

COUNCIL MEETING - 24 JULY 2023 ATTACHMENTS

3.2.1 RESPONSES TO QUESTIONS RAISED AT PRIOR MEETINGS.....	2
3.2.1.1 RESPONSE TO QUESTIONS WITHOUT NOTICE 26 JUNE 2023 M GARDAM (2).....	2
3.2.1.2 RESPONSE TO QUESTIONS WITHOUT NOTICE 26 JUNE 2023 D JANNEY (1).....	3
3.2.2 QUESTIONS ON NOTICE FROM THE PUBLIC.....	4
3.2.2.1 QSON RBV FOR 24 JULY 2023 NUMBER OF DANGEROUS DOGS IN DEVONPORT.....	4
5.1 CRADLE COAST WASTE MANAGEMENT GROUP ANNUAL PLAN AND BUDGET - 2023-2024.....	5
5.1.1 CCWMG ANNUAL PLAN & BUDGET 2023- 2024.....	5
5.3 YOUTH FAMILY AND COMMUNITY CONNECTIONS - LEASE AND PARTNERSHIP AGREEMENT.....	26
5.3.1 YFCC PARTNERSHIP AGREEMENT 2023 DRAFT.....	26
5.3.2 YFCC REPORT TO DCC JULY 2023.....	30
5.3.3 LEASE - DCC YAFF - 62 64 STEWART STREET - 2023-2028.....	33
5.4 LOCAL GOVERNMENT REFORM STAGE 2 INTERIM REPORT SUBMISSION.....	50
5.4.1 RESPONSE TO STAGE 2 INTERIM REPORT FUTURE OF LOCAL GOVERNMENT.....	50
6.3 GENERAL MANAGER'S REPORT.....	56
6.3.1 CURRENT & PREVIOUS MINUTES RESOLUTION - JUNE 2023.....	56
6.4 MONTHLY OPERATIONAL REPORT - JUNE 2023.....	57
6.4.1 MINUTES- PLANNING- AUTHORITY- COMMITTEE-5- JUNE-2023.....	57
6.4.2 DRAFT MINUTES TAS WATER - _ GENERAL MEETING - _26 JUNE 2023 SNV LSJ Z I 1 KM 63 Q TT 4 PWJ QW.....	66



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3 July 2023

Mr M Gardam
4 Beaumont Drive
MIANDETTA TAS 7310

Dear Mr Gardam

Response To Questions Without Notice Raised Monday 26 June 2023

I write in response to your questions without notice, taken on notice at the Council Meeting on Monday, 26 June 2023, as outlined below.

Q1. I refer to my question one on notice and the General Manager's response on Page 8 of tonight's Agenda in relation to the lack of adequate train warning signs for pedestrians using the existing rail pedestrian crossing adjacent the Elevated Walkway; and again ask is it an acceptable safety risk for Council to leave this crossing inadequately sign posted while, and I quote, "Council is continuing its engagement with TasRail in relation to the existing and additional crossings for Waterfront Park...."?

Response

As noted in previous correspondence, Council is working with TasRail to finalise requirements relating to the upgrading of existing crossings and the installation of new crossings within the Waterfront Park.

Q2. I refer to The Advocate article dated 13 June 2023 "Devonport CBD \$3 million plan for cycling hub, apartments" reporting that 29 Fenton Way has been sold and accordingly will Council confirm if Council will need to undertake works, civil works or otherwise, to facilitate the sale and/or proposed development such as boundary adjustments or realigning Fenton Way?

Response

No, Council is not required to undertake any civil or infrastructure works as a result of this sale.

Yours sincerely

Matthew Atkins
GENERAL MANAGER



The City with Spirit



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5 July 2023

Mr D Janney
23 Watkinson Street
DEVONPORT TAS 7310

Dear Mr Janney

Response to Questions Without Notice raised Monday 26 June 2023

I write in response to your questions without notice, taken on notice at the Council Meeting on Monday, 26 June 2023, as outlined below.

Q1. The paintwork on the steel work of the Spirit of the Sea needs attention. When will this happen?

Response

The Council has requested price estimates from various companies to carry out the essential painting task on the structure. This job involves disassembling and transporting the structure, which is a significant undertaking due to its size and weight. Unfortunately, the Council has been unsuccessful in obtaining any quotes for this work so far. As a result, alternative approaches or solutions may be considered.

Q2. At what depth will an urban road depression be considered for repair?

Response

Council is guided by a Service Level Agreement when considering repair to deformations and potholes. These responses will vary based on the depth of the deformation or pothole and the type of road, carpark or path. For local streets, Council will repair deformations that exceed 30+mm and targets these repairs within 90 days of identification or when reported. Potholes of 30+mm and a diameter of .3m - .5m will typically be scheduled for repair within 30 days of identification or reporting.

Yours sincerely

Matthew Atkins
GENERAL MANAGER



The City with Spirit

QsoN RBV for 24 July 2023 number of Dangerous dogs in Devonport

FROM - R. B. VELLACOTT (Financial RATEPAYER)
11 COCKER PLACE DEVONPORT 7310

TO - THE GENERAL MANAGER, MAYOR AND COUNCILORS
DEVONPORT CITY COUNCIL
COUNCIL CHAMBERS
ROOKE ST DEVONPORT 7310

Subject Questions on Notice for 24 July 2023 DCC meeting Re Declared Dangerous Dogs

Question 1 – To Mayor and Councilors

I refer to The Advocate 1 July 2023 where it was reported that the General Manager, Mr. Matthew Atkins was asked by Ms. Libby Bingham how many dogs were declared dangerous in Devonport in the last financial year; and the General Manager said *"Unfortunately, due to the sensitivity of the topic this is not information that council can disclose,"*

If the General Manager ,as stated above, is not permitted to provide the required number of declared dangerous dogs for the last financial year(which I presume being 2022-2023) then will you please :-

(a) provide the number of declared dangerous dogs for the previous year i.e. 2021-2022?

And

(b) quote / provide the relevant section of the Local Government Act, and also inform of the wording if council has a policy, that prohibits the general Manager from revealing the current number of dogs declared as dangerous in Devonport ?

Question 2 –

If the Local Government Act does not prohibit you from informing ratepayers ,then will any person wishing to know how many declared dangerous dogs there are in Devonport, have to resort to make a Right to Information application to obtain the information ?

Please include in the DCC 24 July 2023 meeting Agenda all of the above and individual answers to the questions, rather than responses.

R. B. Vellacott

Robert .B. (Bob) Vellacott (16th July 2023)



Annual Plan & Budget - Public Version

Cradle Coast Waste Management Group

2023/24

Document Record

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For:
 Cradle Coast Waste Management Group

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1 EXECUTIVE SUMMARY

The CCWMG prepares a five-yearly Strategic Plan which details projects and strategies for improvements in resource recovery and waste reduction for member councils and the region's residents and businesses. This Annual Plan and Budget (AP&B) advances the delivery of the CCWMG 2022/23 – 2027/28 Strategic Plan Actions.

Over the past 15 years, these programs have been funded by a voluntary levy for landfilled waste, which in FY 2022 was charged at \$5.50 per Tonne. On 1st July 2022, the Tasmanian State Government instigated a Statewide Landfill Levy. This levy is managed by the Waste and Resource Recovery Board (WRRB). WRRB levy funds are now the main financial contributors to CCWMG budget.

The 2023/24 Annual Plan and Budget sets out project expectations and goals, delivering clarity for project officers. Projects are allocated to four categories, aligned with the Strategic Plan.

- Education and Awareness Initiatives (Table 1)
- Waste Industry Improvements (Table 2)
- Waste Diversion Programs (Table 3)
- Governance and Program Maintenance (Table 4).

This document gives a brief description of the objectives for each budgeted project. Where appropriate, the CCWMG members receive detailed "Scope of Works", to review prior to issuing approval. This is to ensure that project outcomes will meet the Group's quality and cost expectations.

The projects detailed in the 2023/24 Annual Plan & Budget are forecast to cost \$877,701, including cost recovery items. It was confirmed on 8th May 2023, CCWMG would receive \$690,990 income from the State Government for the 2023/24 FY. Income from other sources include interest, cost recovery and specific waste streams, and are projected at \$113,309. This results in a budget deficit of \$73,402 for the year. This deficit will be covered by other Council contributed funds held.

CCWMG is expected to finish the 2022/23FY with \$436,384 in total funds, of which \$239,324 is remaining Council contributed capital, and a 2022/23 budget surplus of \$197,060 from the WRRB allocated funds. These funds will draw down to \$358,702 when the 2023/24 budget deficit of \$73,402 is applied.

Annual funding amounts are confirmed through the Department of Natural Resources and Environment (NRE). At the time of developing this budget, precise NRE grant allocations have not been released and CCWS is working off best information to date. From the FY2024 WRRB income is confirmed in the April prior to the financial year start. CCWMG members approve budget allocations in May.

In 2023/24 King Island and West Coast Councils are expected to join the CCWMG, although the formal confirmation of the request to join has only been received at the time of completing this budget work. For this reason, a supplementary program will need to be developed when the membership of both Councils is confirmed.

Table 1: 2023/24 Waste Education and Awareness

Ref #	Action	Action Summary
1.01	Recycling bin assessments	Residential recycling bin assessments and contamination education across the region with reporting.
1.02	Recycling Education Schools Program	Rethink Waste Schools Program for educating students in recycling habits across the region.
1.03	Recycling Education Public Events	Promote good recycling habits at public events across the region. Includes Repair café at Ecofest.
1.04	Statewide Rethink Waste Education & Promotion	State-wide waste education & communications, including Rethink Website.
1.05	FOGO Education & Marketing	FOGO education and communications in preparation for FOGO roll out.
1.06	FOGO Regional Rollout	Budget allocation for the program rollout. Funds will be allocated between marketing and Council support services.
1.07	Regional Services Marketing	Support Regional programs with regional - specific marketing campaigns.
		<i>Recycling Education & Promotion Expenses to be recovered</i>
Total Waste Education and Awareness Programs:		

Table 2: 2023/24 Waste Industry Improvements

Ref #	Action	Action Summary
2.01	Illegal Dumping Funding	Funding available for Councils to apply for signage, cameras, clean-ups, and other initiatives to reduce illegal dumping.
2.02	Regional WTS & RRC Improvements	Funding for Councils to implement recommended actions detailed in the Best Practice Guidelines review, or other relevant initiatives that improve the safety, performance or environmental impact of WTS / RRC.
2.03	WTS Staff Training	Allocation for training transfer station staff - may include changes to safety regulations, State levy requirements or new diversion initiatives being rolled out.
2.04	Customer Service Centre Management	Service call centre to be brought online early to enable smooth transition with current to new recycling contract. Costs to cover policy and process approvals and customer service expectations.
2.05	Contingency for Budgeted Projects and Unknown	Funding allocation for opportunities that arise during the year and projects excesses.
Total Waste Industry Improvements:		

Table 3: 2023/24 Waste Diversion Programs

Ref #	Action	Action Summary
3.01	Household Battery Recycling	Free household battery collection at transfer stations and Council offices, covered by B-cycle stewardship. Budget allowance for any incidental costs for the service.
3.02	Fluoro Tube & Globe Recycling	Provision of free fluoro tube and globe collection at transfer stations and Council offices.
3.03	E-Waste Recycling	Provision of free e-waste collection at transfer stations in each municipality.
3.04	Paint Recycling	Free paint recycling service, covered by the Paint Back Scheme.
3.05	X-ray Film Recycling	Provision of free X-ray recycling service at WTS and RRC. Specific Waste Stream income to CCWMG for collections.
3.06	Mobile Phone Recycling	Provision of free Mobile recycling service at WTS and RRC. Specific Waste Stream income to CCWMG for collections.
3.07	Kerbside Recycling and FOGO Collection Contract	Management of Kerbside recycling and FOGO contract.
3.08	Green Waste Mulch Contract	Management of Green waste contract (renewals oncharged as required)
3.09	Concrete Crushing Contract	Tender creation and management of Concrete crushing contract.
3.10	Household Hazardous Waste	Host yearly collection events of Household Hazardous waste chemicals.
3.11	Tyre Subsidy	CCWMG to reimburse \$2/tyre for Councils who recycle tyres through Tyrecycle Tasmania. Additional allocation to support special site clean-ups and illegal dumping collection costs.
3.12	Contingency for Budgeted Projects and Unknown	Funding allocation for opportunities that arise during the year and projects excesses.
		<i>Waste Industry Expenses to be recovered</i>
Total Waste Diversion Programs:		

Table 4: 2023/24 Governance and Program Delivery

Ref #	Action	Action Summary
4.01	CCWMG Annual Report	Publication of Annual Report costs
4.02	Mandalay Head Office	Overhead Tenancy cost for POS software
4.03	Waste Governance	Implementation of Waste Governance changes as approved by CCWMG.
4.04	CCWS Administration Fees	<ul style="list-style-type: none"> • CCWMG executive, administrative, financial and communication support • Waste Levy funding management • Regional Waste Data collection and Reporting
4.05	CCWS Project Management Fees	Dulverton Waste Management (DWM) Project Delivery as per the Terms of Reference (TOR). Includes: <ul style="list-style-type: none"> • Financial Administration, Budget preparation and Reporting requirements • Deliver CCWMG Projects and ongoing services • Procurement and technical support
4.06	NRE CCWMG Reporting	Grant Administration fees
Total Governance and Program Maintenance:		

2 CONTENTS

1	EXECUTIVE SUMMARY	3
2	CONTENTS	7
3	GLOSSARY OF ABBREVIATIONS.....	8
4	INTRODUCTION	9
4.1	Foreword	9
4.2	Cradle Coast Waste Management Group Structure	10
4.3	CCWMG Strategic Plan	10
4.4	CCWMG Funding	11
4.5	Budget Expenditure.....	12
4.6	Significant changes to budget from previous years.....	13
5	WASTE EDUCATION AND AWARENESS PROGRAMS.....	14
5.1	Ref # 1.01 - Recycling Bin Assessments	14
5.2	Ref # 1.02 - Recycling Education Schools Program	14
5.3	Ref # 1.03 - Recycling Education Public Events.....	14
5.4	Ref # 1.04 - Statewide Rethink Waste Education & Promotion.....	15
5.5	Ref # 1.05 - FOGO Education & Marketing	15
5.6	Ref # 1.06 - FOGO Regional Rollout Support	15
5.7	Ref # 1.07 – Regional Marketing Services.....	15
6	WASTE INDUSTRY IMPROVEMENTS PROGRAMS.....	15
6.1	Ref # 2.01 - Illegal Dumping Funding	15
6.2	Ref # 2.02 - Regional WTS & RRC Improvements	16
6.3	Ref # 2.03 - WTS Staff Training	16
6.4	Ref # 2.04 - Customer Service Centre Management.....	16
6.5	Ref # 2.07 - Contingency for Budgeted Projects and Unknown.....	16
7	WASTE DIVERSION PROGRAMS.....	16
7.1	Ref # 3.01 - Household Battery Recycling	16
7.2	Ref # 3.02 - Fluoro Tube & Globe Recycling.....	17
7.3	Ref # 3.03 - E-waste Recycling	17
7.4	Ref # 3.04 - Paint Recycling.....	17
7.5	Ref # 3.05 - X-ray Film Recycling.....	17
7.6	Ref # 3.06 – Mobile Phone Recycling.....	17
7.7	Ref # 3.07 - Kerbside Recycling and FOGO Collection Tender	17
7.8	Ref # 3.08 - Green Mulch Contract	17
7.9	Ref # 3.09 - Concrete Crushing Contract.....	18
7.10	Ref # 3.10 - Household Hazardous Waste	18
7.11	Ref # 3.11 - Tyre Subsidy	18
7.12	Ref # 3.12 - Contingency for Budgeted Projects and Unknown.....	18
8	GOVERNANCE AND PROGRAM DELIVERY.....	19
8.1	Ref # 4.01 - CCWMG Annual Report	19
8.2	Ref # 4.02 – Mandalay Head Office	19
8.3	Ref # 4.03 Waste Governance	19
8.4	Ref # 4.04 - CCWS Administration Management	19
8.5	Ref # 4.05 - CCWS Project Management	19
8.6	Ref # 4.06 – NRE CCWMG Reporting	19
9	FINANCIALS	20
10	CCWMG 10 YR FINANCIAL PLAN (5 YR EXCERPT SUMMARY).....	21

3 GLOSSARY OF ABBREVIATIONS

AP&B	Annual Plan & Budget
BCC	Burnie City Council
CEO	Chief Executive Officer for CCWS/ DWM
CCC	Central Coast Council
CHC	Circular Head Council
CCWMG	Cradle Coast Waste Management Group
CCWS	Cradle Coast Waste Services
DCC	Devonport City Council
DWM	Dulverton Waste Management
FOGO	Food Organics Garden Organics
KC	Kentish Council
KIC	King Island Council
KPI	Key Performance Indicator
LC	Latrobe Council
MRF	Materials Recycling Facility
MSW	Municipal Solid Waste
NRE	Department of Natural Resources and Environment
NTWMG	Northern Tasmania Waste Management Group
PM	Project Manager
RFQ	Request for Quote
RRC	Resource Recovery Centre
STWMG	Southern Tasmania Waste Management Group
TOR	Terms of Reference
WCC	West Coast Council
WRRB	Waste and Resource Recovery Board
WTS	Waste Transfer Station
WWC	Waratah Wynyard Council

4 INTRODUCTION

4.1 Foreword

The roles and responsibilities of local government is a growing one. There is no doubt that communities expect more from their local Council. Business and industry will often question the value their local Council provides, despite relying on that authority for much of the services it provides to allow the business to function. The Cradle Coast Waste Management Group is a collaboration of local governments working to be as effective as possible, in the waste space, to service these community and commercial stakeholders.

The group has a strong history of making changes and delivering outcomes of which it should be rightfully proud. This history has been built on a cost sharing, self-funded model where Councils work together on common challenges and derive benefits from this approach both in the diversion of waste from landfill and the cost of services to the community. The coming year's program continues these efforts to advance the groups goal of establishing *regionally consistent practices for waste management in all member council areas for consistent waste contracts, services and best practice principles by 2028*.

Looking forward, the coming year sees further change being implemented to increase the reuse of resources and reduce landfilling, as the groundwork for FOGO expansion occurs across the Cradle Coast. This will place the region in a strong position for achieving its goal of 60% of Municipal Solid Waste (MSW) being recovered by 2028 as the regional processing capacity comes online in mid-2025.

The group also continues to grow the recovery and disposal options for hazardous and problematic materials. The household hazardous waste collection program has increased the volume of material collected over the last 3 years. Programs like this show the community will do the right thing when provided with an accessible program.

Building on this will has been an integral driver to the school education campaign the region. This program has delivered for many years, and the maturing Rethink Waste statewide collaboration across the three regional groups will also improve information accessible to residents and businesses.

Cradle Coast Waste Services looks forward to reporting on the outcomes of these programs and the progress toward the CCWMG Strategic Plan goals over the next 12 months.

4.2 Cradle Coast Waste Management Group Structure

The Cradle Coast Waste Management Group (CCWMG) was formed in 2007 to improve waste management from a regional perspective, providing efficiencies and economies of scale and provide specialty waste reduction services in the North-West of Tasmania. CCWMG currently represents seven northwest Tasmanian municipal councils. These include Burnie City (BCC), Central Coast (CCC), Circular Head (CHC), Devonport City (DCC), Latrobe (LC), Kentish (KC) and Waratah Wynyard (WWC).

Over the last year the group has been working with King Island and West Coast Council on a range of matters and these two Councils are expected to become formal members in the 2023/2024 year.

The CCWMG is governed by the Terms of Reference (TOR), which was effected on 1st November 2020. This document is currently under review to embrace the new members. The CCWMG currently consists of the General Manager's (GM/s) from the participating Councils.

Current CCWMG members:

- Sandra Ayton (Chair), CCC representative
- Vanessa Adams, CHC Representative
- Simon Overland, BCC representative
- Matthew Atkins, DCC representative
- Gerald Monson, LC and KC representative
- Shane Crawford, WWC representative.

Cradle Coast Waste Services (CCWS), part of the Dulverton Regional Waste Management Authority (DWM), hosts the group and provides project management support and waste expertise to the CCWMG and is represented by Veronica Schilling, CEO or delegated officer.

4.3 CCWMG Strategic Plan

The CCWMG's strategic vision is to:

Deliver a sustainable community in the Cradle Coast region of Tasmania by implementing strategies which minimise waste through increases in waste diversion and recovery.

CCWMG prepares a five-yearly Strategic Plan which details projects and strategies for improvements in resource recovery and waste reduction for member councils and the region's residents and businesses. This Annual Plan and Budget (AP&B) marks the second year of the CCWMG 2022/23 – 2027/28 Strategic Plan Actions.

Four strategic areas are identified in the CCWMG strategic plan which form the basis for budget goals and performance measurements.

The objectives of the CCWMG Strategic Plan 2023-2028 are:

1. By 2028, establish regionally consistent practices for waste management in all member council areas for consistent waste contracts, services and best practice principles
2. By 2028, target 60% MSW resource recovery
3. By 2028, target <10% contamination rate in kerbside recycling bins (based on annual kerbside recycling auditing)
4. By 2028, phase out priority single-use plastics.

These objectives are supported through four key focus areas.

Regional management and planning: *Provide regional planning and coordination of waste infrastructure and services to provide improved resource recovery, delivering efficiencies and reducing costs of services/waste infrastructure with the Waste and Resource Recovery Board (WRRB) as funding partner.*

Waste diversion: *Diversion of materials from landfill to increase resource recovery, extend the life of existing landfills and reduce greenhouse gas emissions from waste.*

Partnerships: *Maintain partnerships with government, planning authorities and the three waste regions to shape waste management policies and regulation to influence future regulatory requirements and identify programs and infrastructure best delivered with a state-wide approach.*

Community engagement: *Work with the community and industry, through education and feedback, to take ownership of waste avoidance and reuse to improve the use of existing and future services.*

4.4 CCWMG Funding

Until 2022/23, the CCWMG was funded by a voluntary levy for waste collected at the regions three landfills; Dulverton (DWM), Port Latta and Lobster Creek. During the 2021/22 FY this levy was charged at a rate of \$5.50 per Tonne and was scheduled to increase by \$0.50 per year for the next ten years.

On 1st July 2022, the Tasmanian State Government initiated a State Landfill Levy of \$20.00 per Tonne, which superseded the regional voluntary levy collection method as ongoing funding for all regional groups was promised from the State. This levy will increase to \$60.00 per Tonne over four years.

The Landfill Levy is managed by the Waste and Resource Recovery Board (WRRB), which is developing a clear path for supporting Statewide infrastructure and circular economy projects.

WRRB funding is delivered through a three-year Grant Deed linked to average tonnages over the previous three years at an income of \$7.50 per tonne and increased by CPI each year. This creates a smoothing function for significant landfill changes. CPI increases are announced in February each year.

In 2022/23, the change to State funding saw a significant uplift from the previous year with an increase of \$2.00 per tonne. The 2022/23 funding amount has been included in the Grant Deed as a base minimum for future years to maintain a baseline in case of tonnage reductions.

The 2023/24 rate is \$7.85 and calculated at 88,024 tonnes. The CCWMG levy income for 2023/24 is \$690,990.

4.5 Budget Expenditure

Total expected income including levy funds, interest income, cost recovery income, and income from waste recovery projects for the 2023/24 year is estimated at \$804,300. Total budgeted expenditure, including cost recovery items, is \$877,701.

As at 1st July 2022, CCWMG had Council contributed funds of \$320,992. These funds were accumulated over time from voluntary levy collections and through project expenditure delays. In the 2022/23 FY, \$81,668 was spent from the retained contributions to cover allocated expenses from previous years.

Significant expenditure is planned over the next two years to support the successful roll out of FOGO services across the region and increase landfill diversion by 10-15%. This expenditure is allocated to FOGO regional rollout and bin assessment programs.

Expenditure for the 2022/23 FY is on track to deliver a surplus of approximately \$197,060. This surplus will be utilised to cover the 2023/24 budgeted deficit of \$73,402. A further deficit of \$77,726 is projected for the 2024/25 FY, with balance of surplus expensed in this year. Three-year budget losses will be covered by CCWMG Council contributions. The balance of total funds held as at June 2025/26 is projected at \$311,849. As expenses are approved from WRRB levy funds, the actual amount utilised will depend on how closely budgets track to actuals.

Table 5: Council Contribution balance 2022 - 2026

Council Contribution Balance	2022/23	2023/24	2024/25	2025/26
Opening Balance/Projected Account Balance:	\$320,992	\$436,384	\$362,982	\$285,257
Carried forward project budgets:	(\$81,668)			
Budget Surplus / (Deficit) for Year:	\$197,060	(\$73,402)	(\$77,726)	\$26,592
Balance of Total funds held:	\$436,384	\$362,982	\$285,257	\$311,849

4.6 Significant changes to budget from previous years

The changes to funding arrangements have created an additional layer of administration and reporting to meet the state Grant Deed requirements and WRRB funding directives. CCWS have added a budget line of NRE CCWMG Reporting to cover this commitment. This budget line is an income stream to CCWS to cover the additional administration costs and time to manage reporting. Keeping this line item separate allows adjustments to be made separately from the management of projects.

Waste management sites in the region have additional reporting requirements due to the landfill levy. It was decided amongst the Councils to select a single Point of Sale (POS) system across all sites. Mandalay technologies was selected for this purpose. Dates for additional site roll on will affect the final costs for these years.

As the income for the group has increased with landfill levy initiation, CCWS have negotiated service fees to be adjusted for the 2023/24 FY and beyond to be calculated at a percentage of income. Income from landfill levy activities must be spent as approved by the WRRB and within the prescribed grant guidelines and timeframes and the subsequent increased workload for managing these projects is best reflected as a percentage.

Additional on-going costs have been included in the Kerbside Recycling and FOGO management. CCWS have added an annual cost to ensure Councils continue to receive kerbside charges with no administration fee.

FOGO Regional rollout has been allocated a one-off amount. This amount has been set aside from previous years to support Councils with the rollout of this significant new service. As mentioned above, the planned deficit for the group over the next few years will drawdown the accumulated funds when delivering this project.

Over the past 10 years, CCWS has collected illegal dumping data through a webform system. In recent years, the State Government have delivered a similar service for the State and most of the regional data has transitioned to this service. As per the CCWMG Litter and Illegal Dumping Strategy 2023-2028, CCWS will no longer deliver an annual report and will support the State Government to deliver this service.

5 WASTE EDUCATION AND AWARENESS PROGRAMS

The Waste Education and Awareness budget provides services and programs which assist with improving public understanding of resource recovery services and recovery contamination issues or improve waste behaviours.

5.1 Ref # 1.01 - Recycling Bin Assessments

Residential recycling bin assessments and contamination education across the region.

Recycling Bin assessments have been an integral part of CCWMG community education projects for many years. This program involves sampling kerbside recycling presentations over a period and assessing of the contents of bins to provide individual feedback on bin contamination levels.

The results of these assessments are reported to CCWMG and assist the messaging and decision making of other communication efforts.

Included within the budget is for CCWS to undertake a comprehensive data analysis and to generate a final report which will detail the following:

- Results of the assessment
- Comparison with previously assessed areas
- The effects the communication campaign may have had on bin contamination
- Recommendations for future media campaigns

5.2 Ref # 1.02 - Recycling Education Schools Program

Rethink Waste Schools Program for educating students in recycling habits across the region.

The Rethink Waste School Education Program educates students on the correct kerbside recycling habits and encouraging children to think about the correct bin for their waste items.

Additionally, education officers assist schools with the implementation of waste audit resources and completing school waste audits. The CCWMG budget allowance enables up to 30 school to participate, with an average of 6 classes per school.

The current program includes a minimum six hours per week for promotion and improvement activities as previous reported to the CCWMG.

5.3 Ref # 1.03 - Recycling Education Public Events

Promote good recycling habits at public events across the region. Includes Repair café at Ecofest.

Promoting good recycling habits at public events can include education officer attendance at events with a booth and educational materials, assisting event organisers with waste planning or educating attendees on the use of bins at point of disposal. This includes assisting event organisers with waste planning and removing problematic plastics.

5.4 Ref # 1.04 - Statewide Rethink Waste Education & Promotion

State-wide waste education & communications, including Rethink Website.

The Rethink Waste website, marketing and communications are a coordinated effort between the CCWMG, NTWMG and STWMA. An MOU is currently in place to continue this service until June 2024. In 2021 the Tasmanian State government committed additional funds to this program and it is hoped that additional funding will be available from the WRRB in the future. Currently CCWS supports the project management and reporting of this project on behalf of the State.

5.5 Ref # 1.05 - FOGO Education & Marketing

FOGO education and communications supporting reduced contamination good practices.

Significant funding has been allocated to this project for the 2023/24 FY. This project will support Councils in marketing the roll out of this service. Depending on timing of Council rollout, some funds may roll into the 2024/25 FY.

5.6 Ref # 1.06 - FOGO Regional Rollout Support

FOGO education and communications for FOGO roll out.

Significant funding has been allocated to this project for the 2023/24 FY. This project will support Councils in marketing the roll out of this service. Depending on timing of Council rollout, some funds may roll into the 2024/25 FY.

5.7 Ref # 1.07 – Regional Marketing Services

Support Regional programs with regional - specific marketing campaigns.

Budget is allocated to develop marketing materials and distribute communications which support regional diversion projects. This supports new and current projects to ensure marketing is up to date and consistent across the region.

6 WASTE INDUSTRY IMPROVEMENTS PROGRAMS

Waste Industry Improvement programs provide funding and services to support Councils in providing waste recovery services.

6.1 Ref # 2.01 - Illegal Dumping Funding

Funding allocated to deliver the CCWMG Litter and Illegal dumping Strategy 2023-2028.

The CCWMG Litter and Illegal dumping Strategy 2023-2028 was developed in April 2023 with the intention to request supporting funding through the WRRB. A budget line item has been allocated to support initial project actions.

6.2 Ref # 2.02 - Regional WTS & RRC Improvements

Funding for Councils to implement recommended actions detailed in the Best Practice Guidelines report, or other relevant initiatives that improve the safety, performance or environmental impact of WTS / RRC.

CCWMG has developed a staged program to support Council sites to achieve Best Practice outcomes over from 2022/23 – 2024/25. The 2023/24 FY will focus on reducing fall risks and leachate and stormwater systems.

6.3 Ref # 2.03 - WTS Staff Training

Allocation for training transfer station staff - may include changes to safety regulations, State levy requirements or new diversion initiatives being rolled out.

CCWMG are developing a training program to support all sites and will cover First Aid, Emergency Management and emergency drills, Fall Arrest systems and site best practice.

6.4 Ref # 2.04 - Customer Service Centre Management

Service call centre to be brought online early to enable smooth transition with current to new recycling contract. Costs to cover policy and process approvals and customer service expectations.

A regional Customer Contact Centre has been included in the Kerbside Collection Tender which is currently under review. It may be preferable to roll this service out in advance of the kerbside collection contract. As this possibility is investigated, budget has been allocated in the 2022/23 Budget for development costs and for implementation in the 2023/24 FY.

6.5 Ref # 2.07 - Contingency for Budgeted Projects and Unknown

Funding allocation for opportunities that arise during the year and projects excesses.

7 WASTE DIVERSION PROGRAMS

7.1 Ref # 3.01 - Household Battery Recycling

Free household battery collection at transfer stations and Council offices covered by B-cycle stewardship. Budget allowance for any incidental costs for the service.

CCWMG will continue to support household battery recycling stewardship, with drop off points available at Council offices and WTS.

7.2 Ref # 3.02 - Fluoro Tube & Globe Recycling

Provision of free fluoro tube and globe collection at transfer stations and Council offices.

CCWMG will continue to fund a free fluoro tube and globe recycling program, with drop off points available at each WTS.

7.3 Ref # 3.03 - E-waste Recycling

Provision of free e-waste collection at transfer stations in each municipality.

CCWMG will continue to fund a free e-waste recycling program, with drop off points available at each WTS.

7.4 Ref # 3.04 - Paint Recycling

Free paint recycling service, covered by the Paint Back Scheme.

The Paintback free paint recycling service has been re-contracted for a period of 10 years across the region, with drop off points available at each WTS. Service will continue until at least July 2031.

7.5 Ref # 3.05 - X-ray Film Recycling

Provision of free X-ray recycling service at WTS and RRC. Small return to CCWMG for collections.

X-ray film collections at Council sites.

7.6 Ref # 3.06 – Mobile Phone Recycling

Provision of free Mobile recycling service at WTS and RRC. Small return to CCWMG for collections.

Mobile Phone collections at Council sites.

7.7 Ref # 3.07 - Kerbside Recycling and FOGO Collection Tender

Management of Kerbside recycling and FOGO contract.

The Kerbside Recycling and FOGO contract covers the full CCWMG region. CCWS approves and on-charges invoices at no additional cost to Councils. CCWMG budget covers CCWS administration, meetings and contract evaluations.

7.8 Ref # 3.08 - Green Mulch Contract

Management of Green waste contract (renewals oncharged as required)

This contract was tendered in the 2022/23 FY. On-going costs are covered in CCWS administration fees unless reviews and Tender negotiations are required.

7.9 Ref # 3.09 - Concrete Crushing Contract

Tender creation and management of Concrete crushing contract.

A concrete crushing contract is planned to be delivered in the 2023/24 FY. This service should provide reduced costs to Councils and improved safety and processes around concrete diversion. Additional funds are being sought through WRRB application and should these be received, funds will be made available for other projects.

7.10 Ref # 3.10 - Household Hazardous Waste

Host collection events of Household waste chemicals.

Annual collection events have been budgeted for on-going. This service has been well received and Collection for the 2023/24 year will aim to recover 4,000kg.

7.11 Ref # 3.11 - Tyre Subsidy

Provide a \$2/tyre subsidy for tyre recycling (up to 500 tyres per Council).

This service has been continued for the current WRRB Grant period. Additional funds have been allocated to support special clean up projects and illegal dumping.

7.12 Ref # 3.12 - Contingency for Budgeted Projects and Unknown

Funding allocation for opportunities that arise during the year and projects excesses.

8 GOVERNANCE AND PROGRAM DELIVERY

The CCWMG Governance, maintenance and reporting and administration services are covered in this section.

8.1 Ref # 4.01 - CCWMG Annual Report

CCWS will develop the 22/23 Annual Report for approval by the CCWMG. This budget covers the cost for professional publication.

8.2 Ref # 4.02 – Mandalay Head Office

Software service fees for franchisor level service. Site fees are on-charged to Councils.

8.3 Ref # 4.03 Waste Governance

Funding to transition into the new Waste Governance Model, including the costs associated with developing an agreement. Funding will be allocated and utilised as required.

8.4 Ref # 4.04 - CCWS Administration Management

CCWS is commissioned under the CCWMG TOR to manage CCWMG programs, finances and provide administrative assistance. This includes the preparation and distribution of:

- CCWMG Annual Report
- CCWMG Annual Plan and Budget
- Regional Waste data reports
- General financial management.

8.5 Ref # 4.05 - CCWS Project Management

CCWS is commissioned under the CCWMG TOR to manage CCWMG projects and regional contracts. This includes project design, delivery, contract oversight and CCWMG reporting.

8.6 Ref # 4.06 – NRE CCWMG Reporting

Additional administrative costs to cover CCWS time for reporting and delivery requirements.

9 FINANCIALS

Table 6: Forecast 2022/23 Closing Balance

Forecast 2022/23 Closing Balance Regional Waste Management Levy	
Opening Balance as at 01/07/2022	\$320,992
Waste Levy Income to 30/06/2023	\$590,250
Other income (<i>Interest, Expense recovery, Specific waste streams</i>)	\$102,200
Forecast Expenditure to 30/06/2023	(\$577,058)
Forecast closing CCWMG Waste Levy Account balance at 30/06/2023	\$436,384

Table 7: Forecast 2023/24 Income & Expenditure Summary

Forecast 2023/24 Income & Expenditure Summary Regional Waste Management Levy	
<i>Forecast opening CCWMG Account balance 01/07/2023</i>	<i>\$436,384</i>
Income received for 2023/24	
Forecast 2023/24 levy funds received (@ \$7.85/t)	\$690,990
Forecast Interest Income	\$1,310
Forecast Expense Recovery Income (<i>projects other WMGs and Councils contribute to</i>)	\$108,000
Forecast Income from Specific Waste Streams (<i>X-ray and mobile phones</i>)	\$4,000
Total Income	\$804,300
2023/24 CCWMG Projects	\$769,701
2023/24 Expenses to be recovered	\$108,000
Total Expenditure	\$877,701
Forecast closing CCWMG Waste Levy Account balance at 30/06/2024	\$362,983

10 CCWMG 10YR FINANCIAL PLAN (5YR SUMMARY)

The full CCWMG 10 Year Financial Plan (10YFP) is located under Appendix 1. Table 8 provides a summary of the Assumptions, Income and Expenditure forecasts within the 10YFP over the next five years. It must be noted that this plan is subject to change as circumstances change and all projects detailed within the 10YFP are required to be considered as part of the relevant Annual Plan and Budget process.

Table 8: 5 Year Excerpt from the CCWMG 10 Year Financial Plan

Assumptions	2023/24	2024/25	2025/26	2026/27	2027/28
Total Levy Amount/t:	\$7.85	\$8.12	\$8.41	\$8.62	\$8.83
Landfill Waste (Tonnes):	88,024	91,615	91,512	91,288	92,386

Income Forecasts	2023/24	2024/25	2025/26	2026/27	2027/28
Opening Balance:	\$436,384	\$362,982	\$285,257	\$311,849	\$298,117
Waste Levy Income:	\$690,990	\$655,028	\$631,019	\$637,340	\$652,974
Interest Income:	\$1,310	\$726	\$571	\$624	\$596
Income – Specific waste streams:	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Expense Recovery Income:	\$108,000	\$113,000	\$65,000	\$65,000	\$70,000
Total Income:	\$804,300	\$772,754	\$700,590	\$706,964	\$727,570

Expenditure Forecasts	2023/24	2024/25	2025/26	2026/27	2027/28
Waste Education and Awareness Expenses:	\$358,050	\$327,242	\$277,920	\$274,615	\$289,950
Waste Industry Improvements Expenses:	\$114,000	\$106,150	\$71,365	\$86,524	\$86,687
Waste Diversion Program Expenses:	\$213,962	\$213,370	\$164,238	\$162,594	\$171,034
Governance and Program Delivery Expenses:	\$191,689	\$203,717	\$160,474	\$196,963	\$190,583
Total Expenditure:	\$877,701	\$850,479	\$673,998	\$720,696	\$738,254

Profit / Loss for the year	-\$73,402	-\$77,726	\$26,592	-\$13,732	-\$10,684
Closing Balance	\$362,982	\$285,257	\$311,849	\$298,117	\$287,432



**PARTNERSHIP AGREEMENT
BETWEEN
YOUTH, FAMILY & COMMUNITY CONNECTIONS
AND
DEVONPORT CITY COUNCIL**



1 JULY 2023 TO 30 JUNE 2028 – 5 YEAR AGREEMENT

1.0 PURPOSE

This Agreement establishes a set of principles and obligations in relation to funding arrangements and activities between the Devonport City Council (Council) and Youth Family and Community Connections (YFCC) to enhance the delivery of a range of youth services in Devonport.

2.0 TIMEFRAME

This agreement is for a period of five (5) years from the date of signing and is to be reviewed every twelve (12) months.

3.0 YFCC OVERVIEW

YFCC are a non-profit organisation based on the North West Coast of Tasmania who provide young people and families in the region with access to the support, encouragement and resources they need to make a positive contribution to their community. This is achieved through the identification of issues and the development, and implementation of appropriate tools and strategies.

4.0 OBLIGATIONS OF THE PARTIES

Council and YFCC agree to:

- 4.1 engage in timely, cooperative and meaningful consultation and negotiation regarding the formulation of policies, plans and activities which affect this Agreement;
- 4.2 relate to the other party in a manner that is coordinated and consistent;
- 4.3 ensure that specific contracts, arrangements, policies and plans entered into or carried out by the parties are consistent with the Agreement;
- 4.4 subject to privacy legislation and policies, share relevant data and information to inform strategic planning and service delivery;
- 4.5 develop processes to promote a common understanding of mutual priority needs; and
- 4.6 develop a process for review of the effectiveness of this Agreement with progress assessed twelve months from the date that the Agreement comes into effect.
- 4.7 understand and respect for each party's mandates and responsibilities;
- 4.8 each party is responsible for maintaining control of their own affairs;
- 4.9 subject to relevant legislation and policies (i.e. *Financial Management Act 2008*), the transparency of financial relations between the Council and YFCC in order to enhance decision-making;

- 4.10 shared focus on ensuring the ongoing sustainability of the operations of 62 and 64 Stewart St, Devonport.

5.0 STATEMENT OF RESPONSIBILITIES

YFCC will:

- Provide Council with a short Annual Report in May of each year which includes annual data on youth and community activities
- provide a copy of YFCC's public liability and personal accident insurance annually
- Adhere to its responsibilities under the Indenture of Lease between Council and YFCC for the premises at 62 and 64 Stewart Street, Devonport
- Provide \$20,000 in kind for youth and community focussed activities on behalf of Council in accordance with the following programs/services/activities:

Alcohol & Other Drug (AOD) counselling: YFCC has two teams of AOD counsellors based at the Junction, Devonport. One team is focussed on youth (12 – 24yrs) and the other is for the broader community. The services offered include counselling (both on site and outreach), referrals and case coordination.

Youth Engagement Program: This includes a range of activities designed to provide positive recreation for young people and increase their knowledge of local services available to them. The two main components of this are weekly afternoon activities during school term and school holiday programs outside of term. This can also include extra activities to celebrate events such as NAIDOC Week, International Women's Day etc

Needle & Syringe Exchange Program: The Tasmanian Needle and Syringe Program (NSP) is a public health initiative to minimise the spread of blood borne viruses HIV/AIDS and hepatitis B and C among injecting drug users and to the wider community.

Integrated Family Support Services: YFCC's Family Support Services team aims to promote the safety, stability and wellbeing of children, young people and their families, working with families to identify strengths and identify positive and sustainable solutions to challenges they may be facing.

Community Hub: As well as the programs and services listed here, YFCC make The Junction available to other services and organisations working with young people and the community. This can include the use of counselling spaces, meeting rooms and the kitchen.

Emergency Relief Program: Offering financial support, via vouchers for groceries, fuel etc, for community members experiencing a period of financial distress or pressure

One Door Policy: YFCC have a 'one door' policy ensuring that the person leaves with the contacts, knowledge or information they seek.

Collaborate with and recognise DCC's support: Wherever appropriate YFCC's promotional materials (signs, posters, website etc) will acknowledge the support received from Council. YFCC will also actively partner with Council's officers on projects such as Youth Week, School Holiday Programs and any other identified youth initiatives in accordance with Council's Regional Youth Strategy 2019-2024.

6.0 Council will:

- adhere to its responsibilities under the Indenture of Lease between Council and YFCC for the premises at 62 and 64 Stewart Street, Devonport
- commit to work with YFCC to identify community based projects to partner with YFCC programs (employment and training)
- assist in the marketing and promotion of the services delivered in partnership through Council's communication mediums
- provide information and advice on planning and building applications and consider waiving permit fees if internal changes are required to the building for improved services;
- partner with YFCC to identify, facilitate and develop initiatives which respond to changing need within the community;
- partner with YFCC. to apply for funding to address issues identified within the community and future facility requirements;
- report to Council annually on agreed performance indicators;
- promote Council and YFCC partnership on any promotion of activities/ programs and initiatives which are identified within the partnership agreement;
- promote YFCC and Council Partnership on Council website (including a DCC link to the YFCC website) and facebook page;
- include Council logo on promotion of agreed services and activities;
- include Partnership Agreement outcomes in Council's Annual Report.

Note this agreement excludes YFCC from accessing additional funds through Council's Small Grants Scheme, Donations and other avenues.

7.0 MANAGING DIFFERENCE, EVALUATION AND REVIEW

The parties agree to work constructively to honour the terms of the Agreement.

The parties agree that in the event of a party stating that one or more undertakings in the Agreement is not being fulfilled that the parties will use best endeavours to ensure that the undertaking is satisfied or that an alternative solution is agreed.

The parties agree to monitor the implementation of the Agreement and evaluate its effectiveness on an annual basis; however The Agreement can be amended with the agreement of both parties at any time.

Two way feedback and monitoring will be through the YFCC Coordinator and Council's Community Services Manager.

Both parties commit to regular dialogue and collaboration on improving outcomes for the youth of Devonport.

If YFCC otherwise fail to comply with the terms of The Agreement after having been given 30 days notice to rectify then the Council may terminate this Agreement. YFCC may terminate the Agreement at any time providing Council with reasoning and 30 days notice.

8.0 SIGNATORIES OF THE PARTIES

Executed as an agreement on the day of 2023.

THE COMMON SEAL of Youth Family and)
Community Connections was affixed on the)
 day 2023 in the presence of:)

.....
Chief Executive Officer

.....
Chief Financial Officer

THE COMMON SEAL of the Devonport)
City Council was affixed on the day of)
 2023 in the presence of:)

.....
Mayor

.....
General Manager



**Report on Partnership Agreement between Devonport City Council and
Youth, Family & Community Connections Inc.**

July 2023



1.0 Background

YFCC report to DCC on Partnership: July 2023

The Partnership Agreement between Devonport City Council (DCC) and Youth, Family and Community Connections (YFCC), which is what sits behind this report, was first signed in June 2013. This year marks the tenth anniversary of the formal partnership between the two organisations, which is built upon a history of working together in collaborative approach focussed on providing benefit to the community.

The Partnership Agreement was originally focussed on service provision to young people (12 – 24 years) living, working or attending school in the Devonport municipality. Overtime it has grown to recognise the broader community benefit of the services and programs YFCC make available.

YFCC also lease 62 Stewart St, Devonport (next door to 64 Stewart St) from DCC, and this is where the organisation's head office is located.



Image: 62 Stewart St – YFCC Head Office

2.0 Services available at the Junction?

Services available by YFCC at 62 and 64 Stewart Street as of July 2023 include:

- Drug & Alcohol Counselling and Case Management
- Youth Health Promotion Programs
- Youth Engagement Program (afternoon and school holiday activities)
- Family Support Service
- Emergency Relief Program (financial support)
- Needle & Syringe Program and disposal.
- Free feminine hygiene pack vending machine.
- Emergency Relief Program
- Therapeutic Groupwork

3.0 Value-adding

YFCC report to DCC on Partnership: July 2023

YFCC's focus on partnerships and collaboration that benefit the community have brought many outcomes to the Devonport community. Some of these are quite simple, such as our staff donating clothing items which we make available at our entrance to anyone who is in need. More formalised partnerships like we have with Working It Out ensures people identifying LGTBTIQ+ people have programs and services appropriate to their needs. YFCC have also undertaken a Reconciliation Action Plan which will further shape and improve the way we support our First Nations peoples (both staff and clients).

The Junction often acts as the first step to people seeking support. On a regular basis, community members who are seeking support come through our doors not sure where to go. YFCC's no wrong door policy means we take the time to sit down and hear everyone and take the time to identify which is the correct service for that person. This often includes calling the relevant service, so the community member is expected and well received when they arrive or call.

4.0 Delivery on DCC Strategies

YFCC's work in the Devonport community supports a number of DCC Strategies and Plans including;

- Living Well – Devonport Health and Wellbeing strategy 2022 – 2033
Being Well, Connecting Well and Belonging focus areas
- Regional Youth Strategy 2019 – 2024
Strategic Focus 1: Personal Growth and Development
Strategic Focus 2: Health and Wellbeing
- Live and Learn Strategy
Objective 1.4 Support & celebrate the learning and development of children.
Objective 2.3 Build access and create opportunities for continual personal development & capacity.

5.0 Statistical snapshot:

- 56 Afternoon Activities Sessions, with over 460 participants. During this period we also partnered to deliver Arvos at Pathway Shed in East Devonport
- 28 School Holiday Program activities with 275 participants.
- 14 other local service providers accessing the building to work with community. This includes Working It Out, MAIB counselling and Wellways.
- 6 additional events celebrating themed weeks/days such as International Women's Day, NAIDOC week and Youth Week Tasmania.
- Over 1520 client counselling sessions at the Junction for:
 - Substance misuse
 - Employment
 - Family Support
- 117 Health Promotion workshops delivered in local high schools and colleges.

YFCC report to DCC on Partnership: July 2023

DATED:_____2023

DEVONPORT CITY COUNCIL

to

YOUTH, FAMILY & COMMUNITY CONNECTIONS

INDENTURE OF LEASE

BY THIS INDENTURE OF LEASE made the day of 2023
BETWEEN

DEVONPORT CITY COUNCIL of 137 Rooke Street, Devonport in Tasmania (ABN No. 47 611 446 016) ("the Landlord") which term where the context permits, includes the Landlord's successors, administrators and assigns and the Landlord's agent.

YOUTH, FAMILY AND COMMUNITY CONNECTIONS (ABN No. 87 339 807 873) the Registered Office of which is situate at 62 Stewart Street, Devonport in Tasmania ("the Tenant") which term where the context permits, includes the Tenant's successors, administrators and permitted assigns.

IT IS WITNESSED:

1. The Landlord lets and the Tenant takes the premises (including the Landlord's fixtures and fittings) described as in the First Schedule ("the premises", which term, where the context permits includes any part of the premises) to hold the premises to the Tenant from the 1 July 2023 until the 30 June 2028 ("the term"), with an option to renew for a further five year period at the expiration of the current term, paying rent ("the rent") annually in advance being due and payable on the first day of the commencement of this lease as follows:
 - 62 Stewart Street, Devonport – FOURTEEN THOUSAND, NINE HUNDRED AND SIXTY SIX DOLLARS (\$14,966) plus GST per annum
 - 64 Stewart Street, Devonport – TEN THOUSAND, SIX HUNDRED AND NINETY DOLLARS (\$10,690) plus GST per annum.
2. THE TENANT covenants with the Landlord:

Payment of Rent

- (1) To pay the rent on the days provided in clause 1 either to the Landlord or in such other manner as the Landlord requires by prior written notice.

Charges

- (2) To pay all charges in respect of electricity, licences, water and sewerage and all other outgoings in respect of the Tenant's use of the premises.

Premises Maintenance

- (3) Subject to the Landlord's obligations provided in Clause 3 and to fair wear and tear and damage by any risk against which the Lease requires the premises to be insured, and to at all times keep the:
 - (a) interior of all buildings on the premises including the floors and ceilings;
 - (b) Landlord's fixtures and fittings;in a clean, tidy, good and substantial repair and condition.
- (4) The Tenant shall be responsible for all cleaning (including, but not confined to: all cleaning materials, hand towels and toilet rolls) of the entire premises. The Tenant will also be responsible for providing cleaning equipment and materials.
- (5) The Tenant shall be responsible for maintaining the surrounding landscape of the existing building and to at all times keep the car park area in a clean and tidy condition.

Insurance

- (6)
 - (a) For the term of the lease to insure against public risk for twenty (20) million dollars at least to cover all matters normally covered by public risk insurance policies, including cover against:
 - i. personal injury or death caused to any person on the premises used by the Tenant; and
 - ii. damage caused to the premises by the Tenant's workmen, invitees, licensees, agents and employees.
 - (b) In respect of all insurance policies which the Tenant is required to maintain, to:
 - i. insure in the name of the parties and such other persons as the Landlord reasonably requires for their respective interests; and
 - ii. produce either a certificate as to currency or the policies and receipt for premia to the Landlord within seven days of the Landlord's written notice to that effect to the Tenant.

Inspection and Repairs

- (7) To permit the Landlord, with or without workmen and others, at all reasonable times to enter and inspect the condition of the premises.

- (8) So far as the Tenant is liable to do so, without delay to do all repairs and works ("the repairs") which the Lease requires the Tenant to do and which the Landlord by written notice requires to be done. If within fourteen days after receipt of such notice the Tenant does not proceed diligently with the repairs the Landlord may enter the premises and do the repairs at the Tenant's cost.

Restriction to Permitted Use

- (9) Not without the Landlord's prior written consent (which consent shall not be unreasonably withheld) to carry on in or on the premises any trade, business or profession other than the conduct of support services targeting young people and families.

The Tenant also agrees to incur all public liability regarding the suitability of activities to be undertaken on the premises, and the size, facilities and layout of the premises required to undertake those activities. (The "permitted use", which term shall include any use to which the Landlord has consented).

Other Restrictions

- (10) Not to do any act, matter or thing in or on the premises which may:
- (a) be or become a nuisance, annoyance or damage to the Landlord or the occupiers of other property in the neighbourhood; or
 - (b) cause a higher fire insurance premium to be paid in respect of the premises or which may void any policy of such insurance.

Alterations, Additions etc

- (11) Not (except as required by the next clause or otherwise without the Landlord's prior written consent which may be subject to any condition) to erect or make any alterations in or additions to the construction or arrangement of the premises nor alter nor injure any of the walls, timbers or floors of the premises.

Compliance with Statutes etc

- (12) To comply with all the requirements of all Statutes, Regulations, Planning Schemes, Licences and By-laws in relation to the Tenant's use of the premises and not to do any act, matter or thing which may become a breach of any Statute, Regulation, Planning Scheme, Licence or By-law,

but the Tenant shall not be required to carry out any works of a structural nature.

Assignment etc

- (13) Not to mortgage, charge, assign, underlet or part with the possession of the premises or declare a trust with respect to the Tenant's interest in the premises without the Landlord's prior written consent and compliance with reasonable conditions imposed by the Landlord on such consent. The Landlord may refuse to consent or impose any condition on its consent without giving any reason.

Signs

- (14) Not to erect any sign which is readable from the outside boundaries of the premises other than a sign or signs promoting the permitted use.
- (15) Electoral signage is not permitted to be affixed to any tenant owned property on Council owned or controlled land or buildings, in accordance with Devonport City Council's Electoral Signage Policy.

Not to Permit Defaults

- (16) Not to allow, permit or suffer to be done any act, matter or thing which the Tenant has agreed in this Lease not to do.

Indemnity

- (17) To indemnify and keep indemnified the Landlord from and against all:
- (a) loss or damage to the premises or any property or articles on or in the premises caused by the negligence of the Tenant or any employee, agent, contractor, customer or visitor of the Tenant (without limiting this indemnity) in particular by the negligent or careless misuse, waste or abuse of water or electricity;
 - (b) damages, moneys, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made against the Landlord for any injury sustained by any person when using, entering or being near the premises where such injury arises as the result of the negligence of, or the creation of some dangerous thing or state of affairs, by the Tenant or any employee, agent, contractor, customer or visitor of the Tenant and whether or not the

existence of such dangerous thing or state of affairs was known or ought to have been known to the Landlord; and

- (c) costs, claims or demands which may arise by reason of any breach by the Tenant of any of the Tenant's covenants.

On Termination:

- (18) At the expiration or earlier termination of the term or any extended term:
 - (a) at the Landlord's request, and at the Tenant's expense, to remove all advertisement signs and notices which have been painted or displayed on or fixed to the premises and to make good any damage or disfigurement caused to the premises by such removal; and
 - (b) to peaceably surrender and yield up to the Landlord the premises together with any additions to the premises in the same state of repair and condition as the Tenant is liable to maintain the premises under the provisions of this lease.

Costs on Default

- (19) To pay all moneys, costs (including charges for legal advice or assistance), charges and expenses which the Landlord may pay, incur or expend:
 - (a) in consequence of any default (or threatened default) in the performance or observance of any covenants contained in this lease and to be performed or observed by the Tenant;
 - (b) in the exercise or enforcement of any power or authority contained in this lease; or
 - (c) in consequence of any request by the Tenant under any covenant, clause or condition of this leaseimmediately the Landlord shall demand the same.

3. THE LANDLORD covenants with the Tenant:

Peaceful Enjoyment

- (1) If the Tenant pays the rent and performs and observes the covenants, agreements and conditions on the Tenant's part to be performed and observed, the Tenant shall peaceably hold and enjoy the premises during the term without any lawful interruption or disturbance from or by the

Landlord or any person rightfully claiming through, under or in trust for the Landlord.

Premises Maintenance:

- (2) Subject to fair wear and tear and damages by any risk against which the lease requires the premises to be insured, at all times keep:
- (a) the exterior of the premises (including the exterior walls) but excluding those portions for which the Tenant is liable for repair; and
 - (b) all water pipes, drains, sewers and electrical wiring at the premises
- in good and substantial repair, weatherproof and watertight.

Rates and Land Tax

- (3) To pay all rates, taxes, charges and assessments payable in respect of the premises, including land tax.

Insurance

- (4) To insure against fire, storm, tempest, flood, earthquake, explosion and other usual risks and keep insured the premises including the plate glass in the joint names of the parties for their respective interests but the Landlord may in addition insure in the name of such other persons as the Landlord reasonably requires.

Structural Works

- (5)
- (a) To carry out such works ("the works") of a structural nature to the premises as are time to time required to ensure that the premises comply with the requirements of all Statutes, Regulations, Planning Schemes, and By-laws on respect of the permitted use.
 - (b) If the Landlord is unwilling or unable to carry out the works, the Landlord may give written notice to that effect to the Tenant and the Tenant may within 21 days of receipt of such notice, terminate this lease.
 - (c) If the Landlord carries out any works pursuant to this clause, the rent from the date of completion of the works shall be mutually agreed and, if there is a dispute as to the rent, the dispute shall be referred to arbitration.

Access for New Services through Non Leased Areas

- (6) To permit the Tenant at the Tenant's cost in all things and in accordance with such reasonable conditions as the Landlord shall impose, to install, construct or affix on, in or through the balance of the Landlord's premises and to or from the premises such new or additional electric wiring, gas pipes, water pipes, drains or sewers as the Tenant reasonably requires for the conduct of any aspect of the permitted use.

Access to Repair Services through Non Leased Areas

- (7) To permit the Tenant and the Tenant's workmen, contractors and agents access to the balance of the Landlord's premises for the purpose of inspecting, repairing, maintaining, renewing or replacing any electrical wiring or appliances, water pipes, drains or sewers as at any time serve the premises.

4. IT IS MUTUALLY AGREED:

Rent Variation

(1)

- (a) At the expiration of each year of the new term, (which dates are called "the review date") the rent payable may be varied and a new rent ("the reviewed rent") for each succeeding period until the next review date shall be determined as follows and shall (subject to subclause (b)) become payable in all respects as if such reviewed rent had been substituted as the rent payable under this Lease;
- (i) The reviewed rent shall be calculated by multiplying the rent for the first term by the following fraction: "A/B" where B is the index number for the quarter ended immediately before the date of the commencement of this Lease and A is the index number in respect of the quarter ending immediately before the review date;
- (b) For the purposes of this Clause, "index number" must be the consumer Price Index All Groups number applicable to Hobart as published by the Australian Bureau of Statistics or their successors.

- (c) The Tenant shall not be required to pay the reviewed rent (but shall be entitled to pay the rent set immediately prior to the review date) until the Council gives to the Tenant at least three (3) prior working days written notice of the fraction determined pursuant to subclause (a) (i) and the amount of the reviewed rent, but within one (1) month of the giving of such notice the Tenant shall pay to the Landlord any arrears of the reviewed rent from the review date to the date of payment.
- (2) Despite any provision of the preceding clause, the rent in any period shall not be less than the rent for the preceding period.

Cease Operations

- (3) Should the Tenant's operations cease, or become financially unviable, they are to give notice to the Landlord that they wish to be released from either or both of the premises and given one month's notice of their intention to vacate.

First Right of Refusal

- (4) If at any time during the term of this Lease the Landlord wishes to sell either of the premises, the Landlord must:
 - (a) Notify the tenant of its intention prior to placing the premises on the open market or inviting offers for the purchase of the premises;
 - (b) Invite the Tenant to offer to purchase the premises within thirty (30) days of service of the notice in clause (4)(a); and
 - (c) Not to place the premises on the open market or invite offers to purchase the premises from any other person until the expiration of the said thirty (30) days or until its rejection of any offer made by the Tenant to purchase the premises, whichever is the earlier, and then not accept any lower price offer and the terms of the proposed contract and giving the Tenant the opportunity to enter into a contract to purchase the premises at the lower price and on those terms within fourteen (14) days from receipt of notice of the lower offer.

Essential Terms

(5)

- (a) In respect of the Tenant's obligation to pay rent, the acceptance by the Landlord of arrears (or any late payment of rent) shall not constitute a waiver of the essentiality of the Tenant's obligation to pay rent in respect of those arrears (or of the late payments) or in respect of the Tenant's continuing obligation to pay rent during the term.
- (b) The Tenant covenants to compensate the Landlord in respect of any breach of an essential term of this lease and the Landlord is entitled to recover damages from the Tenant in respect of such breaches. The Landlord's entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this lease).

Default

(6) If, and whenever, the Tenant:

- (a) is in arrears for 14 days in payment of any part of the rent (whether or not any formal or legal demand has been made);
- (b) assigns, underlets or parts with the possession of the premises except as permitted by this lease;
- (c) fails or neglects to perform or observe any of the covenants of this lease;
- (d) suffers any execution to be levied against the goods or the property on the premises;
- (e) commits any act of bankruptcy;
- (f) if the Tenant is a corporation, enters into liquidation voluntarily or otherwise (except for the purpose of amalgamation or reconstruction); or
- (g) a receiver is appointed of all or any of the Tenant's property:

then it shall be lawful for the Landlord (or the Landlord's agent) to enter on the premises (or any part of the premises in the name of the whole) and the Tenant's tenancy shall then absolutely terminate, but without prejudice to any right of action or remedy of the Council in respect of any breach of any of the terms of this lease.

Non-Waiver

- (7) Any time or other indulgence granted by the Landlord to the Tenant, any failure of the Landlord to exercise in any respect any rights provided by this lease, or any acceptance by the Landlord of any rent payment shall not be deemed to be a waiver of any such rights.

Destruction of Premises

- (8)
- (a) If the premises are damaged by any event against which the premises are insured, the party receiving the insurance moneys shall promptly expend the same in making good the damage.
 - (b) If the premises are destroyed or rendered unfit for the permitted use by some cause not occasioned by the willful default of the Tenant and the insurance policy on the premises has not been vitiated or payment of the policy moneys refused in consequence of some act or default of the Tenant, the rent and any other payments due by the Tenant to the Landlord pursuant to this Lease (or a fair and just proportion of them according to the nature or extent of the injuries sustained) shall be suspended until the premises are rendered fit for occupation for the permitted use (including any reasonably required fitting out period).
 - (c) If the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impracticable or undesirable, the Landlord or the Tenant can terminate this lease by giving no less than seven (7) days notice in writing of termination to the other and no compensation is payable in respect of that termination.
 - (d) Any dispute with respect to this clause shall be referred to arbitration.

No Representations

- (9) The Tenant acknowledges that no promise, representation, warranty or undertaking (other than any specifically set forth in this lease) has been given by (or on behalf of) the Landlord or relied on by the Tenant in respect of the suitability of the premises for any purpose (including the permitted use), or as to the fittings, finish, facilities and amenities of the

premises and all warranties (if any) implied by law are (as far as legally possible) expressly negative. This lease embodies the entire understanding and the whole agreement between the parties.

Arbitration

- (10) Any dispute arising in respect of this lease may be referred to arbitration and where this lease provides that any dispute shall be referred to arbitration the dispute shall be referred to the award of a single arbitrator, if the parties can agree on one, and otherwise two arbitrators, one to be appointed by each party and in either case in accordance with the provisions of the *Commercial Arbitration Act 2011*.

Holding Over

- (11) If the Landlord permits the Tenant to continue in occupation of the premises after the term (or any extended term), the Tenant shall continue to occupy the premises as a tenant from month to month, but otherwise on the same terms as set out in this lease.

Notices

- (12) Any notice to be given under this lease shall be sufficiently given:
- (a) To the Tenant if signed by the General Manager of the Devonport City Council or the Landlord's solicitor and left addressed to the Tenant on the premises or posted to the Tenant at 62 Stewart Street, Devonport.
 - (b) To the Landlord if signed by the Tenant or the Tenant's solicitor and addressed to the Devonport City Council and left or forwarded by post to the General Manager at PO Box 604, Devonport or the Devonport City Council Chambers.

A notice sent by post shall be deemed to be given at the time when in due course of the post it would be delivered at the address to which it is sent.

E-mailed Notices

- (13) A party may give written notice to the other party by email transmission ("email") if that email:
- (a) is written on properly identifiable official letterhead;

- (b) is signed by or on behalf of the party giving the notice in the manner required by the preceding clause; or
- (c) is transmitted to such email address as the receiving party has from time to time by written notice specified as the receiving party's email address for the purposes of this clause, or, if no such email address has been specified, the email address (if any) shown from time to time on the receiving parties normal letterhead.

A notice given by email shall be deemed to be given at the time when the email machine prints or displays confirmation of the receipt of the notice by the receiving email machine, but if such time is not during the hours of 8.05 am to 5.00pm Monday to Friday, or is during a public holiday, shall be deemed to have been given at 9.00am on the following day which is not a Saturday, Sunday or public holiday.

THE FIRST SCHEDULE

The properties situate and known as 62 Stewart Street and 64 Stewart Street
Devonport in Tasmania, as shown hatched in blue on the attached plan (including
car park spaces as included in hatched area) (Attachment 1).

IN WITNESS the parties have this day set their hands and seals.

THE COMMON SEAL of the DEVONPORT CITY)
COUNCIL was affixed on the)
of 2023)
in the presence of:)

.....

General Manager

.....

Mayor

THE COMMON SEAL of YOUTH, FAMILY)
AND COMMUNITY CONNECTIONS)
was affixed on the of)
2023, in the presence of:)

.....

.....



BUILDING MAINTENANCE SCHEDULE

Lessee: Youth and Family Focus**Property address: 62 & 64 Stewart Street, Devonport**

ITEM	LESSEE RESPONSIBILITY	COUNCIL RESPONSIBILITY
Utilities – power, phone, gas, water & sewerage etc	Pay 100% of service and usage charges	No responsibility
Rates and Land Tax	No responsibility	Full responsibility
Insurance	Provide cover for all goods, structures and chattels belonging to the Tenant. \$20 Million Public Liability insurance required	Building insurance cover only
Vandalism	Report any damage to Council assets	Insurance claim repairs to be assessed
Food handling areas and equipment	Full responsibility. Comply with Food Premises licencing requirements	No responsibility
Hygiene	Keep amenity areas in a clean and hygienic state	No responsibility
Furniture and Fittings	Full responsibility	No responsibility
Curtains and blinds	Full responsibility	No responsibility
Ceilings	Report damage. General cleaning and maintenance	Major repairs and replacement due to age or structure fault
Internal doors (including cupboard doors and door furniture)	Full responsibility	Major repairs or replacement due to age or structure fault
Electrical wiring and fittings	No responsibility	Major repairs or replacement due to age or fault
Fire extinguishers	Report when discharged or damaged	Full responsibility
Floor surfaces and coverings	General maintenance and condition	Replacement or repair due to age
Glass	To keep clean and replace when breakage occurs	Repairs due to age or structure fault
Keys and locks	Report damage; Responsible for keys issued and cost of replacement, if required	Repairs due to age or structure fault; Responsible for key control
Light globes and fittings	General maintenance and globe replacement	Replacement or repair of fittings due to age or fault
Plumbing and fixtures	Minor maintenance	Repairs or replacement due to age or structure fault
Plumbing waste pipes	Minor maintenance	Repairs or replacement due to age or structure fault
Painting	Internal and external painting	No responsibility
Walls	Responsible for general maintenance	Responsible for repair or replacement due to age or structure fault
Building external	No responsibility	Full responsibility
Roofs	General maintenance, repairs and keep gutters clear	Repairs due to age or structure fault

BUILDING MAINTENANCE SCHEDULE

ITEM	LESSEE RESPONSIBILITY	COUNCIL RESPONSIBILITY
Building alterations	For determining and documenting the specific needs of the building and refer any requests for building alterations to Council	For assessing all requests submitted and if approved by Council, ensuring satisfactory completion of work by the responsible parties. Major items may be subject to budget considerations
Access roads and paths	To keep clear and free of rubbish	Repair due to structure fault
Culverts and drains	To keep clear and free of rubbish	Repair or replacement due to age or structure fault
Grounds, gardens	To keep gardens landscaped and all external areas tidy	No responsibility
Car parking spaces	To keep clean and tidy	Major repairs due to age or fault

Future of Local Government Review

Devonport City Council

Stage 2 Interim Report Submission

As adopted unanimously at its ordinary meeting on **Monday, 24 July 2023.**

Introduction

Devonport City Council (DCC) welcomes the opportunity to provide this submission in response to the Future of Local Government Review's Stage 2 Interim Report.

This submission is the fourth provided by DCC in response to the Review and is generally consistent with views provided in earlier submissions. Included below are comments in response to the Interim Report and the catchment scenarios.

1. Response to key themes or conclusions in the Stage 2 Interim Report that are supported by DCC

DCC agree there are undeniable structural sustainability challenges within local government in Tasmania and supports the Boards conclusion that 'scaling up' is essential to deliver on community expectations.

DCC supports structural boundary reform to ensure councils have the requisite scale, resources, capability and capacity to deliver on their critical functions.

In addition to greater scale, there are many other beneficial outcomes to boundary reform, as outlined below. These benefits, are particularly relevant to larger population centres, where scale already exists:

- Improved strategic planning outcomes, including land use and infrastructure considerations.
- More strategic long-term infrastructure investment outcomes
- Improved cost equity
- More consistent service delivery standards
- Greater capacity to engage, manage, and optimise outcomes on regional or statewide matters.

Whilst DCC previously favoured fewer larger councils over a hybrid model, the rationale behind the recommended hybrid model is now understood and accepted, given the clarity that most scale benefits should come from boundary consolidation rather than service sharing. DCC supports the view that mandated shared services may not be necessary or beneficial in larger, urban council areas, but rather should be used as a mechanism to assist smaller rural communities, where remoteness makes boundary consolidation difficult.

DCC supports most of the 33 specific reform initiatives previously presented by the Board and considers these generally worthy of pursuing and beneficial for the future of local government in Tasmania. However, DCC also endorses the Board's latest observation that these specific reforms are

secondary to the need for structural reform, and in many cases would not be achievable unless the scale and capacity of councils was increased.

Whilst most accept the status quo is not a sustainable option, evidence over the last 30 years demonstrates that the Board is correct in concluding that the sector will be unable to ever reform itself and the change required to benefit Tasmanian communities will need to be led and mandated by the State Government.

2. Response to key themes or conclusions in the Stage 2 Interim Report that are not supported by DCC

Overemphasis on communities of interest

Throughout the review process there has been an evolving and growing acceptance of the need for structural reform to improve the efficiency, effectiveness, and ongoing sustainability of councils in Tasmania. The work to date has highlighted the existing shortcomings in these areas and consultation has demonstrated that overall, there is general acceptance that change is required. As each stage of the Review has progressed, the case for greater sustainability, efficiency and effectiveness has become clearer.

However, the Stage 2 Interim Report then appears to somewhat diminish these priority shortcomings by concluding that whilst important, they should be considered secondary to the matter of aligning boundaries based on communities of interest. Communities of interest are important, however as well documented in the Board's earlier reports, misaligned communities are not the reason the status quo must change - rather it is other fundamental issues that are impacting on the quality of local government in Tasmania.

For example, one of the critical impediments currently facing the sector is an inability to attract skilled workers to more remote councils. Prioritising the realignment of boundaries primarily on a community of interest basis, as suggested in some of the catchment options, will do nothing to improve an issue such as skill shortage.

Good community-level planning and engagement should enable any 'community of interest' to identify what is important to them. Then Elected Member representation (whether local or not to any particular community) has something tangible to work with in terms of future planning and service delivery.

Ensuring sufficient rate bases across as many councils as possible

In previous submissions, DCC expressed a view that boundary adjustments should incorporate major population centres with remote/rural areas, to share cross subsidy between populated and less populated areas. Whilst this approach can be feared by smaller communities, experience demonstrates that it inevitably leads to increased service delivery and greater funding, beyond what they could otherwise afford. Longer term it also protects smaller communities from the sharp rate increases which can occur when sustainability concerns emerge.

DCC could only be financially disadvantaged by such an approach, yet considers it is a sound fundamental principle that should be considered in any boundary consolidation. The evolving Board position appears to acknowledge the need for cross subsidy but unfortunately dismisses the solution of combining populated, larger rate bases with less populated areas. It appears to support an approach where smaller councils are favoured through grant mechanisms as a form of subsidy. Once understood, this approach would be contentious, pitching communities against each other. It also

assumes additional funding is the sole answer, whereas many of the disadvantages faced by smaller councils are caused by broader issues (such as access to specialist professional staff) which cannot be addressed simply with more money.

Unnecessary Shared Services

DCC is cautious in regard to the Statewide or regional service sharing suggested as 'boundary reform agnostic', particularly if use of these services is mandated. If such arrangements can achieve the suggested criteria of demonstrating clearly defined benefits and involving acceptable transition costs, then they should occur voluntarily. Whilst no doubt these arrangements can produce efficiencies for back-office activities, any gains must firstly offset the additional complexity, overhead and loss of flexibility that inevitability occurs before any net gain can be realised.

3. Catchment Scenarios

DCC consider that the North West & West coast of Tasmania must be considered holistically and not as two separate community catchment areas as mapped in the Interim Report.

If the North West Coast was to be divided in half, rather than the two catchments proposed, the more logical divide is the two sub-regions which currently cluster around the two cities within the region. Devonport currently exists as the base for the eastern half, and Burnie the main population centre and commercial hub of the western half.

The two north west cities are the commercial and economic centres of the region, each serving their sub-region with active ports, airports, regional retailing, higher education facilities, court facilities and hospitals.

In DCC's response (Feb 2023) to the Options Paper, the following five criteria for any council boundary changes were detailed. It was noted that these criteria should be considered as a whole, with a balanced approach to achieve the greatest level of compliance overall, accepting that not all will be achieved to their full extent.

1. minimum population bases in the order of 35,000 residents.
2. align boundaries along shared values & geographically alike areas.
3. removal of boundaries which divide adjoining urban settlements.
4. major population areas, as much as possible, to equally incorporate rural and remote communities.
5. scaling up (of less populated areas) should be no greater than necessary to achieve a sustainable scale.

It is maintained that these criteria remain relevant, and on that basis, council have assessed the catchment options across both the Western and Cradle Coast Catchments against each criteria.

Scenario No.	Detail	Meets Base Criteria Yes/No					Comment
		1	2	3	4	5	
Western 1	Combine Circular Head, King Island, and Waratah-Wynyard. Retain West Coast.	N	Y	N	N	Y	Insufficient population/rate base across councils. Reasonable alignment of alike areas, although fails to recognise connections between Burnie and West Coast. Fails to address Somerset/Burnie urban split. No alignment of population areas with smaller remote communities. Big distances between Wynyard & Smithton.
Western 2	West Coast extending north to incorporate Waratah and Savage River. Combine Circular Head and remaining Waratah-Wynyard. Retain King Island as is.	N	Y	N	N	Y	Similar issues as Western 1
Western 3	Combine West Coast, Circular Head, Waratah-Wynyard and King Island	N	Y	N	N	Y	Improved population/rate base, yet very dispersed with big distances between population centres, will miss benefits from having a concentrated population centre of sufficient scale. Fails to address Somerset/Burnie urban split.
Cradle Coast 1	Combine Burnie and west part of Central Coast (to Dial Range). Remainder of Central Coast with Devonport, Latrobe & Kentish	N	Y	N	Y	Y	Population spread reasonable but below criteria for one Council. Communities of interest reasonably aligned. Healthy mix of urban and rural areas. Fails to address Somerset/Burnie urban split, otherwise would rate the same (4/5) as Cradle Coast Scenario 2.
Cradle Coast 2	Burnie with Somerset. Central Coast expanded to include southern Kentish, south of Gowrie Park.	N	Y	Y	Y	Y	Population/rate base below optimum for 2 out of 3 councils, but otherwise meets criteria.

	Devonport, Latrobe and majority of Kentish.						
Cradle Coast 3	Combine Burnie, Central Coast, Devonport, Latrobe & Kentish	Y	N	N	N	N	Achieves little other than increased population. Risks the loss of local aspect of local government.
Cradle Coast 4	Combine Burnie, Central Coast & Devonport. Kentish & Latrobe	N	N	N	N	N	Meets none of the criteria.

DCC do not consider the criteria suggested should be the only assessment, but rather a guide to provide an initial filter of any proposed scenarios.

The scoring indicates Scenarios 1 and 2 for the Cradle Coast catchment have potential and should be considered further, whilst there is little merit to Scenarios 3 and 4 and therefore can be eliminated.

The criteria highlights potential concerns with all of the scenarios suggested for the Western catchment. Upon analysis, the only criteria met in the Western scenarios is criteria 2, is the retainment of shared values and geography (i.e. communities of interest), albeit debatable, given the exclusion of Burnie, and criteria 5, which only demonstrates the proposed council areas are not larger than is necessary.

Only achieving these 2 criteria does little to address the key issues identified with the status quo of local government in Tasmania, and raises questions in relation to the merits of the Western Catchment as a separate consideration to the broader North West Coast.

4. Preferred Model

Based on the options presented, the Cradle Coast Scenario 1 is DCC's preference, with the existing Devonport area becoming part of Council Area B. This new Area B aligns well with the principles DCC have supported throughout the Review process and should result in a more effective and sustainable local government authority for the communities within the area, whilst still at a small enough scale to remain 'local', maximising accountability and connection with residents.

The Western boundary for Area B could extend either to the east or west of Penguin and in reality, would be immaterial to the potential success of the new Area B council. Retaining Penguin within Area B avoids the need to split the existing Central Coast Council and aligns with a view that Penguin residents travel east for services in Ulverstone and continue onto Devonport when necessary.

Alternately, Penguin is closer geographically to Burnie, the service centre of Area A and travel patterns indicate a far greater percentage of Penguin residents work in Burnie than Devonport.

The weakness of scenario 1 is the relatively small population of Council Area A, the divide in urban area between Somerset/Burnie and to a lesser degree the disconnect between Wynyard and Burnie.

These issues could be addressed, along with a new scenario for the Western catchment. As outlined below this scenario provides an option for the Western catchment which meet 4 out of 5 of the key criteria.

		1	2	3	4	5	Comment
Western - new option, combined with council B from Cradle Catchment Scenario 1.	Wynyard and King Island combine with Burnie as part of the Cradle Coast options. Retain Circular Head. Expand West Coast to include Waratah and Savage River. Both these Councils to be 'subregional councils' to the larger Burnie based council, with regulatory and corporate functions provided by the larger council (the 'parent' council).	N	Y	Y	Y	Y	While population remains low for the remote councils, scale is addressed through a legislated relationship with the larger council centred around the City of Burnie.

Not Negotiables

Two of the proposed Cradle Coast catchment scenarios combine the cities of Devonport and Burnie into one new council, an outcome DCC's considers would be detrimental to the region, effectively removing any sense of 'local' from local government for the majority of north west Tasmanians. An entity combining both north west cities would basically be a regional service provider without any connection to place. DCC has always maintained that it is important to ensure appropriately sized councils, with sufficient capacity to deliver meaningful value, yet small and nimble enough to listen, care and understand evolving community expectations.

DCC are fiercely opposed to any consolidation of Waste Management into a regional or statewide model which removes this function from council's control.

DCC currently participates in the Dulverton Regional Waste Management Authority (DWM) along with three neighbouring councils on a voluntary basis. After significant investment and commitment by the member councils over more than two decades, DWM is now well established and delivers a significant financial dividend to member councils. Council relies on the dividend to support services to the community and a loss of this revenue would require a significant rate increase to replace.

Current and Previous Minutes Resolution - June 2023					
Meeting Date	Res.No.	Item	Status	Assignees	Minutes Text
23/05/2022	22/92	Disposal of portion of Public Land - Mersey Bluff	In progress	Executive Coordinator	Crown to progress Deed of Surrender process for the section of land leased by Council from Crown.
28/11/2022	22/252	Devonport E-Scooter Trial	Awaiting external response	Executive Manager	Selected provider has not been able to secure a suitable storage and operation support base within proximity of the operating area. Council have provided two options for consideration to support the trial.
24/01/2023	23/4	Development of a Naming of Council Community Facilities and Open Space Policy	In progress	Executive Coordinator	Policy and Committee Guidelines drafted.
27/03/2023	23/56	Improved Access to Coles Beach (Back Beach)	Budget approval pending	Infrastructure Manager	Project scoped and proposed for inclusion in the 2024 Capital Budget using allocated LRC1 Funding.
24/04/2023	23/78	Urban Art Free Wall	In progress	Convention & Arts Centre Manager	Guidelines and online application to be developed.
24/04/2023	23/81	Mersey River Eastern Pontoon Acquisition	In progress	Executive Officer - Projects	Review commenced of proposed operating model and infrastructure requirements.
26/06/2023	23/115	Confirmation of Previous Minutes	Completed	Governance Officer	Previous minutes confirmed.
26/06/2023	23/116	Responses to Questions Raised at Prior Meetings	Completed	Governance Officer	Response noted.
26/06/2023	23/117	Questions on Notice from the Public	Completed	Governance Trainee	Responses sent.
26/06/2023	23/118	PA2023.0080 - 12 Donvista Drive Don - Residential (shed extension existing)	Completed	Planning Administration Officer	Application approved and Permit granted.
26/06/2023	23/119	PA2023.0066 - 7-9 Finlaysons Way Devonport - Bulky goods sales (demolition and development of large format retail sales)	Completed	Planning Administration Officer	Application approved and Permit granted.
26/06/2023	23/120	Rates and Charges Policy	Completed	Executive Coordinator	Rates and Charges Policy adopted.
26/06/2023	23/121	Annual Plan and Budget Estimates	Completed	Executive Coordinator	Annual Plan adopted.
26/06/2023	23/122	Review of Strategic Plan 2009-2030	In progress	Executive Coordinator	Strategic Plan 2009-230 adopted and released for 30 day public consultation period.
26/06/2023	23/123	Adoption of 2026 Term Plan	Completed	Executive Coordinator	Cterm Plan 2022-2026 adopted.
26/06/2023	23/124	Smoke-free area at Spreyton Waste Transfer Station	Not yet started	Executive Manager	Report received and noted and council authorised to progress the process to declare the nominated area smoke-free.
26/06/2023	23/125	State Vehicle Entry Point Project and North-West Gateway Improvements Project, Public Art Commission	Completed	Convention & Arts Centre Manager	Public Arts Components of the State Vehicle Entry Point project awarded.
26/06/2023	23/126	Sporting Infrastructure Priority Investments	Not yet started	Executive Manager	Council to commence process to progress the Devonport Indoor Sports Complex and the Valley Rad Development as the two major funding priorities from the Sports Infrastructure Master Plan.
26/06/2023	23/127	Workshops and Briefing Sessions held since the last Council Meeting	Completed	Governance Officer	Report received and noted.
26/06/2023	23/128	Mayor's Monthly Report	Completed	Governance Officer	Report received and noted.
26/06/2023	23/129	General Manager's Report	Completed	Governance Officer	Report received and noted.
26/06/2023	23/130	Monthly Operational Report - May 2023	Completed	Governance Officer	Report received and noted.

**Minutes of the Planning Authority Committee of the Devonport City Council
held in the Aberdeen Room, Level 2, paranaple centre,137 Rooke Street, Devonport
on Monday 5 June 2023 commencing at 5:15 PM**

Present Cr A Jarman(Mayor) in the Chair
Cr S Sheehan
Cr G Enniss
Cr L Murphy
Cr D Viney

Councillors in Attendance Cr Wilczynski
Cr S Martin

Council Officers: General Manager, M Atkins
Executive Manager, K Lunson
Land Use Planning Coordinator, A Mountney
Senior Town Planner, C Milnes (remote)
Planning Officer, E Pieniak (remote)

Audio Recording: All persons in attendance were advised that it is Council policy to record Council meetings, in accordance with Council's Digital Recording Policy.

The meeting was live streamed via YouTube.

1 APOLOGIES

The following apology was received for the meeting.

Cr Hollister

2 DECLARATIONS OF INTEREST

The following Declarations of Interest were advised:

Councillor	Item No	Reason	Remaining in Meeting Yes/No	If remaining, reason/s for decision
Cr D Viney	3.1	I am an associate of one of the representations for a planning development project	Yes	They are not a close associate
Cr L Murphy	3.1; 3.2; 3.3; 3.4	I am employed in the Real estate industry in my professional capacity	Yes	I am not known to any of the proponents and have not previously been engaged by any of them in capacity as a Property Consultant

3 DEVELOPMENT REPORTS

3.1 PA2023.0039 - 2 SMITH STREET DEVONPORT - RESIDENTIAL (SINGLE DWELLING AND OUTBUILDING)

PAC23/7 RESOLUTION

MOVED: Cr Murphy

SECONDED: Cr Viney

That the Planning Authority, pursuant to the provisions of the *Tasmanian Planning Scheme – Devonport 2020* and Section 57 of the *Land Use Planning and Approvals Act 1993*, approve application PA2023.0039 and grant a Permit to use and develop land identified as 2 Smith Street, Devonport for the following purposes:

- Residential (single dwelling and outbuilding)

Subject to the following conditions:

Planning Conditions

1. Unless requiring alteration by subsequent conditions, the use and development is to proceed generally in accordance with the submitted plans referenced as Project: 2 Smith Street, Devonport. TAS (project no. 221021 - drawing nos. 01.01, 01.02, 01.06, 01.09, 01.12 & 01.19, revision DA-02, dated 19/05/2023, a copy of which is attached and endorsed as documents for forming part of this Planning Permit.
2. Prior to the submission of the building and plumbing permit documentation, the developer must provide amended plans, showing a permanently fixed screen on the first floor deck where it is situated within 3m of the side boundaries and 4m of the rear boundary. The screening is to be 1.7m above the finished surface of the floor level with a uniform transparency of not more than 25%. The amended plans must be endorsed by Council's Executive Manager prior to submission of the building and plumbing permit documentation (refer to note).

Infrastructure & Works Conditions

3. Stormwater discharge from the proposed development is to be hydraulically detailed and designed by a suitably qualified hydraulic engineer, for all storm events up to and including a 20 -year Average Recurrence Interval (ARI), and for a suitable range of storm durations to identify peak discharge flows. As part of their design the hydraulic engineer is to limit stormwater discharge from the proposed development, by utilising a combination of pipe sizing and/or on-site detention, to that equivalent to only 50% of the development site being impervious. There is to be no uncontrolled overland flow discharge from the proposed development to any of the adjoining properties, for all the above nominated storm events. All design calculations are to be submitted for approval by the City Engineer prior to lodgement of any subsequent building permit applications.
4. Subject to condition 3, and as part of any subsequent plumbing permit application, the proposed development is to have a suitably sized stormwater connection generally in accordance with the Tasmanian Standard Drawings.

- The size and location of the proposed stormwater connection is to be designed by a suitably qualified hydraulic engineer.
5. A permit to work within the road reserve must be sought and granted prior to any works being undertaken within the road reserve.
 6. There is to be no uncontrolled overland flow of stormwater from the proposed development to any of the adjoining properties.
 7. The surface water from the driveway and or any paved areas is to be collected and drained to the private stormwater drainage system.

TasWater Condition

8. The developer is to comply with the conditions specified in the Submission to Planning Authority Notice which TasWater has required to be included in the planning permit pursuant to section 56P(1) of the *Water and Sewerage Industry Act 2008*. A copy of this notice is attached.

Note: The following is provided for information purposes.

The development is to comply with the requirements of the current National Construction Code. The developer is to obtain the necessary building and plumbing approvals and provide the required notifications in accordance with the *Building Act 2016* prior to commencing building or plumbing work.

Condition 2 is required to satisfy the acceptable solution of General Residential Zone development standard 8.4.6 A1 – *Privacy for all dwellings*. Council cannot support the corresponding performance criteria prescribed within P1 for the first floor deck as proposed.

The developer is to ensure all required action is undertaken to protect neighbouring buildings, infrastructure and vegetation. Building Protection Work may be applicable, and the developer is to liaise with a registered building surveyor regarding this matter.

Regarding pruning of neighbouring vegetation or trees the owner/developer must adhere to the requirements of the *Neighbourhood Disputes About Plants Regulations 2017*.

Hours of Construction shall be: Monday to Friday Between 7am - 6pm, Saturday between 9am -6pm and Sunday and statutory holidays 10am - 6pm.

No burning of any waste materials is to be undertaken on site. Any waste material is to be removed and disposed of at a licensed refuse waste disposal facility.

During the construction or use of these facilities all measures are to be taken to prevent nuisance. Air, noise and water pollution matters are subject to provisions of the *Building Regulations 2016* or the *Environmental Management and Pollution Control Act 1994*.

In regard to condition 8 the developer should contact TasWater – Ph 136 992 with any enquiries.

In regard to conditions 3-7 the developer should contact Council's Infrastructure & Works Department – Ph 6424 0511 with any enquiries.

Enquiries regarding other conditions can be directed to Council's Development Services Department – Ph 6424 0511.

FOR: Cr Jarman, Cr Sheehan, Cr Ennis, Cr Murphy and Cr Viney

AGAINST: Nil

CARRIED 5 / 0

3.2 PA2023.0047 - 101 PARKER STREET DEVONPORT - RESIDENTIAL ADDITIONS

PAC23/8 RESOLUTION

MOVED: Cr Murphy
SECONDED: Cr Sheehan

That the Planning Authority, pursuant to the provisions of the *Tasmanian Planning Scheme – Devonport 2020* and section 57 of the *Land Use Planning and Approvals Act 1993*, approve application PA2023.0047 and grant a Permit to develop land identified as 101 Parker Street, Devonport for the following purposes:

- Residential additions

Subject to the following conditions:

1. The Development is to proceed generally in accordance with the submitted plans referenced as Drawing No. 1523 (1-7) dated 24/02/2023 by Weeda Drafting, copies of which are attached and endorsed as documents forming part of this Planning Permit.
2. The surface water from the driveway and or any paved areas is to be collected and drained to the private stormwater drainage system.
3. All stormwater collected from this work is to be directed into the existing property stormwater pipe in accordance with the National Construction Code.
4. Use of the studio is to be solely by residents of the dwelling and must not be for any commercial activity.
5. During the construction or use of the development as approved, all measures are to be taken to prevent nuisance. Air, noise, and water pollution matters are subject to provisions of the Building Regulations 2016 or the Environmental Management and Pollution Control Act 1994.

Note: The following is provided for information purposes.

The development is to comply with the requirements of the current National Construction Code. The developer is to obtain the necessary building and plumbing approvals and provide the required notifications in accordance with the *Building Act 2016* prior to commencing building or plumbing work.

Permitted hours of demolition/construction work are Monday to Friday from 7am - 6pm, Saturday from 9am - 6pm and Sunday and statutory holidays from 10am - 6pm.

The amenity of the area must not be detrimentally affected by the use or development through the:

- a. Transport of materials, goods, or commodities to or from the land; or the
- b. Emission of noise, dust, odour, artificial light, vibration, fumes, smoke, vapour, steam, soot, ash, wastewater, or any waste products.

No burning of any waste materials (including cleared vegetation) is to be undertaken on site. Any waste material is to be removed and disposed of at a licensed refuse waste disposal facility.

The developer is to manage any asbestos found during demolition in accordance with the *How to Safely Remove Asbestos Code of Practice* issued by Safe Work Australian (October 2018) and disposal of all hazardous wastes is to be undertaken in strict compliance with the *Environmental Management and Pollution Control (Waste Management) Regulations 2020*.

In regard to conditions 2-3 the applicant should contact Council's Infrastructure & Works Department – Ph 6424 0511 with any enquiries.

Enquiries regarding other conditions and notes can be directed to Council's Development Services Department – Ph 6424 0511.

FOR: Cr Jarman, Cr Sheehan, Cr Enniss, Cr Murphy and Cr Viney
AGAINST: Nil

CARRIED 5 / 0

3.3 PA2023.0003 - 16 LAWRENCE DRIVE DEVONPORT - RESIDENTIAL (MULTIPLE DWELLINGS) ONE ADDITIONAL UNIT

PAC23/9 RESOLUTION

MOVED: Cr Viney
SECONDED: Cr Murphy

That the Planning Authority, pursuant to the provisions of the *Tasmanian Planning Scheme – Devonport 2020* and section 57 of the *Land Use Planning and Approvals Act 1993*, approve application PA2023.0003 and grant a Permit to use and develop land identified as 16 Lawrence Drive, Devonport for the following purposes:

- Residential (multiple dwellings) one additional unit

Subject to the following conditions:

1. The Use and Development is to proceed generally in accordance with the submitted plans referenced as Proposed Change of Use of Pool Room to a Dwelling Unit, Project no. 11222, Dwg No. 1-10 dated 04/11/22 by Weeda Drafting and Building Consultants Pty Ltd, copies of which are attached and endorsed as documents forming part of this Planning Permit.
2. Certification and details from a suitably qualified civil or structural engineer must be submitted to Council regarding all retaining walls over the height of 1m.
3. The developer is to comply with the conditions specified in the Submission to Planning Authority Notice which TasWater has required to be included in the planning permit pursuant to section 56P(1) of the *Water and Sewerage Industry Act 2008*. A copy of this notice is attached.

Note: The following is provided for information purposes.

The development is to comply with the requirements of the current National Construction Code. The developer is to obtain the necessary building and plumbing approvals and

Minutes - Planning Authority Committee - 5 June 2023

provide the required notifications in accordance with the *Building Act 2016* prior to commencing building or plumbing work.

Hours of Construction shall be: Monday to Friday Between 7am - 6pm, Saturday between 9am -6pm and Sunday and statutory holidays 10am - 6pm.

During the construction or use of these facilities all measures are to be taken to prevent nuisance. Air, noise, and water pollution matters are subject to provisions of the *Building Regulations 2016* or the *Environmental Management and Pollution Control Act 1994*.

No burning of any waste materials (including cleared vegetation) is to be undertaken on site. Any waste material is to be removed and disposed of at a licensed refuse waste disposal facility.

Street Addressing:

- Existing dwelling will be addressed as 1/16 Lawrence Drive
- Proposed dwelling (rear unit) will be addressed as 2/16 Lawrence Drive

In regard to condition 3 the applicant/developer should contact TasWater – Ph 136992 with any enquiries.

In regard to condition 2 the applicant should contact Council's Infrastructure & Works Department – Ph 6424 0511 with any enquiries.

Enquiries regarding other conditions can be directed to Council's Development Services Department – Ph 6424 0511.

FOR: Cr Jarman, Cr Sheehan, Cr Enniss, Cr Murphy and Cr Viney

AGAINST: Nil

CARRIED 5 / 0

3.4 PA2023.0062 - 39 VICTORIA PARADE DEVONPORT - RESIDENTIAL (2 X MULTIPLE DWELLINGS)

PAC23/10 RESOLUTION

MOVED: Cr Murphy

SECONDED: Cr Viney

That the Planning Authority, pursuant to the provisions of the *Tasmanian Planning Scheme – Devonport 2020* and Section 57 of the *Land Use Planning and Approvals Act 1993*, approve application PA2023.0062 and grant a Permit to use and develop land identified as 39 Victoria Parade, Devonport for the following purposes:

- Residential (2 x multiple dwellings)

Subject to the following condition:

Planning Conditions

1. The Use and Development is to proceed generally in accordance with the submitted plans referenced as Sullivan Apartments – DA Issue 00825 - Drawings DA.01-DA.28, dated 04.04.23 by andrew smith architects. A copy of which is attached and endorsed as documents forming part of this Planning Permit.

Infrastructure & Works Conditions

2. Stormwater discharge from the proposed development is to be hydraulically detailed and designed by a suitably qualified hydraulic engineer, for all storm events up to and including a 20 -year Average Recurrence Interval (ARI), and for a suitable range of storm durations to identify peak discharge flows. As part of their design the hydraulic engineer is to limit stormwater discharge from the proposed development, by utilising a combination of pipe sizing and/or on-site detention, to that equivalent to only 50% of the development site being impervious. There is to be no uncontrolled overland flow discharge from the proposed development to any of the adjoining properties, for all the above nominated storm events. All design calculations are to be submitted for approval by the City Engineer prior to lodgement of any subsequent building permit applications.
3. Subject to condition 2, and as part of any subsequent plumbing permit application, the proposed development is to have a suitably sized stormwater connection generally in accordance with the Tasmanian Standard Drawings. The size and location of the proposed stormwater connection is to be designed by a suitably qualified hydraulic engineer.
4. The new driveway is to be constructed generally in accordance with the Tasmanian Standard Drawing TSD-R09-v3.
5. The developer is to remove the redundant driveway crossovers and reinstate with kerb and channel and nature strip to Council's specification.
6. Stormwater services are to be disconnected and temporarily capped for re-use. Any capped service is to be inspected by a Council officer.
7. The developer is to be responsible for making good and/or cleaning any footpaths, road surfaces or other element damaged or soiled because of the project.
8. The contractor is to ensure the proposed access shall not cause any undue disturbance to neighbouring properties nor the regular vehicular movement of traffic within the road reserve during the demolition process.
9. A permit to work within the road reserve must be sought and granted prior to any works being undertaken within the road reserve.
10. The developer is to ensure that building, driveway, and car parking areas are set at suitable levels to ensure that stormwater site drainage can be piped at suitable gradients to the required service connection point.
11. There is to be no uncontrolled overland flow of stormwater from the proposed development to any of the adjoining properties.
12. If the existing street tree adjacent to the site's vehicular accesses is to be removed, the developer must seek written consent from Council's Infrastructure & Works Manager for approval.

TasWater Condition

13. The developer is to comply with the conditions specified in the Submission to Planning Authority Notice which TasWater has required to be included in the planning permit pursuant to section 56P(1) of the *Water and Sewerage Industry Act 2008*. A copy of this notice is attached.

Note: The following is provided for information purposes.

The development is to comply with the requirements of the current National Construction Code. The developer is to obtain the necessary building and plumbing approvals and provide the required notifications in accordance with the *Building Act 2016* prior to commencing building or plumbing work.

Regarding future street addressing, the following is to apply:

- Apartment A - Unit 1, 2A James Street; and
- Apartment B – Unit 2, 2A James Street.

Hours of Construction shall be: Monday to Friday Between 7am - 6pm, Saturday between 9am -6pm and Sunday and statutory holidays 10am - 6pm.

The developer is to manage any asbestos found during demolition in accordance with the *How to Safely Remove Asbestos Code of Practice* issued by Safe Work Australian (October 2018) and disposal of all hazardous wastes is to be undertaken in strict compliance with the *Environmental Management and Pollution Control (Waste Management) Regulations 2020*.

During the construction or use of these facilities all measures are to be taken to prevent nuisance. Air, noise, and water pollution matters are subject to provisions of the *Building Regulations 2016* or the *Environmental Management and Pollution Control Act 1994*.

In regard to condition 12 the developer should contact TasWater – Ph 136992 with any enquiries.

In regard to conditions 2-11 the developer should contact Council's Infrastructure & Works Department – Ph 6424 0511 with any enquiries.

Enquiries regarding other conditions and notes can be directed to Council's Development Services Department – Ph 6424 0511.

FOR: Cr Jarman, Cr Sheehan, Cr Enniss, Cr Murphy and Cr Viney
AGAINST: Nil

CARRIED 5 / 0

4 CLOSURE

There being no further business on the agenda the Mayor declared the meeting closed at 5.27 pm.

Confirmed

Chairperson



Owners Representatives Group General Meeting

held on Monday 26 June 2023 at 10.00am at
Tailrace Centre, 1 Waterfront Drive, Riverside and via webex

Minutes

Attendees

Owners' Representatives			
Mayor Wayne Johnston, Chief Owners Representative	Sarah Christopher, The Crown	Mayor Leigh Gray	Mayor Mary Knowles
Dep Mayor Jim Allwright	Mayor Sally Doyle	Mayor Kate Haberle	Mayor Ben Lohberger
Cllr Tony Bisdee	Mayor Michelle Dracoulis	Mayor Greg Howard	Dep Mayor Vernon Philbey
Cllr Garry Blenkhorn	Mayor Mary Duniam	Cllr Richard Ireland	Cllr Kelly Spaulding
Mayor Brendan Blomeley	Mayor Peter Freshney	Mayor Alison Jarman	Mayor Bec Thomas
Mayor Teeny Brumby	Mayor Cheryl Fuller	Mayor Greg Keiser	Mayor Kerry Vincent
Others in attendance			
Dr Stephen Gumley AO, Board Chairman	George Theo, CEO	Matt Derbyshire, GM Sustainable Infrastructure Services	Simon Overland, General Manager, Burnie City Council
Nick Burrows, Director	Kate Crawford, General Counsel/Company Secretary	Joanna Giannini, GM People, Culture & Safety	Jason Browne, General Manager, Huon Valley Council
Sally Darke, Director	David Hughes-Owen, GM Service Delivery	Callan Paske, Head of Communication & Engagement	Michael Stretton, CEO, Launceston City Council
Helen Locher, Director	Matt Balfe, GM Customer & Community	Alyson Ainscough, Manager Corporate Governance	John Jordan, General Manager, Meander Valley Council
Joanne Pearson, Director	Tony Willmott, GM Project Delivery	Emma Dilger, Executive Assistant	Shane Crawford, General Manager, Waratah- Wynyard Council
Kevin Young, Director	Megan Marian, Acting CFO	Ben Morris, Policy Director, LGAT	Tony McMullen, General Manager, Glenorchy City Council

1. Proxies held for this meeting

Vanessa Adams	Circular Head Council
Acting Mayor Matthew Garwood	Launceston City Council
Gary Arnold	Kingborough Council
David Midson	West Coast Council

Welcome

The Chief Owners' Representative provided an Acknowledgment of Country and welcomed Owners' Representatives and guests to the meeting.

Quorum

The Company Secretary confirmed that a quorum was present.

1. Apologies

Representative	Council/other body
Dep Mayor Kristi Chapple	Break O'Day Council
Mayor Mick Tucker	Break O'Day Council
John Brown, General Manager	Break O'Day Council
Sandra Ayton, General Manager	Central Coast Council
Mayor Gerard Blizzard	Circular Head Council
David Bailey	Crown
Councillor Neil Edwards	Glamorgan Spring Bay Council
Kelly Grigsby, CEO	Hobart City Council
Gerald Monson, General Manager	Kentish/Latrobe Councils
Mayor Cr Paula Wriedt	Kingborough Council
Rod Whitehead, Auditor-General	Tasmanian Audit Office
Jeff Tongs	Tasmanian Audit Office
Director Tony Kelly	TasWater
Mayor Shane Pitt	West Coast Council
Rolph Voss, General Manager	West Tamar Council

2. Declaration of interests

No interests were declared.

3. Confirmation of Minutes

RESOLUTION:

That the Owners' Representatives:

- 1. Noted the apologies***
- 2. Noted the Register of Interests and any further declarations made at the meeting and***
- 3. Adopted the Minutes of the meeting held on 9 November 2022 as a true and accurate record.***

Moved: Mayor Mary Knowles

Seconded: Councillor Richard Ireland

Carried unanimously.

4. Chief Owners' Representative's Report

The Chief Owners' Representative provided a verbal report on the activities of the Board Selection Committee, including recruitment for two new directors. Advertisements were issued in June to fill vacancies arising imminently (Director Nick Burrows retiring in September 2023) and early next year (Director Sally Dark retiring in February 2024). An external recruitment agency, Davidson, has been appointed to facilitate the process.

5. Chair's Update

5a. TasWater Dividend Policy

The Chair spoke to a presentation on the Board's review of the Dividend Policy:

- The payment of dividends must be financially sustainable, balancing competing objectives between meeting shareholder expectations and the need to invest in capital and reduce debt.

- For PSP4 (2023/24 to 2025/26) a Fixed Ordinary Dividend of \$20M plus additional \$4M special dividend for COVID-19 'catch-up' dividends has been included in the Corporate Plan. At the end of each year, the Board will consider the financial performance and outlook of the organisation and determine any further special dividend to shareholders.
- Whilst TasWater will consider a further special dividend at the end of the 2023-24 year, it is expected that payment will be challenging. TasWater will realise a 3.5% increase in revenue however, the cost structure is expected to increase by more whilst facing a number of different financial pressures in 2023-24, including inflationary pressures, high interest rates and increasing debt from an accelerated capital program.
- For PSP5 (2026/27 to 2027/28) a Fixed Ordinary amount to be reviewed and determined following the outcome of the PSP5 Pricing Submission – expected early 2026. A nominal amount of \$25M has been included in the Plan, signalling the Board's recognition that, without a commercially detrimental outcome of PSP5, fixed dividend distributions should increase from current levels. A further special dividend will also be assessed each year.

Southern Midlands Council noted that inflationary pressures had eroded the value of Council's dividends and proposed for the TasWater Board to take this into consideration when determining distribution to Shareholders.

RESOLUTION:

That the Owners' Representatives:

- 1. Noted the Chief Owners' Representative's report***
- 2. Noted the Chairman's Update and***
- 3. Received the revised TasWater Dividend Policy.***

Moved: Councillor Tony Bisdee
Seconded: Mayor Michelle Dracoulis

Carried unanimously.

5b. Review of the Shareholders' Letter of Expectations

The Company Secretary and General Manager Customer and Community spoke to a presentation on the proposed amendments to the Shareholders' Letter of Expectations (SLE), and incorporation of Owner feedback following consultation.

Kingborough Council noted that Section 6.2 of the Shareholders' Letter of Expectations states that the Corporate Plan shall include "*forecast operating and capital expenditure, including major and priority capital projects for the plan period*" – however this is not contained in the Corporate Plan tabled at this meeting.

TasWater Management confirmed that the Corporate Plan provides information on forecast capital budget and highlights a number of major projects, with detailed and up to date capital project information included on TasWater's website under 'Our Projects' (www.taswater.com.au/community/community/our-projects). Additionally, capital projects are also discussed as part of direct engagement with Councils on a local and regional level.

The LGAT representative proposed that this requirement could be removed from this revision of the SLE.

The Crown Representative affirmed support for amendment to clause 6.2.

RESOLUTION:

That the Owners' Representatives approved the Shareholders' Letter of Expectations subject to deletion of the word 'including major and priority capital projects for the plan period'

Moved: Councillor Kelly Spaulding
Seconded: Councillor Tony Bisdee

Carried unanimously.

6. Chief Executive Officer Matters for Consideration

6a. Matters Arising from Previous Meeting

TasWater provided responses to matters arising from previous meetings.

6b. Corporate Plan FY2024/28

The CEO noted an error for correction in the Corporate Plan:

- The correct number of total STP's is 110 (not 111).
- Following the approval of the Corporate Plan the minor correction will be updated before being published on our website.

The CEO spoke to a presentation on the Corporate Plan.

Latrobe Council queried the calculation of non-revenue water how much is being captured through meters, and whether TasWater can determine where the bulk of unmetered water is going?

The CEO and Management clarified that there are various contributors to non-revenue water usage, with examples including lawful unmetered use such as firefighting and water used to operate the water network.

There are several water treatment plants that require installation of water meters, which is occurring. Management is developing its infrastructure leakage index which will detail, lawful and unlawful use of water.

Clarence City Council noted that TasWater's investment in the shellfish industry is appreciated and queried how much investment will be made in the next 5 years?

The CEO and Management advised over \$24 million in projects in shellfish zones will be delivered in the next 18 months (part of over \$45million planned in the next 8 years).

RESOLUTION:

That the Owners' Representatives:

- ***Noted the matters arising from previous meetings and***
- ***Adopted the TasWater Corporate Plan FY2024-28.***

Moved: Mayor Brendan Blomeley

Seconded: Councillor Kelly Spaulding

Carried unanimously

6c. Operational Performance update/Quarterly Report to Owners' Representatives – Progress Update to 31 March 2023

The CEO spoke to a presentation on the Quarterly Report

Central Coast Council acknowledged TasWater's intent to address the ET charging methodology, noting that Council raised the issue a number of years ago. Central Coast Council asked for clarification on when the fifth regulatory period commences. The CEO advised that the fifth regulatory period commences on 1 July 2026.

Central Coast Council wished to acknowledge TasWater's Customer Service Centre staff who have been providing great service in relation to locating firefighting hydrants in their municipality.

Central Coast Council also requested an update in relation to a local vegetable plant's trade waste arrangements, and related environmental impacts. Management clarified that the business in question discharges its waste into an outfall sewer downstream from TasWater's treatment plant and TasWater was continuing to engage with that company around their pre-treatment of their own waste.

Southern Midlands Council queried whether Tas Irrigation can take water from the Derwent River rather than being supplied with potable water produced from the Bryn Estyn Water Treatment Plant. Management noted their understanding that Tas Irrigation was seeking to invest to remove their connection to Bryn Estyn and draw their own water.

RESOLUTION:

That the Owners' Representatives noted the Quarterly Report to Owners' Representatives – Progress Update to 31 March 2023 and

Moved: Mayor Cheryl Fuller

Seconded: Councillor Tony Bisdee

Carried unanimously

6d. Review of the Board Selection Committee Travel & Business Expenses Policy

The Company Secretary noted the Board Selection Committee Travel & Expenses Policy has been reviewed for Owners' Representatives approval.

RESOLUTION:

That the Owners' Representatives approved the Board Selection Committee Travel & Business Expenses Policy.

Moved: Councillor Tony Bisdee

Seconded: Mayor Leigh Gray

Carried unanimously.

7. Other Business

There was no other business.

Next General Meeting

Wednesday, 22 November 2023

Venue to be confirmed

Meeting closed: 11:40am

Chief Owners' Representative

Date