419.00	3,754.00
Councillors Expenditure	190,097	13,075	0	0	0	0	0	0	0	0	190,097.00	13,075.00
Other Expenditure	485,879	52,920	414,649	418,862	190,975	1,000	23,500	172	122,036	22,180	1,237,039.00	495,134.00
Oncost	133,278	24,390	246,004	42,444	59,874	8,122	233,345	37,256	591,921	113,611	1,266,422.00	225,823.00
Internal Plant Hire/Rental	19,650	1,992	20,150	2,094	6,230	1,333	72,920	5,854	843,008	191,599	961,568.00	202,872.00
Internal Rental/Rates	310	0	600	0	0	0	0	0	6,290	5,082	7,200.00	0.00
Other Internal Transfers Expenditure	0	340	6,342,463	1,046,163	18,000	2,000	0	0	27,050	5,082	6,387,513.00	1,053,565.00
Oncosts Paid - Payroll	67,980	4,215	121,845	13,894	76,628	60,700	119,571	114,538	315,865	164,603	701,889.00	357,950.00
Oncost Paid - Non Payroll	96,398	16,925	159,109	28,417	129,147	27,020	164,292	33,172	468,295	86,728	1,017,241.00	194,282.00
Plant Expenditure Paid	11,360	3,237	5,010	2,468	15,510	4,158	21,100	3,827	444,515	87,142	497,485.00	100,832.00
	1,763,478	292,988	8,896,798	1,769,138	1,175,945	213,550	1,770,334	348,377	12,673,629	2,249,505	26,290,164	4,873,558
Rate Revenue	0	0	(9,072,348)	(8,874,906)	0	0	(23,256)	(23,256)	(702,941)	(718,927)	(9,796,545.00)	(9,617,089.00)
Recruitment Grant Revenue	(1,600)	0	(1,560,981)	(380,156)	(255,220)	(62,663)	0	0	(2,272,594)	3,664	(4,080,395.00)	(439,155.00)
Fees and Charges Revenue	0	(76)	(205,736)	(23,156)	(342,536)	(51,864)	(754,717)	(121,821)	(428,862)	(137,055)	(1,731,851.00)	(339,965.00)
Interest Revenue	(330,000)	53,578	(105,842)	(13,217)	0	0	0	0	0	0	(435,842.00)	40,361.00
Reimbursements Revenue	(2,600)	(519)	(391,748)	(231)	(8,019)	(915)	(34,400)	(8,025)	(12,100)	(209)	(96,867.00)	(9,899.00)
Oncost Recoveries - Internal Tfer	(133,278)	(23,962)	(247,062)	(42,205)	(57,410)	(6,382)	(232,476)	(36,935)	(807,198)	(122,162)	(1,477,424.00)	(231,646.00)
Plant Hire Income - Internal Tfer	(17,830)	(1,140)	(15,310)	(1,812)	(9,000)	(210)	(61,940)	(3,317)	(1,138,889)	(205,386)	(1,242,969.00)	(211,865.00)
Other Internal Transfers Income	(50,770)	(8,770)	(463,351)	87,229	(506,794)	(83,794)	(694,474)	(105,932)	(5,072,124)	(846,034)	(6,787,513.00)	(967,301.00)
Other Revenue	(708,034)	(30,671)	(41,761)	1,065	0	0	(2,100)	(64)	(48,426)	(407)	(763,321.00)	(32,207.00)
	(1,244,112)	(11,560)	(11,705,139)	(9,249,522)	(1,178,979)	(205,818)	(1,803,363)	(299,350)	(10,483,134)	(2,026,516)	(26,414,727)	(11,792,766)
Underlying (Surplus) / Deficit Before	519,366	281,428	(2,808,341)	(7,480,384)	(3,034)	7,732	(33,029)	49,027	2,190,495	222,989	(134,543)	(6,919,206)
Gain on sale of Fixed Assets	0	0	0	0	0	0	0	0	0	0	0	0
Loss on Sale of Fixed Assets	0	0	0	0	0	0	0	0	300,000	0	300,000	0
Net Loss On Disposal of Fixed Assets	0	0	0	0	0	0	0	0	300,000	0	300,000	0
Underlying (Surplus) / Deficit	519,366	281,428	(2,808,341)	(7,480,384)	(3,034)	7,732	(33,029)	49,027	2,490,495	222,989	165,457	(6,919,206)
Capital Grant Revenue	0	0	0	0	0	(246)	0	0	(2,267,676)	(305,355)	(2,267,676)	(305,601)
Subdivider Contributions	0	0	0	0	0	0	0	0	(430,000)	0	(430,000)	0
	0	0	0	0	0	(246)	0	0	(2,697,676)	(305,355)	(2,697,676)	(305,601)
Operating (Surplus) / Deficit	519,366	281,428	(2,808,341)	(7,480,384)	(3,034)	7,486	(33,029)	49,027	(207,181)	(82,366)	(2,532,219)	(7,224,809)

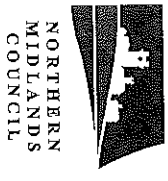


# Northern Midlands Council Account Management Report for year to August 2016

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Capital Expenditure - Governance</b>					
<b>Fleet, Plant &amp; Equipment</b>					
704420 S.E.S. Equipment Purchase	\$0	\$0	\$239	-\$239	0%
780004 Gov - Council Chambers Table and Chairs	\$25,000	\$4,200	\$1,375	\$23,625	6%
780006 Gov - Office Equipment Purchases	\$2,000	\$300	\$0	\$2,000	0%
<b>Total Fleet, Plant &amp; Equipment</b>	<b>\$27,000</b>	<b>\$4,500</b>	<b>\$1,614</b>	<b>\$25,386</b>	<b>6%</b>
<b>Land &amp; Buildings</b>					
707987 Lfd - CBD Strategy Parklets	\$102,000	\$17,000	\$0	\$102,000	0%
<b>Total Land &amp; Buildings</b>	<b>\$102,000</b>	<b>\$17,000</b>	<b>\$0</b>	<b>\$102,000</b>	<b>0%</b>
<b>Total Capital Expenditure - Governance</b>	<b>\$129,000</b>	<b>\$21,500</b>	<b>\$1,614</b>	<b>\$127,386</b>	<b>1%</b>
<b>Grand Total</b>	<b>\$129,000</b>	<b>\$21,500</b>	<b>\$1,614</b>	<b>\$127,386</b>	<b>1%</b>

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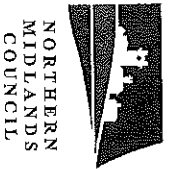




**Northern Midlands Council**  
**Account Management Report**  
 for year to August 2016

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Capital Expenditure - Corporate Services</b>					
<b>Equipment &amp; Buildings - Corporate Services</b>					
700034 Fleet - F34 Corporate Services Manager	\$18,000	\$3,000	\$0	\$18,000	0%
707984 Ltd - Council Chambers Roof Replacement	\$80,000	\$13,300	\$0	\$80,000	0%
715300 Corp - Computer System Upgrade	\$128,750	\$21,460	\$0	\$128,750	0%
715310 Corp - Purchase Office Equipment	\$2,000	\$300	\$543	\$1,457	27%
720113 Corp - Office / Council Chambers Improvements	\$75,000	\$12,500	\$59,013	\$15,987	79%
<b>Total Equipment &amp; Buildings - Corporate Services</b>	<b>\$303,750</b>	<b>\$50,560</b>	<b>\$59,555</b>	<b>\$244,195</b>	<b>20%</b>
<b>Total Capital Expenditure - Corporate Services</b>	<b>\$303,750</b>	<b>\$50,560</b>	<b>\$59,555</b>	<b>\$244,195</b>	<b>20%</b>
<b>Grand Total</b>	<b>\$303,750</b>	<b>\$50,560</b>	<b>\$59,555</b>	<b>\$244,195</b>	<b>20%</b>

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# Northern Midlands Council Account Management Report for year to August 2016

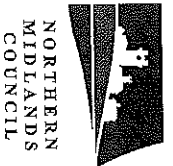
	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Capital Expenditure - Economic &amp; Community Develop</b>					
<b>Equipment &amp; Buildings</b>					
750202 Ec & Comm Dev - Sports Centre Equipment Purchases / Improvements	\$20,000	\$3,300	\$0	\$20,000	0%
780025 Ec & Comm Dev - Purchase of Office Equipment	\$2,000	\$300	\$0	\$2,000	0%
<b>Total Equipment &amp; Buildings</b>	<b>\$22,000</b>	<b>\$3,600</b>	<b>\$0</b>	<b>\$22,000</b>	<b>0%</b>
<b>Fleet</b>					
700002 Fleet - F2 Pool Vehicle	\$15,000	\$2,500	\$11,420	\$3,580	76%
700010 Fleet - F10 Economic & Community Development Manager	\$0	\$0	-\$12,500	\$12,500	0%
<b>Total Fleet</b>	<b>\$15,000</b>	<b>\$2,500</b>	<b>-\$1,080</b>	<b>\$16,080</b>	<b>-7%</b>
<b>Child Care</b>					
707968 Pth - Community Centre/Child Care Air Conditioning	\$6,000	\$1,000	\$0	\$6,000	0%
<b>Total Child Care</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$6,000</b>	<b>0%</b>
<b>Total Capital Expenditure - Economic &amp; Community</b>	<b>\$43,000</b>	<b>\$7,100</b>	<b>-\$1,080</b>	<b>\$44,080</b>	<b>-3%</b>
<b>Grand Total</b>	<b>\$43,000</b>	<b>\$7,100</b>	<b>-\$1,080</b>	<b>\$44,080</b>	<b>-3%</b>



**Northern Midlands Council**  
**Account Management Report**  
 for year to August 2016

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Capital Expenditure - Planning &amp; Development</b>					
<b>Fleet, Plant &amp; Equipment</b>					
700003 Fleet - F3 Planning Manager	\$15,000	\$2,500	\$14,784	\$216	99%
700004 Fleet - F4 Health/Planning Inspector	\$15,000	\$2,500	\$0	\$15,000	0%
715330 Plan & Dev - Purchase of Office Equipment	\$44,000	\$7,300	\$0	\$44,000	0%
<b>Total Fleet, Plant &amp; Equipment</b>	<b>\$74,000</b>	<b>\$12,300</b>	<b>\$14,784</b>	<b>\$59,216</b>	<b>20%</b>
<b>Total Capital Expenditure - Planning &amp; Development</b>					
<b>Grand Total</b>	<b>\$74,000</b>	<b>\$12,300</b>	<b>\$14,784</b>	<b>\$59,216</b>	<b>20%</b>

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NORTHERN  
MIDLANDS  
COUNCIL

# Northern Midlands Council Account Management Report for year to August 2016

## Capital Expenditure - Works Department

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Fleet, Plant &amp; Depot</b>					
700012 Fleet - F12 Light Truck Litter Collection North	\$30,000	\$5,000	\$0	\$30,000	0%
700025 Fleet - F25 Utility Vehicle	\$13,500	\$2,250	-\$13,478	\$26,978	-100%
700031 Fleet - F31 Utility	\$20,000	\$3,300	\$0	\$20,000	0%
700032 Fleet - F32 Truck	\$84,000	\$14,000	\$0	\$84,000	0%
700040 Fleet - F40 Flocon	\$205,000	\$34,200	\$0	\$205,000	0%
700051 Fleet - F51 Backhoe	\$95,000	\$15,800	\$0	\$95,000	0%
700060 Fleet - F60 Mobile Arrow Board	\$0	\$0	\$3,627	-\$3,627	0%
700064 Fleet - F64 Tractor	\$20,000	\$3,300	\$0	\$20,000	0%
700180 Fleet - Depot Pool Utility Vehicle	\$20,000	\$3,300	\$0	\$20,000	0%
715320 Works - Purchase Small Plant	\$15,000	\$2,500	\$0	\$15,000	0%
715337 Works - CCTV Installation	\$21,500	\$3,580	\$16,839	\$4,661	78%
720200 Works - Longford Depot Improvements	\$11,500	\$1,900	\$1,125	\$10,375	10%
720201 Works - Clown Depot Improvements	\$0	\$0	\$215	-\$215	0%
720205 Lfd - Archive Storage at Works Depot	\$0	\$0	\$215	-\$215	0%
<b>Total Fleet, Plant &amp; Depot</b>	<b>\$535,500</b>	<b>\$89,130</b>	<b>\$8,329</b>	<b>\$527,171</b>	<b>2%</b>

## Recreation

707752 Lfd - Sports Centre Landscaping	\$20,000	\$3,300	\$0	\$20,000	0%
707774 Evan - Lamp Posts Main Street	\$25,000	\$4,200	\$14,253	\$10,747	57%
707789 Lfd - Victoria Square to Mill Dam Project	\$50,000	\$8,300	\$0	\$50,000	0%
707800 Rec - Special Committee Asset Purchases	\$10,000	\$0	\$0	\$0	0%
707801 Rec - Private Power Poles All Areas	\$80,000	\$1,700	\$5,235	\$74,765	7%
707814 Rec - Street Tree Program All Areas	\$5,240	\$870	\$0	\$5,240	0%
707827 Lfd - MMC Marquee	\$30,000	\$5,000	\$383	\$29,617	1%
707855 All Areas - Town Entrance Landscaping/Beautification	\$4,000	\$700	\$0	\$4,000	0%
707883 Evan - Morvern Park Dump Point Landscaping	\$35,000	\$5,800	\$586	\$34,414	2%
707899 Various - Signage Projects	\$30,000	\$5,000	\$0	\$30,000	0%
707913 Cry - Recreation Ground Sewer Dump Point	\$30,000	\$5,000	\$0	\$30,000	0%
707923 Cry - Recreation Ground Building Improvements	\$30,000	\$5,000	\$0	\$30,000	0%
707924 Cry - Pool Roller Cover and Signage	\$14,000	\$2,300	\$0	\$14,000	0%
707940 Rec - Longford Victoria Square Destination Play Space	\$253,000	\$42,200	\$818	\$252,182	0%
707965 Lake Leake - Caretakers House and Amenities Upgrade	\$8,000	\$1,300	\$0	\$8,000	0%
707967 Pth - Train Park Painting of Train	\$10,000	\$1,700	\$0	\$10,000	0%
707971 Ross - Town Square Building Removal	\$10,000	\$1,700	\$0	\$10,000	0%
707977 Evan - Falls Park Entrance & Gates	\$40,000	\$6,700	\$706	\$39,294	2%
707978 Evan - Morvern Park Oval Top Dressing	\$15,000	\$2,500	\$0	\$15,000	0%
707979 Lfd - Rec Ground Improvements to Road Irrigation Seats	\$20,000	\$3,300	\$0	\$20,000	0%
707980 Lfd - Cemetery Improvements to Road Irrigation Seats	\$15,000	\$2,500	\$0	\$15,000	0%
707981 Lfd - Union St Dog Exercise Area	\$5,000	\$800	\$0	\$5,000	0%
707982 Longford - Victoria Square Christmas Tree Lighting	\$30,000	\$5,000	\$0	\$30,000	0%
707983 Lfd - Victoria Square Cenotaph Lighting	\$20,000	\$3,300	\$0	\$20,000	0%
707984 Lfd - Playground Shelter Lewis St	\$15,000	\$2,500	\$140	\$14,860	1%
707985 All Areas - Playground Softfall Replacement Program	\$50,000	\$8,300	\$0	\$50,000	0%
707986 Pth - Playground Shelter Secombe St	\$15,000	\$2,500	\$0	\$15,000	0%



# Northern Midlands Council Account Management Report for year to August 2016

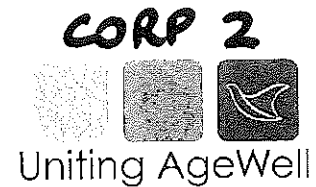
	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
707990	Lfd - Northern Midlands Sports Centre Redevelopment	\$504,722	\$84,122	\$0	0%
715255	Rec - Street Furniture & Playground Equip All Areas	\$0	\$0	-\$44,712	0%
723800	Rec - Boat Ramp Improvements	\$140,000	\$23,300	\$4,586	3%
	<b>Total Recreation</b>	<b>\$1,483,962</b>	<b>\$247,192</b>	<b>\$71,419</b>	<b>5%</b>
<b>Buildings</b>					
707719	Ross - Cannon at War Memorial Restoration	\$10,000	\$1,700	\$0	0%
707805	Clown - War Memorial Oval Amenities Upgrade	\$1,500,000	\$250,000	\$890	0%
707854	Pth - War Memorial Main St Gun Restoration	\$5,000	\$800	\$0	0%
707868	Cty - Town Hall Improvements	\$8,000	\$1,300	\$0	0%
707877	All Areas - Bus Shelters / Playground / BBQ / Shade Structures	\$80,000	\$13,300	\$21,668	27%
707920	Rec - Public Buildings Asbestos Removal	\$20,000	\$3,300	\$91	0%
707925	Clown - Town Hall Improvements	\$50,000	\$8,300	\$5,281	11%
707926	Clown - Library Improvements	\$10,000	\$1,700	\$0	0%
707927	Epping - Hall Weatherboard Replacement	\$20,000	\$3,300	\$0	0%
87934	Ross - Public Toilet Replacement	\$200,000	\$33,300	\$5,067	3%
87942	Avoca - Public Buildings Program	\$34,000	\$5,700	\$0	0%
707943	Bishopscourne - Community Centre Laserlite Replacement	\$8,000	\$1,300	\$0	0%
707944	Cty - Childcare Building Improvements	\$7,000	\$1,200	\$0	0%
707945	Cty - Trout Park History Board Shelter	\$5,000	\$800	\$0	0%
707947	Clown - Pool Improvement	\$24,500	\$4,100	\$239	1%
707948	Clown - Renovations/Upgrades William St Units	\$20,000	\$3,300	\$0	0%
707949	Clown - Renovations/Upgrades Guide Hall	\$5,000	\$800	\$0	0%
707950	Clown - Valentine Park Log Shelter Shingle Replacement	\$7,000	\$1,200	\$0	0%
707951	Clown - Oval Score Box Stair Replacement	\$2,000	\$300	\$0	0%
707953	Evan - Town Hall Interior Painting and Repairs	\$17,000	\$2,800	\$0	0%
707954	Evan - Renovations/Upgrades Murray St Units	\$20,000	\$3,300	\$0	0%
707955	Evan - Community Centre Flag Pole Replacement	\$10,000	\$1,700	\$0	0%
707956	Evan - BBQ Shelter Improvements Honeydanks Reserve	\$1,000	\$200	\$0	0%
707957	Lfd - Town Hall Exterior Painting	\$25,000	\$4,200	\$0	0%
707958	Lfd - Town Hall Acoustics Improvement	\$50,000	\$8,300	\$0	0%
707959	Lfd - War Memorial Hall Floor Improvements and Sound Proofing	\$61,000	\$10,200	\$0	0%
707961	Lfd - Library Access and Rising Damp Rectification	\$10,000	\$1,700	\$0	0%
707962	Lfd - Recreation Ground Building Stair Replacement	\$17,000	\$2,800	\$0	0%
707969	Pth - Community Centre Electrical Works Including LED Lighting	\$8,000	\$1,300	\$0	0%
707970	Rossarden - Public Toilet Improvements	\$2,000	\$300	\$0	0%
707973	Ross - Town Hall Acoustic Improvements	\$4,733	\$833	\$0	0%
707974	Ross - Town Hall Entrance Upgrade	\$2,000	\$300	\$0	0%
707976	Ross - Caravan Park Units Floor Coverings	\$10,000	\$1,700	\$0	0%
715350	Rec - Public Building Improvements	\$100,000	\$16,700	\$0	0%
715390	All Areas - Public Amenities Painting Program	\$30,500	\$5,100	\$0	0%

# Northern Midlands Council Account Management Report for year to August 2016

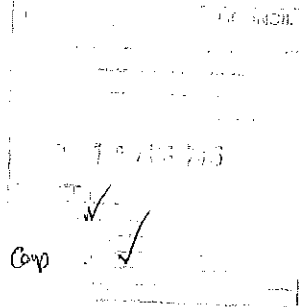
	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>715400 All Areas - Building Demolitions</b>	\$17,500	\$2,900	\$2,568	\$14,932	15%
<b>Total Buildings</b>	<b>\$2,401,233</b>	<b>\$400,033</b>	<b>\$35,805</b>	<b>\$2,365,428</b>	<b>1%</b>
<b>Waste Management</b>					
712952 Waste - MGB Purchases	\$25,000	\$4,200	\$2,260	\$22,740	9%
728755 Waste - WTS Improvements	\$30,000	\$5,000	\$1,415	\$28,585	5%
728763 Waste - Lfd WTS Improvements	\$0	\$0	\$808	-\$808	0%
728766 Waste - Avoca WTS Improvements	\$0	\$0	\$2,350	-\$2,350	0%
<b>Total Waste Management</b>	<b>\$55,000</b>	<b>\$9,200</b>	<b>\$6,833</b>	<b>\$48,167</b>	<b>12%</b>
<b>Roads</b>					
<b>Lfd - Smith Howick to Hay</b>					
75144.6 Lfd - Smith Street Howick to Hay Footpath	\$12,000	\$2,000	\$12,791	-\$791	107%
75145.6 Lfd - Smith Street Hay to Gate Footpath	\$0	\$0	\$12,263	-\$12,263	0%
<b>Total Lfd - Smith Howick to Hay</b>	<b>\$12,000</b>	<b>\$2,000</b>	<b>\$25,054</b>	<b>-\$13,054</b>	<b>209%</b>
<b>Ross Streetscape Improvements</b>					
714846 Ross - Streetscape Improvements	\$50,000	\$8,300	\$0	\$50,000	0%
714846.38 Ross - Town Sandstone Entrance Statements	\$50,000	\$8,300	\$0	\$50,000	0%
<b>Total Ross Streetscape Improvements</b>	<b>\$100,000</b>	<b>\$16,600</b>	<b>\$0</b>	<b>\$100,000</b>	<b>0%</b>
<b>Resealing Program</b>					
715005 Roads - Resealing All Areas	\$700,000	\$116,700	\$0	\$700,000	0%
<b>Total Resealing Program</b>	<b>\$700,000</b>	<b>\$116,700</b>	<b>\$0</b>	<b>\$700,000</b>	<b>0%</b>
<b>Resheeting Program</b>					
715125 Southern - Resheeting	\$265,000	\$44,200	\$17,066	\$247,934	6%
715460 Roads Northern - Resheeting	\$265,000	\$44,200	\$449	\$264,551	0%
<b>Total Resheeting Program</b>	<b>\$530,000</b>	<b>\$88,400</b>	<b>\$17,516</b>	<b>\$512,484</b>	<b>3%</b>
<b>Footpath Construction Program</b>					
750180.6 Crown - Bridge St Church St to Highway Footpath	\$29,016	\$4,816	\$0	\$29,016	0%
750473.6 Pth - George St Fairtlough to Clarence Footpath	\$24,000	\$4,000	\$0	\$24,000	0%
750474.6 Pth - George St Fairtlough to end of Kerb Footpath	\$60,000	\$10,000	\$695	\$59,305	1%
750492.6 Crown - Glenelg St Padder to Church Footpath	\$17,000	\$2,800	\$0	\$17,000	0%
750507.5 Lfd - Goderich St William to Archer Footpath	\$3,000	\$500	\$0	\$3,000	0%
750716.6 Evan - Logan Rd from Stockman Footpath	\$60,000	\$10,000	\$0	\$60,000	0%
750794.6 Cry - Main St No 134 to Bus Parking West Side Footpath	\$15,000	\$2,500	\$0	\$15,000	0%
750796.6 Cry - Main St Newsagency to Church St Footpath	\$70,000	\$11,700	\$0	\$70,000	0%
750823.6 Lfd - Malcombe St Laycock to Marlborough Footpath	\$40,000	\$6,700	\$0	\$40,000	0%
751044.6 Crown - Queen St Bridge to Glenelg Footpath	\$0	\$0	\$4,622	-\$4,622	0%
751100.6 Evan - Chr Scone/Russell Street Footpath	\$0	\$0	\$0	\$0	0%
751150.6 Cry - Spencers Lane Cressy Rd to Gatenby St Footpath	\$63,360	\$10,560	\$0	\$63,360	0%
751356.6 Lfd - Wellington St Hobhouse 2047 to Bulwer 2062 Footpath	\$63,360	\$10,560	\$0	\$63,360	0%
<b>Total Footpath Construction Program</b>	<b>\$381,376</b>	<b>\$63,576</b>	<b>\$5,317</b>	<b>\$376,059</b>	<b>1%</b>

# Northern Midlands Council Account Management Report for year to August 2016

	Annual Budget	YTD Budget	YTD Actual	Budget Variance	% Annual Budget
<b>Other Road Projects</b>					
715470 Roads - Replacement of Crossovers All Areas	\$220,000	\$0	\$0	\$220,000	0%
750180 Ctown - Bridge St Reconstruction Highway to Church St	\$40,000	\$36,700	\$0	\$40,000	0%
750333 Pth - Cromwell St Phillip to Nelson K&G East Side	\$60,000	\$5,700	\$0	\$60,000	0%
750561 Ross - High St Church to Esplanade Reconstruction	\$140,000	\$10,000	\$0	\$139,722	0%
750684,1 Ctown - Leake St Reconstruct Mason to Torlesse K&G	\$0	\$23,300	\$278	-\$1,032	0%
Excavation					
750744 Ctown - Macquarie Rd Reconstruction Ch 32.940 to 33.865	\$230,000	\$38,300	\$0	\$230,000	0%
750933 Evan - Nile Road Reconstruction Ch 7.300 to 8.085	\$264,000	\$44,000	\$1,589	\$262,411	1%
751131 Pth - Secombe St East Reconstruct and Seal	\$70,000	\$11,700	\$0	\$70,000	0%
Fairfough to end					
751257 Ctown - Torlesse St Reconstruction Leake to end	\$50,000	\$8,300	\$0	\$50,000	0%
751308 Pth - Secombe St West K&G and Rd Verge	\$80,000	\$13,300	\$0	\$80,000	0%
reconstruction Mulgrave to Minerva					
<del>751412</del> Lfd - Woolmers Lane Reconstruction Ch 3.269 to 4.490	\$250,000	\$41,700	\$0	\$250,000	0%
<del>751413</del> Lfd - Woolmers Lane Reconstruction Ch 4.490 to 5.800	\$260,000	\$43,300	\$0	\$260,000	0%
<del>751548</del> Ctown - Macquarie Rd Ch 33.865 to Ch 34.215	\$87,000	\$14,500	\$0	\$87,000	0%
Reconstruct					
751571 Evan - Nile Road Reconstruction Ch 10.490 to 10.800	\$120,000	\$20,000	\$410	\$119,590	0%
752000 All Areas - LED Street Lighting Program	\$700,000	\$116,700	\$0	\$700,000	0%
<b>Total Other Road Projects</b>	<b>\$2,571,000</b>	<b>\$428,500</b>	<b>\$3,309</b>	<b>\$2,567,691</b>	<b>0%</b>
<b>Total Roads</b>	<b>\$4,244,376</b>	<b>\$707,476</b>	<b>\$51,196</b>	<b>\$4,193,180</b>	<b>1%</b>
<b>Bridges</b>					
741130 Lfd - Bridge 1130: Woolmers Lane Macquarie River	\$2,600,000	\$433,300	\$58,310	\$2,541,690	2%
742380 Avoca - Bridge 2380 Royal George Rd Lewis Hill Crk	\$0	\$0	\$0	\$0	0%
743725 Avoca - Bridge 3725: McShanes Rd Hopp Pole Crk	\$300,000	\$50,000	\$0	\$300,000	0%
747350 Cry - Bridge 7350: Cressy Rd Lake River	\$1,430,000	\$238,300	\$1,419,397	\$10,603	99%
<b>Total Bridges</b>	<b>\$4,330,000</b>	<b>\$721,600</b>	<b>\$1,477,707</b>	<b>\$2,852,293</b>	<b>34%</b>
<b>Urban Stormwater Drainage</b>					
788576 Lfd - Stormwater Detention Basin Paton Street	\$0	\$0	\$74,553	-\$74,553	0%
788601 Evan - Stormwater Translink Upgrade	\$675,000	\$112,500	\$150,416	\$524,584	22%
788605 Storm Water Management Plans	\$40,000	\$6,700	\$6,418	\$33,582	16%
788608 Lfd - Park St Stormwater George to West South Side	\$0	\$0	\$0	\$0	0%
<b>Total Urban Stormwater Drainage</b>	<b>\$715,000</b>	<b>\$119,200</b>	<b>\$231,388</b>	<b>\$483,612</b>	<b>32%</b>
<b>Total Capital Expenditure - Works Department</b>	<b>\$13,765,071</b>	<b>\$2,293,831</b>	<b>\$1,882,677</b>	<b>\$11,882,394</b>	<b>14%</b>
<b>Grand Total</b>	<b>\$13,765,071</b>	<b>\$2,293,831</b>	<b>\$1,882,677</b>	<b>\$11,882,394</b>	<b>14%</b>



Mr Jennings  
 General Manager  
 Northern Midlands Council  
 PO Box 156  
 Longford Tas 7301



15 August 2016

Dear Mr Jennings

**Objection to Rates Notice – Assessment Number 104200.06**


Pursuant to Section 123(1) of the Local Government Act 1993, Uniting AgeWell (The Uniting Church in Australia Property Trust (Tas)) hereby objects to the rates notice issued by the Northern Midlands Council on 20 July 2016, and received on 27 July 2016, for the property situated at 64-68 Drummond Street Perth on the basis that:

- the land specified in the rates notice is exempt from the payment of those rates

The reason for the objection is that pursuant to Section 87(1)(d) of the Local Government Act 1993, the land in question is exempt from the General Rate as it is "...land or part of land owned and occupied exclusively for charitable purposes".

Please do not hesitate to contact me on 03 6208 3204 or 0437 537 681 if you require any additional information or you wish to discuss this matter.

Yours Sincerely



Shane Johnson  
 Acting Associate General Manager Tasmania



## 1.1 RATING OF RESIDENTIAL PROPERTIES OWNED BY CHARITIES

Contact Officer - Katrena Stephenson

### Meander Valley Council/Break O'Day Council

1. That Members note recent case law which suggests that although a property may be owned by a charitable institution, occupancy by private residents is not a charitable purpose; and
2. That Members agree to take a common and equitable approach to the rating of independent living units which takes as a core assumption that private residential occupancy is not a charitable purpose and is not exempt from general rates.

Carried

### Background

Late in 2015 there was media commentary about the intent by Hobart and Clarence City Councils to rate residential properties owned by charities, including independent living units attached to not for profit aged care providers.

In doing so, councils must first consider whether the properties are eligible for a General Rate exemption under the Local Government Act, after then the issue is how it is dealt with. Some providers claim that because they are charitable they are therefore exempt from rates, however the Act requires land to be owned and occupied exclusively for charitable purposes in order for that exemption to apply.

- A. Local Government Act: S 87 "(d) land or part of land owned and occupied exclusively for charitable purposes"; [is exempt]
- B. The Charities Act 2013 (Cth) lists twelve charitable purposes – aged care is not specified. Supported aged care and homelessness care are charitable subtypes.
- C. The Aged Care Act 1997 (Division 41, section 3) defines the meaning of residential aged care but does not define the place in which this care is offered, other than as a 'residential facility'. The Act defines residential aged care as follows:
  - (1) Residential care is personal care or nursing care, or both personal care and nursing care, that:
    - (a) is provided to a person in a residential facility in which the person is also provided with accommodation that includes:
      - (i) appropriate staffing to meet the nursing and personal care needs of the person;
      - (ii) meals and cleaning services;
      - (iii) furnishings, furniture and equipment for the provision of that care and accommodation; and
    - (b) meets any other requirements specified in the Residential Care Subsidy Principles.

The Act also defines what is not residential care:

- (2) Residential care does not include any of the following:
- (a) care provided to a person in the person's private home;
  - (b) care provided in a hospital or in a psychiatric facility;
  - (c) care provided in a facility that primarily provides care to people who are not frail and aged; and
  - (d) care that is specified in the Residential Care Subsidy Principles not to be residential care.

Legal advice suggests that although a property may be owned by a charitable institution, occupancy by private residents is not a charitable purpose.

Meander Valley Council (MVC) have been to The Magistrates Court, Administrative Appeals Division twice over this issue following a process under section 123 of the Act – Objections to rates notice.

The first in 2002/2003 was a charitable trust set up to provide affordable home ownership for individuals. The Magistrate's decision in Council's favour was appealed to the Supreme Court but dismissed as incompetent having been prepared by the appellant who wasn't a legal practitioner.

The decision of *Roman Catholic Church Trust v Meander Valley Council (2012) re: 65 William Street* made it clear that if a property is occupied for residential purposes s87(1)(d) of the Local Government Act will not be satisfied because it requires the two parts of s87(1)(d) to be met that is owned and occupied exclusively for charitable purposes. This decision referred to the ability of the tenants to restrict the rights of the owner to enter the property as a factor in determining that the properties were occupied for residential purposes, not charitable purposes.

The second, in 2011 was the Roman Catholic Church Archdiocese of Hobart objecting to General Rates on their twelve (Centacare) units at 65 William Street, Westbury for housing low income residents (generally on Centrelink benefits). The Presbytery and the Nun's house at the Westbury Catholic Church were also included in this action.

The Magistrate decided in the Church's favour on the two houses but more importantly found in Council's favour on the 12 units, supporting the legal advice that private residential occupancy is not a charitable purpose. Both parties chose not to appeal either decision.

While neither cases are retirement village scenarios, the principles are the same and also would apply in relation to community housing and the transfer of public housing to charitable organisations (Housing Tasmania currently pays rates).

The conclusion that is drawn from the recent case law is that a property will be occupied for residential purposes, and therefore ineligible for the charitable rate exemption, where the terms of the occupation allow the residents to restrict the owner's access/right of entry.

In other words it will depend on the nature of the agreement between the owner and the resident as to whether the charitable exemption applies. If there is a substantial level of control by the owner, then the owner will also be the occupier for the purposes of section 87(1)(d).

Based on the Meander Valley Council decision independent living units are occupied by the residents (not the charity) for residential purposes. In making that decision councils need to be satisfied that this is the case by viewing residence or similar agreements between the tenant and the charity.

Standard residents agreements may have privacy clauses and assume that the use of the independent living units is subject to the Retirement Villages Act 2004 (Tas). That legislation applies to "retirement villages" which is comprised of "residential premises" which are defined in s.4 as: premises, or a part of premises, in a retirement village designed for separate occupation as a place of residence.

This also supports the view that independent living units are used for residential not charitable purposes.

The villages set up by, for example, Southern Cross Care, Glenara Lakes at Youngtown, are an example of the Church arguing for the charitable exemption. Launceston City Council (LCC) dealt with this issue a few years ago following similar legal advice. They had a significant number of "units" in various villages or properties run by charitable institutions, some attached to nursing homes/aged care facilities.

These hadn't been rated by LCC for General Rates in the past having been considered "exempt" by LCC on the charitable basis. However with legal advice that they were not eligible LCC proposed to apply the General Rate and received a fair bit of objection and adverse publicity from the various institutions. One ill-informed journalist ran an unbalanced fear campaign.

LCC had been concerned about the incorrect application of this "exemption" under the Local Government Act. An incorrect application of the Act could cause the validity of the rating resolution to be called into question. LCC now levies the rates according to the provisions of section 87 and provide a discretionary remission under section 129 to those properties that were previously treated as exempt.

Legalities aside, the debate rests largely with considerations of equity. "Is it equitable that these "village units" (some are three bedroom houses, some residents are well off and many certainly not needing "charity") do not pay rates and therefore do not contribute to the services and facilities of their respective cities or towns while young family, battler and pensioner home owners and other residential villages do pay and in fact are subsidising those that don't?" Worse, these groups are effectively paying a subsidy to the Independent Living Units (ILU) occupants.

By way of context, Clarence City Council (CCC) advise they have received criticism because a proportion of ILU residents are not well off, including full pensioners with limited capacity to pay. This is true, but CCC currently has five and a half thousand properties eligible for pensioner rates remission across the city. Those pensioners have to pay full rates.

Advice from State Revenue is that the pensioner remission applies to ILU residents in the same way as private property owners. They would need to apply, and provide (each year) evidence of the amount passed on to them in rates by the operator. This would normally be an invoice, letter, or similar.

Thus by not levying rates councils are enabling a cost shift from other levels of government that results in pensioner living in their own home subsidising those who live in retirement villages.

The individual financial impact will vary depending on valuations (and it should be noted that the Valuer-General's solution to providing split valuations has yet to be implemented or tested) but may be in the order of seven hundred and fifty to one thousand dollars in Clarence.

Councils also have the option to may make a policy decision to apply a differential rate to this category of ratepayer. The financial impact is also dependent on how individual operators apportion the cost to residents when a single rates notice is issued for a major complex with a single title.

The income to Clarence City Council is relatively low – likely 0.35-0.5% of rate base. The policy position of the Council is that the additional money will not be a windfall to council but will reduce the overall rating burden across the community.

The City of Hobart's view is that generally nursing homes owned by charities remain exempt from the General Rate pursuant to s87(1)(d) of the Local Government Act. The entitlement to the charitable exemption under s87(1)(d) will always depend upon the specific factual circumstances in each case.

Council services benefit the community as a whole and land owners in the municipal area are required to pay rates in accordance with the Local Government Act. The General Rate exemption has never applied to independent living units not owned by a charity and indeed retirees who choose to live in their own home are required to pay all rates. This is an equity issue.

The number of properties impacted by this matter in Hobart was less than twelve and in some cases only part of the property was affected i.e. the exemption remained on part of the property. The City gave twelve months notice of its intention to remove the exemption from properties no longer eligible.

The application of the new legal advice is not yet consistently being applied across the sector.

**Current Policy**

Does not apply.

**Budget Impact**

Does not apply.



**PLAN 1**

**PLANNING APPLICATION P16-057**

**832 HOBART ROAD, BREADALBANE**

**ATTACHMENTS**

- A** Application & plans, correspondence with applicant
  
- B** Responses from referral agencies
  - TasWater
  - NMC Works & Infrastructure Department
  - Department of State Growth
  - Environmental Health Officer
  
- C** Representations & applicant's response

# PLANNING APPLICATION Proposal

ATTACHMENT A.

Description of proposal: USE + DEVELOP SITE FOR VISITOR  
ACCOMMODATION, CARETAKER'S DWELLING/RECEPTION,  
WASTEWATER TREATMENT PLANT & 4 SIGNS

(attach additional sheets if necessary)

Site address: 832 HOBART RD,  
BREADALBANE

ID no: CT 109407(1) and/or Council's property no:

AND/OR

Area of land: 5.0 HA ha/m<sup>2</sup> and/or CT no:

Estimated cost of project \$ 959,000 (include cost of landscaping,  
car parks etc for commercial/industrial uses)

Are there any existing buildings on this property? Yes  No  
If yes - main building is used as

If variation to Planning Scheme provisions requested, justification to be provided:  
SEE REPORTS.

(attach additional sheets if necessary)

If outbuilding has a floor area of over 56m<sup>2</sup>, or there will be over 56m<sup>2</sup> of outbuildings on the lot,  
or is over 3m at apex in residential zone, details of the use of the outbuilding to be provided:

N/A

External colours: (attach additional sheets if necessary)

Is any signage required? SEE REPORTS (if yes, provide details)

EXHIBITED

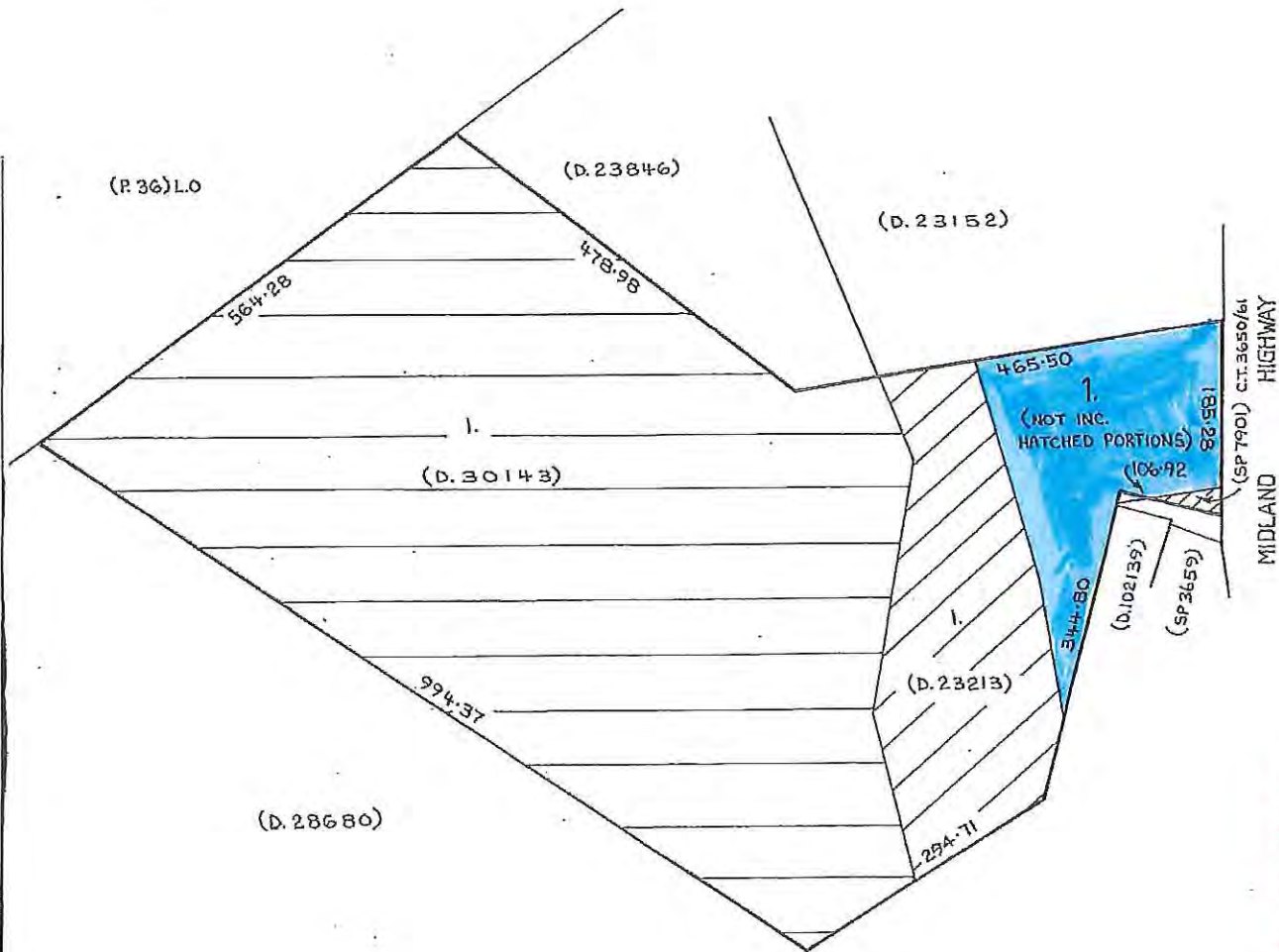
APPROVED... 10 JAN 1994 <i>Michael Dine</i> RECORDER OF TITLES	CONVERSION PLAN 54/2834 (2NDLY)	REGISTERED NUMBER <b>P. 109407</b>
FILE NUMBER A.12704 A	GRANTEE: PART OF 584 AC. GTD. TO THOMAS SCOTT.	DRAWN A.H 6-1-94

SKETCH BY WAY OF ILLUSTRATION ONLY

TASMANIAN MUNICIPAL CORP NO. 47	LAST TASMANIAN OPT NO. 0017	LAST SURVEY PLAN NO.
ALL EXISTING SURVEY REFERENCES TO BE CROSS REFERENCED ON THIS PLAN		

~~CITY/TOWN OF~~  
 LAND DISTRICT OF CORNWALL  
 PARISH OF BREADALBANE  
 LENGTHS ARE IN METRES, NOT TO SCALE.  
 LENGTHS IN BRACKETS IN LINKS/FEET & INCHES.

EXCEPTED LANDS  
 LOT 1 (D.23213) 7.241 ha  
 LOT 1 (D.30143) 40.07 ha



EXHIBITED



AERIAL PHOTOGRAPH & SERVICES MAP for 832 HOBART ROAD, BREADALBANE



ZONING MAP - RURAL RESOURCE

