



The City with Spirit

NOTICE OF MEETING

Notice is hereby given that an **Ordinary Council** meeting of the Devonport City Council will be held in the Aberdeen Room, Level 2, parnaple centre, 137 Rooke Street, Devonport on Monday 27 July 2020, commencing at 5:30 pm.

The meeting will be open to registered members of the public at 5:30 pm.

QUALIFIED PERSONS

In accordance with Section 65 of the *Local Government Act 1993*, I confirm that the reports in this agenda contain advice, information and recommendations given by a person who has the qualifications or experience necessary to give such advice, information or recommendation.

Matthew Atkins
GENERAL MANAGER

22 July 2020

AUGUST 2020

Meeting	Date	Commencement Time
Ordinary Council	24 August 2020	5:30pm

**AGENDA FOR AN ORDINARY COUNCIL OF DEVONPORT CITY COUNCIL
HELD ON MONDAY 27 JULY 2020, IN THE ABERDEEN ROOM, LEVEL 2, paranaple centre,137
ROOKE STREET, DEVONPORT AT 5:30PM**

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ATTENDEES

		Apology
Chair	Cr A Rockliff (Mayor)	
	Cr A Jarman (Deputy Mayor)	
	Cr J Alexiou	
	Cr G Enniss	
	Cr P Hollister	
	Cr L Laycock	
	Cr S Milbourne	
	Cr L Murphy	
	Cr L Perry	

ACKNOWLEDGEMENT OF COUNTRY

Council acknowledges and pays respect to the Tasmanian Aboriginal community as the traditional and original owners and continuing custodians of this land.

IN ATTENDANCE

All persons in attendance are advised that it is Council policy to record Council Meetings, in accordance with Council's Digital Recording Policy. The digital recording of this meeting will be made available to the public on Council's website for a minimum period of six months. Members of the public in attendance at the meeting who do not wish for their words to be recorded and/or published on the website, should contact a relevant Council Officer and advise of their wishes prior to the start of the meeting.

1 APOLOGIES**2 DECLARATIONS OF INTEREST**

3 PROCEDURAL

3.1 CONFIRMATION OF MINUTES

3.2 PUBLIC QUESTION TIME

PUBLIC QUESTION TIME

Members of the public are invited to ask questions in accordance with Council's Public Question Time Policy (Min No 153/19 refers):

1. Public participation shall take place at Council meetings in accordance with Regulation 31 of the *Local Government (meeting Procedures) Regulations 2015*.
2. Public participation will be the first agenda item following the formal motions: Apologies, Minutes and Declarations of Interest.
3. Questions without notice will be dependent on available time at the meeting (with a period of 30 minutes set aside at each meeting).
4. A member of the public who wishes to ask a question at the meeting is to state their name and address prior to asking their question.
5. A maximum of 2 questions per person are permitted.
6. A maximum period of 3 minutes will be allowed per person.
7. If time permits, a third question may be asked once all community members who wish to ask questions have done so. A time limit of 2 minutes will apply.
8. Questions are to be succinct and not contain lengthy preamble.
9. Questions do not have to be lodged prior to the meeting, however they will preferably be provided in writing.
10. A question by any member of the public and an answer to that question are not to be debated.
11. Questions without notice and their answers will be recorded in the minutes.
12. The Chairperson may take a question on notice in cases where the questions raised at the meeting require further research or clarification, or where a written response is specifically requested.
13. Protection of parliamentary privilege does not apply to local government and any statements or discussion in the Council Chambers, or any document produced, are subject to the laws of defamation.
14. The Chairperson may refuse to accept a question. If the Chairperson refuses to accept a question, the Chairperson is to give reason for doing so in accordance with the Public Question Time Policy.

3.2.1 RESPONSES TO QUESTIONS RAISED AT PRIOR MEETINGS

There were no questions from the 22 June 2020 Council meeting that required a written response.

3.2.2 QUESTIONS ON NOTICE FROM THE PUBLIC

Author: **Robyn Woolsey, Executive Assistant General Management**
 Endorser: **Matthew Atkins, General Manager**

MR BOB VELLACOTT – 11 COCKER PLACE, DEVONPORT

A question on notice received from Mr Bob Vellacott received 7 July 2020 is **reproduced as attachment 1.**

- Q1** a) when will Council take action to fix the problems?
 b) what further direct action and assistance, where necessary, will Council undertake to control and hopefully eliminate the feral pigeon problem throughout the municipality, thus to ensure residents and visitors to the city can enjoy and safe and healthy environment?

Response

A detailed Council report was prepared on issues associated with pigeons in 2014 and the key points remain relevant today. A copy of this report will be attached to the letter of response.

As outlined in the report, the control of feral pigeons is an issue in cities all over the world. Limiting food sources has been found to be one of the more successful methods of reducing the pigeon population and Council Officers continue to monitor this matter with local businesses. We also note your comments regarding the new footpath in Rooke Street and are following up this issue with the property owner.

MR MALCOLM GARDAM – 4 BEAUMONT DRIVE, MIANDETTA

Questions on notice received from Mr Malcolm Gardam received 17 July 2020 are **reproduced as attachment 2.**

Providore Place

- Q1** With reference to The Advocate article titled "*I tried and I failed*" dated 3/7/20, where it reported that "*Milbourne said he previously paid \$60,000 rent to ex-Providore Place head lessee Grant Hirst.....*" and "*Mr Hirst paid Milbourne a \$5,000 a month (being \$60,000 a year) marketing fee to promote PP on his TV shows.*" **does Council categorically deny that the \$5,000 a month "marketing fee" was not a reimbursable or rent deductible amount** provided to Providore Place Devonport Pty Ltd, or Mr Grant Hirst, by Council?

Response

Yes correct, Council was not involved in the noted arrangement.

- Q2** With the departure of CharlotteJack restaurant will Council confirm that Southern Wild Distillery paid rent from 1 January 2020 (when Council took over management of Providore Place) up until the Council provided rent relief to the tenants?

Response

The final commercial arrangements between Council and Southern Wild Distillery are still under negotiation.

- Q3** Will Council please confirm that what appear to be Ethanol containers, associated with Southern Wild Distillery, stored in the Market Square area of the food pavilion do not contain Ethanol or similar flammable product as besides being a hazard it may also breach any insurance policies in the event of a fire or spill claim? (Note: the reason Council funded the fire sprinkler system in the SWD tenancy)

Response

I can confirm the items stored within the food pavilion no longer contain any hazardous material. Council is comfortable with the storage arrangements that exist in Providore Place and that potential hazards are being managed appropriately.

Old Library/LINC building site

Q4 Noting that Council had announced, some time ago, the secured tenancy of the Indie School in the old Library in Fenton Way, with a lease amount having been agreed, will Council please confirm if rent was being paid prior to the COVID-19 rent relief being adopted?

Response

Yes, rent is being paid in accordance with the lease.

Q5 Having been announced in October 2019 as intended to be ready for classes to commence in 2020 is Council able to enlighten the community as to when it is now intended to be open for students? (Note: notwithstanding COVID-19 schools did remain operational and are now back to as normal as we can expect)

Response

Council understand classes commenced in early 2020 as planned.

Waterfront Park/Hotel

Q6 Will Council please advise as to the value of the new Waterfront Park rotunda as included on the Head Contractor's Progress Claim form and used for the purpose of progress claims?

Response

The scheduled value is \$654,251 (exc. GST).

Q7 With reference to The Advocate article titled "\$1.3m hotel land sale completed", dated 10/7/20, will Council please clarify the following as separate questions:

- a) Council has previously confirmed that the sale price was \$1.18m so can council advise as to what the reported increased amount of \$118,000 was for?

Response

The sale price was \$1.298m or \$1.18m excluding gst.

- b) Council has stated the area of the land sold is approx. 2,200m², giving the impression that the sale price was about \$590/m²; accordingly can council please advise as to the exact square meterage as per the title plan document?

Response

2,348 m²

Residual loan values for separate elements of Living City Stage 1

Q8 The former General Manager previously advised the residual loan amounts in relation to Living City property purchases; will Council please provide an updated list as to current residual loan amounts for each of the following?

Property	Address	Residual Loan Amount
Former Webster Site	Steele Street	\$
Former Harvey Norman Site	Fenton Way	\$
Former Harris Scarfe Site	Rooke Street	\$

Q9 The initial "Stage 1 Funding Implications" document, dated 22/2/16, included the following budgeted values:

Stage 1 Elements	DCC Cash	DCC Borrowings	Residual Loan Amount
Multi-purpose Building	\$7,000,000	\$20,800,000	\$
Multi-Level Carpark	\$3,000,000	\$11,600,000	\$
Food Pavilion	Nil	\$5,600,000	\$
Market Square and landscaping	\$1,000,000	\$1,000,000	\$

Accordingly, will Council please confirm what the actual residual loan amount for each listed element (structure) above currently is?

Response Q8 & 9

Council has consolidated all its borrowings into a single loan facility. However, for reporting purposes internal allocations are made to distribute financing costs across the relevant cost centres.

The residual loan amounts based on these allocations for the noted properties are as follows:

paranaple centre \$17,884,169

Multi-Level Carpark \$9,755,001

Providore Place \$4,877,500

CBD Properties* \$9,637,353

* note this includes the three properties listed in question 8, along with an additional property purchased in King Street, now being used as a carpark. The loan is not allocated against the individual properties, as the associated finance costs all sit within the Property Management cost centre.

Good Governance

Q10 The Good Governance Guide is a resource document provided to Councillors through DPAC's Local Government Division and considering Councillors participated in a workshop on improving openness and transparency in December 2019, and has or intends to conduct another workshop on the same topic, my question is have all Councillors undertaken training or instruction on this document and are fully conversant with the practical application of its contents?

Response

Councillors are aware of their governance obligations and have attended numerous briefings and information sessions on this matter since the last election.

Q11 The current "Review of Tasmania's Local Government Legislation Framework" includes a recommendation at Item 20 to "*Legislate the eight good governance principles*" with details that "*The principles from the Local Government 'Good Governance Guide' would be legislated and linked to the behaviours in the Code of Conduct.*" In its submission to the review the Local Government Association of Tasmania (LGAT), acting on behalf of its member councils, submitted:

"Mostly supported by the sector **although in general it was felt** by LGAT members that **it would be sufficient to maintain these principles as guidelines due to their subjectivity and likely restrictiveness**. The 'consensus orientated' principle was particularly problematic for one Council, being seen to be contrary to good governance. **In all, the Act should establish expectations of a culture of governments rather than be overly prescriptive in approach.**"

This attitude is of huge concern in that councils are resisting an obvious recommendation for improvement, and therefore, will Council please confirm if Devonport City Council itself supports the submission from LGAT in relation to the legislating of the eight good governance principles?

Response

Council is not required to endorse or approve submissions made by LGAT and has not specifically considered the submission to which you refer.

MR CHRISTOPHER MILLS – 52 CAROLINE STREET, EAST DEVONPORT

Questions on notice received from Mr Christopher Mills received 20 July 2020 are **reproduced as attachment 3**.

Q1 When the General Manager & Councillor Alexiou visited this landslip zone on the afternoon of 30 June, they no doubt noticed that Council's landscaping of the new Park includes the northern slope of the Developer's own block.

They may have also noticed that provision has been made for steps leading down from this residential block to access the new park.

Why has the Infrastructure & Works Dept favoured the Developer by partially landscaping the Developer's block and by providing exclusive access to the new Park?

Response

Council has not undertaken the actions that you suggest.

Q2 So far Council claim to have spent \$7,580 by cutting down 7 mature gum trees and then landscaping the exposed area of the landslip zone to create a Park. It has previously been confirmed by the GM that there is no intention of providing an accessible access to this Park for the Public.

Why has Council created a new park that will have no clear community access?

Response

Council has not created a new park, and there is no change to the existing use of the land.

MR BOB VELLACOTT – 11 COCKER PLACE DEVONPORT

Questions on notice received from Mr Bob Vellacott received 20 July 2020 are **reproduced as attachment 4**.

Q1 I understand Council can not release the signed, unredacted/complete copy of the Project Development Management Arrangement between Devonport City Council and Projects and Infrastructure Holdings Pty Ltd (P+i) because of among other things it was dealt with, secretly, in a closed session and thus is exempt under section 32(1)(a) of the Right to Information Act 2009 (the Act) and therefore must remain confidential.

I further understand some on Council are endeavouring to be more transparent and open in the overall administration of Council business

- a) Please inform as to whether or not there is any impediment to prevent Council from resolving by absolute majority to release copies of the arrangement (PDMA)?

If the answer is yes, that there is indeed an impediment – Then –

- b) I respectfully ask will Council provide the evidence that prohibits Council from releasing in total the said arrangement (PDMA.)

Response

Council are bound by confidentiality provisions within the agreement which prevent its release, without the agreement of both parties.

- Q2** a) If Council is permitted to release the information, provided a suitable motion to that effect is passed by council; then will you Mayor as an elected councillor on behalf of your constituents put forward a suitable notice of motion that would permit the release of the original agreement as per above.

Answer – A simple yes or no will suffice.

And -

- b) If your answer is NO, then would you assist any Councillor, in the compilation of an acceptable notice of motion, who would be willing to put forward such a motion, that would initiate debate and a vote to permit the original PDM Agreement and amendments to be made available for public inspection?

Answer - A simple yes or no answer will suffice.

Response

The question is not applicable given restrictions noted in response to question 1

MR BOB VELLACOTT – 11 COCKER PLACE DEVONPORT

Questions on notice received from Mr Bob Vellacott received 20 July 2020 are **reproduced as attachment 5**.

- Q1** Preamble- Firstly Mayor and Councillors I commend those Councillors who have attempted in the past and continue to try and create an atmosphere of genuine transparency in Council affairs; among other things in dealing with business pertaining to Providore Place, Providore Place Devonport Pty Ltd, Projects and Infrastructure Pty Ltd, Mr Ben Milbourne as the Devonport Living City Food Ambassador and the Waterfront Hotel Fairbrother Pty Ltd.

- a) Will you Mayor and those Councillors who were party to the decision to originally employ and or engage those named above and all subsequent dealings with them, please inform why it was, bearing in mind Council is not a privately owned business, absolutely necessary to have Strictly Confidential Commercial in Confidence Agreements?

Response

The matters you raise are typically considered in this manner and accordingly the necessary provisions are provided within relevant legislation such as the Local Government Act 1993 and the Right to Information Act 2009.

- b) due to the fact that in many instances, the tenants and owners, would be in open competition with, existing unsubsidised rate paying business in the city, did Council at that time take into consideration the requirements of the State Economic Regulator, the Australian Competition and Consumer Commission (COAG) and the ramifications for non compliance of not only the actual regulations but also the intent of their requirements.

Response

Council does not consider any actions have been undertaken which are not in compliance with said authorities.

Also in regard to the above -

- c) due to the fact that almost all of the critical details of the agreements were/are unnecessary commercial in confidence, is it fair to say that existing businesses are placed at a distinct disadvantage because they were not able to know the true situation in regard to the concessions and obvious subsidisations.

Response

This question is taken as an opinion.

And –

- d) If Council did take into consideration the above mentioned aspects were all decisions made based on advice from a qualified person and if so who specifically gave that advice?

Response

All Council resolutions are considered with the provision of qualified advice as required under section 65 of the *Local Government Act 1993*.

ATTACHMENTS

1. GMGOV - Letter - Questions on Notice - Council Meeting - 27 July 2020 - Bob Vellacott - Feral Pigeons [**3.2.2.1** - 4 pages]
2. GMGOV - Letter - Questions on Notice - Council Meeting - 27 July 2020 - Malcolm Gardam - various [**3.2.2.2** - 3 pages]
3. GMGOV - Letter - Questions on Notice - Council Meeting - 27 July 2020 - Christopher Mills - Community Park [**3.2.2.3** - 1 page]
4. Question on Notice - Council Meeting - 27 July 2020 - Bob Vellacott - Transparency [**3.2.2.4** - 1 page]
5. GMGOV - Letter - Question on Notice - Council Meeting - 27 July 2020 - Bob Vellacott - P+i [**3.2.2.5** - 1 page]

RECOMMENDATION

That Council in relation to the correspondence received from Mr Bob Vellacott, Mr Malcolm Gardam and Mr Christopher Mills endorse the responses proposed and authorise their release.

A Pigeons (Feral) Rooke St July 2020 to final send

THE GENERAL MANAGER
DEVONPORT CITY COUNCIL
BEST STREET DEVONPORT TAS 7310

ROBERT B VELLACOTT
11 COCKER PLACE
DEVONPORT 7310

Attention
The Mayor and Councillors
The Senior Health Officer

7th July 2020 Questions on notice for DCC meeting 27th July 2020

Subject - Feral Pigeon problems specifically 127 Rooke Street Rooke & CBD

I wish to bring to your attention the most unsatisfactory ongoing problem of the feral pigeons nesting directly above the footpath/ pavement in front of the Noodle Box food shop

I presume most Senior Staff and Councillors would be well aware of this because of the close proximity of the paranaple centre and the many times they would have walked by in the past and more so in recent times, especially those in a supervisory position due to the fact of the ongoing council work and more recent pavement /foot path upgrade.

The noisome mess of pigeon excreta and vile staining of the newly constructed, unsealed pavement that confronts pedestrians and business people is to be deplored. And more so for other business owners who, in that vicinity, have had to tolerate some 4 years or more of ongoing construction work by council and others virtually on their door step: with little it appears consideration and assistance given by council.

I am also aware (and so should members of council) of the pigeons colonising on the ledges and roof of the Visitor information Centre situated opposite the Mayor's and senior staff windows on the northern side of the paranaple centre .

For your edification I have **appended** information pertinent to the many problems including in particular OH&S caused by feral pigeons. I note - "*Council takes workplace health and safety very seriously*" .

I respectfully request that immediate attention be given by council to the problem

Question - Please inform:-

a) asp when will council take action to fix the problems? And

b) what further direct action and assistance, where necessary, will council undertake to control and hopefully eliminate the feral pigeon problem throughout municipality , thus to ensure residents and visitors to the city can enjoy a safe and healthy environment ?

I look forward to acknowledgement of receipt of this correspondence and a favourable outcome.
Please include all above, appended and responses in the 27th July Council Agenda.

Yours Sincerely

R. B. Vellacott - RATEPAYER

NB Appended information next page

CC- Director of Public Health - Tasmania

(Ref – WA Health)

Pigeons (*Columba livia*)- *aka flying rats* - have been known to carry diseases such as **Chiamdiosis, a virus similar to influenza, and Psittacosis, similar to pneumonia.**

Problems and health risks

The presence of pigeons can result in a range of problems. These can include:

- attracting ticks, cockroaches and rats
- damaging buildings and monuments due to the highly corrosive nature of acid in pigeon droppings
- damaging properties by pigeons roosting/breeding in roof spaces, rolled steel joists and inside factory units
- debris from roosting flocks building up, causing gutters and drains to block, damage to roofs and other structures, and creating potential fire hazards
- extensively damaging air-conditioning units and other roof top machinery
- pigeon droppings in/on industrial, commercial, and domestic buildings causing hygiene concerns
- introducing weeds and disease through pigeon droppings
- increasing the risk of disease and parasite transmission between feral, domestic and seabird populations
- Escalating costs through public liability insurance from slipping on dropping build up.
 - Proper precautions must be taken when tackling bird control projects, whether you are doing it yourself or if the work is undertaken by a licensed pest control operator.
 - Respirators, goggles and protective clothing should be worn when cleaning bird sites, particularly those shaded with large amounts of droppings present.





17th July 2020

Devonport City Council
137 Rooke Street
DEVONPORT TAS 7310

Malcolm Gardam
4 Beaumont Drive
MIANDETTA TAS 7310
(Mobile No: 0417 355 813)

ATTENTION: MR. MATTHEW ATKINS – GENERAL MANAGER (MAYOR & COUNCILLORS)

RE: DCC OPERATIONAL & GOVERNANCE QUESTIONS ON NOTICE

Dear Sir,

The following are submitted as questions on notice for the Ordinary Meeting of Council scheduled for Monday 27th July 2020.

Providore Place

1. With reference to The Advocate article titled *"I tried and I failed"* dated 3/7/20, where it reported that *"Milbourne said he previously paid \$60,000 rent to ex-Providore Place head lessee Grant Hirst...."* and *"Mr Hirst paid Milbourne a \$5,000 a month (being \$60,000 a year) marketing fee to promote PP on his TV shows."* **does Council categorically deny that the \$5,000 a month "marketing fee" was not a reimbursable or rent deductible amount provided to Providore Place Devonport Pty Ltd, or Mr Grant Hirst, by Council?**
2. With the departure of CharlotteJack restaurant will Council confirm that Southern Wild Distillery paid rent from 1 January 2020 (when Council took over management of Providore Place) up until the Council provided rent relief to the tenants?
3. Will council please confirm that what appear to be Ethanol containers, associated with Southern Wild Distillery, stored in the Market Square area of the food pavilion do not contain Ethanol or similar flammable product as besides being a hazard it may also breach any insurance policies in the event of a fire or spill claim? (Note: the reason council funded the fire sprinkler system in the SWD tenancy)

Old Library/LINC building site

4. Noting that Council had announced, some time ago, the secured tenancy of the Indie School in the old Library in Fenton Way, with a lease amount having been agreed, will Council please confirm if rent was being paid prior to the COVID-19 rent relief being adopted?
5. Having been announced in October 2019 as intended to be ready for classes to commence in 2020 is Council able to enlighten the community as to when it is now intended to be open for students? (Note: notwithstanding COVID-19 schools did remain operational and are now back to as normal as we can expect)

Waterfront Park / Hotel

6. Will Council please advise as to the value of the new Waterfront Park rotunda as included on the Head Contractor's Progress Claim form and used for the purpose of progress claims?
7. With reference to The Advocate article titled "\$1.3m hotel land sale completed", dated 10/7/20, will council please clarify the following as separate questions:
 - a) Council has previously confirmed that the sale price was \$1.18m so can council advise as to what the reported increased amount of \$118,000 was for?
 - b) Council has stated the area of the land sold is approx. 2,200m², giving the impression that the sale price was about \$590 / m²; accordingly can council please advise as to the exact square meterage as per the title plan document?

Residual loan values for separate elements of Living City Stage 1

8. The former General Manager previously advised the residual loan amounts in relation to Living City property purchases; will Council please provide an updated list as to current residual loan amounts for each of the following?

Property	Address	Residual Loan Amount
Former Webster Site	Steele Street	\$??
Former Harvey Norman Site	Fenton Way	\$??
Former Harris Scarfe Site	Rooke Street	\$??

NOTE: the previously advised residual loan amounts for the former Harvey Norman site was \$5,000,000 and former Harris Scarfe site \$4,000,000.

9. The initial "Stage 1 Funding Implications" document, dated 22/2/16, included the following budgeted values:

Stage 1 Elements	DCC Cash	DCC Borrowings	Residual Loan Amount
Multi-purpose Building	\$7,000,000	\$20,800,000	\$??
Multi-Level Carpark	\$3,000,000	\$11,600,000	\$??
Food Pavilion	Nil	\$5,600,000	\$??
Market Square and landscaping	\$1,000,000	\$1,000,000	\$??

NOTE: While the initial budget model included for an \$11 million cash contribution the actual amount as at June 2019 was \$13.3 million according to the Auditor General.

Accordingly, will Council please confirm what the actual residual loan amount for each listed element (structure) above currently is?

Good Governance

10. The Good Governance Guide is a resource document provided to councillors through DPAC's Local Government Division and considering councillors participated in a workshop on improving openness and transparency in December 2019, and has or intends to conduct another workshop on the same topic, my question is have all councillors undertaken training or instruction on this document and are fully conversant with the practical application of its contents?
11. The current "Review of Tasmania's Local Government Legislation Framework" includes a recommendation at Item 20 to "*Legislate the eight good governance principles*" with details that "*The principles from the Local Government 'Good Governance Guide' would be legislated and linked to the behaviours in the Code of Conduct.*" In its submission to the review the Local Government Association of Tasmania (LGAT), acting on behalf of its member councils, submitted:

*"Mostly supported by the sector **although in general it was felt** by LGAT members that **it would be sufficient to maintain these principles as guidelines due to their subjectivity and likely restrictiveness**. The 'consensus orientated' principle was particularly problematic for one Council, being seen to be contrary to good governance. **In all, the Act should establish expectations of a culture of governments rather than be overly prescriptive in approach.**"*

This attitude is of huge concern in that councils are resisting an obvious recommendation for improvement, and therefore, will Council please confirm if Devonport City Council itself supports the submission from LGAT in relation to the legislating of the eight good governance principles?

Please acknowledge receipt and ensure inclusion in full in the July meeting Agenda.

Malcolm Gardam

CC: Mayor & Councillors

Questions on Notice - Council Meeting – 27 July 2020

From Christopher Mills 52 Caroline Street, East Devonport

Land at 54 Caroline Street, East Devonport

- Q1** When the General Manager & Councillor Alexiou visited this landslip zone on the afternoon of 30 June, they no doubt noticed that Council's landscaping of the new Park includes the northern slope of the Developer's own block.

They may have also noticed that provision has been made for steps leading down from this residential block to access the new park.

Why has the Infrastructure & Works Dept favoured the Developer by partially landscaping the Developer's block and by providing exclusive access to the new Park?

- Q2** So far Council claim to have spent \$7,580 by cutting down 7 mature gum trees and then landscaping the exposed area of the landslip zone to create a Park. It has previously been confirmed by the GM that there is no intention of providing an accessible access to this Park for the Public.

Why has Council created a new park that will have no clear community access?

A QsoN RBV 27 July 2020 Transparency Issues send

The General Manager
Devonport Council
Rooke Street
Devonport 7310

ROBERT B. VELLACOTT – Ratepayer
11 COCKER PLACE
DEVONPORT 7310

20th July 2020

ATTENTION MAYOR AND COUNCILLORS

Questions on notice for DCC meeting 27th July 2020

Subject – Transparency

Q1 - Preamble- Firstly Mayor and Councillors I commend those councillors who have attempted in the past and continue to try and create an atmosphere of genuine transparency in council affairs; among other things in dealing with business pertaining to Providore Place, Providore Place Devonport Pty Ltd, Projects and Infrastructure Pty Ltd, Mr Ben Milbourne as the Devonport Living City Food Ambassador and the Waterfront Hotel Fairbrother Pty Ltd.

a) Will you Mayor and those councillors who were party to the decision to originally employ and or engage those named above and all subsequent dealings with them, please inform why it was, bearing in mind Council is not a privately owned business, absolutely necessary to have Strictly Confidential Commercial in Confidence Agreements?

And

b) due to the fact that in many instances, the tenants and owners, would be in open competition with, existing unsubsidised rate paying business in the city, did council at that time take into consideration the requirements of the State Economic Regulator, the Australian Competition and Consumer Commission (COAG) and the ramifications for non compliance of not only the actual regulations but also the intent of their requirements.

Also in regard to the above -

c) due to the fact that almost all of the critical details of the agreements were/ are unnecessary commercial in confidence, is it fair to say that existing businesses are placed at a distinct disadvantage because they were not able to know the true situation in regard to the concessions and obvious subsidisations.

And –

d) If Council did take into consideration the above mentioned aspects were all decisions made based on advice from a qualified person and if so who specifically gave that advice?

Please include all of the above and answers to the questions in the meeting Agenda for 27th July 2020.

R. B. Vellacott

A QsoN RBV for 27 July 2020 ref MG P+i PDMA to send

The General Manager
Devonport Council
Rooke Street
Devonport 7310

ROBERT B. VELLACOTT – Ratepayer
11 COCKER PLACE
DEVONPORT 7310

20th July 2020

ATTENTION MAYOR AND COUNCILLORS

Questions on notice for DCC meeting 27th July 2020

Subject- release of information pertaining to the living City Project Development Management Arrangement (PDMA)

Question 1

I understand Council can not release the signed, unredacted/complete copy of the Project Development Management Arrangement between Devonport City Council and Projects and Infrastructure Holdings Pty Ltd (P+i) because of among other things it was dealt with, secretly, in a closed session and thus is exempt under section 32(1)(a) of the Right to Information Act 2009 (the Act) and therefore must remain confidential.

I further understand some on council are endeavouring to be more transparent and open in the overall administration of council business

a) Please inform as to whether or not there is any impediment to prevent council from resolving by absolute majority to release copies of the arrangement (PDMA)?

If the answer is yes, that there is indeed an impediment – Then -

b) I respectfully ask will Council provide the evidence that prohibits council from releasing in toto the said arrangement (PDMA.)

Q2

c) If Council is permitted to release the information, provided a suitable motion to that effect is passed by council ; then will you Mayor as an elected councillor on behalf of your constituents put forward a suitable notice of motion that would permit the release of the original agreement as per above .

Answer – A simple yes or no will suffice.

And -

d) If your answer is NO, then would you assist any councillor, in the compilation of an acceptable notice of motion, who would be willing to put forward such a motion, that would initiate debate and a vote to permit the original PDM Agreement and amendments to be made available for public inspection?

Answer - A simple yes or no answer will suffice.

Please Include all of the above and the answers to the questions in the meeting Agenda for 27th July 2020

R.B. Vellacott

3.2.3 QUESTIONS WITHOUT NOTICE FROM THE PUBLIC

3.3 QUESTIONS ON NOTICE FROM COUNCILLORS

At the time of compilation of the agenda, no questions had been received from Councillors.

3.4 NOTICES OF MOTION

3.4.1 PLANTING OF TREES - NOTICE OF MOTION - CR LYNN LAYCOCK

Author: **Robyn Woolsey, Executive Assistant General Management**
Endorser: **Matthew Atkins, General Manager**

In accordance with Regulation 16(5) of the *Local Government (Meeting Procedures) Regulations 2015*, a notice of motion has been received from Councillor Lynn Laycock.

ATTACHMENTS

Nil

MOTION

That Council works closely with the Rotary Club of Devonport North with the planting of trees around our City.

SUPPORT

The Club are keen to see more tree planting around the city and in particular around the perimeter of Byard Park. They are happy to explore the possibility of grants that may be available to fund this type of initiative. They picture mainly attractive deciduous trees providing shade in summer, a splash of colour in autumn and sun in winter.

The club is also happy to assist Council financially with these trees, tree guards as well as assisting Council staff with the planting.

Council has always been supportive of tree planting in our city, personally I first raised this back in 2005 and all our elected members were and still are most supportive of having more trees planted. It did take a few years but we have since adopted a tree policy which is online for public access.

OFFICER'S COMMENTS

At its meeting of 22 July 2019 Council adopted a Tree Policy that supports the intended outcomes identified in this Notice of Motion. Council Officers would be happy to facilitate a meeting with the Rotary Club of Devonport North to discuss the specific proposals identified.

4 PLANNING AUTHORITY MATTERS

The Mayor will now announce that Council intends to act as a Planning Authority under the *Land Use Planning and Approvals Act 1993* for the consideration of Agenda Item 4.1.

Council is required by Regulation 8(3) of the *Local Government (Meeting Procedures) Regulations 2015* to deal with items as a Planning Authority under the LUPA 1993 in a sequential manner.

The following item is to be dealt with at the meeting of Council in its capacity as a Planning Authority.

4.1 TASMANIAN PLANNING SCHEME - DRAFT DEVONPORT LOCAL PROVISIONS SCHEDULE - REPRESENTATIONS RECEIVED DURING PUBLIC EXHIBITION PERIOD

4.1 TASMANIAN PLANNING SCHEME - DRAFT DEVONPORT LOCAL PROVISIONS SCHEDULE - REPRESENTATIONS RECEIVED DURING PUBLIC EXHIBITION PERIOD

Author: **Mark McIver, Project Officer**

Endorser: **Matthew Atkins, General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 2.1.1 Apply and review the Planning Scheme as required, to ensure it delivers local community character and appropriate land use

SUMMARY

This report relates to the exhibition of the draft Devonport Local Provisions Schedule (LPS) which has been prepared as part of the transition to the Tasmanian Planning Scheme. In accordance with the requirements of section 35F of the *Land Use Planning and Approvals Act 1993*, Council is required to prepare a report to the Tasmanian Planning Commission on the representations received during the public exhibition period, including its opinions on whether the matters raised in those representations are of sufficient merit to necessitate a modification to the draft LPS.

BACKGROUND

Through amendments to the *Land Use Planning and Approvals Act 1993* (LUPAA), the State Government has legislated for the introduction of a single state-wide planning scheme to be known as the Tasmanian Planning Scheme.

The Tasmanian Planning Scheme will replace all existing local council planning schemes and will come into effect for each council once the relevant LPS is declared/approved for that local government area.

In general terms, the Tasmanian Planning Scheme will comprise two parts:

- (1) a set of standardised state-wide planning "rules" called the State Planning Provisions – (administrative provisions, provisions for zones, codes, etc.); and
- (2) a Local Provisions Schedule which contains the zone and code overlay maps that apply the State Planning Provisions to a local council area.

As part of the transition to the Tasmanian Planning Scheme, each local council is required to prepare a Local Provisions Schedule for its own local government area, with this work essentially about the spatial application of the State Planning Provisions. In other words, it can generally be described as a mapping exercise to determine where the standardised zones and codes of the State Planning Provisions are to be applied.

At its ordinary meeting of 24 June 2019, the Devonport City Council determined to endorse and submit the draft LPS to the Tasmanian Planning Commission (the Commission) which has been prepared for the Devonport local government area. The draft LPS was formally submitted to the Commission on 28 June 2019.

On 13 March 2020, the Commission directed Council to exhibit the draft LPS for the statutory 60-day exhibition period required under LUPAA.

STATUTORY REQUIREMENTS

Following the statutory public exhibition of the draft LPS (carried out in accordance with the requirements of sections 35C and 35D of LUPAA), Council must now prepare a report

to the Tasmanian Planning Commission regarding that exhibition. The report is to consider the representations received during the public exhibition period including an assessment and recommendation on whether the matters raised in those representations are of sufficient merit to necessitate a modification to the draft LPS. The specific legislative requirements for this post exhibition report are set out under section 35F of LUPAA and are reproduced below.

LUPAA - Section 35F – Report by planning authority to Commission about exhibition

- (1) A planning authority, within 60 days after the end of the exhibition period in relation to a draft LPS in relation to the municipal area of the planning authority or a longer period allowed by the Commission, must provide to the Commission a report in relation to the draft LPS.
- (2) The report by the planning authority in relation to the draft LPS is to contain –
 - (a) a copy of each representation made under section 35E(1) in relation to the relevant exhibition documents in relation to the draft LPS before the end of the exhibition period in relation to the draft LPS, or, if no such representations were made before the end of the exhibition period, a statement to that effect; and
 - (b) a copy of each representation, made under section 35E(1) in relation to the relevant exhibition documents in relation to the draft LPS after the end of the exhibition period in relation to the draft LPS, that the planning authority, in its discretion, includes in the report; and
 - (ba) a statement containing the planning authority's response to the matters referred to in an LPS criteria outstanding issues notice, if any, in relation to the draft LPS; and
 - (c) a statement of the planning authority's opinion as to the merit of each representation included under paragraph (a) or (b) in the report, including, in particular, as to –
 - (i) whether the planning authority is of the opinion that the draft LPS ought to be modified to take into account the representation; and
 - (ii) the effect on the draft LPS as a whole of implementing the recommendation; and
 - (d) a statement as to whether it is satisfied that the draft LPS meets the LPS criteria; and
 - (e) the recommendations of the planning authority in relation to the draft LPS.
- (3) Without limiting the generality of subsection (2)(e), the recommendations in relation to a draft LPS may include recommendations as to whether –
 - (a) a provision of the draft LPS is inconsistent with a provision of the SPPs; or
 - (b) the draft LPS should, or should not, apply a provision of the SPPs to an area of land; or
 - (c) the draft LPS should, or should not, contain a provision that an LPS is permitted under section 32 to contain.

COMMUNITY ENGAGEMENT

In accordance with the requirements of LUPAA, the draft LPS was made available for public exhibition for a period of 60 days. The public exhibition period was conducted from Monday 23 March 2020 until the close of business on Friday 12 June 2020.

During this exhibition period, the community could inspect and make representation on the content of the draft LPS.

Council has fulfilled its statutory obligations under sections 35C and 35D of LUPAA to inform and notify the public regarding the exhibition of the draft LPS. This included:

- (a) newspaper notifications published in the Advocate Newspaper on Saturday 21 March 2020, Wednesday 1 April 2020, and Saturday 23 May 2020;
- (b) the exhibition of the relevant exhibition documents:
 - i. at the paranple centre making use of the digital display screens on the ground floor of the paranple centre adjacent to the Service Tasmania area (the same platform that is used to display notifications for discretionary planning permit applications); and
 - ii. via Council's website.

In addition to the statutory notification requirements, a media release was issued on Friday 20 March 2020 regarding the exhibition of the draft LPS and which was also supported by social media posts on Facebook and Twitter.

During the exhibition period, Council planning staff were available to provide advice and assist with any queries in relation to the draft LPS – this assistance was available by phone, via email, or via requested appointment.

A specific page on Council's website was created for the exhibition of all the draft LPS related information and documentation. Analytics collected on this page during the exhibition period indicates that it was viewed a total of 292 times.

The public exhibition period was extended until Friday 12 June 2020 to compensate for those days that the parade centre was completely closed to the public from Wednesday 15 April – Friday 1 May 2020.

REPRESENTATIONS

18 representations were received during the public exhibition period. The list of representors is shown below.

No.	Representor	Matter(s)
1	TasWater	Statement of full support for draft LPS
2	Lesley Hall	Seeks application of Rural Living Zone to land at 179 Winspears Road, East Devonport.
3	Department of Police, Fire & Emergency Management	Observational queries – Flood Prone Areas Hazard Code.
4	Veris	Seeks application of Rural Zone to land at 126 Brooke Street, East Devonport.
5	Scouts Tasmania	Seeks application of Rural Zone to Fulton Park at 342 Pumping Station Road, Forth.
6	Australian Institute of Architects	Seeks modification to the provisions of the Particular Purpose Zone – Elimatta Hotel, and the Devonport Regional Homemaker Centre Specific Area Plan.
7	Plan Place P/L	Essentially wants to ensure the LPS process is "aware" that an imminent planning scheme amendment will be made to the current Interim Planning Scheme proposing the insertion of a Particular Purpose Zone for the land at 17 Devonport Road, Miandetta (The Cove Waterfront Complex).
8	TasNetworks	Seeks application of Utilities Zone to recognise land containing TasNetworks communications infrastructure, minor corrections to the Electricity Transmission Infrastructure Protection Code overlay and seeks modifications to Natural Assets Code – Priority Vegetation Area overlay.
9	EnviroPlan	Seeks application of Rural Living Zone to land at 20 Fraser Street, Spreyton
10	June Hilder	Seeks further inclusions of land to the Environmental Management Zone and also further inclusions to the Natural Assets Code – Priority Vegetation Area overlay
11	Central North Field Naturalists Inc.	Seeks further inclusions of land to the Environmental Management Zone and also further inclusions to the Natural Assets Code – Priority Vegetation Area overlay
12	David Bennett	Seeks application of Rural Living Zone to 179 Winspears Road, East Devonport (same as Representation 2.)
13	Michell Hodgetts & Associates	Seeks application of Rural Living Zone to land at the southern end of Tugrah Road and surrounds and seeks modifications to Natural

No.	Representor	Matter(s)
		Assets Code – Priority Vegetation Area overlay.
14	Vishnu Prahalad	Seeks further inclusions of land to the Natural Assets Code – Future Coastal Refugia Area overlay
15	Department of State Growth	Observational queries – zoning of land containing Private Timber Reserves, and zoning of industrial land at Quoiba.
16	TasFire	Seeks revisions to Bushfire-Prone Areas Code overlay map
17	TasRail	Seeks application of Utilities Zone to recognise land forming part of the State Rail Network
18	Devonport City Council	Seeks correction to Natural Assets Code – Waterway and Coastal Protection Area overlay where it overlaps the Devonport Tennis Club facilities at 18-32 North Street, Devonport.

An assessment of each representations and recommendations in response to the matters raised in each representation is provided as Attachment 1 – Part A.

Copies of each of the received representations are enclosed with Attachment 2.

DISCUSSION

Statutory requirements for a draft LPS – the LPS criteria (s.34(2) LUPAA)

The draft LPS has been prepared in accordance with the requirements of LUPAA. As instructed and set out under section 34(2) of LUPAA, a draft LPS must satisfy a set of criteria which are detailed below.

A draft LPS must:

- (a) contain all the provisions that the State Planning Provisions specify must be contained in an LPS;
- (b) comply with the content requirements specified by section 32 of LUPAA;
- (c) further the objectives set out in Schedule 1 of LUPAA;
- (d) be consistent with each State Policy;
- (e) be, as far as practicable, consistent with the relevant regional land use strategy;
- (f) have regard to the relevant strategic plan, prepared under section 66 of the *Local Government Act 1993*;
- (g) be, as far as practicable, consistent with and co-ordinated with any LPS's that apply to adjacent municipal areas; and
- (h) have regard to the safety requirements set out in the standards prescribed under the *Gas Pipelines Act 2000*.

Before the draft LPS was made available for public exhibition, the Commission was required to be satisfied that the above criteria contemplated under section 34(2) of LUPAA were met. This process involved lengthy and complex negotiations between the Commission and Council's planning staff over a period of more than six months. Prior to exhibition, the Commission directed Council to undertake some modifications to the draft LPS that was originally submitted on 28 June 2019 – to ensure satisfaction with the requirements of the abovementioned LPS criteria.

It is important to establish that the draft LPS as made available for public exhibition has been determined by the Commission to satisfy the LPS criteria. Any modifications to the draft LPS from this point will need to be appropriately justified and reassessed by the Commission for compliance with the LPS Criteria.

Guideline No. 1 – Local Provisions Schedule (LPS): zone and code application

- (1) The principal point of instruction for the allocation of zones and codes made with the draft LPS is *Guideline No. 1 – Local Provisions Schedule (LPS): zone and code application (June 2018)*. This Guideline was issued by the Tasmanian Planning Commission in accordance with s.8A of LUPAA.
- (2) The application of all zones and code overlays included with the draft LPS must be in accordance with Guideline No.1. This Guideline is specifically used in assisting to determine compliance with the LPS criteria described previously.

Zone allocations made with the Devonport draft LPS

The draft LPS assigns all land with the Devonport local government area to a zone and it is that zoning that provides the primary mechanism for regulating land use and development under the planning scheme. The zoning makes provision for what use and development can occur in particular areas and under what circumstances.

The allocation of zones made with the draft LPS has sought to find an appropriate balance between:

- (1) the instruction contained in the LPS Zone and Code Application Guideline; and
- (2) zoning assignments that provide for an appropriate recognition of existing and well-established land use and development patterns in the Devonport local government area.

Broader strategic planning considerations

A key challenge in preparing the draft LPS has been the need to differentiate between what is necessary to prepare a draft LPS versus what could be described as broader strategic planning considerations (for example the rezoning areas of land not currently used or zoned for residential purposes to accommodate future settlement growth).

The Minister for Planning has, on multiple occasions, advised local councils that the State Government's position is that the LPS process is not about the opportunity to undertake significant strategic land use planning reviews. This position is emphasised in a previous statement issued by the Minister for Planning which is reproduced below:

'The current process of preparing draft LPS's to give effect to the Tasmanian Planning Scheme is a priority for the Government and the efficient conversion of current interim planning schemes to the LPSs should not be unnecessarily complicated by the introduction of strategic changes that are not related to the facilitation of that process.'

[Minister's Advisory Statement, June 2017]

The above approach is not intended to diminish the need for or importance of some broader strategic land use planning reviews. Instead it aims to recognise that such matters do have the potential to unnecessarily complicate and delay the draft LPS process. Council recognises the need to undertake some more contemporary localised strategic land use planning reviews (such as the preparation of a residential settlement strategy). These initiatives are currently being pursued – but ultimately this will occur outside and separate to the draft LPS process.

Broader strategic changes can be considered as part of the usual planning scheme amendment process under LUPAA either to the current Interim Planning Scheme or an approved draft LPS – and where there is appropriate strategic planning to support those changes (such as a residential settlement strategy).

The draft LPS process should not be unnecessarily complicated or delayed by matters which can be appropriately considered through the usual planning scheme amendment process under LUPAA.

Modifications to the draft LPS following public exhibition

Without diminishing the importance of the community feedback received in the representations, it is recommended that any modifications made to the draft LPS following public exhibition relate to matters where there is a readily apparent or otherwise compelling justification for modification – and where those changes can be appropriately supported by the instruction contained in the LPS Zone and Code Application Guideline.

Any significant changes which are of a more strategic nature (and which may require additional strategic planning, including strategies to justify those changes) will undoubtedly complicate and delay the finalisation of the draft LPS.

Some of the matters raised in the representations can be categorised as being of a broader strategic nature relating to the expansion of existing settlement areas and where there is limited strategic justification to support these changes as part of the draft LPS process. It is recommended that these matters can be more appropriately considered as part of the usual planning scheme amendment process under LUPAA either to the current Interim Planning Scheme or an approved LPS – and when there is appropriate strategic planning in place to support those changes.

The current process under LUPAA is essentially that any substantial modifications made to a draft LPS post the public exhibition phase requires the Commission to reject a draft LPS. This effectively resets the process whereby a local council must then prepare a modified draft LPS with appropriate justification to satisfy a further assessment by the Commission and then followed by a further 60-day public consultation period. This is not a desirable outcome and would add significant delays to what has already been a very lengthy and complex process.

It is advised that Council would be best served to finalise the draft LPS as efficiently as possible, which will enable a better focus on preparing the necessary strategic planning to support some of the strategic changes proposed in some of the representations. These future changes can be appropriately considered under the normal planning scheme amendment process enabled by LUPAA.

There is also some question of fairness to the broader community as to why the entire process should be delayed in trying to seek significant changes to the draft LPS (such as the expansion of settlement boundaries) – when there is no current strategic planning available to support those modifications.

It is important to emphasise that all those persons who made a representation will have the opportunity to further elaborate their claims as part of the public hearing process conducted by the Commission in its assessment of the draft LPS. In this context, Council's recommendations on the representations are not necessarily a final outcome for those affected persons.

A summary of the recommended modifications to the draft LPS following the exhibition period is included at **Attachment 1 – Part B**.

Next steps in the draft LPS process

Following receipt of the Council's report on the exhibition of the draft LPS, the Commission will undertake an assessment of the representations received and facilitate public hearings into the representations received during the public exhibition period. A generalised flow chart of the draft LPS approval process is shown in Figure 1 below - with the yellow shaded section indicating the current stage in the process.

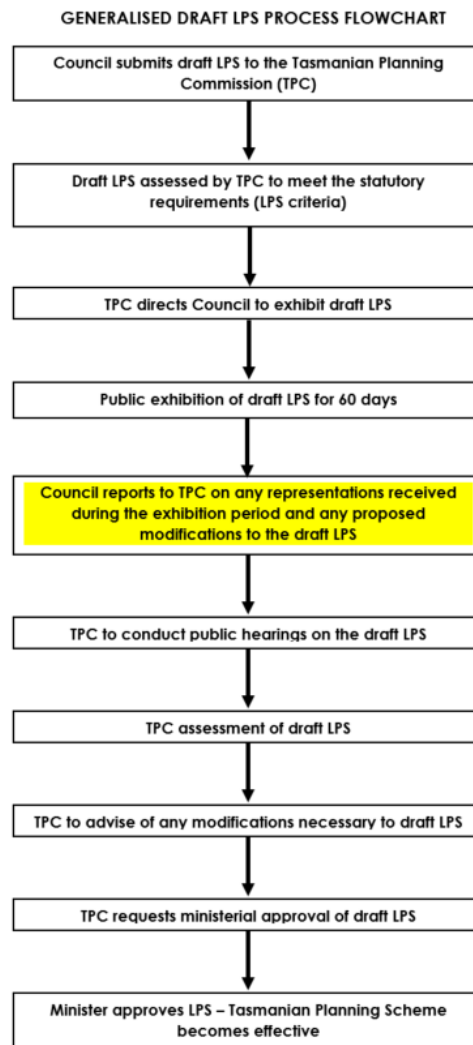


Figure 1 – Generalised draft LPS process flowchart

FINANCIAL IMPLICATIONS

No specific financial implications are predicted from the recommendations contained in this report. The preparation of a draft LPS is a statutory requirement for each local council in the State in their role as planning authorities under LUPAA and as part of the transition to a single state-wide planning scheme. Much of the cost associated with the draft Devonport LPS have been covered by Council's operational budget with the work completed by Council staff.

RISK IMPLICATIONS

In general terms, the risk considerations associated with this phase of the draft LPS process are those generally typical to Council's role as a planning authority under LUPAA and the associated statutory processes thereunder.

Notwithstanding the above, perhaps the most prominent risk consideration, and as detailed previously in this report, is that the draft LPS process should not be unnecessarily complicated or delayed by matters which can be appropriately considered through the usual planning scheme amendment process under LUPAA. Seeking to make significant changes which are of a more strategic nature (and which may require additional strategic planning to justify those changes) will undoubtedly complicate and delay the finalisation of the draft LPS.

Council can minimise the level of risk associated with this phase of the draft LPS process by adopting the approach that any modifications made to the draft LPS following public

exhibition, and in response to those matters raised in the received representations, relate to circumstances where there is a readily apparent, or otherwise compelling, justification for modification, and where those changes can be appropriately supported by the instruction contained in the LPS Zone and Code Application Guideline.

Broader strategic changes can be appropriately considered as part of the usual planning scheme amendment process under LUPAA either to the current Interim Planning Scheme or an approved draft LPS and where there is appropriate strategic planning in place to support those changes.

CONCLUSION

This report, including attachments, is made on the exhibition of the draft Devonport LPS and provides an assessment of the received representations and subsequent recommendations. This report has been prepared to meet the requirements set out under section 35F of LUPAA and is suitable for submission to the Tasmanian Planning Commission.

ATTACHMENTS

1. Attachment 1 (combined Parts A, B, C) [**4.1.1** - 54 pages]
2. Attachment 2 (combined reps 1-18) [**4.1.2** - 364 pages]

RECOMMENDATION

That Council in its role as a Planning Authority, and in accordance with section 35F of the *Land Use Planning and Approvals Act 1993*, endorse and submit to the Tasmanian Planning Commission this report about the exhibition of the draft Devonport Local Provisions Schedule, which includes the following particulars:

- (a) as set out in **Attachment 1 – Part A**, the Planning Authority's consideration of the received representations including opinions as to the merit of each representation and any subsequent recommendation for modification to the draft LPS;
- (b) as set out in **Attachment 1 - Part B**, the Planning Authority's recommended modifications to the draft LPS following the exhibition period made in accordance with section 35F(2)(c) and 35F(2)(e) of the *Land Use Planning and Approvals Act 1993*;
- (c) a copy of each representation received during the public exhibition period (as enclosed with **Attachment 2**); and
- (d) determination that the draft LPS (including those recommendations and modifications described in **Attachment 1 – Part A and Part B**) satisfies the local provisions schedule criteria set out under section 34(2) of the *Land Use Planning and Approvals Act 1993*.

5 REPORTS

5.1 STORMWATER ASSET MANAGEMENT PLAN

Author: **Michael Williams, Infrastructure & Works Manager**

Endorser: **Matt Skirving, Executive Manager City Growth**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

- | | |
|----------------|---|
| Strategy 2.3.1 | Develop and maintain long term Strategic Asset Management Plans |
| Strategy 2.3.3 | Provide and maintain stormwater infrastructure to appropriate standards |

SUMMARY

This report presents the Stormwater Asset Management Plan (SW-AMP) to Council for adoption, following a period of public consultation.

BACKGROUND

Asset management planning is a comprehensive process to ensure delivery of services from infrastructure are provided in a financially sustainable manner.

Council's Stormwater infrastructure assets have a combined replacement value of \$137.7M with an annual depreciation expense of over \$1.3M. Stormwater assets represent the largest asset group by number, and second largest in value.

The SW-AMP has been prepared based on asset and financial data available as at December 2019. Therefore, it does not consider any of the current or future impacts of the COVID-19 pandemic. Future reviews of the SW-AMP will respond to the funding changes that may occur due to the impacts of the COVID-19 pandemic.

STATUTORY REQUIREMENTS

Section 70B of the *Local Government Act 1993* relates to Council's requirement to have long term strategic asset management plans for major asset classes.

Local Government (Content of Plans and Strategies) Order 2014 specifies the matters that are required to be included in strategies under the *Local Government Act 1993*.

DISCUSSION

Council determined, at its meeting on 25 May 2020 (Min No 83/20 refers), to endorse the draft SW-AMP for a 30-day consultation period. This period has now concluded, and the SW-AMP is presented for adoption.

COMMUNITY ENGAGEMENT

The SW-AMP was made available for the public to review and provide feedback on Council's website. This was promoted via Council's social media.

The SW-AMP was viewed 238 times, but no submissions were made.

FINANCIAL IMPLICATIONS

Future funding requirements contained within the SW-AMP will need to be considered by Council in determining forward Capital Works Program allocations, and will require adjustments to Council's Long-Term Financial Plan.

RISK IMPLICATIONS

- Asset & Property Infrastructure
Adoption of the SW-AMP is a key activity in ensuring the long-term sustainability of the provision of stormwater asset-based services.
- Legal Compliance
Adoption of the SW-AMP is required as part of Council's compliance with the *Local Government Act 1993*.
- Risk Management Practices
Adoption of the SW-AMP ensures that risks associated with this asset class are identified and treated.

CONCLUSION

The SW-AMP was endorsed by Council for public consultation in May. No feedback was received during the consultation period, so the SW-AMP can be adopted.

ATTACHMENTS

1. AM Plan - Stormwater - 2020-2023 - for adoption [**5.1.1** - 28 pages]

RECOMMENDATION

That Council adopt the Stormwater Asset Management Plan 2020-2023.



Stormwater Asset Management Plan

April 2020

Next Date of Review:	April 2023
Document Controller:	Infrastructure & Works Manager
Document Reviewer:	City Engineer
Date Adopted by Council:	TBA
Resolution Number:	Insert resolution number

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1 EXECUTIVE SUMMARY

This asset management plan (AM Plan) details information about stormwater infrastructure assets including actions required to provide an agreed level of service in the most cost-effective manner while outlining associated risks. The plan defines the services to be provided, how the services are provided and what funds are required to provide the services over a 10-year planning period.

The stormwater network comprises the following assets (as at 17th December 2019):

- Pipes: 249 km
- Manholes and Pits: 7712 items
- Headwalls: 505 items
- Open Drains: 24.7 km
- Subsoil Drains: 62.6 km
- Other Structures: 38 items
- SQIDs: 19 items

These stormwater infrastructure assets have a combined replacement value of \$137,706,000.

The systems Council uses to manage assets include:

- Technology One Finance System
- Technology One Enterprise Suite - Asset
- GIS software (ARCGIS & Geocortex)

We plan to provide stormwater services to mitigate the risk of flooding to people and property. Activities that deliver this outcome include:

- Operation and maintenance of all stormwater assets to meet service levels set in the annual budget.
- Renewal of stormwater assets at end of life, identified in Council's forward capital works program
- Construction of new or upgraded stormwater assets to address a specific issue, identified in Council's forward capital works program
- Acceptance of donated stormwater asset from subdivisions and other developments.

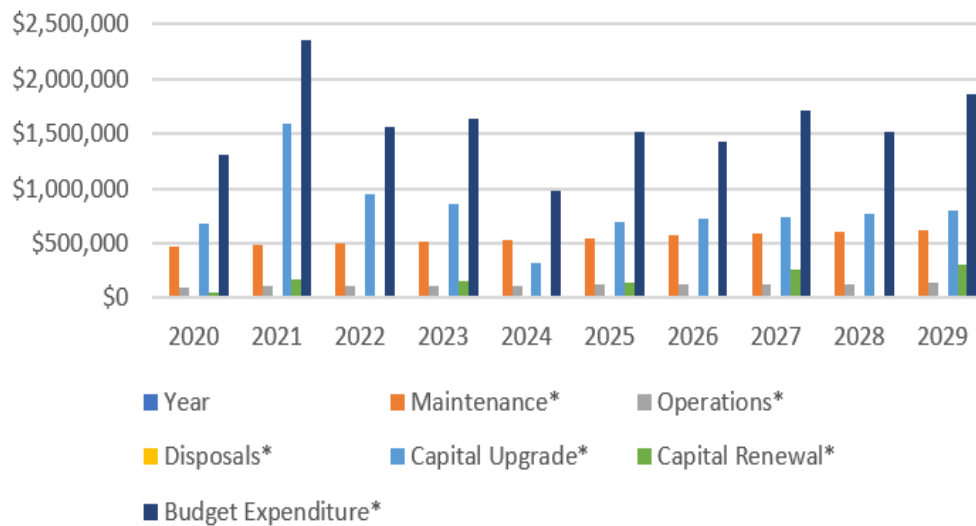
The projected outlay necessary to provide the services covered by this AM Plan includes operations, maintenance, renewal and upgrade of existing assets over the 10-year planning period is \$1,300,000 on average per year. This allocation is nominally available in Council's Long Term Financial Plan (LTFP). However, there is uncertainty on the accuracy of the projected outlay required, and the LTFP is subject to a range of internal and external factors.

Improved asset condition data will improve the accuracy of projected expenditure requirements. Council have recently completed stormwater system management plan which have identified a number of new projects for inclusion in future works programs.

Present funding levels for stormwater assets are enough to continue to provide existing stormwater services, but an increase in service level or provision of new assets to mitigate climate change will require a adjustments to Council's LTFP. Council's appetite for risk will determine the extent of any adjustment required.

This is shown in the figure below (the values in the figure are in current, real dollars).

Devonport CC - Projected Capital and Operational Budget



- 3 -

2. INTRODUCTION

2.1 Background

Asset management planning is a comprehensive process to ensure delivery of services from infrastructure is provided in a financially sustainable manner.

This AM Plan communicates the actions required for the management of stormwater assets (and services provided from these assets), compliance with regulatory requirements, and funding needed to provide the required levels of service over a 10-year planning period.

The AM Plan is to be read in conjunction with the Devonport City Council's key planning documents:

- Asset Management Policy
- Asset Management Strategy
- Stormwater system management plan
- Stormwater Strategy
- Roads and Stormwater Service Level Document

The infrastructure assets covered by this AM plan are shown in Table 2.1. (as at 17th December 2019)

Table 2.1: Assets covered by this Plan

Asset Category	Dimension	Replacement Value
Pipes	249 km	\$98,674,000
Manholes and Pits	7712 items	\$29,305,000
Headwalls	505 items	\$1,602,000
Open Drains	24.7 km	\$2,956,000
Subsoil Drains	62.6 km	\$4,301,000
Other Structures	38 items	\$562,000
SQIDs	19 items	\$306,000
TOTAL		\$137,706,000

2.2 Goals and Objectives of Asset Ownership

Council's goal in managing Stormwater assets is to meet the defined level of service (as amended from time to time) in a financially sustainable manner. The key elements of infrastructure asset management are:

- Defining a level of service
- Monitoring performance
- Managing the impact of growth of the asset base and increased demand for services
- Managing whole of life costs
- Identifying, assessing and appropriately controlling risks
- Linking to Council's Long Term Financial Plan

Other references to the benefits, fundamentals principles and objectives of asset management are:

- International Infrastructure Management Manual 2015
- ISO 55000 Asset Management – Overview, principles and terminology

2.3 Core and Advanced Asset Management

This AM Plan is prepared as a 'core' asset management plan over a 10-year planning period. Core asset management is a 'top down' approach where analysis is applied at the system or network level. An 'advanced' asset management approach uses a 'bottom up' approach for gathering detailed asset information for individual assets. Council intends to move to an 'advanced' approach in future revisions of this AM Plan.

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3. LEVELS OF SERVICE

3.1 Community Research and Expectations

The Local Government Association of Tasmania (LGAT) conduct Community Satisfaction Surveys on a semi-regular basis. The last survey was conducted in 2019. The results compare community satisfaction from each Local Government areas for several services.

To complement the LGAT survey and gain a more detailed understanding of the expectations of the Devonport Community, Council have conducted their own Community Satisfaction Surveys. The last survey was conducted in 2019. One of the key services and facilities with the highest levels of importance were drains, stormwater maintenance.

Prior to the annual budget deliberations, Council seeks input from the community. This gives the community an opportunity to provide feedback regarding where they would like Council to allocate budget funding. This feedback is for both new and renewal projects as well as maintenance funding.

Collection of community expectation and satisfaction levels on a regular basis will improve Council's understanding of the community requirements and expectations of Council's Stormwater assets. Reviewing the questions asked for the budget consultation will give Council an annual indication if the Community's expectation regarding service delivery is being met.

3.2 Strategic and Corporate Goals

This AM Plan is prepared under the direction of Devonport City Council's vision, mission, goals and objectives.

Our vision is:

"Devonport will be a thriving and welcoming regional City, living lightly by river and sea."

Our mission is:

"A commitment to excellence in leadership and service."

Relevant goals and objectives and how these are addressed in this asset management plan are:

Table 3.2: Goals and how these are addressed in this Plan

Goal No.	Goal	Strategy No.	Strategy	AM Plan Context
1	Living lightly on our environment	1.1.1	Lead and actively promote the adoption of practices that support the sustainable use of energy and other natural resources by Council, businesses and the community.	Natural resource input will be a consideration in selection of asset management decisions related to Stormwater assets including other environmental considerations on erosion and water quality.
2	Building a unique city	2.3.1	Develop and maintain long term Strategic Asset Management Plans	Stormwater assets will be provided and maintained to balance community expectations, technical requirements and long term financial sustainability.
5	Practicing excellence in governance	5.5.2	Ensure comprehensive financial planning to meet sustainability requirements.	This asset management plan will be used to inform Council's long term financial plan.

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3.3 Legislative Requirements

There are many legislative requirements relating to the management of Stormwater assets. These include:

Table 3.3: Legislative Requirements

Legislation	Requirement
<i>Local Government Act, 1993, Section 70B</i>	<p>Long-term strategic asset management plans</p> <p>(1) A council is to prepare a long-term strategic asset management plan for the municipal area.</p> <p>(2) A long-term strategic asset management plan is to relate to all assets that are within a class of assets specified in an order under section 70F(3) to be major assets.</p> <p>(3) A long-term strategic asset management plan is to be in respect of at least a 10 year period.</p> <p>(4) A long-term strategic asset management plan for a municipal area is to –</p> <p>(a) be consistent with the strategic plan for the municipal area; and</p> <p>(b) refer to the long-term financial management plan for the municipal area; and</p> <p>(c) contain at least the matters that are specified in an order made under section 70F as required to be included in a long-term strategic asset management plan.</p>
<i>Local Government Act, 1993, Section 70F</i>	<p>Orders determining minimum contents of plans, &c., and classes of assets</p> <p>(1) The Minister, by order, may specify the matters that are required to be included in –</p> <p>(a) a long-term financial management plan; or</p> <p>(b) a long-term strategic asset management plan; or</p> <p>(c) a financial management strategy; or</p> <p>(d) an asset management strategy; or</p> <p>(e) an asset management policy.</p> <p>(2) A matter may be included in a plan, policy or strategy referred to in subsection (1), even though the matter is not specified in an order under subsection (1) as required to be included in such a plan, policy or strategy.</p> <p>(3) The Minister, by order, may specify the classes of assets that are to be taken to be major assets for the purposes of section 70B.</p> <p>(4) The Minister is to consult with councils as to the matters to be included in an order under this section.</p>
<i>Urban Drainage Act 2013, Section 5</i>	<p>Council to provide adequate public stormwater systems</p> <p>(1) A council must, in accordance with the objects of this Act, provide for such public stormwater systems as may be necessary to effectively drain the urban area of the council's municipal area.</p> <p>(2) If a complaint is made to the Minister that a council has failed or neglected to make provision in accordance with subsection (1), the Minister may investigate the complaint.</p> <p>(3) If, after investigating a complaint, the Minister is satisfied that the council has failed or neglected to perform its duty, he or she may make an order declaring the council to be in default and directing it to make provision in accordance with subsection (1) within such period as may be specified in the order.</p> <p>(4) A council may appeal to the Appeal Tribunal against an order under subsection (3) within the period specified in the order.</p> <p>(5) The Appeal Tribunal is to hear and determine an appeal in accordance with the Resource Management and Planning Appeal Tribunal Act 1993.</p>

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	<p>(6) A council must –</p> <p>(a) comply with an order under subsection (3) within the period specified; or</p> <p>(b) lodge an appeal in accordance with subsection (4) .</p> <p>Penalty: Fine not exceeding 1 000 penalty units.</p> <p>(7) If a council fails to comply with any requirement of an order within the period specified, the Minister may take whatever action he or she considers necessary to rectify the council's default, and all the costs and expenses of and incidental to the Minister's action must be paid by the council to the Crown.</p>
Legislation	Requirement
<i>Local Government Act 1993, Section 20</i>	<p>Functions and powers</p> <p>(1) In addition to any functions of a council in this or any other Act, a council has the following functions:</p> <p>(a) to provide for the health, safety and welfare of the community;</p> <p>(b) to represent and promote the interests of the community;</p> <p>(c) to provide for the peace, order and good government of the municipal area.</p> <p>(2) In performing its functions, a council is to consult, involve and be accountable to the community.</p> <p>(3) A council may do anything necessary or convenient to perform its functions either within or outside its municipal area.</p> <p>(4) A council may transfer to a single authority or a joint authority –</p> <p>(a) any of its assets and liabilities on any condition it determines; or</p> <p>(b) any of its employees.</p> <p>(5) A council may –</p> <p>(a) acquire, hold, dispose of and otherwise deal with property; and</p> <p>(b) sue and be sued in its corporate name</p>

3.4 Customer Levels of Service

Customer Levels of Service measure how the customer receives the service and whether value to the customer is provided. Council has defined some customer levels of service in the following documents:

- Stormwater Strategy
- Roads and Stormwater Service Level Document

However, the customer levels of service are not fully defined and have not been matched with community expectations in a formal way.

The levels of service measures in these documents include:

Quality	How good is the service ... what is the condition or quality of the service? e.g. drains works
Function	Is it suitable for its intended purpose Is it the right service? e.g. reduce the flooding
Capacity/Use	Is the service over or under used ... do we need more or less of these assets? e.g. pipe size is adequate to carry stormwater

Formalisation of Customer Levels of Service and assessment of the assets against these levels of service to identify over or under servicing will better align the services provided by Stormwater assets with community expectation and needs and assist in prioritizing provision of new and upgraded assets.

3.5 Technical Levels of Service

Technical Levels of Service are the technical measurements and specifications relating to allocation of resources and physical work to best achieve the desired customer outcomes and demonstrate effective performance.

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Council often refers to these as 'Service Levels' or 'Maintenance Service Levels'

Technical levels of service are achieved through work under Council's capital and operational budgets, including:

- Operations – the regular activities to provide services (e.g. inspections, clear outfalls, clean open drains),
- Maintenance – activities that enable an asset to provide service for its planned life and may be proactive (e.g. minor concrete repairs) or reactive (e.g. pipe patching),
- Renewal – activities that return the service capability of an asset up to that which it had originally (e.g. replacing a collapsed pipe), and
- New – the activities to provide a higher level of service (e.g. construct new detention basins) or a new service that did not exist previously (e.g. an extension of the pipe network).

Operations and Maintenance are carried out under Council's operational budget. Renewal and new project work is carried out under Council's capital works program.

Council's technical levels of service for operations and maintenance are defined in the Roads and Stormwater Service Level Document and are reviewed annually.

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4. FUTURE DEMAND

4.1 Demand Drivers

Demand drivers that may impact future service delivery and use of assets were identified and are documented as:

- Total population
- Public Stormwater availability and utilisation
- Change of land use
- Climate change

4.2 Demand Forecasts

Stormwater assets are impacted by changes in demand in that they have finite capacity so additional flow from either human or environmental factors will increase demand and at some point, exceed capacity. These are shown in table 4.2 below.

Table 4.2: Demand Forecasts on Stormwater Assets

Asset Category	Impacted by changes in demand
Pipes	Yes
Manholes and Pits	Yes
Headwalls	Yes
Open Drains	Yes
Subsoil Drains	Yes
Other Structures	Yes
SQIDs	Yes

Council undertakes hydraulic modelling of all stormwater catchments to determine the current performance of the stormwater network and to identify locations at risk of flooding. This data is included in Council's Stormwater System Management Plan (SSMP).

4.3 Demand Management Plan

The SSMP analyses the performance of existing infrastructure and includes a risk assessment for each catchment. AS at December 2019, 79% of the catchments have been assessed. The table 4.3 shows summary of the risk ratings for Devonport city council 75 urban catchments.

Table 4.3: Summary of the risk ratings

Risk Rating	Total Catchments	% Total
High	4	5%
High-Medium	0	0%
Medium-High	1	1%
Medium	9	12%
Low-Medium	45	60%
Low	0	0%
Not Classified (TBC)	16	21%
TOTAL	75	

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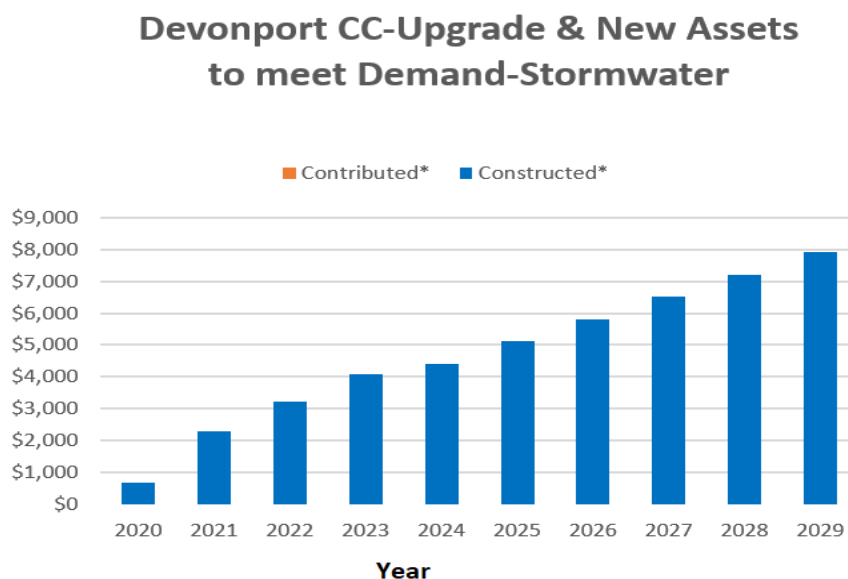
4.4 Asset Programs to meet Demand

The new assets required to meet demand can be constructed as part of Council's capital works program or may be donated or acquired from private developers.

The projection of the cumulative value of additional asset is shown in Figure 1. This projection is based on:

- Contributed assets - as an average of past subdivisional assets donated to Council.
- Constructed assets - the projected capital upgrades and new assets detailed in the forward capital works program.

Figure 1: Upgrade and New Assets to meet Demand – (Cumulative)



- Figure 1 represents the expected value on a cumulative basis of new assets that will be contributed and constructed and upgraded. The contributed asset forecast is assumed to be negligible due to low forecast population growth and the relatively low value of stormwater assets in subdivisions if they do occur. (Values are in current (real) dollars)
- The construction of new assets is driven from the SSMP and is reflected in the Forward Capital Works Program. However, the rate at which this investment is made must align with the LTFP. Council is required to balance the affordability of new assets with the risk of not constructing them.
- Acquiring these new assets will commit ongoing operations, maintenance and renewal costs for the period that the service provided from the assets is required. These future costs are identified and considered in developing forecasts of future operations, maintenance and renewal costs for inclusion in the long term financial plan further in Section 5.

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5. LIFECYCLE MANAGEMENT PLAN

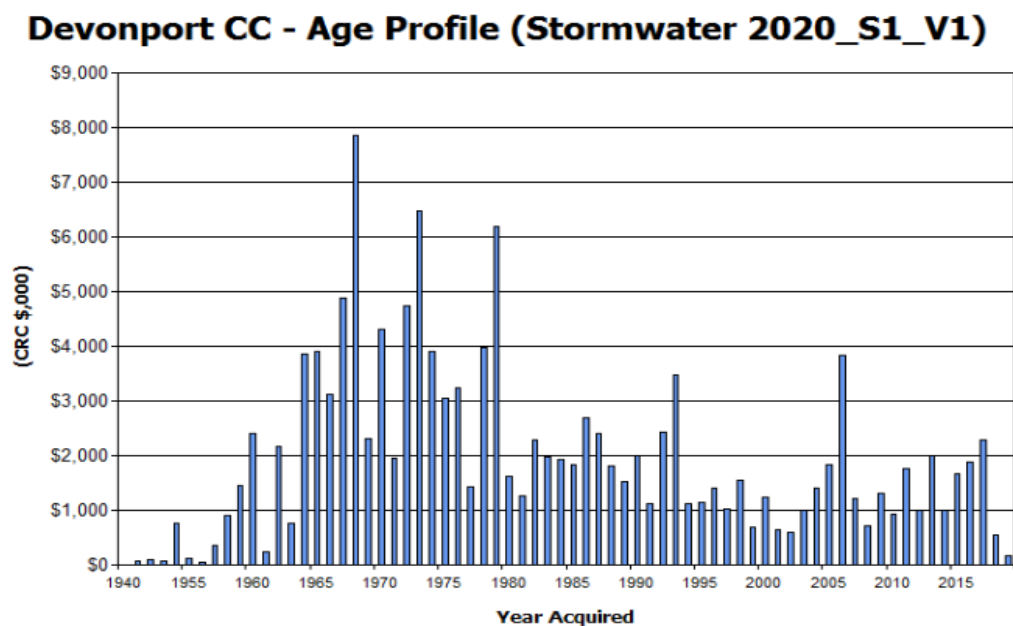
The lifecycle management plan details how Council plans to manage and operate the assets at the agreed levels of service (defined in Section 3) while managing life cycle costs.

5.1 Background Data

5.1.1 Physical parameters

Council's Stormwater assets include a mixture of medium and long-life assets. The age profile of the assets included in this AM Plan are shown in Figure 2 (values are in current dollars).

Figure 2: Asset Age Profile



The peak between 1960 and 1980 is reflective of a period of population growth for Devonport. Most of the pipe network in the urban area was constructed during this period.

5.1.2 Asset capacity and performance

Council has adopted some key performance criteria for Stormwater assets in strategic documents, which are reflective of Customer Levels of Service including;

- Stormwater Strategy
- Stormwater system management plan
- Roads and Stormwater Service Level Document

Catchments identified as priority for upgrade in the SSMP now need a more detailed analysis to plan specific upgrade projects so that the customer levels of service can be met. This would allow the creation of a more comprehensive capital works program and prioritisation of high-risk areas.

An asset management system is required to effectively manage data related to Customer Levels of Service.

5.1.3 Asset condition

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Asset condition data is collected as part of various programs on certain asset types (stormwater pits, pipes, major CCTV camerawork, stormwater outfall program). Condition data is managed effectively to inform asset renewal programs.

Implementation of an asset management system will allow storage, interrogation and management of key asset data, including condition.

Development of a full program of asset condition assessments will result in major improvements in the reliability of asset data, notably projected renewal dates. Therefore, the projected asset renewal funding requirements in the forward capital works program will be more accurate. This then improves the reliability of Council's Long-Term Financial Plan.

Asset condition assessment processes should be developed using IPWEA practice notes where available.

5.2 Operations and Maintenance Plan

Operations include regular activities to provide services such as safety and amenity (e.g. inspections clear outfalls, clean open drains).

Maintenance includes activities that enable an asset to provide service for its planned life and may be proactive (e.g. CCTV camera work) or reactive (e.g. patching).

Operations and maintenance expenditure is shown in Table 5.2.1.

Table 5.2.1: Operations and Maintenance Expenditure Trends

Year	Operations and Maintenance Budget \$
2017-18	\$379,622
2018-19	\$417,832
2019-20	\$572,500

Operational and maintenance expenditure levels appear to be sufficient to meet projected service levels. However, no objective assessment of funding levels has been undertaken. To confirm required projected operational and maintenance expenditure the following activities need to be completed over a 2 - 3 year period;

- Completion of maintenance inspections in accordance with Council's Service Level Documents
- Generation of work requests resultant from maintenance inspections
- Performance reporting on completion of work requests in timeframes specified by Council's Service Level Document
- Implementation of program of asset condition assessments to determine overall condition of asset class

Inadequate funding of operations and maintenance, inefficient use of resources, or incorrect prioritisation of work can result in asset condition deteriorating beyond a level where it can be addressed through maintenance. Beyond this point, more expensive capital renewal is required. This creates an overall reduction in asset condition or requires increased expenditure, neither of which is a desired outcome.

Until these processes are embedded, and reporting can be provided consistently, there is uncertainty around the adequacy of current funding of operations and maintenance levels and future projection of required funding.

5.2.2 Summary of future operations and maintenance expenditures

Future operations and maintenance expenditure is shown in Figure 4. This graph shows an increase as it assumes that the asset base will increase (as shown in Figure 1).

Figure 4: Projected Operations and Maintenance Expenditure

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Devonport CC-Projected Operational and Maintenance Budget-Stormwater

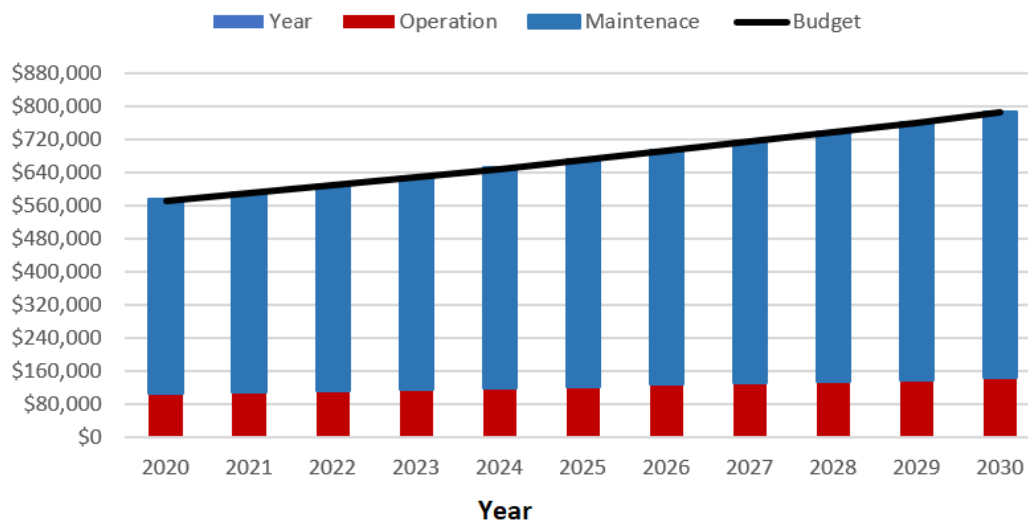


Figure Values are in current (real) dollars.

Maintenance and operational cost as a percentage of total asset value; current replacement cost and written down value is shown in the following graphs. The graphs show funding trends in context of a growing asset base.

5.2.3 Deferred Maintenance

Deferred maintenance is work that is required to meet Council's technical levels of service but is unable to be completed within the required timeframe due to budget constraints.

Council does not defer maintenance in normal circumstances. However, it may be required following natural disasters (flood, fire etc) or following periods of accelerated deterioration (e.g. an extended wet period which facilitates blockage of outfalls).

Council has a number of options in these situations including:

- Deferring the identified maintenance, temporarily lowering the level of service
- Reprioritising maintenance work, resulting in different maintenance work being deferred
- Increasing the maintenance budget
- Funding the work from the capital budget, if the required thresholds can be met

The most appropriate option depends on the type of work and the risks of each option should be assessed.

5.3 'Renewal' Projects

Renewal expenditure is major work which restores, rehabilitates, replaces or renews an existing asset to its original condition.

Council's renewal projects have three main drivers:

- Asset renewal – based on condition (but may include 'new' elements to increase capacity)
- Safety and Risk – assets are renewed to address a specific risk (these projects may also have 'new' elements)
- Prioritisation – high profile projects that may have local or regional significance (these projects may also have 'new' elements)

Renewal projects in Council's forward capital works program are identified by the main project driver.

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Currently, Council uses Asset Register data to project the renewal costs using acquisition year and useful life to determine the renewal year. Assets are inspected and expiry date adjusted once they are within 5 years of their nominal expiry date.

In future, moving to a system that uses capital renewal expenditure projections from external condition modelling systems (like an asset management system), will streamline the identification and prioritisation of renewal projects.

Council's current renewal plan – the forward capital works program – is only a five-year program. Extending this program to 10 years will provide more reliable data to Council's Long Term Financial Plan, as long as it is based on accurate asset condition and age data.

5.3.1 Renewal ranking criteria

Asset renewal and replacement is typically undertaken to either:

- Ensure the reliability of the existing infrastructure to deliver the service it was constructed to facilitate (e.g. replacing a pipes to avoid flooding properties and business), or
- To ensure the infrastructure is of sufficient quality to meet the service requirements (e.g. upgrade pits and pipes to increase the capacity of the stormwater intake).

Council does not use 'Renewal Priority Ranking Criteria' to prioritise renewal and replacement proposals. Instead, the following factors are considered, and engineering judgement applied:

- Asset condition
- Position in relevant asset hierarchy
- Risk to public safety
- Forecast future maintenance

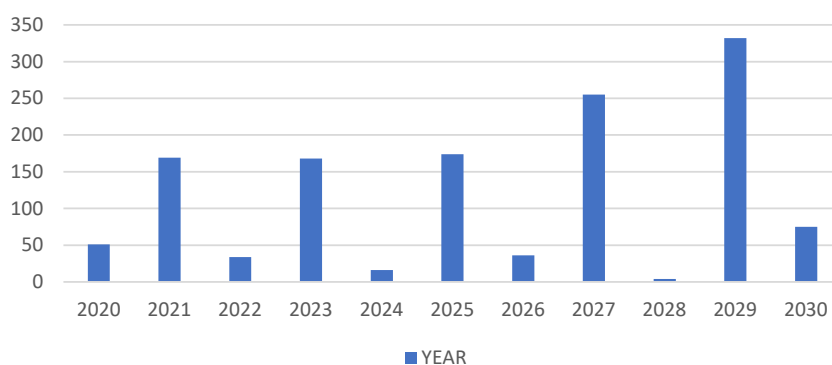
Development of 'Renewal and Replacement Priority Ranking Criteria' that can compare and prioritise Stormwater renewal projects of different types will improve the consistency and transparency of the forward capital works program.

5.3.2 Summary of future renewal expenditure

The projected expenditure on renewal projects is shown in Figure 5. This data reflects the value of assets requiring renewal over the next 10 years, as listed in the asset register. In the long term, renewal expenditures are forecast to increase over time when the asset stock increases.

Variances will occur from year to year depending on the specific assets requiring renewal each year. It may also be preferable to 'smooth expenditure' to reduce large variances and ensure consistent and manageable workloads. The projected capital renewal program is shown in Appendix A.

**Devonport CC - Projected capital Renewal
Expenditure
(Stormwater 2020_S1_V1)**



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Figure 5: Projected Capital Renewal and Replacement Expenditure

Figure 5 shows the projected capital renewal expenditure based on current replacement cost and on the data from Councils' asset register of useful life and resultant expiry date. All figures are shown in real values.

The remaining assets are still in service and therefore have a remaining useful life. Work to assess the condition of these assets and input this condition data into an asset management system will allow the expiry dates of these assets to be recalculated, vastly improving the accuracy of the projected capital renewal expenditure.

5.3.3 Deferred Renewal Projects

Deferred renewal projects are projects that are required to meet Council's technical levels of service but are unable to be completed within the required timeframe due to budget constraints.

Council does not defer renewal projects in normal circumstances; however it may be required following natural disasters (flood, fire etc).

Council has a number of options in these situations including;

- Deferring the identified project, temporarily lowering the level of service.
- Reprioritising renewal work, resulting in different renewal work being deferred
- Increasing the capital budget

The most appropriate option depends on the type of work and the risks of each option should be assessed.

Renewals and replacement expenditure in the capital works program will be accommodated in the long term financial plan. This is further discussed in Section 7.

5.4 'New' Projects

'New' projects are those that create a new asset that did not previously exist or works which will upgrade or improve an existing asset beyond its existing capacity.

Council's 'New' projects have three main drivers:

- Asset renewal – based on condition (but may include 'new' elements to increase capacity)
- Safety and Risk – new assets are created to address a specific risk (these projects may also have 'renewal' elements)
- Prioritisation – high profile projects that may have local or regional significance (these projects may also have 'renewal' elements)

'New' projects in Council's forward capital works program are identified by the main project driver.

5.4.1 Selection criteria

'New' projects are identified from various sources such as community requests, proposals identified by strategic plans or partnerships with others. Candidate proposals are inspected to verify need and to develop a preliminary renewal estimate:

- Position in relevant asset hierarchy
- Value for money for Council (benefit cost ratio or similar)
- Projected utilisation

Development of 'New Project Priority Ranking Criteria' that can compare and prioritise 'new' Stormwater projects of different types will improve the consistency and transparency of the forward capital works program.

5.4.2 Summary of future 'new' project expenditure

Projected 'new' project expenditures are summarised in Figure 6. The projected upgrade/new capital works program is shown in Appendix A.

Figure 6: Projected Capital Upgrade/New Asset Expenditure

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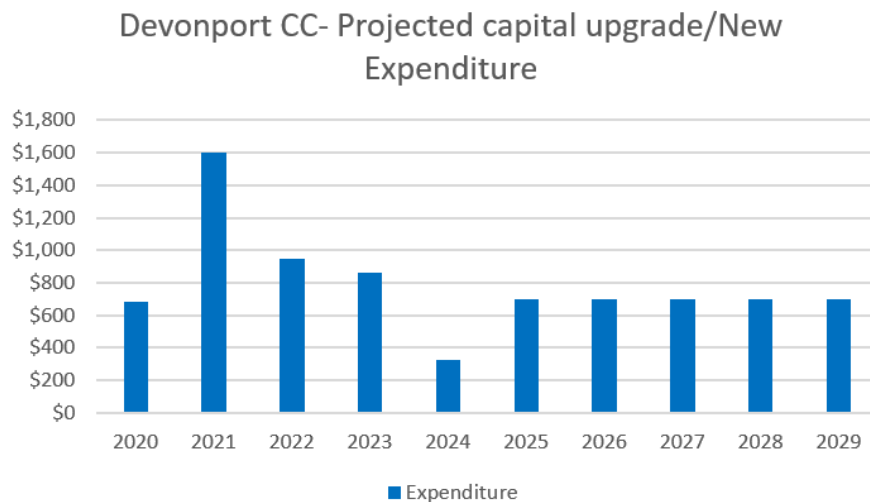


Figure 6 shows the projected capital upgrade/new asset expenditure detailed in the Forward Capital Works Program. All amounts are shown in real values (net of inflation). Values are in current (real) dollars.

The projected 'spike' in 2020 to 23 is largely due upgrade catchments as part of stormwater system management plan. The programming of this type of project is driven by risk of flooding to public.

Projects can be added, deleted, deferred and brought forward during annual budget deliberations, sometimes without consideration for the long term financial plan. Therefore Figure 6 may not be a reliable projection.

Construction of new assets will commit the funding of ongoing operations, maintenance and renewal costs.

Council's current 'new' project plan – the forward capital works program – is only a 5-year program. Extending this program to 10 years will provide more reliable data to Council's Long Term Financial Plan.

5.5 Disposal Plan

Disposal includes any activity associated with the disposal of a decommissioned asset including sale, demolition or relocation.

5.6 Combined Projected Expenditure

Projected operating and capital expenditures are summarised in Figure 7.

Figure 7: Projected Operating and Capital Expenditure

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Devonport CC - Projected Capital and Operational Budget

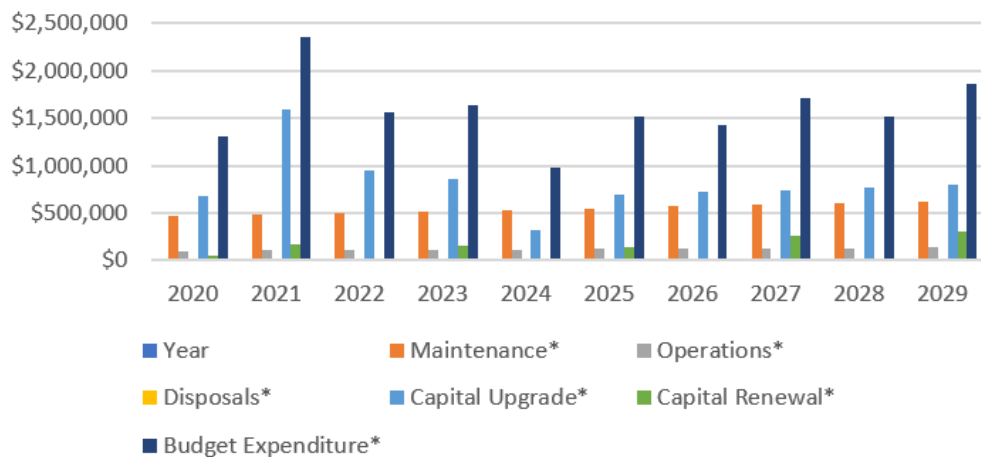


Figure 7 shows the total of projected operating (maintenance and operating) and capital (upgrade/new and renewal) expenditure. The year to year variance is a result of the yearly movements in the projected renewal value, whereas the maintenance and operating expenditure increases marginally each year allowing for contributed and new assets. Figure Values are in current (real) dollars.

6. RISK MANAGEMENT PLAN

The purpose of infrastructure risk management is to document the results and recommendations resulting from the periodic identification, assessment and treatment of risks associated with providing services from infrastructure, using the fundamentals of International Standard ISO 31000:2009 Risk Management – Principles and guidelines.

Risk Management is defined in ISO 31000:2009 as: 'coordinated activities to direct and control regarding risk'¹.

An assessment of risks associated with service delivery from infrastructure assets can identify critical risks that will result in loss or reduction in service from infrastructure assets or a 'financial shock'. The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

6.1 Critical Assets

Critical assets are defined as those which have a high consequence of failure causing significant loss or reduction of service. Similarly, critical failure modes are those which have the highest consequences.

Critical assets have been identified as;

Critical Asset(s)	Failure Mode	Impact
High capacity pipes	Blockage, crack and collapse	Flooding and financial loss
Stormwater pits	Blockage	Minor flooding, public confidence loss
outflows	Blockage	Upstream flooding and financial loss
pipes under major road assets and buildings	Blockage, crack and collapse	Flooding and financial loss

By identifying critical assets and failure modes, investigative activities, condition inspection programs, maintenance and capital expenditure plans can be targeted at the critical areas.

6.2 Risk Assessment

Council does not undertake risk assessments at an asset class level. Future revisions of this AM Plan will consider undertaking risk assessments at an asset class level.

6.3 Infrastructure Resilience Approach

Council does not measure infrastructure resilience. Future revisions of this AM Plan may consider measuring infrastructure resilience.

6.4 Service and Risk Trade-Offs

Council does not analyse service and risk trade-offs. This AM Plan is based on balancing service performance, cost and risk to provide an agreed level of service from available resources in the long-term financial plan.

¹ ISO 31000:2009, p 2

7. FINANCIAL SUMMARY

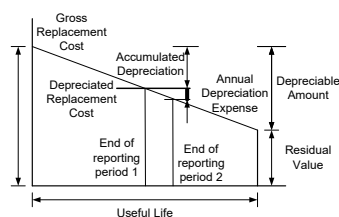
This section contains the financial requirements resulting from all the information presented in the previous sections of this AM Plan. The financial projections will be improved as further information becomes available on desired levels of service and current and projected future asset performance.

7.1 Financial Statements and Projections

7.1.1 Asset valuations

The best available estimate of the value of assets included in this AM Plan are shown below. Stormwater assets are valued at fair value.

Gross Replacement Cost	\$136,943,000
Depreciable Amount	\$136,943,000
Depreciated Replacement Cost ²	\$76,676,000
Annual Average Asset Consumption	\$1,383,000



7.1.2 Sustainability of service delivery

Two key indicators for service delivery sustainability that have been considered in the analysis of the services provided by Council's Stormwater assets, these being the:

- asset renewal funding ratio, and
- medium term budgeted expenditures/projected expenditure (over 10 years of the planning period).

Asset Renewal Funding Ratio

Asset Renewal Funding Ratio³ 29%

The Asset Renewal Funding Ratio is an important indicator and compares the forecasted renewal funding requirements identified in the AM Plan, to the funds included in the Long Term Financial Plan over the next 10 year period. The benchmark established by the Tasmanian Audit Office for the ratio is in a range between 90% and 100%.

The result above indicates Council is forecasting to provide for 29% of asset renewal requirements based on the current asset data. For assets with long lives, like stormwater pipes, in a stormwater network with a low consumption ratio, a low asset renewal funding ratio is acceptable. There is not the number of assets at end-of-life that warrant larger expenditure on renewal projects. Some assets require renewal due to an increase in demand (refer section 4), but often the approach is to construct duplicate assets and retain the existing asset in service.

The renewal funding provided for in the 5-year capital program often reflects funding at a summary level, rather than at a detailed listing. Further refinement of the asset management process will allow Council to identify individual capital works in future years.

Medium term – 10-year financial planning period

This AM Plan identifies the projected operations, maintenance and capital renewal expenditures required to provide an agreed level of service to the community over a 10 year period. This provides input into 10-year financial and funding plans aimed at providing the required services in a sustainable manner.

These projected expenditures may be compared to budgeted expenditures in the 10-year period to identify any funding shortfall. In a core asset management plan, a gap is generally due to increasing asset renewals for ageing assets.

² Also reported as Written Down Value, Carrying or Net Book Value.

³ AIFMM, 2015, Version 1.0, Financial Sustainability Indicator 3, Sec 2.6, p 9.

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The projected operations, maintenance and capital renewal expenditure required over the 10 year planning period is \$1,300,000 on average per year. This allocation is nominally available in Council's Long Term Financial Plan (LTFP). However, there is uncertainty on the accuracy of the projected outlay required, and the LTFP is subject to a range of internal and external factors.

There accuracy of the projected outlay required is currently limited by:

- Asset condition data not currently included in the asset register
- Some capital works projections including operational work or work on other asset classes

Providing services from infrastructure in a sustainable manner requires the matching and managing of service levels, risks, projected expenditures and financing to achieve a financial indicator of approximately 1.0 for the first years of the AM Plan and ideally over the 10-year life of the Long Term Financial Plan.

7.1.3 Projected expenditures for long term financial plan

Table 7.1.2 shows the projected expenditures for the 10 year Long Term Financial Plan.

Year	Maintenance*	Operations*	Disposals*	Capital Upgrade*	Capital Renewal*	Total Budget Expenditure*
2020	\$470,000	\$102,500	\$0	\$680,000	\$51,000	\$1,303,500
2021	\$485,040	\$105,780	\$0	\$1,598,000	\$164,000	\$2,352,820
2022	\$500,561	\$109,165	\$0	\$950,000	\$8,000	\$1,567,726
2023	\$516,579	\$112,658	\$0	\$859,000	\$155,000	\$1,643,237
2024	\$533,110	\$116,263	\$0	\$326,000	\$9,000	\$984,373
2025	\$550,169	\$119,984	\$0	\$700,000	\$140,000	\$1,510,153
2026	\$567,775	\$123,823	\$0	\$722,400	\$11,000	\$1,424,998
2027	\$585,943	\$127,786	\$0	\$745,517	\$255,000	\$1,714,246
2028	\$604,694	\$131,875	\$0	\$769,373	\$15,000	\$1,520,942
2029	\$624,044	\$136,095	\$0	\$793,993	\$310,000	\$1,864,132

Table 7.1.2: Projected Expenditures for Long Term Financial Plan (\$000)

7.2 Funding Strategy

Funding for assets is provided from Council's operational budget and Long Term Financial Plan. Council's financial strategy determines how funding will be provided, whereas the AM Plan communicates how and when this will be spent, along with the service and risk consequences of differing options.

7.3 Valuation Forecasts

Asset values are forecast to increase as additional assets are added.

Additional assets will generally add to the operations and maintenance needs in the longer term, as well as the need for future renewal. Additional assets will also add to future depreciation forecasts.

7.4 Key Assumptions Made in Financial Forecasts

This section details the key assumptions made in presenting the information contained in this AM Plan. It is presented to enable readers to gain an understanding of the levels of confidence in the data behind the financial forecasts.

Key assumptions made in this AM Plan are:

- Asset age is inversely proportional to asset condition. That is, condition deteriorates linearly over from 'new' to 'failure' over the designated standard asset life.
- Standard assets lives applied to Stormwater assets are a reasonable approximation of the average life of the assets.
- The inventory of assets in the asset register is a reasonable approximation of the asset stock (i.e. there are not a significant number of assets missing from the register)

7.5 Forecast Reliability and Confidence

The expenditure and valuations projections in this AM Plan are based on best available data. Currency and accuracy of data is critical to effective asset and financial management. Data confidence is classified on a 5 level scale⁴ below.

Table 7.5: Data Confidence Grading System

Confidence Grade	Description
A Highly reliable	Data based on sound records, procedures, investigations and analysis, documented properly and agreed as the best method of assessment. Dataset is complete and estimated to be accurate $\pm 2\%$
B Reliable	Data based on sound records, procedures, investigations and analysis, documented properly but has minor shortcomings, for example some of the data is old, some documentation is missing and/or reliance is placed on unconfirmed reports or some extrapolation. Dataset is complete and estimated to be accurate $\pm 10\%$
C Uncertain	Data based on sound records, procedures, investigations and analysis which is incomplete or unsupported, or extrapolated from a limited sample for which grade A or B data are available. Dataset is substantially complete but up to 50% is extrapolated data and accuracy estimated $\pm 25\%$
D Very Uncertain	Data is based on unconfirmed verbal reports and/or cursory inspections and analysis. Dataset may not be fully complete, and most data is estimated or extrapolated. Accuracy $\pm 40\%$
E Unknown	None or very little data held.

The estimated confidence level for reliability of data used in this AM Plan is considered to be **C – uncertain**. Asset data held in the asset register including financial and attribute data is very reliable, however limited condition assessment data has been collected, analysed and documented, therefore uncertain or unknown. Improved confidence will be delivered through the establishment and delivery of an asset condition assessment program and management of condition data in an asset management system.

⁴ IPWEA, 2015, IIMM, Table 2.4.6, p 2|71.

8. PLAN IMPROVEMENT AND MONITORING

8.1 Status of Asset Management Practices⁵

8.1.1 Accounting and financial data sources

The asset data sources used for the development of this AM Plan included Council's finance system, forward works program and budgets.

8.1.2 Asset management data sources

The asset data sources used for the development of this AM Plan included Council's finance system and asset management register Technology One.

8.2 Improvement Plan

The asset management improvement plan generated from AM Plan is shown in Table 8.1.

Table 8.1: Improvement Plan

Action No	Action	Responsibility	Resources Required	Estimated Timeline	Current Status
1	Implement an asset management system	Infrastructure & Works	Opex	Year 1-2	AM system and AM information system both are currently in the process of an upgrade
2	Inspect 'expired' assets still in service	Infrastructure & Works	Opex	Year 1-2	Condition and performance data collection process will start during the current financial year
3	Establish an asset condition assessment program	Infrastructure & Works	Opex	Year 1-4	Underway
4	Develop forward capital works program in line with Stormwater system management plan findings	Infrastructure & Works	Management	Year 2-4	Already in place, will be matured further after condition data collection process is completed
5	Review LTFP and updated to align with forward works program	Infrastructure & Works	Management	Year 2-4	Dependent on condition data, next financial year budget and LTFP will be based on system backed data
6	review Customer Levels of Service across Stormwater assets	Infrastructure & Works	Opex	Year 3-4	Level of service will be updated once condition data is collected and the condition of assets are identified, LOS will then be re-developed based on the number of assets below the desired level of service
7	Objectively assess operations and maintenance funding levels	Infrastructure & Works	Opex	Year 3-4	
8	Extend forward capital works program from 5 years to 10 years	Infrastructure & Works	Opex	Year 3-4	This will be based on the condition data collected in the field, the data collection process will start this financial year

⁵ ISO 55000 Refers to this the Asset Management System

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8.3 Monitoring and Review Procedures

This AM Plan will be reviewed during annual budget planning processes and amended to show any material changes in service levels and/or resources available to provide those services as a result of budget decisions. A status update report on the progress of the actions from section 8.2 Improvement plan will be reported to Council annually.

The AM Plan will be updated annually to ensure it represents the current service level, asset values, projected operations, maintenance, capital renewal and replacement, capital upgrade/new and asset disposal expenditures and projected expenditure values incorporated into the long term financial plan.

The AM Plan has a life of 4-years.

8.4 Performance Measures

The effectiveness of the AM Plan can be measured in the following ways:

- The degree to which the required projected expenditures identified in this AM Plan is incorporated into the Long Term Financial Plan,
- The degree to which 1-4 year detailed works programs, budgets, business plans and corporate structures take into account the 'global' works program trends provided by the AM Plan,
- The degree to which the existing and projected service levels and service consequences (what we cannot do), risks and residual risks are incorporated into the Strategic Plan and associated plans,
- The Asset Renewal Funding Ratio achieving the target of 1.0.

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9. REFERENCES

- IPWEA, 2006, 'International Infrastructure Management Manual', Institute of Public Works Engineering Australasia, Sydney, www.ipwea.org/IIMM
- IPWEA, 2008, 'NAMS.PLUS Asset Management', Institute of Public Works Engineering Australasia, Sydney, www.ipwea.org/namsplus.
- IPWEA, 2015, 2nd edn., 'Australian Infrastructure Financial Management Manual', Institute of Public Works Engineering Australasia, Sydney, www.ipwea.org/AIFMM.
- IPWEA, 2015, 3rd edn., 'International Infrastructure Management Manual', Institute of Public Works Engineering Australasia, Sydney, www.ipwea.org/IIMM
- IPWEA, 2012 LTFP Practice Note 6 PN Long Term Financial Plan, Institute of Public Works Engineering Australasia, Sydney
- DCC Strategic Plan 2009 – 2030 (2014 review)
- DCC Asset Management Policy
- DCC Asset Management Strategy
- DCC Stormwater system management plan
- DCC Stormwater Strategy
- DCC Roads and Stormwater Service Level Document

10. APPENDICES

Appendix A Forward Works Program

Appendix B Budgeted Expenditures Accommodated in Long Term Finance Plan

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Appendix A - Forward Capital Works Program

https://www.devonport.tas.gov.au/wpfd_file/forward-capital-works-program-2019-2024-2/

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Appendix B - Budgeted Expenditures Accommodated in Long Term Finance Plan

NAMS.PLUS3 Asset Management Devonport CC										
© Copyright. All rights reserved. The Institute of Public Works Engineering Australasia										
Stormwater 2020_S1_V1					Asset Management Plan					
First year of expenditure projections 2020 (financial yr ending)										
Stormwater 2020										
Asset values at start of planning period					Operations and Maintenance Costs for New Assets					
Current replacement cost	\$136,943	(000)	Calc CRC from Asset Register		Additional operations costs					
Depreciable amount	\$136,943	(000)	\$136,944 (000)		Additional maintenance					
Depreciated replacement cost	\$76,676	(000)	This is a check for you.		Additional depreciation					
Annual depreciation expense	\$1,383	(000)			Planned renewal budget (information only)					
Planned Expenditures from LTFP					You may use these values calculated from your data or overwrite the links.					
20 Year Expenditure Projections					Note: Enter all values in current 2020 values					
Financial year ending	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000
Expenditure Outlays included in Long Term Financial Plan (in current \$ values)										
Operations										
Operations budget	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77
Management budget	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26
AM systems budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total operations	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103
Maintenance										
Reactive maintenance budget	\$308	\$308	\$308	\$308	\$308	\$308	\$308	\$308	\$308	\$308
Planned maintenance budget	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120
Specific maintenance items budget	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
Total maintenance	\$470	\$470	\$470	\$470	\$470	\$470	\$470	\$470	\$470	\$470
Capital										
Planned renewal budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planned upgrade/new budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non-growth contributed asset value	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Disposals										
Est Cost to dispose of assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Carrying value (DRC) of disposed assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Expenditure Outlays Requirements (e.g from Infrastructure Risk Management Plan)										
Additional Expenditure Outlays required and not included above	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000
Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Renewal	to be incorporated into Forms 2 & 2.1 (where Method 1 is used) OR Form 2B Defect Repairs (where Method 2 or 3 is used)									
Capital Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
User Comments #2										
Forecasts for Capital Renewal using Methods 2 & 3 (Form 2A & 2B) & Capital Upgrade (Form 2C)										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000	\$000
Forecast Capital Renewal from Forms 2A & 2B	\$732	\$282	\$167	\$620	\$470	\$464	\$464	\$464	\$464	\$464
Forecast Capital Upgrade from Form 2C	\$680	\$1,598	\$950	\$859	\$326	\$700	\$700	\$700	\$700	\$700

5.2 LOCAL ROADS AND COMMUNITY INFRASTRUCTURE PROGRAM

Author: **Michael Williams, Infrastructure & Works Manager**
 Endorser: **Matt Skirving, Executive Manager City Growth**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

- | | |
|----------------|--|
| Strategy 2.3.2 | Provide and maintain roads, bridges, paths and car parks to appropriate standards |
| Strategy 2.3.3 | Provide and maintain stormwater infrastructure to appropriate standards |
| Strategy 2.3.4 | Provide and maintain Council buildings, facilities and amenities to appropriate standards |
| Strategy 4.1.3 | Promote passive recreational usage including walking, bike paths, trails, parks and playspaces |

SUMMARY

This report proposes an adjustment to Council's capital works program to utilise the \$506,733 available to Council through the Australian Government's Local Roads and Community Infrastructure (LRCI) Program.

BACKGROUND

The LRCI Program aims to assist a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement. It is expected that councils, where possible, will use local businesses and workforces to deliver projects under the LRCI Program to ensure stimulus funding flows into local communities. Program guidelines can also be accessed at www.investment.infrastructure.gov.au/lrci.

The intended outcomes of the LRCI Program are to:

- provide stimulus to protect and create local short-term employment opportunities through funded projects following the impacts of COVID-19; and
- deliver benefits to communities, such as improved road safety, accessibility, and visual amenity.

Council's capital and operating budgets for 2020-21 have been impacted by significant reductions in projected revenue. Projects and activities that would have otherwise been funded in 2020-21 have been deferred for consideration in future years.

Council has been offered a grant from the LRCI program to the value of \$506,733 which will enable additional capital and operational work to occur.

STATUTORY REQUIREMENTS

Council will enter into a legally binding agreement with the Australian Government and will be obliged to meet the various requirements of that agreement which include reporting, signage.

DISCUSSION

A list of projects is proposed below. Projects were selected by first considering all work that was deferred from the 2020-21 budget due to the impacts of COVID-19. These projects were then assessed on how well they aligned with the funding criteria and objectives of the LCRI program.

The list of projects proposed, and the required allocation is shown below.

Budget/Asset Class	Project Name	Budget (\$)
Capital		
Office and Equipment	Spreyton Hall - heater renewal	10,000
Office and Equipment	Christmas tree renewal	53,000
Parks and Open Space	Path renewal Don Reserve - Parker Street to Nicholls Street	130,000
Parks and Open Space	Seat Replacements - Valley Road	8,000
Parks and Open Space	Path upgrade - Mary Binks Wetlands - stage 2	55,000
Buildings and Facilities	PAC - Theatre Door Upgrade	14,000
Transport	Pioneer Park - improved access from Thomas Street	50,000
Transport	Ronald Street new footpath - Oldaker to Parker missing links	44,000
Transport	Foreshore Path link - Drew Street	25,000
Transport	Greenway Avenue traffic calming	82,733
	Capital sub-total	471,733
Operational		
Parks and Open Space	Home Hill - Landscape Master Plan	25,000
Transport	Urban Street Tree Program	10,000
	Operational sub-total	35,000
	Total	506,733

COMMUNITY ENGAGEMENT

No community engagement has been undertaken in preparation of this report. However, several of the nominated projects have been community driven. Once the grant deed has been executed, consultation will commence at a project level.

Any promotion of these projects must be done in accordance with the conditions of the grant deed.

FINANCIAL IMPLICATIONS

The total value of these projects is equal to the LRCI grant funding available. Council will be responsible for cost overruns but can only claim actual costs if savings are made.

RISK IMPLICATIONS

- Asset & Property Infrastructure
Including 12 projects that were previously deferred enables Council to renew and maintain aging assets and provide new assets where required.

CONCLUSION

The LRCI program will enable Council to deliver \$506,733 of projects that would have otherwise been deferred. The twelve proposed projects meet the funding criteria and are a priority for Council.

ATTACHMENTS

Nil

RECOMMENDATION

That Council, subject to the execution of a grant deed:

1. adjust the 2020-21 capital works budget to include the ten nominated capital projects with a combined value of \$471,733; and
2. note additional income and expenditure of \$35,000 for the two nominated operational projects.

5.3 OPENNESS AND TRANSPARENCY

Author: **Matthew Atkins, General Manager**

Endorser: **Matthew Atkins, General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 5.3.6 Integrate continuous improvement behaviours into the organisation's culture

SUMMARY

This report recommends Council adopt several actions to improve governance practices in a number of areas beyond statutory obligations, in response to motions passed at Council's last Annual General Meeting (AGM).

BACKGROUND

At Council's AGM on 9 December 2019, several motions were passed that generally related to limiting the number of closed session items considered by Council, improving governance, and bringing forward the timing of the AGM.

As a result of these motions, Council considered a report on the AGM and the associated matters at the meeting on 16 December 2019 and determined (Min 259/19 Refers):

"That Council note the minutes from Council's 2019 Annual General Meeting (AGM) and having considered the four motions from the meeting, schedule a workshop session to:

1. review Council's approach regarding items considered in Closed session; and
2. consider options that are within Council's control to ensure the AGM is held as early as possible each year."

A workshop was subsequently held on 1 June 2020 and several improvements were discussed and considered by Councillors. This report provides a summary of the proposed actions.

Update 27 July 2020

This report was considered by Council at its meeting on 22 June 2020 and it was determined that the matter be deferred, pending a further workshop.

A subsequent workshop was held on 20 July 2020 to discuss a suggestion raised by a member of the public that an additional recommendation be added as follows:

"That Council, actively desist from accepting, or insisting on, confidentiality clauses in agreements that contractually remove Council's ability to make disclosures at its sole discretion."

As a result of this additional workshop discussion, the recommendation to this report has been updated accordingly.

STATUTORY REQUIREMENTS

The predominate legislation relating to Council's operations is the *Local Government Act 1993*.

DISCUSSION

Council, at a minimum, currently meets all its legislative obligations in relation to governance, reporting and its approach to openness and transparency, however opportunities for improvement should always be considered and adopted where beneficial.

Consultation

Prior to the Councillor's workshop on this matter, the Mayor and General Manager invited the movers and seconders of the AGM motions, Messer's Vellacott, Gardam and Nevin to meet and discuss their concerns further.

A meeting was held on 18 March where the gentlemen raised several concerns and suggestions for Council's consideration. Items raised included:

1. A desire to see the use of Closed session meetings avoided as much as possible.
2. That Council adopt a standalone policy regarding the principles of good governance (independent to the Councillor Code of Conduct).
3. That the wording in the Council agenda advising of Closed session items be less directive.
4. Employee Code of Conduct should be publicly available.
5. Suggest reports be modified or confidential attachments used to allow matters to be considered in Open session.
6. A desire to see property transactions and leases considered in open session and that disclosure of contract and lease information being a condition of doing business with Council.

Feedback from this meeting including a summary of the suggestions and concerns was provided to Councillors at the subsequent workshop.

Closed session business

A review has been undertaken regarding Council's current practice relating to the consideration of matters in Closed session.

In 2018, 89% of all items of business considered by Council were in Open Session and in 2019 the total was 88%.

An assessment was undertaken across other Tasmanian local government authorities, where the information was easily accessible, and the average percentage considered in Closed session was 86.2% for the corresponding two-year period.

Regulation 15 of the *Local Government (Meeting Procedures) Regulations 2015* identifies ten reasons Council may decide to consider a matter in Closed session. The table below summarises the number of times each of the reasons have been used by Council over the last two years (to March 2020).

	Reason	No.	Summary
15(2)(a)	Personnel matters, including complaints against an employee of the council and industrial relations matters	4	GM Review & appointment
15(2)(b)	Information that, if disclosed, is likely to confer a commercial advantage or impose a commercial disadvantage on a person with whom the council is conducting, or proposes to conduct business	7	Property Lease(2), Contracts, Consultant engagement, Providore Place (2), Retaining wall

15(2)(c)	Commercial information of a confidential nature that, if disclosed, is likely to (i) prejudice the commercial position of the person who supplied it; or (ii) confer a commercial advantage on a competitor of the council; or (iii) reveal a trade secret	7	Property Leases (4), Providore Place (2), Launch plans (1)
15(2)(d)	Contracts, and tenders, for the supply of goods and services and their terms, conditions, approval and renewal	4	Consultants or contractors (4)
15(2)(e)	the security of the council, councillors and council staff or the property of the council	0	N/A
15(2)(f)	proposals for the council to acquire land or an interest in land or for the disposal of land	9	Land sales
15(2)(g)	information of a personal and confidential nature or information provided to the council on the condition it is kept confidential	29	Board Minutes from JA's (18), CCA business initiative (2), Hotel update (2), GMC President, Aust Day Awards (2), Providore Place (2), audit panel appointment, Grant deed
15(2)(h)	applications by councillors for a leave of absence	7	Requests for Leave of Absence
15(2)(i)	matters relating to actual or possible litigation taken, or to be taken, by or involving the council or an employee of the council	8	Providore Place (6), DA appeal, Retaining wall
15(2)(j)	the personal hardship of any person who is resident in or is a ratepayer in the relevant municipality.	6	Outstanding debtors (5), Rates request (1)

Greater use of confidential attachments would allow some of the items listed above to be considered by Council in Open session.

AGM Date

Council, in its response to the last AGM, also determined to consider opportunities to hold the AGM as early as possible each year. Whilst timing of the audit process is ultimately outside of Council's control, opportunity exists to shorten the timeframe between when the audited financial statements are received and when the AGM is held. In 2009, Council resolved (Min 387/09 Refers):

"That Council endeavour to ensure that future Annual Reports be completed and available to the Aldermen and to the public at least 4 weeks prior to the date of the Annual General Meeting."

Council could determine to reduce this timeframe to two weeks, allowing a shorter period between the completion of the report and the AGM.

Other Governance Improvements

Several other governance practices were discussed at the workshop to improve Council's openness and transparency. This included:

1. Adopting a policy to outline meeting guidelines to be used at the AGM; and
2. A review of Council's public question time policy to improve the communication of information to the public.

Summary

In considering the consultation feedback, workshop discussion and review of existing practices, there are a number of steps Council could implement to improve its openness and transparency. These include:

1. Adopt a policy to define governance principles of the organisation including a specific reference to consider matters in Open session as much as possible.
2. Structure the meeting agenda to allow a section for confidential attachments in Closed session with the body of the associated report being presented in Open session.
3. Review and update agenda wording referencing matters to be dealt with in closed.
4. Review and update Staff code of conduct to allow the document to be made publicly available.
5. Resolve to overturn previous resolution requiring the Annual Report to be advertised for four weeks and reduce timeframe to two weeks.
6. Review and update Council's public question time policy.

COMMUNITY ENGAGEMENT

Council received feedback on governance matters at its 2019 AGM. Further to this meeting, the Mayor and General Manager consulted with members of the public who had raised motions regarding governance matters.

FINANCIAL IMPLICATIONS

There is no direct financial impact as a result of this report.

RISK IMPLICATIONS

There are no risk implications as a result of this report.

CONCLUSION

Several suggestions to improve Council's governance practices were raised at the 2019 AGM and as a result the matter of openness and transparency has been reviewed and considered in further detail. This has resulted in six improvements being identified for Council's consideration.

ATTACHMENTS

Nil

RECOMMENDATION

That Council receive and note the report regarding improving openness and transparency; and

1. Adopt a policy to define governance principles of the organisation including a specific reference to consider matters in Open session as much as possible;
2. Structure the meeting agenda to allow a section for confidential attachments in Closed session with the body of the associated report presented in Open session;
3. Review and update agenda wording referencing matters to be dealt with in closed session;

4. Review and update Staff Code of Conduct and make the document publicly available;
5. Overturn previous resolution requiring the Annual Report to be advertised for four weeks and reduce timeframe to two weeks;
6. Review and update Council's Public Question Time Policy; and
7. Develop a commercial leasing policy with provisions which aim to minimise the use of confidentiality clauses which limit Council's disclosure rights.

5.4 ELECTED MEMBERS' EXPENSE REPORT - MAY-JUNE 2020

Author: **Jacqui Surtees, Executive Officer**

Endorser: **Kym Peebles, Executive Manager People & Finance**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 5.3.2 Provide appropriate support to elected members to enable them to discharge their functions

SUMMARY

To detail expenses of the Mayor and Councillors.

BACKGROUND

This report is a regular bi-monthly update on the costs associated with the payment of allowances and expenses for Councillors.

STATUTORY REQUIREMENTS

Under the *Local Government Act 1993*, Council is required to publish details of the total allowances and expenses paid to the Mayor, Deputy Mayor and Councillors in its Annual Report, however there is no obligation to do so at any other time.

DISCUSSION

Expenditure processed for the months of May and June 2020 is detailed below:

Mayor, Cr Annette Rockliff

\$113 – Telephone

Councillors

\$736.20 - iPads

COMMUNITY ENGAGEMENT

There was no community engagement as a result of this report.

FINANCIAL IMPLICATIONS

Mayoral and Councillor expenses are costed to the general ledger account for Councillor Support.

RISK IMPLICATIONS

There are no identified risks in relation to this report.

CONCLUSION

Expenses are reported in accordance with Council direction.

ATTACHMENTS

1. Accumulated Expenses YTD June 2020 [**5.4.1** - 1 page]

RECOMMENDATION

That it be recommended to Council that the bi-monthly report advising of Councillor allowances and expenses be received and noted.

Councillor Expenses

Cumulative figures year to date: June 2020

Councillor Expenses	Mayoral Allowance	Deputy Mayoral Allowance	Councillor's Allowance	Mileage R'ments	IPads	Conference/ Professional Development Attendance	Travel, Accommodation & Meal expenses	Meeting expenses	Mobile Phone	Total
Mayor Cr Rockliff	71,470			10,500	491	1,697	2,474	95	682	\$ 87,408
Deputy Mayor Cr Jarman		40,286			491		306			\$ 41,083
Cr Alexiou			22,612		491	520	156			\$ 23,779
Cr Enniss			22,612		491	520	292			\$ 23,915
Cr Hollister			22,612		491	520	298			\$ 23,921
Cr Laycock			22,612		491	90				\$ 23,193
Cr Milbourne			22,612		491					\$ 23,103
Cr Murphy			22,612		491					\$ 23,103
Cr Perry			22,612		491					\$ 23,103
Other Non Attributable										\$ -
TOTAL - YEAR TO DATE	\$ 71,470	\$ 40,286	\$ 158,287	\$ 10,500	\$ 4,416	\$ 3,347	\$ 3,526	\$ 95	\$ 682	\$ 292,610
Budget	83,218	40,713	155,169	10,500	4,418	15,000	9,200	1,500	655	320,373
BALANCE UNSPENT	\$ 11,748	\$ 427	-\$ 3,118	\$ -	\$ 2	\$ 11,653	\$ 5,674	\$ 1,405	-\$ 27	\$ 27,763
% Spent Year to Date	86%	99%	102%	100%	100%	22%	38%	6%	104%	91%

Note: Council provides a motor vehicle for use by the Mayor - the cost of this vehicle is shown in the Mileage column.

5.5 SPORTS INFRASTRUCTURE MASTER PLAN WORKING GROUP MEMBERSHIP

Author: **Carol Bryant, Executive Officer**

Endorser: **Jeffrey Griffith, Deputy General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 4.1.1 Provide and manage accessible sport, recreation and leisure facilities and programs

SUMMARY

To appoint members to the Sports Infrastructure Master Plan Working Group.

BACKGROUND

The development of a Sports Infrastructure Master Plan is an action in the 2020/21 Annual Plan. The Master Plan aims to provide a clear direction for the development of Council owned sport and recreation infrastructure over the next 15 years.

To guide project development, a working group is to be established by Council, with membership appointed by the Council following a formal expression of interest process.

At the open meeting held on 22 June 2020, Council resolved (Min No. 20/14 refers) to:

1. Endorse the Sports Infrastructure Master Plan Working Group Terms of Reference; and
2. Seek Expressions of Interest for membership of the Sports Infrastructure Master Plan Working Group.

STATUTORY REQUIREMENTS

There are no statutory requirements in relation to this report.

DISCUSSION

As outlined in the Sports Infrastructure Master Plan Working Group Terms of Reference, membership is to include representatives with a high-level knowledge and/or experience in sport and recreation planning or development from the following sectors:

- Business/community – 3 members
- State/Regional Sport Governing Organisations – 2 members
- Tasmania Government Department of Communities, Sport and Recreation – 1 member
- Devonport City Council elected members - 2 members
- Council Officers, as required

Expressions of Interest for working group membership were open from 23 June 2020 to 8 July 2020. Thirteen submissions were received for the six non-Council positions available. Proposed membership based on information provided and discussions at the Council workshop on 20 July is as follows.

Category	Recommended Members
Business/community – 3 members	Stephen Casey Drew Smith

Category	Recommended Members
	Lisa Males
State/Regional Sport Governing Organisations – 2 members	Simon Aufder-Heide (Tennis Tasmania) Chris McCoy (Basketball Tasmania)
Tasmania Government Department of Communities, Sport and Recreation – 1 member	Leigh Oswin (Project Manager - Development, Sport and Recreation)

Council elected member representation was also discussed at the Council workshop. Council agreed to amend the Working Group Terms of Reference membership from two Council elected members to three, with Cr Milbourne, Cr Enniss, and Cr Alexiou nominated.

COMMUNITY ENGAGEMENT

The process to nominate for working group membership was advertised broadly, with local and state sporting bodies emailed directly. Those individuals who are not successful with their application will be involved in the plan's development during the consultation phase.

FINANCIAL IMPLICATIONS

Funds for the establishment and management of the working group have been allocated in the 2020/21 operational budget.

RISK IMPLICATIONS

- Consultation and/or Communication
There is a risk that unsuccessful applicants may feel excluded from the Plan's development. Council officers will ensure these individuals and groups they are representing (if relevant) will be engaged throughout the consultation process.

CONCLUSION

The establishment of a working group is central to the success of the proposed Sports Infrastructure Master Plan. The Group will work closely with Council officers and elected members to ensure a Plan reflects stakeholder and Council priorities, providing a clear direction for the development of Council owned sport and recreation infrastructure over the next fifteen years. The report identifies six non-Council members for appointment to the working group and recommends that the Working Group Terms of Reference membership of Council elected members is amended from two members to three.

ATTACHMENTS

Nil

RECOMMENDATION

That Council receive and note the report in relation to the Sports Infrastructure Master Plan Working Group Membership, and:

1. Appoint the following non-Council members to the working group:

Category	Recommended Members
Business/community – 3 members	Stephen Casey Drew Smith Lisa Males

Category	Recommended Members
State/Regional Sport Governing Organisations – 2 members	Simon Aufder-Heide Chris McCoy
Tasmania Government Department of Communities, Sport and Recreation – 1 member	Leigh Oswin

2. Amend the Working Group Terms of Reference membership of Council elected members from two members to three, and
3. Appoint Cr Milbourne, Cr Ennis and Cr Alexiou to the working group.

5.6 ELECTRIC VEHICLE CHARGING INFRASTRUCTURE - LOCATION AND OPERATION

Author: **Carol Bryant, Executive Officer**

Endorser: **Matt Skirving, Executive Manager City Growth**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 1.1.1 Lead and actively promote the adoption of practices that support the sustainable use of energy and other natural resources by Council, businesses and the community

SUMMARY

For Council to consider the preferred location to install an electric vehicle (EV) charging station and models of operation for the new infrastructure.

BACKGROUND

Council resolved to install a public use EV fast charge station at their meeting held 22 July 2019, funded by a grant of \$50,000 under the Tasmanian Government's *Electric Vehicle ChargeSmart Grants – Fast Charging* and an allocation of \$50,000 in the 2020-21 capital works budget, subject to the identification of a suitable location (Min No 137/19 refers). A further twelve fast charge stations were funded under the grant program, to be installed across the State in the coming year.

Between August 2019 and January 2020 Council liaised with TasNetworks to identify existing substations near Council owned car parks which have sufficient capacity to supply the required power. Identified locations included the CBD multilevel carpark (corner of Best Street and Fenton Way) and the Formby Road carpark.

In June 2020, Expressions of Interest were sought from experienced parties to install and potentially operate an electric vehicle charging station.

STATUTORY REQUIREMENTS

There are no statutory requirements in relation to this report.

DISCUSSION

After thorough assessment of Expressions of Interest received against the evaluation criteria, Electric Highway Tasmania (EHT) have been appointed as Council's preferred contractor to pursue the project, with installation estimated to cost \$64,700 (excluding Council internal costs).

EHT would meet the two following requirements of the Tasmanian Government grant, as follows:

1. Install a DC fast charger - Tritium Veefil RT, 50 kW with CHAdeMo and CCS2 connectors (one only active at any time). This fully meets the requirements of the Tasmanian Government grant in being able to serve all EVs capable of DC fast charging in Australia (older model Tesla vehicles will require a plug adaptor).
2. Payment System to include a credit card reader. The grant requires that the charger be accessible to all users. EHT provides a credit card reader at all sites in addition to ability to use an app or fleet card. Credit card payment is considered important for

visitors to Tasmania, particularly from overseas using rental cars but also to enable one time or very infrequent users who may not wish to load an app.

Site Selection

Council officers in discussion with EHT have reviewed two off street sites (Multilevel carpark, Level 2 and Formby Road carpark) based on the following considerations:



- Physical characteristics, such as available space for the charging hardware; potential trenching implications; gradient; turning circles; canopies; surface drainage; flood risk etc).
- Accessibility and convenience/proximity to facilities and safety for the customer and pedestrians (charging bays should be able to meet the Crime Prevention through Environmental Design principles).
- Impact of current and possible usage patterns/safety of facilities within the immediate location (traffic volumes, carpark utilisation etc).
- Proximity to a substation with sufficient current and future network capacity.
- Options to make best use of existing facilities to meet future demand (ie, capacity for additional charging stations).

Refer to the table below for overview of assessment points.

On street sites were also discussed but deemed a high safety risk for users and pedestrians and thus not pursued further, reasoning as follows:

- The location of the charge connection point on an electric vehicle can be on the driver side, passenger side or rear of the vehicle.
- Charging cables would be a hazard for passing vehicles and pedestrians.
- To avoid this, a 1.5 metre buffer would be required between the charging bay and road. There are no sites located within proximity to suitable substations that meet this criterion.

Site Assessment

Criteria	Formby Rd carpark	Multilevel carpark
		
Acceptable physical characteristics	Bays behind Toyworld are sufficient depth to install a charger. The bay(s) designated for EV charging will have signs posted to specify the bays are for EV charging only and will be painted with a green surface and white logo echoing the sign.	Bays along the west wall on the second level can be extended a further 300 mm without impinging on traffic circulation, charger installed at head of bay

Accessibility and User/Pedestrian Safety	Close to CBD and toilet amenities Bay not sheltered Additional lighting and CCTV required increasing cost by approx \$5,000	Close to CBD and toilet amenities Bay sheltered, well-lit and with existing good CCTV coverage
Impact on traffic/parking volumes	Approx 170 parking bays with high use/pressure	500 parking bays with low parking pressure
Proximity to substation	Existing meter box is approx 80 metres from substation. Requires an additional switchboard closer to the EV charger increasing installation costs by \$19,000. A sub-meter would be installed in the main switchboard at either site to meter electricity used by the charging equipment.	The main switchboard is located directly below the preferred bays. Preliminary examination suggests that it has ample provision for expansion and can serve the EV charger with minimal modification, reducing install costs.
Ability to install additional EV chargers	Sufficient capacity	Sufficient capacity

Recommendation

Based on the above assessment, the Multilevel carpark (second level) is the preferred site.

Operating Models

EHT have presented three options for the engagement of EHT to install and operate the EV charger.

Option A - Lease EV charger site from Council, EHT owned and operated

Under option A, EHT would meet all costs associated with the site and its operation and pay Council a fee for leasing the site from the day the site is commissioned.

- EHT branded site installed to EHT standards, install funded through the Tasmanian Government grant with EHT meeting any additional capital cost, zero capital cost from Council.
- EHT guarantees charger funded by grant will remain on site and in service or be replaced with equal or better for a minimum of five years.
- Based on standard agreement used at other sites; minimum lease period five years with option for five year renewal.
- Direct payment of lease per bay covering all parking fees – guaranteed revenue for Council from the first day.
- EHT responsible for all costs in excess of grant value including installation, operating costs and maintenance.
- No financial or operating risk to Council. Failure by EHT to meet requirements is grounds for terminating the site agreement, thus managing risk arising from failures on the part of EHT.
- EHT ensures highest standard equipment, updated and expanded for duration of the agreement.
- EHT may move the initial 50kW to another site before 'worn out' etc but will replace with a faster charger or more advanced charger to maintain site and network standard.

Option B - Partnership between EHT and Council

- Site forms part of EHT network/brand, meeting all EHT specifications and standards.
- EHT meets any capital costs in excess of grant funds available (same as Option A).
- Council and EHT will share both short term losses and long term returns according to contributions made – details to be negotiated.
- No net revenue and potential significant losses in the short term.
- Share in any operating risks (liability, vandalism, etc).
- Potential benefits of partnership with Council contributing operational support (site supervision, insurance) at lower cost to partnership than EHT can provide while EHT provides expert maintenance, route marketing, operational monitoring and third party offers.
- More complex legally and financially with potentially significant administrative overheads.

Option C - Installation and setup (with option of ongoing fee for service support)

- Fully Council owned and operated with Council bearing all risks and all returns.
- Council sets specifications. EHT offers price, installed as specified.
- EHT commissions and ensures operation before handing over to Council.
- EHT can offer potential ongoing services for a fee (maintenance, advice on standards, third party deals, monitoring and upgrades).
- Negotiated agreement for scope of services specified.
- Council bears all risk associated with vandalism, equipment obsolescence, failure to meet customer expectations, etc.

COMMUNITY ENGAGEMENT

No community engagement has been performed in relation to this report, however consultation with various stakeholders such as TasNetworks, and neighbouring property owners may be required as part of the project.

FINANCIAL IMPLICATIONS

Installation

Project construction is expected to fall within budget. \$50,000 has been received through a Tasmanian Government grant and \$50,000 allocated in the 2020-21 capital budget.

Ongoing Costs

Fixed Operating Costs

Fixed operating costs include standby electricity use, payment software fees, insurance, maintenance, EHT overheads for management and administration, depreciation and wear and tear contributing to capital replacement costs.

Fixed operating costs for EHT sites, excluding depreciation and wear and tear, have been estimated to be \$4,500-\$5,000 per site per year. Some of these costs may be lower for Council (e.g. insurance) if bundled in with general operations.

Depreciation and Wear and Tear

The charging equipment is depreciated over five years for accounting purposes, or approximately \$3,400 per year. It is expected to last about seven years but under favourable circumstances may last up to ten. Eventually chargers require replacement due to wear and tear, vandalism or obsolescence.

Charger cables and connectors have a rated service life of 10,000 connections, or about five years of use at full capacity. Replacements cost \$1,500 each, fitted. This is budgeted at \$300 per year.

Pavement markings are also expected to be refreshed after a period of 3-5 years, subject to the level of traffic. Existing markings would most likely be refreshed whenever additional bays are added.

The conduits, wiring and other electrical components are relatively long lived, depreciated over 25 years with potential lifetimes of up to 50 years. These components are also relatively 'immovable', and once installed become part of the site infrastructure as the cost of removing is greater than their reuse value. Annual allowance is \$500 per year for depreciation of these items.

Variable Operating Costs

Electricity is the main variable cost, covered by the energy fee. EHT would work with Council to ensure that the peak demand from the EV chargers did not adversely affect the City's electricity costs for example by adding to peak demand charges, if applicable, by paying all additional charges incurred or by actively managing demand using battery buffering or similar approaches. Such approaches may even provide opportunities to lower Council's electricity costs.

Future Costs and Revenue

At present, there are relatively few (approx 300) EVs on Tasmania's roads, far too few to support even one fast charge station. However, without providing the necessary infrastructure for EVs to move freely around the State, the uptake of EVs will continue to be very limited.

EHT believes that the rollout of the statewide charging network in 2020 will spur the adoption of EVs in Tasmania. In the medium term, the reducing purchase price of EVs will lead to widespread adoption, with EVs becoming the preferred option for most Australian purchasers in the second half of this decade.

EHT's modelling estimates fixed operating costs will exceed revenues for at least the first 2-5 years, with a net operating loss and no contribution to depreciation. From about year 3-6, cash flow should become positive and there will be an increasing contribution to capital depreciation, but it is unlikely that returns will fully cover capital costs within the life of the equipment. It is most likely that a replacement charger installed in about year 5-7 will see sufficient use and revenue to be commercially viable, fully meeting both operating and capital cost, with potentially some return to investors.

As demand grows, to avoid queuing, it is expected that additional chargers and faster chargers will need to be installed, even while existing chargers are not yet fully commercially viable.

Recommended Operating Model

Based on the level of financial uncertainty, combined with Council's limited capacity and experience managing EV infrastructure and operations, it is recommended that Council negotiates an agreement with EHT based on **Option A** whereby EHT would meet all costs associated with the site and its operation and pay Council a fee for leasing the site from the day the site is commissioned. The proposed length of an agreement is to 5 years with a 5 year option.

RISK IMPLICATIONS

- Workplace Health and Safety
All contractors on site will be required to complete Council's workplace health and safety induction program.

- Legal Compliance
Any operational agreement to be established with EHT will be reviewed to ensure legal compliance.
- Consultation and/or Communication
Communication risks are deemed to be low. EHT will promote the network and all charging options, to new EV purchasers through car dealers. This includes a package with printed information, links to key web sites and other useful material for new EV owners. EHT will also undertake direct marketing to fleets that operate EVs. EHT works other partners to ensure that our charge locations are listed on tools such as Google Maps, Open Maps and satellite navigation manufacturers that list points of interest on their hardware. EHT are also working in conjunction with the Tasmanian Government to prepare EV touring routes and promote EV tourism to tourist operators getting them EV ready. This will include running workshops with TT Line, destinations and accommodation providers.

CONCLUSION

This report has outlined factors to consider in identifying a site to locate an EV charging station, additional considerations during installation as well as three operational models to operate the station, ranging from limited Council financial and other commitment to full Council involvement. Based on discussions with Electric Highway Tasmania, the preferred site to install the charger is the multilevel carpark. As part of the installation it is recommended to include an AC Charger, 15A single phase general power outlet and 32A three phase general power outlet. In terms of an operating model, it is recommended that Option A be pursued, whereby EHT leases the site from Council and is responsible for all expenses and revenue generated from the charger. This recommendation is based on Electric Highway Tasmania's experience and capacity to install and operate EV chargers.

ATTACHMENTS

Nil

RECOMMENDATION

That Council receive and note the report relating to installation and operation of an EV charging station and

1. Confirm that the preferred site to install an EV charger is on the west wall of the second level of the multilevel carpark; and
2. Enter an agreement with Electric Highway Tasmania to lease the site for a 5 + 5 year basis whereby EHT would meet all costs associated with the site and its operation.

5.7 DEVONPORT GENERAL CEMETERY MASTER PLAN 2021-31

Author: **Carol Bryant, Executive Officer**

Endorser: **Matt Skirving, Executive Manager City Growth**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 2.3.5 Provide and maintain sustainable parks, gardens and open spaces to appropriate standards

SUMMARY

This report presents the Devonport General Cemetery Master Plan 2021-2031 to Council for adoption, following a period of public consultation.

BACKGROUND

The Devonport General Cemetery Master Plan 2021-2031 is a guiding document for the development and management of the Devonport General Cemetery over a ten-year period commencing July 2020. The development of master plans for all Devonport cemeteries is an action of the *Cemetery Strategy 2011-2030*.

The central aim of the Master Plan is:

To preserve the individual and shared heritage value of the Cemetery, while sustainably adapting the site for the current and future needs of the community.

The objectives of the Master Plan are to:

- Identify relevant landscape, heritage and operational constraints and opportunities.
- Understand and respect social and historical values in Cemetery management.
- Provide a strategic approach towards cemetery enhancement that is realistic, achievable and within reasonable resources available to the Council and community.

The draft Master Plan was presented to Council at their meeting held 25 May 2020, whereby Council resolved to release the Master Plan for a 30-day public consultation period (Min No. 89/20 refers).

STATUTORY REQUIREMENTS

There are no specific statutory requirements relating to this report.

DISCUSSION

Development of the Master Plan has involved:

1. Consultation with the general community in the form of two surveys (refer to Community Engagement for more detail).
2. Onsite meetings with Devonport City Council officers to review consultation outcomes and identify further issues and opportunities.
3. Drafting of guiding principles and actions in line with the purpose of the Cemetery, local site characteristics, community input, and resourcing options.

Refer to the attached Master Plan for further details.

COMMUNITY ENGAGEMENT

Community input was invited prior to the development of the Plan with 73 responses received via an online survey conducted in March 2020. Upon completion of the draft plan, a second invitation to comment was provided to the public through Council's on-line engagement portal, Speak Up Devonport, from 26 May 2020 to 26 June 2020 inclusive.

This second community survey sought feedback on the key actions grouped under the three Master Plan principles:

1. Conserving Heritage Values
2. Improving Access in and Around the Cemetery
3. Enhancing the Cemetery Experience

Twenty responses were received. A summary of the responses, comments received, and officer responses is provided below. Unedited survey results are attached. No amendments to actions as listed in the draft master plan are proposed.

Q4. Do you support the following actions that aim to conserve heritage values?				
Action	Yes	No	I don't know	Total
1.1 Develop and promote information regarding plot restoration and maintenance	100.00%	0.00%	0.00%	18
1.2 Encourage the community to be involved in the park's maintenance and development	94.44%	0.00%	5.56%	18
1.3 Promote historical significance and improve interpretive elements of the cemetery	94.44%	5.56%	0.00%	18
1.4 Improve digital access to Cemetery records	100.00%	0.00%	0.00%	18
Answered				18
Skipped				2

Comments	Officer Response
We must preserve our historical gravesites; they will be a source of interest for generations of the future	Comment noted, no changes to the Plan required
You mention that there are approx 1,800 people in the cemetery, however going by the names on your board in the cemetery, there are actually about 5,000-6,000 people buried there, if my calculations are correct. My grandparents are buried there, one in the 1930's, and the other in the 1960's.	Upon review of burials there are 3,405 known burial records, document will be updated accordingly. This further correlates with Action 1.4 which involves improving digital records management.

Q5. Do you support the following actions that aim to improve visitor and pedestrian access in and around the cemetery?				
Action	Yes	No	I don't know	Total
2.1 Update wayfinding signage within the cemetery in accordance with the Signage Strategy	94.44%	5.56%	0.00%	18
2.2 Review maintenance service levels and asset renewal program (landscaping, road/path maintenance etc)	100.00%	0.00%	0.00%	18
2.3 Improve main entry, and review access points to improve pedestrian / user safety	94.44%	5.56%	0.00%	18
2.4 Construct path through the site for use by cemetery visitors and pedestrians in the	88.89%	11.11 %	0.00%	18

area	
Answered	18
Skipped	2

Comments	Officer Response
The 'old' cemetery infrastructure has been neglected & in dire need of upgrade for as long as I can remember. As a small child visiting with my parents, it always appeared 'unloved'	Comment noted, aligns with Action 2.2 review service levels, no changes to the Plan required
All of the above are so important for families of those visiting and those who are researching their history.	Comment noted, no changes to the Plan required
Repair as required, not major works	Comment noted, improvements will be made to existing infrastructure, no changes to the Plan required
If you mean making a path through the cemetery for people to use just as a general footpath, I don't agree with that, in fact I very strongly disagree. At the moment the cemetery is separate, and you have to specifically go there which I think is good. If you make it a general thoroughfare for pedestrians, I'm worried it might be at risk of spontaneous and opportunistic vandalism or defacing of headstone, plus probably rubbish would be discarded. Also, we want to have a peaceful place to visit our loved ones. Even if we are there researching for someone else, we know how much this means to that person, and we are very respectful. When we visit a cemetery, we are being very respectful and quiet, and we respect other visitors' privacy, so we don't intrude in their reflections. Pedestrians through the cemetery would not have this respect and I think this would absolutely ruin the experience for the visitor and be very disrespectful for the people buried there! I feel very strongly about this.	Construction of a path as per Action 2.4 involves upgrading the existing path network and providing pedestrian access links to paths beyond the cemetery, no changes to the Plan required

Q6. Do you support the following actions to enhance the cemetery experience?					
Action		Yes	No	I don't know	Total
3.1	Install seating in priority locations	100.00%	0.00%	0.00%	18
3.2	Progressively expand the vegetative landscape on all boundaries	94.12%	5.88%	0.00%	17
3.3	Review public lighting in conjunction with path and signage improvements	83.33%	0.00%	16.67%	18
				Answered	18
				Skipped	2

Comments	Officer Response
Yes, I agree with all of the above suggestions.	Comment noted, no changes to the Plan required
Not many will access a cemetery at nightfall so Money could be better spent on other elements of improvement.	Comment noted and will be considered in the review of public lighting scheduled to be undertaken 2025+ as per Action 3.3, no changes to the

Comments	Officer Response
	Plan required
How many visit requiring lighting to be installed.	Comment noted and will be considered in the review of public lighting scheduled to be undertaken 2025+ as per Action 3.3, no changes to the Plan required
The large pine trees on Hillcrest side are a problem my parents grave is constantly covered in pine needles - this also creates a pedestrian surface awkward- I am 82	Comment noted, Action 2.2 includes reviewing maintenance service levels, no changes to the Plan required. Alternative species will be planted that aim to minimise future hazards and high maintenance levels.
Its a beautiful cemetery and already relatively well kept. The trees around the border are lovely, and give a sense of privacy. It would be great if the industrial areas could also be blocked out by trees. With more tree's, grassy areas and places to sit and reflect, it will certainly become a lot more attractive, peaceful and inviting. But please don't add a path for pedestrians!	Comment noted re screening with trees, this is in accordance with Action 3.2. The path will be enhanced for existing visitors and pedestrians, rather than a new path.
Lighting would help to stop vandalism and using the cemetery for drug use	Comment noted and will be considered in the review of public lighting scheduled to be undertaken 2025+ as per Action 3.3, no changes to the Plan required

Q7. Do you have any further comments about the draft Devonport General Cemetery Master Plan or ways Council can improve the cemetery?	
Comments	Officer Response
Yes, I do. In the UK old grave yards are being transformed into parks with plantings & pathways which encourage people to meander through with seating & play areas for families & gatherings, they are amazing spaces, often utilised as linked walkways in the villages. Unfortunately I have been unable to upload a typical photo to this survey, I would be happy to email to you if possible.	Comment noted in accordance with Principle 3: Enhancing the Cemetery Experience. Limited infrastructure available to support play areas (eg toilet facilities), as such this is not included in this plan.
I'm pleased the council is showing this initiative to improve the general environment at the cemetery and also improve access. The availability of more information on site will be invaluable for future generations.	Comment noted, in accordance with Action 1.3, no changes to the Plan required
The RSL should resume the practice of placing red poppies on war graves. A small gesture that means so much. Local schools could be involved.	Comment noted and will be considered during implementation of Action 1.2
Previous/historical cemetery management in Devonport (bluff/Coles beach) has been at best very poor with regard to	Comment noted. No changes

Q7. Do you have any further comments about the draft Devonport General Cemetery Master Plan or ways Council can improve the cemetery?	
Comments	Officer Response
original site knowledge now not clear. I would advocate that any changes to cemetery sites continue to first seek community consultation as you are now and be recorded very thoroughly.	to burial sites will be made.
In case you missed it in my other comments, please don't add a path for pedestrians to pass through the cemetery! Otherwise your plans sound wonderful! If you have a bit of spare money, a toilet (even a unisex one) there or just outside the cemetery would be welcome for people who might spend a while at the cemetery while researching several grave sites.	Visitation levels at the cemetery are not high enough to warrant construction of toilet amenities. The nearest amenities are at Don Hall, 1,200m away (a 2 min drive)
May need to improve the plans for around the batch plant and improve the fencing to segregate the two areas	Comment noted and will be considered as part of Action 2.3 and 3.2

FINANCIAL IMPLICATIONS

The delivery of the eleven actions are anticipated to require a variety of delivery methods and funding sources. Community involvement is a key resource, which based on the level of engagement to date, shows potential. Council will be required to contribute funding allocations of around \$300,000 over the ten-year period, although some is already nominally committed in asset renewal programs. External funding through relevant grant programs is also required. Consideration of funding to progress the action plan will be required on an annual basis as part of Council's budgetary process.

RISK IMPLICATIONS

- **Asset & Property Infrastructure**
Under the *Tasmanian Burial and Cremation Amendment Act 2019*, Council, as the Cemetery manager, is responsible for providing public access to cemeteries and undertaking general maintenance and upkeep of cemeteries. As per the Act (section 34.3), maintenance of vaults, graves or monuments are generally not the responsibility of cemetery managers. However, with the passing of time Council may be obligated to repair vaults, graves or monuments that present a risk to public health or safety. The Master Plan will assist Council to meet its legal duties and obligations under the Act whilst also preserving shared historical cemetery assets and infrastructure.
- **Consultation and/or Communication**
Given the local community interest in improving the General Cemetery, the community would likely have an expectation that Council delivers a plan reflective of shared concerns and ideas for improvement. There is a low reputational risk that not having a Master Plan may signal to interested community members that investment in historical cemeteries is a low priority of Council.

CONCLUSION

The development of the Devonport General Cemetery Master Plan 2021-2031 reflects the interest and ideas expressed by cemetery visitors and Council officers aimed at preserving the individual and shared heritage value of the Cemetery, while sustainability adapting the site for the current and future needs of the community. Based on the community feedback received on the draft master plan no amendments have been made to the

proposed actions. Actions will be reviewed annually as part of developing Council's annual plan and estimates with a full review of the Plan to occur in 2031.

ATTACHMENTS

1. General Cemetery Master Plan 2021-31 [**5.7.1** - 15 pages]
2. General Cemetery Master Plan 2021-31 Survey Summary [**5.7.2** - 10 pages]

RECOMMENDATION

That Council adopt the Devonport General Cemetery Master Plan 2021-2031.



DEVONPORT GENERAL CEMETERY MASTER PLAN 2021-31

JULY 2020

Next Date of Review: July 2031
Document Controller: City Growth Executive Manager
Document Reviewer: Infrastructure and Works Manager
Date Adopted by Council:
Resolution Number:

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1 Introduction

1.1 Purpose

The Devonport General Cemetery Master Plan 2021-31 is a guiding document for the development and management of the Devonport General Cemetery over a ten-year period commencing July 2020. The development of master plans for all Devonport cemeteries is an action of the *Cemetery Strategy 2011-2030*.

The central aim of the Master Plan is:

To preserve the individual and shared heritage value of the Cemetery, while sustainability adapting the site for the current and future needs of the community.

The objectives of the Master Plan are to:

- Identify relevant landscape, heritage and operational constraints and opportunities.
- Understand and respect social and historical values in Cemetery management.
- Provide a strategic approach towards cemetery enhancement that is realistic, achievable and within reasonable resources available to the Council and community.

1.2 Methodology

Development of this Master Plan has involved:

1. Consultation with the general community in the form of an online survey (73 respondents).
2. Onsite meetings with Devonport City Council officers to review consultation outcomes and identify further issues and opportunities.
3. Drafting of guiding principles and actions in line with the purpose of the Cemetery, local site characteristics, community input, and resourcing options.
4. Further feedback from the general community on the proposed principles and actions (20 respondents). Comments aligned with the essence of the Plan with no variations made to the principles and actions.

1.3 Implementation and Review

Devonport City Council will be responsible for coordinating the implementation of the Plan. Review of actions will occur on an annual basis and align with Council's Annual Plan and Estimates process.

1.4 Related Plans and Strategies

The following Council documents inform the development and implementation of the Master Plan.

- *Devonport City Council Strategic Plan 2009-2030*
- *Cemetery Strategy 2011-2030*
- *Signage Strategy 2017-2020*
- *Pedestrian Strategy 2016-2021*
- *Public Open Space Strategy*

- *Disability Inclusion Plan 2020-2025*

1.5 Legislation

Council is required to comply with the following Tasmanian legislation related to cemetery management.

- *Burial and Cremation Act 2019*
- *Burial and Cremation Regulations 2015*
- *Local Government Act 1993*

Devonport City Council, being the cemetery manager, has a range of important legal obligations and duties as listed in the *Burial and Cremation Amendment Act 2019*. For example, cemetery managers are responsible for:

- the correct handling and interment (burial) of human remains;
- providing public access to cemeteries;
- administration and record-keeping; and
- general maintenance and upkeep of cemeteries.

As per the Act (section 34.3) maintenance of vaults, graves or monuments are generally not the responsibility of cemetery managers. However, with the passing of time Council may be obligated to repair vaults, graves or monuments that present a risk to public health or safety.

2 Context

2.1 Description

The Devonport General Cemetery is 2.8 hectares of public open space in ownership of Devonport City Council, located on the northern corner of Stony Rise Road and Lawrence Drive. The entrance is located off Lawrence Drive, adjacent to Council's Works Depot.

It is the second largest of the four cemeteries along this road and is within a few hundred metres of St. Olave's and the Congregational Cemetery.

The north and east boundaries are adjacent to a mix of bushland reserve and industrial properties with no foliage on the fence lines to the industrial blocks, including Council's Works Depot. The site is on an east facing incline with the entry at the elevated eastern boundary off Lawrence Drive.

The site is treed, outside the cemetery fenceline, with few trees in the cemetery itself. The front fence, facing Lawrence Drive, is a timber picket fence with a brick entry gate structure. There is a network of defined roads in variable condition, with no dedicated constructed paths.





Location Context – Devonport General Cemetery



Location – Devonport General Cemetery

2.2 History

The town of Devonport, the result of the amalgamation of the twin towns of Formby and Torquay in 1890 did not have a major cemetery until the opening of the "New General Cemetery" late in the year 1922. Prior to this, the dead were interred in one of the three small Torquay burial grounds, the Bluff Cemetery at the Mersey Bluff, or at either of the two small cemeteries at the Don. Burials commenced at the Cemetery, which was on the outskirts of the town, late in 1922, the first being Lizzie Taylor. (Publication T. F.-D., 2001).

There are 3,405 known recorded burials and several unmarked sites. The historical burial records are incomplete. The cemetery is closed to new burials, with only reserved plots and re-openings available.



Unmarked child's grave

2.3 Previously Identified Issues

Identified issues acknowledged in 2009 as outlined in the Cemetery Strategy include:

- Early deterioration of some headstones.
- No interpretive, directional signage or burial information on site.
- Site lacks privacy from adjacent industrial and Council properties.
- Entrance of site requires enhancement.
- Accessibility of site restricted largely due to topographical constraints.

Other than the installation of a sign displaying burial records and locations and some basic signage for each section, the issues identified in 2009 remain largely unaddressed.



Improvements since 2009



3 Consultation Findings

The Devonport General Cemetery Plan draws on community comments raised through an online survey conducted in March 2020. The main findings are summarised below.

The survey attracted 73 responses, with 68.5% or 50 respondents living in the Devonport municipality, 27.4% or 20 respondents living in other parts of Tasmania, 4.1% or 3 respondents from Victoria. The response rate was higher than expected demonstrating the level of community interest in the site.

3.1 Visitation

In terms of visitation, respondents were asked how often they visited the cemetery and the main reason(s).

- 60% of respondents visit the cemetery for special occasions, 16.9% visited monthly and 8.4% respondents visit weekly.
- 81.7% respondents visit to pay their respects, 40.8% visit to conduct research such as genealogy, 16.9% visit as interested in the design and architecture of headstones and plots, 14.8% visit to take some time out and enjoy the peaceful, park like experience.

Other reasons to visit included maintaining family graves, attending burial services and using the cemetery as a walking thoroughfare.

Reason to Visit	Responses	
To pay respects	81.69%	58
Conduct historical research, e.g., researching family tree	40.85%	29
To attend a burial service	1.41%	1
To take some time out, enjoy the peaceful, park like experience	14.08%	10
Interested in the art / design / architecture of headstones and plots	16.90%	12
Other (please specify)	15.49%	11
Answered		71
Skipped		2

3.2 Priorities for Management

Respondents were asked to rank the importance of a range of aspects for managing the cemetery. The number and percentage of responses that ranked each aspect as high or very high are outlined in the following table.

Aspect Ranked as High or Very High	Responses	
Heritage value	84.93%	62
Walkways	76.06%	54
Appearance / look / feel	74.65%	53
Landscaping / gardens / trees	70.83%	51
Interpretive / historical signage	59.15%	42
Directional signage in the cemetery	58.33%	42
Roads to access plots	47.06%	32
Parking	43.66%	31
Seating	40.84%	29
Shelter	25.35%	18

Additional issues identified through staff consultation:

- Lack of safe pedestrian route along Stony Rise Road.
- Lack of community awareness about responsibilities for restoration and management of graves, headstones and monuments.
- Improvements required to online cemetery search portal - i.e., difficult to determine which cemetery deceased person is located; no online site map available.

3.3 Improvements

Respondents were asked for their suggestions to improve the Cemetery. The open-ended question attracted a variety of responses with similar themes. The top three improvements suggested include:

- General maintenance (weed control, tree pruning, litter).
- Plot maintenance/ restoration.
- Road/walkway accessibility.

Improvement	Responses
General maintenance (weed control, tree pruning, litter)	10
Plot maintenance/ restoration	7
Road/walkway accessibility	7
Approach service clubs/volunteers/historical society to assist with hands-on maintenance and raising funds	4
Improve drainage / erosion control	4
Respect history, historical interpretation /memorial area	4
Additional landscaping	3
Signage – directional within cemetery	3
Repair fence – concrete	2
Construct boundary fence	1
Improve entry/exit point	1
Install playground outside cemetery	1
More seating	1
Greater security	1

4 Principles and Actions

Three key principles that underpin the development of the Master Plan have been drawn from community and staff consultation. The principles and recommended actions are summarised below, with a detailed action plan provided on page 11.

4.1 Conserving Heritage Values

Cemeteries may be the only place where a person's life is recorded. Unusual examples of art and craft may also be found in the design of monuments which portray views of death often quite different from current customs. Recent burials in the cemetery may also provide valuable social insights over time of history and changes in taste, custom and design. The cemetery is culturally significant to many visitors as a source of genealogy and the resting place of many prominent individuals in Devonport's history.

ACTIONS:

- Develop and promote information regarding plot restoration and maintenance.
- Encourage the community to be involved in the park's maintenance and development.
- Promote historical significance and improve interpretive elements of the cemetery.
- Improve digital access to Cemetery records.



4.2 Improving Access In and Around the Cemetery

This principle focuses on assisting visitors and pedestrians find their way around and through the cemetery. Pedestrian and vehicle movement should be simple, convenient and a positive experience for all visitors. Topographical constraints will restrict Council's ability to provide inclusive access to all parts of the cemetery.

An opportunity exists to utilise and upgrade parts of the existing path network as a pedestrian access through the site, in lieu of a footpath on the adjacent Stony Rise Road, legitimising a use of the site which is known to occur now. 'Walkways' were one of the most prominent topics raised by respondents. This formally diversifies the use of the site and potentially increases visitation to the site, which can assist in delivering on other actions.

ACTIONS:

- Update wayfinding signage within the cemetery in accordance with the Signage Strategy

- Review maintenance service levels and asset renewal program (landscaping, road/path maintenance etc)
- Improve main entry, and review access points to improve pedestrian / user safety
- Construct path through the site for use by cemetery visitors and pedestrians in the area



Cemetery main entrance and rotunda

4.3 Enhancing the Cemetery Experience

The cemetery is visited foremostly by people coming to the burial grounds of the deceased. However, this group is expected to decline long term. Other visitors also visit the site to see, understand and research heritage and historical elements and to enjoy the peaceful, park like experience. These are the groups that the site must cater for in the future. As part of the master plan, the following actions are proposed for enhancing amenity with areas for seating, pausing and reflection. This further includes landscaping opportunities.

ACTIONS:

- Install seating in priority locations
- Progressively expand the vegetative landscape on all boundaries
- Review public lighting in conjunction with path and signage improvements



Landscaping along cemetery boundaries will improve amenity

4.4 Delivery of Actions

The delivery of the 11 actions are anticipated to require a variety of delivery methods and funding sources. Community involvement is a key resource, which based on the level of engagement to date, shows potential. Council will be required to contribute funding allocations of around \$300,000 over the 10 year period, although some is already nominally committed in asset renewal programs. External funding through relevant grant programs is also required.

The infrastructure improvements proposed in the action plan are shown in the plan below. The locations and details, where provided, are conceptual and should be confirmed during the design phase of each project.



Action Plan – Concept Layout

Action Plan

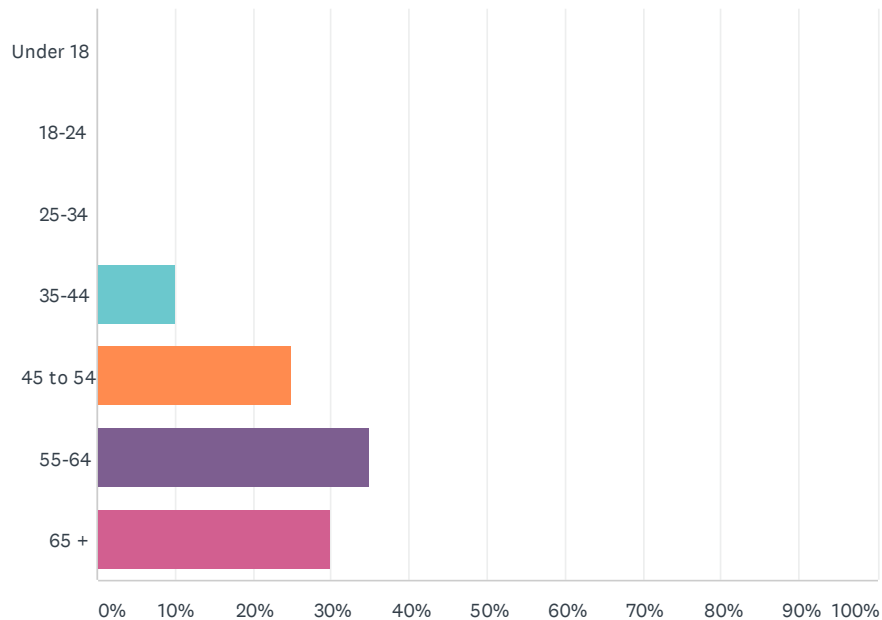
Devonport General Cemetery Master Plan

No	Action:	Year Planned							Priority: H,M,L	Resources: A-OPEX F-OPEX F-CAPEX	Cost Estimate (\$)	Responsible Department
		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026+				
Principle 1: Conserving Heritage Values												
1.1	Develop and promote information regarding plot restoration and maintenance								H	A-OPEX	2,000	Infrastructure & Works
1.2	Encourage the community to be involved in the park's maintenance and development								M	A-OPEX	TBC	Community Services
1.3	Promote historical significance and Improve interpretive elements of the cemetery								M	External funds	TBC	Community Services
1.4	Improve digital access to cemetery records								M	F-OPEX	TBC	Infrastructure & Works
Principle 2: Improving Access In and Around the Cemetery												
2.1	Update wayfinding signage within the cemetery in accordance with the Signage Strategy								H	F-CAPEX	10-20,000	Infrastructure & Works
2.2	Review maintenance service levels and asset renewal program								H	A-OPEX	5,000	Infrastructure & Works
2.3	Improve main entry, and review access points to improve pedestrian / user safety								M	F-CAPEX	30,000	Infrastructure & Works
2.4	Construct path for cemetery visitors and pedestrians								M	F-CAPEX	150,000	Infrastructure & Works
Principle 3: Enhancing the Cemetery Experience												
3.1	Install seating in priority locations								H	F-CAPEX	15-30,000	Infrastructure & Works
3.2	Progressively expand the vegetative landscape on all boundaries								M	F-OPEX	10-20,000	Infrastructure & Works
3.3	Review public lighting in conjunction with path and signage improvements								M	F-CAPEX	TBC	Infrastructure & Works

Devonport General Cemetery Master Plan Survey

Q1 What is your age?

Answered: 20 Skipped: 0

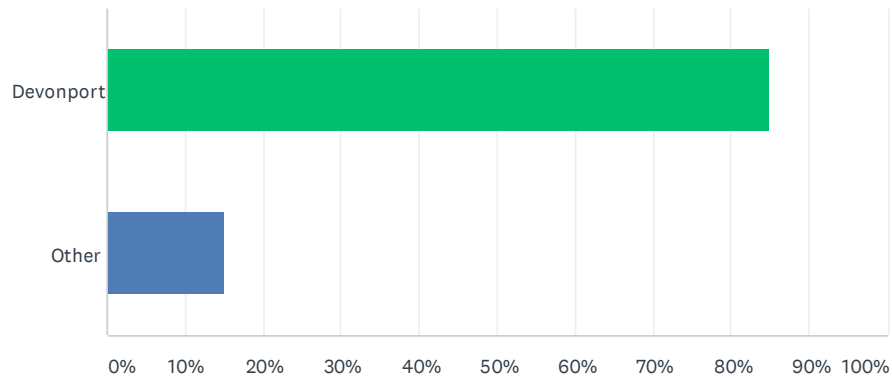


ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	0.00%	0
25-34	0.00%	0
35-44	10.00%	2
45 to 54	25.00%	5
55-64	35.00%	7
65 +	30.00%	6
TOTAL		20

Devonport General Cemetery Master Plan Survey

Q2 What town do you live in?

Answered: 20 Skipped: 0



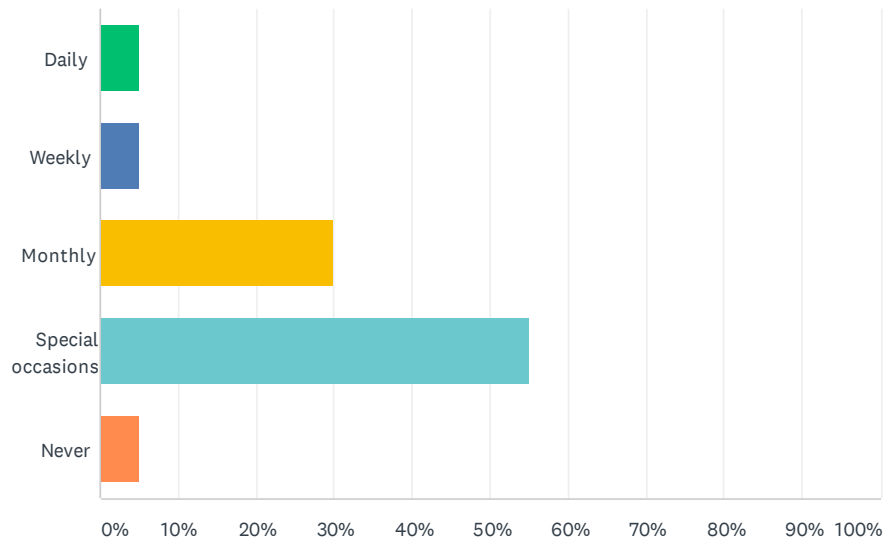
ANSWER CHOICES	RESPONSES	
Devonport	85.00%	17
Other	15.00%	3
TOTAL		20

#	PLEASE SPECIFY:	DATE
1	Spreyton	6/26/2020 6:42 AM
2	Latrobe	6/1/2020 10:58 AM
3	Somerset	5/26/2020 9:57 PM

Devonport General Cemetery Master Plan Survey

Q3 How often do you visit the Devonport General Cemetery?

Answered: 20 Skipped: 0



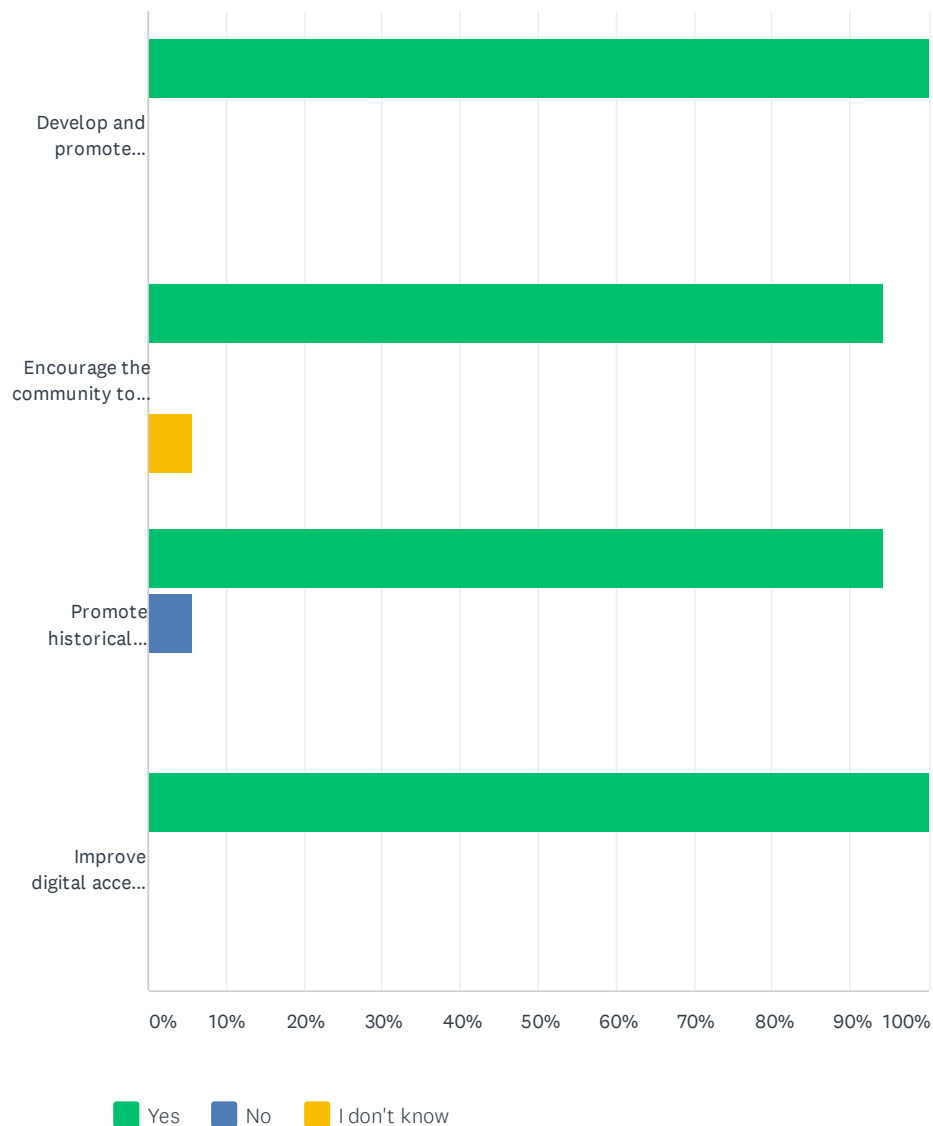
ANSWER CHOICES	RESPONSES
Daily	5.00% 1
Weekly	5.00% 1
Monthly	30.00% 6
Special occasions	55.00% 11
Never	5.00% 1
TOTAL	20

#	COMMENTS:	DATE
1	Visits are random and often for maintenance of numerous family grave sites	6/26/2020 10:50 AM
2	My great great grandparents were originally interned at the Bluff Cemetery Now their gravestone is Located at the General Cemetery Both my parents are buried here also.	6/24/2020 11:14 PM
3	My husband and I walk through at least 3 times a week, we use it as a direct path to our daughters school, the local post office and church. Due to poor mobility and small children going a longer route isn't always possible	6/1/2020 12:00 PM

Devonport General Cemetery Master Plan Survey

Q4 Do you support the following actions that aim to conserve heritage values?

Answered: 18 Skipped: 2



	YES	NO	I DON'T KNOW	TOTAL
Develop and promote information regarding plot restoration and maintenance	100.00% 18	0.00% 0	0.00% 0	18
Encourage the community to be involved in the park's maintenance and development	94.44% 17	0.00% 0	5.56% 1	18
Promote historical significance and improve interpretive elements of the cemetery	94.44% 17	5.56% 1	0.00% 0	18
Improve digital access to Cemetery records	100.00% 18	0.00% 0	0.00% 0	18

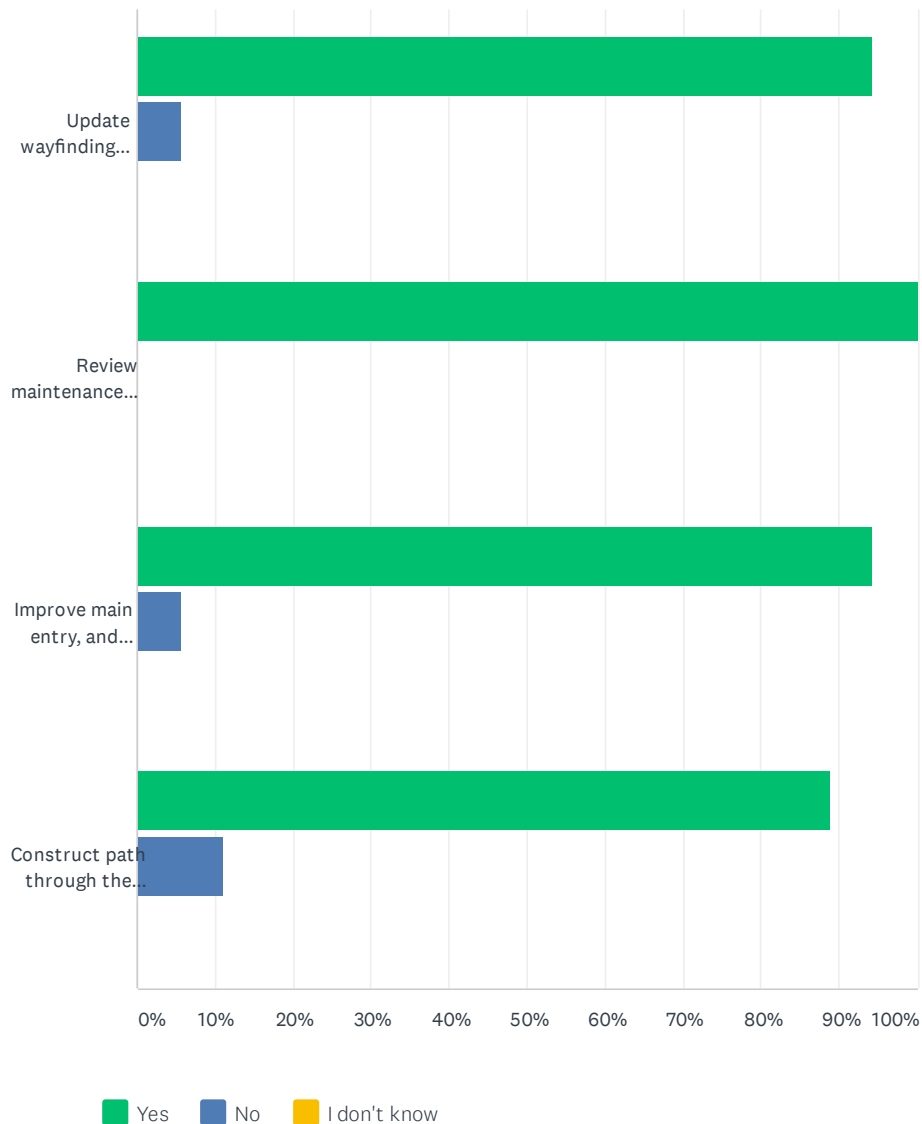
Devonport General Cemetery Master Plan Survey

#	FEEL FREE TO COMMENT:	DATE
1	We must preserve our historical gravesites, they will be a source of interest for generations of the future	6/26/2020 10:52 AM
2	<p>You mention that there are approx 1800 people in the cemetery, however going by the names on your board in the cemetery, there are actually about 5000-6000 people buried there, if my calculations are correct. My grandparents are buried there, one in the 1930's, and the other in the 1960's. I am also a volunteer (jasminette) on the website findagrave.com which is a worldwide website for people trying to find where their ancestors are buried. I am slowly adding people to the site from several cemeteries, including this one. People (from around the world) can request a photo of their loved ones grave/headstone, in any cemetery. A person nearby can go and take the photograph and add it to the site. We also take general photo's of the cemetery, so people that can't visit can get an idea of where their loved ones final resting place is. There are often requests for photo's of a grave at the General Devonport Cemetery. I sometimes get messages from people telling me a brief story about their ancestor. Very recently I had a message that a sibling of a very young child buried at this cemetery, had never known where his brother was buried, until now, 60 years later. So it can be very moving. The sections and rows of the cemetery are fairly well marked on the big board, just inside the gate, but then when searching that section, you have to very carefully count the rows to ensure you are searching in the correct row and occasionally, I've had to look up someone in the row to make sure I am in the right place. It would be fantastic to have the rows marked out, that would be really helpful. As you say, interest in ancestry type research is growing all the time, so I'm very excited about how wonderful this cemetery already is, and how its going to improve.</p>	5/30/2020 11:30 AM

Devonport General Cemetery Master Plan Survey

Q5 Do you support the following actions that aim to improve visitor and pedestrian access in and around the cemetery?

Answered: 18 Skipped: 2



	YES	NO	I DON'T KNOW	TOTAL
Update wayfinding signage within the cemetery in accordance with the Signage Strategy	94.44% 17	5.56% 1	0.00% 0	18
Review maintenance service levels and asset renewal program (landscaping, road/path maintenance etc)	100.00% 18	0.00% 0	0.00% 0	18
Improve main entry, and review access points to improve pedestrian / user safety	94.44% 17	5.56% 1	0.00% 0	18
Construct path through the site for use by cemetery visitors and pedestrians in the area	88.89% 16	11.11% 2	0.00% 0	18

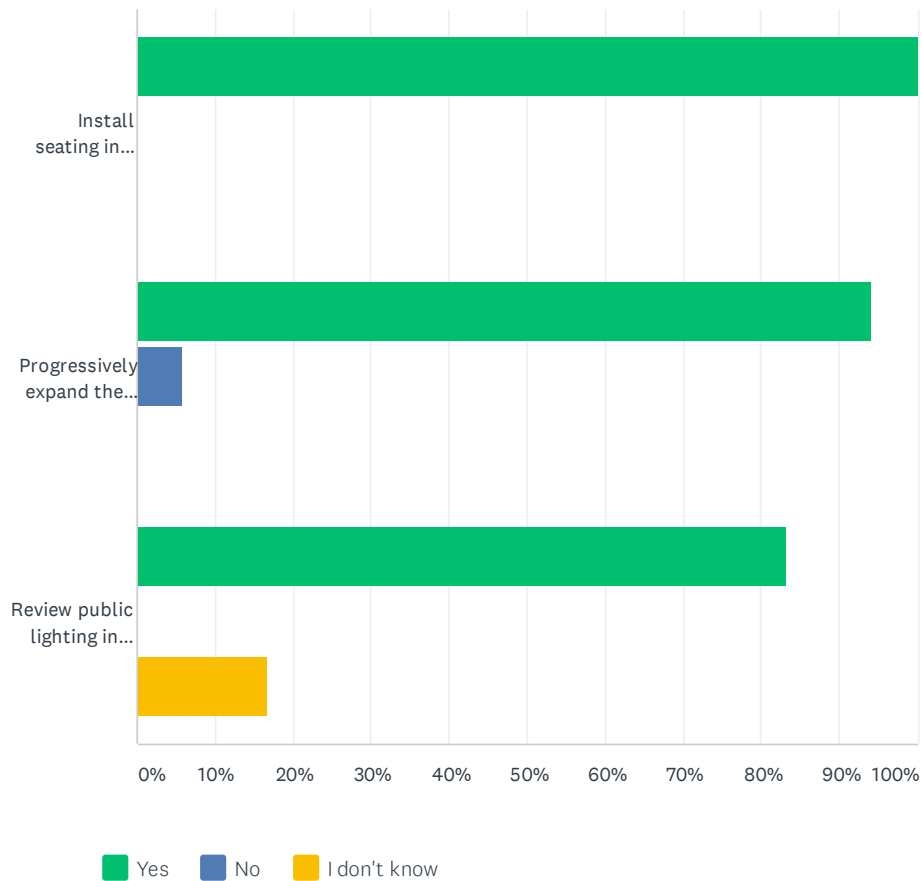
Devonport General Cemetery Master Plan Survey

#	FEEL FREE TO COMMENT:	DATE
1	The 'old' cemetery infrastructure has been neglected & in dire need of upgrade for for as long as I can remember. As a small child visiting with my parents, it always appeared 'unloved'	6/26/2020 10:57 AM
2	All of the above are so important for families of those visiting and those who are researching their history.	6/24/2020 11:19 PM
3	Repair as required, not major works	6/24/2020 9:39 AM
4	If you mean making a path through the cemetery for people to use just as a general footpath, I don't agree with that, in fact I very strongly disagree. At the moment the cemetery is separate, and you have to specifically go there which I think is good. If you make it a general thoroughfare for pedestrians, I'm worried it might be at risk of spontaneous and opportunistic vandalism or defacing of headstone, plus probably rubbish would be discarded. Also, we want to have a peaceful place to visit our loved ones. Even if we are there researching for someone else, we know how much this means to that person, and we are very respectful. When we visit a cemetery, we are being very respectful and quiet, and we respect other visitors privacy so we don't intrude in their reflections. Pedestrians through the cemetery would not have this respect and I think this would absolutely ruin the experience for the visitor and be very disrespectful for the people buried there! I feel very strongly about this.	5/30/2020 11:31 AM

Devonport General Cemetery Master Plan Survey

Q6 Do you support the following actions to enhance the cemetery experience?

Answered: 18 Skipped: 2



	YES	NO	I DON'T KNOW	TOTAL
Install seating in priority locations	100.00% 18	0.00% 0	0.00% 0	18
Progressively expand the vegetative landscape on all boundaries	94.12% 16	5.88% 1	0.00% 0	17
Review public lighting in conjunction with path and signage improvements	83.33% 15	0.00% 0	16.67% 3	18

Devonport General Cemetery Master Plan Survey

#	FEEL FREE TO COMMENT:	DATE
1	Yes, I agree with all of the above suggestions.	6/26/2020 11:44 AM
2	Not many will access a cemetery at nightfall so Money could be better spent on other elements of improvement.	6/24/2020 11:26 PM
3	How many visit requiring lighting to be installed.	6/24/2020 9:41 AM
4	The large pine trees on Hillcrest side are a problem my parents grave is constantly covered in pine needles - this also creates a pedestrian surface awkward- I am 82	6/1/2020 11:21 AM
5	Its a beautiful cemetery and already relatively well kept. The trees around the border are lovely, and give a sense of privacy. It would be great if the industrial areas could also be blocked out by trees. With more tree's, grassy areas and places to sit and reflect, it will certainly become a lot more attractive, peaceful and inviting. But please don't add a path for pedestrians!	5/30/2020 11:31 AM
6	Lighting would help to stop vandalism and using the cemetery for drug use	5/26/2020 6:46 PM

Devonport General Cemetery Master Plan Survey

Q7 Do you have any further comments about the draft Devonport General Cemetery Master Plan or ways Council can improve the cemetery?

Answered: 6 Skipped: 14

#	RESPONSES	DATE
1	Yes, I do. In the UK old grave yards are being transformed into parks with plantings & pathways which encourage people to meander through with seating & play areas for families & gatherings, they are amazing spaces, often utilised as linked walkways in the villages. Unfortunately I have been unable to upload a typical photo to this survey, I would be happy to email to you if possible.	6/26/2020 11:44 AM
2	I'm pleased the council is showing this initiative to improve the general environment at the cemetery and also improve access. The availability of More information on site will be invaluable for future generations.	6/26/2020 6:46 AM
3	The RSL should resume the practice of placing red poppies on war graves. A small gesture that means so much. Local schools could be involved.	6/24/2020 11:26 PM
4	Previous/historical cemetery management in Devonport (bluff/Coles beach) has been at best very poor with regard to original site knowledge now not clear. I would advocate that any changes to cemetery sites continue to first seek community consultation as you are now and be recorded very thoroughly.	6/24/2020 12:24 PM
5	In case you missed it in my other comments, please don't add a path for pedestrians to pass through the cemetery! Otherwise your plans sound wonderful! If you have a bit of spare money, a toilet (even a unisex one) there or just outside the cemetery would be welcome for people who might spend a while at the cemetery while researching several grave sites.	5/30/2020 11:31 AM
6	May need to improve the plans for around the batch plant and improve the fencing to segregate the two areas	5/26/2020 6:46 PM

5.8 ESTABLISHMENT OF NEW LEASE AGREEMENTS FOR 13-17 OLDAKER STREET

Author: **Matthew Skirving, Executive Manager City Growth**

Endorser: **Matthew Atkins, General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

- Strategy 2.4.3 Implement initiatives to encourage private investment aligned with the outcomes of the LIVING CITY Master Plan
- Strategy 3.1.1 Market and promote the City as a regional business, service and retail hub
- Strategy 5.3.1 Review and amend structures, policies and procedures to adapt to changing circumstances

SUMMARY

This report provides an overview of the proposed form and wording of lease agreements to be implemented for the tenancies located within the Council-owned property at 13-17 Oldaker Street, Devonport.

BACKGROUND

Council entered into a head lease agreement with Providore Place Pty Ltd in November 2016, for the operation of the Food Pavilion developed by Council as part of Stage 1 of LIVING CITY. A number of sub-tenant leasehold agreements with Providore Place Pty Ltd were subsequently established. The head lessee was evicted due to inability to pay rent and Council resumed direct management of the Pavilion from 1 January 2020.

During January, a structured handover was initiated that was focused on ensuring continuity of operations and community events in the short-term. A third-party commercial agent was appointed to provide facility management, lease marketing and negotiation services. During February 2020 the agent provided notice to standing tenants of the requirement to negotiate new lease agreements with Council.

In preparation for execution of new lease agreements, Simmons Wolfhagen Lawyers were engaged by Council to develop a new template lease document to form the basis of all lease agreements at the premises.

STATUTORY REQUIREMENTS

In accordance with Section 177 of the *Local Government Act 1993*, Council may sell, lease, donate, exchange or otherwise dispose of land owned by it. To effectively document these lease arrangements, and apportion responsibilities and obligations between lessor and lessee, Council should have regard to the framework within which these relationships are mutually agreed and documented.

The *Fair Trading (Code of Practice for Retail Tenancies Regulations 1998)* applies to retail tenancy arrangements within Tasmania, entered into from 1 September 1998. The Code applies to the negotiation of new retail lease agreements, as well as the performance and renewal of those agreements.

DISCUSSION

Simmons Wolfhagen Lawyers have been engaged by Council to develop a new template lease document to form the basis of all lease agreements involving individual tenancies within the Council-owned property located at 13-17 Oldaker Street, Devonport.

This report provides the form and wording of the proposed lease agreement document for Council consideration, which is included as an attachment to this report. Subsequent lease terms for individual tenancies will be presented to Council for consideration, and will include the essential terms of any proposed lease agreement, along with a Tenancy Disclosure Schedule and Statement from proposed lessees, in accordance with the requirements of the *Code of Practice for Retail Tenancies*.

COMMUNITY ENGAGEMENT

No specific community engagement has been undertaken in relation to this report.

FINANCIAL IMPLICATIONS

There are no direct financial impacts as a result of this report. Specific lease proposals, including financial considerations of those proposals, will be presented to Council for consideration separately.

RISK IMPLICATIONS

- Legal Compliance
Council Officers have engaged specific legal advice from a reputable law firm with expertise in this area, in developing the proposed lease template.

CONCLUSION

Based on the specialist legal advice retained by Council in formulating the template lease agreement, and for the purposes of consistency of terms across all tenancies within the premises, it is recommended that Council adopt the attached lease form and wording as the basis for developing specific tenancy lease proposals for Council consideration.

ATTACHMENTS

1. Template Lease Agreement - 13 17 Oldaker Street [**5.8.1** - 61 pages]

RECOMMENDATION

That Council adopt the template lease agreement as the basis for all subsequent tenancy lease proposals to be presented to Council for consideration, in relation to the property located at 13-17 Oldaker Street, Devonport.

Lease Agreement (for retail premises)

TINSERT, Providore Place
13-17 Oldaker Street, Devonport

S I mmons WOLFHAGEN

Level 4, 99 Bathurst Street | Hobart | Tasmania
T +61 3 6226 1200 | F +61 3 6226 1292 | www.simwolf.com.au

Our Ref: PDEVO0001_202470_002

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SCHEDULE 1 - Lease Details

Item 1	Date of Agreement	This Lease is made on
Item 2	Landlord	DEVONPORT CITY COUNCIL, ABN 47 611 446 016 of 137 Rooke Street, Devonport in Tasmania
Item 3	Tenant	INSERT DETAILS
Item 4	Guarantor	INSERT DETAILS
Item 5	Premises	Tenancy INSERT, comprising approximately INSERT m2, and being that part of the Building shown on the plan attached and marked "A"
	Land	The property at and known as 13-17 Oldaker Street, Devonport in Tasmania and being comprised in Certificate of Title Volume 176042 Folio 3
	Common Areas	INSERT specific areas or make not applicable
	Landlord's Property	The plant and equipment located in the Premises as at the date of this Lease, including the plant and equipment set out in Schedule 4
Item 6	Term	INSERT commencing on the Commencement Date
Item 7	Option to Renew the Lease for further term(s)	INSERT
	First Option term	INSERT
	Second Option term	INSERT
	Ultimate termination date	INSERT
	Option Notice Period	Not earlier than nine (9) months and not later than six (6) months before the end of the initial or then current Term
Item 8	Commencement Date	INSERT
Item 9	Rent	INSERT
	Rent Commencement Date:	Commencement Date
	Payment Dates	First day of each month

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Item 10	Security Deposit	Bank Guarantee equivalent to three (3) months' Rent
Item 11	Fixed Rent Adjustment:	Percentage: INSERT Dates: INSERT
Item 12	CPI Adjustment Dates:	INSERT
Item 13	Market Review Dates	INSERT
Item 14	Permitted Use	INSERT
Item 15	Tenant's Public Risk Insurance – minimum cover	\$20,000,000.00
Item 16	Redecoration Periods	Six months before the end of each period of 3 years after the Commencement Date
Item 17	Trading Hours	No restrictions placed by the Landlord
Item 18	Tenant's Proportion	Clause 4.4(b): Applies [or indicate does not apply] Percentage: INSERT %
Item 19	Notices	
	Landlord:	Post: 137 Rooke Street, Devonport Tas 7310 Email: INSERT
	Tenant:	Post: INSERT Email: INSERT
	Guarantor:	Post: INSERT Email: INSERT

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Parties:

1. The party specified in **Item 2** ("**Landlord**").
2. The party specified in **Item 3** ("**Tenant**").
3. The party (if any) specified in **Item 4** ("**Guarantor**").

Recitals:

- A. The Landlord is the owner or is entitled to be the owner of the Premises.
- B. Each of the parties have read and signed the Disclosure Statement.
- C. The Landlord has agreed to grant and the Tenant has agreed to take a lease of the Premises for the Term and at the Rent and subject to the covenants terms and conditions set out in this Lease.
- D. The Guarantor has agreed to provide the Landlord with the guarantees and indemnities referred to in clause 21.

Operative Provisions:**1 Interpretation****1.1 Definitions**

In this Agreement, unless the contrary intention appears:

Access Devices means those keys or magnetic cards or other devices for the purposes of entry into the Building and on to the Premises provided to the Tenant during the Term.

Air-conditioning Plant means any plant, machinery, ductwork, vents, electrical installations or equipment for heating, cooling or circulating air.

API means the Australian Property Institute (Inc) Tasmanian Division (or if it does not exist an association with substantially similar objects).

Authorisation means a licence, permit, authority or authorisation issued by or on behalf of any Government Body pursuant to or under any legislative provision.

Authority means any governmental or other public body, local authority or other authority of any kind.

Building means the buildings erected on the Land together with any modifications extensions or alterations from time to time and together with the fittings and fixtures and other improvements and conveniences amenities and appurtenances from time to time and including (but without affecting the generality) any entrances corridors vestibules stairways elevators parking areas and air conditioning, light fittings and other plant machinery toilets and Common Areas and conveniences on the Land.

Building Act means the *Building Act* 2016 (Tas.).

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Building Regulations means the *Building Regulations* 2016 (Tas.).

Building Rules means the rules in **Schedule 5** as amended under this Lease.

Business Day means a day on which banks are open for general banking business in Hobart other than a Saturday, Sunday or public holiday.

Code means the *Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998* (Tas.).

Commencement Date means the date specified in **Item 8**.

Common Areas means the areas of the Land or the Building, during the period that they are not let or licensed to other persons, which are designated or are permitted by the Landlord for common use by the Tenant and other persons authorised by the Landlord including:

- (a) those areas identified in **Item 5** (if any); and
- (b) the areas identified by the Landlord as providing access and egress to and from the Premises.

Consumer Price Index means the Consumer Price Index (All Groups Hobart) published by the Australian Bureau of Statistics. It includes any index which is officially substituted for the Consumer Price Index (All Groups Hobart).

CPI Adjustment Date means each of the dates specified in **Item 12**.

CPI Current Index means in respect of a CPI Adjustment Date, the Consumer Price Index number last published immediately before that CPI Adjustment Date.

CPI Previous Index means in respect of a CPI Adjustment Date, the Consumer Price Index number last published immediately before the previous CPI Adjustment Date. In respect of the first CPI Adjustment Date, the CPI Previous Index is the Consumer Price Index number last published before the Commencement Date.

Default Event means any of the events specified in clause 14.2.

Disclosure Statement means a disclosure statement given by the Landlord to the Tenant in accordance with the Code.

Essential Building Service means any feature or measure prescribed as such by the Building Act and the Building Regulations and/or the Schedule of Maintenance.

Fixed Rent Adjustment Date means each of the dates specified in **Item 11**.

Fixed Rent Percentage means the percentage(s) specified in **Item 11**.

Government Body has the same meaning as Authority.

Insolvency Event means the happening of any of the following events in relation to a party:

- (a) the party is unable to pay all the party's debts as and when they become due and payable or the party has failed to comply with a statutory demand as provided in section 459F of the *Corporations Act* 2001 (Cth) or the party is deemed to be unable to pay the party's debts under section 585 of the *Corporations Act* 2001 (Cth);

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- (b) a meeting is convened to place the party in voluntary liquidation or to appoint an administrator;
- (c) an application is made to a court for the party to be wound up;
- (d) the appointment of a controller (as defined in the *Corporations Act 2001* (Cth)) over any of the party's assets;
- (e) the party proposes to enter into or enters into any form of arrangement (formal or informal) with the party's creditors or any of them, including a deed of company arrangement; or
- (f) the party becomes an insolvent under administration, as defined in the *Corporations Act 2001* (Cth).

Item means an item in **Schedule 1** (Lease Details).

Land means the land described in **Item 5**.

Landlord means the party described as such in the Lease Details and includes the Landlord's successors and an assignee of the reversion and, where the context permits, any person authorised by the Landlord to do any act on the Landlord's behalf for the purposes of this Lease and includes a reference to the Landlord.

Landlord's Property means all the plant and equipment (including Air-conditioning Plant), fixtures, fittings, furniture and furnishings including curtains, blinds and lights in or fixed to the Premises that are not the Tenant's Property, including but not limited to the items referred to in **Item 5**.

Law means any law (including principles of law or equity established by decision of courts) that apply in Tasmania, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Lease means this lease, including the schedules, as it may be varied from time to time;

Loss and **loss** includes claim, liability, damage, cost or expense.

Market Review Dates means those dates specified in **Item 13**.

Occupancy Permit means an occupancy permit required by section 216 of the Building Act.

Option Notice Period means the period so specified in **Item 7**.

Outgoings means, in respect of an Outgoings Period, all amounts paid or payable by the Landlord in connection with the Premises or the Building or Land which includes the Premises (whether such amounts are incurred by engaging independent contractors or are incurred by employing or engaging personnel employed by the Landlord or any of its related companies) including:

- (a) Statutory Outgoings;
- (b) strata and/or body corporate fees, charges and levies;
- (c) reasonable management, administration, control and security costs (including any fees payable to the Landlord's Property Manager or agent) and the costs of car

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parking attendants and traffic supervisors in connection with the Premises and/or the Building;

- (d) repairs and maintenance (including preventative maintenance);
- (e) minor repairs to, testing, maintenance and/or servicing of the Landlord's Property;
- (f) operating and/or providing any Services including any amounts incurred, paid or payable for Services (but excluding amounts properly payable by any Tenant under another provision of this Lease);
- (g) insurance (including public liability insurance);
- (h) all costs of maintaining, servicing and repairing the lift;
- (i) pest control; and
- (j) all costs of gardening, landscaping and providing and maintaining decorative features in Common Areas.

Outgoings do not include any outgoings excluded by clause 18(2) of the Code. Nothing in the definition of Outgoings limits the generality of any other part of that definition.

Outgoings Period means each of the following periods:

- (a) the period from the Commencement Date and ending on 30 June next occurring;
- (b) each period of 12 months during the Lease Term ending on 30 June;
- (c) if the Lease Term ends on a date which is not 30 June - the period (if any) from 1 July (last occurring before the end of the Lease Term) and the date on which the Lease Term ends.

Payment Dates means those dates specified in **Item 9**.

Permitted Use means the use stated in **Item 14**.

Premises means the premises described in **Item 5**.

Redecoration Periods means the periods specified in **Item 16**.

Rent means the rent stated in **Item 9** and includes the rent as it may be varied under this Lease.

Rent Commencement Date means the date specified in **Item 9**.

Schedule of Maintenance means the Schedule of Maintenance required by section 206 of the Building Act.

Security Deposit means the sum specified in **Item 10** to be paid by the Tenant in accordance with clause 4.2.

Security Interest means:

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-
- (a) any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power as or in effect as security for the payment of a monetary obligation or compliance with any other obligation; or
 - (b) any taxation notice, profit a prendre, easement, restrictive covenant, equity, interest, garnishee order, writ of execution, lease, licence to use or occupy, assignment of income or monetary claim, and any agreement to create any of them or allow them to exist.

Services means services running through or servicing the Premises, the Building or the Land (whether or not they serve any other premises) including roads and driveways, air conditioning equipment, power, water, sewerage, gas, oil, pumps, telecommunications, fire-sprinkler system and fire protection equipment.

Special Conditions means the special conditions specified in **Schedule 2**.

Specified Rate means the rate of interest expressed as a percentage rate per annum which is from time to time four (4) per cent per annum in excess of the interest rate set by a bank nominated in writing by the Landlord from time to time as a reference or base rate for the calculation of interest on overdraft accommodation of \$100,000.00 as certified by an officer of such bank. A bank nominated by the Landlord must be a bank lawfully permitted to carry on the business of banking in Australia or part of Australia.

Statutory Outgoings means rates, land taxes, water and sewerage levies and charges and other charges imposed by an Authority in relation to the Premises, the Building or property which includes the Premises.

Tenant means the party described as such in this Lease and includes:

- (a) when an individual, the Tenant's legal personal representatives;
- (b) when several individuals, the Tenants jointly and their respective legal personal representatives;
- (c) the Tenant's assigns;
- (d) when a company or corporation, its successors and assigns;
- (e) any other person claiming through or under the Tenant; and
- (f) a reference to the Tenant (or the tenant).

Tenant's Associates means each of the Tenant's employees, agents, contractors, service suppliers, licensees, customers and other visitors and any other person who at any time is on the Premises or in the Building or on the Land with the Tenant's consent (express or implied).

Tenant's Business means the business carried on by the Tenant on the Premises.

Tenant's Property means any plant or equipment, fixtures, fittings, furniture and furnishings or other property which the Tenant brings on the Premises or fixes to the Premises.

Tenant's Proportion means an amount equal to a percentage of the Outgoings which percentage is calculated by the proportion that the gross lettable area of the Premises bears to the gross lettable area of the Building. The initial percentage is specified in **Item 18**.

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Term means the term stated in **Item 6** and includes where the context permits, any period of holding over and any additional term of a new lease derived from an option in this Lease.

Trading Hours means the trading hours for operation of the Tenant's Business specified in **Item 17**.

Transaction Document means this Lease, any guarantee or guarantee and indemnity given in connection with this Lease, any consent given by the Landlord under this Lease, including any planning or building approval, any assignment of this Lease, any sublease, any instrument which the Tenant acknowledges to be a Transaction Document and any other instrument contemplated by any of them.

Valuer means a member of API who has been actively engaged in Tasmania for not less than three years in valuing retail premises.

1.2 Rules for interpreting this Agreement

In this Agreement, unless the contrary intention appears:

- (a) one gender includes the others;
- (b) the singular number include the plural and vice versa;
- (c) a reference to a person includes a corporation, unincorporated body or authority;
- (d) clause headings are inserted for convenience only and will be ignored in the interpretation of this Agreement;
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) the Schedule to this Agreement forms part of this Agreement;
- (g) the annexures to this Agreement form part of this Agreement; and
- (h) a party includes its successors, assigns, executors and administrators.

2 The Retail Tenancies Code

2.1 Application of the Code

- (a) The Code and the Disclosure Statement form part of this Lease.
- (b) Except where otherwise provided in the Code, where there is an inconsistency between any provision in the Code and this Lease, the provision of the Code will prevail, to the extent of the inconsistency.
- (c) If the Term specified in **Item 6** is less than five (5) years, the Tenant must on the signing of this Lease, provide the Landlord with the Certificate by Legal Advisor in the form set out in **Schedule 3**.

2.2 Receipt of documents, information and materials

The Tenant acknowledges and warrants that:

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- (a) the Tenant received from the Landlord all documents, information and materials required by the Code, on time and fully in accordance with the requirements of the Code; and
- (b) the Landlord and the Tenant reached all agreements required by the Code before this Lease was entered into.

3 Lease

3.1 Grant of Lease

Subject to the reservations and the other provisions contained in this Lease, the Landlord grants to the Tenant for the Term:

- (a) exclusive possession of the Premises (excluding the Landlord's Property);
- (b) use and enjoyment of the Landlord's Property; and
- (c) the entitlement to use the Common Areas together with other persons authorised by the Landlord, subject to such other restrictions, rules and conditions as the Landlord might impose from time-to-time.

3.2 Holding Over

If the Tenant, with the Landlord's consent, continues to occupy the Premises after the expiration of the Term, the Tenant is a monthly tenant of the Premises and:

- (a) the monthly tenancy may be terminated by either party giving to the other at least one month's notice which may expire on any day;
- (b) the monthly rent is the same as that payable immediately preceding the end of the Term; and
- (c) all the other provisions of this Lease apply to the monthly tenancy except any option to extend this Lease.

4 Payment Obligations

4.1 Payment requirements

- (a) *Payments to be made free of deductions*

The Tenant must make payments under this Lease to the Landlord without set-off, counterclaim, withholding or deduction (except to the extent permitted by this Lease). If because of any mandatory law the Tenant must withhold any amount from a payment and pay the amount withheld to a Government Body, the Tenant must provide evidence to the Landlord of the payment to the Government Body as soon as practicable

- (b) *Place for payment of moneys payable by the Tenant*

The Tenant must pay moneys due to the Landlord at a place reasonably determined by the Landlord or direct to a bank account in Australia nominated by the Landlord.

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(c) Interest

The Tenant must pay interest at the Specified Rate to the Landlord on any money payable by the Tenant to the Landlord which is not paid within 7 days of the due date for payment of that money from the due date for payment until payment of that money. Interest payable under this clause accrues on a daily basis and is payable monthly in arrears and on the date that the payment is made in respect of which interest is payable. If the Tenant's obligation to pay any moneys to the Landlord is merged in a judgment, the Tenant must pay interest on those moneys from the date of judgment until payment at the rate of interest applicable to those moneys immediately before judgment.

(d) Clause not exhaustive

This Clause 4 is not exhaustive in dealing with all of the Tenant's obligations to pay money under this Lease.

4.2 Security Deposit*(a) Provision of Security*

On signing this Lease, the Tenant must provide security (referred to in this clause as the Security Deposit) to the Landlord against a breach of this Lease by:

- (i) depositing with the Landlord the amount stated in **Item 10**; or
- (ii) providing to the Landlord an unconditional and irrevocable bank guarantee or banker's order issued by an Australian bank in favour of the Landlord and in a form reasonably required by the Landlord for the amount stated in **Item 10**.

(b) Security Deposit to placed on interest bearing deposit

If the Security Deposit is a deposit of money, the Landlord must place the Security Deposit in an interest bearing account in trust for the Tenant and advise the Tenant in writing of the terms and conditions of the deposit. Any interest earned on the Security Deposit (after deducting any withholding tax) becomes part of the Security Deposit.

(c) Application of the Security Deposit

- (i) If the Tenant fails to pay any moneys payable by the Tenant when due or if the Landlord suffers any loss or damage because of any breach of this Lease by the Tenant, the Landlord may draw against the Security Deposit and apply the amounts drawn towards payment of the moneys due or the loss or damage.
- (ii) In exercising its rights under clause 4.2(c)(i) the Landlord does not waive any breach of this Lease by the Tenant or any right of the Landlord arising from that breach but the Landlord may not recover by way of damages in respect of that breach any amount drawn by the Landlord on the Security Deposit in or towards satisfying that breach.
- (iii) If the Security Deposit is a deposit of money, within 30 days after the date that the Term ends or the Tenant vacates the Premises (whichever is the

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later), the Landlord must pay the Security Deposit (or the balance) to the Tenant.

- (iv) If the Security Deposit is a bank guarantee, within 30 days after the date that the Term ends or the Tenant vacates the Premises (whichever is the later), the Landlord must consent to the bank guarantee being cancelled.

(d) *Tenant's obligation to reinstate Security Deposit after drawing*

If the Landlord draws against the Security Deposit, it may notify the Tenant that it has done so. Within 14 days of that notification the Tenant must, if requested in writing by the Landlord, reinstate the Security Deposit by paying to the Landlord the amount drawn or by providing to the Landlord with a new bank guarantee for the amount drawn.

(e) *Application of the Security Deposit by Landlord*

If the Landlord assigns or transfers its interest in the Premises, it may pay or transfer to the assignee or transferee the benefit of the Security Deposit. After doing so and notifying the Tenant of the assignment, the Landlord (named in this Lease) will be discharged from all liability to the Tenant or any other person with respect to the Security Deposit.

4.3 Rent

- (a) The Tenant is to pay the Rent to the Landlord in the manner referred to in **Item 9** in advance without demand by the Landlord and free of any deduction or setoff, to or as directed by the Landlord, which may be altered by the Landlord by written notice served on the Tenant.
- (b) The first payment is due on the Rent Commencement Date and subsequent payments are due on the Payment Dates during the Term. When Rent is payable for only part of a month, it is to be calculated as 1/365th of the Rent multiplied by the number of days in that part of the month.
- (c) The Rent is payable by cash or cheque, or if required by the Landlord by banker's order on the Tenant's bank, or by depositing or transferring the payments into an account as directed by the Landlord from time to time.

4.4 Outgoings

(a) *Services charges*

- (i) The Tenant must pay all charges for Services which are imposed in respect of the Premises either to the supplier before those charges become overdue or to the Landlord within 14 days after the Landlord requests payment.
- (ii) If any charges for Services are not separately metered or assessed or imposed solely in respect of the Premises, then a proportion of the Services, being the proportion that the lettable area of the Premises bears to the lettable area of the property the subject of the assessment or imposition, is to be paid by the Tenant to the Landlord within 14 days after the Landlord requests payment.

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- (iii) The Tenant must, to the greatest extent possible, ensure that all accounts for the provision of Services to the Premises are in the name of the Tenant and not the Landlord.

(b) *Tenant's obligation to pay Outgoings*

- (i) This clause 4.4(b) applies if **Item 18** states that this clause applies.
- (ii) The Tenant must pay to the Landlord for each Outgoings Period the Tenant's Proportion of the Outgoings for that Outgoings Period.
- (iii) The Landlord may give to the Tenant the Landlord's reasonable estimate of the Outgoings for an Outgoings Period. The Landlord may from time to time revise that estimate. If the Landlord gives to the Tenant an estimate in accordance with this clause, the Tenant must pay to the Landlord the estimated Outgoings for that Outgoings Period to which the estimate relates by equal monthly instalments in advance on the days fixed for payment of Rent.
- (iv) If the amounts paid by the Tenant to the Landlord under clause 4.4(b)(iii) for an Outgoings Period exceed the Tenant's Proportion of the Outgoings for that Outgoings Period, the Landlord must pay that excess to the Tenant within 30 days of the excess amount being determined by the Landlord.
- (v) If the amounts paid by the Tenant under clause 4.4(b)(iii) for an Outgoings Period are less than the Tenant's Proportion of the Outgoings for that Outgoings Period, the Tenant must pay the difference between the Tenant's Proportion and the amount paid under clause 4.4(b)(iii) within 30 days of the deficiency being determined by the Landlord.

4.5 Lease Costs and expenses

- (a) The Landlord and the Tenant will each bear their own costs, charges and expenses incurred in relation to the preparation, negotiation and execution of this Lease, subject to clauses 4.5(b) and 4.5(c).
- (b) The Landlord may require the Tenant to reimburse the Landlord for any costs, charges and expenses incurred by the Landlord with respect to any alteration or amendments made to the Lease which were requested by the Tenant.
- (c) The Tenant will pay on execution of the Lease the costs, charges and expenses of registration and stamp duty of the Lease (if relevant).
- (d) The Tenant must pay or reimburse the Landlord on demand for:
 - (i) all the Landlord's costs and expenses in relation to:
 - (A) the exercise or enforcement including the attempted enforcement by the Landlord of any right under this Lease or the termination of this Lease for the Tenant's breach or default;
 - (B) obtaining or giving any consent or approval under this Lease or a variation or surrender of this Lease; and

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- (C) any act or omission by the Tenant causing cost or expense to the Landlord; and
- (ii) in connection with any matter referred to in clause 4.5(d)(i):
 - (A) the Landlord's costs and expenses of engaging any consultant or agent;
 - (B) the Landlord's legal costs and expenses on a full indemnity basis.

4.6 Goods and Services Tax

(a) *Interpretation*

Words or expressions used in this clause 4.6 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 4.6.

(b) *Consideration is GST exclusive*

Any consideration to be paid or provided for a supply made under or in connection with this Lease, unless specifically described in this Lease as 'GST inclusive', does not include an amount on account of GST.

(c) *Gross up consideration*

Despite any other provision in this Lease, if a party (Supplier) makes a supply under or in connection with this Lease on which GST is payable (not being a supply the consideration for which is specifically described in this Lease as 'GST inclusive'):

- (i) the consideration payable or to be provided for that supply under this Lease but for the application of this clause 4.6 is increased by, and the recipient of the supply (Recipient) must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST (GST Amount); and
- (ii) subject to clause 4.6(d), the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

(d) *Reimbursements (net down)*

If a payment to a party under this Lease is a reimbursement or indemnification or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense.

(e) *Tax invoices*

The Recipient need not pay the GST Amount in respect of a taxable supply made under or in connection with this Lease until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

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5 Adjustment of the Rent**5.1 CPI adjustment of the Rent**

The Rent payable from and including a CPI Adjustment Date is the Rent payable immediately before that CPI Adjustment Date multiplied by the CPI Current Index and divided by the CPI Previous Index.

5.2 Adjustment of the Rent by a fixed percentage

The Rent payable from and including a Fixed Rent Adjustment Date is the Rent payable immediately before that Fixed Rent Adjustment Date increased by the relevant Fixed Rent Percentage.

5.3 Market value adjustment of the Rent

- (a) The Rent payable from and including each Market Review Date is the market value rent for the Premises as at the Market Review Date.
- (b) The market value rent for the Premises as at the relevant Market Review Date is to be determined in accordance with the Code.
- (c) If the right to adjust the Rent in respect of a relevant Market Review Date is lost pursuant to clauses 13(5) or 14(3) of the Code, the Tenant must continue to pay (until the earlier of the next Fixed Rent Adjustment Date or CPI Adjustment Date or Market Review Date or the expiry or termination of the Lease Term) the Rent payable immediately before the relevant Market Review Date in respect of which the right to adjust has been lost.
- (d) The Landlord and the Tenant agree that any decision of a valuer appointed by the Director of Consumer Affairs under clause 21 of the Code is binding.

6 Common areas**6.1 Use of Common Areas**

- (a) The Tenant and the Tenant's Associates may use the Common Areas subject to the restrictions imposed by this Lease and any other restrictions, rules and conditions imposed by the Landlord from time-to-time and any laws and any notices or requirements of any relevant authority.
- (b) The Tenant responsibilities and obligations in relation to use of the Common Areas is to be observed by the Tenant to the same level of care and responsibility as though the Common Areas formed part of the Premises.

6.2 Landlord's control

- (a) The Landlord has control over the Common Areas.
- (b) In respect of the Common Areas the Landlord may:
 - (i) restrict or prohibit access to or by particular Tenants, persons or classes of persons;

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- (ii) restrict or prohibit access during certain hours or days;
 - (iii) close them temporarily for as long as the Landlord reasonably considers necessary for the purpose of maintenance,
- provided always that the Landlord will not unreasonably interfere with the Tenant's access to the Premises.

6.3 Obstruction of Common Areas

The Tenant must not obstruct and must do everything reasonably necessary to prevent the Tenant's Associates from obstructing the entrances, exits, driveways and any other parts of the Common Areas.

6.4 Other leases or licences

The Landlord may give a lease or a licence to a person on any terms of any part of the Common Areas without being liable to the Tenant in any way and without affecting the Tenant's obligations under this Lease PROVIDED ALWAYS that the Landlord will not unreasonably interfere with the Tenant's access to the Premises.

6.5 Revocation of licence to enter

The Landlord may, in the name of and as agent for the Tenant, revoke the licence to enter on the Landlord's Land of any of the Tenant's Associates who do not comply with the provisions of this Lease.

7 Use of the Premises

7.1 Permitted use

- (a) The Tenant must not use, or permit the use of, the Premises for any purpose other than the Permitted Use.
- (b) The Permitted Use is not exclusive to the Tenant. The Landlord may lease other premises for the same use or a use similar to the Permitted Use.

7.2 Compliance with Laws

The Tenant must comply with all requirements of any Authority and all Laws in connection with the Premises and the Tenant's Property and the Tenant's Business including obtaining and keeping current any approvals that may be required to operate the Tenant's Business (but the Tenant need not carry out work of a structural nature except as provided in clause 8.3 or otherwise in this Lease).

7.3 Compliance with Building Rules

- (a) The Tenant must comply with the Building Rules at all times.
- (b) If any Building Rule is inconsistent with the rights granted to the Tenant under this lease, the Building Rule must be read down to the extent of the inconsistency.

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7.4 Essential Building Services

- (a) The Landlord must, in accordance with and to the standard required by the Building Act and the Building Regulations:
 - (i) comply with the Occupancy Permit and Schedule of Maintenance for the Premises;
 - (ii) maintain any Essential Building Service identified as applicable to the Premises by the Schedule of Maintenance;
 - (iii) keep all records of the maintenance of the Essential Building Services and compliance with the Occupancy Permit and Schedule of Maintenance which relates to the Premises;
 - (iv) comply with section 73 of the Building Regulations.
- (b) The Tenant must:
 - (i) provide such assistance to the Landlord as is reasonable to facilitate the inspection and testing of an Essential Building Service (if required) and compliance with the Occupancy Permit and Schedule of Maintenance;
 - (ii) unless otherwise advised by the Landlord, display the Occupancy Permit in compliance with the Building Regulations.

7.5 No Overloading of electrical circuits and floors

- (a) The Tenant must not install any electrical equipment in the Premises that overloads the electrical services to the Premises. If the Landlord, at the request of the Tenant, upgrades the electrical services to accommodate the equipment which the Tenant desires to install the Tenant must pay to the Landlord upon demand the entire cost to the Landlord of the alterations (including consultants' fees). The Landlord may require the Tenant to deposit with the Landlord the estimated costs of the alterations before any of the alterations are commenced.
- (b) The Tenant must observe the maximum floor loading weights for which the Premises were designed as notified by the Landlord to the Tenant in writing. The Tenant must not install any safes or other heavy equipment except in such positions and subject to such conditions as the Landlord may consent in writing.

7.6 Care of facilities

The Tenant must not:

- (a) use, or allow to be used, the facilities and services of the Premises for any purpose other than those purposes for which they were constructed or installed; and/or
- (b) place or permit to be placed in any basins, sinks or toilets of the Premises any substances which they are not designed to receive.

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7.7 Signage

- (a) The Tenant must not paint, erect, affix or place or permit to be painted, erected, affixed or placed any signs, notices or advertisements to any part of the exterior to the Premises without the prior written consent of the Landlord.
- (b) The Tenant must not display any sign relating to the end of this Lease or the closing down of the Tenant's Business or which in the reasonable opinion of the Landlord is offensive or defamatory.
- (c) The Tenant acknowledges that it is its responsibility to obtain all Authorisations for the erection of any sign.

7.8 Cleaning, rubbish & waste disposal

- (a) The Tenant must keep the Premises in a reasonable state of cleanliness.
- (b) The Tenant must not accumulate useless property or rubbish within the Premises.
- (c) The Tenant must:
 - (i) pending disposal, store all garbage, rubbish and refuse in tightly secured containers within the Premises and attend to its expeditious disposal;
 - (ii) dispose of all cleaning water and used cleaning agents and detergents through the drains and waste outlets located within the Premises or through such other drains as may be directed from time to time by the Landlord; and
 - (iii) not burn any garbage, refuse or rubbish on the Premises.
- (d) The Tenant must at its cost and expense keep the Premises free and clear of rodents, pests and other vermin.

7.9 Tenant not to keep animals on the Premises

Except as authorised by the Permitted Use, the Tenant must not keep any animal, including any bird, fish or reptile, on the Premises or permit any person to bring an animal, bird, fish or reptile on the Premises. This clause does not apply to any animal helping a disabled person.

7.10 Inflammable substances

The Tenant must not bring upon or store in the Premises (unless required in the normal course of conducting any business in the Premises) any explosive, inflammable or corrosive fluids or chemicals unless with the prior written consent of the Landlord which may be withheld in the Landlord's absolute discretion and which may be granted on conditions which may include requiring the Tenant to effect and maintain adequate insurances to protect the Premises from any damage.

7.11 Security

- (a) The Tenant must secure the Premises when they are unoccupied.
- (b) If the Landlord issues the Tenant with Access Devices then:
 - (i) the Tenant must keep the Access Devices secure at all times and must not permit the Access Devices to come into the possession of any other person;

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- (ii) the Tenant must neither duplicate any Access Devices nor permit anyone other than the Tenant to have use of the Access Devices; and
- (iii) the Tenant must keep a record of any Access Devices issued to any other persons and provide the record to the Landlord if requested.
- (c) The Tenant must give the Landlord a copy of each key to the Premises. The Tenant may not change the locks to the Premises without the written consent of the Landlord

7.12 No damage, annoying, injurious or other conduct

The Tenant must not:

- (a) carry on or permit to be carried on in the Premises any annoying, noxious, offensive or illegal business, occupation or practice; or
- (b) do or permit to be done any act or thing or use which through noise, odours, vibration or otherwise shall or may be or grow to the annoyance, nuisance, grievance damage or disturbance of any of the occupiers of neighbouring premises or to the Landlord; or
- (c) cut, make holes in, mark, deface, drill or damage any of the floors, walls, ceilings or other parts of the Premises without the prior written consent in writing of the Landlord; or
- (d) use any medium (including loudspeakers, video equipment, sound reproduction equipment, television or radio equipment) which may be seen, heard or experienced outside the Premises; or
- (e) place any cabling, plumbing, shades, canopies, awnings, window boxes, amplifiers or other devices or things on the exterior of the Premises; or
- (f) use any form of light, power or heat other than electric current or gas supplied by the relevant public authority or utility through the distribution systems installed in the Premises; or
- (g) modify or interfere with the drainage or water supply facilities serving the Premises or any equipment connected to those facilities.

7.13 Authorisations

The Tenant must maintain (and provide copies to the Landlord) of each Authorisation which is required in connection with:

- (a) the use of the Premises by the Tenant;
- (b) the use of any plant or equipment installed in the Premises by the Tenant; and
- (c) the business conducted on the Premises by the Tenant.

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7.14 Landlord's right to enter the Premises

The Tenant must allow the Landlord or any person or persons authorised by it to enter on the Premises at all reasonable times and after reasonable notice in writing for the purposes of finding out whether the Tenant is complying with its obligations under this Lease.

7.15 Trading requirements

- (a) The Tenant must operate the Tenant's Business within the Trading Hours.
- (b) The Tenant has the right to ask the Landlord to review and/or change the Trading Hours by written notice at any time during the Term or any renewal of the Term, and any review or change to the Trading Hours is in the absolute discretion of the Landlord.
- (c) Any change to the Trading Hours pursuant clause 7.15(b) must be by written agreement between the Tenant and Landlord.

7.16 Environmental issues

The parties acknowledge and agree that:

- (a) the Tenant must not use, permit or allow the Premises to be used in a manner contrary to any Laws, policies or directions issued by any Authority having jurisdiction or control over the Premises and/or the Permitted Use, relating to environment protection, the Premises and its surroundings; and
- (b) the Tenant shall not be responsible for contamination found on the Premises which is proven by the Tenant to have arisen prior to the Tenant's occupation of the Premises.

7.17 Other obligations

- (a) The Tenant must:
 - (i) carry on the Tenant's Business in a proper manner;
 - (ii) allow persons having an interest in the Premises superior to or concurrent with the Landlord's interest to exercise the Landlord's or that other person's rights and perform their obligations in connection with the Premises;
 - (iii) immediately deliver to the Landlord a copy of every notice received by the Tenant relating to the Premises; and
 - (iv) not remove any of the Landlord's Property from the Premises.
- (b) In connection with the Premises, the Tenant must not and must not permit anyone else to:
 - (i) do anything which is offensive or a nuisance;
 - (ii) interfere with or obstruct access or to overload the Services;
 - (iii) use the Premises as a residence;

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- (iv) vacate the Premises, except as required by this Lease or abandon the Premises;
- (v) create in favour of any person a Security Interest in the Premises, the Landlord's Property or in respect of this Lease, except with the prior written consent of the Landlord; or
- (vi) lodge a caveat in relation to the Tenant's interest under this Lease.

7.18 Air-conditioning Plant

If any Air-conditioning Plant is installed in or serves the Premises, the Tenant must:

- (a) not install or do anything in the Premises that will interfere with or impair the proper use and operation of the Air-conditioning Plant;
- (b) operate and maintain the Air-conditioning Plant (to the extent of the Tenant's control) as the Landlord reasonably determines in order to ensure a reasonably uniform standard of air-conditioning throughout the Building;
- (c) not, subject to clause 7.18(b), interfere with, adjust or tamper with the Air-conditioning Plant or its controls in any way; and
- (d) comply with the Landlord's reasonable requirements regarding the Air-conditioning Plant.

7.19 Air-conditioning Plant exclusively for Premises

If any Air-conditioning Plant exclusively serves the Premises:

- (a) the Tenant must, irrespective of who owns the Air-conditioning Plant:
 - (i) comply with all laws and all reasonable requirements of the Landlord regarding the installation, removal, maintenance, repair, operation and testing of the Air-conditioning Plant;
 - (ii) if required by the Landlord and without limiting clause 7.19(a)(i), enter into service and maintenance contracts with a contractor or contractors; and
 - (iii) provide to the Landlord any evidence reasonably required by the Landlord that shows that the Tenant has satisfied all relevant laws and the Landlord's reasonable requirements; and
- (b) despite clause 7.19(a) the Landlord may elect to enter into service and maintenance contracts regarding the installation, removal, maintenance, repair, operation and testing of the Air-conditioning Plant at the Tenant's cost, and if the Landlord makes this election, the Tenant must pay to the Landlord on demand any amounts payable under the service and maintenance contracts.

8 Maintenance & Alterations**8.1 Maintenance and repair**

The Tenant must:

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- (a) keep the Premises in good and tenantable repair;
 - (b) maintain and keep the Tenant's Property and the Landlord's Property in good and tenantable repair and working condition and, where items of the Landlord's Property are worn out or not able to be reasonably used for their intended purpose, to replace items of the Landlord's Property with items of the same or similar standard and quality (with ownership of that property vesting in the Landlord);
 - (c) promptly repair any damage to the Premises or the Landlord's Property caused or contributed to by the Tenant or the Tenant's Associates;
 - (d) maintain any drains, pipes and other conduits on the Premises in a clean and free flowing condition;
 - (e) without limiting clauses 8.1(b), 8.1(c) or 8.1(d):
 - (i) promptly replace damaged glass in the Premises, including plate glass and exterior windows, with glass of the same or similar quality to that in place on the Commencement Date;
 - (ii) carry out regular maintenance of plant or equipment (including air conditioning) which is Landlord's Property in the Premises and, if requested by the Landlord, enter into an appropriate service agreement with a service organisation; and
 - (iii) the Tenant must immediately advise the Landlord of any blockages which may occur in any waste pipes and drains originating within the Premises. The Tenant must at its cost employ a licensed tradesman to clear any such blockage; and
 - (f) comply with any directions of the Landlord from time to time in respect of the disposal of refuse.

8.2 Limitations on Tenant's obligation to repair

Despite Clause 8.1, the Tenant is not responsible for:

- (a) reasonable wear and tear to the Premises provided that the Tenant has taken all reasonable measures and precautions to ensure that any damage which has been done or occasioned by reasonable wear and tear will not give rise to or cause or contribute to any substantial injury to the Premises; and/or
- (b) damage resulting from fire storm or tempest to the Premises, which are beyond the Tenant's responsibility or control, unless any insurance moneys on the Premises or the building of which the Premises form part or any or any property situated in the Premises are irrecoverable by the Landlord in consequence of some act or default of the Tenant or the Tenant's Associates.

8.3 Structural work

The Tenant must carry out (subject to clause 8.6 and in accordance with clause 8.8) all work to the Premises of a structural nature made necessary by:

- (a) damage of the kind referred to in clause 8.1(c);
- (b) the nature of the Tenant's Business or to use the Premises for the Permitted Use; or

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- (c) use of the Premises by the Tenant or any of the Tenant's Associates.

8.4 Notice of damage

The Tenant must inform the Landlord of any damage to the Premises or the defective operation of any of the Services immediately after the Tenant becomes aware of it.

8.5 Redecoration

The Tenant must redecorate the Premises to the reasonable satisfaction of the Landlord at least once in each of the Redecoration Periods. The redecoration of the Premises includes repainting the internal surfaces of the Premises to a colour and standard approved by the Landlord and replacing curtains, blinds and other furnishings which are worn or damaged. If the Tenant exercises any option in this Lease to take a new lease, for the purpose of calculating Redecoration Periods, the initial Term and any additional terms are to be treated as one continuous Term.

8.6 No unauthorised alterations to the Premises

- (a) The Tenant may not make any alteration, addition or improvement to the Premises without first obtaining the written consent of the Landlord.
- (b) If the Landlord consents to the doing of any Tenant's works, the Landlord may at the time of giving its consent impose conditions in relation to those works and/or the doing of those works (including requiring the Tenant to obtain insurance).

8.7 No damage to the Premises

The Tenant must not cause damage to the Premises or allow them to be damaged.

8.8 Tenant's works

In carrying out its obligations under this clause 8, the Tenant must:

- (a) comply with the requirements of any Authority and all Laws and standards;
- (b) before carrying out any building work, obtain the Landlord's written approval to the plans and specifications for the work;
- (c) carry out the building work in a safe and proper manner and by contractors who:
 - (i) are approved by the Landlord;
 - (ii) are suitably qualified, competent and experienced in carrying out works in the nature of the proposed works;
 - (iii) comply with any experience or competency criteria specified by the Landlord (acting reasonably); and
 - (iv) have a current public liability insurance policy for at least \$20 million (or such other amount as the Landlord considers necessary from time to time);
- (d) observe any conditions imposed by the Landlord in relation to those works and/or the doing of those works; and

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- (e) pay the following amounts to the Landlord on demand:
- (i) all reasonable costs incurred by the Landlord in having plans and/or specifications for any Tenant's works checked by the Landlord's architect, engineer or other appropriate consultant; and
 - (ii) all reasonable costs incurred by the Landlord in having the execution of any Tenant's Works supervised and/or inspected by the Landlord's architect, engineer or other appropriate consultant.

8.9 Plant and Equipment

Notwithstanding any clause to the contrary in this Agreement, the Tenant must not bring any plant, equipment, fixtures, fittings, furniture, furnishings, stock or other property on the Premises unless the Tenant first:

- (a) obtains a comprehensive insurance policy (noting the Landlord as an interested party) covering those items to the full replacement value against loss or damage by fire, explosion, lightning, flood, storm, tempest, water, aircraft (including articles dropped therefrom), vehicles, riot, civil commotion and malicious damage and other risks usually covered under a comprehensive insurance policy for fire and related risks and for a reasonable amount against loss or damage by sprinkler leakage and burglary; and
- (b) provides a copy of that insurance policy to the Landlord.

9 Insurance

9.1 Tenant's insurance obligations

The Tenant must:

- (a) effect and maintain throughout the Term with an insurer approved by the Landlord in the name of the Tenant and with the interest of the Landlord and, if required by the Landlord, any mortgagee of the Landlord, noted for their respective rights and interests:
 - (i) public risk insurance of at least the minimum cover set out in **Item 15** in respect of any single event or accident, including fire, flood and explosion with respect to the Premises and the business carried on at the Premises and the goods or services supplied from the Premises. The policy of public risk insurance must cover death of or injury to any person and damage to the property of any person (including liability of the Tenant to the Landlord and any employee, agent or contractor of the Landlord) while such person is using, upon, entering or leaving the Premises or is in or near any door window or shop front of the Premises and be extended to include claims, risks and events covered under indemnities provided by the Tenant to the Landlord under this Lease;
 - (ii) plate glass insurance for the full replacement value, through breakage or damage from any cause:
 - (A) of all plate and other glass in windows, doors, shop front, display cases and other fixed glass in the Premises; and

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- (B) of any doors, windows or other frames containing the glass,
within or forming part of the Premises;
 - (iii) a comprehensive insurance policy covering all structural additions and improvements made by the Tenant, all of the Tenant's fixtures, fittings, plant, equipment and stock in trade and all other goods and money of the Tenant and fixtures, fittings, plant, equipment and stock in trade and all other goods and money stored in or upon the Premises to the full replacement value against loss or damage by fire, explosion, lightning, flood, storm, tempest, water, aircraft (including articles dropped therefrom), vehicles, riot, civil commotion and malicious damage and other risks usually covered under a comprehensive insurance policy for fire and related risks and for a reasonable amount against loss or damage by sprinkler leakage and burglary;
 - (iv) insurance against interruption to the Tenant's Business; and
 - (v) workers' compensation insurance;
 - (b) in respect of those insurances:
 - (i) provide certificates of currency of insurance effected in accordance with this clause to the Landlord upon request;
 - (ii) provide evidence of renewal of the insurance and payment by the Tenant of the insurance premium where a renewal occurs during the Term or any holding over period; and
 - (iii) pay each premium at least 3 days before the due date and, when requested by the Landlord, produce receipts for the payments; and
 - (c) notify the Landlord immediately of:
 - (i) the Tenant's intention to cancel, replace or alter any insurance effected by the Tenant in accordance with this clause 9.1;
 - (ii) any notice or correspondence received by the Tenant from an insurer indicating its intention to cancel or materially alter any of those insurances;
 - (iii) the occurrence of any fact or event which:
 - (A) may give rise to a claim against the Landlord or the Tenant, which may be covered by any one of those insurances;
 - (B) may prejudice the entitlement to claim under any of those insurances; or
 - (C) should be disclosed to the insurer and may affect its decision to continue to insure the Tenant or the risk.

9.2 Conditions of insurance

The conditions and exclusions of each insurance policy in respect of each insurance effected by the Tenant must not be unusual for the type of insurance, and the Landlord may require the Tenant to negotiate with the insurer for the deletion or amendment of unusual conditions

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or exclusions or to effect insurance with some other insurer which does not require such conditions or exclusions.

9.3 Variation of sum insured

The Landlord may at any time increase by a reasonable amount the minimum cover for the public risk insurance by notice to the Tenant.

9.4 Insurance implications of Tenant's activities

Unless the Landlord provides its prior written consent, the Tenant must not:

- (a) do or allow anything to be done which adversely affects or may adversely affect any insurance taken out by the Landlord or the Tenant in connection with the Premises or which may increase the cost of obtaining that insurance; or
- (b) settle or compromise any claim under any policy of insurance relating to the Premises.

9.5 Failure to maintain insurance

If the Tenant at any time fails to maintain the insurances referred to in clause 9.1 the Landlord may (but is not required to) do everything necessary to effect and maintain such insurances and all moneys paid or expense incurred by the Landlord in this regard will be payable by the Tenant on demand.

9.6 Replacement of property

- (a) In the event of loss or damage to the Landlord's Property which is covered by insurance effected by the Tenant, the Tenant must, at the election of the Landlord, promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b) Subject to clause 9.6(c), the Tenant shall pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance.
- (c) If any building on the Premises is seriously damaged or destroyed and is not repaired or reinstated by the Landlord or this Lease is terminated as a consequence of the damage or destruction the proceeds from any insurance effected by the Tenant in respect of damage or loss to the Landlord's Property will be remitted to the Landlord as compensation for its loss.

9.7 Tenant to pay increased insurance premiums

If any increased insurance premium or other charges are payable by the Landlord because of any breach of this Lease by the Tenant or a Tenant's Associate, or the use to which the Premises are put by the Tenant, the Tenant must pay the amount of that increased premium to the Landlord on demand.

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10 Assignment & Sub-letting**10.1 No interest to be created without consent**

Subject to the other provisions of this clause 10, during the continuance of this Lease, in respect of whole or part of this Lease or the Premises, the Tenant must not:

- (a) assign, transfer, sublet, deal with, hold on trust, or grant any interest in, this Lease;
- (b) mortgage, charge or encumber this Lease;
- (c) part with possession of the whole or any part of the Premises;
- (d) grant any licence, or share the right of occupation or possession, in respect of the whole or part of the Premises;
- (e) grant any franchise or concession over the Tenant's Business which would entitle any other person to use, occupy or trade from the whole or part of the Premises.

10.2 Requirements for assignment

The Tenant may apply to the Landlord for consent to the assignment of the Lease, which will not be unreasonably withheld, if the following conditions precedent are satisfied:

- (a) the Tenant, on request by the Landlord in writing within 14 days of receiving the Tenant's request for consent under this clause 10.2, supplies to the Landlord the following information:
 - (i) information on the financial standing of the prospective assignee/s, including any approval for finance;
 - (ii) information on the relevant business skills of the prospective assignee/s;
 - (iii) information on the financial standing of any prospective guarantor/s;
 - (iv) information as to the proposed use of the Premises by the proposed assignee/s;
 - (v) 2 references; and
 - (vi) any other information requested by the Landlord,which information must be acceptable to the Landlord (acting reasonably).
- (b) the Tenant delivers to the Landlord a deed of assignment of this Lease, executed by the Landlord, Tenant, assignee, continuing guarantors and new guarantors in a form prepared by or approved by the Landlord or the Landlord's solicitor, in which:
 - (i) the proposed assignee covenants with and grants powers to the Landlord in the same terms as those contained in this Lease or those parts of the Lease as may be required by the Landlord;
 - (ii) any continuing guarantors confirm their consent and continuing liability, unless that is adequately covered in their guarantee; and

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- (iii) any new guarantors execute guarantees under this Lease in respect of the liability of the assignee;
- (c) the Tenant has remedied any outstanding default on the Tenant's part or the Landlord has waived the default at the date of assignment;
- (d) any other consents which are required to the assignment by a head Landlord, mortgagee or other interested party as reasonably determined by the Landlord, are obtained before the assignment;
- (e) the Tenant pays to the Landlord on demand the Landlord's reasonable expenses, including legal costs:
 - (i) incurred in making enquiries to satisfy itself concerning the matters specified in clause 10.2(a); and
 - (ii) in connection with the preparation, execution and stamping of the deed of assignment.

10.3 Notification of approval or rejection to assign

- (a) The Landlord must give written notice of its approval or rejection of the request to assign the Lease within 21 days (Approval Period) of receiving all information that the Landlord has reasonably requested, including under clause 10.2.
- (b) If no objection is made to the assignment within the Approval Period, the Landlord is taken to have approved the assignment.
- (c) The Landlord must advise the Tenant and any Guarantors of any changes made to the Lease following an assignment of the Lease.

10.4 Requirements for sub-letting

The Tenant may apply to the Landlord for consent to the grant of a sublease over the whole or part of the Premises, which may be withheld in the Landlord's absolute discretion and where the following conditions precedent are satisfied:

- (a) the Tenant shall make a written application to the Landlord for consent, and furnish a copy of the proposed sublease and shall submit to the Landlord or the Landlord's agent or solicitor, the name, address and occupation of any proposed subtenant and any proposed guarantors for the sublease together with reasonable proof that the person is respectable, responsible and solvent and of a satisfactory credit rating within the community;
- (b) the terms and conditions of the sublease shall be wholly acceptable to the Landlord and without limitation shall:
 - (i) require the subtenant to comply with the Tenant's obligations under this Lease as far as they govern the conduct of the subtenant as occupant of the subleased premises;
 - (ii) prohibit the subtenant from doing or permitting some act in relation to the subleased premises which is inconsistent with or would constitute a breach of this Lease;

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- (iii) contain similar provisions relating to rent review, including review dates, as are contained in this Lease; and
- (iv) prohibit further subletting of the subleased premises by the subtenant;
- (c) the Tenant shall have paid to the Landlord all moneys due under this Lease up to the date of the commencement of the sublease;
- (d) there are no unremedied breaches of the Tenant's obligations under this Lease at the date of the sublease;
- (e) any other consents which are required to the sublease, by mortgagees or others, are obtained at the time of or before the sublease is granted;
- (f) the execution of a deed of consent in a form reasonably required by and prepared on behalf of the Landlord, by the Landlord, Tenant and subtenant; and
- (g) the payment by the Tenant to the Landlord of the Landlord's reasonable costs and disbursements in accordance with clause 4.5(d) including anything of and incidental to the grant of the sublease including any costs the Landlord has incurred to investigate any proposed subtenant of this Lease as a condition of the grant of the sublease.

10.5 Tenant remains liable

The Tenant remains liable under this Lease if the Tenant assigns this Lease or creates an interest in this Lease or the Premises in favour of any person, whether or not the Tenant has complied with the requirements set out in clauses 10.2 and 10.4.

10.6 Change in control

If the Tenant is a company whose shares are not listed on an Australian Stock Exchange and there is a change in control of the Tenant (or if the Tenant is a subsidiary, any change in the control of its holding company):

- (a) the change in control is to be taken to be an assignment of the Tenant's interest in the Lease; and
- (b) if requested by the Landlord, the Tenant is to obtain from a bank or other person acceptable to the Landlord, a guarantee of the Tenant's obligations under this Lease on terms acceptable to the Landlord;

and in this clause:

- (c) "control" means control of the composition of the board of directors or control of more than 50% of the shares with the right to vote at general meetings; and
- (d) words defined in the *Corporations Act 2001* (Cth) have the meanings given to them by that Law.

10.7 General

The Landlord must advise all parties to this Lease, including any assignees or subtenants, of any changes made to the Lease following any assignment or sublease of the Lease.

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11 Risk, releases and indemnities**11.1 Assumption of risk by the Tenant**

- (a) The Landlord does not give (and nor has any person on its behalf give) any representation or warranty to the Tenant:
 - (i) As to the condition or state of repair of the Premises or any service or facility of the Premises; and/or
 - (ii) That the Premises is suitable to be used for the Permitted Use; and/or
 - (iii) That the Premises may be lawfully used for the Permitted Use.
- (b) The Tenant agrees:
 - (i) If the Landlord, or any person on behalf of the Landlord, has made any representation or warranty which is not contained in this Lease in relation to anything concerning the Premises, the Building, the Common Areas, the Land or this Lease, the Tenant has not relied and will not rely on that representation or warranty.
 - (ii) To occupy and use the Premises at its own risk.
 - (iii) The Tenant's Property is at the Tenant's risk at all times.
 - (iv) The Tenant accepts the state and condition of the Premises as at the commencement of the Lease.
 - (v) The Landlord makes no express warranties nor provides any covenants as to the condition, description, state, quality, fitness and/or suitability of the Premises for the Permitted Use or any other use permitted under clause 7.1.
- (c) The Tenant warrants to the Landlord that prior to entering into this Lease that it has undertaken all enquiries it has desired in relation to the suitability of the Premises for the Permitted Use and has obtained all relevant approvals to use the Premises for the Permitted Use.

11.2 Releases given by the Tenant

The Tenant releases the Landlord from, and agrees that the Landlord is not liable for, any liability, damage or loss (including economic loss) in respect of or arising out of any of the following:

- (a) any thing that the Landlord is permitted to do under this Lease;
- (b) any damage, loss, injury or death from any cause (including heat, fire, electricity, vermin, explosion, tempest, bursting pipes, the entry of water from any source and/or the operation of any fire equipment) except to the extent that it is caused or contributed to by the negligence of the Landlord or by the negligence of an employee or agent of the Landlord for whom the Landlord is legally responsible;
- (c) any theft or loss of property from the Premises; or

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- (d) any malfunction, failure to function or interruption to any service for the Premises except to the extent that it is caused or contributed to by the negligence of the Landlord or by the negligence of an employee or agent of the Landlord for whom the Landlord is legally responsible.

11.3 Indemnities by the Tenant

The Tenant must indemnify and hold indemnified the Landlord from and against all actions, claims, demands, losses, damages, costs and expenses which the Landlord may sustain or incur in respect of or arising out of any one or more of the following:

- (a) damage, loss, injury or death caused or contributed to by:
 - (i) any act, negligence or default of the Tenant or any Tenant's Associates;
 - (ii) any dangerous condition or state of affairs or patent or latent defect in the Premises created by the Tenant or any Tenant's Associates (whether or not known to the Landlord);
 - (iii) the negligent use or misuse by the Tenant or any Tenant's Associates of any service or facility of the Premises;
- (b) the Tenant's failure to notify the Landlord of any defect in the Premises of which the Tenant has actual knowledge;
- (c) the overflow or escape of any thing from the Premises including rain water, fire, gas, electricity or any other harmful agent into, from or in the Premises, to the extent caused or contributed to by any negligent act or omission by the Tenant or any Tenant's Associates;
- (d) any breach of this Lease by the Tenant.

11.4 Independence and survival of indemnities and releases

Each indemnity in clause 11.3 and release in clause 11.2 survives the termination of this Lease and is separate from the other obligations of the Tenant under this Lease. An indemnity may be enforced before the Landlord incurs a loss or makes a payment. An indemnity in this Lease is not to be limited by reference to any other indemnity.

11.5 Rider on release and indemnities

The releases specified in clause 11.2 and the indemnities specified in clause 11.3 do not apply to the extent of anything which is caused by the negligent acts or omissions of the Landlord.

12 Landlord's obligations

12.1 Quiet enjoyment

Subject to the Tenant complying with the Tenant's obligations under this Lease and subject to the Landlord's rights and reservations under this Lease, the Tenant may hold and enjoy the Premises during the Term without interruption by the Landlord.

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12.2 Landlord liability

The Landlord will not be liable for any acts or omissions of any other person lawfully claiming through the Landlord (for example, the act or omission of another tenant).

12.3 Repair & Maintenance of the Building

- (a) Subject to the Tenant's obligations under this Lease and, if the Code applies, the Landlord's obligations under the Code, the Landlord must use reasonable endeavours to maintain:
 - (i) the Building in a reasonably sound structural condition having regard to its condition as at the Commencement Date; and
 - (ii) the Services in a working condition during Trading Hours.
- (b) The Landlord is not liable to the Tenant for any breach of clause 12.3(a) unless the Landlord has failed to carry out such work within a reasonable time after written notice of any want of repair has been given by the Tenant to the Landlord.
- (c) The liability of the Landlord for a breach of clause 23(l)(h) of the Code is limited to the reasonable costs of the Tenant carrying out the repairs which are the responsibility of the Landlord.

12.4 Landlord's insurance

The Landlord must insure the Building (but excluding the Tenant's Property or the property of other persons) against property damage unless the Landlord self insures.

13 Landlord's Rights**13.1 Reservations**

Despite anything else in this lease, the Landlord reserves the right to:

- (a) grant any other lease or licence of space in the Building for the same purpose or a similar purpose as the Permitted Use;
- (b) use the exterior walls and the roof of the Premises and the Building;
- (c) install, maintain, use, repair, alter or replace any Services through, contiguous or adjacent to the Premises;
- (d) subdivide the Land or any part of it; and
- (e) grant easements to or enter into any arrangement or agreement with any third party (as the Landlord considers appropriate) for the provision of public or private access to and egress from the Premises or the Building or the support of structures or services on the Land, in which case this lease will be deemed to be subject to those easements, arrangements or agreements (provided that they do not substantially and permanently derogate from the Tenant's rights under this lease).

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13.2 Rights of entry

The Landlord may, upon giving reasonable notice (except in the case of an emergency when no notice is required), enter the Premises at all reasonable times to:

- (a) view the state of repair of the Premises, the Services in the Premises and the Landlord's Property;
- (b) install, maintain or repair the Building or the Services provided that the Landlord uses reasonable endeavours not to materially interfere with the Tenant's use or occupation of the Premises;
- (c) abate any actual or potential fire hazard in or about the Premises (which will be at the Tenant's cost if such hazard, in the Landlord's reasonable opinion, is caused by or results from the Tenant's use or occupation of the Premises);
- (d) carry out any maintenance, repair or building works to the Building (including the Premises) and the Services provided that the Landlord uses reasonable endeavours not to materially interfere with the Tenant's use or occupation of the Premises;
- (e) comply with any laws or legal requirements that are not the responsibility of the Tenant; and
- (f) remedy any breach of this lease by the Tenant at the Tenant's cost.

13.3 Landlord may close the Building

The Landlord may close the whole or any part of the Building to prevent any person from entering or remaining in the Building:

- (a) outside the Trading Hours; or
- (b) during the Trading Hours if required by law.

13.4 Emergency

If the Landlord believes there is an actual or anticipated emergency or threat to persons or property in or near the Building, the Landlord may close the whole or any part of the Building and require all persons to vacate. If the Landlord does this the Tenant must:

- (a) vacate the Premises and the Building as expeditiously as possible; and
- (b) follow all directions of the Landlord.

The Tenant must not make any claim against the Landlord and releases the Landlord to the full extent permitted by law if the Landlord closes the whole or any part of the Building under this clause 13.4.

13.5 Building additions and alterations

The Landlord may at any time:

- (a) add to, reduce, vary, extend, modify, redesign or build additional storeys on any building in the Building or otherwise deal with the Building (other than the Premises) in any other manner;

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- (b) construct additional buildings or improvements on the Land;
- (c) alter, modify, resume, relocate, add to, increase or decrease the size of, or alter the configuration of, the Common Areas; and
- (d) change the area, level, location, entries, exits and arrangements of the Car Park (if any) including constructing multi deck parking facilities.

13.6 Works

In relation to any works carried out by the Landlord under clause 13.5:

- (a) the Landlord must use reasonable endeavours to cause a minimum of inconvenience to the Tenant as is reasonably practical in the circumstances;
- (b) the Tenant consents to the works even though the works may alter or inhibit the flow of the Tenant's customers to the Premises; and
- (c) so long as the Landlord has complied with clause 13.6(a), the Tenant must not make any claim or commence any action against the Landlord for a breach of the covenant for quiet enjoyment whether at common law or under clause 12.1.

13.7 Common Areas

The Landlord will at all times have complete control over the Common Areas including, without limitation, the right to:

- (a) alter, modify, resume, relocate, add to, increase or decrease the size of, or alter the configuration of, the Common Areas;
- (b) construct, maintain and operate lighting facilities, water features and artwork in the Common Areas;
- (c) police the Common Areas;
- (d) close, lock off or otherwise control all or any part of the Common Areas for as long as the Landlord considers necessary to:
 - (i) repair and maintain any part of the Building (including the Services);
 - (ii) carry out any works to the Building in accordance with **clause 13.5** (provided that pedestrian access to the Premises is maintained during Trading Hours);
 - (iii) prevent a dedication of, or the accrual of any rights to any person or the public in, the Common Areas; or
 - (iv) allow the Landlord to carry out any other rights it has under this lease; and
- (e) do any other things the Landlord considers appropriate or in good business judgment to improve the amenity and use of the Common Areas and the Building.

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13.8 Building Rules

- (a) The Landlord may at any time amend or vary the Building Rules by giving notice to the Tenant.
- (b) If any amendment or variation to a Building Rule is inconsistent with the rights granted to the Tenant under this lease, that amendment or variation must be read down to the extent of the inconsistency.

13.9 Kiosks, functions, events, exhibitions & displays

The Landlord may at any time:

- (a) erect, alter or remove kiosks and other structures (or permit others to do so) in any part of the Building, including Common Areas;
- (b) grant a licence or lease, for the use, including the exclusive use, of any part of the Building including Common Areas or any kiosk or other structure, to any person for any purpose, including for functions, events, exhibitions and displays; and
- (c) permit any person to hold any functions, events, exhibitions, or display any merchandise or organise any parade in any part of the Building, including the Common Areas for any purpose.

13.10 Trading Hours

The Landlord may at any time vary the Trading Hours unless prohibited by law.

13.11 Public address system

The Landlord may operate a public address system in the Building and play or broadcast music or public announcements on or from it.

13.12 Name of Building

The Landlord may change the name of the Building at any time.

13.13 Signs

- (a) The Landlord may at any time within 3 months before the Tenant vacates the Premises:
 - (i) display 'To Let' signs in or on the Premises; and
 - (ii) show prospective tenants through the Premises,provided the Landlord endeavours to cause a minimum of inconvenience to the Tenant as is practical in the circumstances.
- (b) The Tenant consents to publication at any time of written or broadcast advertisements indicating the availability of the Premises for lease or inviting tenders or expressions of interest for tendering for the lease of the Premises.

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13.14 Landlord may rectify

The Landlord may, at the Tenant's expense, do anything which should have been done by the Tenant under this Lease but which has not been done or has not been done properly and the Landlord may enter the Premises for that purpose.

13.15 Change of Landlord

From the date the Landlord ceases to be the registered proprietor of the Land or from the date a person other than the Landlord becomes entitled to receive the Rent (whether by operation of the law or otherwise):

- (a) that person becomes "the Landlord" for the purposes of this Lease and shall have the benefit of all of the Tenant's obligations under this Lease;
- (b) the Landlord is released from its obligations under this Lease, including in relation to any option the Tenant may have to extend this Lease; and
- (c) the Tenant (at the cost of the Landlord) must do everything that the Landlord may reasonably require the Tenant to do (including signing any deed) for the purposes of giving to that other person the benefit of all of the Tenant's obligations under this Lease.

13.16 Security interests

The Landlord may at any time create one or more Security Interests over this Lease, the Premises, the Building or the Land.

14 Default**14.1 Essential terms**

- (a) The following obligations of the Tenant are essential terms of this Lease:
 - (i) all obligations to pay money under this Lease including under clause 4; and
 - (ii) the obligations under clauses 7.1, 7.2, 7.5, 7.10, 7.12, 7.17, 8.1, 9 and 10.1.
- (b) This clause 14.1 does not prevent any other obligation of the Tenant under this Lease being an essential term.

14.2 Default Events

A Default Event occurs if:

- (a) the Tenant repudiates or commits a fundamental breach of this Lease, including a breach of an essential term as referred to in clause 14.1;
- (b) the Rent is at any time unpaid for seven (7) days after becoming due, whether formally demanded or not;
- (c) the Tenant breaches or does not comply with any of its other obligations under this Lease, whether or not an essential term and that breach continues for a period of 14

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days after the date on which the Landlord serves notice on the Tenant specifying the breach;

- (d) any essential term of this Lease is claimed to be wholly or partly void, voidable or unenforceable by the Tenant or by anyone on its behalf;
- (e) a judgment, order or Security Interest is enforced or becomes enforceable against the Tenant's interest in this Lease or the Tenant's Property;
- (f) the Premises or the Land are damaged or destroyed and:
 - (i) the damage or destruction was caused by, contributed to by, or arises from, an act or omission of the Tenant or the Tenant's Associates; or
 - (ii) a policy of insurance in connection with the Land has been prejudiced or made void or payment of policy money has been refused by the insurer because of an act or omission of the Tenant or the Tenant's Associates; or
- (g) an Insolvency Event occurs with respect to the Tenant or a Guarantor.

14.3 Landlord's right to terminate

- (a) The Landlord may, without prejudice to any other rights or remedies it may have:
 - (i) terminate this Lease by re-entering and taking possession of the Premises without notice, or if required by Law, with notice, using reasonable force to secure possession; and/or
 - (ii) serve on the Tenant notice terminating this Lease; and/or
 - (iii) institute proceedings for possession against the Tenant; and/or
 - (iv) remove the Tenant's Property and other effects of the Tenant and those claiming under the Tenant; and/or
 - (v) elect that Tenant's Property and other effects of the Tenant and those claiming under the Tenant have been abandoned and have become the property of the Landlord; and/or
 - (vi) sell or otherwise dispose of the Tenant's Property and other effects of the Tenant and those claiming under the Tenant, with or without removing them from the Premises, in the name of and as agent for the Tenant and apply the net proceeds of sale against any amount due from the Tenant under this Lease; and/or
 - (vii) take any of the actions specified in this clause 14.3(a), immediately or at any time after a Default Event occurs.
- (b) If the Landlord takes action under clause 14.3(a) the Tenant remains bound under this Lease as if that action had not been taken.

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14.4 Notice

Fourteen (14) days is fixed as the period of time referred to in section 15 of the *Conveyancing and Law of Property Act 1884* (Tas) if any notice referred to in that section is required.

14.5 Landlord's entitlements after Tenant vacates during Term

- (a) If the Tenant vacates or abandons the Premises during the Term in breach of the Tenant's obligations under this Lease, the Landlord may:
 - (i) accept the keys to the Premises from the Tenant;
 - (ii) renovate, restore and clean the Premises;
 - (iii) change the locks and secure the Premises;
 - (iv) permit prospective tenants to inspect the Premises;
 - (v) take any action in clause 14.5(a), without the Landlord's conduct constituting:
 - (A) a re-entry or termination of this Lease;
 - (B) the acceptance of a surrender of this Lease.
- (b) The Tenant's obligation to pay Rent, to comply with other financial obligations under this Lease and to comply with other lease obligations continues, notwithstanding that the Tenant vacates or abandons the Premises, until the termination or expiry of this Lease.

14.6 Payments made after termination

Money paid or tendered by the Tenant after the termination of this Lease:

- (a) does not affect the Landlord's rights;
- (b) need not be accepted by the Landlord; and
- (c) if accepted by the Landlord, may be applied in any manner the Landlord decides.

14.7 Damages for breach or repudiation

- (a) In the event that a Default Event occurs and/or the Tenant's conduct (whether acts or omissions) constitutes:
 - (i) a repudiation of the Lease (or of the Tenant's obligations under the Lease); and/or
 - (ii) a breach of an essential term of the Lease,

the Tenant covenants to compensate the Landlord for the loss or damage suffered by the Landlord as a consequence of the repudiation or breach, whether this Lease is or is not terminated for the repudiation, breach or on any other ground.

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- (b) The Tenant's obligation to compensate the Landlord for loss or damage in clause 14.7(a) includes, without limitation, liability, loss, costs, charges and expenses on account of funds borrowed, contracted for or used to fund any amount payable under any Transaction Document and including in each case, without limitation, costs charges and expenses in accordance with clause 4.5(d).
- (c) The Landlord's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (d) The Landlord is entitled to recover damages against the Tenant in respect of repudiation or breach of covenant or essential term for the loss suffered by the Landlord during the entire Term, including the periods before and after termination of this Lease.
- (e) The Landlord's entitlement to recover damages is not be affected or limited by any of the following:
 - (i) If the Landlord sells or disposes of any of the Tenant's Property and other effects of the Tenant;
 - (ii) If the Tenant abandons or vacates the Premises;
 - (iii) If the Landlord elects to re-enter or to terminate the Lease;
 - (iv) If the Landlord accepts the Tenant's repudiation;
 - (v) If the parties' conduct constitutes a surrender by operation of Law.

14.8 Damages for entire term

The Landlord is entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire Term, including the periods before and after the Tenant vacates the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of Law (referred to in clause 14.7(e)(v)) whether the proceedings are instituted either before or after such conduct.

14.9 Additional entitlements of Landlord

The Landlord's entitlement to damages is in addition to:

- (a) the entitlement to recover Rent, rates, taxes, outgoing and operating expenses until the date of expiry or termination of this Lease;
- (b) interest on late payments in accordance with this Lease;
- (c) costs of any breach or default, including the costs of termination.

14.10 Waiver

- (a) After the Tenant is in default or breach under this Lease, including in breach of an essential term of this Lease, the demand or acceptance from the Tenant by the Landlord of arrears or of any late payment of rent, rates, taxes, outgoing, operating expenses, or other financial obligations does not:

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- (i) preclude the Landlord from exercising any rights or remedies under this Lease, including enforcing or terminating this Lease;
 - (ii) constitute a waiver of the essentiality of the Tenant's obligation to make those payments;
 - (iii) waive the Tenant's continuing obligation to make those payments during the Term.
- (b) The Landlord's failure to enforce any of the Tenant's obligations under this Lease, and to terminate this Lease, does not waive the Landlord's entitlement to require the Tenant to observe all obligations under this Lease, to enforce that and all other obligations and to terminate this Lease.
 - (c) The waiver by the Landlord of performance of some of the Tenant's obligations under this Lease, temporarily or permanently, is not a waiver of any other or subsequent breach or default by the Tenant.
 - (d) The termination of this Lease on any basis does not affect the Landlord's rights and remedies for earlier breaches by the Tenant of the obligations under this Lease.

14.11 Mitigation of damages

An attempt by the Landlord to mitigate its loss is not by itself a surrender by operation of Law or acceptance of the Tenant's breach or repudiation of this Lease.

14.12 Power of attorney

- (a) The Tenant irrevocably appoints the Landlord and its officers jointly and severally to be the attorney of the Tenant to act at any time after the power to re-enter contained in this Lease becomes exercisable or has been exercised (sufficient proof of which is a statutory declaration made by an authorised representative of the Landlord stating that fact) to execute (and procure to be registered if this Lease is registered or the Landlord requires this Lease to be registered) a transfer or a surrender of this Lease.
- (b) For the purposes set out in clause 14.12(a), the Landlord may do, execute and perform all things relative to the Premises and the security as fully and effectually as the Tenant could do, including:
 - (i) remove from the Premises, store and sell, any plant, equipment, chattels, the property of any third party and other property left on the Premises by the Tenant, after the Tenant has vacated the Premises and this Lease is terminated or has expired;
 - (ii) surrender this Lease, after:
 - (A) the Landlord has become entitled to terminate this Lease; and
 - (B) the Tenant vacates or abandons the Premises; or
 - (C) the Landlord terminates this Lease by serving notice of termination;
 - (iii) withdraw any caveat lodged by the Tenant in respect of this Lease;

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- (c) The Tenant will promptly ratify and confirm all actions the attorney lawfully does.
 - (d) The Landlord may:
 - (i) act as attorney under this clause during the continuance of this Lease and during a period of 6 months after the termination of this Lease;
 - (ii) register this Lease (or lease provision) as a power of attorney, at any time including after the termination of this Lease, if that is required for the exercise of any power;
 - (iii) ratify and confirm any power when exercised under this clause, as attorney and agent for the Tenant.
 - (e) For the purposes of this clause 14.12, the authorised representative of the Landlord includes any director, alternate director, secretary, assistant secretary, executive officer, attorney or agent of the Landlord and includes the Landlord's Property Manager.

15 Tenant's obligations when Lease ends

15.1 Tenant to vacate

The Tenant must yield up possession and control over the Premises to the Landlord on the expiry or termination of this Lease in the condition and state of repair as required under this Lease.

15.2 Removal of Tenant's property

- (a) The Tenant must remove the Tenant's Property from the Premises, before the expiry or termination of this Lease or, if it is terminated by the Landlord, within seven (7) days after this Lease is terminated.
- (b) After the Landlord terminates this Lease, the Tenant and its employees and agents may have access to the Premises, whilst the Landlord has possession and control over those premises, for the next seven (7) days (excluding Sundays and public holidays), at such times nominated or approved in writing by the Landlord for the purposes of removing the Tenant's Property and cleaning, repairing or restoring the Premises.
- (c) The Tenant must not cause any damage to the Premises or to the Land or to any building or structure whilst removing the Tenant's Property, must leave the Premises clean and tidy after the removal and is liable for the cost of repair of the damage caused by or during the removal.
- (d) In respect of all or any of the Tenant's Property which the Tenant has failed to remove from the Premises within the period of 7 days after expiry or termination of this Lease, the Tenant is deemed to have abandoned the property and title to it and the Landlord at its option acquires title to that property through abandonment.
- (e) The Landlord is not obliged to account to the Tenant for the value of any property whose title vests in the Landlord by abandonment.
- (f) The Tenant is responsible for and indemnifies the Landlord to the maximum extent permitted by Law in respect of:

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- (i) any loss or damage caused by the Tenant, its employees or agents during the removal of the Tenant's Property from the Premises; and
- (ii) the costs of removal, storage and sale of any of the Tenant's Property.

15.3 Reinstatement

If the Tenant makes any alteration or addition to the Premises (whether or not with the Landlord's consent) and the Landlord so requires, the Tenant is to reinstate the Premises before the termination of this Lease so that the Premises are returned to the condition they were in before the alteration or addition was made.

15.4 Access Devices

If the Landlord issues the Tenant with Access Devices then upon the expiration or sooner determination of this Lease, the Tenant must return all Access Devices to the Landlord. If the Tenant does not return the Access Devices, the cost of replacing any Access Devices must be borne by the Tenant and in addition to any other remedy, the Landlord may call upon the Security Deposit to meet the replacement cost of the Access Devices.

16 Option(s) to Renew the Lease**16.1 Option(s)**

- (a) The Landlord gives the Tenant the option to renew this Lease for the further term(s) specified in **Item 7** on and subject to the terms of this clause 16. The option is only exercisable and the Landlord need only grant a renewal of this Lease:

- (i) if the Tenant is not in default under the Lease at the time of the purported exercise of the option and also at the date of expiry of this Lease;
- (ii) if the Tenant has not been persistently in default under the Lease during the Term; and
- (iii) by the Tenant giving notice of exercise of the option to the Landlord strictly during the Option Notice Period, time being of the essence.

A renewal of the lease takes effect as a new lease of the Premises for the additional term (the "new lease").

- (b) If the Tenant duly gives a notice under clause 16.1(a)(iii) exercising the option, the Tenant cannot later claim that its exercise of the option was ineffective or refuse to enter into the Lease because the Tenant has not satisfied all of the requirements in clause 16.1(a).

16.2 Loss of Option(s)

- (a) If the Tenant gives the notice referred to in clause 16.1(a)(iii), but on or prior to the date the notice is given or at any time between that date and the last day of the Term, a Default Event occurs and it is not remedied or waived, the Tenant ceases to be entitled to renew this Lease.
- (b) The Tenant shall not be entitled to exercise a subsequent option if it has failed to exercise any prior option.

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16.3 Terms of new lease

The new lease is to be on the same terms as this Lease except that:

- (a) the rent applicable at the commencement date of the new lease is to be the same as the Rent payable under this Lease immediately prior to the end of this Lease, unless the commencement date of the new lease is also a Fixed Rent Adjustment Date, CPI Adjustment Date or Market Review Date, in which case, the Rent is subject to review under clause 5, as the case may be;
- (b) the Fixed Rent Adjustment Dates, CPI Adjustment Dates and Market Review Dates applicable to the new lease are those specified in **Item 11**, **Item 12** and **Item 13**, as the case may be; and

16.4 Further Terms

- (a) The number of further terms that may be created under this Clause 16 is limited to the number specified in **Item 7**.
- (b) This clause 16 for renewal:
 - (i) does not apply in relation to the last further term; and
 - (ii) must be excluded from any Lease entered into as a result of the exercise of this option for a term expiring on or after the Ultimate termination date specified in **Item 7**.

16.5 No further notice at expiry of lease

The Tenant and Landlord agree that no notice is required to be given by the Landlord for the purpose of section 29(2) of the Code.

16.6 Documentation

To give effect and/or to formalise the new lease, the Tenant is to promptly sign a deed of extension, or variation or other lease document to be prepared by the Landlord's solicitors, when requested by the Landlord. Clause 4.5(d) will apply in relation to that deed or document.

17 Damage or destruction**17.1 Damage or destruction to the Premises**

Clause 25 of the Code applies if the Premises are damaged or inaccessible due to damage, other than damage caused by the Tenant or for which the Tenant is responsible for under the provisions of this Lease.

17.2 Termination by Landlord

The Landlord may terminate this Lease by three months' notice in writing to the Tenant in respect of damage to the Premises or the Premises becoming inaccessible due to damage if:

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- (a) the Landlord is not able to obtain all Authorisations necessary to lawfully carry out the works required to repair the damage or reinstate the usual means of access;
- (b) the Premises are totally destroyed or the damage or destruction to the Premises affects more than 10% of the area of the Premises; or
- (c) the Premises and/or the usual means of access to the Premises which were damaged or destroyed cannot be reconstructed (using reasonable methods) on or before that date which is at least 12 months prior to the end of the Lease Term.

17.3 No liability to either party

No liability will attach to either party by reason of any termination of this Lease under clause 17.2 but any such termination will be without prejudice to the rights of either party in respect of any antecedent breach of any provision of this Lease.

18 Notices**18.1 Form and Address**

A notice or other communication in connection with this Lease is to be in writing and:

- (a) may be given by the relevant party or its solicitor or agent; and
- (b) must be:
 - (i) left at the address set out or referred to in the **Item 19**; or
 - (ii) sent by prepaid post to the address set out or referred to in **Item 19**; or
 - (iii) sent by email to the email address set out or referred to in **Item 19**.

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

18.2 When effective

A notice takes effect from the time they are received unless a later time is specified in them.

18.3 Receipt – postal

If sent by ordinary post, the notice is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia). If sent by registered post and the receipt evidencing the date of receipt and service is earlier than three days after posting then that earlier date shall be treated as the date of service.

18.4 Receipt – email

If sent by email, the notice is taken to be received at the time the email message is sent unless:

- (a) the sender receives automated email notification that the email transmission has failed or has been delayed within 2 hours of sending the notice; or

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- (b) the sender receives automated email notification to the effect that the recipient is not likely to receive the notice until a later date, which will then become the deemed date of receipt.

19 Miscellaneous

19.1 Waivers and Variation

A provision of or a right created under this Lease may not be:

- (a) waived except in writing, signed by the party with the benefit of that provision or right; or
- (b) varied except in writing signed by the Landlord and the Tenant.

19.2 Approvals and Consents

Whenever the Landlord's approval or consent is required under this Lease, the Landlord may give it conditionally or unconditionally or withhold it.

19.3 Remedies Cumulative

The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Lease.

19.4 Accrued Rights

The termination of this Lease for any reason does not affect the rights of a party in relation to a breach of this Lease by another party before termination.

19.5 Severance

If any provision of this Lease or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this Lease are not affected and are valid and enforceable.

19.6 Indemnities

In relation to each of the indemnities in this Lease:

- (a) the indemnity is a continuing obligation, separate and independent from the other obligations of the Tenant and survives the expiration or earlier termination of this Lease;
- (b) it is not necessary for the Landlord to incur expense or make payment before enforcing a right of indemnity; and
- (c) the Tenant is to pay the Landlord an amount equal to any Loss suffered or incurred by any employee, officer or agent of the Landlord.

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19.7 Land Titles Act

The covenants and powers implied in every lease made under the *Land Titles Act* 1980 (Tas) are implied in this Lease, whether registered under that Act or not, except to the extent that they are modified or excluded by the terms of this Lease.

19.8 Limitation of Liability

If the Landlord holds the Land as the trustee of a trust, the Landlord's obligations under this Lease only bind the Landlord while the Premises are an asset of that trust. The liability of the Landlord is limited to the net value of the assets held by the Landlord as trustee of that trust.

19.9 Entire agreement

Subject to clause 2, this Lease constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreement, negotiations and understandings between the parties in relation to its subject matter.

19.10 Governing Law

- (a) This Lease is governed and construed in accordance with the Law of the State of Tasmania.
- (b) References to any legislation in this Lease including acts and regulations, includes any amendment or replacement of that legislation from time to time.

19.11 Multiple Parties

If a party to this Agreement is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

19.12 Counterparts

- (a) This Agreement may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this Agreement may exchange that counterpart with another party by faxing or emailing it to the other party or the other party's legal representative and, if that other party requests it, promptly delivering that executed counterpart by hand or post to the other party or the other party's legal representative. However, the validity of this Agreement is not affected if the party who has faxed or emailed the counterpart delays in delivering or does not deliver it by hand or by post.

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- (c) The parties to this Agreement may exchange counterparts by attaching a scanned copy of the counterpart to an email transmission as a Portable Document Format (PDF) file.

20 Disputes

20.1 Dispute resolution procedures

- (a) Both parties undertake to attempt to resolve any dispute which arises between them in respect of this Lease, by direct negotiation.
- (b) If the parties fail to resolve a dispute by direct negotiation, either party may request the office of Consumer Affairs in Tasmania to investigate the dispute and attempt to negotiate a mutually acceptable solution.
- (c) If the dispute remains unresolved following investigation and negotiation by the office of Consumer Affairs, either party may refer the dispute to the Retail Tenancies Code of Practice Monitoring Committee established under the Code, for conciliation. If the dispute remains unresolved either party may refer the dispute to a Court of competent jurisdiction.
- (d) Nothing stated in this clause 20.1 or elsewhere in this Lease, will prevent either party from instituting legal proceedings against the other in respect of any dispute, if, in the opinion of that party, attempts to resolve the dispute by direct negotiations, referred to in clause 20.1(a) have failed.

20.2 Continuing obligations

The parties agree to continue to perform their obligations under this Lease notwithstanding the existence of a dispute.

21 Guarantee and indemnity

21.1 Guarantee and indemnity

In consideration of the Landlord agreeing to grant this Lease to the Tenant, the Guarantor irrevocably and unconditionally:

- (a) guarantees to the Landlord that the Tenant will:
- (i) pay the Guaranteed Money on time; and
 - (ii) comply on time with the Tenant's obligations under this Lease or in connection with the Tenant's occupation of the Premises; and
- (b) indemnifies the Landlord against all actions, liabilities, penalties, claims, demands, loss or damage incurred or suffered directly or indirectly in connection with:
- (i) the Tenant not paying the Guaranteed Money on time;
 - (ii) the Tenant not complying on time with the Tenant's obligations under this Lease or in connection with its occupation of the Premises; and

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- (iii) the Landlord not being able to recover all of the Guaranteed Money from the Tenant or enforce all of the Tenant's obligations under this Lease or in connection with the Tenant's occupation of the Premises for any reason.

21.2 Extent of guarantee and indemnity

The guarantee and indemnity in clause 21.1:

- (a) are independent of and in addition to the Security Deposit;
- (b) will continue (despite termination, expiration or assignment of this Lease) until the Landlord unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under clause 21.1 are satisfied; and
- (c) subject to the Code, are not affected by anything, including but not limited to:
 - (i) the Landlord giving time or any other concession to the Tenant, the Guarantor or any other person;
 - (ii) the Landlord abandoning or transferring any right or compromising with or releasing the Tenant or any Guarantor;
 - (iii) the Landlord's acquiescence, delay or mistake;
 - (iv) any variation, assignment, extension, renewal, surrender, termination or expiry of this Lease (with or without the consent or knowledge of the Guarantor);
 - (v) any breach of this Lease by the Tenant (with or without the consent or knowledge of the Guarantor);
 - (vi) the absence of any notice to the Guarantor of default by the Tenant under this Lease;
 - (vii) any Default Event occurring;
 - (viii) any other circumstance or thing that, but for this clause 21.2, might determine or impair the operation of the guarantee and indemnity; or
 - (ix) this Lease not being registered or effective as a lease for the Term.

21.3 Waiver by Guarantor

The Guarantor waives:

- (a) any rights the Guarantor has to require the Landlord to proceed or enforce any right against the Tenant or any other person before claiming against the Guarantor under this clause 21;
- (b) any claim, right of set-off, counterclaim or defence that might reduce or discharge the Guarantor's liability under this clause 21; and
- (c) any legal or equitable rights the Guarantor has that are inconsistent with the Guarantor's obligations under this clause 21.

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21.4 Guarantor not to claim

The Guarantor must not, without the Landlord's consent:

- (a) make a claim or enforce a right against the Tenant or the Tenant's Property; or
- (b) prove, claim or exercise any rights the Guarantor may have under or in respect of a Default Event.

21.5 Costs and interest

The Guarantor must pay the Landlord on demand:

- (a) the Landlord's costs, charges and expenses (including legal costs on a full indemnity basis) in connection with anything done by the Landlord under this clause 21;
- (b) all taxes, duties, imposts and charges in connection with the guarantee and indemnity in this clause 21 or any transaction contemplated by the guarantee and indemnity; and
- (c) interest (at the Specified Rate) on any amount payable but not paid by the Guarantor under this clause 21 until payment is made.

21.6 Assignment & mortgage

The Landlord may without the consent of the Tenant or Guarantor, assign or mortgage its rights under this clause 21 to any person to whom it transfers the Land or assigns its interest in this Lease. The Tenant and the Guarantor will do all things reasonably required by the Landlord to give effect to the assignment including executing any new guarantee (in the same terms hereof) if required by the assignee or mortgagee. The Landlord must pay the Tenant's and Guarantor's reasonable costs in regard to an assignment under this clause 21.6.

21.7 No avoidance of lease

Despite any other provision in this Lease, if the rights provided for by this Lease and the obligations of the Tenant arising from this Lease are terminated or become or are rendered void or unenforceable or in any way inoperative in whole or in part, the liability of the Guarantor will remain as if the rights and obligations remained in force.

21.8 Defined terms

In this clause 21:

Guaranteed Money means all money that the Tenant is or may at any time be liable (actually, prospectively or contingently) to pay to the Landlord under or in connection with:

- (a) this Lease (including the Tenant's default); or
- (b) the Tenant's occupation of the Premises,

and includes money which the Tenant would be liable to pay but for its insolvency, bankruptcy, liquidation or winding up.

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Tenant includes any successor, administrator, liquidator, receiver and manager, personal representative or approved assignee of the Tenant.

22 Special Conditions

22.1 Special Conditions

The Landlord and the Tenant agree that this Lease incorporates the Special Conditions (if any).

22.2 Inconsistency

To the extent of any inconsistency between:

- (a) the terms and conditions of this Lease, other than the Special Conditions; and
- (b) the terms and conditions specified in the Special Conditions,

the terms and conditions specified in the Special Conditions will prevail.

23 Trusts

23.1 Tenant's capacity

This clause 23 applies if the Tenant enters into this document as trustee of a trust (**Trust**).

23.2 Representations and warranties

The Tenant represents and warrants to the Landlord that:

- (a) the Tenant gave a true and complete copy of the trust deed (**Trust Deed**) to the Landlord before the date of this document;
- (b) the Trust is solely constituted and evidenced by the Trust Deed;
- (c) the Trust has been validly created and subsists;
- (d) the Tenant:
 - (i) has been validly appointed as; and
 - (ii) is presently the only,trustee of the Trust;
- (e) nothing which means that the Trust will vest or come to an end before the Trust Deed provides has happened;
- (f) the Tenant has power under the Trust Deed to enter into and perform its obligations under this document;
- (g) the entry by the Tenant into this document benefits the beneficiaries of the Trust;
- (h) the Tenant:

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- (i) is entitled to be indemnified from the assets of the Trust in respect of its liabilities under this document, and
- (ii) has not done anything to prejudice or limit that indemnity.

23.3 Tenant is personally liable

Even though the Tenant enters this document as trustee of the Trust:

- (a) the Tenant agrees that it is personally liable to the Landlord to the full extent of its obligations under this document; and
- (b) the Tenant's liability is not limited to the assets of the Trust.

23.4 Tenant's continuing obligations

The Tenant must:

- (a) notify the Landlord immediately if:
 - (i) the Tenant ceases to be the trustee of the Trust; or
 - (ii) the Trust is terminated, vests or ceases to exist;
- (b) not do anything which limits, prejudices or disposes of all, part of or an interest in the Tenant's right to be indemnified from the Trust fund; and
- (c) comply with all of the terms of the Trust Deed.

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Signing:

Executed as a lease agreement.

TENANTS SHOULD READ ALL DOCUMENTS CLOSELY AND OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE BEFORE SIGNING THIS LEASE. FAILURE TO SEEK ADVICE MAY PLACE FULL RESPONSIBILITY FOR THE CONSEQUENCES OF THE SIGNING UPON THE TENANT. TENANTS SHOULD ENSURE THAT THEY HAVE RECEIVED A DISCLOSURE STATEMENT AT LEAST SEVEN DAYS BEFORE ENTERING INTO THIS LEASE.

THE COMMON SEAL of the DEVONPORT CITY COUNCIL, was affixed on the day of and in the presence of:

.....
Signature of Mayor.....
Signature of General Manager.....
Name of Mayor.....
Name of General Manager**ADD SIGNING CLAUSES FOR TENANT AND GUARANTORS**

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SCHEDULE 2 - SPECIAL CONDITIONS

INSERT DETAILS

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SCHEDULE 3 - CERTIFICATE BY LEGAL ADVISOR

Regulation 10(4)

TASMANIA

*Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998***CERTIFICATE BY LEGAL ADVISOR**

I, [Full name] of [Address] hereby certify that:

1. I am a solicitor entitled to practice as a legal practitioner in Tasmania.
2. I am acting as legal advisor to [Full name] (the "proposed tenant") in relation to a proposed lease of the premises at [Address of premises] ("the Lease").
3. Prior to the proposed tenant signing the Lease, I advised the proposed tenant:

That the Lease is for a term of [No. of years] years;

That the *Code of Practice for Retail Tenancies* requires in a lease, a minimum term of five years unless a certificate of this nature is provided; and

The effect of a reduced lease period, for a term less than five years.

Dated this day of , 20

(Signature of legal practitioner)

Name of legal practitioner:

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SCHEDULE 4- LANDLORD'S PROPERTY

INSERT DETAILS

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SCHEDULE 5- BUILDING RULES

INSERT DETAILS

6 INFORMATION

6.1 WORKSHOPS AND BRIEFING SESSIONS HELD SINCE THE LAST COUNCIL MEETING

Author: **Robyn Woolsey, Executive Assistant General Management**

Endorser: **Matthew Atkins, General Manager**

Council is required by Regulation 8(2)(c) of the *Local Government (Meeting Procedures) Regulations 2015* to include in the Agenda the date and purpose of any Council Workshop held since the last meeting.

Date	Description	Purpose
06/07/2020	Tas Ports	Confidential Update by Stephen Casey CEO
	Devonport Showgrounds	Update on recent progress by Simon Want
	Sports Infrastructure Master Plan Working Group	Consideration of submissions of interest and further discussion
	Providore Place	Overview of management arrangements and leasing considerations
20/07/2020	Tasmanian Planning Scheme	Overview of representations received during exhibition period of Council's Local Provisions Schedule
	Illegal Dumping	Presentation and discussion on illegal dumping.
	LGAT Annual General & General Meeting	Opportunity for discussion on agenda items.
	Openness & Transparency	Further discussion on improving openness and transparency.
	Additional Government Stimulus Funding	Overview of the Australian Government's Local Roads and Community Infrastructure program and proposed Council projects that meet funding criteria.
	Section 23 Committees	Discussion on Section 23 Committees.

RECOMMENDATION

That the report advising of Workshop/Briefing Sessions held since the last Council meeting be received and the information noted.

6.2 MAYOR'S MONTHLY REPORT

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 5.3.2 Provide appropriate support to elected members to enable them to discharge their functions

SUMMARY

This report details meetings and functions attended by the Mayor.

BACKGROUND

This report is provided regularly to Council, listing the meetings and functions attended by the Mayor.

STATUTORY REQUIREMENTS

There are no statutory requirements which relate to this report.

DISCUSSION

In her capacity as Mayor, Councillor Annette Rockliff attended the following meetings and functions between 18 June to 22 July 2020

- Council meetings
- Workshops
- Coronavirus Committee Meeting
- Regular meetings with General Manager
- Catchups with staff members and Councillors as required
- Media as requested: The Advocate Newspaper(x5), 7AD(x4), SeaFM, Tasmania Talks, ABC
- LGAT COVID-19 update with Minister Shelton
- Hosted presentation evening for Scouts
- Attended launch of Rapid Relief charity on the NW Coast
- Attended Dulverton Representatives meeting
- Met with staff at East Devonport Child & Family Centre
- Attended LGAT General Management Committee meeting in Launceston
- Attended Premier's Local Government Committee meeting in Launceston
- With General Manager presented to the Board of Tasmanian Community Fund
- With General Manager and other Cradle Coast reps met with Rebecca White, Anita Dow and Shane Broad.
- Attended CCA Board workshop
- Attended Arboretum Committee meeting
- Attended LGAT Webinar with Mathew Healey Director, Policy and Sector Performance, State Government
- Attended DCCI Webinar - The Mersey Region – Tourism & Hospitality in 2020 and Beyond
- With the General Manager met with Senator Urquhart
- Attended LGAT AGM

ATTACHMENTS

Nil

RECOMMENDATION

That the Mayor's monthly report be received and noted.

6.3 GENERAL MANAGER'S REPORT - JULY 2020

Author: **Matthew Atkins, General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 5.8.2 Ensure access to Council information that meets user demands

SUMMARY

This report provides a summary of the activities undertaken by the General Manager, between 25 June and 22 July 2020. It also provides information on matters that may be of interest to Councillors and the community

BACKGROUND

A monthly report provided by the General Manager to highlight management and strategic issues that are being addressed by Council. The report also provides regular updates in relation to National, Regional and State based local government matters as well as State and Federal Government programs.

STATUTORY REQUIREMENTS

Council is required to comply with the provisions of the *Local Government Act 1993* and other legislation. The General Manager is appointed by the Council in accordance with the provisions of the *Act*.

DISCUSSION

1. COUNCIL MANAGEMENT

- 1.1. Attended and participated in several internal staff and management meetings.
- 1.2. Attended Workshops and Council Meetings as required.
- 1.3. Met with Simon Want regarding an update on the Devonport Showgrounds Redevelopment.
- 1.4. Met with Ben Milbourne in regard to CharoletteJack.
- 1.5. Met with Grant Hirst in regard to Southern Wild Distillery.
- 1.6. Met with Drew Smith, President of the Devonport Strikers regarding the potential use of Valley Road as a training venue for the 2023 FIFA Womens World Cup.

2. COMMUNITY ENGAGEMENT (RESIDENTS & COMMUNITY GROUPS)

- 2.1. Met with representatives of the Devonport North Rotary Club in relation to an update on the proposed Bluff Seawalk.
- 2.2. Met with Tom Wooton CEO of the Regional Tourism Organisation, West x North-West.
- 2.3. Along with the Mayor, made a presentation to the Tas Community Fund Board Members on current issues impacting the Devonport Region.

3. NATIONAL, REGIONAL AND STATE BASED LOCAL GOVERNMENT

- 3.1. Attended a CCA Coastal Pathway Steering Group meeting.
- 3.2. Attended Representatives meeting of the Dulverton Regional Waste Management Authority.

- 3.3. With the Mayor attended the AGM and General Meeting of the Local Government Association of Tasmania.

4. STATE AND FEDERAL GOVERNMENT PROGRAMS

- 4.1. Along with the Mayor met with Rebecca White MP, Braddon Labour members and other coastal Mayors and General Managers to discuss issues relevant to the NW region.
- 4.2. With the Mayor met with Senator Anne Urquhart to provide an update on issues affecting the Devonport region.
- 4.3. Attended a general briefing by Local Government Minister Mark Shelton MP to the LG sector.

5. OTHER

- 5.1. Recovery from the COVID-19 pandemic continues with services and other arrangements returning to normal in a planned and managed way. Office based staff have commenced returning to the paranalpe centre as of 13 July with necessary social distancing arrangements in place.

Planning Authority Committee meetings will reconvene as per pre-covid arrangements and held as necessary. Council's other two S23 Committees will remain in recess for the duration of the calendar year with business of these Committees being referred directly to the monthly Council Meeting.

COMMUNITY ENGAGEMENT

The information included above details any issues relating to community engagement.

FINANCIAL IMPLICATIONS

Any financial or budgetary implications related to matters discussed in this report will be separately reported to Council.

There is not expected to be any impact on the Council's operating budget as a result of this recommendation.

RISK IMPLICATIONS

Any specific risk implications will be outlined in the commentary above. Any specific issue that may result in any form of risk to Council is likely to be subject of a separate report to Council.

CONCLUSION

This report is provided for information purposes only and to allow Council to be updated on matters of interest.

ATTACHMENTS

1. Actions as at July 2020 [**6.3.1** - 2 pages]

RECOMMENDATION

That the report of the General Manager be received and noted.

ACTIONS AS AT JULY 2020					
Meeting Date	Res No	Item	Status	Assignees	Action Taken
22/06/2020	20/2	Responses to Questions Raised at Prior Meetings	Completed	Robyn Woolsey	25/06/2020 Robyn Woolsey - Purely for noting.
22/06/2020	20/3	Questions on Notice from the Public	Completed	Robyn Woolsey	25/06/2020 Robyn Woolsey - Responses have been provided.
22/06/2020	20/4	Cradle Coast Waste Management Group 2020/21 Annual Plan & Budget	Completed	Robyn Woolsey	25/06/2020 Robyn Woolsey - Received and noted.
22/06/2020	20/5	Cemetery Strategy 2011-2030 - Year Nine Status	Not yet started	Michael Williams	
22/06/2020	20/6	Retaining Wall Maintenance Policy	Completed	Kylie Lunson	29/06/2020 Kylie Lunson - Draft Policy was updated for Council resolution etc and then uploaded onto Council's website.
22/06/2020	20/7	Tender Report Contract CT0277-01 Supply, Delivery & Placement of Hotmix Asphalt	Completed	Shannon Eade	26/06/2020 Shannon Eade - Contract documents signed and sent to contractor
22/06/2020	20/8	Tender Report Contract CT0277-02 Supply, Delivery & Placement of Sprayed Bituminous Surfacing	Completed	Shannon Eade	26/06/2020 Shannon Eade - Contract documents signed and sent to contractor
22/06/2020	20/9	Tender Report - CB0097 Meercroft Park facilities upgrade	Completed	Jamie Goodwin	26/06/2020 Jamie Goodwin - Notice given to all tenderers. Construction contract sent to Mead Con.
22/06/2020	20/10	Rates and Charges Policy	Completed	Kym Peebles	25/06/2020 Kym Peebles - Policy uploaded to Council website
22/06/2020	20/11	Annual Plan and Budget Estimates	Not yet started	Matthew Atkins	
22/06/2020	20/12	Addendum to the Financial Hardship Assistance Policy	Completed	Kym Peebles	25/06/2020 Kym Peebles - Policy added to Financial Hardship Assistance Policy and online application form updated
22/06/2020	20/13	Tasmanian Canine Defence League - Dog Pound Agreement	Completed	Kylie Lunson	6/07/2020 Kylie Lunson - Agreement signed by all parties. Copy saved in Tasmanian Defence League folder in sharepoint and shared with Governance.
22/06/2020	20/14	Sports Infrastructure Master Plan Working Group Terms of Reference		Carol Bryant	

Meeting Date	Res No	Item	Status	Assignees	Action Taken
22/06/2020	20/15	Street Trading By-Law No.1 of 2020	Completed	Claire Jordan	14/07/2020 Claire Jordan - Common seal affixed and certified by General Manager and legal practitioner
22/06/2020	20/16	Openness and Transparency	Not yet started	Matthew Atkins	

6.4 GOVERNANCE AND FINANCE REPORT - MAY AND JUNE 2020

Author: **Robyn Woolsey, Executive Assistant**

Endorser: **Kym Peebles, Executive Manager People & Finance, & Jeff Griffith, Deputy General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 5.3.2 Provide appropriate support to elected members to enable them to discharge their functions

SUMMARY

This report provides a summary of the activities undertaken during the months of May and June 2020 in the following areas of Council:

- Corporate Services

BACKGROUND

This report has previously been provided to the Governance, Finance and Community Services Committee and aims to update the Councillors and the community on matters of interest.

Changes to scheduled Section 23 Committee meetings, due to the Covid-19 pandemic has meant this report has been provided to the 27 July 2020, Ordinary Council meeting.

The function areas of Council covered by this report include:

- | | |
|-----------------------------------|-------------------------------------|
| • Governance | • Property Management |
| • Financial Reporting | • Legal Issues |
| • Strategic and Operational Plans | • Customer Service |
| • Corporate Communication | • Financial Strategy and Management |
| • Human Resources | - Revenue and Rating |
| • Partnerships | - Grants |
| • Information Technology | - Loan Borrowings |
| • Budget Management | - Compliance |
| • Car Parking | - Related Policies |
| | - Financial Reporting |

STATUTORY REQUIREMENTS

Council is required to comply with the provisions of the *Local Government Act 1993* and other legislation.

DISCUSSION

1. GOVERNANCE

1.1. Common Seal Register

The following documents have been signed under Council's seal for the May and June 2020 period.

REG/580	Variation to Existing Agreement - Department of Health and Devonport City Council - installation of light towers and minor works for existing change rooms - Girdlestone Park	7/05/2020
REG/581	Grant Deed - Arts Tasmania Cultural Heritage Organisations (multi-year) - The Crown in Right of Tasmania and Devonport City Council	11/06/2020
REG/582	Final Plan of Survey - PA2018.0144 - 2 Park Drive Ambleside 9451/121	12/06/2020
REG/583	Final Plan of Survey - PA2019.0137 - 16 Collins Way Tugrah 168902/7	12/06/2020
REG/584	Transfer - DCC & Fragrance Tas-Devonport Pty Ltd - 178733/1	25/06/2020
REG/585	Final Plan of Survey - Folio reference: 177910-100 - Gympie11 Pty Ltd	25/06/2020
REG/586	PA2017.0132 - 156 Melrose Road - Stage 3 - titles for lots 20, 21, 23 BobWhite Drive and lot 16 Kath's Way	25/06/2020
REG/587	Agreement - Devonport City Council, Latrobe Council, Kentish Council with Tasmanian Canine Defence League Inc	29/06/2020

1.2. Property Management Update

Council Officers worked on a number of property matters during May and June including the following:

- Liaise with Real Estate Agent on properties – 92 Formby Road and 45 Stewart Street;
- Liaise with commercial tenants in response to requests for assistance due to COVID-19;
- Liaise with new owners of Harris Scarfe on lease; registration of HS lease with Land Titles Office;
- New licence agreement finalised DCC & Claude Neon – Old Devonport Road, Quoiba;
- Crown Land – approval to assess planning application - demountable easy access toilet block and upgraded camp kitchen at MBCP; Victoria Parade seawall repairs
- Issued lease agreement renewals for all tenants under Sport & Recreation Lease Policy and Community, Childcare & Commercial Lease Policy; and
- Assist tenants with COVID safe plans to return to premises.

1.3. Councillor's Attendance

Councillor's attendance for the financial year ended 30 June 2020 is detailed as follows:

	Council	Planning Authority		Governance, Finance & Community Services		Infrastructure, Works & Development		Workshops
No. of Meetings	15	6		5		4		17
Attendance		Member	Non Member	Member	Non Member	Member	Non Member	
Mayor Cr A Rockliff	15	6	0	4	0	0	3	17
Cr J Alexiou	15	6	0	4	0	0	3	17
Cr G Enniss	13	0	4	4	0	3	0	16
Cr P Hollister	14	6	0	0	4	3	0	17
Cr A Jarman	15	0	6	3	0	2	0	15
Cr L Laycock	14	0	5	3	0	3	0	15
Cr S Milbourne	15	6	0	4	0	0	3	16
Cr L Murphy	15	5	0	0	2	3	0	17
Cr L Perry	15	5	0	0	3	3	0	16

1.4. Human Resources

1.4.1. Recruitment

Staff positions advertised May and June 2020

No advertised positions.

Staff Appointments May and June 2020

No appointments were made.

Staff Departures May and June 2020

Position	Name	Department	Work Location	Date Effective
Design Officer	Kathryn Dodd	City Growth Engineering	paranaple centre	8/5/2020
Media & Communications Officer	Nigel Tapp	People & Finance	paranaple centre	26/6/2020

Workers Compensation

Policy year ending 30 June	Number of Workers Compensation Claims lodged with Council's Insurer	Current Open claims	Gross value incurred by the Insurer (including estimates)
30/6/2020 *	6 Claim	2	\$ 31,673.76
30/6/2019 *	12 claims	1	\$364,730.97
30/6/2018 *	6 claims	1	\$ 87,767.98
30/6/2017	7 claims	0	\$ 27,839.69
30/6/2016	20 claims	0	\$128,445.62
30/6/2015	12 claims	0	\$201,329.20

Commentary:

* Claim/s remaining open in this year ending.

New Workers Compensation claims for the period

No new claims lodged in May 2020 and one new claim lodged in June 2020.

1.4.2. Work Experience

Date	Work Experience Program	Student	Location of placement
N/A			

1.4.3. Staff Training

Issued Date	Training Description	No of employees	Department	Location
6/6/2020 to 29/6/2020	COVID-19 Staff Inductions (DCC Internal online)	115	All departments	All locations
13/5/2020 & 20/5/2020	Healthy Tas Webinar	1	Corporate Services Community Services	paranaple centre
14/5/2020, 21/5/2020, 28/5/2020, 4/6/2020	Behaviour Masterclass – LG Professionals – Leaderlab (Webinar Series)	1	Corporate Services Community Services	paranaple centre

Issued Date	Training Description	No of employees	Department	Location
Ongoing dates May & June 2020	Post Graduate studies Environmental Health	1	Corporate Services Development Health	paranaple centre
18/5/2020, 19/5/2020, 10/6/2020, 15/6/2020, 16/6/2020	Doc Assembler Admin Training	2	People & Finance Governance	paranaple centre
9/6/2020	Doc Assembler End User Training	17	Various	Various
10/6/2020	Techone – Org Unit online training	1	People & Finance Human Resources	paranaple centre
15/6/2020 to 18/6/2020	SharePoint Beyond the Basics	1	Corporate Services Records	paranaple centre
16/6/2020	LG Professionals Leadership Course	1	Corporate Services	paranaple centre
16/6/2020	Track Safety Awareness Program - Tasrail	7	various	various
19/6/2020	CIA Training	1	Corporate Services Customer Services	paranaple centre
23/6/2020	26Ten Value for Writing	1	Corporate Services Community Services	paranaple centre
25/6/2020 & 29/6/2020	Mental Health First Aid Training – Reseed Centre	1	Corporate Services Community Services	paranaple centre
25/6/2020	Leading in a time of Pandemic LGAT Webinar	1	People & Finance Human Resources	paranaple centre
21/6/2020	Building Services Provider Licence – Permit Authority	3	Corporate Services Development Services	paranaple centre
June 2020	Professional Certificate Asset Management Planning	1	City Growth Asset Management	paranaple centre
May 2020	Project Transform Internal Training	40	City Growth Works	Works Depot
June 2020	Project Transform Internal Training	45	City Growth Works	Works Depot

1.4.4. Health & Wellbeing

The 2020/2021 Health and Wellbeing program has been finalised for this financial year and has been promoted to staff from 9 July 2020. This includes

activities and initiatives in the workplace that are designed to impact positively on the general health and wellbeing of employees and their families. The following items were promoted for May and June:

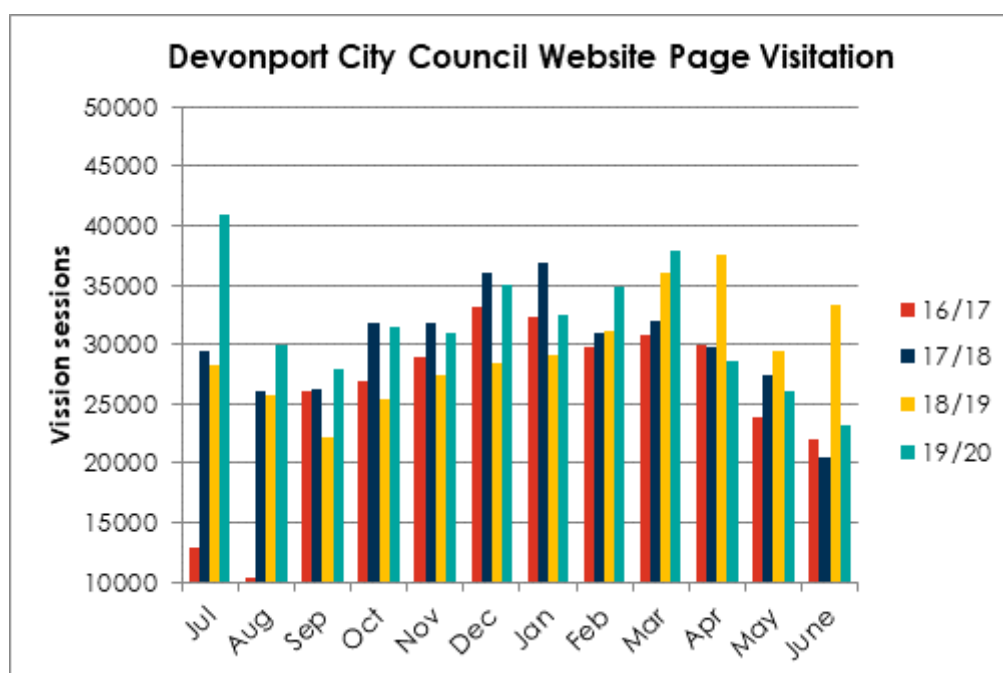
- promotion of LGAT Assist;
- promotion of workplace counselling; and
- application of Working from Home Policy.

1.5. Corporate Communication – May and June 2020

1.5.1. Devonport City Council Website

Visitation to Council's website has decreased as coronavirus eases in Tasmania and people return to a 'new normal' with less online interaction.

Site content is refreshed on an on-going basis, through the addition of new public notices, planning applications, news stories and events.



How to contact Council, cemetery search and planning permit applications continue to rank highly in terms of pages visited during the reporting period. The use of online forms and payments has increased substantially during COVID-19 and it is expected that the community will continue to find engaging with Council online more convenient post COVID-19.

Council staff will review the presentation of this information for the 2020/21 financial year.

Devonport City Council Website Statistics	May 2020	June 2020
Total visitor sessions	12,410	10,810
Total page views	26,080	23,150
Average session duration (minutes)	1:48	1:43
Average page views per visit	2.1	2.14
Device Category		
• Desktop	49.45%	51.17%
• Mobile	43.58%	43.04%

Devonport City Council Website Statistics	May 2020	June 2020
• Tablet	6.97%	5.49%
Top 10 Pages	<ol style="list-style-type: none"> 1. Contact us 2. Live/your community/cemeteries/cemetery search 3. Building-development/planning/advertised planning permit applications 4. Live/residents/rubbish-waste-recycling/waste transfer station 5. Meeting-the-challenge-of-covid-19 6. Contact us/how to contact us 7. Council/forms-and-payments 8. council-reintroduces-paid-parking-on-street-meters-from-Monday 9. Council/get involved/employment opportunities 10. live/facilities-services/walks-trails-bike-tracks 	<ol style="list-style-type: none"> 1. Contact us 2. Live/your community/cemeteries/cemetery search 3. Building-development/planning/advertised planning permit applications 4. Contact us/how to contact us 5. Live/residents/rubbish-waste-recycling/waste transfer station 6. Council/get involved/employment opportunities 7. Council/forms-and-payments 8. council/council-meetings 9. live/residents/parking-roads-transport/parking-in-devonport 10. live/facilities-services/walks-trails-bike-tracks

1.5.2. Community Consultations

Council's online engagement platform www.speakupdevonport.com.au is utilised for all of Council's community consultations.

The draft Devonport General Cemetery Master Plan 2021-2031 was available for public comment from 26 May 2020 to 26 June 2020 inclusive. This was the second time the Council sought community feedback on this plan. Twenty responses were received, and have been detailed in a separate report to Council at the July meeting.

The draft Stormwater Asset Management Plan was also available for public comment from 26 May 2020 to 26 June 2020. The Plan was viewed 238 times on the Speakup Devonport platform, but no submissions were made. In addition, the draft Devonport Local Provisions Schedule (LPS) was on public exhibition for comment from Monday 23 March 2020 until Monday 25 May 2020.

1.5.3. Social Media

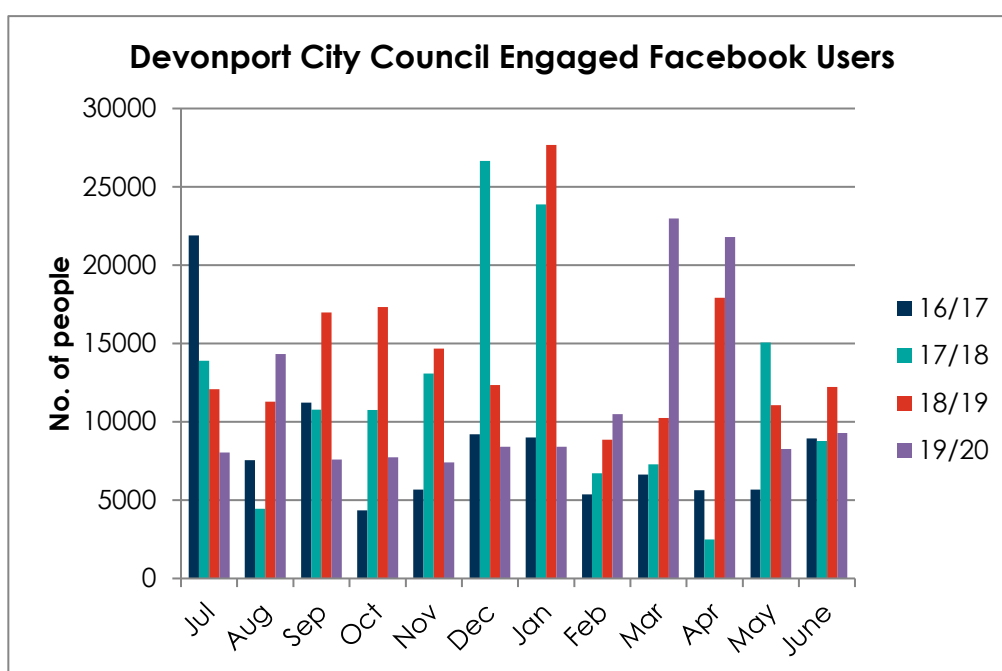
Council currently utilises both Twitter and Facebook as social media tools to engage with the community and local media.

Council currently operates ten (10) Facebook pages (Devonport City Council, Devonport Food & Wine Festival, Devonport Jazz, Devonport Events, Bass Strait Maritime Centre, paranapple arts centre (available via Devonport Entertainment & Convention Centre), Living+Learning Devonport, Devonport Regional Gallery, Devonport Recreation and Diamonds of Devonport. Each

represent a targeted marketing opportunity, with content planned specific to each page's audience.

The Devonport City Council Corporate Facebook page is well utilised by the community, with high engagement regarding capital works projects, events, weather events, Council decisions, community initiatives and road works. The community can use the page to ask questions of Council and find out what is happening in Devonport. Key questions or matters raised by the public are generally around Council's services, opening times and reports of community infrastructure needing repairs. Activity remains at its highest between 6:00pm and 9:00pm.

DCC Facebook Page Statistics	May 2020	June 2020
Facebook Followers: Number of Facebook users who 'like' the DCC Facebook page at the end of each period.	8,878 TY (7,819 LY) +12.2%	8,904 TY (7,878 LY) +13%
Facebook Reach: Number of Facebook users who have seen content associated with the page during the period (individual users can be 'reached' numerous times per month).	86,169 TY (109,883 LY) -21.6%	73,354 TY (113,597 LY) -35.4%
Facebook Engaged Users: Unique number of people who actively engaged with the page by liking, commenting, sharing or clicking on posts on the page during the period.	8,266 TY (11,051 LY) -25.2%	9,281TY (12,211 LY) -24.0%



During May and June, the top 10 page posts each month in terms of audience reach were:

May 2020	June 2020
1. Playgrounds to Reopen, 15/5/2020, 11.9K	1. Car park fees reintroduced from Monday, 12/6/2020, 12.5K
2. Wear Orange Wednesday, 15/5/2020, 6.1K	2. Sunset over Don Heads, 24/6/2020, 5.4K
3. Council reintroduces paid parking on street meters, 21/05/2020, 5.4K	3. Tip Shop to remain closed, 3/6/2020, 5K
4. Kelsey Tier Reserve Reopened, 11/5/2020, 4.8K	4. Immediate relief for people in crisis, 29/6/2020, 4.5K
	5. Thank you to Don College students, 15/6/2020, 3.9K

May 2020	June 2020
5. Back Beach Landing Reopens, 8/5/2020, 4.7K	6. Bluff playground remedial work to be undertaken, 15/6/2020, 2.8K
6. Council Reserves Remain Closed, 8/5/2020, 4.1K	7. Riding of motorbikes prohibited, 16/6/2020, 2.8K
7. Don Track to remain open, 5/5/2020, 4.1K	8. Council waives six months of rent for community and sporting groups, 4/6/2020, 2.7K
8. Limited access to National Parks and Reserves, 8/5/2020, 3.9K	9. National Families Week recipe book, 9/6/2020, 2.5K
9. Pensioner parking permits extended, 22/5/2020, 3.5K	10. The latest information regarding Splash, 23/6/2020 2.5K
10. Additional North-West Restrictions conclude tomorrow, 2/5/2020, 3.4K	

1.5.4. Publications & Media

During the month of May, Council issued ten media releases, alerts, comment statements and invitations:

- Media Release Council writes off Providore Place debt
- Media Release Kelcey Tier reserve reopened
- Media Release Share your favourite isolation recipe
- Media Release Playgrounds to reopen on Monday
- Media Release Council reintroduces paid parking on street meters from Monday
- Media Release Public comment sought on Devonport General Cemetery Masterplan
- Media Release Stormwater Asset Management Plan open for community input
- Media Release New Children's Memorial Pavilion a 'special place'
- Media Comment Bass Strait Maritime Centre Path
- Media Comment In relation to reopening of playgrounds

During the month of June Council issued six media releases, alerts, comment statements and invitations:

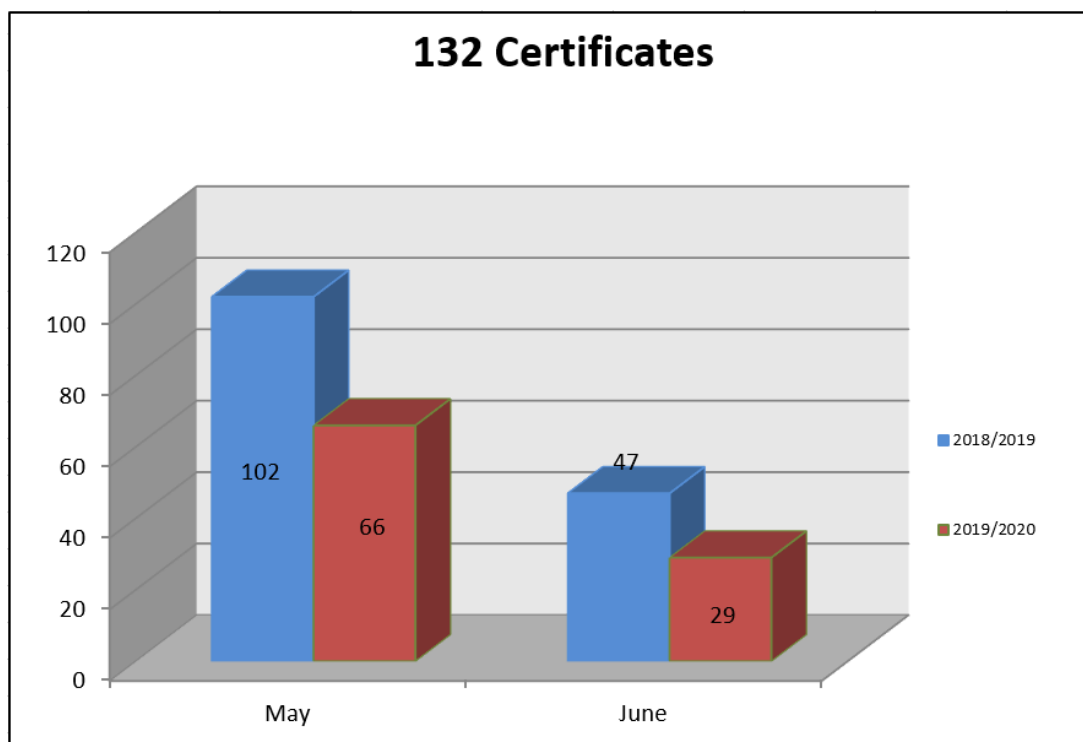
- Media Release Council waives six months of rent for sporting and community groups
- Media Release Council to invest strongly in the community
- Media Release Council seeks EOI for Sports Infrastructure Master Plan Working Group
- Council extends support to local sporting clubs
- Media Budget Briefing by Mayor and General Manager now online
- Media Release More Work undertaken at Miandetta Park

2. CORPORATE SERVICES

2.1. Finance

2.1.1. Certificates

During the months of May and June 2020, the Finance Team issued 95 Section 132 certificates under the *Local Government Act 1993* (Certificate of Liabilities in relation to rates on properties). This information is a good indicator of property sales in the municipality. A comparison to the previous year is shown below. Council received over 50 requests for s132 certificates in June 2020, however a number of requests were not processed until July when the new rates year commenced.



2.1.2. Rate Statistics

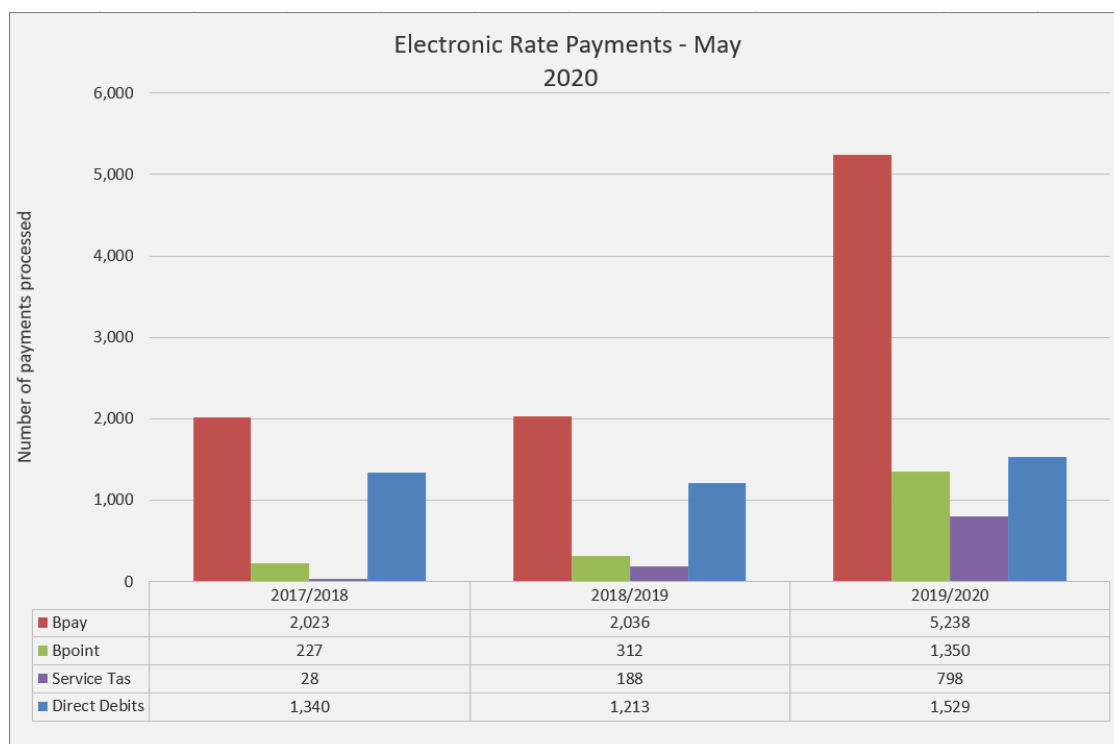
Percentage of Rates Paid*

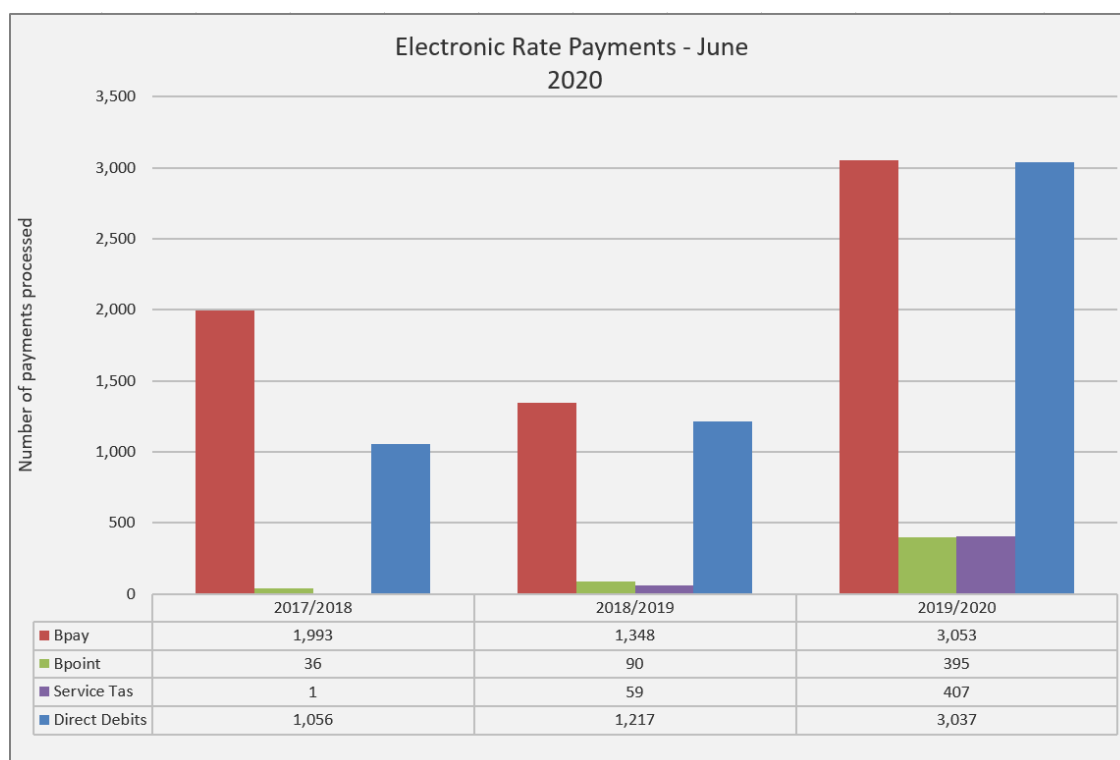
	2017/2018	2018/2019	2019/2020
May	98.53%	98.40%	96.30%
June	99.47%	99.29%	98.99%

***Please note the above statistics include rates paid in advance.**

To date, Council has received one application for assistance from a commercial ratepayer for assistance under the Financial Hardship Assistance Policy.

Number of Electronic Rate Payments Processed





2.2. Parking

2.2.1. Parking Statistics

May

Income – Car Parks (Total)	18/19	19/20	Commentary
May	\$91,188	\$137	Parking in Carparks free for May due to Covid-19

Income from Meters	18/19	19/20	Commentary
May	\$55,947	\$0	Parking on Meters free for May due to Covid-19

Infringements Issued	18/19	19/20	Commentary
May	1244	133	Free parking, only time zones and traffic zones monitored

Income – Multi-level Car Park	18/19	19/20	Commentary
May	\$22,389	\$0	Free parking in Multi-Level

Total Parking Income	18/19	19/20	Commentary
May	\$280,322	\$12,413	Impacted by free parking in May

June

Income – Car Parks (Total)	18/19	19/20	Commentary
June	\$100,372	\$13,671	Fees reinstated 15 June

Income from Meters	18/19	19/20	Commentary
June	\$66,326	\$26,012	Fees reinstated 25 May but Low usage due to Covid-19 restrictions and carparks free until 15 June

Infringements Issued	18/19	19/20	Commentary
June	1,005	555	Low occupancy due to Covid-19 restrictions

Income – Multi-level Car Park	18/19	19/20	Commentary
June	\$19,052	\$3,238	Multi-Level fees reinstated 15 June

Total Parking Income	18/19	19/20	Commentary
June	\$291,263	\$115,109	Impacted by free parking in June

Total parking income YTD	18/19	19/20	Commentary
June	\$2,546,254	\$2,012,697	Free parking from 26 March until 25 May for meters and 15 June for carparks impacted EOFY revenue.

2.3. DCC Website Project

The development of Council's websites concluded with the release of the new paranapple arts centre website in June. The new website can be found at the following link: <https://www.paranappleartscentre.com.au/>

Council's forms continue conversion from PDF to electronic forms. More than 70 forms have been converted to electronic forms to date and development of more is underway. The availability of these forms during the period of COVID-19 and social distancing has delivered convenience to the community allowing easy access to services online. Nearly 1900 individual form submissions have been completed using Council's online electronic forms. Prior to the availability of these forms, most of these transactions would have occurred in person at Council's customer service counters.

2.4. Asset Management System Implementation

The full implementation of the Asset Management system includes, Dynamic Work Orders, Scheduled Maintenance, Inspections, Embedded Mapping and Test Points Configuration. The project has a life span of 15 to 18 months, from commencement and is expected to deliver significant operational and financial benefits.

The project is known as Project Transform. The project commenced on 11 November 2019. During the months of May, June and July Acceptance Testing and End User Training has been underway and progressing according to plan. The project experienced minor delays due to COVID-19 to the Go Live of the Asset Management system implementation which was moved from 6 July to 3 August.

Project Transform required a transition of Procure to Pay to TechnologyOne's Ci Anywhere and a change in the procure-to-pay processes. Employees have been trained and are prepared to use the new system and follow the improved processes from 3 August when the new system is operational.

2.5. Council Report, Agenda and Minute Solution

Council has completed the transition to a new agenda and report writing solution from Harbour Software called Doc Assembler and Docs on Tap.

Employees and Councillors have been trained with the new system being used to produce the reports and agenda for the June Council meeting.

The solution has reduced the agenda creation time for Council officers, permitted the development of reports in SharePoint and removed the complexity of having to manage a locally hosted, complex platform such as the previous solution called InfoCouncil.

COMMUNITY ENGAGEMENT

The information provided above provides details relating to community engagement.

FINANCIAL IMPLICATIONS

Any financial or budgetary implications related to matters discussed in this report will be separately reported to Council.

There is no expected to be any impact on the Council's operating budget as a result of this recommendation.

RISK IMPLICATIONS

Any specific risk implications have been outlined in the commentary above. Any specific risk that becomes an issue for Council would result in a separate report to Council.

CONCLUSION

This report is provided for information purposes only and to allow Council to be updated on matters of interest.

ATTACHMENTS

Nil

RECOMMENDATION

That Council the Governance and Finance report be received and noted.

6.5 COMMUNITY SERVICES REPORT - MAY AND JUNE 2020

Author: **Karen Hampton, Community Services Manager**

Endorser: **Jeffrey Griffith, Deputy General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 5.4.1 Provide timely, efficient, consistent services which are aligned with and meet customer needs

SUMMARY

This report provides a summary of the activities undertaken in the Community Services Department for the period May and June 2020.

BACKGROUND

This report has previously been provided to the Governance, Finance and Community Services Committee and aims to update the Councillors and community on matters of interest.

Changes to scheduled Section 23 committee meetings, due to the COVID-19 pandemic, has meant this report has been provided to the Ordinary Council Meeting held on 27 July 2020.

STATUTORY REQUIREMENTS

Council is required to comply with the provision of the *Local Government Act 1993* and other legislation. The functional areas of Council covered in this report include:

- Community Services and Engagement
- Recreation and Sports Development
- Events and Marketing
- Environmental Sustainability

DISCUSSION

1. COMMUNITY SERVICES

1.1. Community Services Manager's update

- Meetings with Council's Local Government Professionals' Management Challenge team including organisation of a Mock Challenge;
- Live and Learn Steering Group meetings;
- Festival of Learning planning meetings;
- Attended internal COVID-19 Working Group meetings;
- Preparation of Council's Social Recovery Action Plan and implementation;
- Preparation of COVID-19 Safety plans for Devonport Recreation Centre and East Devonport Recreation Centre (stadium only);
- Meeting regarding the resumption of the 'Square Peg' program with Department of Education;
- Meetings with Belgravia Leisure regarding Splash Aquatic Centre operations;
- Attended meeting regarding membership of Devonport's Headspace consortium;
- Safeguarding Volunteering project meetings with Volunteering Tasmania;
- Meeting with representatives of Rotary Club of Devonport South East regarding potential project;

- Meeting with representative of Rotary Club of Devonport North regarding possible projects;
- Meetings on site at Girdlestone Park regarding COVID-19 clinic;
- Fortnightly attendance at North West Regional Social Recovery Committee meetings

Social Recovery Action Plan update

Following the adoption of the Devonport Social Recovery Action Plan, fortnightly meetings are being held with the Social Recovery Committee to identify critical needs and required resources.

To date, some of the key actions to be undertaken are:

- Representation at North West Regional Recovery Committee meetings;
- Signed up as a contact point for Rapid Relief Team (RRT) – provision of food packages;
- Council's COVID-19 website page continues to remain relevant and updated as required;
- Information from State's Public Information Unit disseminated as required;
- Community Services newsletter distributed on a regular basis to a wide range of Council's distribution lists; and
- List of key community contacts/organisations and health and wellbeing services being developed.

1.2. Events/Programs/Activities

1.2.1. 'Square Peg' Project

Due to COVID-19, the Square Peg program is now being delivered at the Department of Education's SPACE site, until the East Devonport Recreation Centre becomes available. The program is run weekly on a Tuesday afternoon.

1.2.2. Dementia Café

'Reflections Café' has been put on hold due to COVID-19 and the commencement date is unknown at this stage.

1.2.3. National Families Week

With COVID-19 restrictions in place, an online celebration of National Families Week was held. Residents of Devonport were asked to submit their favourite family recipe that had been handed down through the generations or a recipe created by families whilst in isolation. All recipes that were submitted during Families Week have been compiled into a community recipe book which is available for download on Council's website.

1.2.4. Wellness Wednesdays

With the COVID-19 restrictions, a new concept for the community 'Wellness Wednesday' blog posts were developed. The posts have been released every Wednesday with tips and tricks to help keep the community safe and well during this time. Each week a variety of up to date relevant topics were covered to help people know what is available in the community during this period or positive steps people can put in place through COVID restrictions. Council officers produced fourteen editions of Wellness Wednesday, however with the easing of restrictions, it was determined that Council will continue to update the community with a regular newsletter which has been developed.

1.2.5. Seniors Week

Planning is currently underway for Seniors Week (October). With the COVID-19 restrictions, new ways are being considered to engage with the senior community.

1.2.6. R U OK Day

Planning is currently underway for R U OK Day (September 10). With the COVID-19 restrictions and self-isolation that is being experienced by the community, it is important that mental health awareness continues to be highlighted.

1.2.7. Community Services Newsletter

A regular online Community Services newsletter has been developed to communicate a wide variety of information to the community during the COVID-19 pandemic.

The newsletter is being used to disseminate information about:

- COVID-19 Updates;
- Grants available to the Community;
- Available assistance;
- Health programs and initiatives;
- Events;
- Community projects; and
- Updates from across Council.

Past editions can be found on the Council Website: <https://www.devonport.tas.gov.au/live/your-community/community-services/newsletter/> as well as the form to subscribe to the newsletter.

The newsletter proved a popular method of communication, with Council receiving feedback that it was being shared throughout the North West. An added benefit is the reporting that allows Council to see what the Community are most interested in and linking to. To date, the most popular links accessed via the Newsletter in May and June are:

	Title	Website
1 st	COVID-19 Grant Opportunities	Devonport City Council Website
2 nd	Meeting the Challenge of COVID-19	Devonport City Council Website
	COVID-19 Sport and Recreation Grants Program	State Government Communities Website
	Community Rates Remissions	Devonport City Council Website
	Devonport Jazz	Devonport City Council Website
	National Families Recipe Book	Devonport City Council Website
	Fit Fridays	Devonport City Council / Youtube
	Financial Support for Devonport Farmers	Devonport City Council Website
	Devonport General Cemetery Draft Master Plan	Devonport City Council Website



Devonport Community Services Newsletter

1.2.8. Devonport Sister City Relationship

Minamata Hall Coordinator for International Relations has advised that more Koinobori will be sent to Devonport once regular postal services resume. This will add to the 200+ Koinobori received by Devonport since 2018.

1.2.9. Devonport Jazz 2020

Due to COVID-19, Devonport Jazz was cancelled for 2020. However, to replace any public events, a YouTube/Facebook series called "Devonport Jazz In Retrospect" was developed. Select footage from as far back as 2006 is available, so clips of concerts and events are to be shared throughout July. While none of the footage is professionally shot, the series will provide snapshots into festivals of the past, celebrating some of the previous guest performers and special projects. A "Devonport Jazz In Retrospect" YouTube channel will be released on the scheduled week of the festival at the end of July.

Regular contact with the Taskforce volunteers has been maintained via Teams meetings and emails.

**1.2.10. Devonport Food and Wine**

Meetings of the Devonport Food and Wine Working Group are currently in hiatus. Discussions are presently underway within the team as to what opportunities there might be for the festival on digital platforms. Planning is ongoing.

1.2.11. Festival of Learning

Planning is currently underway for the annual Festival of Learning with members of the Living and Learning Steering Group. It is likely that the event will be a combination of online and in-person events during September.

1.2.12. Cradle Coast Market

Council staff attended a briefing for the newly released 'Cradle Coast Market'. This is an online e-commerce platform for local businesses to sell their products and services. The digital storefront presents an extra marketing opportunity for shops and niche businesses to present their product to potential buyers. Vendors on the site will be from the North West, with a view to sell to Tasmanians as well as visitors to the State.



At last, an online shopping portal, developed right here on Tasmania's Cradle Coast.

WELCOME

Welcome to the **Cradle Coast Online Market**, an online e-commerce platform for local businesses to sell their products and services. Our storefront presents an extra marketing opportunity for shops and niche businesses to present their product to potential buyers.



WHO RUNS THE MARKET?

The **Cradle Coast Online Market** is created and operated by two local not-for-profit business organisations, **Business Northwest** and the **Devonport Chamber of Commerce & Industry**. Both have supported local businesses on the Cradle Coast for over 80 years each.

Developed locally by small business for small business the online marketplace offers 24-hour trading, meaning your product has the potential to reach your customers – even while you sleep.

HOW CAN I JOIN?

It's simple: go to cradlecoastmarket.com and choose **VENDOR REGISTRATION**. If you get stuck, we are here to help you.

WHAT DOES IT COST TO SET UP YOUR ONLINE STORE?

It's **FREE**. We don't charge for membership and set up (we'll even help guide you on how to load your products and services onto your **virtual shelves**). The only charges are admin and card fees on each transaction – if you don't make any sales on a day, then you don't pay!

We will be running workshops to assist store holders to connect – keep a lookout on the website for further information

If you have an existing website we can add your listing to cradlecoastmarket.com which will divert internet traffic directly to your own **Store**. Of course, if you'd prefer to transfer your online presence to us and save on hosting fees, we can assist you with that process, too.

HOW DO I LOAD MY PRODUCTS?

Most Point of Sale (POS) systems can produce a data file that we can upload into your **Store**. If you don't have a POS system or are unsure how, we can provide an Excel spreadsheet for you to enter the data for us to import to your **Store**. Alternatively, you can manually enter them through the product interface.

Powered by locals for locals



CAN I SELL MY SERVICES WHAT CAN I SELL?

You can on-sell a **product range**, sell your own **creations, services**, even music CDs or downloads. We can allocate **appointment times** and provide **event ticketing**, too!

SPEAK TO US ABOUT GIFT CARDS!

HOW DO CUSTOMERS FIND MY BUSINESS?

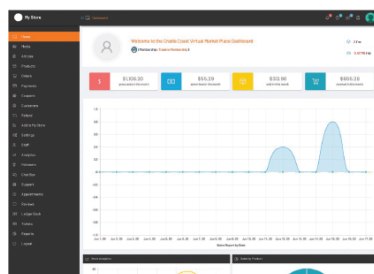
You assign descriptors (we call them tags) to all your products then we promote the site through paid advertising via Google and Facebook and our powerful internal search engine will then give you great visibility to potential shoppers. You can link your products and shop to your own Facebook or Google business listing as well.

cradlecoastmarket.com is ideal for craft people who want to extend their sales outside normal market times.

HOW DO I MANAGE MY BUSINESS PAGE?

Our inbuilt **Store Manager Module** allows you to set up your store page from your own PC, tablet or mobile device and maintain your product list with prices, graphics, delivery fees – even inventory levels!

Orders come straight to your dashboard and you process them by accessing the requested stock before dispatching by post or courier.



You can even receive messages by **chat session** from potential buyers and this will assist with the closing of a sale.

We provide comprehensive visual reporting that details sales revenue, orders, fees, sales mix – even hourly store analytics.



Northwest Tasmania's very own online shopping marketplace!

BROUGHT TO YOU BY



CONTACT CRADLE COAST ONLINE MARKET
www.cradlecoastmarket.com
info@cradlecoastmarket.com

Powered by locals for locals

Cradle Coast Market Flyer

1.2.13. Retail Fitness Analysis

The draft Retail Fitness Analysis Report was presented to Councillors by its author, Brian Walker of the Retail Doctor Group. Discussions are currently underway regarding the presentation of the Report to retailers, and the appropriate next steps.

1.2.14. Visit Devonport Website

A review of the 'Visit Devonport' has been undertaken and updated, delivering more content for the 'Shopping' and 'Eat & Drink' pages.

1.2.15. Devonport Events Strategy

A review is currently underway of Council's Events Strategy 2016-2020, Event Application process, Event Management Guide and associated documents.

1.2.16. Environmental Sustainability

Council's NRM Officer has been:

- Planting over 2,000 native seedlings in eleven sites around the municipality with the assistance of the following groups:

- **The Friends of the Don Reserve (FODR)**

The FODR have been of great assistance with this planting season, helping plant out areas from Coles Beach through to the Don River near Macoma Close.

A total of 50 volunteer hours were provided.

- **Don College**

Two outdoor education classes from Don College assisted coastal plantings at the former Gun Club site and along the eastern banks of the Don River.

A total of 40 volunteer hours were provided.



Winter Planting with Don College Students

- **Devonport Council Staff**

As the volunteer base diminished due to COVID-19, Council staff volunteered to assist with planting. Ten members of staff assisted to help plant trees with eight people involved (20 hours).

- **Tiagarra/Six Rivers**

Dave Gough organised 25 people to assist in planting 300 trees around the Bluff reserve area.

1.3. Community Partnerships

1.3.1. Council and Community Partnerships

Council partners with a diverse range of community-based organisations to achieve shared objectives.

Existing partnership arrangements are included in the table below.

Details	End date and length of agreement	Amount – If Applicable
Carols by Candlelight	2 year Agreement 30 June 2020	\$ 3,500 P/A
City of Devonport Lions Club (Taste the Harvest)	2 year Agreement 29 November 2021	\$ 5,000 P/A
Devonport Brass Band	3 year Agreement 30 June 2021	\$10,000 P/A
Devonport Community House	3 year Agreement 30 June 2022	\$18,000 P/A
Devonport - Cradle Country Marketing Group	Extended to June 2020	\$17,500 P/A
Devonport Men's Shed	3 year agreement June 2022	\$ 8,000 P/A
Devonport Motor Show	5 year Agreement 29 January 2024	\$ 2,500 P/A
Devonport Surf Club	3 year Agreement 1 July 2020	\$ 2,000 P/A
Tasmanian Arboretum	2 year Agreement 1 July 2020 – currently being negotiated	\$22,000 P/A
National Trust of Australia – Home Hill operations	3 year Agreement October 2022	\$28,000 P/A
City of Devonport Eisteddfod	3 year Agreement – 2019 - 2021	\$10,000 P/A
Youth and Family & Community Connections	5 year Agreement 29 Jan 2024	Rental agreement/Youth services - in kind funding

1.4. Recreation, Health and Wellbeing

1.4.1. COVID-19 Testing Clinic – Girdlestone Park and East Devonport Recreation and Function Centre

The COVID-19 testing clinic remains operational at the East Devonport Recreation Centre Community Rooms. Council is negotiating with Department of State Health to allow sporting clubs usage of the stadium end of the facility, commencing mid-late July.

Department of State Health has granted the East Devonport Football Club access to Girdlestone Park for training and roster games.

1.4.2. Grants Update

Meercroft Park Facilities Upgrade

The tender for this project has been awarded to Meadcon with work to commence early July 2020.

Girdlestone Park, East Devonport Football Club Female Changerooms

This tender has been awarded to AJM Construction with construction planned to commence in late July 2020.

Devonport Oval, Devonport Football Club Changerooms Redevelopment

An architect has been engaged to prepare final plans for development approvals and the tendering process. The tendering period is planned for August, construction to commence October with expected completion June 2021.

1.4.3. Major Sporting events held in May and June 2020

No events held in May/June due to COVID-19.

1.4.4. Upcoming Major Sporting events in July 2020

Sporting Event	Dates 2020	Venue
BTAS School Holidays clinic	16 & 17 July	Stadium DRC
Van Diemen Rollers, game	25 July	Stadium DRC
Futsal, School Championships	27 & 28 July	Stadium & YC DRC

1.4.5. Health and Wellbeing Programs

Some health and wellbeing seniors programs are scheduled to resume in July at the Devonport Recreation Centre.

1.4.6. Participation Across Community Services Facilities and Events

Sports facilities were closed during May and June 2020 due to COVID-19.

1.4.7. Recreation Facilities Usage

Facilities closed during May and June 2020 due to COVID-19.

COMMUNITY ENGAGEMENT

The information provided above details all community engagement.

FINANCIAL IMPLICATIONS

Any financial or budgetary implication related to matters discussed in this report will be separately reported to Council.

No impact on Council's operating budget is expected as a result of this recommendation.

RISK IMPLICATIONS

There are no risk implications which relate to this report.

CONCLUSION

This report is provided for information purposes only and to allow Council and the community to be updated on matters of interest.

ATTACHMENTS

Nil

RECOMMENDATION

That Council receive and note the Community Services report.

6.6 ARTS AND CONVENTION REPORT - MAY AND JUNE 2020

Author:	Geoff Dobson, Convention and Arts Centre Director
Endorser:	Kym Peebles, Executive Manager People & Finance

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

- Strategy 5.4.1 Provide timely, efficient, consistent services which are aligned with and meet customer needs

SUMMARY

This report provides a summary of the activities undertaken in the Convention and Arts department during the period from 1 May to 30 June, 2020.

BACKGROUND

This report has previously been provided to the Governance, Finance and Community Services Committee and aims to update the Councillors and community on matters of interest.

Changes to scheduled Section 23 committee meetings, due to the Covid-19 pandemic, has meant this report has been provided to the 27 July 2020 Council meeting.

STATUTORY REQUIREMENTS

Council is required to comply with the provision of the *Local Government Act 1993* and other legislation. The functional areas of Council covered in this report include:

Convention and Arts Development

- paranaple convention centre
- paranaple arts centre
- Devonport Regional Gallery
- Town Hall Theatre
- Bass Strait Maritime Museum
- Visitor Information Centre and Tourism

DISCUSSION

1. ARTS AND CULTURAL DEVELOPMENT

1.1. Convention & Arts Centre Director update

- Staff have mainly worked from home, remotely, throughout the COVID-19 pandemic Stage 1 and Stage 2 Tasmanian Government Restrictions.
- Continued participation in Local Government Management Challenge; and
- Participated in various Victorian Association of Performing Arts Centres (VAPAC) COVID-19 pandemic industry forums.

1.2. Devonport Regional Gallery

- 1.2.1. The Devonport Regional Gallery was temporarily closed to the public on Tuesday 24 March, because of the COVID-19 pandemic. Since that time, Gallery staff have been working on collection management and social media activities to maintain audience engagement with the Gallery. Creative Learning packs have also been made available to the public, as well as online activities.

Several exhibitions were documented and presented online.

Staff have commenced an audit of the Devonport City's Permanent Collection. The audit involves locating and photographing works and making sure accession numbers have been assigned correctly. Information such as measurements, medium, description as well as the photographs are added to the collection database. Works are also assessed for conservation needs.

Staff undertook webinar training through Australian Museums and Galleries Association in Copyright, Engaging Audiences Online and Digitisation.

Staff curated an exhibition of collection items for the Main gallery in preparation for reopening of the Gallery.

Staff facilitated a visit to the external storage by representatives of the Devonport Sister Cities Committee, Joan Andrews and Alida Beattie. This was their first opportunity see how the Minamata collection is stored.

1.2.2. Gallery Exhibitions

North West Art Circle - Annual Community Art Exhibition & Awards 2020

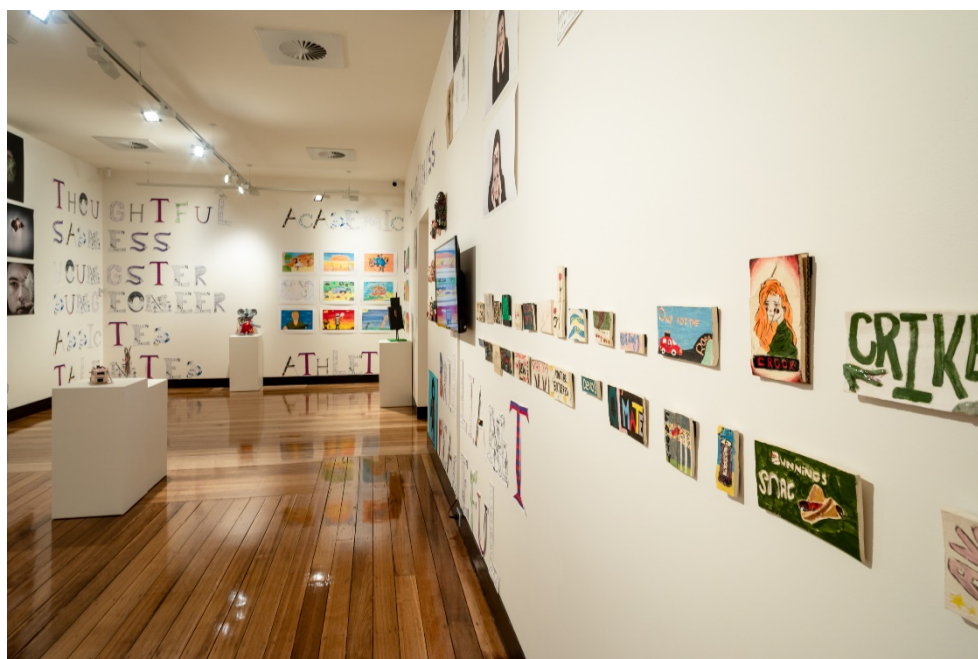
Presented through the Gallery Blog

The NWAC is a group made up of about 60 members from the North West Coast of Tasmania. They share a passion for art and their goal to promote and further develop their arts practice. The exhibition was added to the Gallery's blog and was promoted via the gallery's Facebook and Instagram account. The Gallery accepted votes for the Public Vote Award until 7 May.

This is Us

Presented through the Gallery Blog.

Local young people from Devonport High School, Space for Learning, Reece High School and Don College Devonport have explored Australian cultural identity using imagery and text. The resulting artworks were made in range of media, and investigated personal symbolism and language to communicate self-identity, cultural concerns, attitudes, values and beliefs. The exhibition can be viewed on the Gallery's Blog.



This is Us. Image: Kelly Slater.

Portal

Presented through the Gallery Blog.

Portal is an annual community photographic exhibition with local contributors capturing a glimpse of 2 May in the life of the North West Coast of Tasmania.

Entries were submitted via e-mail by 8 May and the exhibition was presented on the gallery's blog on 20th May.

1.2.3. DRG Committee Update

Friends of the Gallery

May and June Committee meetings were cancelled due to the COVID-19 pandemic.

The Droogs

The Gallery's youth committee, The Droogs, have cancelled meetings and workshops due to the COVID-19 pandemic.

1.2.4. Education and Public Programs

The Creative Learning and Public Programs Officer made workshop programs, such as *Home Is Where the Art Is*, available on-line in lieu of the regular Youth Art, Create and make, Pop-Up toddler and School Holiday Programs. The majority of the programs are inspired by works from the Devonport City's Permanent Collection.

Home Is Where the Art Is Weekly online activities open to the public: running for one – two weeks as dated but available on-going on website.	Clay Carving	30 April – 13 May
	Through the Window	14- 20 May
	Nature's Paintbrushes	21 - 27 May
	Block Painting with Jon Plapp	28 May – 3 June
	Pen & Ink Drawing inspired by Felix Tuszynski	4 – 10 June
	Drawing Details inspired by Tim Burns	11 – 17 June
	Stippled Creatures with Joel Crosswell.	18 - 24 June
	Surreal Landscape Dioramas with Rodney Pople.	25 June – 1 July



Home Is Where The Art Is: Cassandra and Jeremiah



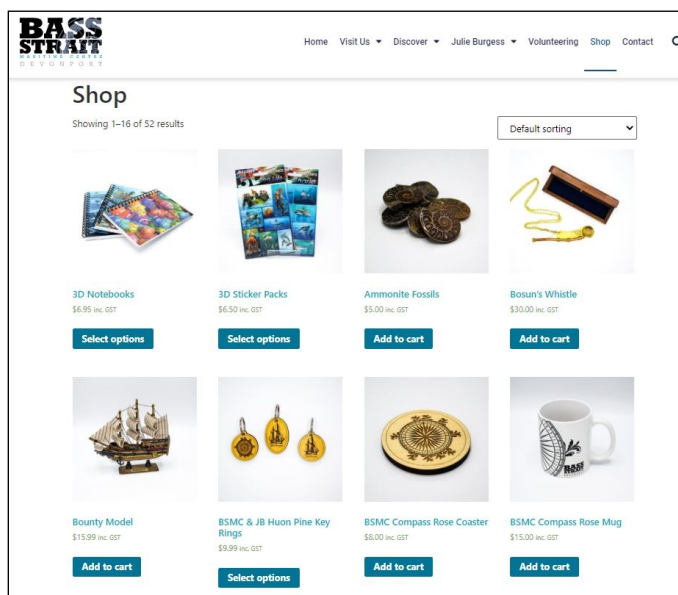
1.3. Bass Strait Maritime Centre

1.3.1. Bass Strait Maritime Centre Update

The Centre has been closed to the public since 24 March 2020. There have been no sailings of the *Julie Burgess* and no public programs. In that time, staff have used social media to engage new and continuing audiences; worked on auditing the collection stored at Lawrence Drive; rehoused and catalogued collection items; and developed an online shop.

Online Shop

The new Bass Strait Maritime Centre website was soft launched in February, with announcements delayed due to the COVID-19 crisis. During this shut down period, staff have developed an additional online shop (<https://www.bassstraitmaritimecentre.com.au/shop/>) to facilitate sales and reach. The shop is now live on the website.



Collection Management and Auditing

Staff have completed auditing the Lawrence Drive storage to ensure that location data on the collection is correct. There is also an audit underway on paper and electronic records for input into the PastPerfect database. Auditing the objects held in the Annexe will commence as soon as possible.



Richmond Collection

During the Lawrence Drive audit, the condition and storage of the Richmond Collection was noted for improvement. This collection is printed ephemera from the printers C. L. Richmond and Sons Pty Ltd. Once the audit was complete, staff began to rehouse the collection into archival standard albums

and boxes which will save space and keep the materials flat and well protected. This project is 50% complete.

Digitising Historical Archives

Staff have begun the systematic digitisation process that will save a great deal of time in the future and will make information from the archives easily deliverable. Over 3,000 pages of archival material are now digitised and processed, ready for access.

Social Media

Macro Mondays photography and videos project has a current reach of 28,586 on Facebook and 9,423 on Twitter, with more to come as staff move to explore objects in storage, starting in a few weeks. The Grand Hotel Stained Glass Window was particularly popular with almost 2,000 views on Facebook. Regular guest posts from volunteers are also being posted to spark interest in volunteering at the museum when it reopens and to explore the history of buildings and events in Devonport. A recent post on The Ritz by volunteers Leah Johnson and Stephen Hiller reached 4,324 people. Regular history posts and Saturday natural history photographs by volunteer Greg Close have also reached high numbers of people.

1.3.2. Current and Upcoming Exhibitions Calendar

The exhibition calendar for the remainder of 2020 and into 2021 has been reworked to account for the COVID-19 shutdown period. Staff have sought and received permission to extend the Cats and Dogs All at Sea exhibition from the Australian National Maritime Museum.

Cats and Dogs, All at Sea (Travelling exhibition from Australian National Maritime Museum)

February – September 2020

Strata: Metals, Minerals, and Mining along the Strait

November 2020 – June 2021

1.3.3. Education and Public Programming

Due to the COVID-19 shutdown, no public programs or education programs have been run in May or June. Public programming will not resume until the lifting of Stage 3 restrictions.

1.3.4. Julie Burgess

Staff are preparing a handover of the *Julie Burgess*, to a new operator.

1.4. Town Hall Theatre

1.4.1. Theatre Performances and Events

The Town Hall Theatre was closed between 1 May to 30 June 2020 due to the Covid-19 pandemic.

1.5. Participation Across Arts and Cultural Development Facilities

Levels of participation are a determinant of an inclusive, strong and robust community. Council monitors the level of participation to capture trends and demand for services, usage of existing services, opportunities to increase participation and customer satisfaction.

The paranple arts centre and Bass Strait Maritime Centre were closed to the public between 1 May to 30 June, 2020.

1.6. paranapple convention centre

1.6.1. Meetings at paranapple convention centre

The paranapple convention centre meeting rooms reopened on Monday 15 June. DCC meeting rooms held 18 events since recommencing with a total attendance of 179 patrons.

COVID-19 directly impacted the business event industry. With restrictions placed on social gatherings, many events could no longer take place and have either been cancelled or postponed.

The COVID shutdown allowed the team to carry out maintenance and cleaning along with marketing and event software projects that were previously placed on hold to focus on daily conferences and events.

Slowly we have commenced the recovery process and look forward to welcoming back State and National conferences and events.

1.7. Tourism

1.7.1. Tourism Development Strategy

Participating in regular video conferences with the TVIN (Tasmanian Visitor Information Network), staff from the paranapple arts centre continue to workshop future operations for centres and create action plans to assist with the upcoming tourist season.

1.7.2. Cradle Country Marketing Group (CCMG)

This will cease on the 30 June 2020.

1.7.3. Regional Tourism Organisation (RTO)

Continuing to work closely with the RTO, West x North West, the paranapple arts centre receive updates and join in with online seminars regarding the region and current situations.

COMMUNITY ENGAGEMENT

The information provided above details all community engagement.

FINANCIAL IMPLICATIONS

Any financial or budgetary implication related to matters discussed in this report will be separately reported to Council. There is not expected to be any impact on the Council's operating budget as a result of this recommendation.

RISK IMPLICATIONS

There are no risk implications which relate to this report.

CONCLUSION

This report is provided for information purposes only and to allow Council and the community to be updated on matters of interest.

ATTACHMENTS

Nil

RECOMMENDATION

That Council receive and note the Art and Convention report.

6.7 UNCONFIRMED MINUTES - DEVONPORT CITY COUNCIL AUDIT PANEL - 9 JUNE 2020

Author: **Jacqui Surtees, Executive Officer**
Endorser: **Matthew Atkins, General Manager**

RELEVANCE TO COUNCIL'S PLANS & POLICIES

Council's Strategic Plan 2009-2030:

Strategy 5.6.3 Provide internal and external audit functions to review Council's performance

SUMMARY

To report the unconfirmed minutes of the Audit Panel meeting held on 9 June 2020.

BACKGROUND

The Audit Panel is in place to assist Council in fulfilling its oversight responsibilities by providing independent advice and assurance regarding the Council's financial management, risk management, internal control and compliance framework.

In late 2014, Council determined to establish a shared Audit Panel with Central Coast Council.

The Audit Panel of each council comprises two elected members and two independent members. The independent members are appointed jointly by both councils to be shared between each council's Audit Panel.

At the February 2019 Council meeting, it was determined that each audit panel should continue to meet independently, and that the Shared Audit Panel would only meet on an as required basis (Min No 36/19 refers).

STATUTORY REQUIREMENTS

All councils must have Audit Panels that operate in accordance with Part 8 of Division 4 of the *Local Government Act 1993* (the Act) and the *Local Government (Audit Panels) Order 2014*.

DISCUSSION

The unconfirmed minutes of the Devonport City Council Audit Panel meeting held on 9 June 2020 are attached for information.

Items of note discussed at the meeting include:

- representatives from the Tasmanian Audit Office presented the Financial Audit Strategy for 2020;
- the 2020/21 draft budget had been prepared under difficult circumstances and the Chair commended staff on the preparation and noted they had done well under the circumstances;
- an overview of the Council's asset management processes and asset revaluation paper for 2020 was provided by the Executive Manager City Growth;
- the General Manager gave a high-level overview of Council's response to COVID-19, from managing the shut down process and then the plans in place to return to business as usual; and

- the Chair tabled the 2019 Audit Panel Evaluation Report.

COMMUNITY ENGAGEMENT

Community engagement was not required for the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications as a result of this report

RISK IMPLICATIONS

- Political/Governance
The Audit Panel plays a key oversight role in Council's risk management activities providing elected members with an extra level of comfort that the system in place are adequate. Within its charter, the primary objectives of the Audit Panel are to consider whether:
 - the annual financial statements of the Council accurately represent the state of affairs of the Council;
 - the Strategic Plan, Annual Plan, Long Term Financial Management Plan and the Long Term Strategic Asset Management Plans of the Council are integrated and the processes by which, and assumptions under which, those plans were prepared are sound and justified;
 - the accounting, internal control, anti-fraud, anti-corruption and risk management policies, systems and controls that the Council has in relation to safeguarding its long-term financial position are appropriate;
 - the Council is complying with the provisions of the Act and any other relevant legislation;
 - all strategic and business risks affecting the Council are identified and assessed, and the effectiveness of mitigation controls evaluated; and
 - the Council has taken any action in relation to previous recommendations provided by the Audit Panel to the Council.

CONCLUSION

The information contained in the report and the minutes of the Audit Panel meeting held on 9 June 2020 are presented to Council as per the recommendation below.

ATTACHMENTS

1. Unconfirmed Audit Panel Minutes - 9 June 2020 [**6.7.1** - 6 pages]

RECOMMENDATION

That Council receive and note the unconfirmed minutes of the Audit Panel meeting held on 9 June 2020.

DEVONPORT CITY COUNCIL**AUDIT PANEL**

Unconfirmed minutes of meeting held Tuesday 9 June 2020
held via Microsoft Teams commencing at 8:30am

1. Attendance/Apologies**Attendees**

Members	Robert Atkinson (Chair), Stephen Allen, Cr Leon Perry & Cr Leigh Murphy
Officers	Matthew Atkins, Kym Peebles, Jeffrey Griffith, Matt Skirving, Joshua Jackson, Jacqui Surtees
Guests	Jan Lynch & Rick de Santi (Tasmanian Audit Office) Cr Annette Rockliff, Mayor

There were no apologies

The Chair welcomed Jan Lynch and Rick de Santi, representatives from the Tasmanian Audit Office and Mayor Rockliff to the meeting

2. Declarations of Interest

No declarations of interest were declared.

3. Confirmation of Minutes**3.1 Confirmation of Shared Audit Panel Meeting held 30 March 2020**

Moved: L Perry, Seconded: S Allen

"That the Panel accept the minutes as a correct record of the meeting held 30 March 2020."

Carried unanimously

3.2 Business Arising

Covered in the Action Register

4. Reports for Discussion**4.1 Financial Audit Strategy – 30 June 2020**

Rick de Santi provided an overview of the Executive Summary. Items of note include the following:

- The fee has not changed from last year – this is one of the steps taken to minimise the impacts of COVID-19.
- Safety – processes will be in place to manage the safety of staff visiting workplaces in the COVID environment – communication will be provided prior to visits.
- Materiality – basis of calculation based on revenue – no significant change to audit approach
- Internal controls – will be reviewing controls in all areas – cash, payroll, expenditure, revenue and receipts

- Timetable – expected to finish in September but currently reviewing statutory time frames – LGAT have suggested 15 September as a possible finish date but this is yet to be worked through with the Minister and Treasury.
- LIVING CITY – progress will continue to be monitored
- New accounting standards – impact on deferral of government grants. Also, some changes to leases, particularly peppercorn leases below market value.
- Key audit focus – property, plant and equipment, valuation, depreciation and capital expenditure.
- Significant risks – revenue recognition, grants income and accounting treatment of interest rate hedges.
- Audit team – new team leader to be appointed.
- COVID pandemic – other issues for consideration including expected credit losses; will there be a higher incidence of non-collectivity? Also, consideration to the impact of COVID on assets in relation to the changes on the usage, lives, and valuations done by external valuers.
- Annual report – include impacts of COVID in the financials. The auditors will work with Council re disclosures.

The annual audit fee was confirmed as the base level for last year - \$45,720.

JJ noted that he is looking forward to working with the audit team and that a September 15 deadline would be helpful.

Rick de Santi and Jan Lynch left the meeting at 9:02am.

KP noted that extra time for the completion of the audit would be welcome news, and that the impact of accounting standard changes would need to be worked through but does not foresee any major challenges.

4.2 Draft Budget Estimates

The Chair acknowledged that MA had circulated a memo prior to the distribution of the agenda and provided a link to the videos that had previously been shared with councillors.

MA noted the following:

- three versions of the budget had been developed for consideration based on likely scenarios – best case, most likely, and worst case.
- The budget to be presented for adoption is based on version 2 that foresees a gradual return to pre-pandemic levels over 6 months.
- This still results in an operational deficit of \$2.2M. This figure is driven by a \$3M hit to revenue – contributing to this is the notification from TasWater that they will not be paying their dividends for 19/20 and are unlikely to pay any dividends next year.
- The budget aggressively cuts back discretionary expenditure that does not impact the community and \$500K has been taken from asset maintenance, and a wage freeze has been factored in.

- The Capital budget is still a large program aimed to stimulate the community, but it is \$3.7M less than planned to assist with cashflow
- 5 Year Capital program & LTFP – have taken the view that it will be better to update once the financial statements have been completed and then they will assist to inform the 21/22 budget process.
- Annual plan and budget estimates planning to go to Council on 22 June.

SA questioned if TasWater not paying their dividends was a certainty – MA advised that it is the most likely scenario.

SA also queried if the budget is forecasting a volume increase in rates – MA confirmed that is correct, through supplementary rates from new properties that have recently come online.

SA queried if works are being carried out by local contractors – MA confirmed for civil and building works Council uses 3 or 4 local companies, and the LIVING CITY Waterfront Park is being constructed by VOS which provides a real boost to the local economy.

The Chair noted that COVID does not seem to have had any impact on reduced employment costs and looking forward to 2021 it appears that staff numbers are retained throughout the period. MA confirmed the element that has been reduced is the positions that are flexible – contract labour and casual positions during this financial year, but there is some casual labour included in the budget for next year due to the expected reopening of facilities.

RA also queried if the investment in IT areas is flowing through to staff efficiencies – JG confirmed there has been a big transformation over the last few years, for example, the implementation of Project Transform to assist in managing asset life cycle. RA suggested this be included as an agenda item for later in the year and that the presentation expand on investment vs benefits, to ensure the efficiencies intended are being captured.

Action – include IT investment analysis as future agenda item

The Chair noted that he has watched the budget videos and commended staff on the preparation and noted they had done extremely well.

Cr Murphy confirmed the approach was done well, however he noted the last meeting where councillors came together to discuss the way forward was difficult in the virtual format; had face to face meetings been allowed it may have been easier to have more effective conversations, otherwise it was a good process.

Cr Perry noted that the incremental release of information over a 5-day period worked well, the dissemination of information was functional, and councillors were able to make their own notes and raise issues as required through a central file.

4.3 Draft Annual Plan

The Chair noted that the Draft Annual Plan circulated separately to the agenda is still a work in progress and requires additional proof reading and cross referencing to ensure the figures quoted in reports and messages are consistent. SA queried how the cash balance was expected to build up over the coming years – KP confirmed that it is driven by the timing of capital grants which often do not come

into until after the capital work is complete. Assumptions have also been made on the renewal percentages to be undertaken for capital works, which will maintain cash balances for future years of the plan.

SA also queried if there were any 'sacred cows' in the plan? MA noted that the proposed actions are funded within the budget and there are no bold new initiatives other than the development of a Sport and Recreation Master Plan.

Cr Murphy left the meeting at 9:36am.

The Chair noted difficulty in reconciling plant and equipment – KP noted that the balancing item would be WIP and relates to items not yet capitalised.

The Chair also queried if there have been any thoughts regarding assets that are not core to Council business? MA confirmed there are smaller properties on the market at the moment, for example, the old Visitor Information Centre. He noted that with other buildings such as Harris Scarfe there are always options, but if there is a good lease in place there may be little point in moving it on. However, if there are cash concerns it is always an option. RA noted that the risk needs to be balanced and noted that it was raised in broad context of something that needs to be well managed.

Members confirmed they were confident with content and the process in developing the Annual Plan.

4.4 Asset Revaluation Paper 2020

The Chair noted this has been tabled at the request of the Panel, The external auditor does put some emphasis on the process behind it and therefore the Panel is looking for a level of comfort around those processes.

MA introduced Matt Skirving to the Panel. MS has been with Council for two months and has responsibility for Infrastructure and Works and picks up Economic Development and LIVING CITY. MS gave an overview of the Asset Revaluation Paper and elaborated on Council's cyclical approach. He noted there is likely to be more standardisation in the future due to Local Government Act reforms.

SA noted that the overview was explained very well. He queried if the AV and AVM methodology will comply with the accounting standards? MS confirmed that they would, and there may be more explicit methods and better direction around indexes to be adopted.

4.5 Asset Management Overview

MS gave an overview of Council's Asset Management processes.

The Chair noted as a broad-based comment, that he has comfort that Council is managing its assets well. This gives a high degree of confidence that technology does combine to give a long-term benefit in terms of forward planning – the savings might not be there on day one, but it will be better managed and more cost efficient over the longer term. JG noted the level of investment being made in IT, less than 5% would be technology, most is change management; Council is leveraging the technology that we already have. The Chair noted that may indicate it is being underutilised.

4.6 DCC's response to COVID-19

MA gave a high-level overview. We are starting to come out the other side – health impacts not as bad as were planned for, with only 2 employees and/or their families being infected. There were approximately a dozen staff who were required to isolate for a period but that did not have a significant impact on business. The shutdown occurred in a controlled manner; there were approximately 65 people working from home – which sees payback for some of the investments we have made in IT. The transition was very smooth, and customer service could continue to do business from home. For the outdoor workforce, separation measures were put in place and worked well. There has also been a good take-up of technology from within the community – 65 online forms have been developed over the last few months and the community members are using those.

Revenue has been impacted re TasWater and parking fees, but Council has controlled costs as much as possible by:

- cutting back on casual labour working at facilities that are not open;
- staff secondments to other areas of Council
- employees working for the State Government;
- no recruitment;
- draw down of leave balances; and
- reviewed existing contracts.

Now we are in the process of unwinding and returning to business as usual (BAU), and we are required to have pandemic plans in place across all facilities by 15 June in order to reopen. There are still questions over when the theatre and conference centre will reopen, and whether events such as New Year's Eve will be held, and these situations are being monitored. JG has been leading the emergency response team. JG confirmed Council is intending a staged lifting of restriction in accordance with State guidelines. Detailed plans are being developed for all facilities that align to those stages, including operational matters such as hygiene, cleaning and distancing etc.

The Chair noted he believes Council needs to be aggressive to take steps back towards normality.

4.7 Draft 2020 Audit Panel Work Plan

The Chair noted there are some aspects that will require discussion with Central Coast, including timing issues, sources and responsibility. SA suggested he was comfortable with the approach and format. MA agreed the approach seemed fine.

Action – Finalise workplan in conjunction with Central Coast Council

4.8 2019 Audit Panel Evaluation Report

The Chair tabled the Evaluation Report and noted there are 8 recommendations to be tabled at a future Council meeting.

Cr Perry noted that the name of 'Lynn Hazelwood' was incorrect and should be Lynn Laycock.

Action – Name to be amended by the Chair and the Report redistributed

5. Reports for Information

5.1 Risk Management

The Panel reviewed the potential insurance claims.

5.2 Major Projects

MA noted that progress is continuing on the Waterfront Park development; there have been no delays due to COVID. The Chair noted that seeing progress and activity in the centre of town during this time had been encouraging.

5.3 Finance Report – April 2020

The Chair raised the following queries:

- How are cash investments distributed across different categories of banking institutions? JJ and KP confirmed that Council has invested surplus cash in accordance with the Investment Policy as at the end of April.
- What has contributed to the loss of disposal of assets of more than \$1M? Stormwater, urban roads and sports grounds contribute to this – the roads are being resurfaced before they are written off.
- Should there be more reporting based on activity units? KP confirmed that all the cost centre accounts are provided to managers and if there was something of note, we would expect that to come through the commentary of the condensed report.

Action – Provide additional feedback re cost centre accounts at a future meeting

- Some of the notes tend to be less than fully explanatory regarding variations – JJ noted that in accordance with internal practices the criteria for reporting variances is 10% or \$3,000 per month, which Council has complied with.

Action – Ensure appropriate commentary is provided

MA noted the Long Term Financial Plan – COVID has driven the delay in the preparation of this, but believes that doing it later in the year has some merits – it is usually adopted with the Annual Plan, but if prepared later in the year it will inform the budget process for the following year. The Chair noted he does not have an issue with that mindset in the current environment.

In closing, the Chair thanked Mayor Rockliff for her time and encouraged her to join in future meetings to understand the scope of the Audit Panel and noted that she was welcome to make any points throughout future meetings. He also noted that the meeting went overtime, but the discussion was particularly valuable.

Meeting closed: 11:00am

Next meeting: TBC

7 SECTION 23 COMMITTEES

No Section 23 Committee meetings have been held since the last Council meeting.

8 CLOSED SESSION

RECOMMENDATION

That in accordance with Regulation 15 of the *Local Government (Meeting Procedures) Regulations 2015*, the following be dealt with in Closed Session.

Item No	Matter	Local Government (Meeting Procedures) Regulations 2015 Reference
8.1	Confirmation of Closed Minutes – Council Meeting – 22 June 2020 and Special Closed Meeting – 20 July 2020	15(2)(g)
8.2	Application for Leave of Absence	15(2)(h)
8.3	Unconfirmed Minutes – Joint Authorities	15(2)(g)
8.4	Outstanding Debtors – 90 Days and Over	15(2)(j)
8.5	Outstanding Rates Debtors – Three Years and Over	15(2)(j)
8.6	17 Fenton Way – Lease Agreement	15(2)(c)
8.7	2019 Audit Panel Evaluation Report	15(2)(g)

9 CLOSURE