

COUNCIL AGENDA

**COUNCIL MEETING
THURSDAY 23 MARCH 2023
1.00PM**

Notice is hereby given that the Ordinary Meeting of the City of Launceston Council will be held at the Council Chambers, Town Hall, St John Street, Launceston:

Date: 23 March 2023

Time: 1.00pm

Certificate of Qualified Advice

Background

To comply with section 65 of the *Local Government Act 1993* (Tas):

1. A general manager must ensure that any advice, information or recommendation given to the council or a council committee is given by a person who has the qualifications or experience necessary to give such advice, information or recommendation.
2. A council or council committee is not to decide on any matter which requires the advice of a qualified person without considering such advice unless -
 - (a) the general manager certifies, in writing -
 - (i) that such advice was obtained; and
 - (ii) the general manager took the advice into account in providing general advice to the council or council committee; and
 - (b) a copy of that advice or, if the advice was given orally, a written transcript or summary of that advice is provided to the council or council committee with the general manager's certificate.

Certification

I certify that:

- (i) the advice of a qualified person has been sought where required;
- (ii) this advice was taken into account in providing general advice to the council or council committee; and
- (iii) a copy of the advice, or a written transcript or summary of advice provided orally, is included with the agenda item.



**Michael Stretton
Chief Executive Officer**

AUDIO of COUNCIL MEETINGS

An audio recording of this Council Meeting, except for any part held in Closed Session, will be made in accordance with our Council Meetings - Audio Recording Policy - 14-Plx-008.

This Council Meeting will be streamed live to and can be accessed at:
www.launceston.tas.gov.au/Council/Meetings/Listen.

PUBLIC ATTENDANCE AT THE COUNCIL MEETING

At the Council Meeting, please take care to follow signage and the directions of Council Officers to ensure that physical distancing and other COVID-19 safe behaviour is observed.

PUBLIC QUESTION TIME - AGENDA ITEM 8

A limit of three questions received in writing by Wednesday of the week prior to the Council Meeting are treated as Questions on Notice. Your question and an answer will be published in the Agenda of the Council Meeting. Questions may be submitted to the Chief Executive Officer at contactus@launceston.tas.gov.au, PO Box 396, Launceston TAS 7250, or Town Hall, St John Street, Launceston.

If attending the Council Meeting in person, you may ask up to three questions during Public Question Time. If accepted, your questions will be either answered at the Meeting, or Taken on Notice and answered at a later Council Meeting.

PUBLIC COMMENT ON AGENDA ITEMS

When attending the Council Meeting, you will be asked if you wish to comment on an item in the Agenda. Prior to debate on that Agenda Item, you will be invited by the Chair to move to the public microphone at the doors to the Council Chambers and state your name and address.

Please note the following important information:

- Each item on the Agenda includes a Recommendation prepared by a Council Officer.
- You may speak for up to two minutes, either for or against the Recommendation.
- You may not ask questions or enter into debate with Councillors or Council Officers.
- Your statement is not to be defamatory, inappropriate or abusive, or be intended to embarrass any person, including Councillors or Council Officers.
- The Chair may direct you to stop speaking if you do not follow these rules, or if your statement repeats points that have already been made.
- Audio from our Council Meetings is streamed live via YouTube.

Your respectful contribution is welcome and appreciated.

LEGISLATIVE TERMINOLOGY - GENERAL MANAGER

At the City of Launceston, the positions of General Manager Community and Place, General Manager Organisational Services, General Manager Infrastructure and Assets and General Manager Creative Arts and Cultural Services do not assume the functions and powers of the term *general manager* in a legislative sense: any legislative functions and powers to be delegated to these roles will be made by Council or the Chief Executive Officer. At the City of Launceston, the title Chief Executive Officer is a term of reference for the General Manager as appointed by Council pursuant to section 61 of the *Local Government Act 1993* (Tas). For the avoidance of doubt, *Chief Executive Officer* means *General Manager* for the purposes of the *Local Government Act 1993* (Tas) and all other legislation administered by or concerning Council.

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1. OPENING OF MEETING - ATTENDANCE AND APOLOGIES

2. MAYORAL ACKNOWLEDGEMENTS

3. DECLARATIONS OF INTEREST

Local Government Act 1993 (Tas) - section 48

(A councillor must declare any interest that the councillor has in a matter before any discussion on that matter commences).

4. CONFIRMATION OF MINUTES

Local Government (Meeting Procedures) Regulations 2015 - Regulation 35(1)(b)

RECOMMENDATION:

That the Minutes of the Ordinary Meeting of the City of Launceston Council held on 9 March 2023 be confirmed as a true and correct record.

5. COUNCIL WORKSHOPS

Local Government (Meeting Procedures) Regulations 2015 - Regulation 8(2)(c)

5.1. Council Workshop Report - 9 and 16 March 2023

FILE NO: SF4401

AUTHOR: Anthea Rooney (Council and Committees Officer)

GENERAL MANAGER APPROVAL: Louise Foster (Organisational Services Network)

DECISION STATEMENT:

To consider Council Workshops conducted since the last Council Meeting.

RELEVANT LEGISLATION:

Local Government (Meeting Procedures) Regulations 2015 - Regulation 8(2)(c)

RECOMMENDATION:

That Council, pursuant to Regulation 8(2)(c) of the *Local Government (Meeting Procedures) Regulations 2015*, notes the Council Workshops conducted and attended since the last Council Meeting, for the purposes described:

1. pre-Council Workshop conducted on 9 March 2023:

Alanvale Development Plan

Councillors will discuss the current opportunities being explored for development in the Alanvale area.

In Attendance: Mayor Councillor D C Gibson, Deputy Mayor Councillor M K Garwood, Councillor D H McKenzie, Councillor A E Dawkins, Councillor T G Walker, Councillor Dr G Razay, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton.

Apologies: Councillor A G Harris

2. Workshop conducted on 16 March 2023:

Bell Bay Advance Manufacturing Zone

Councillors received an update on the activities of the Bell Bay Advanced Manufacturing Zone.

Homes Tasmania.

Councillors received a briefing from Richard Gilmore.

Gorge Chairlift Refurbishment

Councillors were provided with a briefing on the proposed refurbishment of the Gorge Chairlift.

Stormwater Management

Councillors received an overview of stormwater management actions and discussed the Draft Stormwater Management for Development Policy and the proposed implementation plan.

Emergency Management and Flood Risk

Councillors were provided with an update for information on flood risk and emergency management.

Northern Tasmania Cricket Association Precinct Governance

Councillors received a presentation on the proposed revised governance arrangements for the Northern Tasmania Cricket Association.

In Attendance: Mayor Councillor D C Gibson, Deputy Mayor Councillor M K Garwood, Councillor D H McKenzie, Councillor A E Dawkins, Councillor T G Walker, Councillor Dr G Razay, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton.

Apologies: Councillor A G Harris

REPORT:

Regulation 8(2)(c) of the *Local Government (Meeting Procedures) Regulations 2015* says that the Agenda of an Ordinary Council Meeting is to include the date and purpose of any Council Workshops held since the last Meeting.

Attendance is recorded for noting and reporting in the Council's Annual Report.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

2. To fairly and equitably discharge our statutory and governance obligations.

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

Nil

6. COUNCILLORS' LEAVE OF ABSENCE APPLICATIONS

No Councillors' Leave of Absence Applications have been identified as part of this Agenda.

7. COMMUNITY REPORTS

(Community Reports allow an opportunity for Community Groups to provide Council with a three minute verbal presentation detailing activities of the group. This report is not intended to be used as the time to speak on Agenda Items; that opportunity exists when that Agenda Item is about to be considered. Speakers are not to request funding or ask questions of Council. Printed documentation may be left for Councillors).

7.1. Kaye Dowling - Friends of the Queen Victoria Museum and Art Gallery

FILE NO: SF6368

AUTHOR: Anthea Rooney (Council and Committees Officer)

CHIEF EXECUTIVE OFFICER APPROVAL: Michael Stretton

SUMMARY OF PRESENTATION

Kaye will provide Council with information on the Queen Victoria Museum and Art Gallery (QVMAG) Friends which is one of the QVMAG's support groups. For over 30 years, using Friends' funds and volunteer energy, the group has worked to: support the development and care of the QVMAG's unique collections; support activities and projects which enhance the visitor experience at the QVMAG; engage the members and general community in the diverse activities of the QVMAG and provide an independent community voice to advocate for the future of the QVMAG.

8. PUBLIC QUESTION TIME

Local Government (Meeting Procedures) Regulations 2015 - Regulation 31

8.1. Public Questions on Notice

Local Government (Meeting Procedures) Regulations 2015 - Regulation 31(1)

8.1.1. Public Questions on Notice - Kirsten Ritchie (Strike It Out) - Homelessness Concerns

FILE NO: SF6381

AUTHOR: Anthea Rooney (Council and Committees Officer)

CHIEF EXECUTIVE OFFICER: Michael Stretton

QUESTIONS AND RESPONSES:

The following questions, asked at the Council Meeting on 9 March 2023 by Kirsten Ritchie, have been answered by Dan Ryan (General Manager Community and Place Network).

Questions:

[With regard to the provision of safe places for homeless within the community]

1. What is the answer to this situation that keeps reoccurring week after week?
2. Where do I tell people to go, that is a safe space (for single parents and children and those in desperate need of help) where their belongings will not be destroyed or stolen?
3. Can the City of Launceston help us, or know someone that can?

Response:

There is no single answer to the issue of homelessness in Launceston due to the variety of issues that contribute to this problem. Many of these issues lie outside the standard remit of local councils, however, the City of Launceston is committed to exploring actions to ease the burden of those experiencing homelessness in Launceston.

Currently, support service organisations such as St Vincent de Paul, the Salvation Army, Launceston City Mission, Shekinah House, the Launceston Benevolent Society, Headspace and others provide a wide range of assistance to the homeless community in Northern Tasmania. This support includes food parcels, financial assistance, employment assistance, family and domestic violence support, clothing, outreach trailers, emergency transport and advocacy.

Whilst the responsibility for the provision of public housing and mental health services rests with the State Government, the City of Launceston acknowledges that it also has a role to play in assisting with the facilitation of positive outcomes for this community and is doing this in a collaborative manner through engagement with service providers, State Government, Tasmanian Police and community through the Homelessness Advisory Committee.

The City of Launceston will continue to work with Strike It Out to explore suitable options for placement of the sleep pod trailer. Through the provision of portable toilets, waste removal and cleaning services and the facilitation of community partnerships such as the activation of shower facilities at the previous YMCA site, the City of Launceston will continue to play a constructive role in supporting the homeless community.

8.1.2. Public Questions on Notice - Rafael Molina (President -Tamar Bicycle Users Group) - Bike Fest - 13 March 2023

FILE NO: SF6381

AUTHOR: Anthea Rooney (Council and Committees Officer)

CHIEF EXECUTIVE OFFICER: Michael Stretton

QUESTIONS AND RESPONSES:

The following questions, submitted in writing to the Council on 13 March 2023 by Rafael Molina, have been answered by Nick Browne, Manager Infrastructure & Engineering.

Questions:

1. How much money will the City of Launceston (CoL) spend in total organising and delivering the event titled *Bike Fest*?

Response:

The cost estimate for the City of Launceston's expenditure on Bike Fest 2023 is \$22,000 excluding GST.

2. How much money will the CoL spend/invest in cycling infrastructure over the course of the 2022/2023 financial year?

Response:

The City of Launceston's financial system does not separate cycling infrastructure as a separate expenditure category. To extract this detailed information would require a time consuming manual process which would involve reviewing all work completed which would take a great deal of time.

In the 2022/2023 financial year the City of Launceston has budgeted to spend \$7.5m on Roads and Trails capital projects and \$6.1m on Roads operational projects, a total of \$13.6m for 2022/2023. Included in these figures are cycling infrastructure projects such as Trevallyn Road Sharrows, Elphin Road bike lane extension/sharrows, Mulgrave Street bike lane extension, West Tamar Highway trail upgrade, Mowbray shopping area reseal, additional lengths of bike lane, Lindsay Street shared path markings and North Esk Trail upgrades.

The City of Launceston will endeavour to provide a summary of road expenditure by category to the Council's Transport Committee following the completion of the 2022/2023 financial year.

3. How much money is the CoL forecasting to spend/invest in cycling infrastructure over the period covered by the CoL *Transport Strategy 2020-2040*?

Response:

The Launceston Transport Strategy 2020-2040 sets the strategic direction for the future of the local transport system and calls up a number of initiatives that the City of Launceston will undertake to help us achieve this vision. The strategy does not go to the detail of providing a list of projects or funding commitments that will be completed under that strategy. The City of Launceston will deliver on the Launceston Transport Strategy under its existing transport infrastructure programs, with expenditure for these forecast under Council's Strategic Asset Management Plan. Cycling infrastructure will be an integral part of the Launceston Transport Strategy and future capital and operational budgets will include projects to maintain and improve cycling infrastructure.

8.1.3. Public Questions on Notice - Ray Norman - Delegations, Launceston Leisure and Aquatic Centre Facilities and Waste Management Centre - 14 and 15 March 2023

FILE NO: SF6381

AUTHOR: Anthea Rooney (Council and Committees Officer)

CHIEF EXECUTIVE OFFICER: Michael Stretton

QUESTIONS AND RESPONSES:

The following question, submitted in writing to the Council on 15 March 2023 by Ray Norman, has been answered by Leanne Purchase (Manager Governance).

Question:

1. [With reference to Public Question on Notice 8.1.1 and the response published in the Agenda for the Council Meeting held on 9 March 2023] ... by what authority, delegated or other, within the Local Government Act 1993 (Tas) he/they now deem - apparently without reference to all Councillors - that, *At this point in time there is no intention to alter the current practice of assigning or administering Delegated Authorities within the Council* given that the values, aspirations and expectations of a different and largely new cohort of Councillors are ever likely to be different to their predecessors and why it has now been deemed by the Mayor as being, paraphrased, too difficult to do, against evidence to the contrary in other jurisdictions where it is/was standard practice?

Response:

The Local Government Act 1993 (Tas) does not require the decisions of previous Councils to be revisited by the current Council.

Decisions of Council are frequently sought in relation to the review of delegations, or to respond to changes in legislation.

2. [In relation to the Launceston Aquatic Centre, will Council provide] ... *an easily assessable unisexual disabled person's toilet come shower and change space* in order to mitigate against the claim deemed false but nonetheless likely, thus giving the Aquatic Centre's management with a tool whereby the people on the ground can more effectively and proactively, protect vulnerable children's safety and long term wellbeing?

Response:

The Launceston Leisure and Aquatic Centre already provides male and female changing spaces, accessible bathroom and change facilities, along with non-gendered private changing rooms for patrons who wish to use them.

3. [In relation to the Launceston Waste Centre and Transfer Station, will the Council consider a name change to] ... the Northern Tasmanian Resource Recovery Centre, do so within a 21stC operation that is totally focused upon the circular economy and resource recovery and in doing so inaugurate a Citizen's Assembly involving the centre's Community of Ownership and Interest to facilitate the transition the reconfiguration of the City's Waste Management Centre - currently operating as an expensive to operate cost centre - into a 21stC standalone not-for-profit community owned enterprise that provides enhanced employment opportunities and investment/grant opportunities for governments, the corporate sector and citizens alike?

Response:

This intent of this question was previously responded to in Public Question on Notice in the Agenda of the Council Meeting held on 25 January 2023, which is copied below for reference:

The Launceston Waste Centre and Transfer station is operated on a cost neutral basis. Accordingly, there is no funding accessed from rates to fund its operation. The Centre is based strongly around the recycling of waste products.

For instance:

- at the facility's Recycling Centre, a wide range of materials can be recycled at no cost to the customer.*
- the Centre includes a second-hand shop, Uptipity, which is tasked with actively seeking to identify and reclaim reusable items for secondhand use.*
- a large Food and Organics (FOGO) composting facility operates which diverts 11,000 tonnes of organic material per annum away from landfill, creating a downstream mulch product for use.*
- The facility captures methane gas from the landfill site, converting to energy.*

The Council has previously offered grant incentives to promote the circular economy within Launceston and is continuing to work as a member of the Northern Waste Management Group to further promote circular economy initiatives. Taking into account the information provided above, it is not considered a Citizens Jury is required at this stage.

At this time, the Council has no plans to rename the facility.

8.2. Public Questions Without Notice

Local Government (Meeting Procedures) Regulations 2015 - Regulation 31(2)(b)

9. DEPUTATIONS

9.1. Deputation - Tamar Community Peace Trust - Donna Bain

FILE NO: SF0097

AUTHOR: Anthea Rooney (Council and Committees Officer)

CHIEF EXECUTIVE OFFICER APPROVAL: Michael Stretton

SUMMARY OF PRESENTATION

Donna will provide information to Council on the *2023 Tamar Valley Peace Festival* which is being held from 17 - 23 September and incorporating the International Day of Peace.

10. PLANNING AUTHORITY

Under the provisions of the *Land Use Planning and Approvals Act 1993*, Council acts as a Planning Authority in regard to items included in Agenda Item 9 - Planning Authority.

10.1. DA0744/2022 - 10 St Georges Square, Launceston - Residential - Demolition of Existing Dwelling and Construction of a New Dwelling

FILE NO: DA0744/2022

AUTHOR: Duncan Payton (Town Planner)

GENERAL MANAGER APPROVAL: Dan Ryan (Community and Place Network)

DECISION STATEMENT:

To consider and determine a development application pursuant to the *Land Use Planning and Approvals Act 1993*.

PLANNING APPLICATION INFORMATION:

Applicant:	Cumulus Studio
Property:	10 St Georges Square, East Launceston
Zoning:	General Residential
Receipt Date:	15/12/2022
Validity Date:	19/12/2022
Further Information Request:	N/A
Further Information Received:	N/A
Deemed Approval:	24/03/2023
Representations:	Six

PREVIOUS COUNCIL CONSIDERATION:

Council - 9 March 2023 - Agenda Item 10.1 - DA0744/2022 - Residential - Demolition of existing dwelling and construction of a new dwelling at 10 St Georges Square, East Launceston

RELEVANT LEGISLATION:

Land Use Planning and Approvals Act 1993
Tasmania Planning Scheme - Launceston

STANDARDS REQUIRING PLANNING DISCRETION:

8.4.2 P3 Setbacks and building envelopes for all dwellings
C2.6.2 P1 Design and layout of parking areas

RECOMMENDATION:

That, in accordance with sections 51 and 57 of the *Land Use Planning and Approvals Act 1993* and the Tasmanian Planning Scheme - Launceston, a permit be granted for DA0744/2022 - Residential - Demolition of existing dwelling and construction of a new dwelling at 10 St Georges Square, East Launceston, subject to the following conditions:

1. ENDORSED PLANS AND DOCUMENTS

The use and development must be carried out in accordance with the endorsed plans and documents to the satisfaction of the Council unless modified by a condition of the Permit:

- a. Cover Page, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK01, dated 13/12/2022 (to be amended).
- b. Proposed Site Plan, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK02, dated 13/12/2022 (to be amended).
- c. Demolition Plan, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK03, dated 13/12/2022 (to be amended).
- d. Ground Floor Plan, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK04, dated 13/12/2022 (to be amended).
- e. Upper Floor Plan, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK05, dated 13/12/2022 (to be amended).
- f. Elevations, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK06, dated 13/12/2022 (to be amended).
- g. Elevations, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK07, dated 13/12/2022 (to be amended).
- h. Sections, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK08, dated 13/12/2022 (to be amended).
- i. Sections, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK09, dated 13/12/2022 (to be amended).
- j. Axonometric Views, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK10, dated 13/12/2022 (to be amended).
- k. Winter Shadows Plan, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK11, dated 13/12/2022 (to be amended).
- l. Winter Shadows Axi, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK12, dated 13/12/2022 (to be amended).
- m. Summer Shadows Plan, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK13, dated 13/12/2022 (to be amended).

- o. Summer Shadows Axo, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK14, dated 13/12/2022 (to be amended).
- p. Equinox Shadows Plan, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK15, dated 13/12/2022 (to be amended).
- q. Equinox Shadows Axo, prepared by Cumulus, project no. J21048, Construction of a single dwelling at 10 St Georges Square, East Launceston, revision 01, page SK16, dated 13/12/2022 (to be amended).

2. AMENDED PLANS REQUIRED

Prior to the commencement of any work and/or use, amended plans must be submitted to the satisfaction of the Manager City Development to replace plans annotated as *Amended Plans Required* and attached to the Permit. Once approved, these amended plans will be endorsed by the Council and will then form part of the Permit. The amended plans must show:

- a. a reduction in the southern roof profile to comply with the acceptable solution;
- b. a reduction in the northern roof profile to reduce protrusions beyond the prescribed building envelope; and
- c. must be substantially in accordance with Version 3 of plans SK01 - SK33, dated 27/02/2023 forming Attachment 1 to this permit.

3. LEGAL TITLE

All development and use associated with the proposal must be confined to the legal title of the subject land.

4. HOURS OF CONSTRUCTION

Construction works must only be carried out between the hours of:

Monday to Friday - 7am to 6pm

Saturday - 8am to 5pm

No works on Sunday or Public Holidays

5. TASWATER

The development must comply with the requirements of TasWater as detailed in the form Submission to Planning Authority Notice, Reference No. TWDA 2022/02091-LCC, dated 05/01/2023 and attached to the permit.

6. DAMAGE TO THE COUNCIL'S INFRASTRUCTURE

The developer is liable for all costs associated with the repair of damage to the Council's infrastructure resulting from non-compliance with the conditions of the Planning Permit and any by-law or legislation relevant to the development activity on the site. Damage may also include the undertaking of unauthorised works to the Council's infrastructure such as driveways, footpaths and stormwater infrastructure. The developer will also be liable for all reasonable costs associated with the enforcement of compliance with the conditions, by-laws and legislation relevant to the development activity on the site.

7. WORKS WITHIN/OCCUPATION OF THE ROAD RESERVE

All works in (or requiring the occupation of) the road reserve must be carried out in accordance with a detailed Traffic Management Plan prepared by a qualified person in accordance with the requirements of Australian Standard AS1742. A copy of such plan is to be maintained on site and available for inspection upon request by an Authorised Officer.

The explicit permission of General Manager Infrastructure and Assets Network is required prior to undertaking works where the works:

- a. require a road or lane closure;
- b. require occupation of the road reserve for more than one week at a particular location;
- c. are in nominated high traffic locations; or
- d. involve opening or breaking trafficable surfaces.

Where the work is associated with the installation, removal or modification of a driveway or a stormwater connection, the approval of a permit for such works shall form the explicit approval.

8. SOIL AND WATER MANAGEMENT PLAN

Prior to the commencement of the development works the applicant must install all necessary silt fences and cut-off drains to prevent the soil, gravel and other debris from escaping the site. Additional works may be required on complex sites. No material or debris is to be transported onto the road reserve (including the nature strip, footpath or road pavement). Any material that is deposited on the road reserve as a result of the development activity is to be removed by the applicant. The silt fencing, cut off drains and other works to minimise erosion are to be maintained on the site until such time as the site has revegetated sufficiently to mitigate erosion and sediment transport.

9. FACILITIES AND HIGHWAYS BY-LAW

Prior to the placement of any skip bin, security fencing, hoarding, shipping containers, site offices or amenities within a local highway, the person, corporation or other legal entity must seek and have issued a permit pursuant to the Facilities and Highways By-Law (No. 1 of 2021). No such items are to be placed within the road reserve without approval.

10. AMENITY

The construction of the development permitted by this permit must not adversely affect the amenity of the site and the locality by reason of the processes carried on; the transportation of materials, goods or commodities to or from the subject land; the appearance of any buildings, works or materials; the emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil; the presence of vermin or otherwise.

11. DEMOLITION

The developer must:

- a. protect property and services which are to either remain on or adjacent to the site from interference or damage;
- b. not undertake any burning of waste materials or removed vegetation;
- c. remove all rubbish from the site for disposal at a licensed waste disposal site;

- d. dispose of any asbestos found during demolition in accordance with the Safe Work Australia *How to Safely Remove Asbestos: Code of Practice, July 2020*, or any subsequent versions of the document.

12. NO BURNING OF WASTE

No burning of any waste materials, including removed vegetation, generated by the development to be undertaken on-site. Any such waste materials are to be removed to a licensed waste disposal facility (eg. Launceston Waste Centre), reclaimed or recycled.

Notes

A. General

This permit was issued based on the proposal documents submitted for DA0646/2022. You should contact the Council with any other use or developments, as they may require the separate approval of the Council. The Council's Planning staff can be contacted on 6323 3000.

This permit takes effect after:

- a. *The 14 day appeal period expires; or*
- b. *Any appeal to the Tasmanian Civil and Administrative Appeal Tribunal (TASCAT) is withdrawn or determined; or*
- c. *Any agreement that is required by this permit pursuant to Part V of the Land Use Planning and Approvals Act 1993 is executed; or*
- d. *Any other required approvals under this or any other Act are granted.*

The permit lapses after a period of two years if the development or use has not substantially commenced within that period. An extension may be granted subject to the provisions of the Land Use Planning and Approvals Act 1993 as amended, by request to the Council.

B. Restrictive Covenants

The granting of this permit takes no account of any covenants applicable to the land. The permit holder and any other interested party, should make their own enquiries as to whether the proposed development is affected, restricted or prohibited by any such covenant.

If the proposal is non-compliant with any restrictive covenants, those restrictive covenants should be removed from the title prior to construction commencing or the owner will carry the liability of potential legal action in the future.

C. Appeal Provisions

A planning appeal may be instituted by lodging a notice of appeal with the Registrar of the Tasmanian Civil and Administrative Tribunal (TASCAT).

A planning appeal may be instituted within 14 days of the date the Corporation serves notice of the decision on the applicant.

For more information see the Tasmanian Civil and Administrative Tribunal (TASCAT) website www.tascat.tas.gov.au <http://www.tascat.tas.gov.au>

D. Permit Commencement

If an applicant is the only person with a right of appeal pursuant to section 61 of the Land Use Planning and Approvals Act 1993 and wishes to commence the use or development for which the permit has been granted within that 14 day period, the Council must be so notified in writing. A copy of the Council's Notice to Waive Right of Appeal is attached.

E. Fixed Equipment Use

Use of fixed equipment (eg. heat pumps, water pumps, swimming pool pumps) is subject to the Environmental Management and Pollution Control (Noise) Regulations 2016 or any subsequent versions of this regulation.

F. No Approval for Alterations to Driveway Crossover

No approval to install a new, or alter an existing, driveway crossover in any way has been granted or is implied by the issue of this Planning Permit.

G. Impact Upon Adjoining Properties

In recognising the impact upon the amenity of the adjoining residences, through overlooking of private open space, Council strongly urges the applicant to consider options such as the provision of suitable screening to reduce this impact.

REPORT:

1. THE PROPOSAL

It is proposed to demolish the existing dwelling, wall and outbuilding at 10 St Georges Square, East Launceston and to construct a new two-storey dwelling.

The new dwelling will be located similarly close to the frontage. The ground level will be built to the southern boundary, with the existing boundary wall, adjacent to 12 St Georges Square, to be rebuilt. The wall adjacent to 4 Scott Street will have a 100mm setback. The boundary walls are effectively single-storey. At the front of the proposed dwelling the wall is to the four-car garage, with the upstairs section of the dwelling being setback some 2.5m, reducing to 1.5m for the stairwell. At the rear (adjacent to 4 Scott Street) the wall is to a single-storey rumpus room.

The upstairs section will be setback the required 3m from the northern boundary (clause 8.4.6 A2(a)) and will contain multiple windows and a deck.

The proposed building protrudes beyond the building envelope (clause 8.4.2 A1 and A3) making the proposal discretionary.

The existing vehicular access to St Georges Square is to be retained.

The existing front fence will be removed and replaced with a 1,800mm high fence of vertical poles, compliant with the scheme exemption at table 4.6.

Following consideration of the issues raised in the representations and to bring the application as close as practicable with the acceptable solutions, the proponents requested the application be withdrawn from the Council Meeting held on 23 February 2023 to enable consideration of modifications to bring the proposal into greater compliance with the planning scheme.

Modified plans have subsequently been submitted to the Council and form Attachment 3 to this permit. These modified plans demonstrate that the impact of the proposal can be significantly reduced with minor changes to the roofline. It is the opinion of the Council's officers that these modifications can be implemented through a conditional approval of the application.

2. LOCATION AND NEIGHBOURHOOD CHARACTER



10 St Georges Square East Launceston - not to scale

The subject site is a generally level lot of approximately 482m² and contains a single-storey dwelling.

Opposite the site, to the east, is the large public park, St Georges Square. This parkland, bisected by High Street, features many mature exotic trees and is a popular recreational area. There is also a busy take away food shop on this section of the Square, north of the subject site, whilst on the southern end of the square are the ABC offices, a butcher, cafe and a florist/gift shop.

To the north, west and south, the site is surrounded by a mix of single - and double-storey dwellings.

Whilst some dwellings in the area are relatively new, the character of the area is clearly residential in a setting of established parks and gardens and mature trees, including the two significant sequoia trees in the garden of the heritage listed Torkington (56 Ann Street, East Launceston) which are clearly visible landmarks from multiple view-points.

3. PLANNING SCHEME REQUIREMENTS

The assessment against the Tasmania Planning Scheme - Launceston is detailed in Attachment 1.

4. REFERRALS

REFERRAL	COMMENTS
INTERNAL	
Infrastructure and Assets Network	Conditions recommended.
Environmental Health	Conditions recommended.
Heritage/Urban Design	N/A
Building and Plumbing	Standard notes recommended for the permit.
EXTERNAL	
TasWater	Application referred to TasWater and conditional consent provided by Submission to Planning Authority Notice TWDA 2022/02091-LCC.
State Growth	N/A
TasFire	N/A
Tas Heritage Council	N/A
Crown Land	N/A
TasRail	N/A
EPA	N/A
Aurora	N/A

5. REPRESENTATIONS

Pursuant to section 57 of the *Land Use Planning and Approvals Act 1993*, the application was advertised for a 14 day period from 24 December 2022 to 16 January 2023. Six representations were received. The issues raised are summarised in the following table. Whilst the summary attempts to capture the essence of each issue raised it should be read in conjunction with the representations received which are attached to this report.

Issue 1 Extensive and detrimental impact on the single-storey dwelling and garden at 1 Spencer Street. Given limited mobility the resident relies upon the garden and courtyard for outdoor recreation, the privacy of which will be significantly reduced by the increased size of and overlooking from the new two-storey dwelling.
Response 1 <i>The representor's submission provides a sketched up image of the scale and bulk of the proposed building, as seen from their courtyard. Whilst this clearly presents as imposing, the majority of the structure is within the building envelope and consideration is largely confined to the impact of that component projecting beyond the envelope - the proponents have provided revised plans significantly reducing the projection beyond the envelope to effectively the proposed vertical shade screens at the side of several windows. Being the top of the building and the top of the windows and open deck, this is likely to initially draw the neighbour's attention to the size and scale of the structure. However, the extent to which these components actually contribute to the size and scale of the dwelling is considered to be relatively small as they tend to project forward rather than up.</i>

Issue 2

The increased size of the building exceeds the prescribed 50% site coverage, with 80% coverage.

Response 2

Site coverage is defined as the proportion of a site, excluding any access strip, covered by roofed buildings. The proposed building, therefore, has an area of approximately 254m², or some 53% site coverage. An assessment against the relevant performance criteria is included in the report. The suggestion that 80% of site coverage is based on total floor area rather than the area of the site covered by roofed buildings is incorrect.

Issue 3

The proposal plans do not correctly show the footprint of 1 Spencer Street and the location of trees adjacent to the boundary.

Response 3

The plans show the indicative location of structures on adjoining properties close to the boundaries. It is correct that the two trees shown as being on 1 Spencer Street are indeed on the subject site, however, the impact of this is inconsequential as all relevant parties were aware of the error, as evidenced by it being raised in the representations.

Issue 4

The Council has required the proponents of other developments in Launceston to install landscaping or screening to reduce the impact of overlooking (eg. 26 Welman Street and 6 Spencer Street).

Response 4

Screening and landscaping are often used to reduce potential overlooking issues where the proposal relies upon performance criteria and every proposal is considered on its merits. In this particular case, the proposed northern windows and deck are all located with more than the 3m separation required by the acceptable solution.

Issue 5

The proposal includes up to six car parking spaces which seems excessive and may result in noise and traffic issues. Is this for a commercial use?

Response 5

The proposal includes garaging for four cars and the potential for additional cars (eg. visitors) to park in the driveway. Car parking is assessed in the report. Essentially, the relevant code seeks the provision of not less than two car parking spaces and does not set a maximum or require further assessment for additional spaces. There is no suggestion that there will be any commercial use of the site and the application is for a single dwelling. If the parking of vehicles associated with the use of the dwelling creates a nuisance through noise, this will be dealt with through the appropriate legislation separate of the planning approval process.

Issue 6

The demolition of the boundary wall between 10 and 12 St Georges Square will surely cause extensive damage to the north side access, walkway and drainage of 12 St Georges Square. The front security gates are attached to the wall and will have to be detached, resulting in a loss of privacy and security for the resident and dog. Access to the side door, gas and bin storage will be compromised.

Response 6

The planning scheme does not provide for inconvenience and disturbance during the construction process. Nevertheless, if approval is granted, it would be reasonable to include a requirement for a construction management plan having regard to the safety and security of neighbouring properties.

Issue 7

Removal of the boundary wall and construction of a new one could impact the structural integrity of the 1930's brick dwelling at 12 St Georges Square. Is it necessary to remove the wall or can it be retained and used as part of the new dwelling.

Response 7

The planning scheme does not provide for consideration of potential damage to adjacent buildings. This is a matter to be considered by the building surveyor during the assessment of the building permit.

Issue 8

The proposed diagrams show that 12 St Georges Square will lose all of its winter sun to the north and west sides, rear courtyard and clothes drying area. These are my only outside areas, which the second-storey of the development will completely overshadow.

Response 8

The overshadowing of adjoining properties stems from the southern elevation of the proposed roof. A condition has been recommended to require the proposal to be amended so that the southern elevation is contained within the prescribed envelope, other than for allowed minor protrusions of less than 900mm. If the proposal meets the relevant acceptable solution, it is deemed to comply with the standard.

Issue 9

There is a proposed south facing stairwell window which looks directly into the courtyard at 12 St Georges Square. Could this have obscure glass?

Response 9

The relevant clause, 8.4.6 A2, refers to a window or glazed door to a habitable room. The stairwell is not a habitable room and the clause does not apply. Overlooking from the stairwell is likely to be only incidental and not unreasonable.

Issue 10

The paling fence on the northern boundary of 12 St Georges Square should not be disturbed and any damage to the fence or garden should be restored.

Response 10

This is beyond the jurisdiction of the planning scheme. Potential for structural damage to adjoining properties is a matter to be considered by the building surveyor during the assessment of the building permit.

Issue 11

I ask that the builder undertake a Dilapidation Report on my home before the start of construction and that there be some discussion regarding protection of privacy, safety and security as well as repairs or compensation for damage.

Response 11

This is beyond the jurisdiction of the planning scheme. The representor's home does not form part of the subject site of the application. Potential for structural damage to adjoining properties is a matter to be considered by the building surveyor during the assessment of the building permit.

Issue 12

The wall on the northern boundary of 4 Scott Street may be on our property rather than forming the boundary.

Response 12

The applicants have provided a boundary and detail survey plan that the wall is wholly within 10 St Georges Square.

Issue 13

Our exterior laundry wall is incorporated in the boundary wall, which also supports laser-lite roofing providing a sheltered area fitted with external storage units. Demolition of the wall will have a major detrimental impact.

Response 13

The wall is wholly within 10 St Georges Square. Any rights the representor may have to rely upon this wall are beyond the scope of the planning scheme and the representor may wish to seek independent advice. Potential for structural damage to adjoining properties is a matter to be considered by the building surveyor during the assessment of the building permit.

Issue 14

New wall footings could significantly damage the house at 4 Scott Street.

Response 14

This is beyond the scope of the planning scheme. Potential for structural damage to adjoining properties is a matter to be considered by the building surveyor during the assessment of the building permit.

Issue 15

Winter shadows from the proposed new structure will almost entirely block the winter sun from the northern aspect of 4 Scott Street.

Response 15

The majority of overshadowing on 4 Scott Street will be from its own structures and vegetation. Nevertheless, there is likely to be some additional overshadowing from the proposed new building and this will reduce what little direct sunlight that currently reaches the site. The proposed conditions will bring the southern elevations of the proposal substantially within the building envelope minimising the impacts to the extent possible.

Issue 16

The proposal includes upper floor windows and terrace overlooking 8 St Georges Square and significantly impacting upon privacy and enjoyment of the living room and kitchen. Given that the living area proposes full windows overlooking St Georges Square, could those facing my property be raised higher than eye level to restore my privacy? Could the terrace be fitted with screening for both privacy and to mitigate sound?

Response 16

These concerns have been raised with the applicant. The windows and deck all meet the required 3m setback of the acceptable solution. Nevertheless, consideration has been given in the amended plan condition and the proposed revisions reduce the scale of the impact modestly.

Issue 17

Could the window overlooking 1 Spencer Street similarly be raised or replaced with a window to the west overlooking the proponents own garden?

Response 17

These concerns have been raised with the applicant but have not been adopted. The windows and deck all meet the required 3m setback of the acceptable solution.

Issue 18

The proposed design and scale is detrimental to the architectural and heritage values of 8 St Georges Square and is out of character with the streetscape and adjoining properties.

Response 18

There is no capacity within the planning scheme to have regard to this. The proposal is substantially within the building envelope and as such complies with the requirements for character.

Issue 19

The proposal does not address protection of the heritage listed stable and house at 8 St Georges Square.

Response 19

There is no capacity within the planning scheme to have regard to this.

6. CONCLUSION

Subject to the recommended conditions, it is considered that the proposal complies with the Scheme and it is appropriate to recommend for approval.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

The Tasmania Planning Scheme - Launceston contains provisions intended to implement the objectives of the Resource Management Planning System. The application has been assessed using these provisions and as such the economic, environmental and social impacts have been considered.

STRATEGIC DOCUMENT REFERENCE:

Land Use Planning and Approvals Act 1993
Tasmania Planning Scheme - Launceston

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

1. DA0744/2022 - 10 St Georges Square, East Launceston - Planning Scheme Assessment [**10.1.1** - 8 pages]
2. DA0744/2022 - 10 St Georges Square, East Launceston - Advertised Plans [**10.1.2** - 16 pages]
3. DA0744/2022 - 10 St Georges Square, East Launceston - Amended Plans to be Endorsed [**10.1.3** - 33 pages]
4. DA0744/2022 - 10 St Georges Square, East Launceston - TasWater SPAN [**10.1.4** - 1 page]
5. DA0744/2022 - 10 St Georges Square, East Launceston - Representations [**10.1.5** - 25 pages]

TITLE: DA 0744/2022 - 10 St Georges Square East Launceston Residential -
demolition of existing dwelling and construction of a new dwelling

FILE NO: DA0744/2022

AUTHOR: Duncan Payton (Town Planner)

GENERAL MANAGER: Dan Ryan (General Manager Community and Place Network)

PLANNING APPLICATION INFORMATION:

Applicant:	Cumulus Studio
Property:	10 St Georges Square, East Launceston
Zoning:	General Residential
Receipt Date:	15/12/2022
Validity Date:	19/12/2022
Further Information Request:	N/A
Further Information Received:	N/A
Deemed Approval:	24/03/2023
Representations:	Six

ATTACHMENT ONE:

PLANNING SCHEME REQUIREMENTS

3.1 Zone Purpose

8.0 General Residential Zone

The purpose of the General Residential Zone is:

- 8.0.1 To provide for residential use or development that accommodates a range of dwelling types where full infrastructure services are available or can be provided.
- 8.0.2 To provide for the efficient utilisation of available social, transport and other service infrastructure.
- 8.0.3 To provide for non-residential use that:
 - (a) primarily serves the local community; and
 - (b) does not cause an unreasonable loss of amenity through scale, intensity, noise, activity outside of business hours, traffic generation and movement, or other off site impacts.
- 8.0.4 To provide for Visitor Accommodation that is compatible with residential character.

Consistent

The proposal is consistent with the purpose of the zone to provide for residential use and development accommodating a range of dwelling types.

8.4.2 Setbacks and building envelope for all dwellings

The siting and scale of dwellings:

- (a) provides reasonably consistent separation between dwellings and their frontage within a street;
- (b) provides consistency in the apparent scale, bulk, massing and proportion of dwellings;

<p>(c) provides separation between dwellings on adjoining properties to allow reasonable opportunity for daylight and sunlight to enter habitable rooms and private open space; and</p> <p>(d) provides reasonable access to sunlight for existing solar energy installations.</p>
<p>Consistent Subject to the conditions of approval recommended the proposal is assessed as satisfying the applicable acceptable solutions and performance criteria.</p>
<p>A1 Unless within a building area on a sealed plan, a dwelling, excluding garages, carports and protrusions that extend not more than 0.9m into the frontage setback, must have a setback from a frontage that is:</p> <p>(a) if the frontage is a primary frontage, not less than 4.5m, or, if the setback from the primary frontage is less than 4.5m, not less than the setback, from the primary frontage, of any existing dwelling on the site;</p> <p>(b) if the frontage is not a primary frontage, not less than 3m, or, if the setback from the frontage is less than 3m, not less than the setback, from a frontage that is not a primary frontage, of any existing dwelling on the site;</p> <p>(c) if for a vacant site and there are existing dwellings on adjoining properties on the same street, not more than the greater, or less than the lesser, setback for the equivalent frontage of the dwellings on the adjoining sites on the same street; or</p> <p>(d) if located above a non-residential use at ground floor level, not less than the setback from the frontage of the ground floor level.</p>
<p>Complies The existing building has a 1.5m setback from the frontage with St Georges Square. The proposed new dwelling will be similarly 1.5m from the frontage and complies with A1 (a).</p>
<p>A2 A garage or carport for a dwelling must have a setback from a primary frontage of not less than:</p> <p>(a) 5.5m, or alternatively 1m behind the building line;</p> <p>(b) the same as the building line, if a portion of the dwelling gross floor area is located above the garage or carport; or</p> <p>(c) 1m, if the existing ground level slopes up or down at a gradient steeper than 1 in 5 for a distance of 10m from the frontage.</p>
<p>Complies The first floor of the dwelling is above the garage and the proposal complies with A1 (b).</p>
<p>A3 A dwelling, excluding outbuildings with a building height of not more than 2.4m and protrusions that extend not more than 0.9m horizontally beyond the building envelope, must:</p> <p>(a) be contained within a building envelope (refer to Figures 8.1, 8.2 and 8.3) determined by:</p> <p>(i) a distance equal to the frontage setback or, for an internal lot, a distance of 4.5m from the rear boundary of a property with an adjoining frontage; and</p> <p>(ii) projecting a line at an angle of 45 degrees from the horizontal at a height of 3m above existing ground level at the side and rear boundaries to a building height of not more than 8.5m above existing ground level; and</p> <p>(b) only have a setback of less than 1.5m from a side or rear boundary if the dwelling:</p> <p>(i) does not extend beyond an existing building built on or within 0.2m of the boundary of the adjoining property; or</p> <p>(ii) does not exceed a total length of 9m or one third the length of the side boundary (whichever is the lesser).</p>
<p>Relies on Performance Criteria The proposed dwelling does not fit wholly within the prescribed envelope and, notwithstanding that the proposed new boundary walls are not as long as those they replace, has walls of more than 9m in length located within 1.5m of the southern boundary.</p>

Performance criteria are relied upon.

P3 The siting and scale of a dwelling must:

- (a) not cause an unreasonable loss of amenity to adjoining properties, having regard to:
 - (i) reduction in sunlight to a habitable room (other than a bedroom) of a dwelling on an adjoining property;
 - (ii) overshadowing the private open space of a dwelling on an adjoining property;
 - (iii) overshadowing of an adjoining vacant property; and
 - (iv) visual impacts caused by the apparent scale, bulk or proportions of the dwelling when viewed from an adjoining property;
- (b) provide separation between dwellings on adjoining properties that is consistent with that existing on established properties in the area; and
- (c) not cause an unreasonable reduction in sunlight to an existing solar energy installation on:
 - (i) an adjoining property; or
 - (ii) another dwelling on the same site.

Complies

Subject to the modification required by the amended plan condition it is considered that the siting and scale of the dwelling does not result in an unreasonable loss of amenity to the adjoining property, specifically at 12 St Georges Square.

The proposal as submitted and as advertised had elements of the structure that projected through the acceptable solution envelope. Due to the proximity, physical form and arrangement of the buildings on adjoining properties, development of the subject to any significant degree would impact on the views and amenity of the adjoining properties. The existing dwellings surrounding the site particularly to the south have limited access to sunlight currently and the development of the subject site has the potential to further limit this solar access.

As submitted and advertised the proposal was designed outside of the acceptable solution on the northern and southern elevations. The resulting loss of sunlight to adjoining properties to the south was in the view of Council's officers unreasonable. The visual impact to properties to the north was also considered to be problematic.

Taking this and the views of the representors into account, the proponents have offered a modifications to the proposal to both lower the roof so that the southern elevation meets the acceptable solution and to increase the northern setback, so that the northern edge of the roof projects less than the allowable 900mm, leaving only part of the shade screens at the side of several windows that actually project between 900mm and 1200mm beyond the envelope.

Whilst recognising that the visual impact of the proposed dwelling will inevitably be significant to the adjoining neighbours and the building will change the immediate surroundings, the planning scheme consideration is limited to the extent of the discretion, in other words, that part of the building extending beyond the building line. The proposed modifications (by bringing the dwelling essentially back within the building envelope) minimises the impact on neighbours to the maximum amount achievable and achieves compliance with this element of the scheme.

For this reason, it is considered appropriate to secure the proposed amendments to the plan by a condition of approval.

8.4.3 Site coverage and private open space for all dwellings

That dwellings are compatible with the amenity and character of the area and provide:

- (a) for outdoor recreation and the operational needs of the residents;
- (b) opportunities for the planting of gardens and landscaping; and
- (c) private open space that is conveniently located and has access to sunlight.

Consistent

The proposal complies with the acceptable solutions.

A1 Dwellings must have:

- (a) a site coverage of not more than 50% (excluding eaves up to 0.6m wide); and
- (b) for multiple dwellings, a total area of private open space of not less than 60m² associated with each dwelling, unless the dwelling has a finished floor level that is entirely more than 1.8m above the finished ground level (excluding a garage, carport or entry foyer).

Complies

The proposed site coverage is some 230m² or approximately 45% of the 482m² site.

A2 A dwelling must have private open space that:

- (a) is in one location and is not less than:
 - (i) 24m²; or
 - (ii) 12m², if the dwelling is a multiple dwelling with a finished floor level that is entirely more than 1.8m above the finished ground level (excluding a garage, carport or entry foyer);
- (b) has a minimum horizontal dimension of not less than:
 - (i) 4m; or
 - (ii) 2m, if the dwelling is a multiple dwelling with a finished floor level that is entirely more than 1.8m above the finished ground level (excluding a garage, carport or entry foyer);
- (c) is located between the dwelling and the frontage only if the frontage is orientated between 30 degrees west of true north and 30 degrees east of true north; and
- (d) has a gradient not steeper than 1 in 10.

Complies

The dwelling has private open space in excess of 24m² at the rear of the site.

8.4.5 Width of openings for garages and carports for all dwellings

To reduce the potential for garage or carport openings to dominate the primary frontage.

Consistent

The proposal complies with the acceptable solution.

A1 A garage or carport for a dwelling within 12m of a primary frontage, whether the garage or carport is free-standing or part of the dwelling, must have a total width of openings facing the primary frontage of not more than 6m or half the width of the frontage (whichever is the lesser).

Complies

The proposed garages are within 12m of the frontage, however the garage doors face the driveway and not the frontage.

8.4.6 Privacy for all dwellings

To provide a reasonable opportunity for privacy for dwellings.

Consistent

<p>The proposal complies with the acceptable solutions.</p> <p>A1 A balcony, deck, roof terrace, parking space, or carport for a dwelling (whether freestanding or part of the dwelling), that has a finished surface or floor level more than 1m above existing ground level must have a permanently fixed screen to a height of not less than 1.7m above the finished surface or floor level, with a uniform transparency of not more than 25%, along the sides facing a:</p> <ul style="list-style-type: none"> (a) side boundary, unless the balcony, deck, roof terrace, parking space, or carport has a setback of not less than 3m from the side boundary; (b) rear boundary, unless the balcony, deck, roof terrace, parking space, or carport has a setback of not less than 4m from the rear boundary; and (c) dwelling on the same site, unless the balcony, deck, roof terrace, parking space, or carport is not less than 6m: <ul style="list-style-type: none"> (i) from a window or glazed door, to a habitable room of the other dwelling on the same site; or (ii) from a balcony, deck, roof terrace or the private open space of the other dwelling on the same site.
<p>Complies</p> <p>The proposed terrace on the northern side of the dwelling has a 3m setback from the northern side boundary and complies with the acceptable solution.</p> <p>The proposed balcony at the front of the dwelling is setback 3m from the northern boundary and 2.75m from the southern boundary. The balcony includes a screen on the southern side to comply with the acceptable solution.</p>
<p>A2 A window or glazed door to a habitable room of a dwelling, that has a floor level more than 1m above existing ground level, must satisfy (a), unless it satisfies (b):</p> <ul style="list-style-type: none"> (a) the window or glazed door: <ul style="list-style-type: none"> (i) is to have a setback of not less than 3m from a side boundary; (ii) is to have a setback of not less than 4m from a rear boundary; (iii) if the dwelling is a multiple dwelling, is to be not less than 6m from a window or glazed door, to a habitable room, of another dwelling on the same site; and (iv) if the dwelling is a multiple dwelling, is to be not less than 6m from the private open space of another dwelling on the same site. (b) the window or glazed door: <ul style="list-style-type: none"> (i) is to be offset, in the horizontal plane, not less than 1.5m from the edge of a window or glazed door, to a habitable room of another dwelling; (ii) is to have a sill height of not less than 1.7m above the floor level or have fixed obscure glazing extending to a height of not less than 1.7m above the floor level; or (iii) is to have a permanently fixed external screen for the full length of the window or glazed door, to a height of not less than 1.7m above floor level, with a uniform transparency of not more than 25%.
<p>Complies</p> <p>The windows on the northern side of the proposed dwelling are setback 3m from the northern boundary and comply with the acceptable solution.</p> <p>A single window, to internal stairs, is proposed on the southern facade where the landing floor level is more than 1m above the existing ground level. The window is located 1.4m from the southern boundary. The stairwell is not a habitable room and A2 does not apply. Notwithstanding this, the plans show a 2.1m high boundary fence which will mitigate casual overlooking.</p>

C2.0 Parking and Sustainable Transport Code

The purpose of the Parking and Sustainable Transport Code is:

C2.1.1 To ensure that an appropriate level of parking facilities is provided to service use and development.

C2.1.2 To ensure that cycling, walking and public transport are encouraged as a means of transport in urban areas.

C2.1.3 To ensure that access for pedestrians, vehicles and cyclists is safe and adequate.

C2.1.4 To ensure that parking does not cause an unreasonable loss of amenity to the surrounding area.

C2.1.5 To ensure that parking spaces and accesses meet appropriate standards.

C2.1.6 To provide for parking precincts and pedestrian priority streets.

Consistent

Parking, access and manoeuvring is provided and is consistent with the purpose of the code.

C2.5.1 Car parking numbers

That an appropriate level of car parking spaces are provided to meet the needs of the use.

Consistent

The proposal complies with the acceptable solution.

A1 The number of on-site car parking spaces must be no less than the number specified in Table C2.1, excluding if:

- (a) the site is subject to a parking plan for the area adopted by council, in which case parking provision (spaces or cash-in-lieu) must be in accordance with that plan;
- (b) the site is contained within a parking precinct plan and subject to Clause C2.7;
- (c) the site is subject to Clause C2.5.5; or
- (d) it relates to an intensification of an existing use or development or a change of use where:
 - (i) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is greater than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case no additional on-site car parking is required; or
 - (ii) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is less than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case on-site car parking must be calculated as follows:

$$N = A + (C - B)$$

N = Number of on-site car parking spaces required
 A = Number of existing on site car parking spaces
 B = Number of on-site car parking spaces required for the existing use or development specified in Table C2.1
 C = Number of on-site car parking spaces required for the proposed use or development specified in Table C2.1.

Complies

The code requires the provision of two car parking spaces for a dwelling in the general residential zone. Four car parking spaces are provided in the proposed garage.

C2.6.1 Construction of parking areas

That parking areas are constructed to an appropriate standard.

Consistent

The proposal complies with the acceptable solution.

A1 All parking, access ways, manoeuvring and circulation spaces must:

- (a) be constructed with a durable all weather pavement;
- (b) be drained to the public stormwater system, or contain stormwater on the site; and

(c) excluding all uses in the Rural Zone, Agriculture Zone, Landscape Conservation Zone, Environmental Management Zone, Recreation Zone and Open Space Zone, besurfaced by a spray seal, asphalt, concrete, pavers or equivalent material to restrict abrasion from traffic and minimise entry of water to the pavement.
Complies The proposed driveway will be sealed and drained to the public stormwater system.

C2.6.2 Design and layout of parking areas

That parking areas are designed and laid out to provide convenient, safe and efficient parking.
Consistent The proposal satisfies the performance criteria.
A1.1 Parking, access ways, manoeuvring and circulation spaces must either: (a) comply with the following: <ul style="list-style-type: none"> (i) have a gradient in accordance with <i>Australian Standard AS 2890 - Parking facilities, Parts 1-6</i>; (ii) provide for vehicles to enter and exit the site in a forward direction where providing for more than 4 parking spaces; (iii) have an access width not less than the requirements in Table C2.2; (iv) have car parking space dimensions which satisfy the requirements in Table C2.3; (v) have a combined access and manoeuvring width adjacent to parking spaces not less than the requirements in Table C2.3 where there are 3 or more car parking spaces; (vi) have a vertical clearance of not less than 2.1m above the parking surface level; and (vii) excluding a single dwelling, be delineated by line marking or other clear physical means; or (b) comply with <i>Australian Standard AS 2890-Parking facilities, Parts 1-6</i> .
Relies on Performance Criteria The proposal plan indicates parking for four cars within the garages and also provides two visitor parking spaces. Whilst the vehicles from the garages will be able to enter and leave the site in a forward direction, those parked in the spaces shown for visitors will not be able to conveniently turn on site and will therefore enter or leave the site in a backward direction. Notwithstanding that there is no requirement for the provision of visitor parking for a single dwelling, it is proposed and performance criteria are relied upon.
P1 All parking, access ways, manoeuvring and circulation spaces must be designed and readily identifiable to provide convenient, safe and efficient parking, having regard to: <ul style="list-style-type: none"> (a) the characteristics of the site; (b) the proposed slope, dimensions and layout; (c) useability in all weather conditions; (d) vehicle and pedestrian traffic safety; (e) the nature and use of the development; (f) the expected number and type of vehicles; (g) the likely use of the parking areas by persons with a disability; (h) the nature of traffic in the surrounding area; (i) the proposed means of parking delineation; and (j) the provisions of <i>Australian Standard AS 2890.1:2004 - Parking facilities, Part 1: Off-street car parking</i> and <i>AS 2890.2 -2002 Parking facilities, Part 2: Off-street commercial vehicle facilities</i>.
Complies

Having regard to the relevant matters below, the parking, access and manoeuvring areas proposed are considered to be designed and readily identifiable to provide convenient, safe and efficient parking.

- (a) The site is generally level and contains a dwelling with access from St Georges Square.
- (b) The site is 482m², with around 12.8m frontage tapering to 10.8m over its 43m depth.
- (c) The proposed parking will be sealed and useable in all weather conditions.
- (d) Providing for occasional visitors to enter or leave the site in reverse is not considered to be inconsistent with normal residential traffic.
- (e) The site will be used for a single dwelling.
- (f) As a single dwelling and average of 6 to 10 vehicle movements per day is expected and these will normally be light vehicles.
- (g) There is no specific likelihood of the parking being for persons with a disability and accessible parking is not required for a single dwelling.
- (h) Traffic in the surrounding area is generally residential traffic with a number of vehicles included heading to and from the nearby take-away.
- (i) No paring delineation is proposed.
- (j) Parking complies with the applicable Australian Standard.

Relevantly, visitor parking is not required and the performance criteria are only considered as the proposal plans include such parking. The use of the site is considered to remain consistent with that normally expected for a single dwelling. The performance criteria are considered to be met.

C2.6.3 Number of accesses for vehicles

That:

- (a) access to land is provided which is safe and efficient for users of the land and all road network users, including but not limited to drivers, passengers, pedestrians and cyclists by minimising the number of vehicle accesses;
- (b) accesses do not cause an unreasonable loss of amenity of adjoining uses; and
- (c) the number of accesses minimise impacts on the streetscape.

Consistent

The proposal complies with the acceptable solution.

A1 The number of accesses provided for each frontage must:

- (a) be no more than 1; or
- (b) no more than the existing number of accesses, whichever is the greater.

Complies

There will be only one access to St Georges Square.

10 ST GEORGES SQUARE

RESIDENCE



ARCHITECT

ACCREDITED DESIGNER
TODD HENDERSON

ACCREDITATION N°
403832231

ARCHITECT ADDRESS
GROUND FLOOR / SUITE 2, 33 GEORGE
STREET LAUNCESTON, TAS 7250 +61(3)
6333 0930

PROJECT INFOMATION

PROJECT N°
J21048

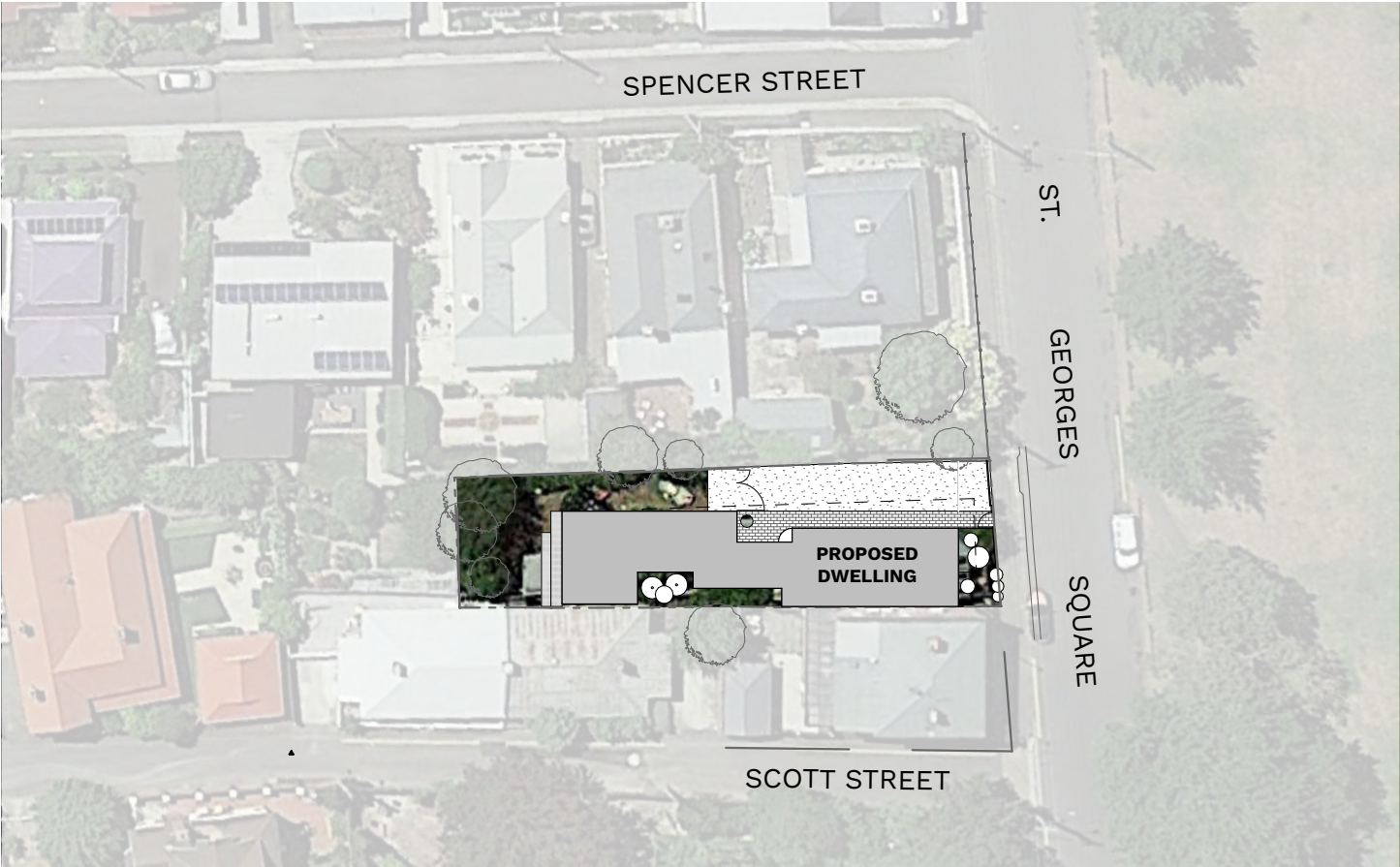
PROJECT NAME
10 ST GEORGES SQUARE
RESIDENCE

PROJECT ADDRESS
10 ST. GEORGES SQUARE
EAST LAUNCESTON
TAS 7250

PLACE NAME
STONEY CREEK NATION

DETAILS

NCC CLASSIFCATION	1A
CONSTRUCTION TYPE	B
TITLE REFERENCE	107661/1 & 107660/1
DESIGN WIND SPEED	REFER ENG
SOIL CLASS	REFER ENG
CLIMATE ZONE	ZONE 7
BAL RATING	<BAL#>
ALPINE AREA	N/A
CORROSION LEVEL	<BCA Vol2 3.5.1.3>



LOCATION PLAN
1:500



SK DRAWING LIST

NO.	DRAWING NAME	REV	DATE
SK01	COVER PAGE	01	13/12/22
SK02	PROPOSED SITE PLAN	01	13/12/22
SK03	DEMOLITION PLAN	01	13/12/22
SK04	GROUND FLOOR PLAN	01	13/12/22
SK05	UPPER FLOOR PLAN	01	13/12/22
SK06	ELEVATIONS	01	13/12/22
SK07	ELEVATIONS	01	13/12/22
SK08	SECTIONS	01	13/12/22
SK09	SECTIONS	01	13/12/22
SK10	AXONOMETRIC VIEWS	01	13/12/22
SK11	WINTER SHADOWS - PLAN DI...	01	13/12/22
SK12	WINTER SHADOWS - AXO DIA...	01	13/12/22
SK13	SUMMER SHADOWS - PLAN DI...	01	13/12/22
SK14	SUMMER SHADOWS - AXO DIA...	01	13/12/22
SK15	EQUINOX SHADOWS - PLAN DI...	01	13/12/22
SK16	EQUINOX SHADOWS - AXO DIA...	01	13/12/22

SITE INFORMATION

TASMANIAN STATEWIDE PLANNING SCHEME	
ZONED GENERAL RESIDENTIAL	
TOTAL SITE AREA	482m²
GROUND FLOOR AREA	97m²
FIRST FLOOR AREA	111m²
TOTAL FLOOR AREA	208m²

Document Set ID: 4830343
Version: 2, Version Date: 21/12/2022



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PROJECT NAME
**10 ST GEORGES
SQUARE
RESIDENCE**

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
PROPOSED SITE PLAN

DATE	ORIGINAL SIZE
13/12/22	A3
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J21048-SK02	01



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SQUARE

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BOUNDARY 0.75m

TITLE BOUNDARY 7.66m

TITLE BOUNDARY 16.21m

TITLE BOUNDARY 19.1m

TITLE BOUNDARY 23.62m

TITLE BOUNDARY 42.72m

TITLE BOUNDARY 44.73m

TITLE BOUNDARY 9.67m

TITLE BOUNDARY 0.91m

BOUNDARY 0.75m

RETAIN AND PROTECT EXISTING TREES

REMOVE TREES SHOWN DASHED, TO MAKE WAY FOR NEW WORKS

DEMOLISH EXISTING GARDEN SHED INCLUDING SLAB

RETAIN EXISTING BOUNDARY WALL

Ex. SHED

DEMOLISH EXISTING BOUNDARY WALL

EXISTING WEATHERBOARD COTTAGE TO BE DEMOLISHED ENTIRELY.

REMOVE TREES SHOWN DASHED, TO MAKE WAY FOR NEW WORKS

DEMOLISH EXISTING BOUNDARY WALL

67.40 ELECTRICITY POLE ONLY

67.48 Stop Valve

67.69

67.80

67.91 Telstra Pit

4 - 6 SCOTT STREET

12 ST. GEORGES SQUARE

DEMOLITION PLAN 1:200

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CONCEPT DESIGN

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DEMOLITION PLAN

DATE	ORIGINAL SIZE
13/12/22	A3

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Attachment 10.1.2 DA0744/2022 - 10 St Georges Square, East Launceston -
Advertised Plans

Page 44



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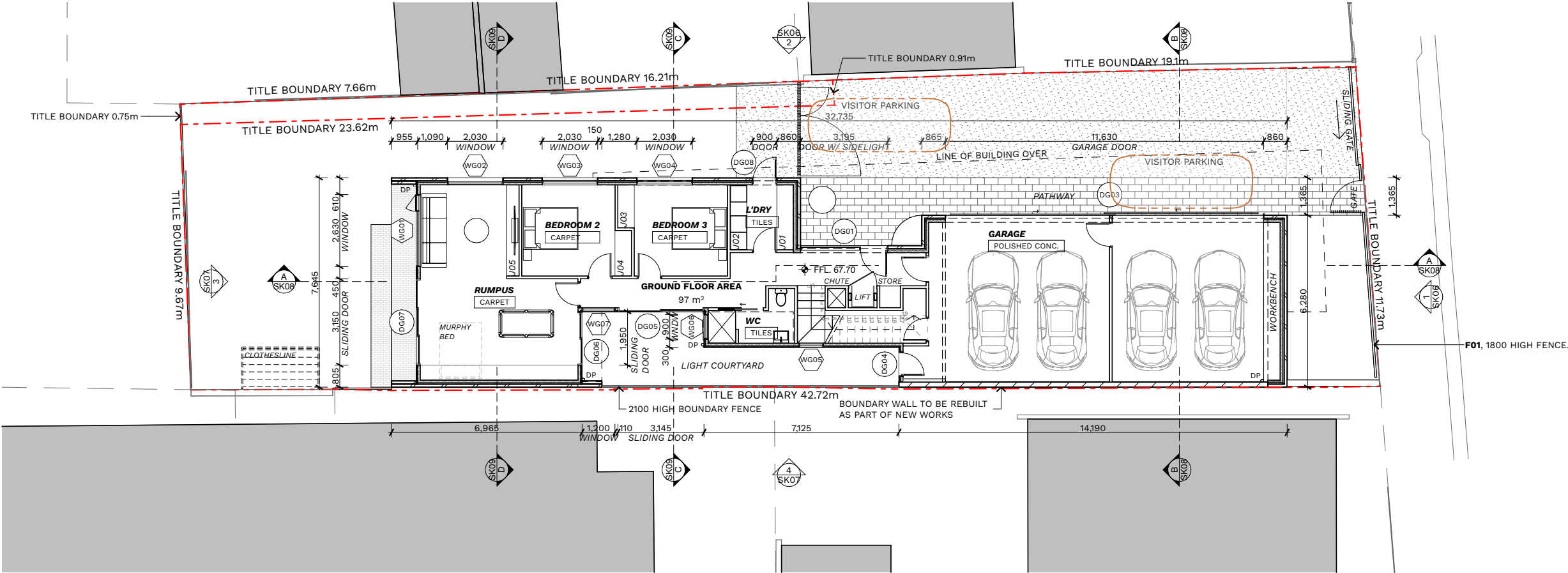
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GROUND FLOOR PLAN
1:150

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PROJECT NAME	
10 ST GEORGES SQUARE RESIDENCE	
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GROUND FLOOR PLAN	
DATE	ORIGINAL SIZE
13/12/22	A3
DRAWING N°	REVISION
J21048-SK04	01

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Version: 2, Version Date: 21/12/2022

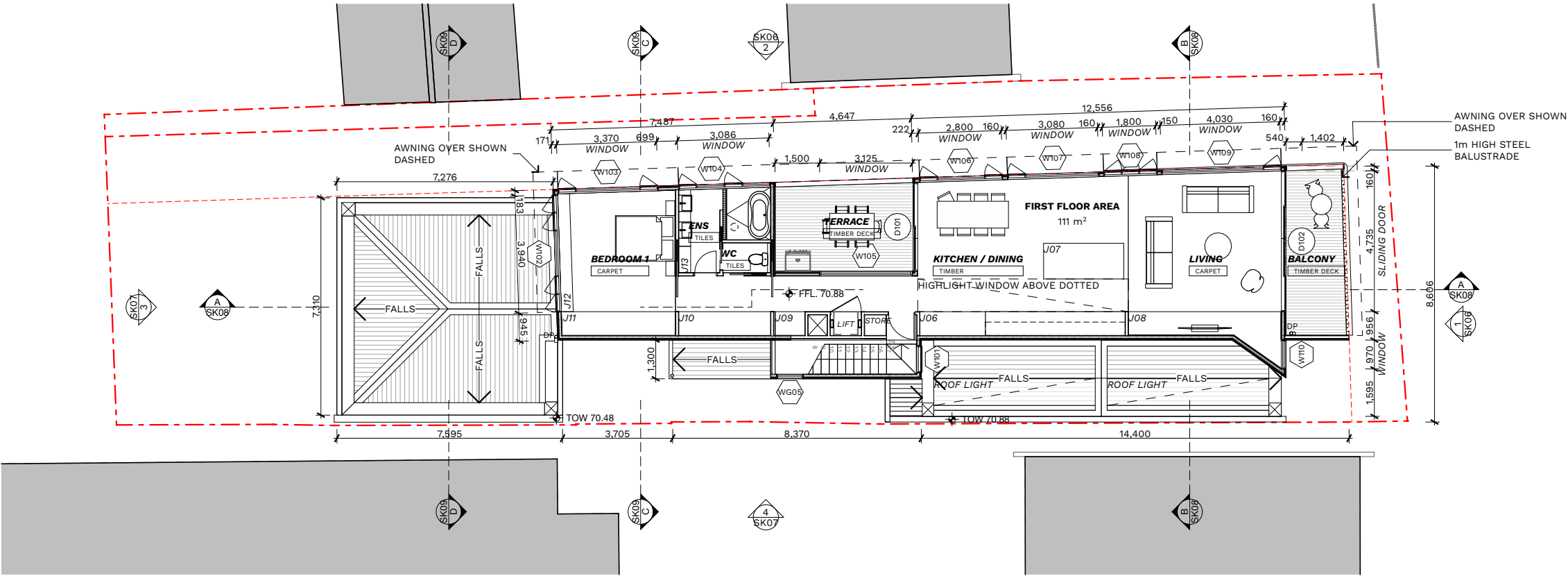


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FIRST FLOOR PLAN
1:150

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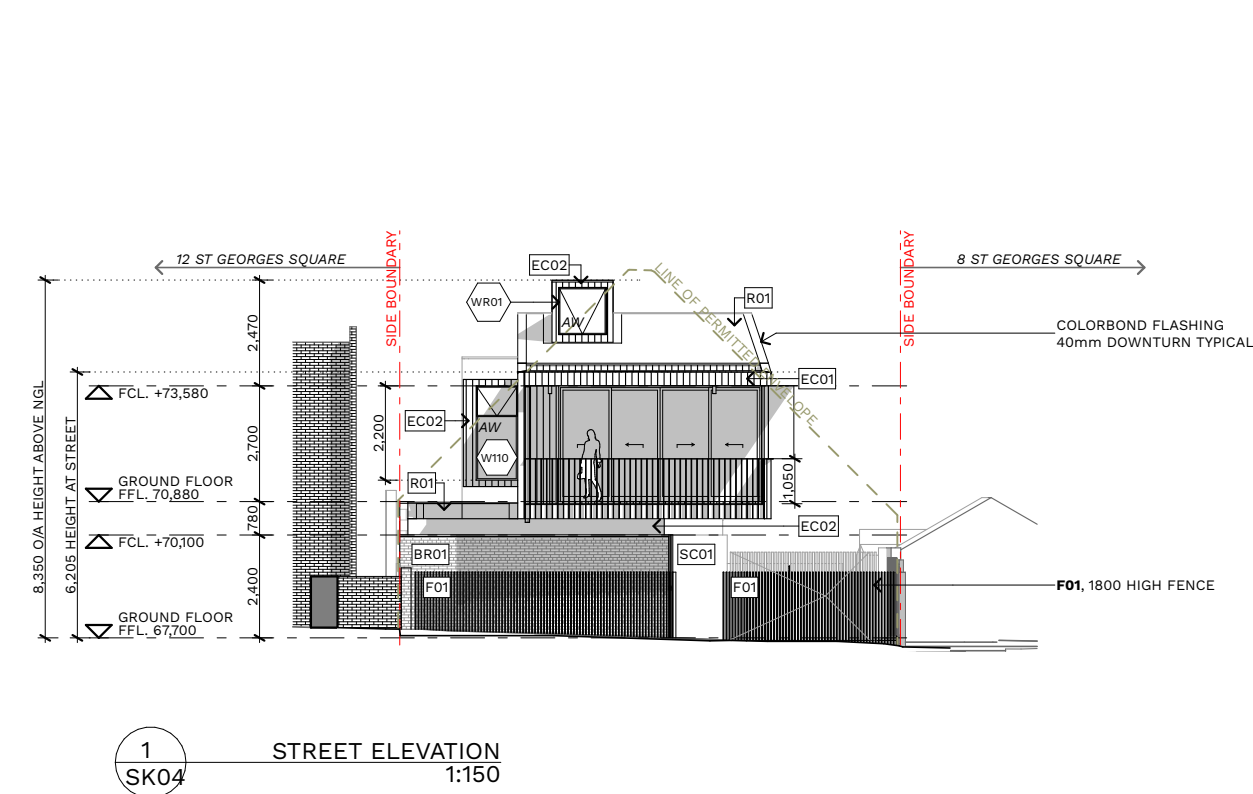
PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

DRAWING TITLE
UPPER FLOOR PLAN

DATE ORIGINAL SIZE
13/12/22 A3

DRAWING Nº REVISION
J21048-SK05 01

Document Set ID: 4830343
Version: 2, Version Date: 21/12/2022



EXTERIOR FINISHES
ROOF
R01: COLORBOND ROOF SHEET, LIGHT FINISH TO FUTURE SELECTION.
G01: 450mm CUSTOM FOLDED BOX GUTTER.
G02: COLORBOND EAVE GUTTER, PROFILE TO ARCHITECTS FUTURE SELECTION.
FASCIA:
DP01: 90mm DIAM. DOWNPIPE.
RAIN HEADS:
CLADDINGS
BR01: LIGHT COLOURED BRICK, TO FUTURE SELECTION
EC01: EQUITONE FIBRE CEMENT PANELS OR SIMILAR (OFF WHITE COLOUR)
EC02: COLORBOND FLASHING
F01: STEEL BATTEN AND BR01.
SC01: SANDSTONE TILES



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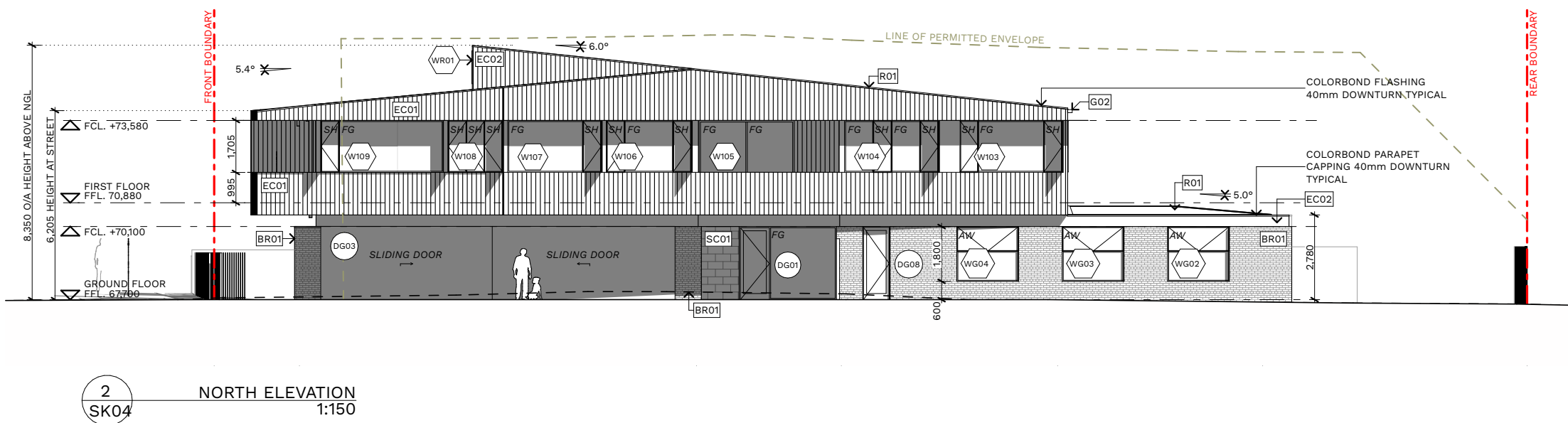
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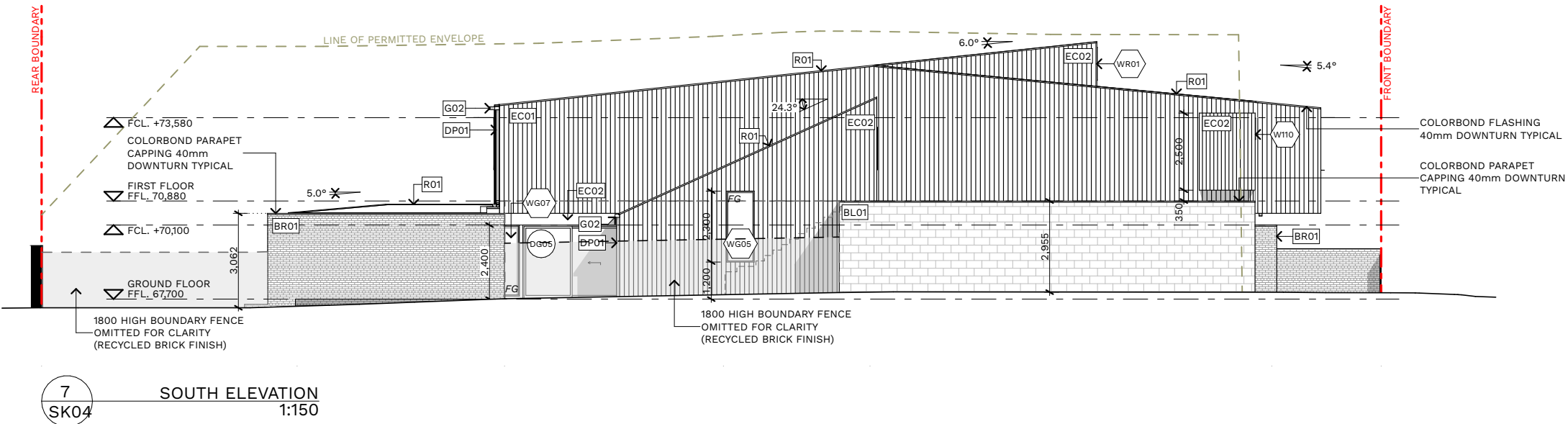
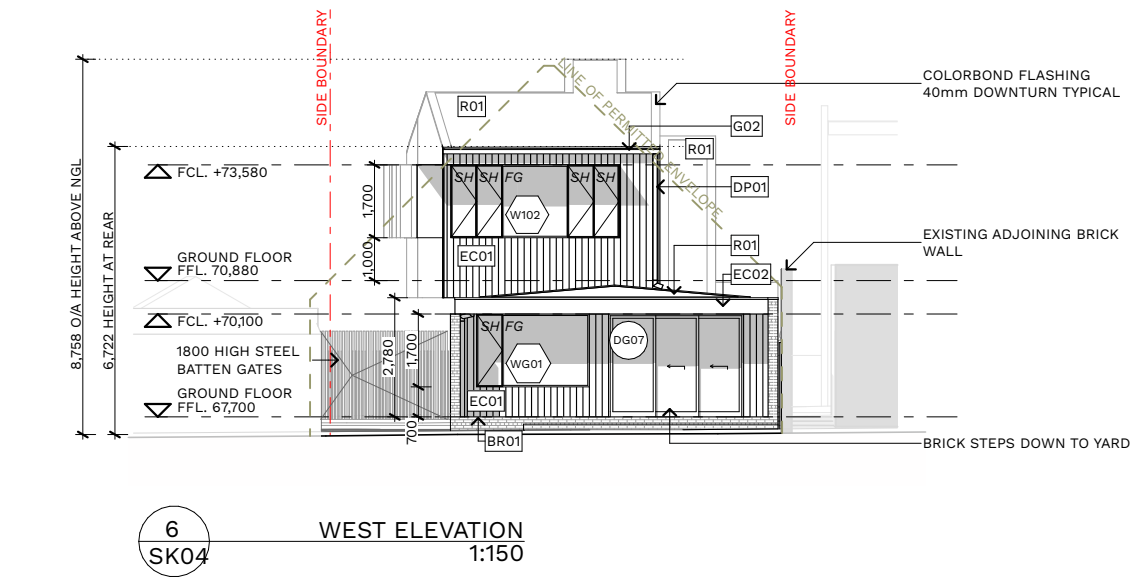
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CONCEPT DESIGN

DRAWING TITLE
ELEVATIONS

DATE ORIGINAL SIZE
13/12/22 A3

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J21048-SK06 01





- EXTERIOR FINISHES
- ROOF
- R01:** COLORBOND ROOF SHEET, LIGHT FINISH TO FUTURE SELECTION.
- G01:** 450mm CUSTOM FOLDED BOX GUTTER.
- G02:** COLORBOND EAVE GUTTER, PROFILE TO ARCHITECTS FUTURE SELECTION.
- FASCIA:**
- DP01:** 90mm DIAM. DOWNPIPE.
- RAIN HEADS:**
- CLADDINGS
- BR01:** LIGHT COLOURED BRICK, TO FUTURE SELECTION
- EC01:** EQUITONE FIBRE CEMENT PANELS OR SIMILAR (OFF WHITE COLOUR)
- EC02:** COLORBOND FLASHING
- F01:** STEEL BATTEN AND **BR01.**
- SC01:** SANDSTONE TILES
- BL01:** 190mm BLOCKWORK

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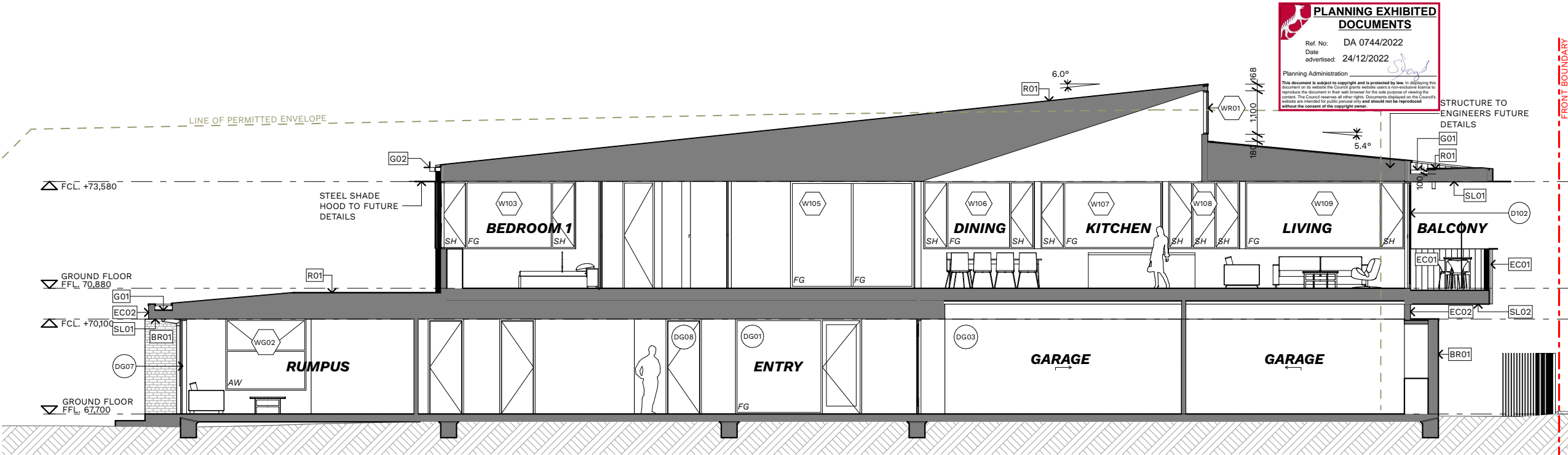
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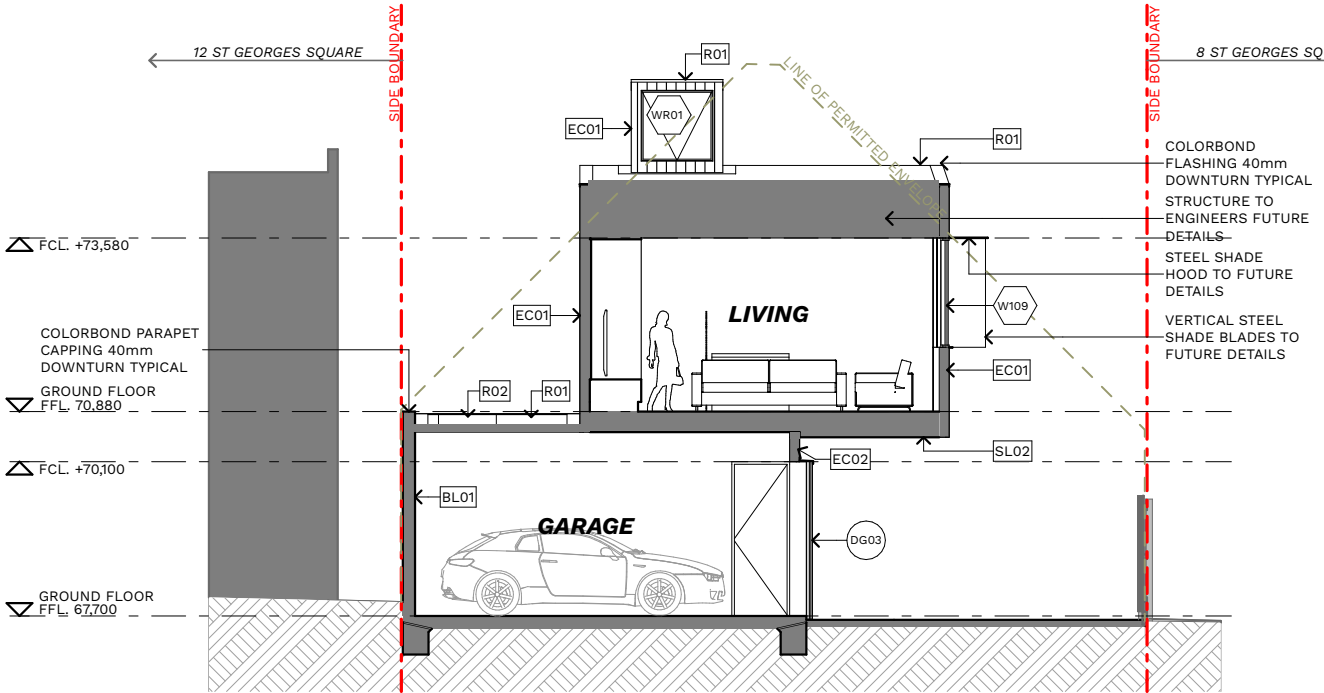
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DATE	ORIGINAL SIZE
13/12/22	A3

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1 SECTION A
1:100



2 SECTION B
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PROJECT NAME	
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SECTIONS	
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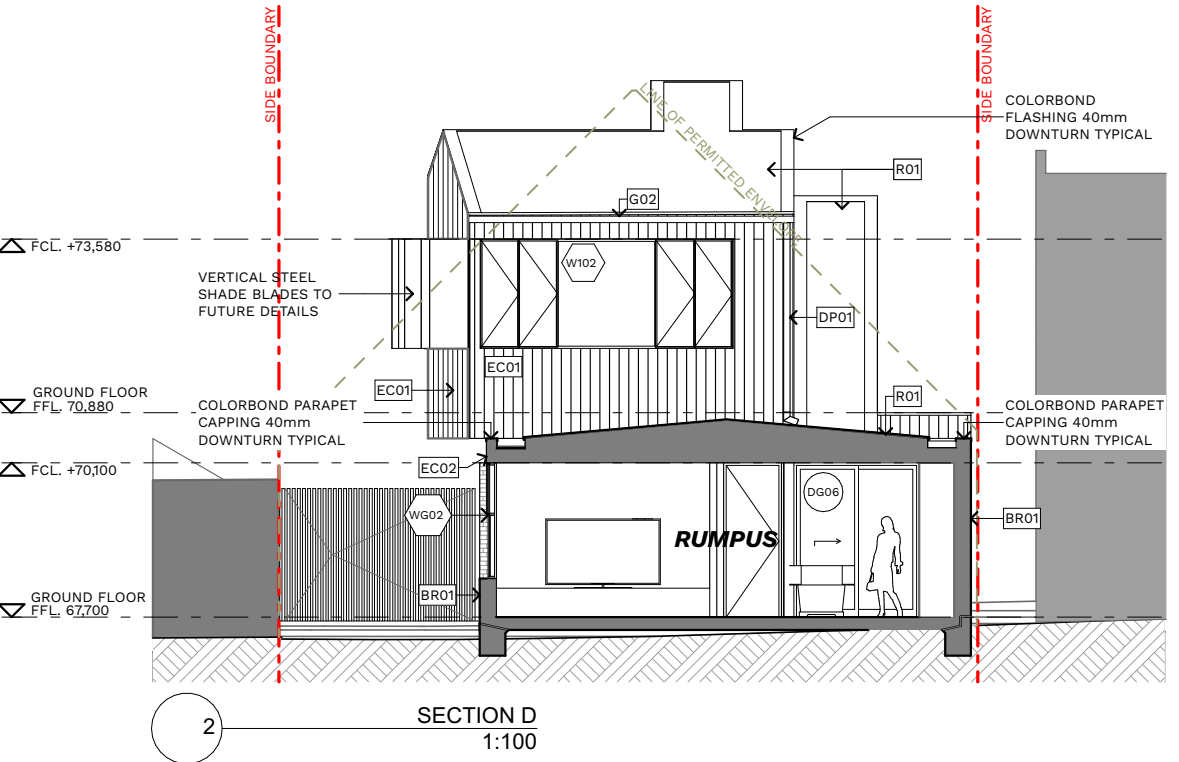
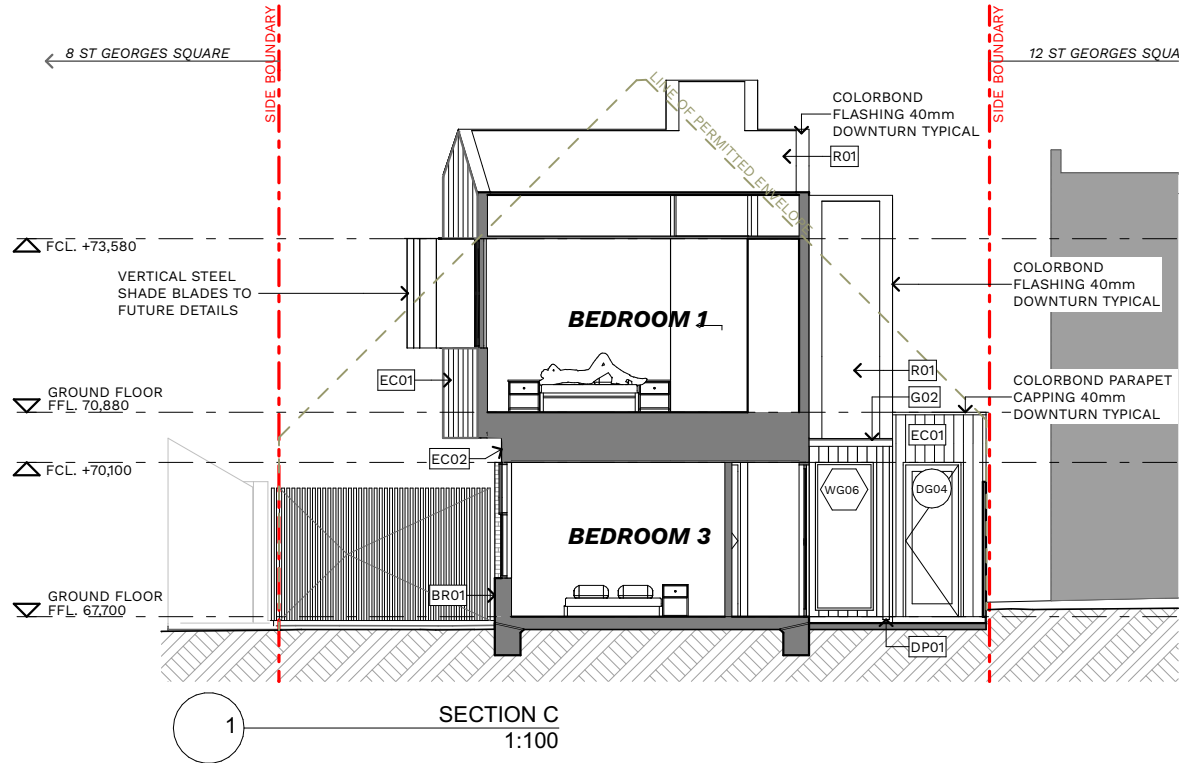
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SECTIONS

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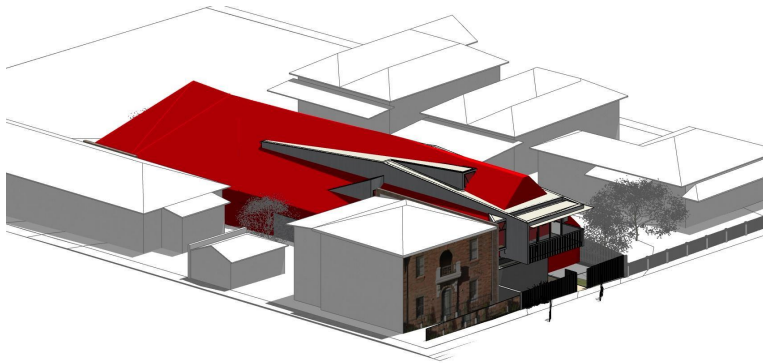
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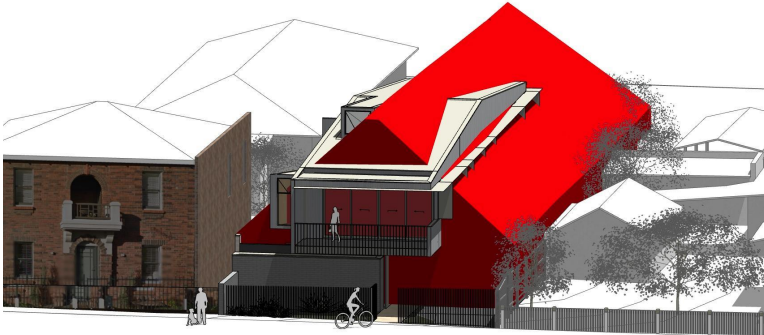
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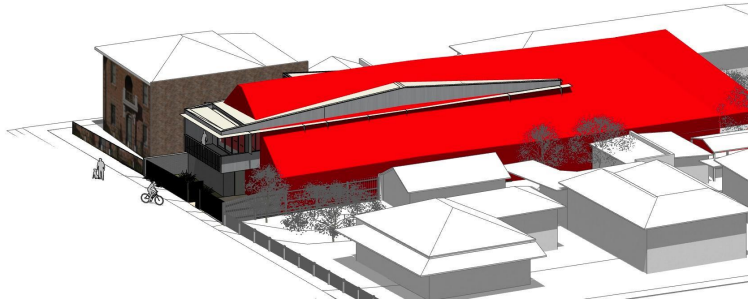
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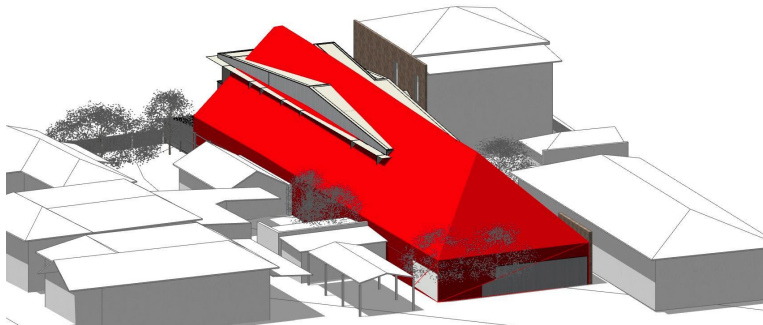
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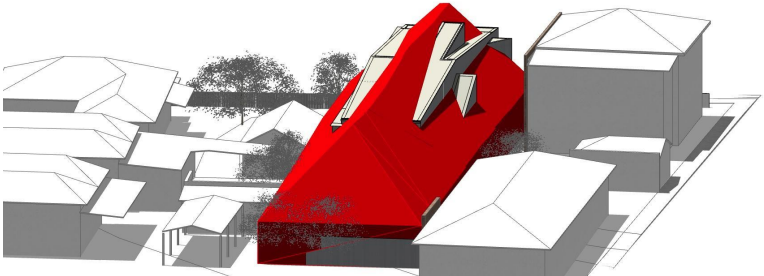
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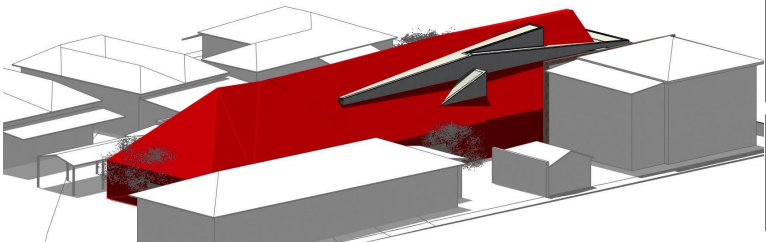
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4 PERMITTED ENVELOPE AXO 04



5 PERMITTED ENVELOPE AXO 05



6 PERMITTED ENVELOPE AXO 06

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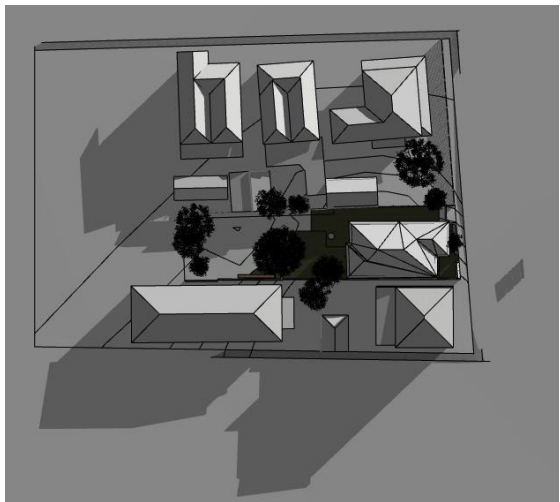
PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

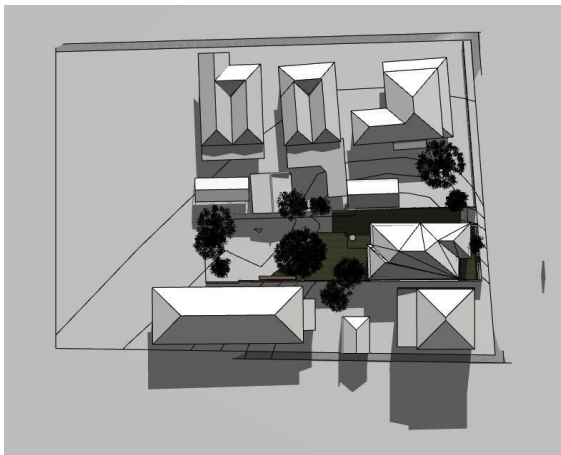
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DATE	ORIGINAL SIZE
13/12/22	A3

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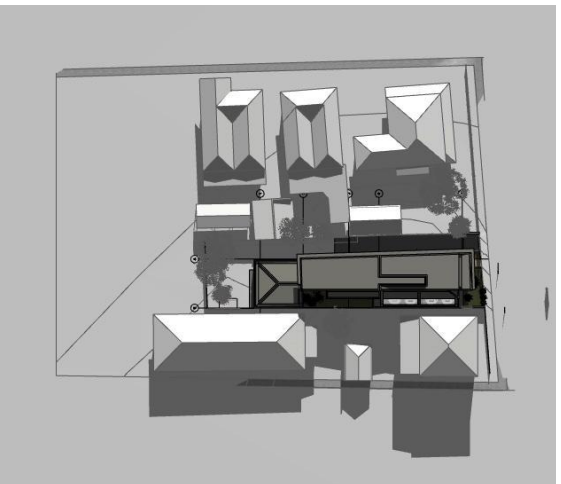
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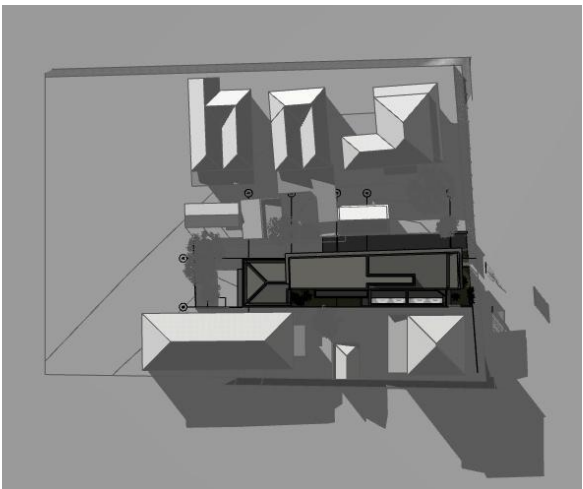
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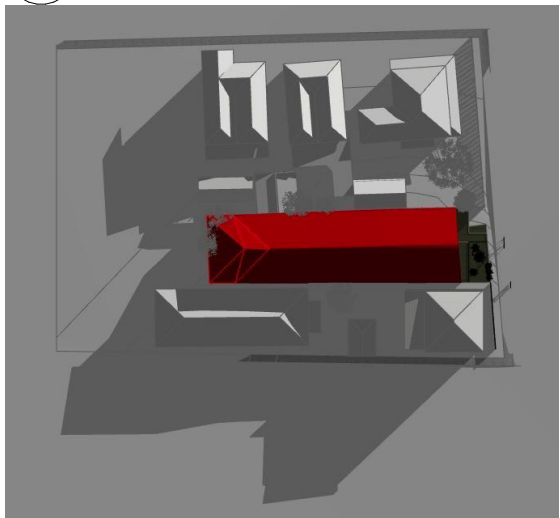
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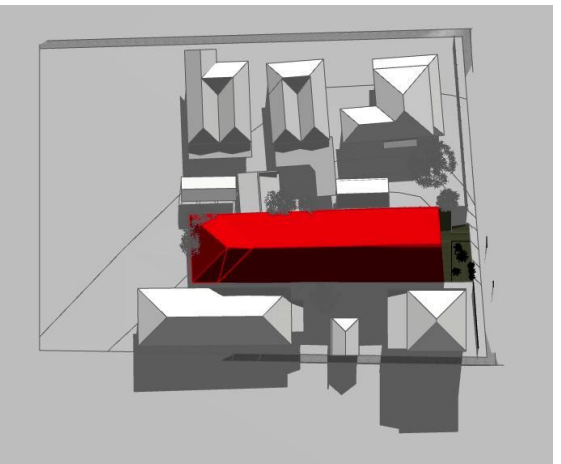
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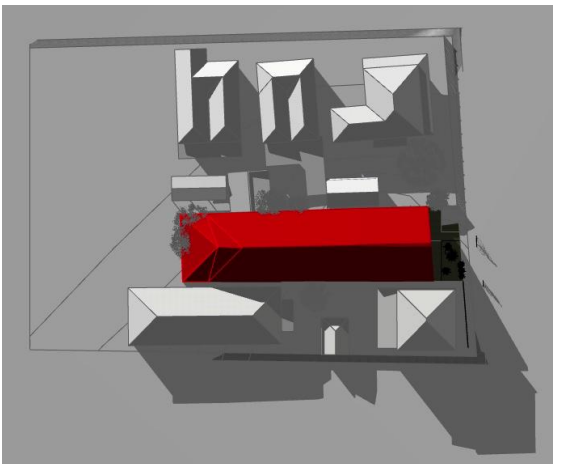
WINTER 3PM - PROPOSED



WINTER 9AM - PERMITTED ENVELOPE



WINTER 12PM - PERMITTED ENVELOPE



WINTER 3PM - PERMITTED ENVELOPE

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PROJECT NAME
10 ST GEORGES SQUARE RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
WINTER SHADOWS - PLAN DIAGRAMS

DATE	ORIGINAL SIZE
13/12/22	A3

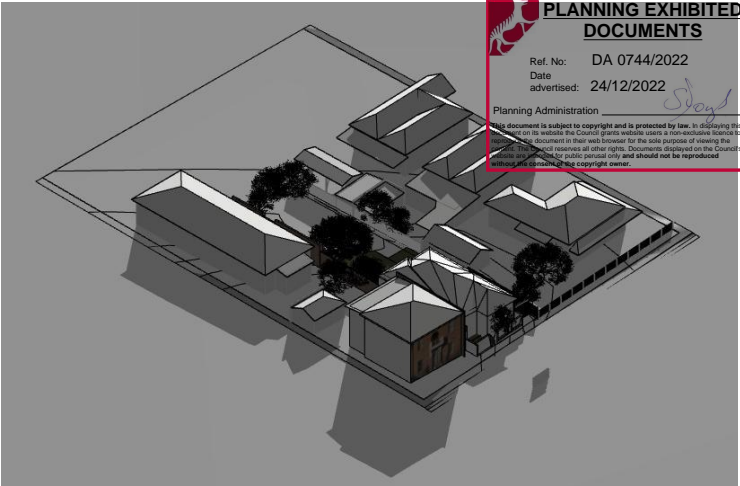
DRAWING N°	REVISION
J21048-SK11	01



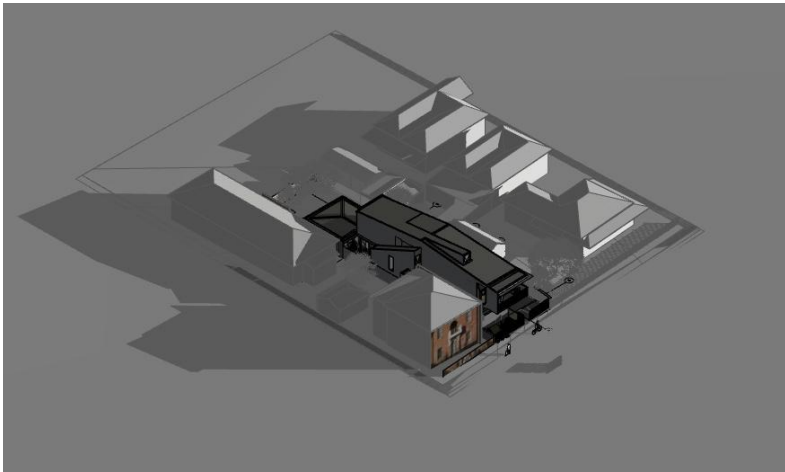
WINTER 9AM - EXISTING AXO



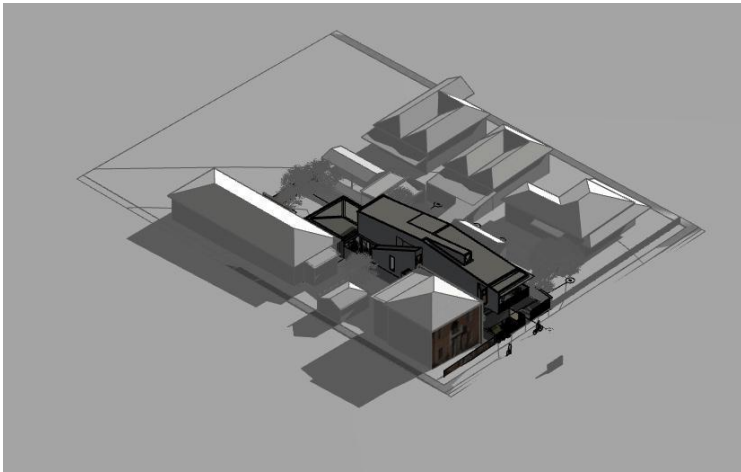
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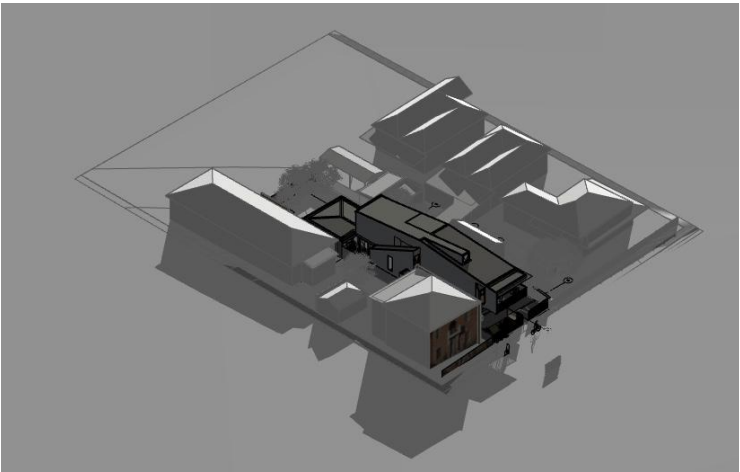
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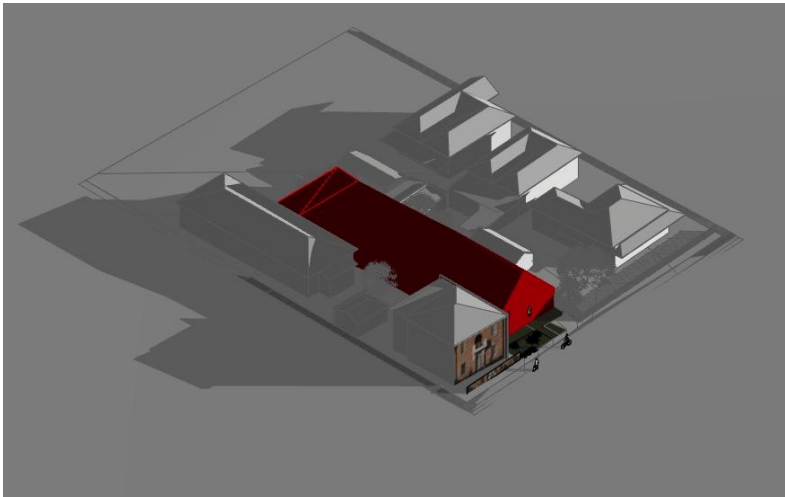
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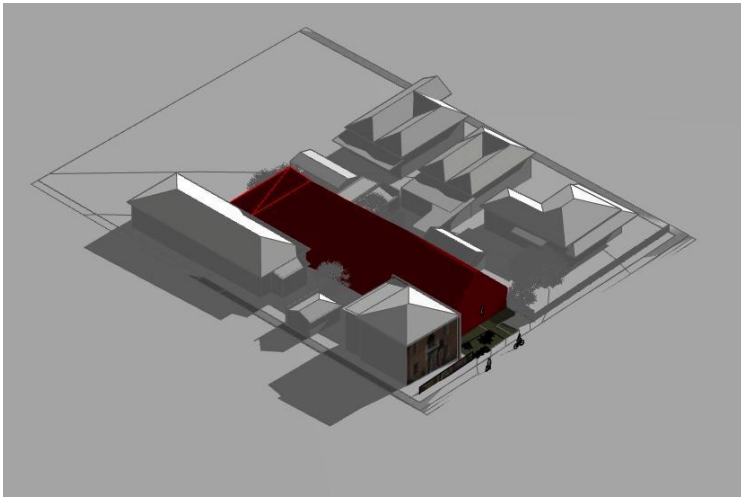
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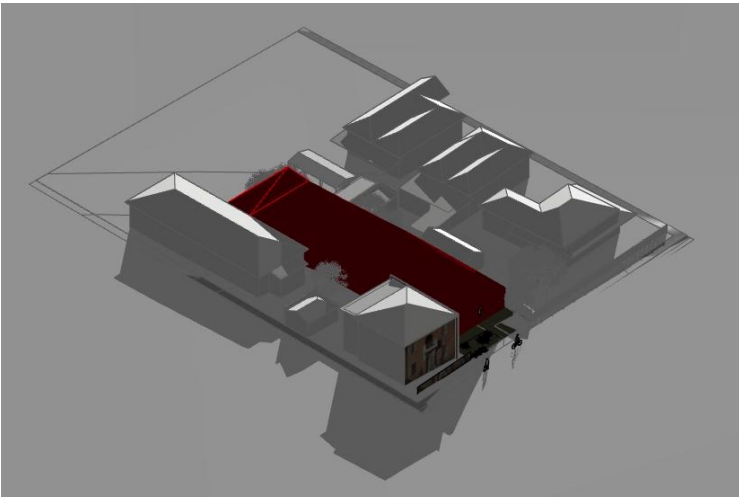
WINTER 3PM - PROPOSED AXO



WINTER 9AM - PERMITTED AXO



WINTER 12PM - PERMITTED AXO



WINTER 3PM - PERMITTED AXO

PLANNING EXHIBITED
DOCUMENTS
Ref. No: DA 0744/2022
Date advertised: 24/12/2022
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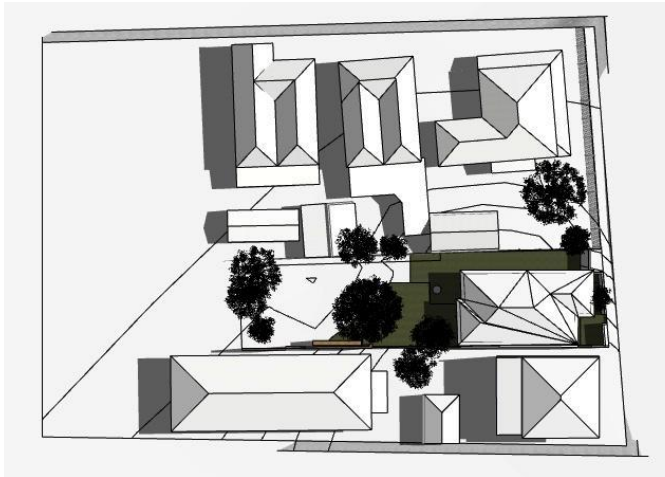
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CONCEPT DESIGN

DRAWING TITLE
WINTER SHADOWS - AXO
DIAGRAMS

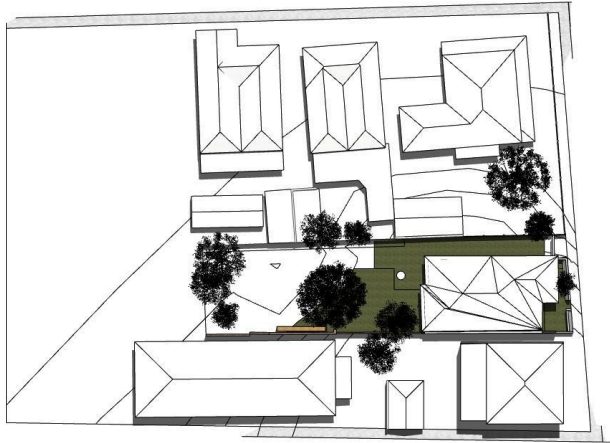
DATE	ORIGINAL SIZE
13/12/22	A3

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J21048-SK12	01

Document Set ID: 4830343
Version: 2, Version Date: 21/12/2022



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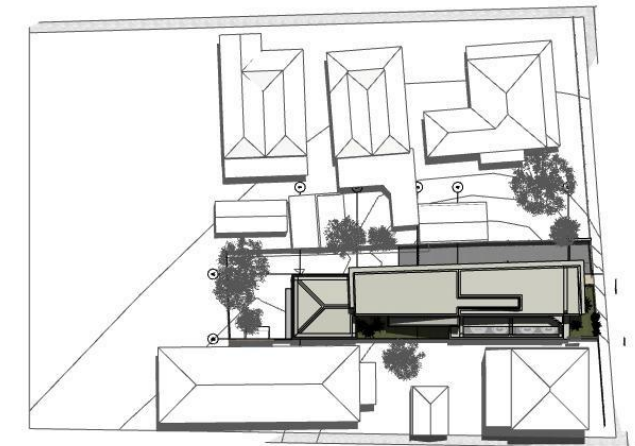
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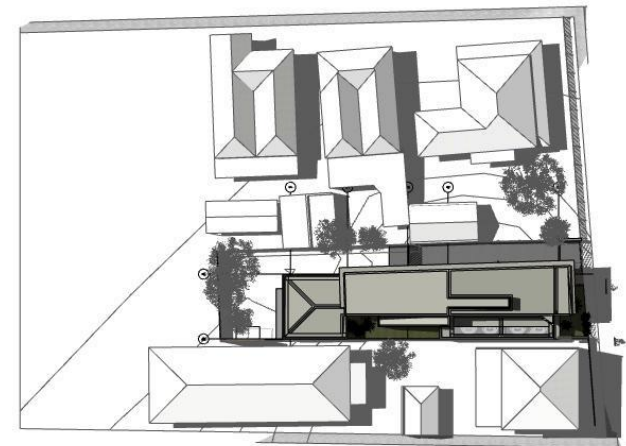
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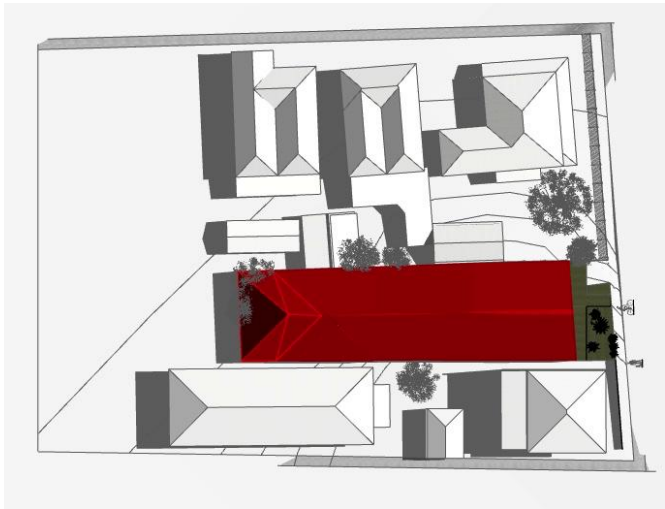
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SUMMER 12PM - PROPOSED



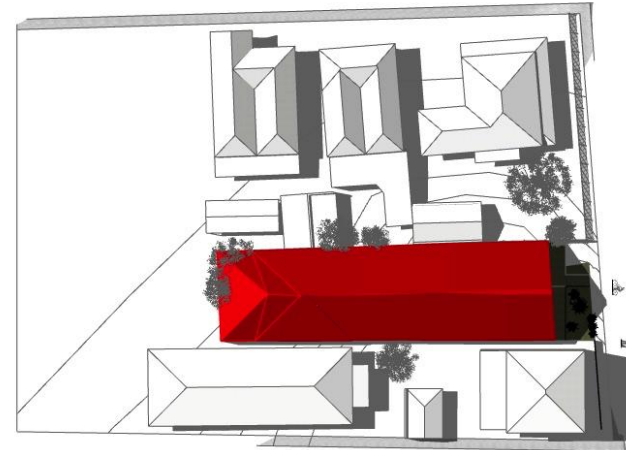
SUMMER 3PM - PROPOSED



SUMMER 9AM - PERMITTED ENVELOPE



SUMMER 12PM - PERMITTED ENVELOPE



SUMMER 3PM - PERMITTED ENVELOPE

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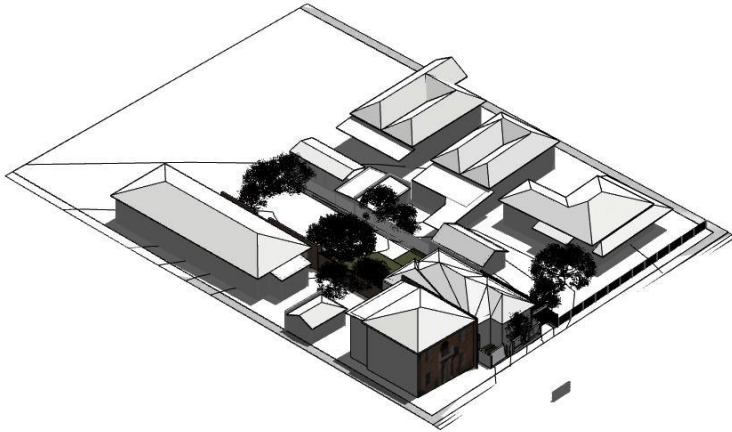
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PROJECT NAME	10 ST GEORGES SQUARE RESIDENCE
PROJECT STAGE	CONCEPT DESIGN
DRAWING TITLE	SUMMER SHADOWS - PLAN DIAGRAMS
DATE	13/12/22
ORIGINAL SIZE	A3
DRAWING N°	J21048-SK13
REVISION	01



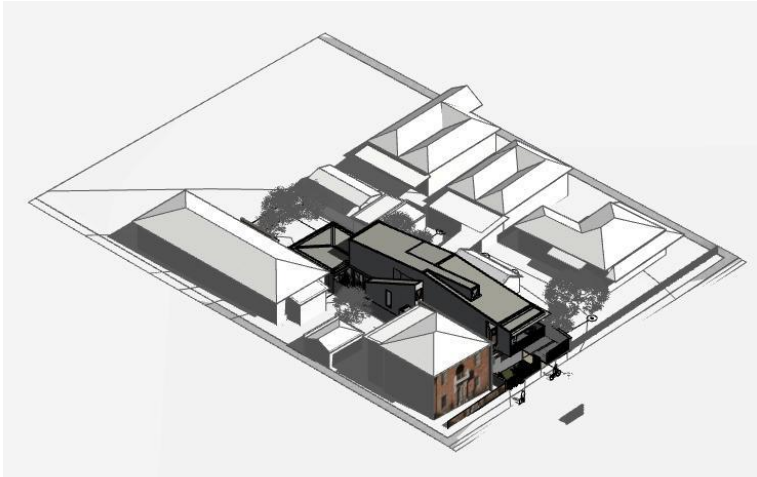
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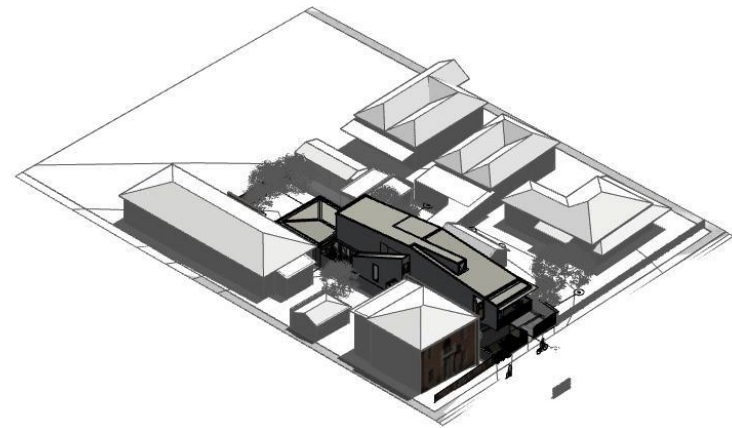
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SUMMER 3PM - EXISTING AXO



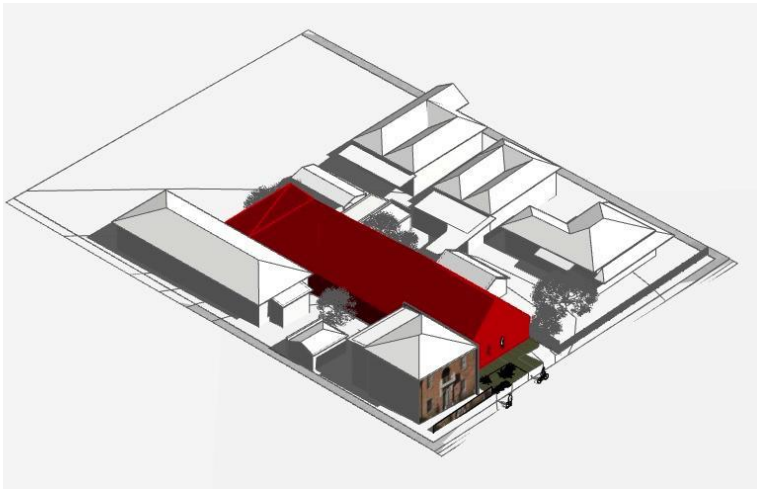
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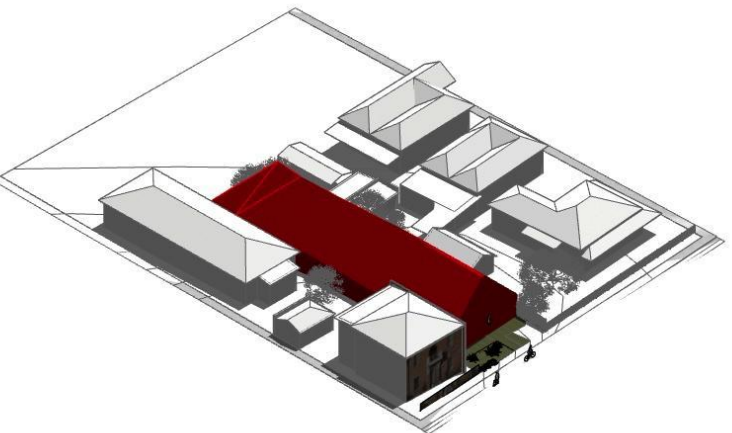
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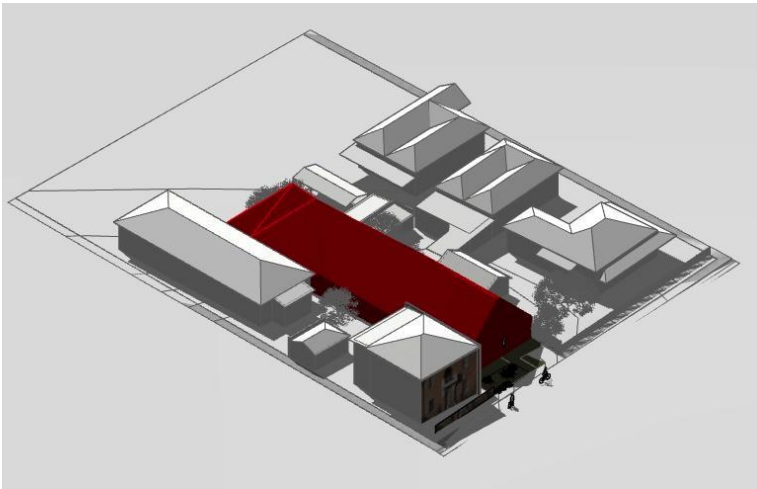
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SUMMER 9AM - PERMITTED AXO



SUMMER 12PM - PERMITTED AXO



SUMMER 3PM - PERMITTED AXO

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PROJECT NAME
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RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SUMMER SHADOWS - AXO
DIAGRAMS

DATE	ORIGINAL SIZE
13/12/22	A3

DRAWING N°	REVISION
J21048-SK14	01



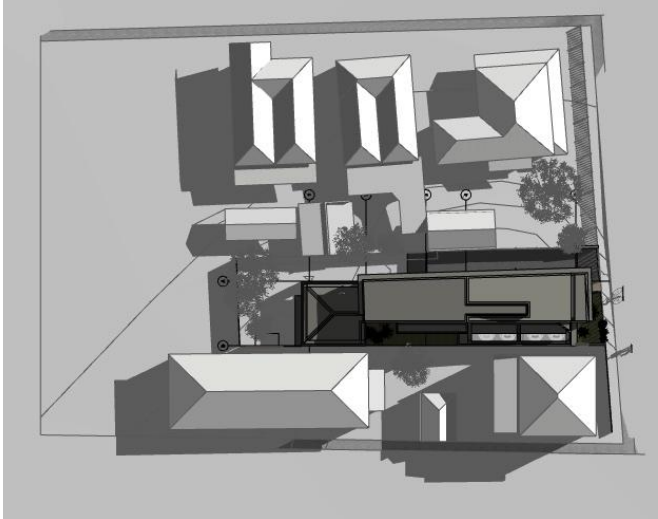
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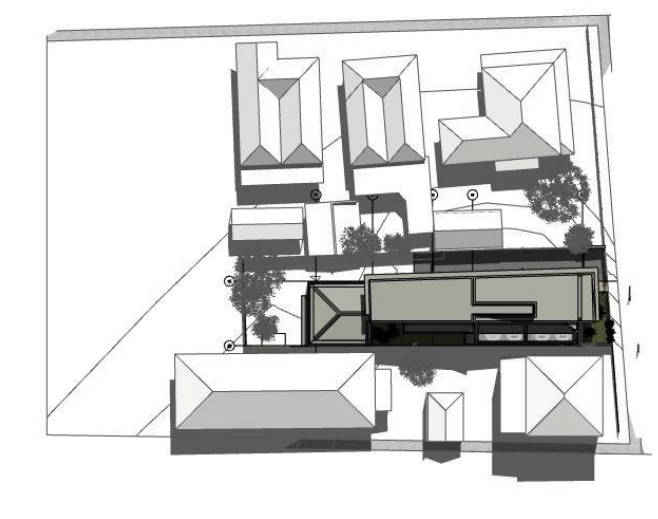
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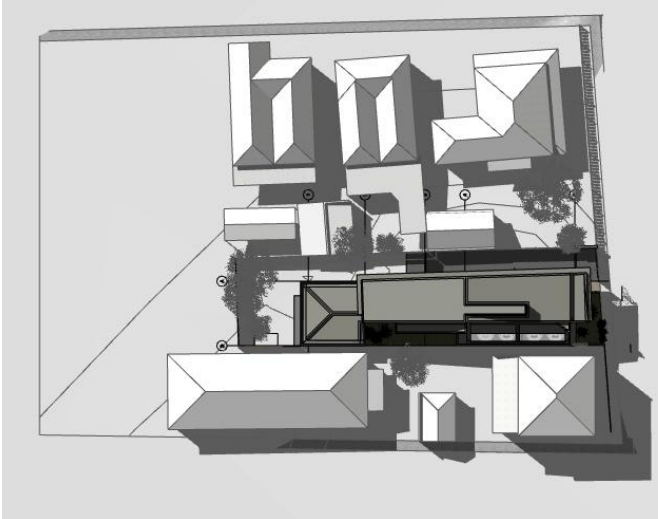
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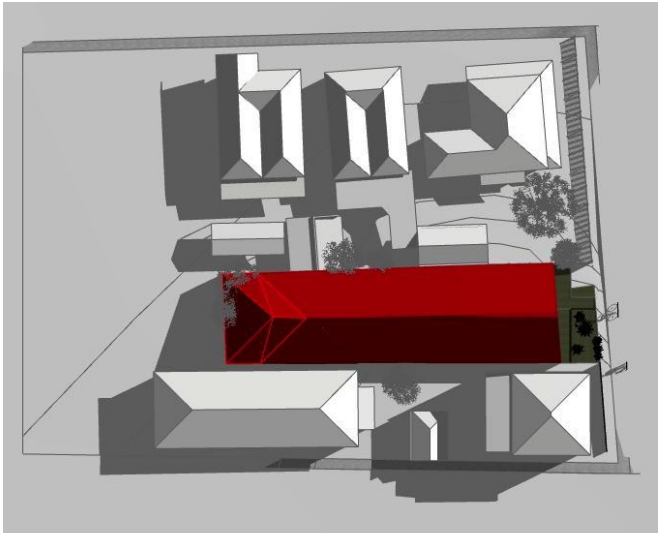
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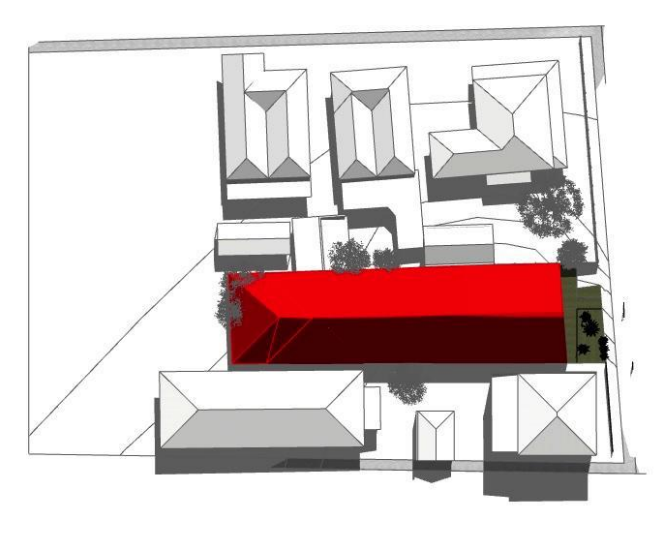
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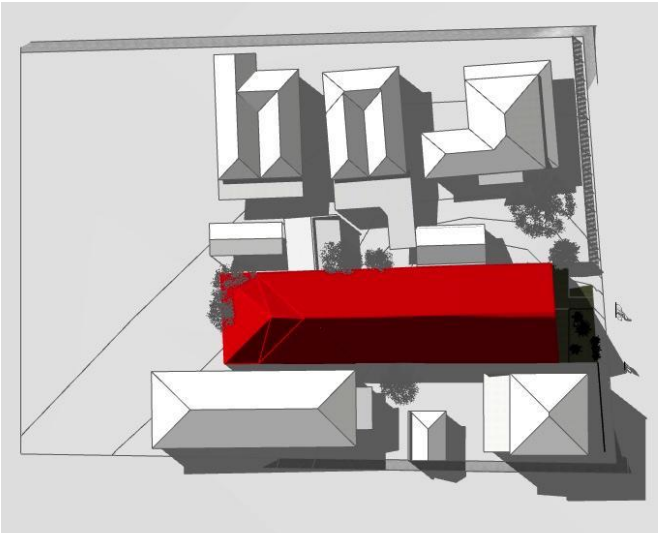
EQUINOX 3PM - PROPOSED



EQUINOX 9AM - PERMITTED ENVELOPE



EQUINOX 12PM - PERMITTED ENVELOPE



EQUINOX 3PM - PERMITTED ENVELOPE

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
EQUINOX SHADOWS - PLAN
DIAGRAMS

DATE	ORIGINAL SIZE
13/12/22	A3

DRAWING N°	REVISION
J21048-SK15	01



EQUINOX 9AM - EXISTING AXO



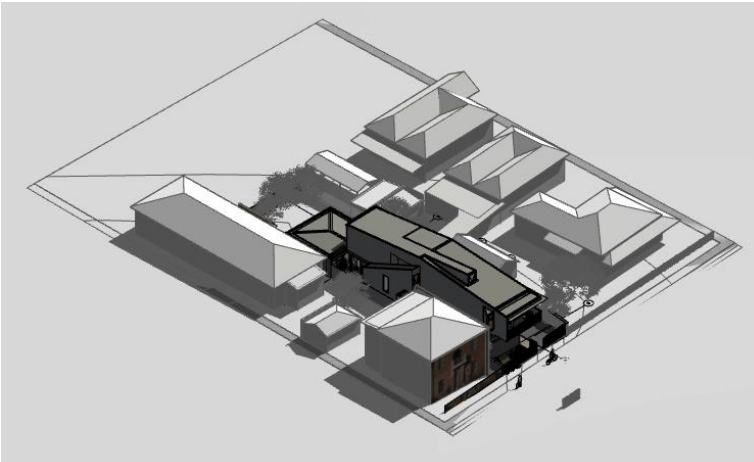
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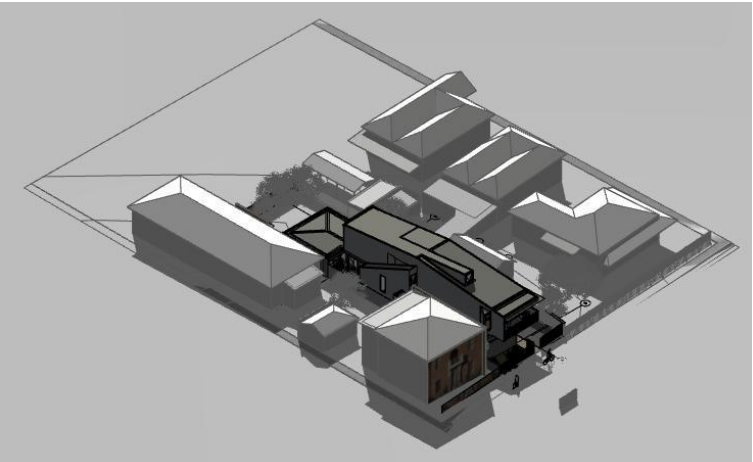
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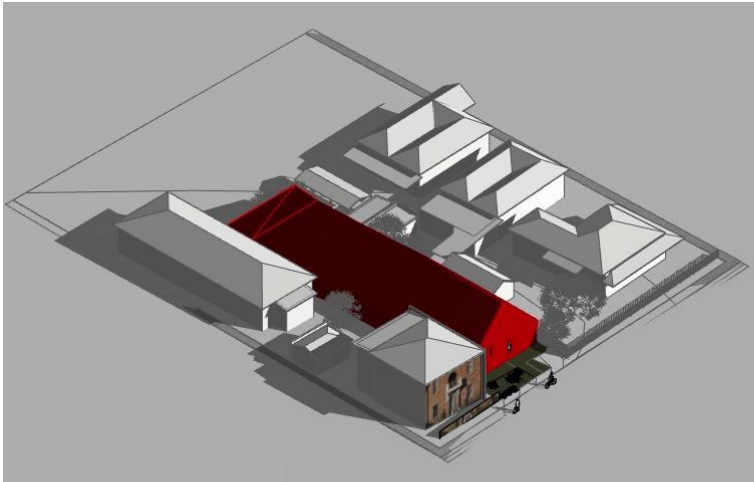
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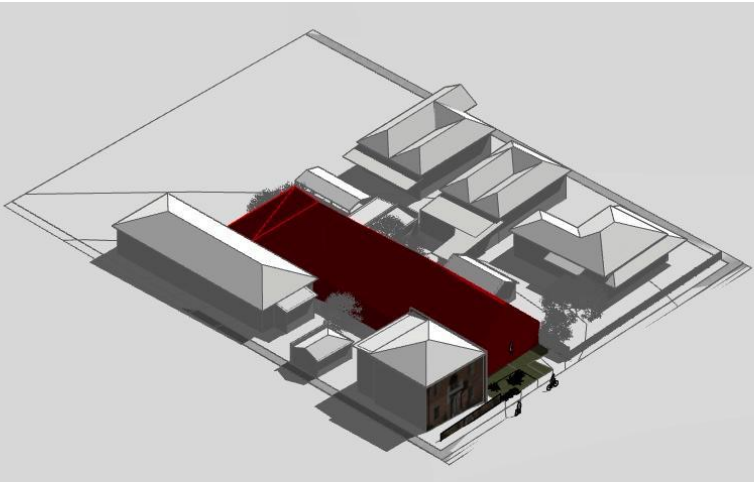
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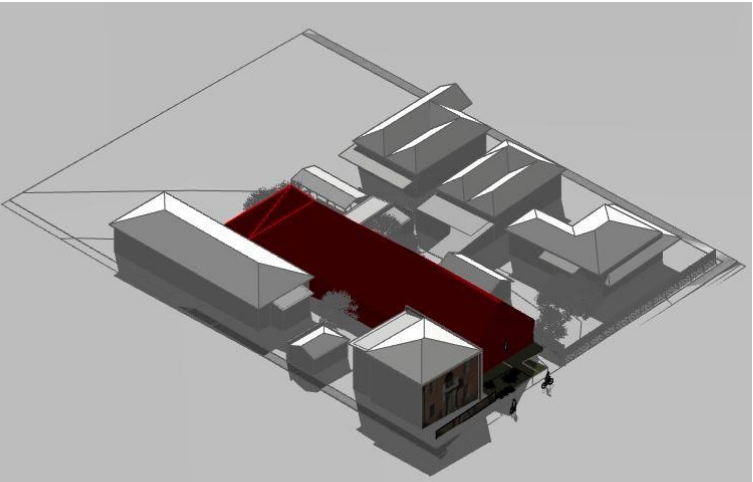
EQUINOX 3PM - PROPOSED AXO



EQUINOX 9AM - PERMITTED AXO



EQUINOX 12PM - PERMITTED AXO



EQUINOX 3PM - PERMITTED AXO

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
EQUINOX SHADOWS - AXO
DIAGRAMS

DATE	ORIGINAL SIZE
13/12/22	A3

DRAWING N°	REVISION
J21048-SK16	01

10 ST GEORGES SQUARE

RESIDENCE

ARCHITECT

ACCREDITED DESIGNER
TODD HENDERSON

ACCREDITATION N°
403832231

ARCHITECT ADDRESS
GROUND FLOOR / SUITE 2, 33 GEORGE STREET LAUNCESTON, TAS 7250 +61(3) 6333 0930

PROJECT INFOMATION

PROJECT N°
J21048

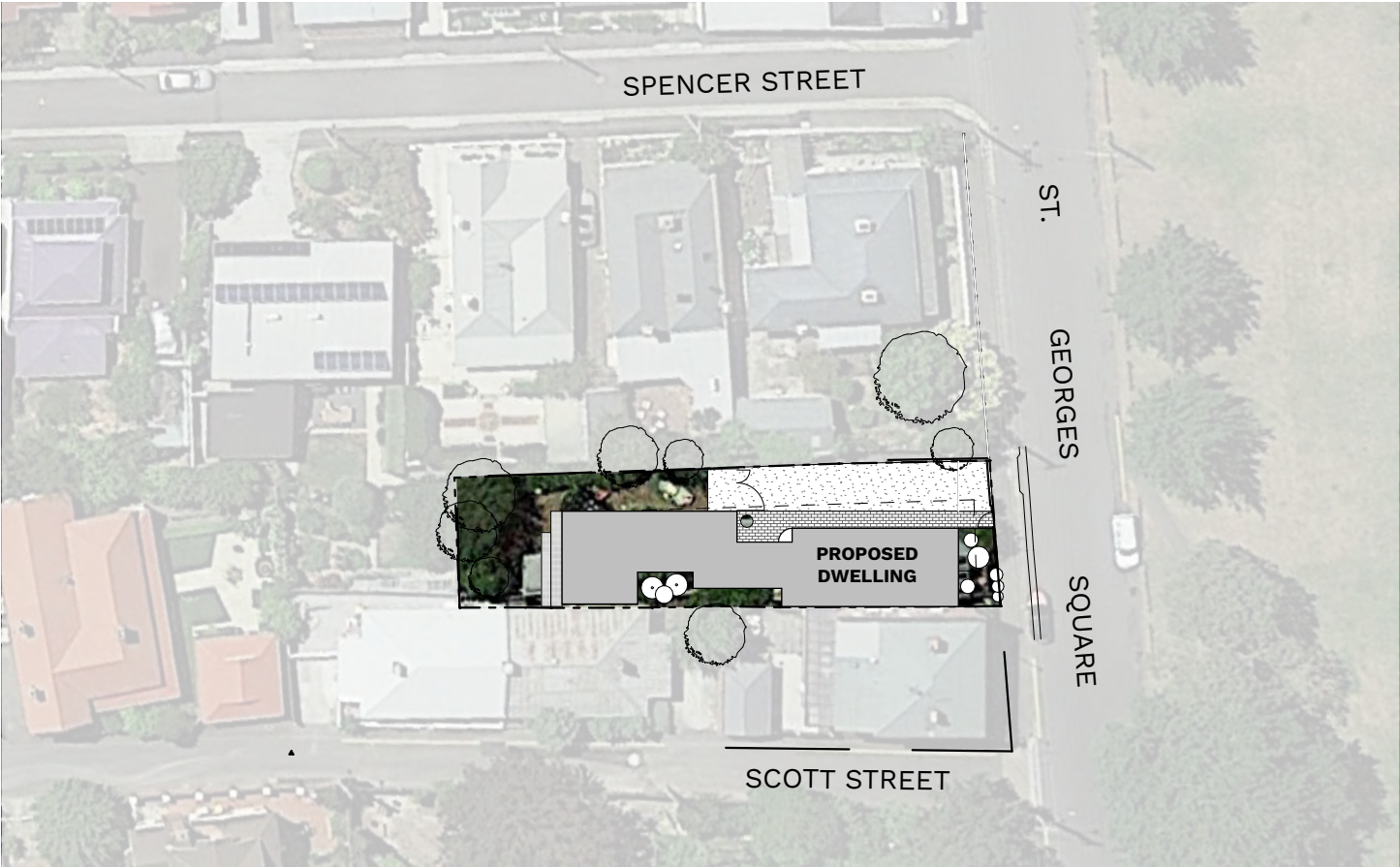
PROJECT NAME
10 ST GEORGES SQUARE RESIDENCE

PROJECT ADDRESS
10 ST. GEORGES SQUARE
EAST LAUNCESTON
TAS 7250

PLACE NAME
STONEY CREEK NATION

DETAILS

NCC CLASSIFCATION	1A
CONSTRUCTION TYPE	B
TITLE REFERENCE	107661/1 & 107660/1
DESIGN WIND SPEED	REFER ENG
SOIL CLASS	REFER ENG
CLIMATE ZONE	ZONE 7
BAL RATING	<BAL#>
ALPINE AREA	N/A
CORROSION LEVEL	<BCA Vol2 3.5.1.3>



LOCATION PLAN
1:500

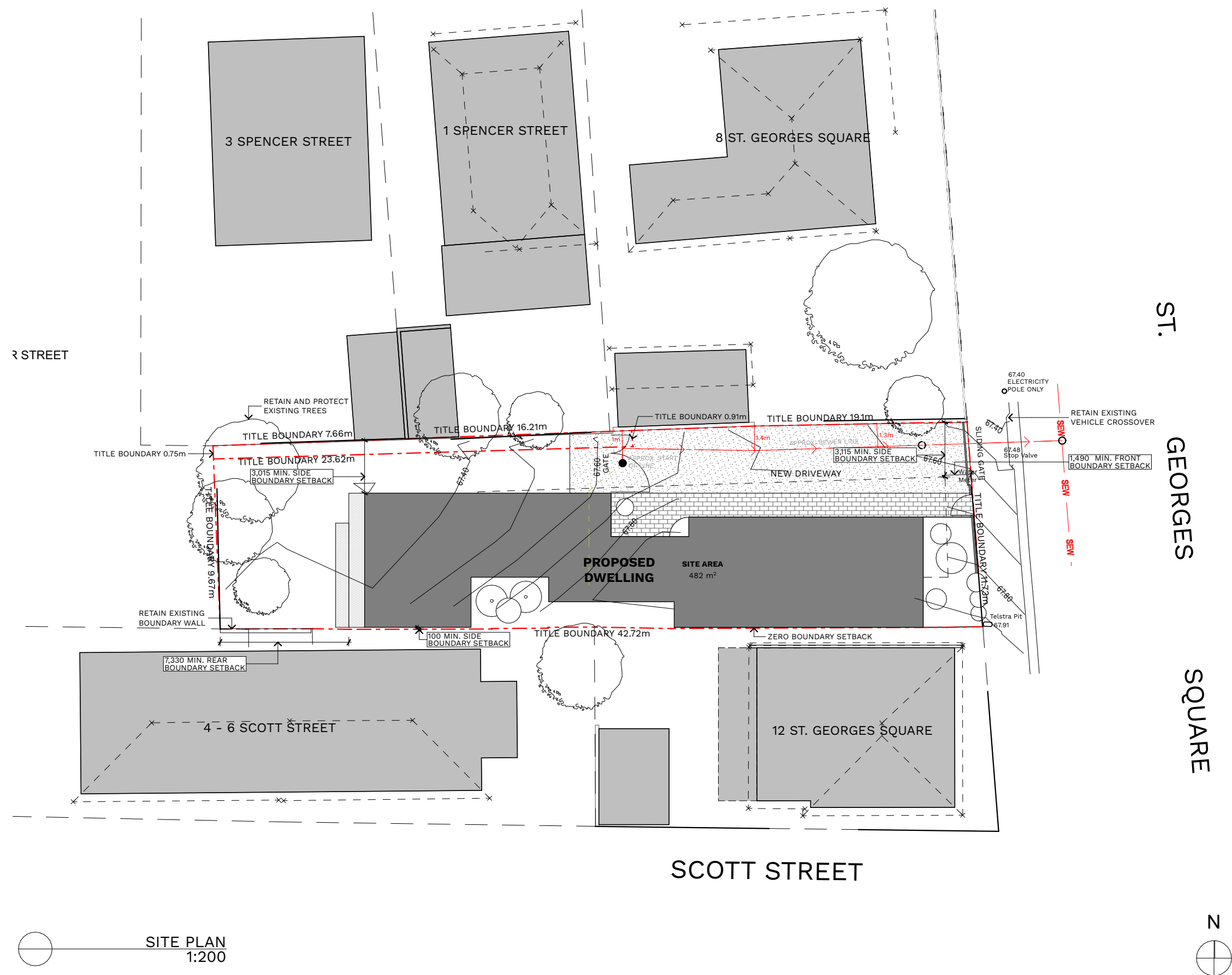


SK DRAWING LIST			
NO.	DRAWING NAME	REV	DATE
SK01	COVER PAGE	03	27/2/23
SK02	PROPOSED SITE PLAN	03	27/2/23
SK03	DEMOLITION PLAN	03	27/2/23
SK04	GROUND FLOOR PLAN	03	27/2/23
SK05	UPPER FLOOR PLAN	03	27/2/23
SK06	ELEVATIONS	03	27/2/23
SK07	ELEVATIONS	03	27/2/23
SK08	SECTIONS	03	27/2/23
SK09	SECTIONS	03	27/2/23
SK10	AXONOMETRIC VIEWS	03	27/2/23
SK11	AXONOMETRIC VIEWS	01	27/2/23
SK12	WINTER SHADOWS - PLAN DI...	03	27/2/23
SK13	WINTER SHADOWS - AXO DIA...	03	27/2/23
SK14	SUMMER SHADOWS - PLAN DI...	03	27/2/23
SK15	SUMMER SHADOWS - AXO DIA...	03	27/2/23
SK16	EQUINOX SHADOWS - PLAN DI...	03	27/2/23
SK17	EQUINOX SHADOWS - AXO DIA...	03	27/2/23
SK18	SHADOW COMPARISONS - WI...	03	27/2/23
SK19	SHADOW COMPARISONS - WI...	03	27/2/23
SK20	SHADOW COMPARISONS - SU...	03	27/2/23
SK21	SHADOW COMPARISONS - EQ...	03	27/2/23
SK22	SHADOW COMPARISONS - EQ...	03	27/2/23
SK23	ELEVATIONAL SHADOWS - WI...	02	27/2/23
SK24	ELEVATIONAL SHADOWS - SU...	02	27/2/23
SK25	ELEVATIONAL SHADOWS - EQ...	02	27/2/23
SK26	BOUNDARY WALL HEIGHT	02	27/2/23
SK27	ORIGINAL ROOF - FRONT	02	27/2/23
SK28	PROPOSED ROOF - FRONT	02	27/2/23
SK29	ORIGINAL ROOF - REAR	02	27/2/23
SK30	PROPOSED ROOF - REAR	02	27/2/23
SK31	ORIGINAL ROOF - REAR 2	02	27/2/23
SK32	PROPOSED ROOF - REAR 2	02	27/2/23
SK33	WINDOW SCHEDULE	03	27/2/23

SITE INFORMATION	
TASMANIAN STATEWIDE PLANNING SCHEME	
ZONED GENERAL RESIDENTIAL	
TOTAL SITE AREA	482m²
GROUND FLOOR AREA	96m²
FIRST FLOOR AREA	106m²
TOTAL FLOOR AREA	202m²
(EXCLUDING GARAGE AND BALCONY AREAS)	

27/2/23

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03	27/2/23	ISSUED FOR DA RFI

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PROJECT STAGE	
CONCEPT DESIGN	
DRAWING TITLE	
PROPOSED SITE PLAN	
DATE	ORIGINAL SIZE
27/2/23	A3
DRAWING N°	REVISION
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RESIDENCE**

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
DEMOLITION PLAN

DATE	ORIGINAL SIZE
27/2/23	A3

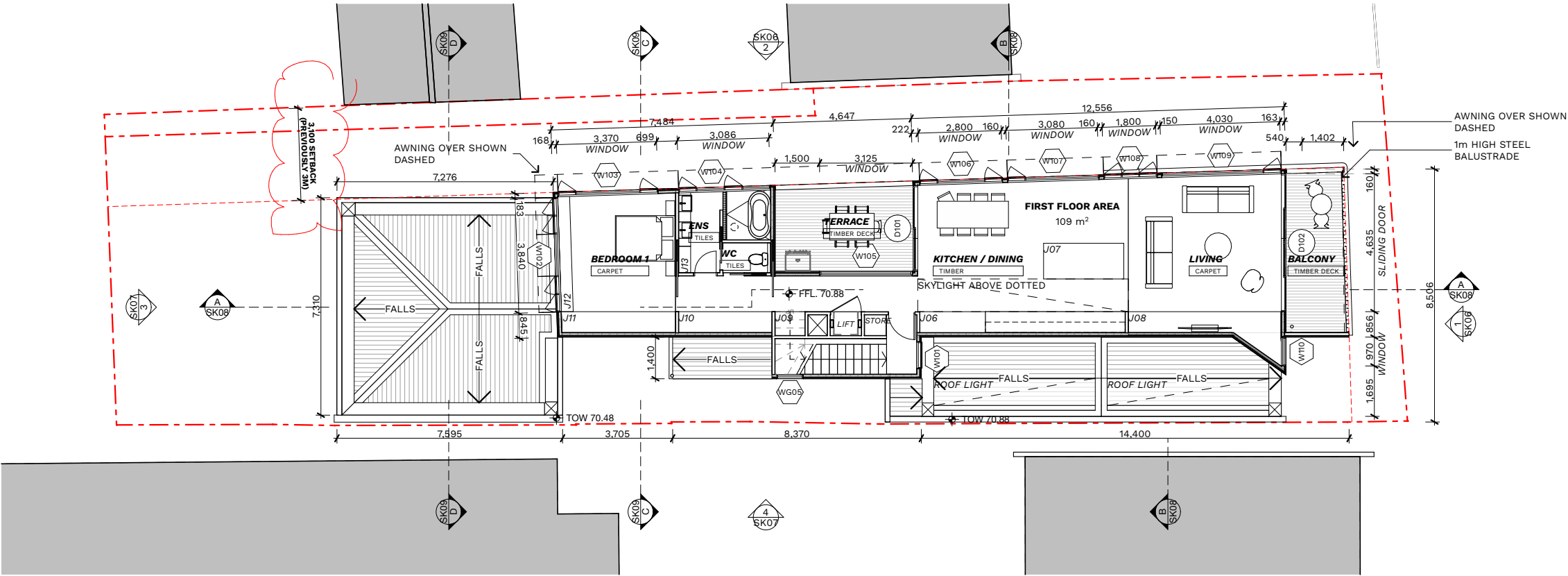
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J21048-SK03	03





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DRAWING TITLE	
GROUND FLOOR PLAN	
DATE	ORIGINAL SIZE
27/2/23	A3
DRAWING №	REVISION
J21048-SK04	03



FIRST FLOOR PLAN
1:150

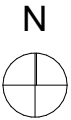
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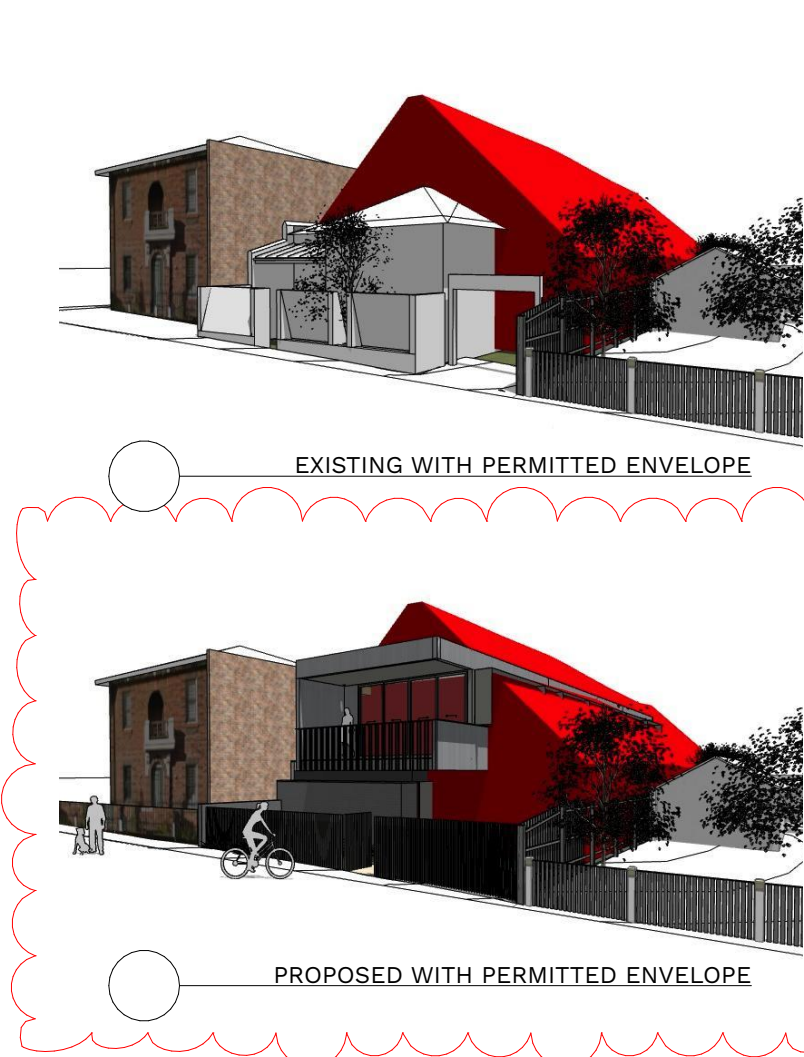
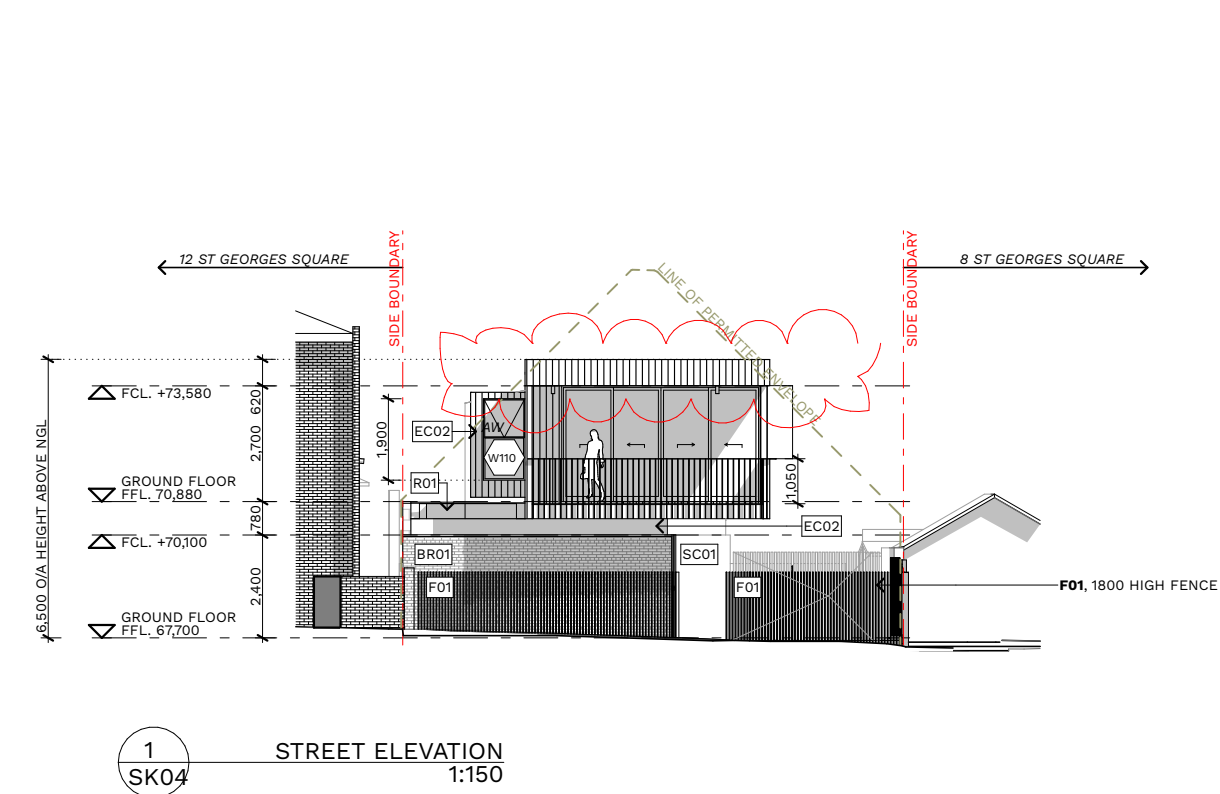
PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

DRAWING TITLE
UPPER FLOOR PLAN

DATE ORIGINAL SIZE
27/2/23 A3

DRAWING N° REVISION
J21048-SK05 03





EXTERIOR FINISHES

ROOF

R01: COLORBOND ROOF SHEET, LIGHT FINISH TO FUTURE SELECTION.

G01: 450mm CUSTOM FOLDED BOX GUTTER.

G02: COLORBOND EAVE GUTTER, PROFILE TO ARCHITECTS FUTURE SELECTION.

FASCIA:

DP01: 90mm DIAM. DOWNPIPE.

RAIN HEADS:

CLADDINGS

BR01: LIGHT COLOURED BRICK, TO FUTURE SELECTION

EC01: EQUITONE FIBRE CEMENT PANELS OR SIMILAR (OFF WHITE COLOUR)

EC02: COLORBOND FLASHING

F01: STEEL BATTEN AND **BR01.**

SC01: SANDSTONE TILES

BL01: 190mm BLOCKWORK

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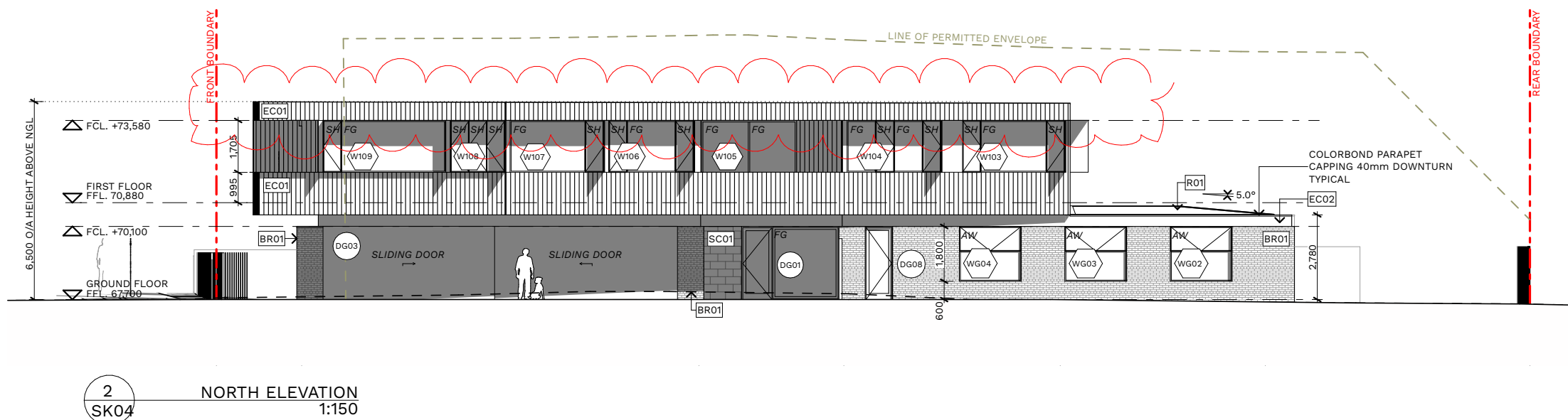
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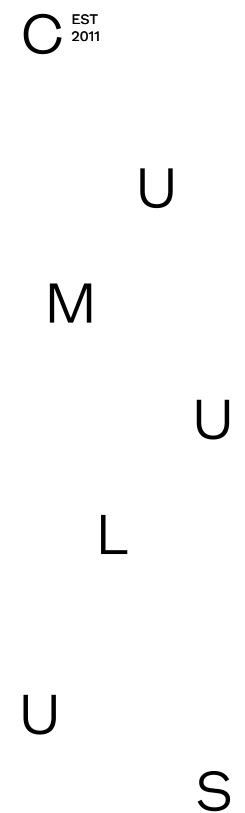
PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
ELEVATIONS

DATE ORIGINAL SIZE
27/2/23 A3

DRAWING Nº REVISION
J21048-SK06 03

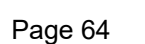


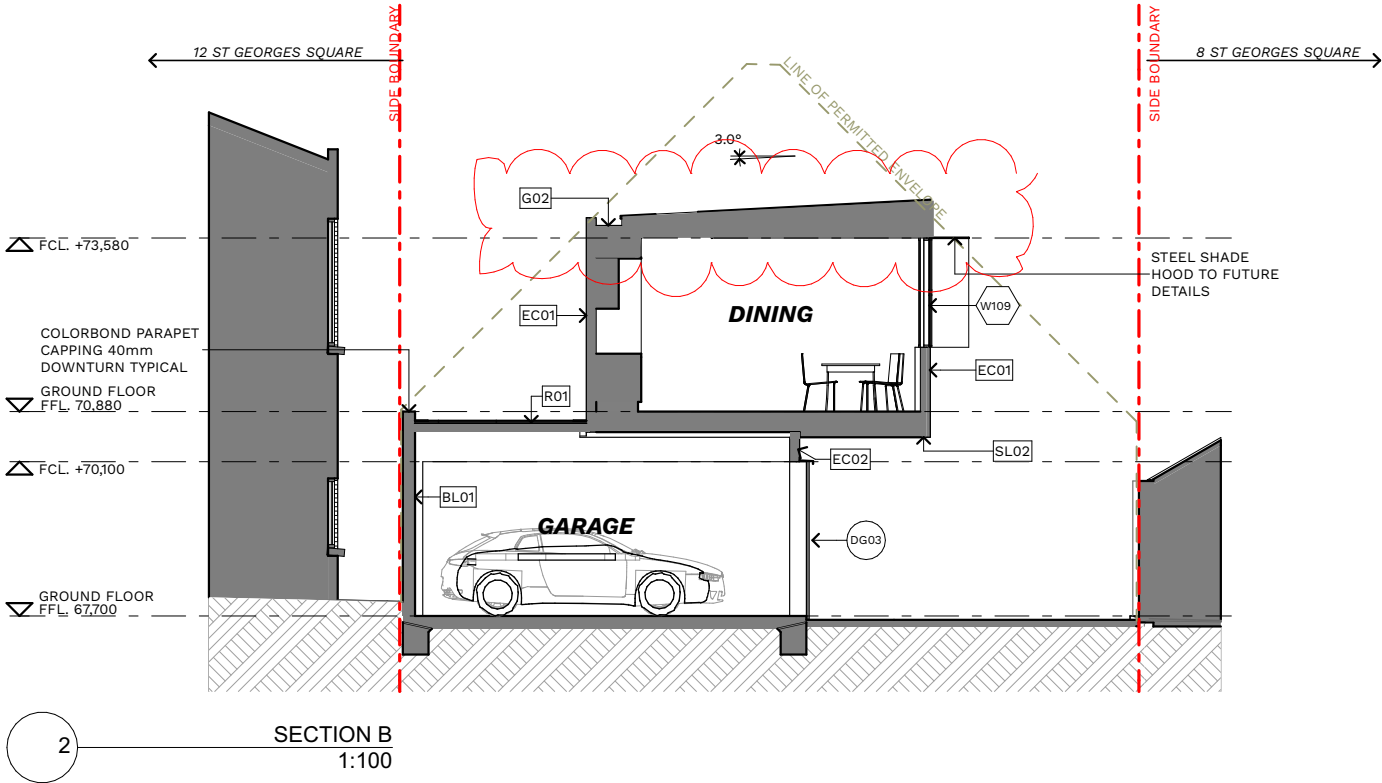
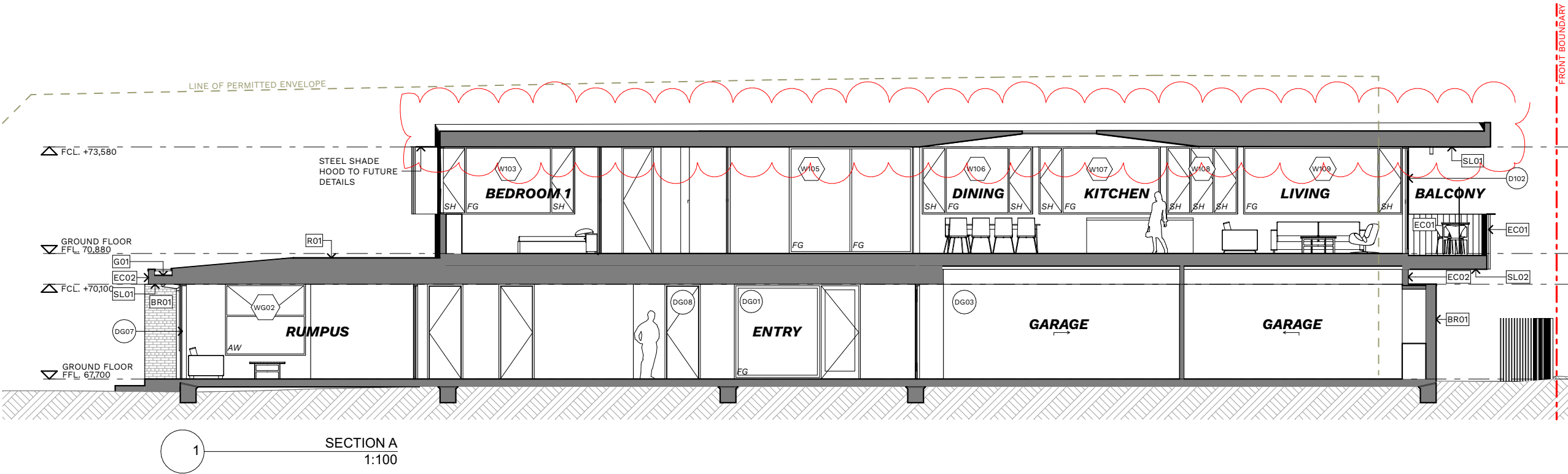


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DRAWING №	REVISION
J21048-SK07	03





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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

DRAWING TITLE
SECTIONS

DATE ORIGINAL SIZE
27/2/23 A3

DRAWING N° REVISION
J21048-SK08 03

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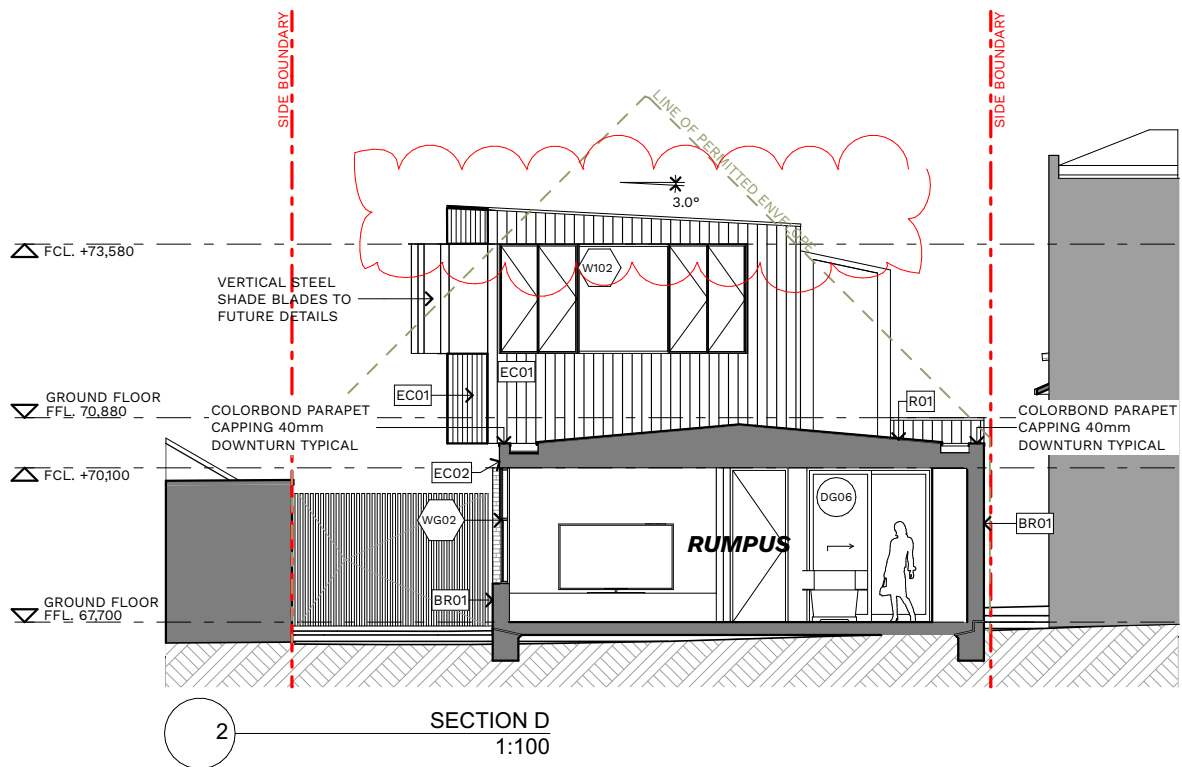
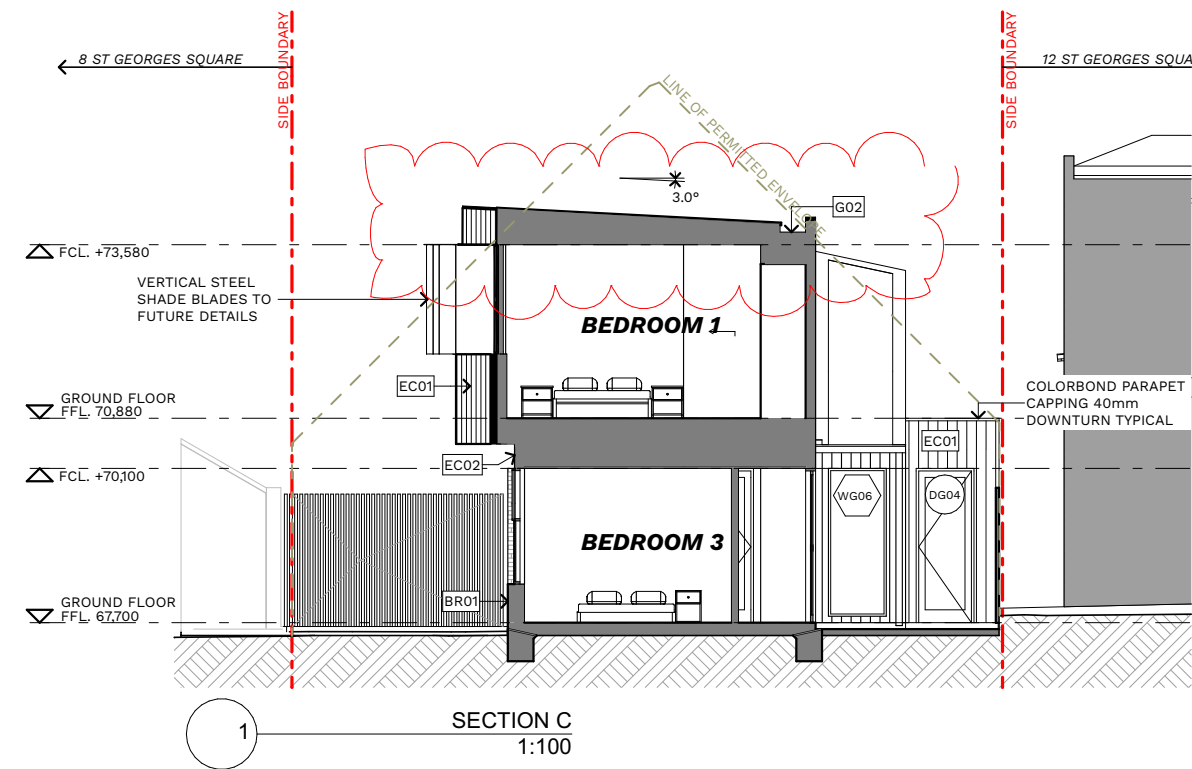
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REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RF1
03	27/2/23	ISSUED FOR DA RF1

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PROJECT NAME
**10 ST GEORGES
SQUARE
RESIDENCE**

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SECTIONS

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK09	03

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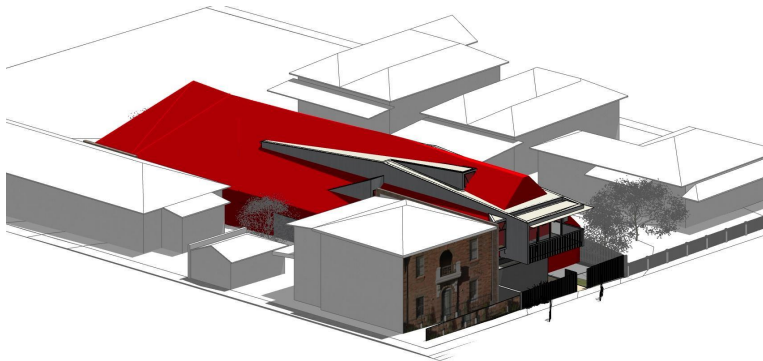
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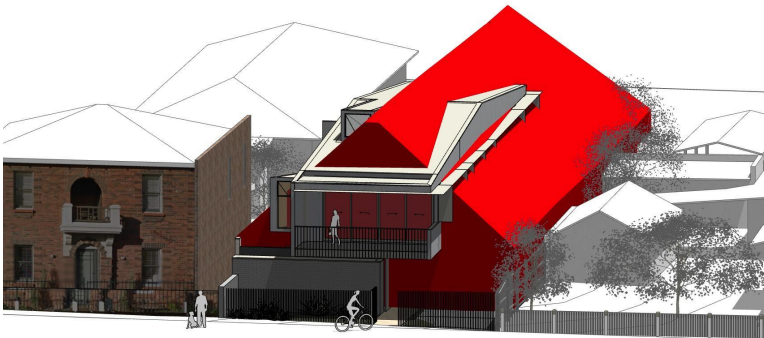
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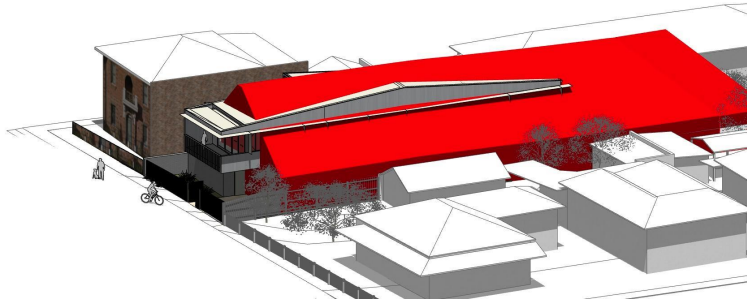
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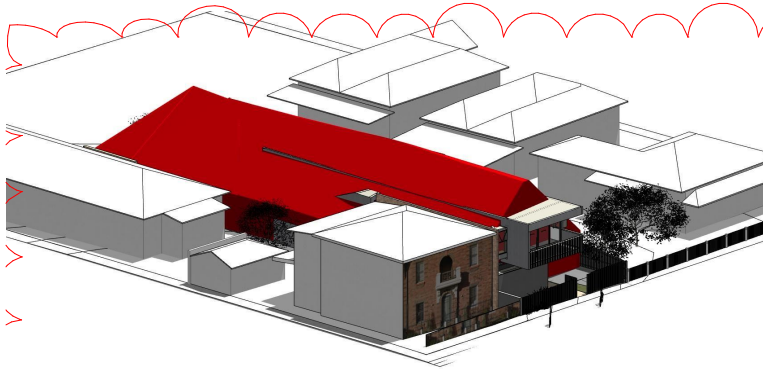
1 ORIGINAL - PERMITTED ENVELOPE AXO 01



2 ORIGINAL - PERMITTED ENVELOPE AXO 02



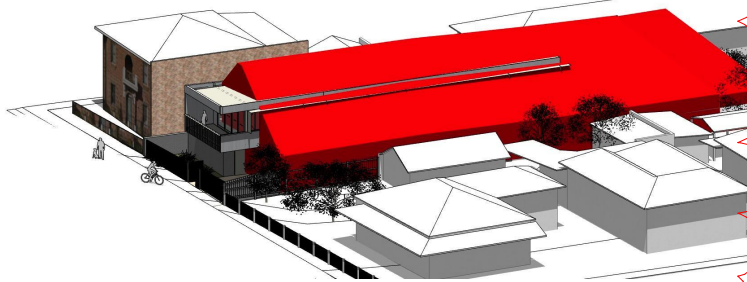
3 ORIGINAL - PERMITTED ENVELOPE AXO 03



4 PROPOSED - PERMITTED ENVELOPE AXO 01



5 PROPOSED - PERMITTED ENVELOPE AXO 02



6 PROPOSED - PERMITTED ENVELOPE AXO 03

REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME	10 ST GEORGES SQUARE RESIDENCE
PROJECT STAGE	CONCEPT DESIGN
DRAWING TITLE	AXONOMETRIC VIEWS
DATE	27/2/23
ORIGINAL SIZE	A3
DRAWING N°	J21048-SK10
REVISION	03

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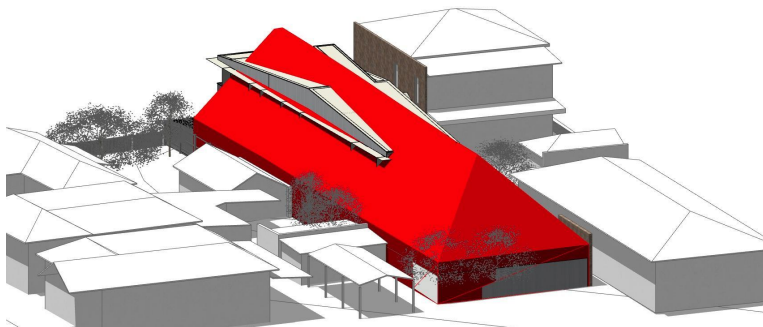
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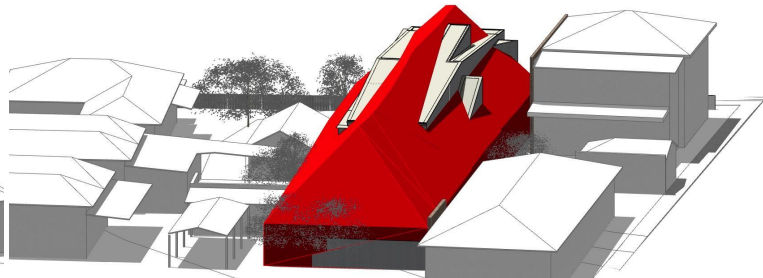
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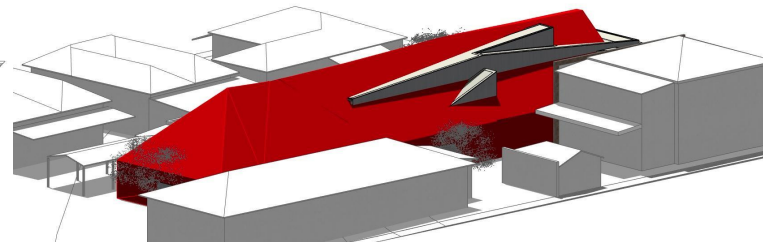
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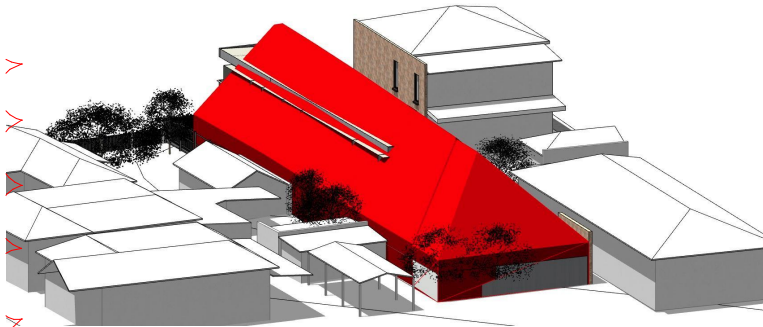
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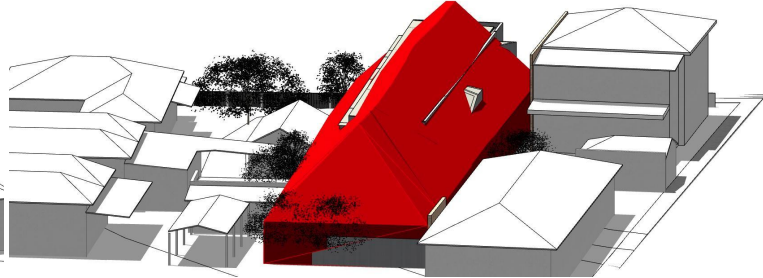
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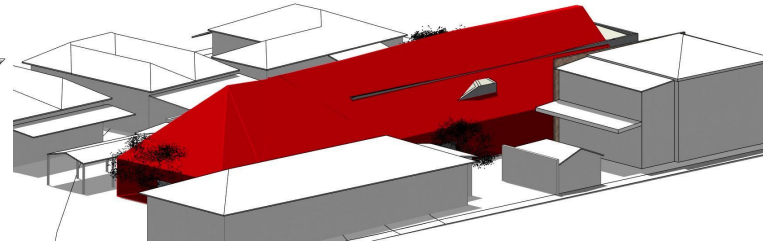
3 ORIGINAL - PERMITTED ENVELOPE AXO 06



4 PROPOSED - PERMITTED ENVELOPE AXO 04



5 PROPOSED - PERMITTED ENVELOPE AXO 05



6 PROPOSED - PERMITTED ENVELOPE AXO 06

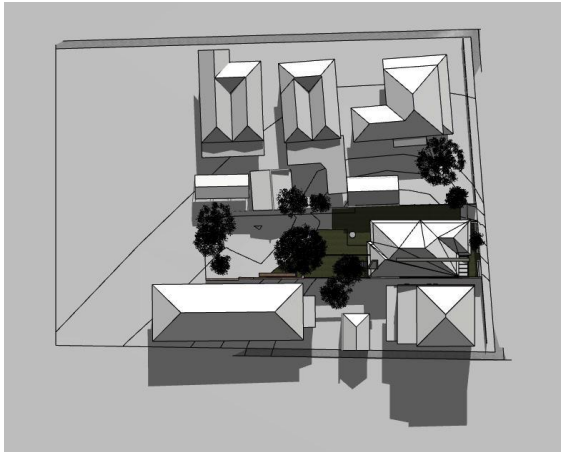
REV	DATE	PURPOSE
01	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME 10 ST GEORGES SQUARE RESIDENCE	
PROJECT STAGE CONCEPT DESIGN	
DRAWING TITLE AXONOMETRIC VIEWS	
DATE 27/2/23	ORIGINAL SIZE A3
DRAWING N° J21048-SK11	REVISION 01



1 WINTER 9AM - EXISTING BUILDING



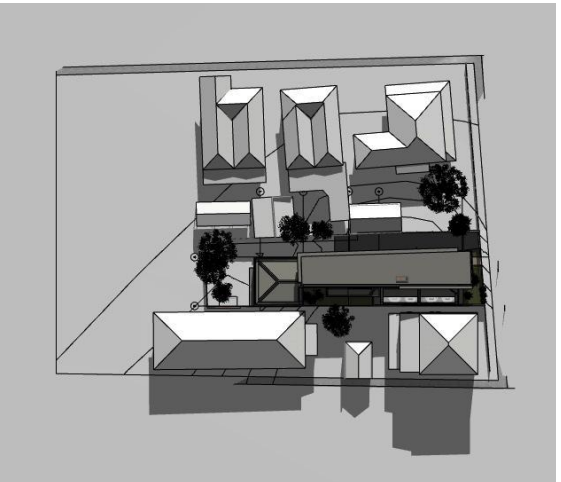
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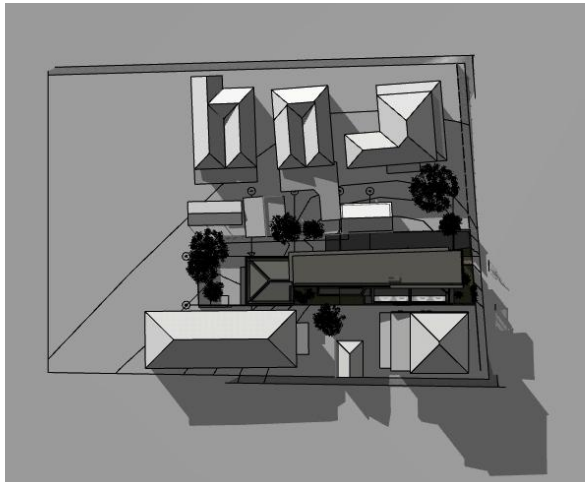
3 WINTER 3PM - EXISTING BUILDING



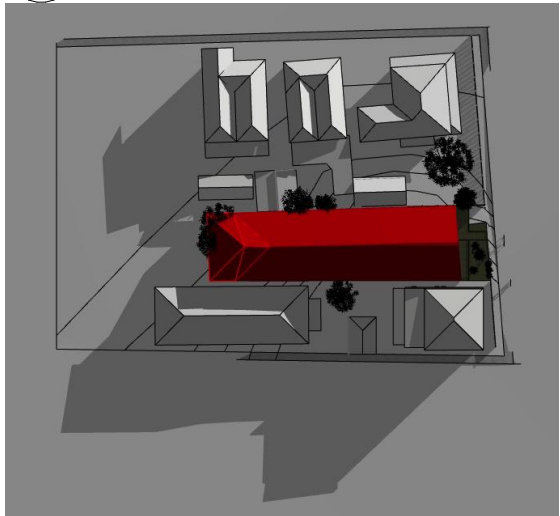
4 WINTER 9AM - PROPOSED



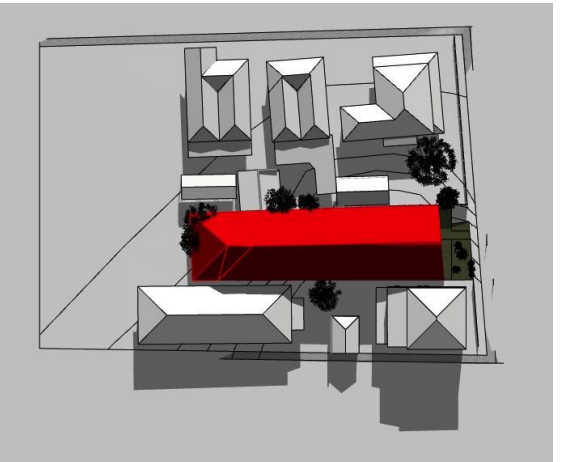
5 WINTER 12PM - PROPOSED



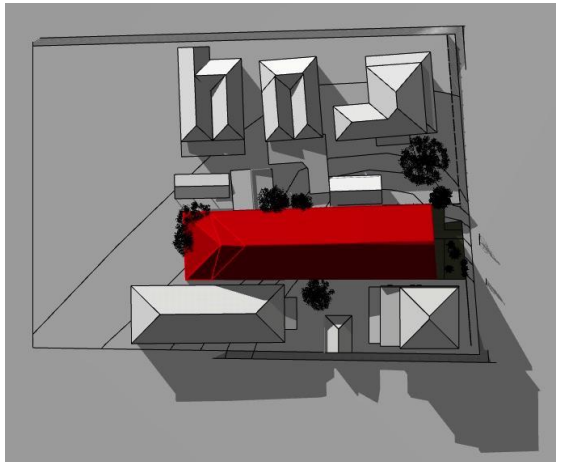
6 WINTER 3PM - PROPOSED



7 WINTER 9AM - PERMITTED ENVELOPE



8 WINTER 12PM - PERMITTED ENVELOPE



9 WINTER 3PM - PERMITTED ENVELOPE

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REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RF1
03	27/2/23	ISSUED FOR DA RF1

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PROJECT NAME
**10 ST GEORGES
SQUARE
RESIDENCE**

PROJECT STAGE
CONCEPT DESIGN

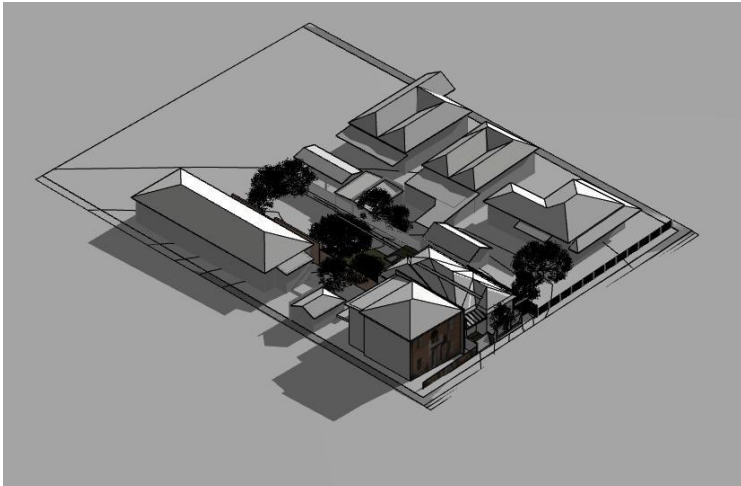
DRAWING TITLE
WINTER SHADOWS - PLAN
DIAGRAMS

DATE	ORIGINAL SIZE
27/2/23	A3

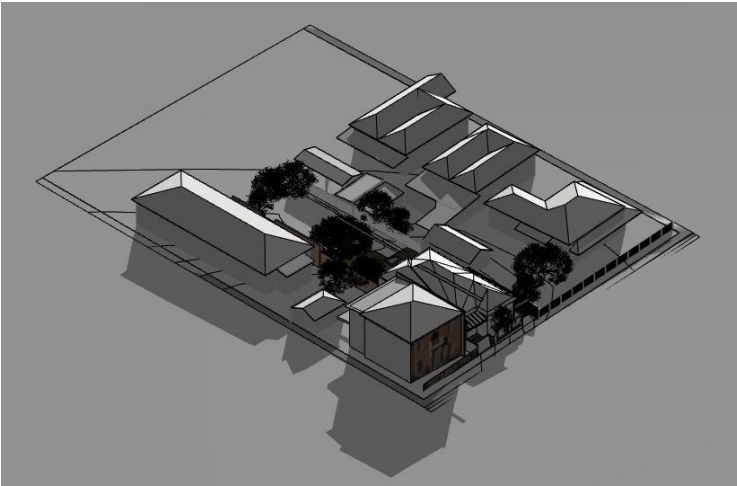
DRAWING N°	REVISION
J21048-SK12	03



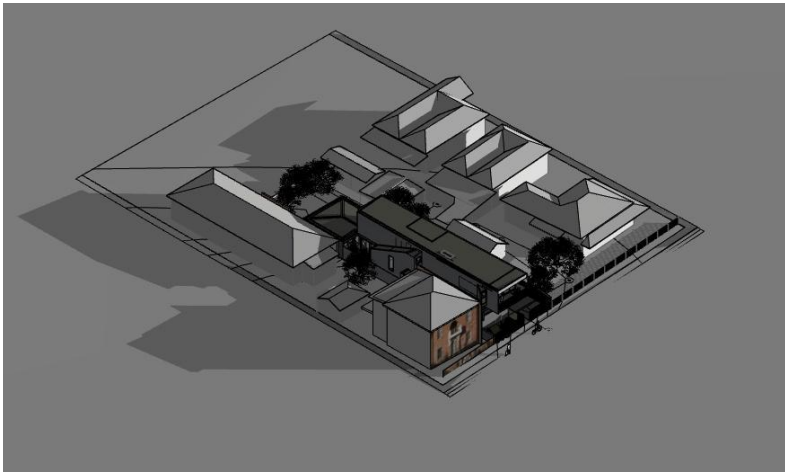
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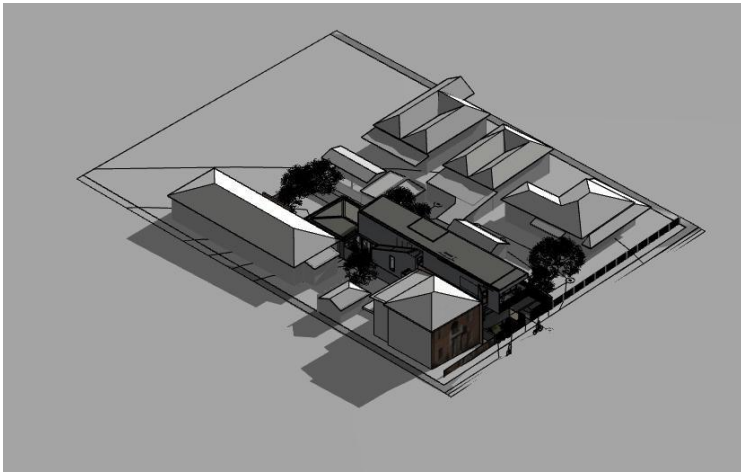
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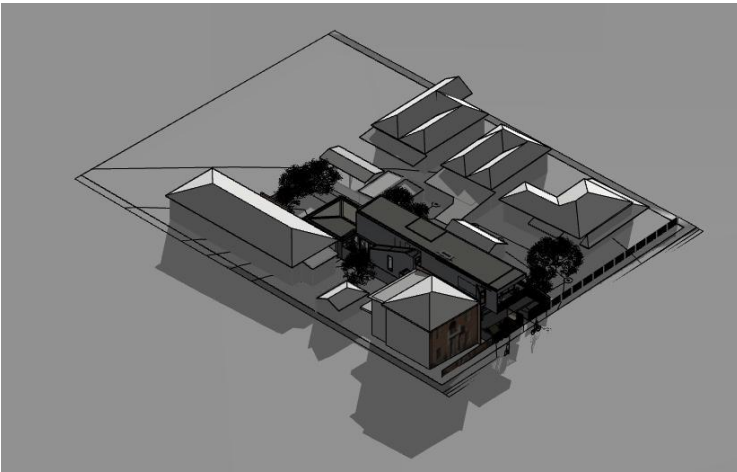
3 WINTER 3PM - EXISTING AXO



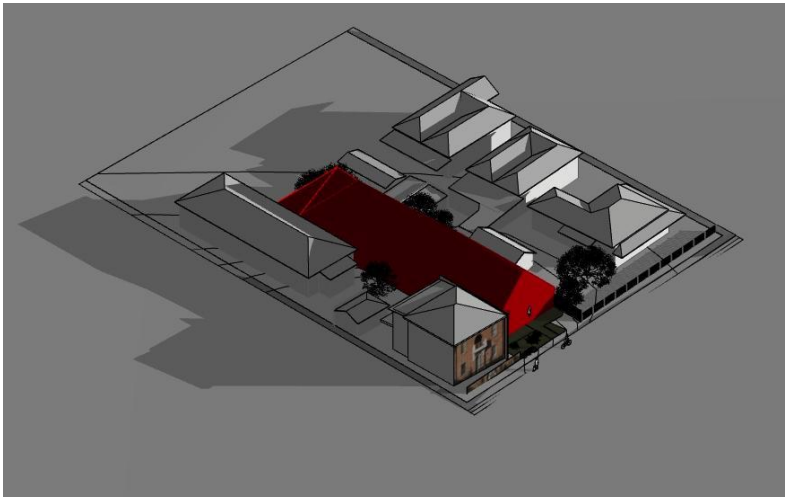
4 WINTER 9AM - PROPOSED AXO



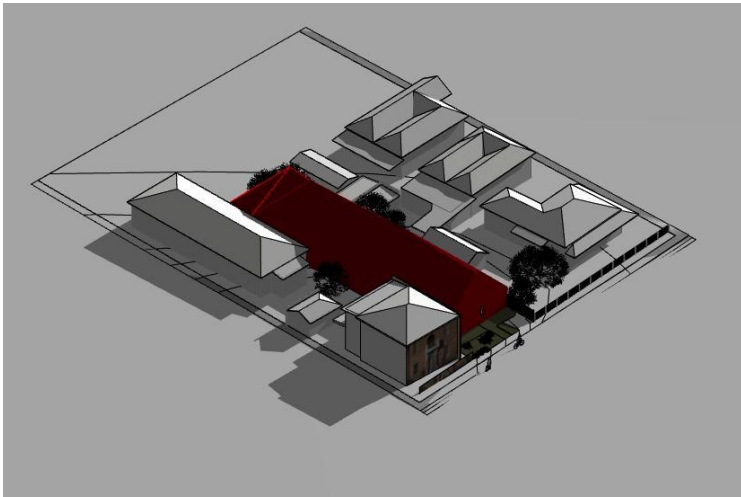
5 WINTER 12PM - PROPOSED AXO



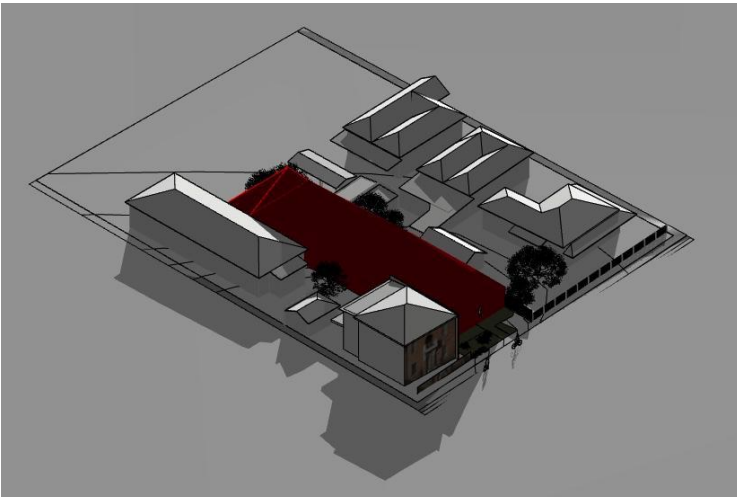
6 WINTER 3PM - PROPOSED AXO



7 WINTER 9AM - PERMITTED AXO



8 WINTER 12PM - PERMITTED AXO



9 WINTER 3PM - PERMITTED AXO

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REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RF1
03	27/2/23	ISSUED FOR DA RF1

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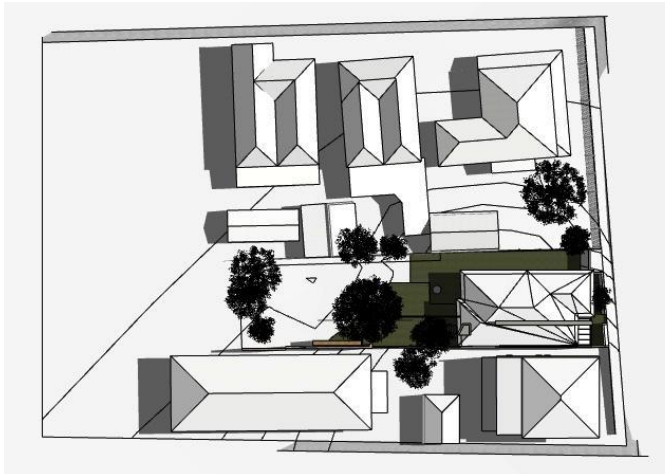
PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

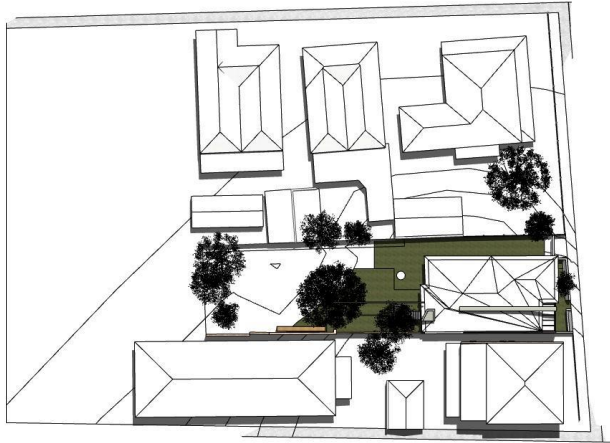
DRAWING TITLE
WINTER SHADOWS - AXO
DIAGRAMS

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK13	03



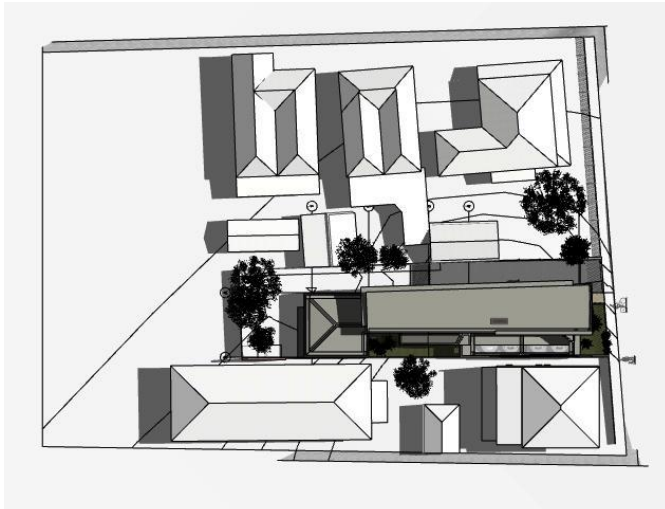
1 SUMMER 9AM - EXISTING BUILDING



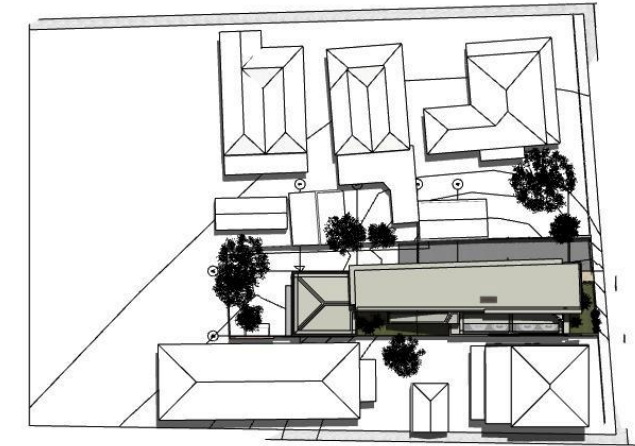
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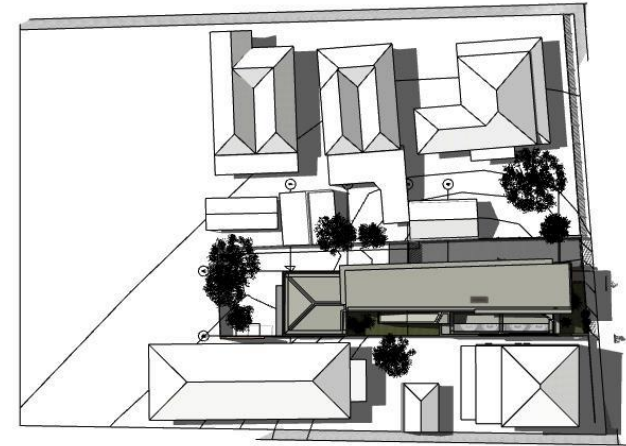
3 SUMMER 3PM - EXISTING BUILDING



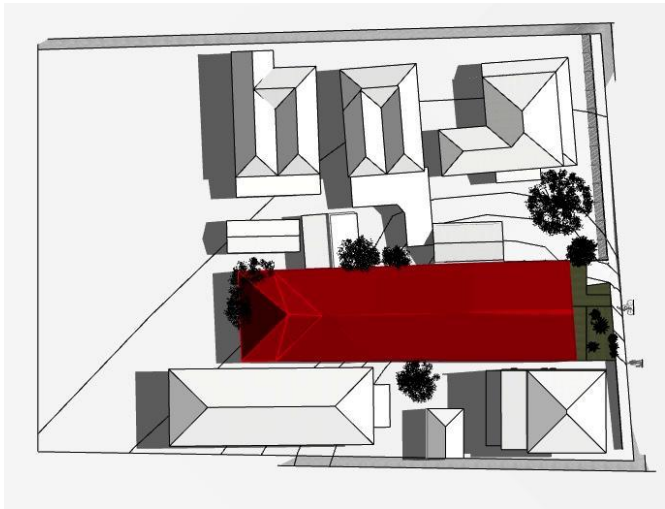
4 SUMMER 9AM - PROPOSED



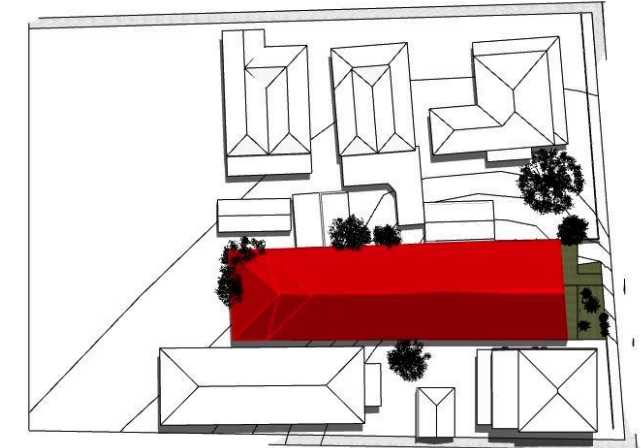
5 SUMMER 12PM - PROPOSED



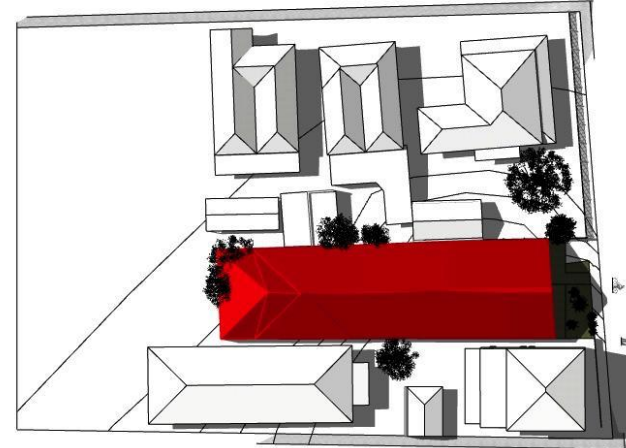
6 SUMMER 3PM - PROPOSED



7 SUMMER 9AM - PERMITTED ENVELOPE



8 SUMMER 12PM - PERMITTED ENVELOPE



9 SUMMER 3PM - PERMITTED ENVELOPE

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REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RF1
03	27/2/23	ISSUED FOR DA RF1

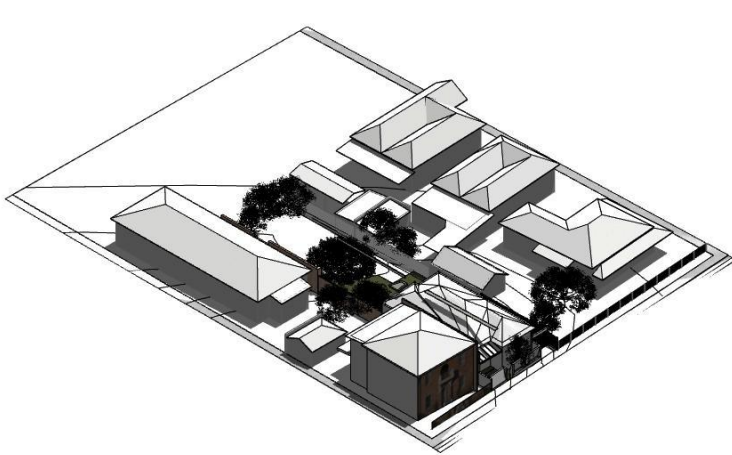
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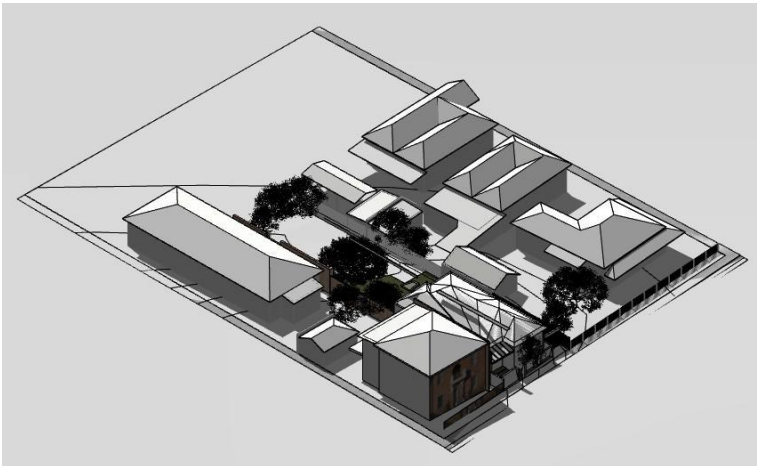
PROJECT NAME	10 ST GEORGES SQUARE RESIDENCE
PROJECT STAGE	CONCEPT DESIGN
DRAWING TITLE	SUMMER SHADOWS - PLAN DIAGRAMS
DATE	27/2/23
ORIGINAL SIZE	A3
DRAWING N°	J21048-SK14
REVISION	03



1 SUMMER 9AM - EXISTING AXO



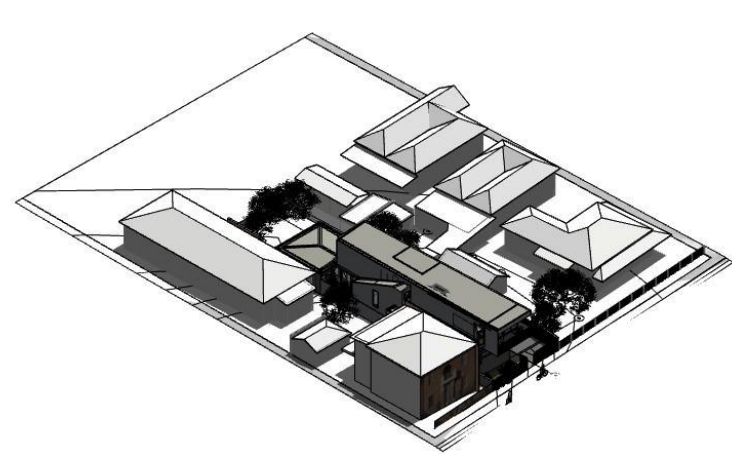
2 SUMMER 12PM - EXISTING AXO



3 SUMMER 3PM - EXISTING AXO



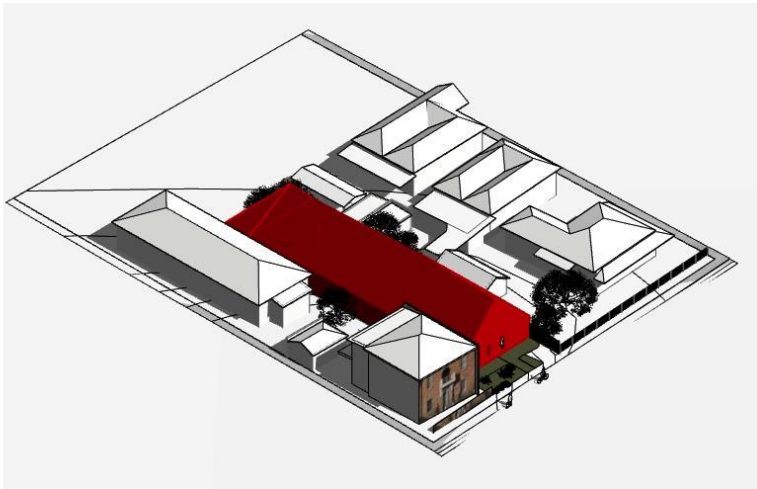
4 SUMMER 9AM - PROPOSED AXO



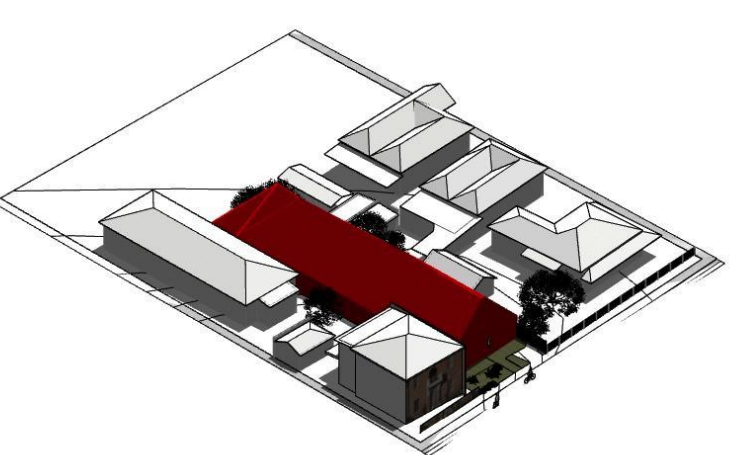
5 SUMMER 12PM - PROPOSED AXO



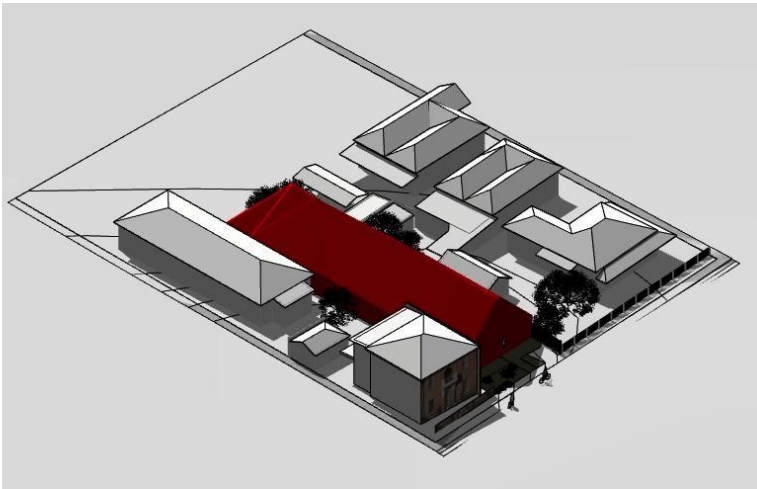
6 SUMMER 3PM - PROPOSED AXO



7 SUMMER 9AM - PERMITTED AXO



8 SUMMER 12PM - PERMITTED AXO



9 SUMMER 3PM - PERMITTED AXO

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REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SUMMER SHADOWS - AXO
DIAGRAMS

DATE ORIGINAL SIZE
27/2/23 A3

DRAWING N° REVISION
J21048-SK15 03



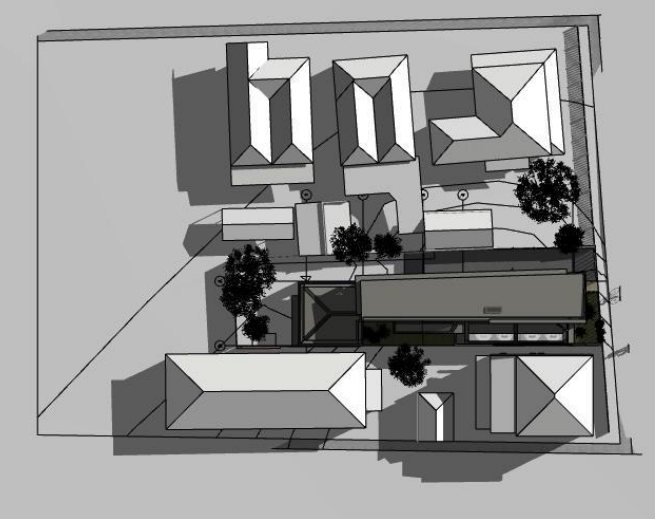
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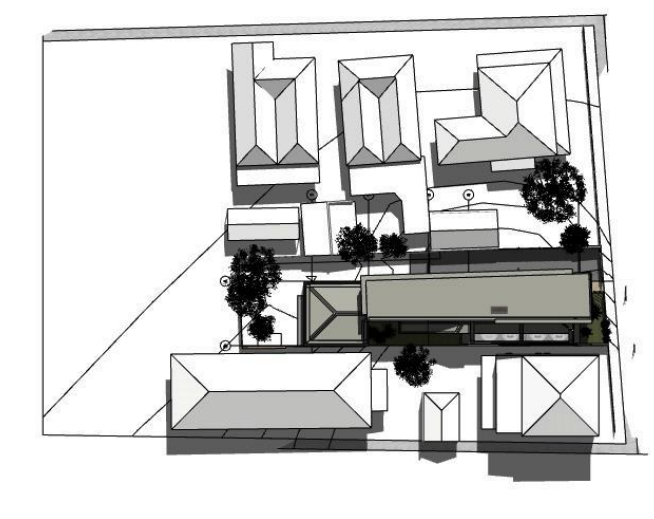
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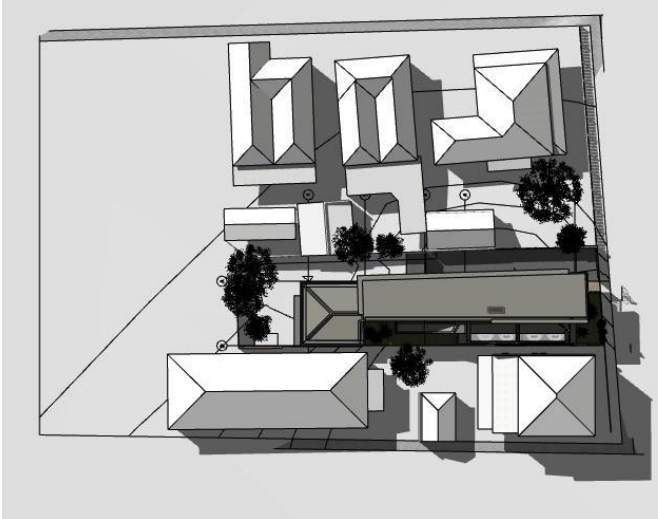
3 EQUINOX 3PM - EXISTING BUILDING



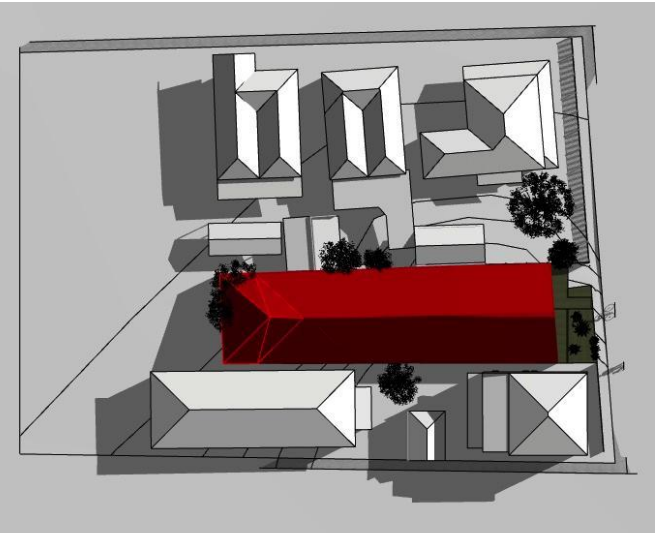
4 EQUINOX 9AM - PROPOSED



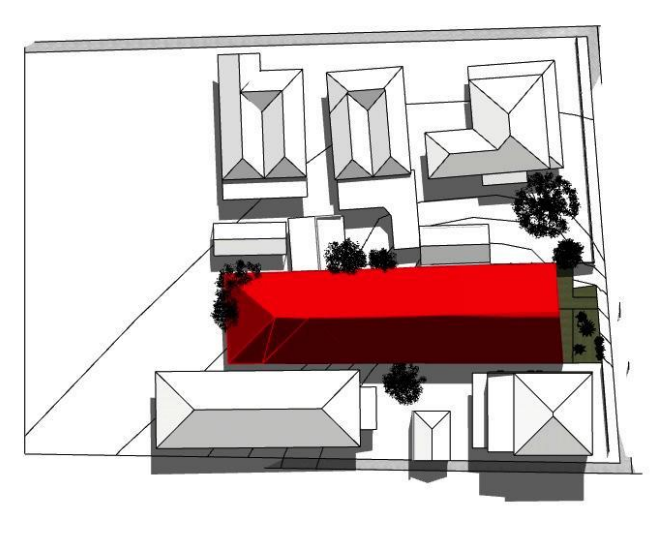
5 EQUINOX 12PM - PROPOSED



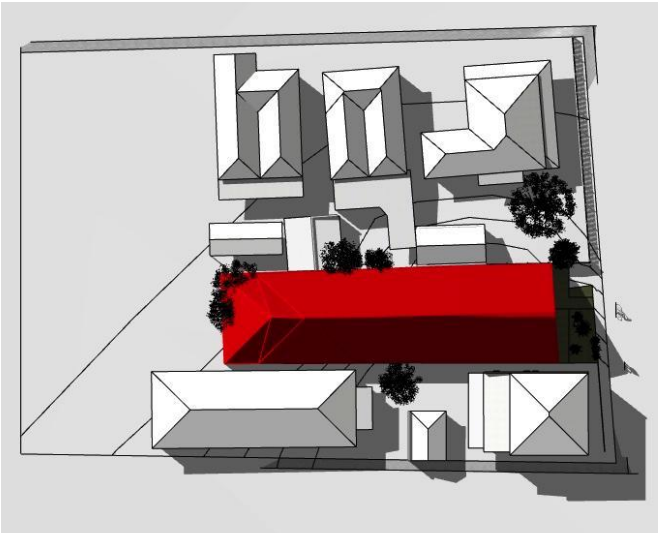
6 EQUINOX 3PM - PROPOSED



7 EQUINOX 9AM - PERMITTED ENVELOPE



8 EQUINOX 12PM - PERMITTED ENVELOPE



9 EQUINOX 3PM - PERMITTED ENVELOPE

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REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RF1
03	27/2/23	ISSUED FOR DA RF1

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PROJECT NAME	10 ST GEORGES SQUARE RESIDENCE
PROJECT STAGE	CONCEPT DESIGN
DRAWING TITLE	EQUINOX SHADOWS - PLAN DIAGRAMS
DATE	27/2/23
ORIGINAL SIZE	A3
DRAWING N°	J21048-SK16
REVISION	03



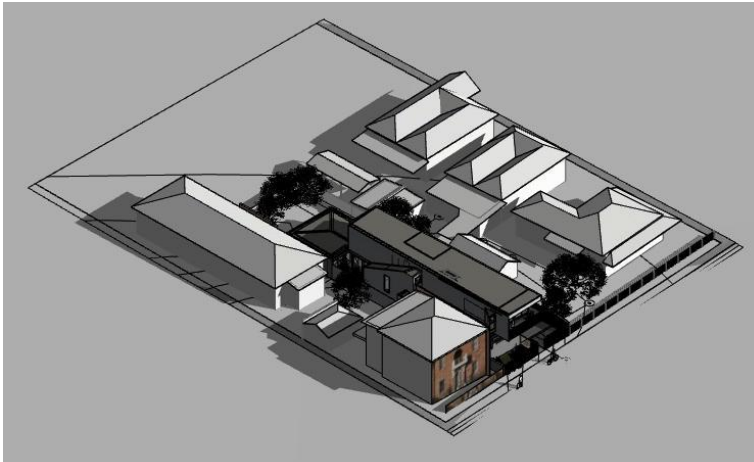
1 EQUINOX 9AM - EXISTING AXO



2 EQUINOX 12PM - EXISTING AXO



3 EQUINOX 3PM - EXISTING AXO



4 EQUINOX 9AM - PROPOSED AXO



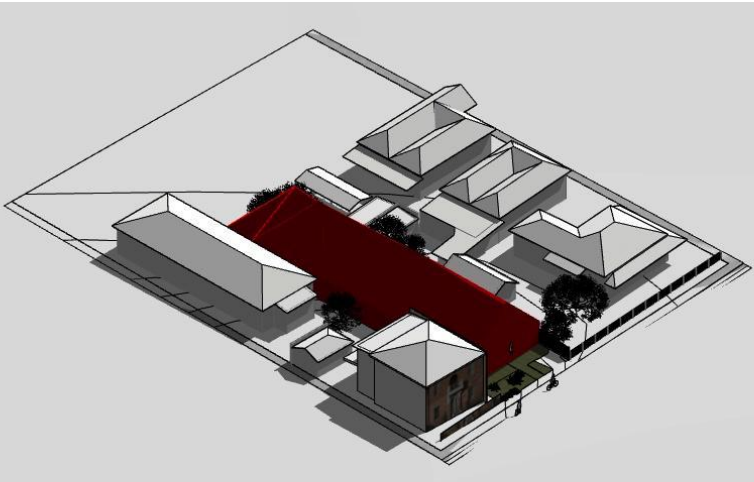
5 EQUINOX 12PM - PROPOSED AXO



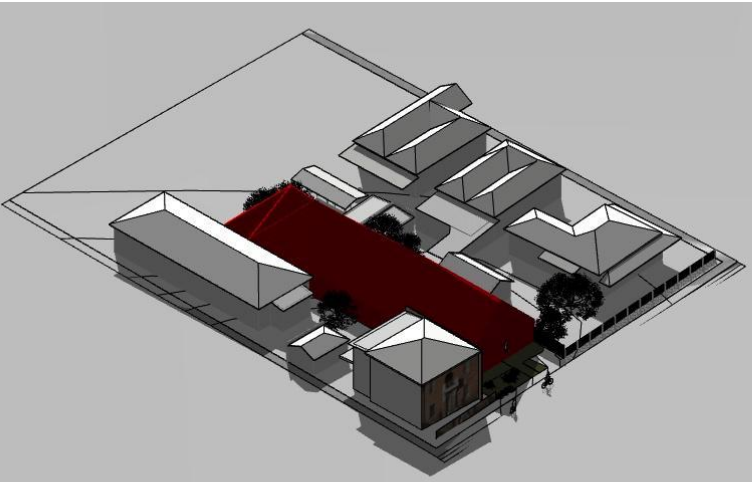
6 EQUINOX 3PM - PROPOSED AXO



7 EQUINOX 9AM - PERMITTED AXO



8 EQUINOX 12PM - PERMITTED AXO



9 EQUINOX 3PM - PERMITTED AXO

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REV	DATE	PURPOSE
01	13/12/22	ISSUED FOR DA
02	8/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
EQUINOX SHADOWS - AXO
DIAGRAMS

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK17	03

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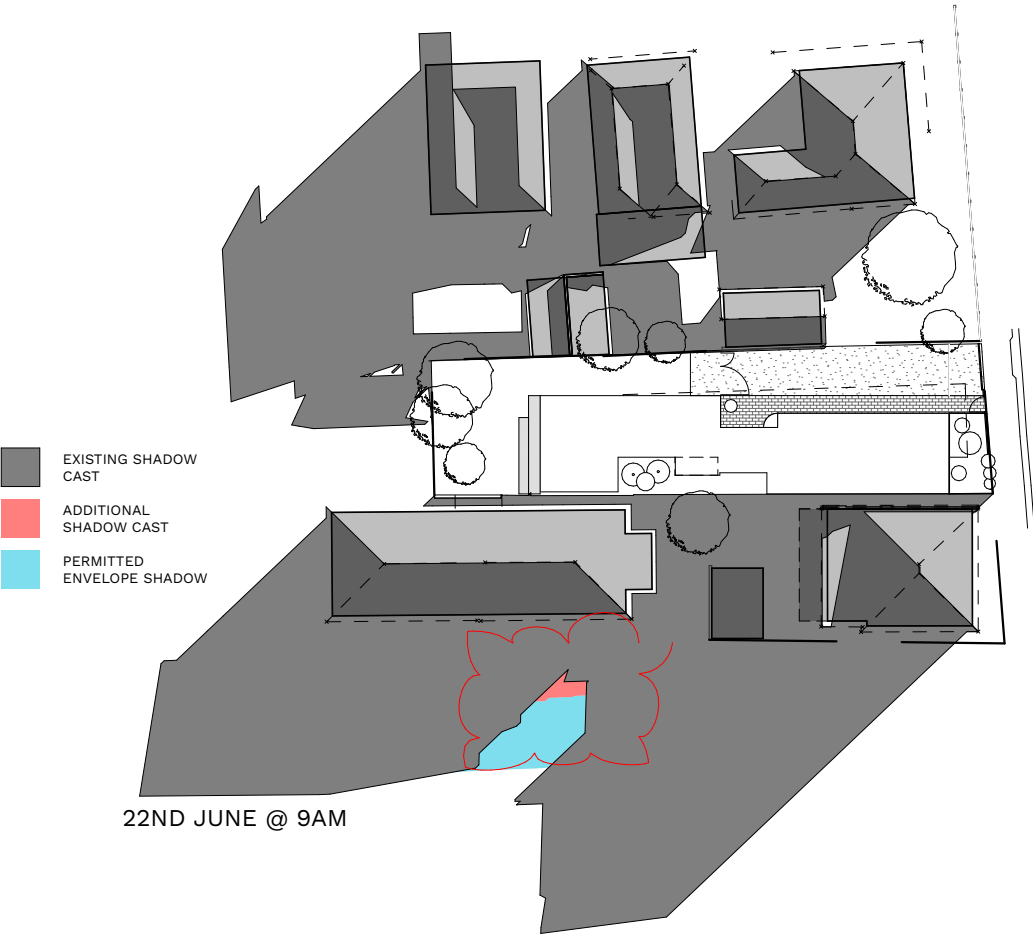
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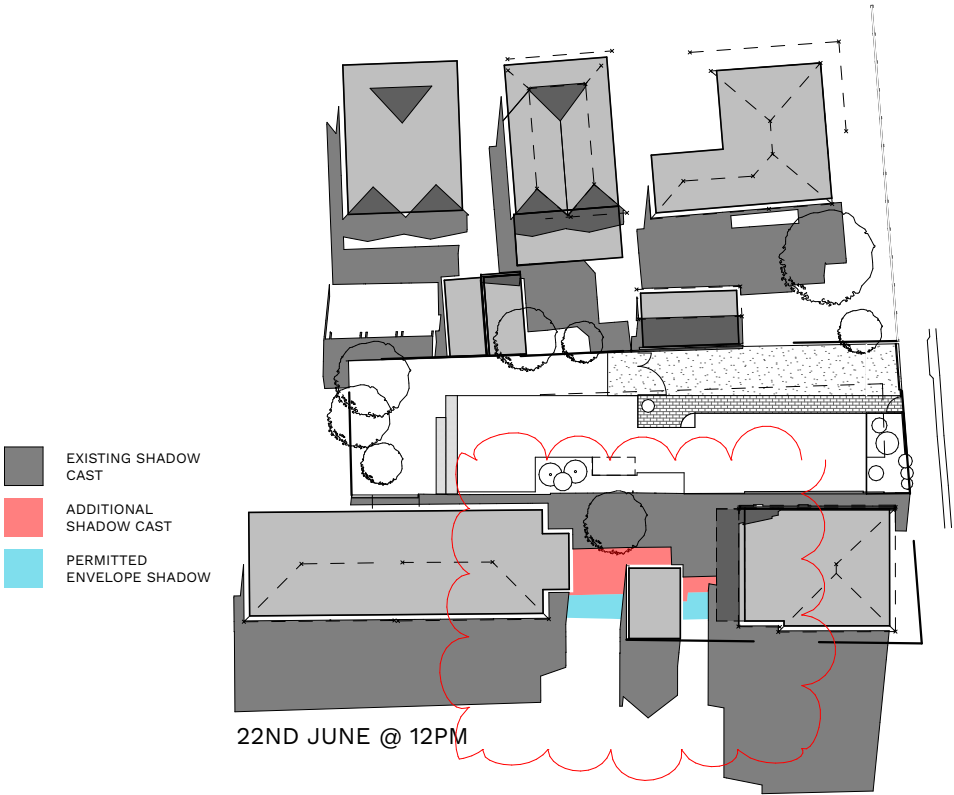
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1 SHADOW COMPARISON - WINTER 9AM



2 SHADOW COMPARISON - WINTER 12PM

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	13/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SHADOW COMPARISONS -
WINTER

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK18	03

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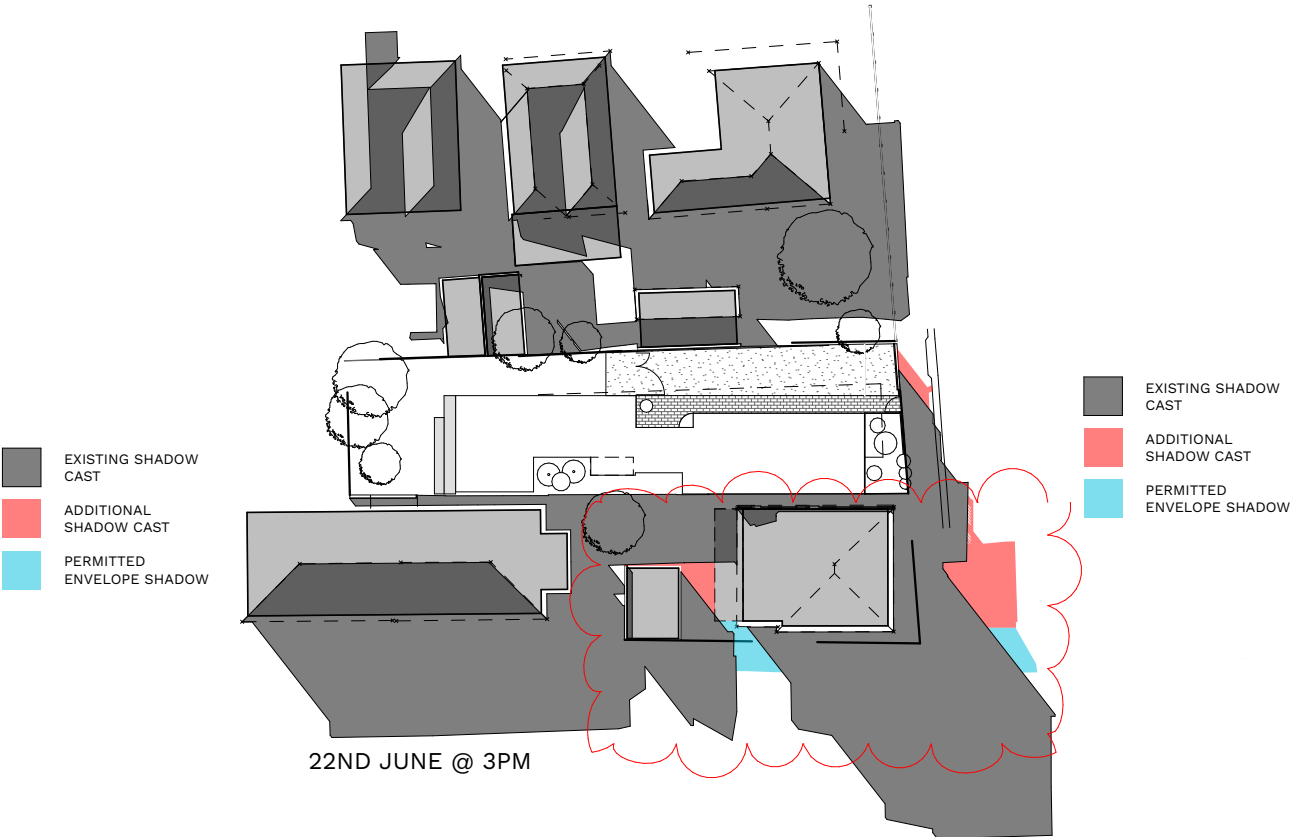
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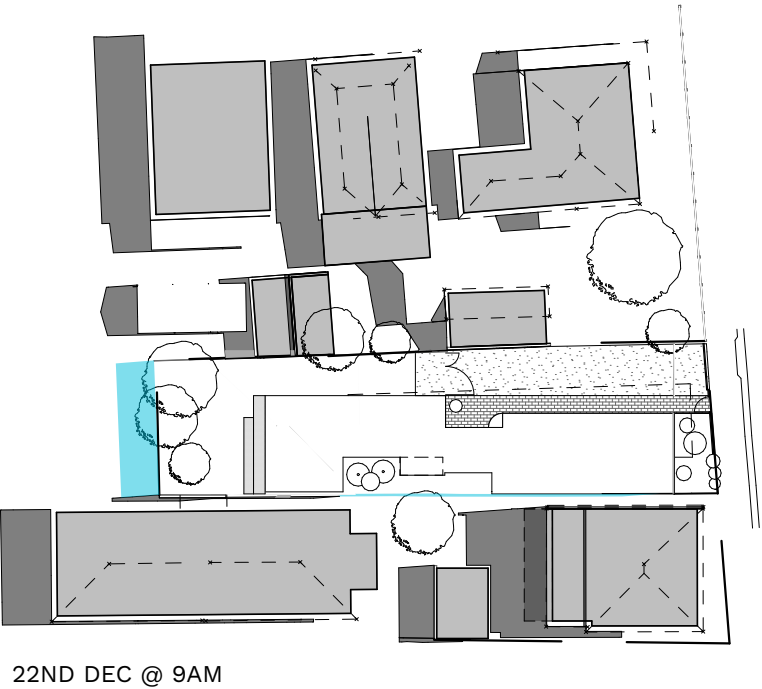
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1 SHADOW COMPARISON - WINTER 3PM



2 SHADOW COMPARISON - SUMMER 9AM

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	13/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES SQUARE RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SHADOW COMPARISONS - WINTER & SUMMER

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK19	03

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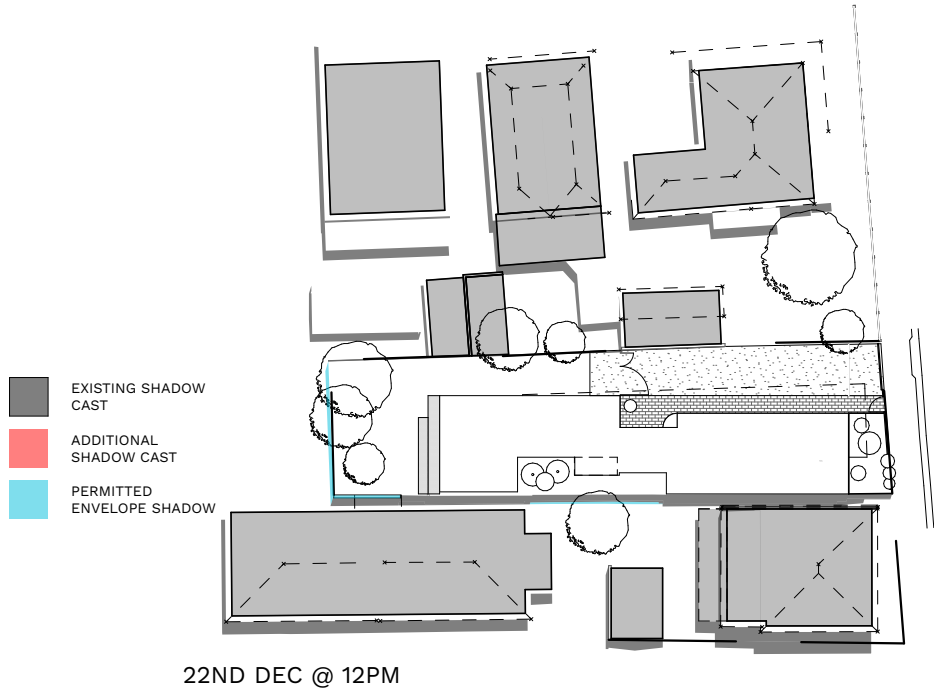
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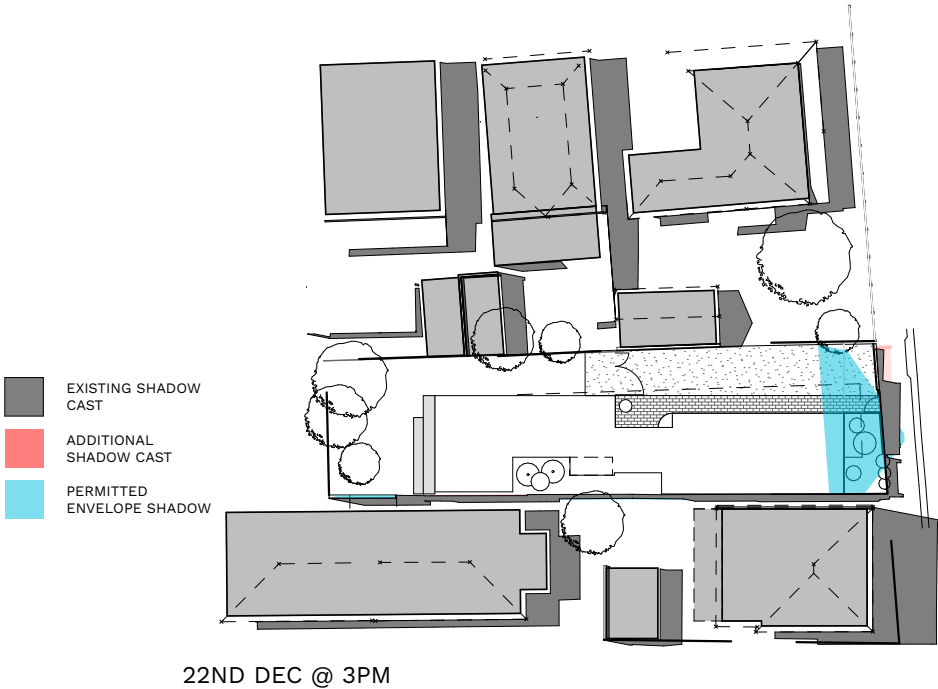
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22ND DEC @ 12PM

1 SHADOW COMPARISON - SUMMER 12PM



22ND DEC @ 3PM

2 SHADOW COMPARISON - SUMMER 3PM

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	13/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SHADOW COMPARISONS -
SUMMER

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK20	03

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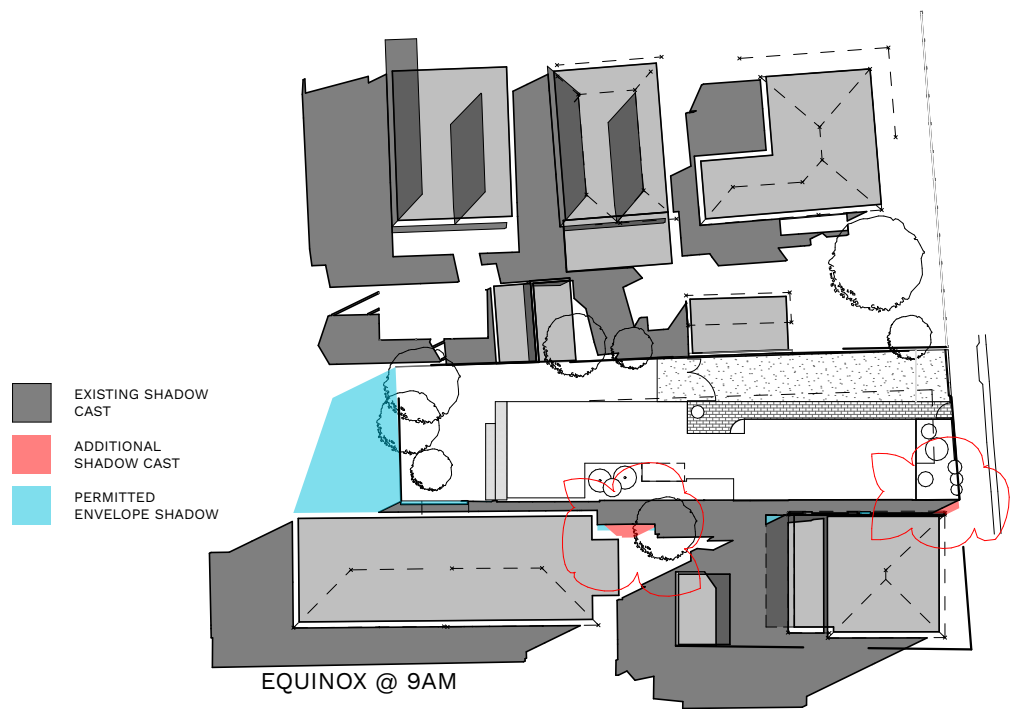
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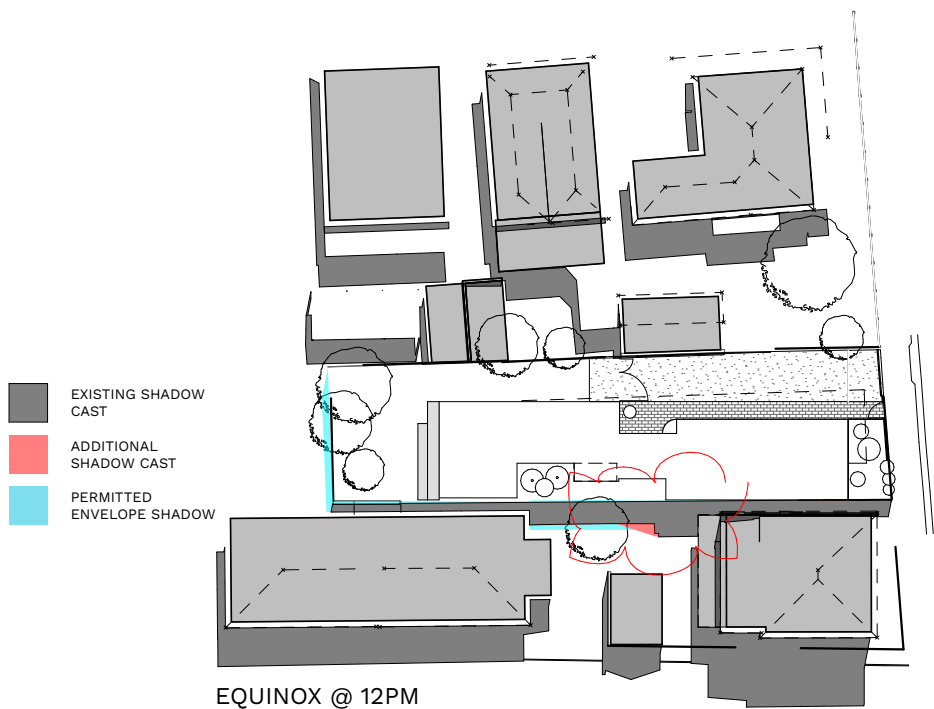
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1 SHADOW COMPARISON - EQUINOX 9AM



2 SHADOW COMPARISON - EQUINOX 12PM

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	13/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SHADOW COMPARISONS -
EQUINOX

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK21	03

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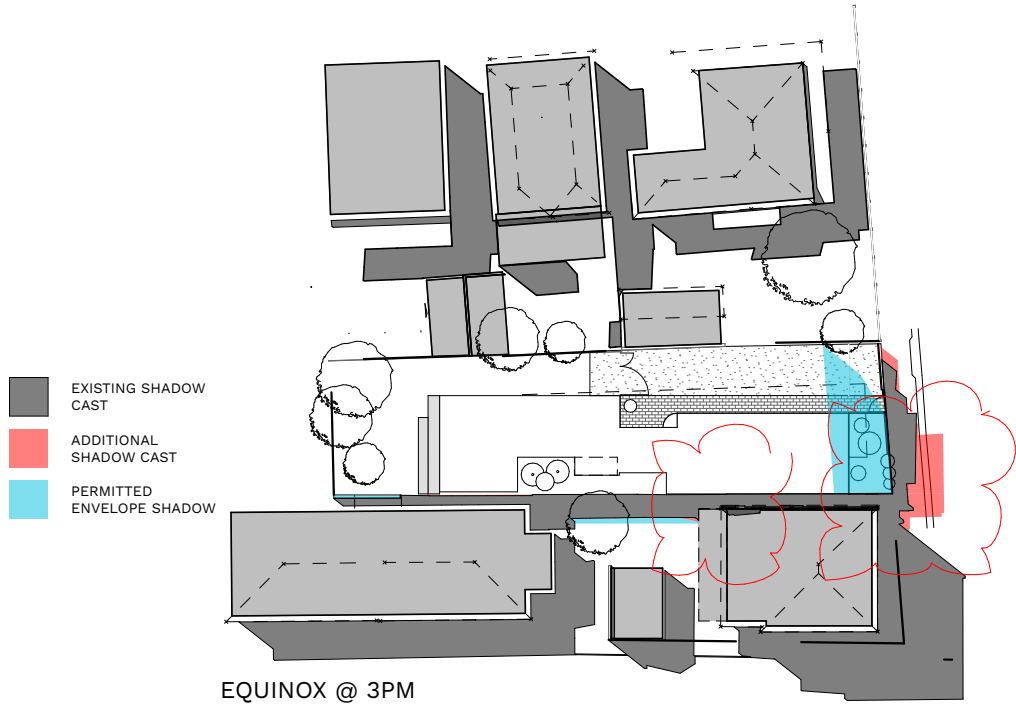
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1 SHADOW COMPARISON - EQUINOX 3PM

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	13/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
SHADOW COMPARISONS -
EQUINOX

DATE	ORIGINAL SIZE
27/2/23	A3

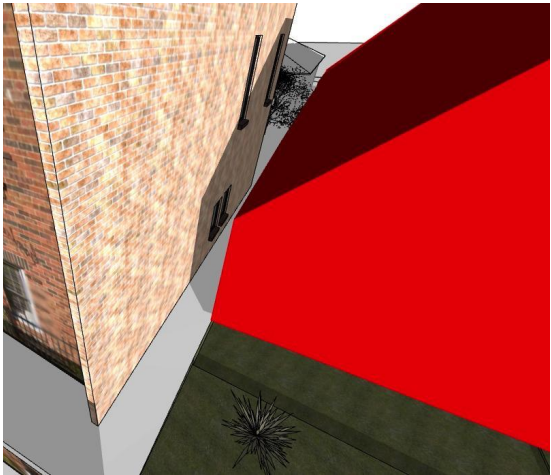
DRAWING N°	REVISION
J21048-SK22	03



1 EX. WINDOWS WINTER 9AM - EXISTING



2 EX. WINDOWS WINTER 9AM - PROPOSED



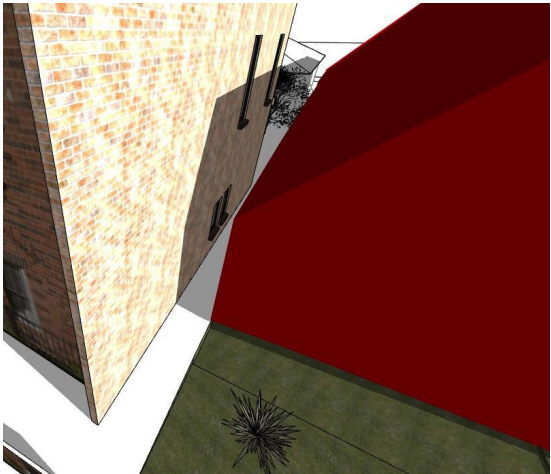
3 EX. WINDOWS WINTER 9AM - PERMITTED ENVELOPE



4 EX. WINDOWS WINTER 12PM - EXISTING



5 EX. WINDOWS WINTER 12PM - PROPOSED



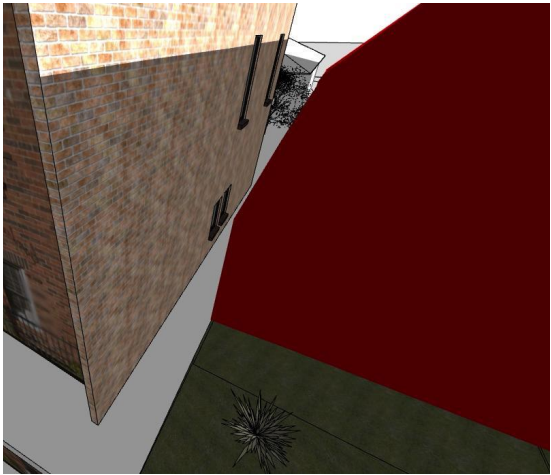
6 EX. WINDOWS WINTER 12PM - PERMITTED ENVELOPE



7 EX. WINDOWS WINTER 3PM - EXISTING



8 EX. WINDOWS WINTER 3PM - PROPOSED



9 EX. WINDOWS WINTER 3PM - PERMITTED ENVELOPE

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REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
**10 ST GEORGES
SQUARE
RESIDENCE**

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
ELEVATIONAL SHADOWS -
WINTER

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK23	02



1 EX. WINDOWS SUMMER 9AM - EXISTING



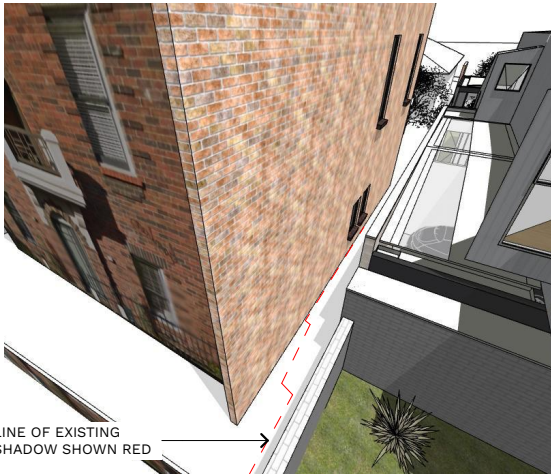
2 EX. WINDOWS SUMMER 9AM - PROPOSED



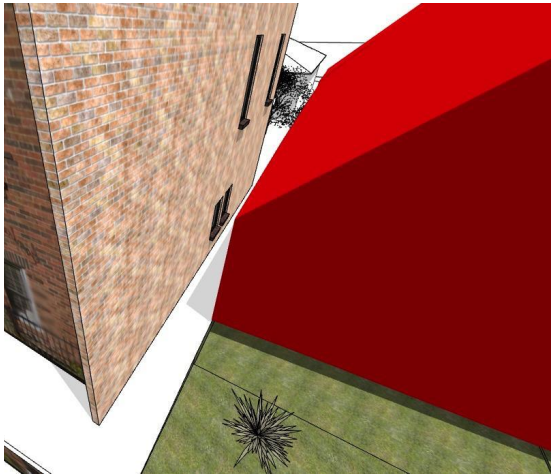
3 EX. WINDOWS SUMMER 9AM - PERMITTED ENVELOPE



4 EX. WINDOWS SUMMER 12PM - EXISTING



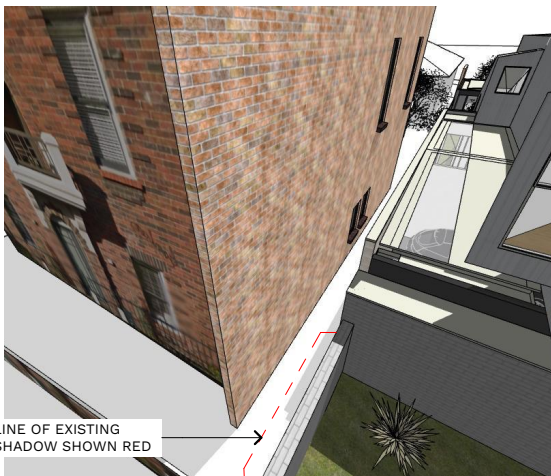
5 EX. WINDOWS SUMMER 12PM - PROPOSED



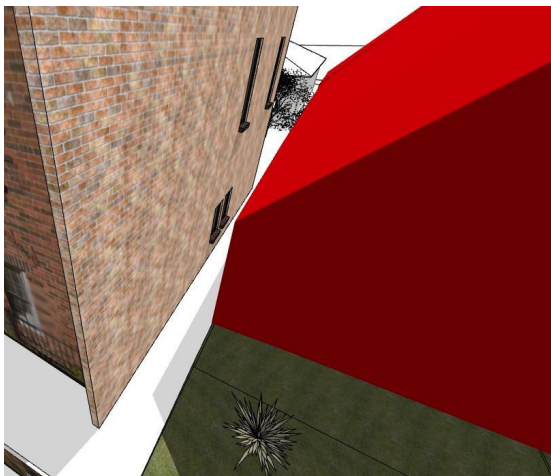
6 EX. WINDOWS SUMMER 12PM - PERMITTED ENVELOPE



7 EX. WINDOWS SUMMER 3PM - EXISTING



8 EX. WINDOWS SUMMER 3PM - PROPOSED



9 EX. WINDOWS SUMMER 3PM - PERMITTED ENVELOPE

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REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
ELEVATIONAL SHADOWS -
SUMMER

DATE	ORIGINAL SIZE
27/2/23	A3

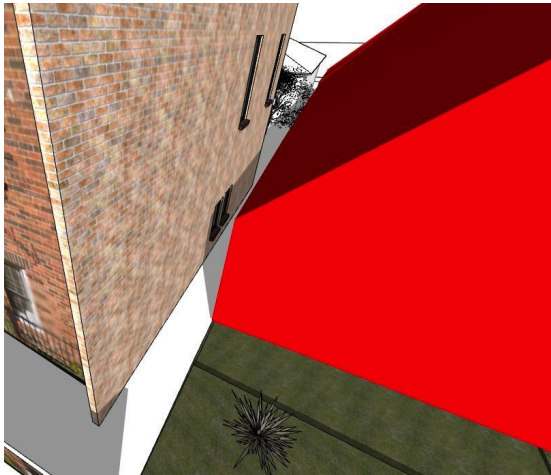
DRAWING N°	REVISION
J21048-SK24	02



1 EX. WINDOWS EQUINOX 9AM - EXISTING



2 EX. WINDOWS EQUINOX 9AM - PROPOSED



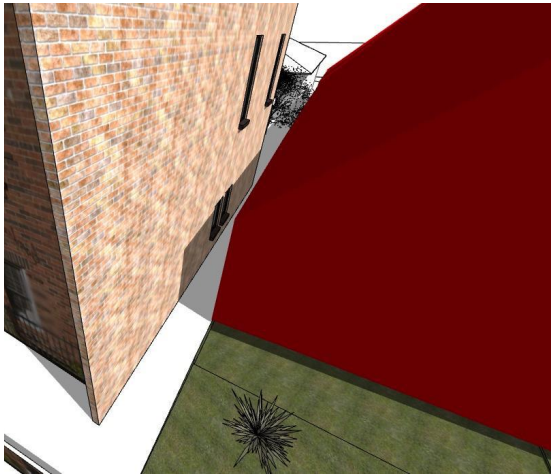
3 EX. WINDOWS EQUINOX 9AM - PERMITTED ENVELOPE



4 EX. WINDOWS EQUINOX 12PM - EXISTING



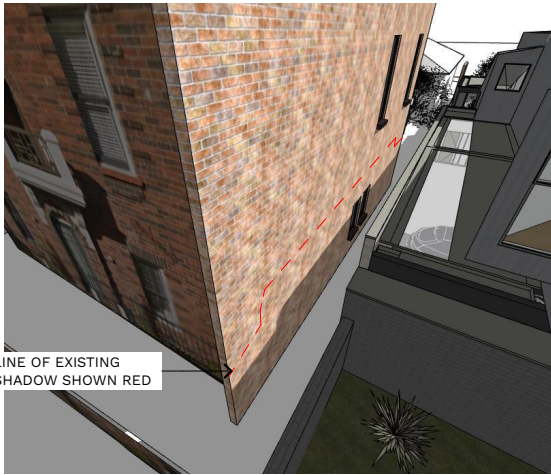
5 EX. WINDOWS EQUINOX 12PM - PROPOSED



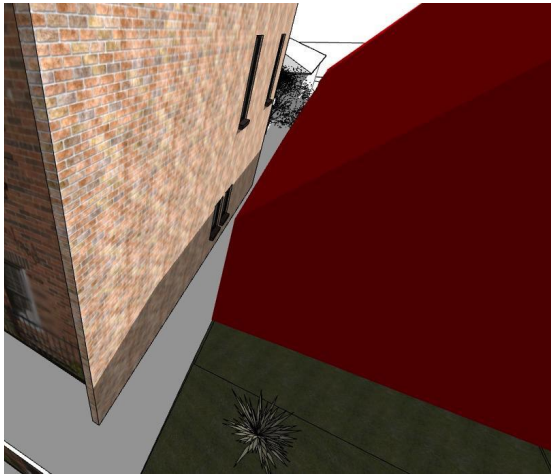
6 EX. WINDOWS EQUINOX 12PM - PERMITTED ENVELOPE



7 EX. WINDOWS EQUINOX 3PM - EXISTING



8 EX. WINDOWS EQUINOX 3PM - PROPOSED



9 EX. WINDOWS EQUINOX 3PM - PERMITTED ENVELOPE

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REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
ELEVATIONAL SHADOWS -
EQUINOX

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK25	02

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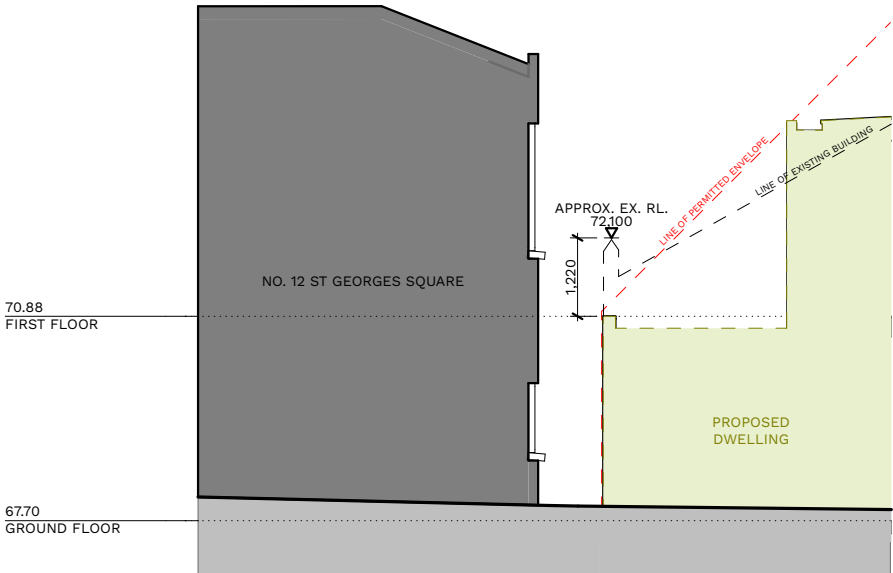
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1 EX. SECTION 1
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2 EXISTING BUILDING AND PROPOSED BUILDING

PROPOSED BUILDING

EXISTING BUILDING

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
BOUNDARY WALL HEIGHT

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK26	02

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1 ORIGINAL ROOF FORM



2 ORIGINAL ROOF FORM - PERMITTED ENVELOPE

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
ORIGINAL ROOF - FRONT

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK27	02

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1 PROPOSED ROOF FORM



2 PROPOSED ROOF FORM - PERMITTED ENVELOPE

REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
PROPOSED ROOF - FRONT

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK28	02

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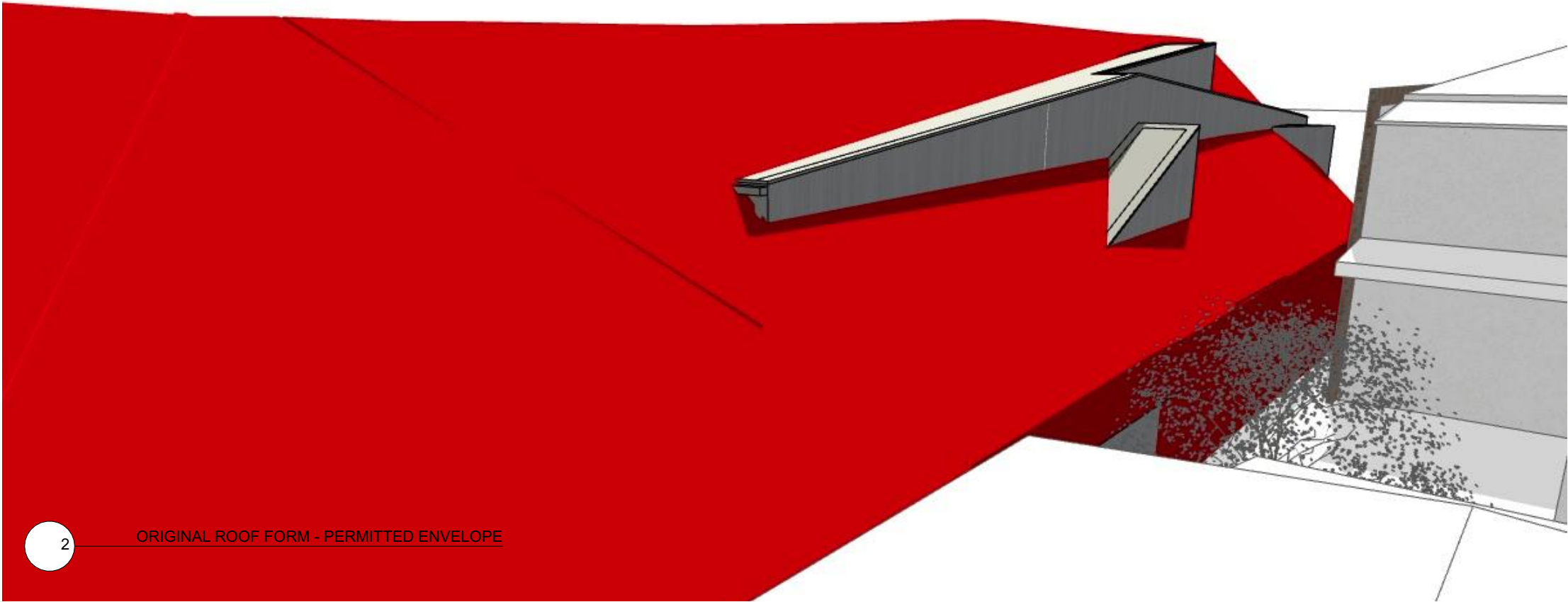
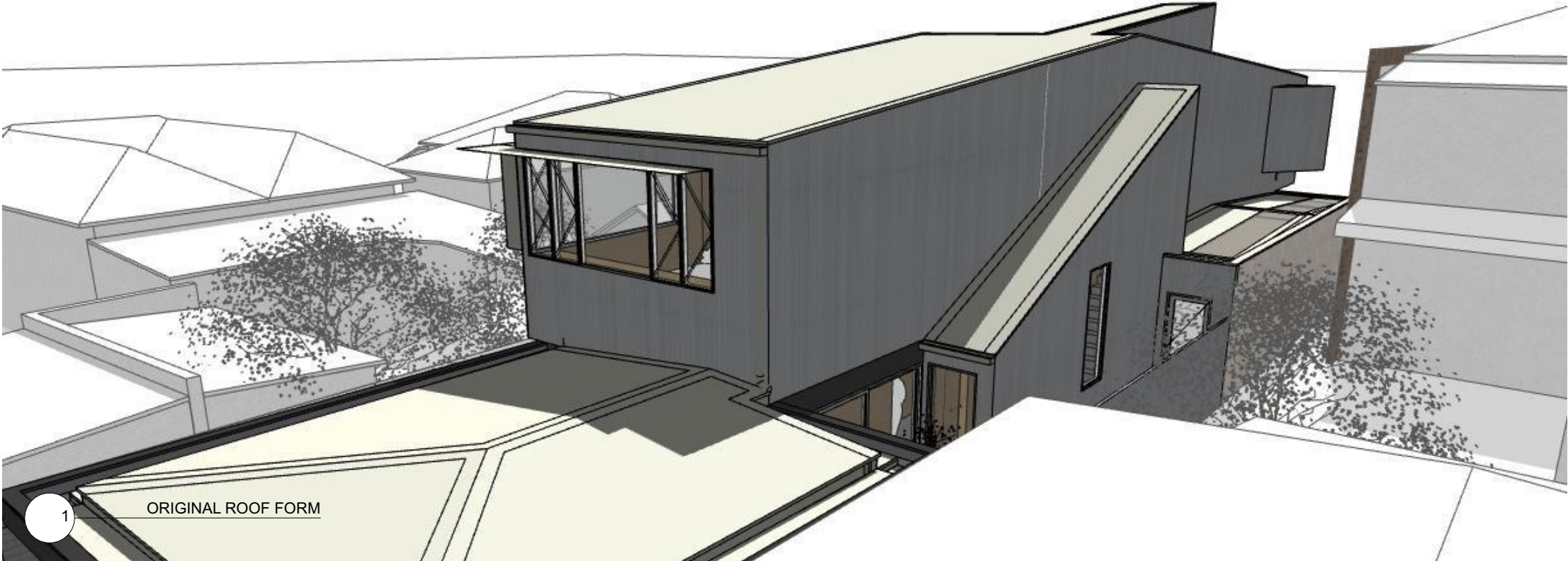
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REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
ORIGINAL ROOF - REAR

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK29	02

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REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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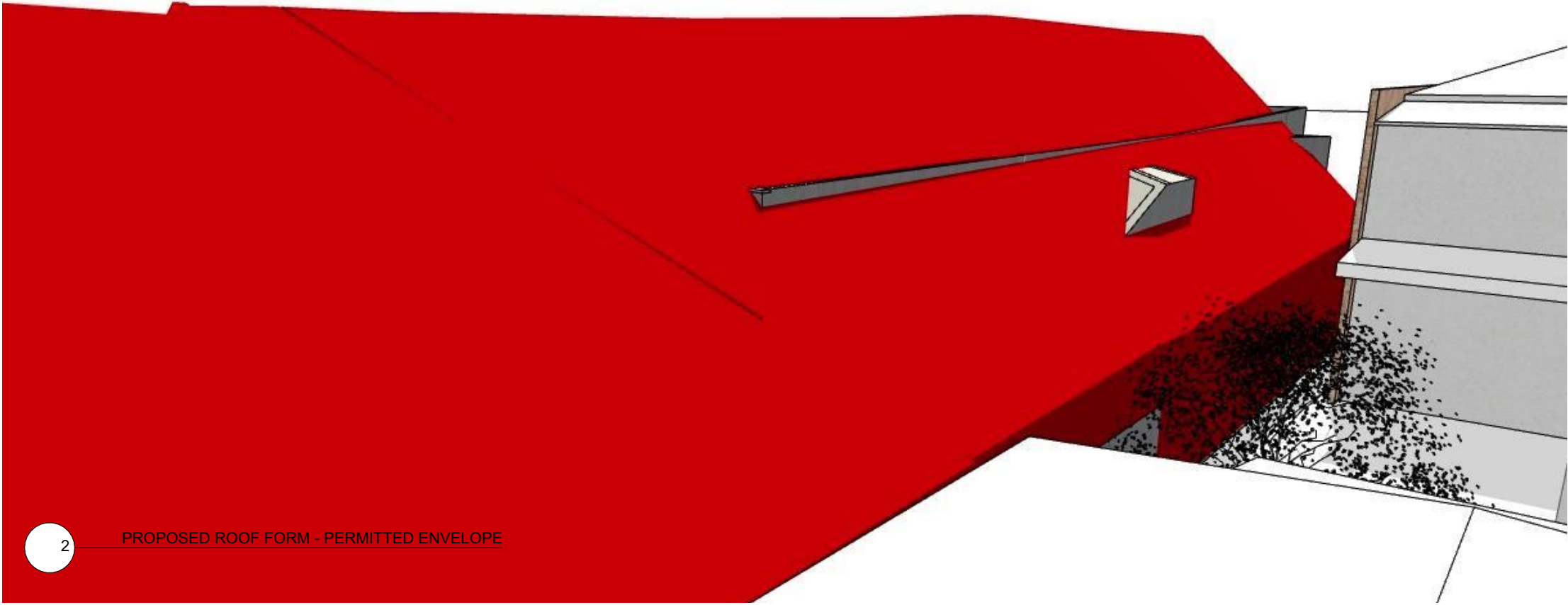
PROJECT NAME
**10 ST GEORGES
SQUARE
RESIDENCE**

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
PROPOSED ROOF - REAR

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK30	02



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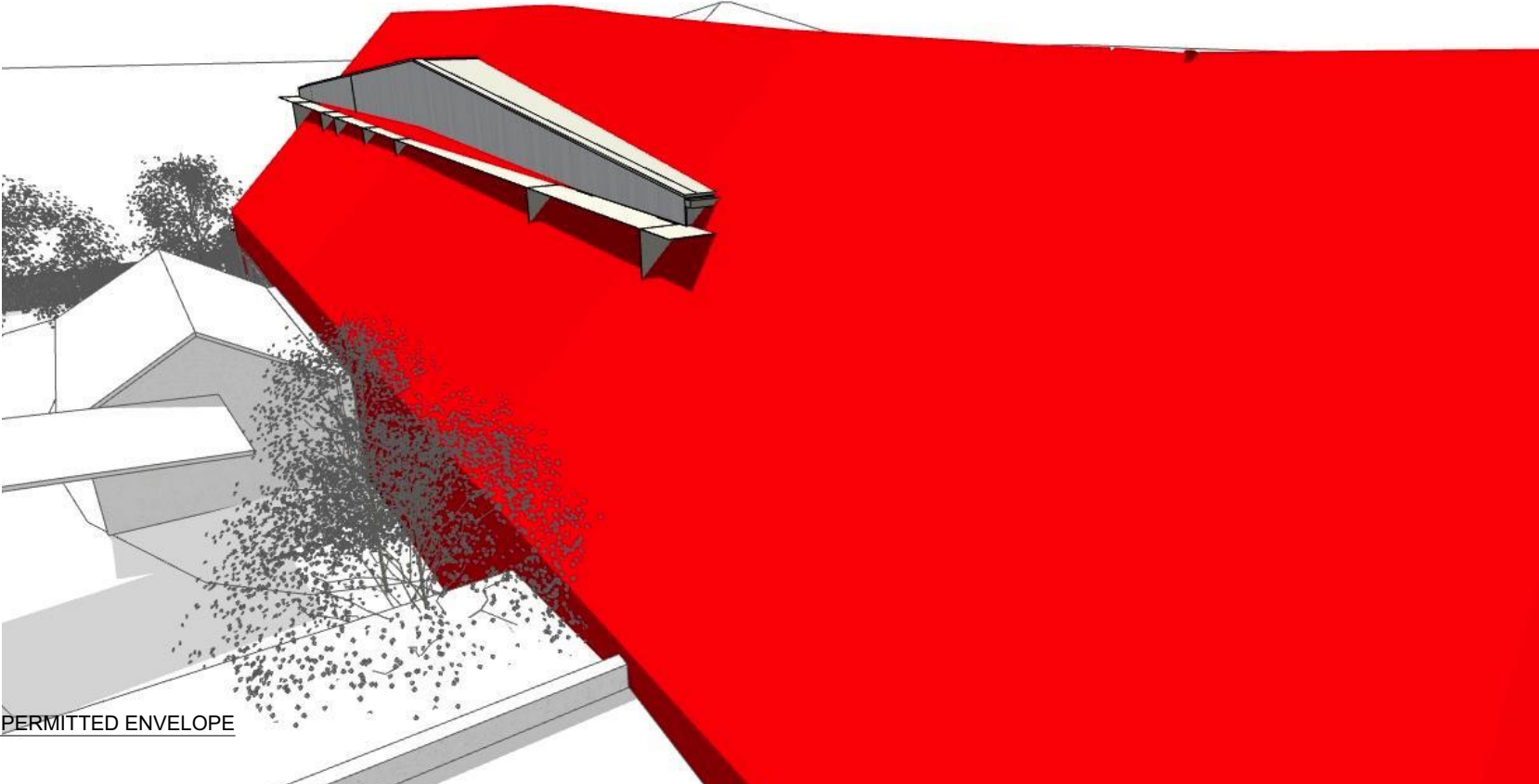
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1 ORIGINAL ROOF FORM



2 ORIGINAL ROOF FORM - PERMITTED ENVELOPE



REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME 10 ST GEORGES SQUARE RESIDENCE	
PROJECT STAGE CONCEPT DESIGN	
DRAWING TITLE ORIGINAL ROOF - REAR 2	
DATE 27/2/23	ORIGINAL SIZE A3
DRAWING N° J21048-SK31	REVISION 02

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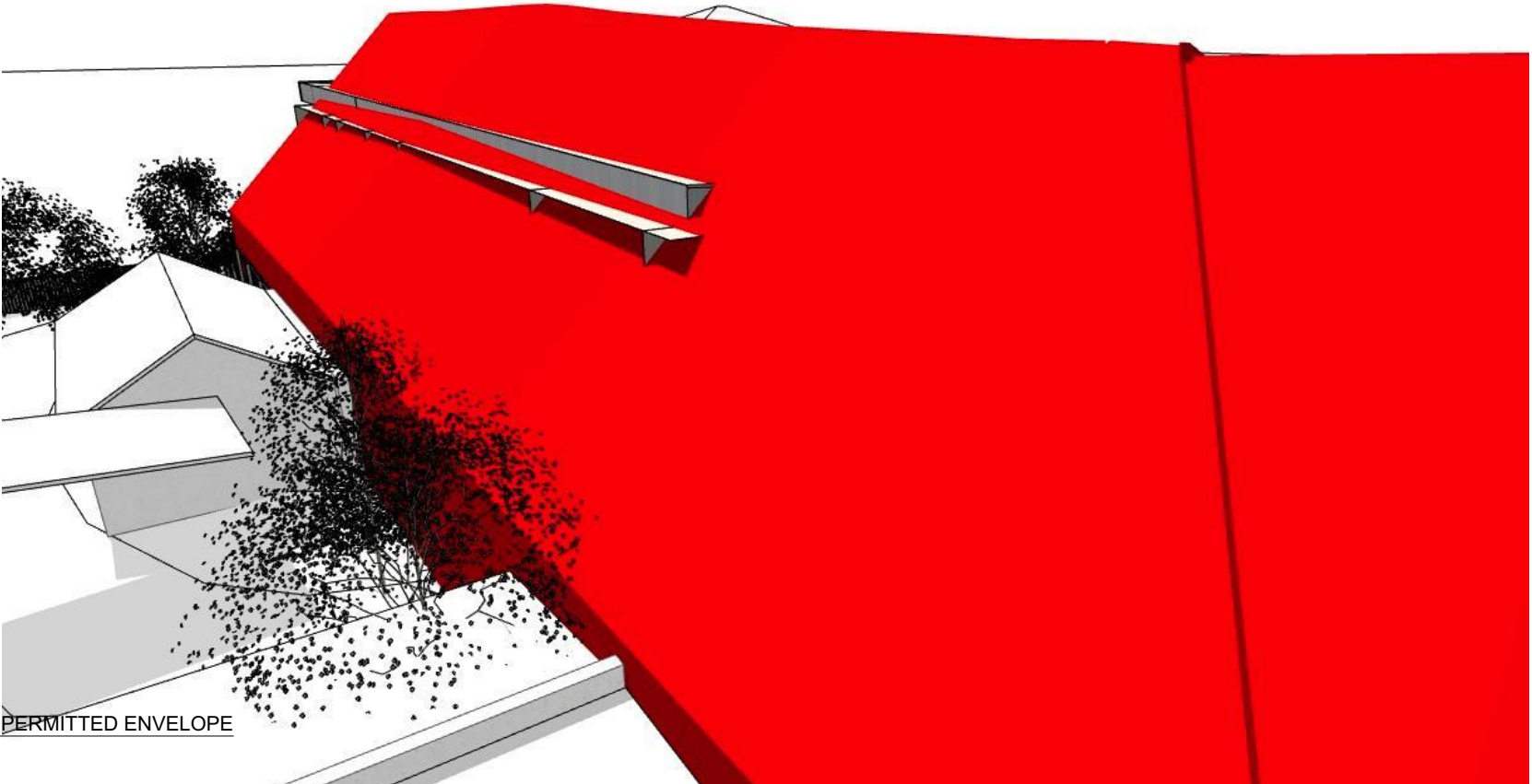
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1 PROPOSED ROOF FORM



2 PROPOSED ROOF FORM - PERMITTED ENVELOPE



REV	DATE	PURPOSE
01	8/2/23	ISSUED FOR DA RFI
02	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME
10 ST GEORGES
SQUARE
RESIDENCE

PROJECT STAGE
CONCEPT DESIGN

DRAWING TITLE
PROPOSED ROOF - REAR 2

DATE	ORIGINAL SIZE
27/2/23	A3

DRAWING N°	REVISION
J21048-SK32	02

ID	W101	W102	W103	W104	W105	W106
SIZE (W X H)	900×1,000	3,840×1,700	3,370×1,700	3,090×1,700	3,125×2,700	2,800×1,700
HEAD HEIGHT	2,000	2,700	2,700	2,700	2,700	2,700
SILL HEIGHT	1,000	1,000	1,000	1,000	0	1,000
WINDOW TYPE	Top Hung	Side Hung	Side Hung	Side Hung	Fixed Glass	Side Hung
ELEVATION (view from outside)						
NOTES						

ID	W107	W108	W109	W110	WG01	WG02	WG03
SIZE (W X H)	3,080×1,700	1,800×1,700	4,030×1,700	970×1,900	2,630×1,700	2,030×1,800	2,030×1,800
HEAD HEIGHT	2,700	2,700	2,700	2,400	2,400	2,400	2,400
SILL HEIGHT	1,000	1,000	1,000	500	700	600	600
WINDOW TYPE	Side Hung	Side Hung	Side Hung	Fixed Glass	Fixed Glass	Fixed Glass	Fixed Glass
ELEVATION (view from outside)							
NOTES							

ID	WG04	WG05	WG06	WG07
SIZE (W X H)	2,030×1,800	895×2,300	900×2,300	1,200×2,300
HEAD HEIGHT	2,400	3,500	2,400	2,400
SILL HEIGHT	600	1,200	100	100
WINDOW TYPE	Fixed Glass	Fixed Glass	Fixed Glass	Fixed Glass
ELEVATION (view from outside)				
NOTES				

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REV	DATE	PURPOSE
01	10/1/23	ISSUED FOR DA RFI
02	8/2/23	ISSUED FOR DA RFI
03	27/2/23	ISSUED FOR DA RFI

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PROJECT NAME	10 ST GEORGES SQUARE RESIDENCE
PROJECT STAGE	CONCEPT DESIGN
DRAWING TITLE	WINDOW SCHEDULE
DATE	27/2/23
ORIGINAL SIZE	A3
DRAWING N°	J21048-SK33
REVISION	03



Submission to Planning Authority Notice

Council Planning Permit No.	DA0744/2022	Council notice date	22/12/2022
TasWater details			
TasWater Reference No.	TWDA 2022/02091-LCC	Date of response	05/01/2023
TasWater Contact	Timothy Carr	Phone No.	0419 306 130
Response issued to			
Council name	CITY OF LAUNCESTON		
Contact details	Planning.Admin@launceston.tas.gov.au		
Development details			
Address	10 ST GEORGES SQUARE, EAST LAUNCESTON	Property ID (PID)	6609802
Description of development	Demolition of existing dwelling and construction of a new dwelling		
Schedule of drawings/documents			
Prepared by	Drawing/document No.	Revision No.	Date of Issue
Cumulus Studio Pty Ltd	Site Plan – J21048-SK02	01	13/12/2022
Conditions			
Pursuant to the <i>Water and Sewerage Industry Act 2008 (TAS)</i> Section 56P(1) TasWater does not object to the proposed development and no conditions are imposed.			
Advice			
Water Meter and Sewer Inspection Opening If located in the driveway area, trafficable covers will be required to be installed.			
General For information on TasWater development standards, please visit https://www.taswater.com.au/building-and-development/technical-standards For application forms please visit https://www.taswater.com.au/building-and-development/development-application-form			
Declaration			
The drawings/documents and conditions stated above constitute TasWater's Submission to Planning Authority Notice.			
TasWater Contact Details			
Phone	13 6992	Email	development@taswater.com.au
Mail	GPO Box 1393 Hobart TAS 7001	Web	www.taswater.com.au

From: [REDACTED]
Sent: Mon, 16 Jan 2023 09:20:10 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: Planning Permit DAO744/2022

You don't often get email from [REDACTED]. Learn why this is important at [REDACTED]

To the Chief Executive Officer:

I have received the application for a Planning Permit for 10 St Georges Square [REDACTED]

This property [REDACTED]

The plans for this property show windows on the upper floor from the living area and kitchen, plus a terrace area, directly overlooking [REDACTED] living room and garden.

On realising this I feel dismay and sadness. Privacy to my living area, including the separate kitchen, would be gone. After much care, thought and time restoring my property, it is a blow to now have the actual living in it restrained. Of course I understand the rights to rebuild [REDACTED], and to make plans which give pleasure, but I have suggestions that I feel have respect for both parties.

The plans show a full window in the living area with a marvellous view overlooking the park. As eyes would be drawn to this, would you consider the windows facing [REDACTED] property to be higher than eye level, still giving Northern light but retaining [REDACTED] privacy?

I would also ask for screening at the terrace, again for privacy, but also for sound.

The latter point would also apply [REDACTED] 1 Spencer Street.

I have great concern for her. She [REDACTED], and will have to spend most of her time in her living area. I would like to add a suggestion on her behalf.

The plan for the upper bedroom window looks directly over her living area. Would it not be a compromise and a pleasure to have the bedroom window looking West over their garden? Surely a lovely peaceful view, and a respect to this neighbour.

Also the bathroom window looks over her. This is a case when a high or an opaque window is more usually the norm, and would perhaps be preferable, and thus hopefully one to consider for her.

The owner of No.10, Brian, recently had a discussion with me concerning the new adjoining fence. Alas it was not made at the specified height, and should be higher.

We agreed that he would not like to be overlooked, and that I would not like to be overlooked, so the fence will now be rebuilt at the original agreed height to ensure eachothers privacy.

Indeed we treasure our homes, and I do hope some agreements and happy compromises can be found.

Yours faithfully,
Tanis Wilson
[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Mon, 16 Jan 2023 12:37:39 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: Att'n Michael Stretton, CEO: DA0744/ 2022 10 St George's Square
Attachments: 10 ST GEORGE'S SQUARE (1).docx

You don't often get email from [REDACTED] [Learn why this is important](#)

Good Morning

Please find attached our written submission regarding the Planning Application DA0744/2022 10 St George's Square.

Kind regards

Barbara & Paul
Barbara & Paul Blest

Ref. Development application: DA0744/2022 10 St. George's Square

We have significant concerns regarding the impact of the proposed development on our property

Our concerns fall into three broad categories:

- The location of the brick wall on the northern side of our property
- The removal of this wall between 10 St George's Square and 4 Scott Street
- The anticipated winter shadows once the new building is erected

The location of the northern brick wall

- It is our understanding that this brick wall may well be on our property rather than actually forming the boundary.

The removal of the 'boundary wall'

- We believe this wall is the original property wall and as such had significant value when we were purchasing this house along with other original aspects of the property.
- Our exterior laundry wall is incorporated in and integral to the existing boundary wall.
- The existing boundary wall immediately adjacent to our house supports a laserlite roof over the narrow alleyway between our house and that wall.
- We have recently added external storage units which are reliant on the current dimensions of the waterproof walkway.
- On the northern wall at the eastern end of our block, significant decorative cladding is attached to the existing boundary wall.
- Demolition of the above sections of the wall would clearly have a major impact on that part of our property.
- There are concerns that if a new wall was erected the new footings could significantly damage our house and property in general.

The winter shadows

- It would appear from the advertised plans that the proposed new structure would almost entirely obliterate the winter sun from the northern aspect of our property

Given the significant impact all of the above would have on our property and therefore our enjoyment of our home, we would be grateful if these concerns could be taken into consideration.

Paul and Barbara Blest.

Paul [REDACTED]

Barbara [REDACTED]

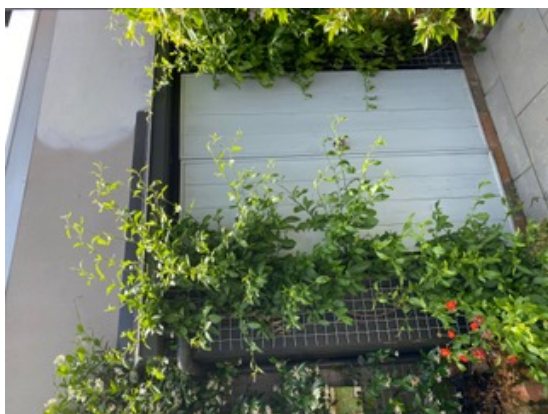
From: "Debbie McGrath" [REDACTED]
Sent: Mon, 16 Jan 2023 13:01:46 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: DA0744/2022 10 St Georges Sq East Launceston submission
Attachments: D McGrath 10 St Geroges Submission to Council.docx

You don't often get email from [REDACTED] Learn why this is important at [REDACTED]

Please find attached my submission regarding DA0744/2022.







January 16, 2023

To: Chief Executive Officer
Launceston City Council

From: Debbie McGrath
[REDACTED]

Re: DA 0744/2022 Application for Planning Permit
10 St Georges Square
East Launceston

I am writing in response to notification for the demolition of the existing dwelling and construction of a new dwelling at 10 St Georges Square East Launceston. The application and proposed plans raise the following issues relating to my [REDACTED] property at [REDACTED] [REDACTED] which shares a [REDACTED] with the existing dwelling.

1. The plans propose demolition of the existing boundary wall and construction of a new wall. Demolition of the existing boundary wall, will, most surely, cause extensive damage to the attached north side access walkway of [REDACTED] home.

This walkway has a drain along the entire length of the wall that will certainly be damaged when the wall is demolished leaving the foundation of [REDACTED] home exposed to standing water, mud, and damp during the construction.

[REDACTED] front fencing and security gates, which I keep locked, are attached to the wall, and will have to be removed for the demolition. [REDACTED], these gates and the peace of mind I have knowing they a deterrent to anyone wandering into [REDACTED] back garden are

extremely important to me. I also have a dog that I will not be able to leave loose in ■■■ garden while there are no fences or gates. This could be months or even years.

The steps and small deck area, to access ■■■ side door, are built onto the wall, as is ■■■ garden shed. All of which will have to be removed if the wall is demolished and then rebuilt when the construction is completed. While the construction is in process access to ■■■ side door will be difficult and storage space in ■■■ garden shed will be lost. And, who will do the rebuilding and who will bear the cost of this?

Access to ■■■ gas hot water service and bin storage are also located on that side of ■■■ home and could be restricted due to the construction.

Once the wall is removed ■■■ ground floor kitchen/living area, north facing windows will be completely exposed to any passers-by and workers. I will also be completely exposed to the construction noise, and dust and debris.

A serious issue is the effect that demolishing the wall could have on the structural integrity of ■■■ 1930's brick home. The existing wall is within 90 centimetres of the foundation of ■■■ home. A new wall will require excavation for footings and structural support work that will most certainly affect ■■■ home. Excavations for foundations for a two- storey home, vibrations from trucks and earth moving equipment that can cause structural damage are of concern. Although this may not be immediately visible there could be longer term damage. For documentation purposes I intend to undertake a Dilapidation Report before construction commences.

As a result of the demolition of the wall the above issues will have a major effect on my privacy, my security, and my right to the peaceful enjoyment of my home. Without any consultation, notification, or even the courtesy of a face-to-face conversation I have, unwillingly, become part of this demolition and construction project. I have not been offered any information, solutions, or suggestions on how the disruption to my home, my property and my living space will be resolved or how I will be compensated for any destruction or damage to my existing property.

I would like to suggest the following options which could eliminate the need to demolish the existing wall:

1. Employ an engineer to assess the condition of the existing wall and if it is found to be structurally sound use it as the side wall. Afterall, it *is* the side of a garage.
2. If necessary, the existing wall can be engineered to meet current building requirements and incorporated into the new build.
3. Retain the existing (historic) wall and build the new wall against it.
4. Are the clients aware that there could be substantial cost savings to be gained by not demolishing the existing wall but by incorporating it into the new build?

2. The proposed sun and shadow diagrams do not show the windows on the north side of my home. There are four windows, two ground floor kitchen, two first floor bedroom and a glass, ground floor access door that, at present, do get some winter sun. The proposed diagrams show that I will lose all winter sun to my north and west sides, rear courtyard and clothes drying area. These are my only outside areas, which the second storey of the development will completely overshadow.

3. There is a proposed south facing, stairwell window which looks directly into [REDACTED] courtyard. I ask that obscure glass be used.

4. The Paling fence on my property north side is within my boundary and therefore should not be disturbed by the demolition or new construction. Any damage or disturbance to the fence, garden beds and plants should be returned to original condition.

I ask that the builder also undertake a Dilapidation Report on my home before the start of construction. I also ask that there be some consultation to discuss the remedies the builder will employ to ensure the privacy, safety, and security of my property during works. And, that terms of repair, replacement, and or compensation be agreed by me and the client in writing.

In closing, I would like to say, how disappointing it is to have works that will have such an impact on my quality of living, and possibly into the future, proposed without any consideration, consultation, or just neighbourly courtesy. This development may fit into all the 'building envelopes', but it is an imposition on all the surrounding properties. It has been designed without sensitivity to the site and proposed without consideration of the loss of amenities, disruption to lives, and long-term impact on the people whose properties are adjacent.

Yours sincerely,

Debbie McGrath
[REDACTED]

From:

Subject: DA0744/2022 10 St George's Square, East Launceston, Tasmania
Attachments: 2023-01-14-Submission to LCC - Objection.pdf

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

To the General Manager - LCC Planning,

Please find attached my representation of objection to the plan DA0744/2022 -10 St George's Square, East Launceston, Tasmania. I have also submitted this in hard copy format at the council offices today.

As previously advised, I oppose the plans in their current state due to loss of privacy and amenity for [REDACTED]

Please keep me informed of progress for the application.

Yours sincerely,

Elizabeth Gatenby

[REDACTED]

Planning Department
Launceston City Council
18-28 St John Street, Launceston
Launceston TAS 7250

Delivered by hand and by email, cc'ed to all Cllrs of LCC

14th January, 2023

Dear Planning Officers and Councillors,

Re: DA0744/2022 10 St George's Square, East Launceston, Tasmania

I wish to outline my objections to the proposed demolition of the existing dwelling at 10 St George's Square, and the proposed dwelling, due to the extensive and detrimental impact it will have on my property [REDACTED]. I believe it fails a number of requirements and requires considerable amendments to be made.

[REDACTED] is a single elevation property built in the 1800s. The property share [REDACTED] with 10 St George's Square, a single story dwelling with a large garden. My property also [REDACTED] heritage listed [REDACTED]

In April 2019 I purchased [REDACTED] and began renovations to accommodate and future proof my limited mobility due to chronic disabilities. My mobility has declined rapidly due to severe scoliosis, chronic rheumatoid arthritis, three hip replacements and two knee replacements. I now rely upon a "wheelie walker" and sticks to walk, whilst enduring chronic pain not remedied by painkillers. These conditions will worsen over time.

With my limited mobility, so too is my outdoor recreation. Disability discrimination is, sadly, experienced by many in Australian life and my opportunities for outdoor enjoyment are severely constrained. I rely upon my garden as a place to continue my hobby of 50+ years, as an additional living space, and basic exercise provided by the small amount of gardening I am able to manage. The benefits to my mental health and spirit are greatly buoyed by this space. Thanks to the careful and considered planning of my architects and builders, their innovative approaches have maximised privacy and sunshine, creating a thriving veggie patch and flower garden and allowing flexibility to magnify liveability as my condition declines. It is a quiet sanctuary I find great pleasure and respite in. This is my only outside space for my property - there are no other places for me to enjoy the outdoors.

The proposed dwelling plans for 10 St George's Square will dramatically reduce my existing established privacy, resulting in a severely detrimental loss of amenity/enjoyment for this space.

[REDACTED]

I am particularly concerned about:

- **Total loss of privacy and amenity/enjoyment of my existing space** due to the proposed 10 St George's Square dwelling footprint doubling, exceeding the permitted envelope, and increasing dwelling elevation from single story to double, at a total height of 8,500mm with overlooking onto [REDACTED] garden/terrace/living room, due to plans Upper Floor Terrace, Bedroom 1 and Ensuite - see Figures 1 and 2 for demonstration of impact;
- The **increased footprint of the proposed dwelling significantly exceeds the site coverage regulations** (Launceston Interim Planning Scheme 2015, Section 10.4.3) which states a site coverage of not more than 50% (excluding eaves up to 0.6 m) - the plans show a footprint of approx 80% of the site, and does not include a landscaping plan, reducing green cover much needed in the city; and
- The plans **do not include a correct footprint of my dwelling**, omitting the south eastern part closest to the boundary of 10 St George's Square, abutting the Stables at 8 St George's Square; and
- The plans **incorrectly situates boundary trees** on the [REDACTED] side of the boundary with 10 St George's Square¹. These mature trees (thought to be a myrtle and an unknown variety) are planted on the 10 St George's Square side, not within [REDACTED]. Their status during demolition, construction and maintenance post-development is not included in the plans (no Landscape Plan included), nor is there a stipulation to replace when the trees come to the end of their lifespan. The plans seem to rely upon these trees to deliver privacy, and the plans require amendment to accurately represent the site and surrounding properties.

My most paramount concern is the **total loss of privacy**. There is precedent from a objection raised by a resident of [REDACTED] relating to a DA at 26 Welman Street (DA 0101/2021), which I have included here Agenda item 9.4 from City of Launceston Council meeting held 6 May 2021²:

Agenda item 9.4 - 26 Welman Street, Launceston - Residential - Demolition of Existing Dwelling and Construction of a Dwelling (DA 0101/2021)

Issue 5: The proposed dwelling will overlook the rear yard of 7 Elizabeth Street and reduce privacy.

Response 5

The assessment at section 3 (clause 11.4.5) of this report concludes that overlooking is not practicable as a result of separation of some 10m and differences in elevation of some 7m. The inclusion of additional landscaping will further limit any potential for overlooking.

The Minutes³ of this meeting outline the following conditions to be placed on the permit:

¹ Planning Exhibited Documents DA 0744/2022 - 10 St George's Square Proposal Drawing No. J21048-SK02

² Page 26, Launceston City Council Ordinary Meeting Agenda, 6 May 2021

[REDACTED]

³ Page 28, Launceston City Council Meeting Minutes, 6 May 2021

[REDACTED]

5. SITE LANDSCAPING PLAN

Prior to the commencement of works, a landscape plan must be submitted for approval by the Manager City Development. The plan must be prepared by a suitably qualified person, must be drawn to scale and must include the following details:

[a-e omitted, not applicable here]

f. screen planting along the northern side boundary of fast growing trees capable of achieving a height of six metres (if these trees are to be pruned at a lesser height, the plan must demonstrate that the desired height will appropriately protect the privacy of adjoining properties to the north).

The landscaping must be:

- g.** installed in accordance with the endorsed plan; and
- h.** completed within three months of the use commencing; and
- i.** maintained as part of the development. It must not be removed, destroyed or lopped without the written consent of the Council.

Similar conditions were included for the permit for **DA0330/2022 - 6 Spencer Street - LCC Agenda Attachments 25 August 2022**⁴:

11.4.3 Building envelope for single dwellings
where reliance on performance criteria is required

P1 The siting and scale of single dwellings must be designed to:

- (a)** ensure there is no unreasonable loss of amenity on adjoining lots by:
 - (i)** overshadowing and reduction of sunlight to habitable rooms and private open space to less than three hours between 9am and 5pm on 21 June or by increasing existing overshadowing where greater than above
 - (ii)** overlooking and loss of privacy;

The officer's response was the following⁵:

All windows to habitable rooms on the top floor will either have a sill height of 1.7m or screened. This is considered appropriate to protect any privacy concerns to adjoining properties. Further, the proposed deck at the rear of the dwelling will have a 1.7m high side wall and privacy screen to ensure there is no overlooking into the adjoining properties.

Based on the prevention measures as indicated above, it is not envisaged privacy will be an issue to adjoining neighbours.

At a minimum, I ask that similar landscaping and screening conditions be placed on the permit for 10 St George's Square to block line of sight and overlooking. This will assist in retaining my privacy and amenity.

⁴ LCC Meeting - 25 August 2022 - Attachments - page 199

⁵ *ibid*, page 200

[REDACTED]

I have further outlined my concerns, the impact it has on my property, privacy and amenity, and proposed amendments for consideration by the Council. I have also included images demonstrating how my garden/terrace is currently, and an indication showing how the proposed dwelling will remove any privacy I have.

I appreciate the proposal may meet the Tasmanian Planning Scheme and/or the Launceston Interim Planning Scheme; however, I do ask that sympathetic consideration is given to the neighbouring properties which surround this site, and the impact the proposed dwelling will have on the incumbents.

I have invited all Councillors and Planning staff to view the site in concert with my neighbours, Tanis Wilson [REDACTED] and Debbie McGrath [REDACTED], to view the impact on our homes. Whilst some have already responded and/or attended, the offer remains for those who take an interest in planning matters.

I expect the newly elected city councillors are keen to begin their governance roles by reassuring the constituents of Launceston that natural justice is delivered to all. I look forward to hearing from you in due course.

Yours sincerely,

Elizabeth Gatenby

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Summary Table

Concern	Impact	Proposed Amendments
<p>The proposed plan:</p> <ul style="list-style-type: none"> increases footprint of the proposed dwelling exceeds the site coverage regulations (Launceston Interim Planning Scheme 2015, Section 10.4.3) which states no more than 50% site coverage. adds an additional floor taking total elevation to 8.35m exceeds the permitted envelope⁶ Northern elevation includes two large windows overlooking [REDACTED] garden/ terrace and into living areas Includes up to 6 car parks lacks appropriate privacy screening includes errors - <ul style="list-style-type: none"> incorrectly shows boundary trees on [REDACTED] site; these trees are on the 10 St George's Square garden.⁷ incorrect footprint of [REDACTED], particularly where the south eastern part of the building 	<p>Proposed plan's Upper Floor Terrace will have a direct line of sight into [REDACTED] garden/terrace and living room.</p> <p>Proposed plan's Upper Floor Ensuite and Bedroom 1 windows will have direct line of sight into 1 Spencer Street garden, terrace, living room and kitchen.</p> <p>Proposed plan lacks privacy screening, invasion of privacy.</p> <p>Proposed plan's incorrect placement of trees/footprint of [REDACTED] questions this plan's accuracy. No guidance on trees' status during and post build, and their status when they come to the end of life.</p> <p>Proposed plan includes up to 6 car parks which seems excessive for a 3 bed house, raising questions of commercial activity, vehicular noise and/or additional traffic.</p>	<p>Amend plan to include privacy screening to Upper Floor Terrace at a minimum 1.7m to ensure line of sight and sound is blocked</p> <p>Amend plan to raise Upper Floor Ensuite and Bedroom 1 windows to a minimum sill height of 1.7 mm from the floor to ensure line of sight and sound is blocked</p> <p>Amend plan to stipulate appropriate opacity treatment on windows on Upper Floor Ensuite and Bedroom 1 to ensure line of sight is blocked.</p> <p>Amend plan and move the Upper Floor Bedroom 1 window to the Western side of the Bedroom to ensure [REDACTED] existing privacy is not compromised.</p> <p>Update plans to correctly show position of trees on Northern boundary, and if they will be removed during construction, will they be replaced and maintained to ensure privacy screening.</p> <p>Outline an amendment to include Site</p>

⁶ J21048-SK07

⁷ J21048-SK01, J21048-SK02, J21048-SK03



meets the shared boundary with 10 St George's Square and [REDACTED] s heritage listed building. ⁸		Landscaping conditions as per 26 Welman Street DA 0101/2021 Outline a condition to include additional screening and/or raised sills as per DA0330/2022 [REDACTED] Clarify 6 car parking inclusion
--	--	---

⁸ ibid



Figure 1 - Current scenario [REDACTED] looking towards the southern boundary with 10 St George's Square.



Figure 2 - Impact of [REDACTED]. Approximation only.

[REDACTED]

13 January 2023

Your Ref: DA0744/2022

Mr. Michael Stretton
Chief Executive Officer
Launceston City Council
PO Box 396
Launceston TAS 7250

FILE No.	DA0744/2022			
EO	<input checked="" type="checkbox"/>	OD	<input type="checkbox"/>	Box <input checked="" type="checkbox"/>
RCVD 16 JAN 2023 COL				
Doc ID.				
Action Officer	Noted		Replied	
[REDACTED]				

Dear Mr Stretton,

E-COPY D. PAYTON

Re: DA0744/2022 10 St George's Square, Launceston

I am writing in response to the currently advertised application for a planning permit for the demolition of the existing house at 10 St Georges Square, Launceston and the construction of a new dwelling and garage on the site.

1. Adjoining Heritage Property, [REDACTED]

[REDACTED] is listed on the Tasmanian Heritage Register (ID no. 4543) and is therefore subject to the requirements of the *Historic Cultural heritage Act 1995*. The property features a weatherboard urban villa, built c1877-78 which was designed by noted Launceston architect and MHA Harry Conway. He also designed the mansion 'Fairview' (now known as 'Torkington' in Anne Street) for John Scott, MHA in 1870. [REDACTED] is unique in that it includes a stable, a relatively uncommon outbuilding for an inner suburban property. The stable, which has recently undergone conservation, has a rear wall on the boundary with 10 St Georges Square.

The proposed design and scale of 10 St Georges Square is detrimental to the architectural and heritage values of [REDACTED]. The current design is totally out of character in relation to the streetscape and the adjoining properties, of which five date from no later than the 1930s. The development application makes NO mention or reference to any protection to be afforded to the heritage-listed stable and residence during the demolition of the existing residence at 10 St Georges Square nor during the construction of the proposed new building on that site.

2. Impact of Reduction of Sunlight on [REDACTED]

The proposed building will have a major impact on the sunlight received by the residence, rear courtyard and garden at [REDACTED]

It is well established that sunlight, especially in winter is essential for maintaining good health and psychological well-being. Because of Tasmania's latitude, winter levels of UV in sunlight fall regularly below a moderate level (3) – usually 2 or 2.5 even on a sunny day. These levels have detrimental impacts on health and well-being.

The design of the rear outdoor space at [REDACTED] currently allows for maximum winter sunlight. Garden plants have adjusted to this level of light. They would be negatively impacted by significant reductions in the available sunlight, especially during winter. The outdoor area is used for recreation, gardening, exercise space for the dog and for daily activities such as drying clothes - all part of normal household activities.

This development will majorly impact an existing amenity that forms an essential daily part of living and house functionality at [REDACTED]. The current design for the proposed residence at 10 St Georges Square is double the current ground floor area plus an extensive second storey where none now exists on the current residence.

The proposed design gives no consideration to its impact on the life and daily routines of the occupant of [REDACTED]. Why should one resident be permitted to reduce and remove existing benefits and amenity currently enjoyed by an adjoining neighbour?

The resident at [REDACTED] has NO alternative space for outdoor recreational and household use.

3. Incorrect Sun Diagram Illustrations – [REDACTED]

The sun diagrams presented in the plans show an incorrect image of the north-facing wall of [REDACTED]. Consequently they do not show the correct impact of shadowing from the proposed two-storey building.

The sun diagrams submitted do not show that the [REDACTED] residence has three ground floor north-facing windows (kitchen and living area) and two first floor north-facing windows. All of these will be significantly impacted by the reduction in sunlight, and daily light in general, from the proposed two storey building.

The plans create the impression, somewhat falsely, that the impact of the proposed two-storey residence, where there is now only a one storey residence, will be minimal if none at all.

4. Removal of Brick Boundary Wall between [REDACTED] Square

The boundary wall between [REDACTED] is indicated for demolition on the submitted plans. This wall, a shared wall between the two properties, forms both a fence and an important component of the security for the resident at [REDACTED]. The existing wall is also part of a storage shed on that property.

A precedent exists for this boundary wall to be retained as is. The matter of the removal of a boundary wall between [REDACTED] was raised in a representation to a DA0330/2022 and published in the Council Agenda 25/8/2022, p.55.

REPRESENTATIONS

Issue 1: It would be beneficial to maintain the eastern built boundary wall to maintain security and privacy to the adjoining property.

Officer Response 1 The boundary wall is proposed to remain.

Options exist for the retention of the existing boundary wall between 10 and 12 St Georges Square. These include the building of the new wall for the large garage to abut the original wall. Demolition of the existing boundary wall is unnecessary.

5. Impact on [REDACTED] Boundary Wall Removal

The proposed demolition of historic brick wall which runs along the north-facing boundary with 10 St Georges Square is an unnecessary intrusion on [REDACTED]. The historic brick wall forms an integral part of the ambience and character of [REDACTED]. It is an important part of the structure of the 1930s residence which has recently been extensively renovated.

The brick wall is a valued heritage feature of the residence and a historic reference to the previous buildings that existed on that site. The wall is much enjoyed by the current owners and provides a significant amenity for their small outdoor living area.

Is the removal of the existing brick boundary wall necessary? The answer is NO. A new block or brick wall can be built on the northern side of this original wall without any inconvenience to the proposed development at 10 St Georges Square.

6. Overlooking and Loss of Privacy

The design of the proposed new residence creates significant overlooking problems for three adjoining properties in particular. The major impact falls most heavily on [REDACTED]. Both have outdoor living spaces which join the northern boundary of 10 St Georges Square. Both properties are overlooked by six north-facing windows and an open outdoor terrace on the first floor. These windows and terrace will look directly into the existing living areas of each house and overlook their outdoor living spaces and gardens.

Precedents for the imposition of changes to these plans to address these overlooking concerns do exist for developments approved by Council within metres of 10 St Georges Square.

a. 26 Welman Street, DA0101/2021

The permit for this new demolition and build stipulated the planting of suitable screening trees on the northern boundary of the property to provide increased

privacy for the Elizabeth Street adjoining neighbours following concerns raised in representations.

EXCERPT FROM PERMIT Thursday 6 May 2021, Council Minutes, p.28

5. SITE LANDSCAPING PLAN

f. screen planting along the northern side boundary of fast growing trees capable of achieving a height of six metres (if these trees are to be pruned at a lesser height, the plan must demonstrate that the desired height will appropriately protect the privacy of adjoining properties to the north). The landscaping must be: installed in accordance with the endorsed plan;

b. 6 Spencer Street – DA0330/2022

The issues of overlooking and loss of privacy were raised by representors to the development application for 6 Spencer Street. The permit for the new residence specified the installation of privacy screening for the first deck that overlooks 4 and 8 Spencer Street and increased sill height of first floor windows that overlook 4 and 6 Spencer Street.

Extract from Council Meeting Attachments for 6 Spencer Street, 25 August 2022, p199, p200

P1 The siting and scale of single dwellings must be designed to: (a) ensure there is no unreasonable loss of amenity on adjoining lots by: (i) overshadowing and reduction of sunlight to habitable rooms and private open space to less than three hours between 9am and 5pm on 21 June or by increasing existing overshadowing where greater than above; (ii) overlooking and loss of privacy; and (iii) visual impacts when viewed from adjoining lots: and (b) take into account steep slopes and other topographical constraints; and (c) have regard to streetscape qualities.

- Planning Scheme Assessment - 25 August 2022 Page 199 Officer Response:

(ii) overlooking and loss of privacy; and Officer Response:

All windows to habitable rooms on the top floor will either have a sill height of 1.7m or screened. This is considered appropriate to protect any privacy concerns to adjoining properties. Further, the proposed deck at the rear of the dwelling will have a 1.7m high side wall and privacy screen to ensure there is no overlooking into the adjoining properties.

Conditions relating to the installation of window screening and the planting of suitable screening trees must form part of any permit issued for 10 St Georges Square.

In addition, the proposed south-facing stairwell window which overlooks [REDACTED] should be required to be opaque glass.

As shown by the above mentioned two permits, Council can make such conditions applicable in this instance.

7. Extensions beyond the Envelope

The residence does not conform with the building envelope for the site with sections of it extending beyond the envelope.

8. Site Coverage

The proposed building reduces current open green space on the site and removes part of the already limited existing tree cover.

No information specifying the full site coverage of the proposed new building's impermeable surfaces has been supplied. Figures on page 1 of the application show a ground floor site surface of 97 square metres but this does not include the integrated garage at the front which itself is over 90 square metres.

No landscaping plan has been submitted and the creation of one should form part of any permit issued.

Precedents for retaining existing tree cover on sites, and for requiring landscaping plans exist, and are to be found in recent permits issued for nearby developments.

9. Summary

The loss of winter sunlight which is so essential for good physical health and well-being; the loss of privacy where residents can continue their daily activities without the feeling of intrusion; and the loss of features of their properties which are currently greatly enjoyed; are not trivial matters. They are life changing factors. The long term impact of such losses on adjoining properties by this proposed development needs further consideration before a proper assessment of this application can be made.

It is interesting to note that on the Cumulous Studio website, a statement is made when discussing the design approach of Cumulous Studio that:

It's really this constant question around how architecture can make people's lives better.

Regrettably this commendable objective cannot be said to have been achieved with the plans submitted in this application. The manner in which this development has proceeded has created exactly the opposite impact.

The timing of this application's lodgment; the posting of the public notice immediately before Council closed for its Christmas break; the lack of any consultation with neighboring property owners; and the proposed design of the new residence have all

contributed to considerable distress and anxiety for many of the seven adjoining property owners.

This application, if it is approved, should only be approved with modifications that can ameliorate some the most negative aspects of this proposal.

An amended design for this proposed residence and garage should include:

- protection plans for the heritage-listed stable and house at [REDACTED] during demolition and construction
- a reduction of the height and scale of the proposed building to fit within the building envelope for the site
- adjustments to, and a reduction in, the bulk of the building where this causes a significant reduction or deletion of sunlight, especially winter sunlight, for adjoining properties
- the requirement to plant border trees of suitable heights to reduce the overlooking of properties on the northern boundary
- an increase in the sill heights of the proposed north-facing windows and the deck, together with appropriate screening, to minimize and remove where possible overlooking of northern neighboring properties
- the requirement to retain the existing brick border walls adjoining [REDACTED]
- a requirement to implement a landscaping plan that delivers higher levels of privacy and which minimizes or removes overlooking for neighboring properties. The landscaping plan should also maximize the retention of existing trees with additional tree plantings to soften the impact of the proposed building on adjoining properties and the streetscape.

Such amendments to the proposed design, together with a professionally prepared site landscaping plan could firstly, achieve a much greater compatibility with adjacent residences and secondly, result in a building and grounds that make a more positive contribution to the streetscape, local heritage and the neighborhood community.

To retain and build the current design without amendment will have a lasting negative and dominating impact on the character of the streetscape and the adjacent residences.

I do not support this development application in its current form.

Yours sincerely,

[REDACTED]

Glenda King

10.2. DA0421/2022.A01 - Minor Amendment - 16 St Georges Square and 14 St Georges Square, East Launceston - Residential - Construction of a Dwelling

FILE NO: DA0421/2022.A01

AUTHOR: Duncan Payton (Town Planner)

GENERAL MANAGER APPROVAL: Dan Ryan (Community and Place Network)

DECISION STATEMENT:

To consider a minor amendment application under section 56 of the *Land Use Planning and Approvals Act 1993*.

PLANNING APPLICATION INFORMATION:

Applicant: 6tyo
Property: 16 St Georges Square and 14 St Georges Square, East Launceston
Zoning: Inner Residential
Receipt Date: 27/01/2023

RELEVANT LEGISLATION:

Land Use Planning and Approvals Act 1993

PREVIOUS COUNCIL CONSIDERATION:

Council - 8 September 2022 - Agenda Item 9.1 - 16 St Georges Square and 14 St Georges Square, East Launceston - Residential - Construction of a Dwelling

RECOMMENDATION:

That, in accordance with section 56 of the *Land Use Planning and Approvals Act 1993*, the minor amendment be refused for DA0421/2022.A01 at 16 St Georges Square and 14 St Georges Square, East Launceston, on the following grounds:

1. The minor amendment is contrary to section 56(2)(b) of the *Land Use Planning and Approvals Act 1993* in that failure to complete the required brick fence section in Scott Street is contrary to community expectations and the heritage values of the fence and will cause detriment to other persons.
-

REPORT:

1. AMENDMENT PROPOSAL

1.1 Background

Development Permit DA0421/2022 was determined at the Council Meeting held on 8 September 2022 and issued on 13 September 2022 subject to the provisions of the Tasmanian Planning Scheme - Launceston.

The permit provided for the development of a single-storey, single bedroom dwelling and the construction of the single section of brick fence facing Scott Street and returning from the St Georges Square frontage.

The report to the Council Meeting of 8 September 2022 relevantly advised:

BACKGROUND

Several development proposals have been considered in recent years dealing with both 14 and 16 St Georges Square, East Launceston involving subdivision, demolition and the construction of a dwelling on each of the lots. Concurrent with this, much of the previous historic brick wall was removed for safety reasons.

Consistent throughout these proposals has been the Council's commitment to the protection of significant trees on the sites and the replacement of the brick wall with another that is visually consistent with the demolished wall. Whilst the brick wall along the St Georges Square frontage has been appropriately replaced, it is noted that recently the return of the brick wall into Scott Street has been replaced with colorbond in conjunction with the replacement of the previous colorbond fence on the Scott Street frontage. This is inconsistent with previous permit conditions requiring the first section adjoining the brick wall to be similarly constructed in brick.

A condition is proposed, requiring the removal of that colorbond section and its replacement with a brick wall, including pillars, consistent with the adjoining brick wall.

LOCATION AND NEIGHBOURHOOD CHARACTER

The subject site, 14 St Georges Square is located on the south-western side of the St Georges Square and Scott Street junction. Opposite the site, to the east, is the large public park, St Georges Square. This parkland, bisected by High Street, features many mature exotic trees and is a popular recreational area. There is also a busy take away food shop on this section of the Square, north of the subject site, whilst on the southern end of the square are the ABC offices, a butcher, cafe and a florist/gift shop. Food vans also operate on the eastern side of High Street.

To the north, west and south, the site is surrounded by single dwellings. The dwellings to the west and south are, like the subject site, developed on land subdivided over time from the nearby Torkington (previously Fairview) historic home.

The streetscape at this end of St Georges Square is largely framed or influenced by the substantial brick wall, being remnants (including reconstructed sections) of the original wall enclosing the early Fairview estate. The visual impact of the dwellings behind the wall is significantly muted by the dominant presence of the wall itself and the surrounding mature vegetation.

Whilst some dwellings in the area are relatively new, the character of the area is clearly residential in a setting of established parks and gardens and mature trees, including the two significant sequoia trees in the garden of the heritage listed Torkington (56 Ann Street) which are clearly visible landmarks from multiple viewpoints.

The endorsed proposal plans show the wall return.

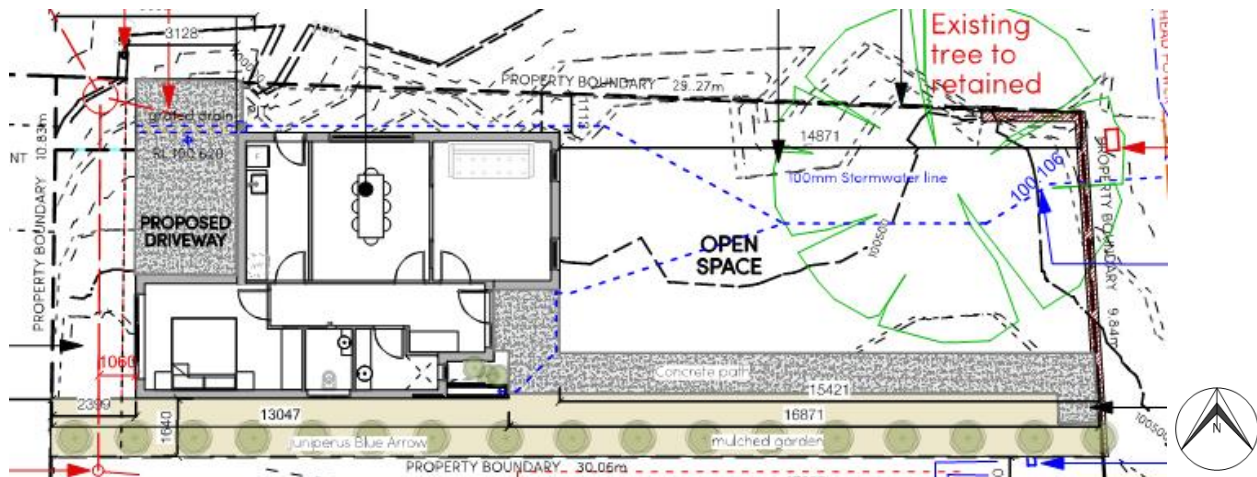


Figure 1: Extract from endorsed plan prepared by S Group 21/03/2022 and showing the brick wall on the eastern (St Georges Square) and northern (Scott Street) frontages

Five representations were received which, amongst other matters, noted the significance of the brick wall to the streetscape and the St Georges Square area and sought to have the wall retained and the missing section reconstructed, consistent with the recently reconstructed wall adjoining St Georges Square and previous approvals.

1.2 Amendment Proposal

The Council has received a request to amend Condition 10 of the permit to replace the reference to a brick fence to a colorbond fence to match the existing colorbond fence along the Scott Street frontage.

Condition 10 states:

FRONTAGE FENCE

Prior to the commencement of the dwelling construction, a brick fence shall be erected on the Scott Street return, to the extent shown on the endorsed site plan. The fence shall be constructed to a design consistent with the scale, design detail and finish of the historic brick wall previously on this frontage. Such design shall be consistent with that required by DA0339/2019 and shall be to a plan approved by the Manager City Development.

All reasonable care shall be taken to protect the fence from damage during the construction of the approved dwelling. Any and all damage sustained during the construction process shall be repaired, prior to occupancy of the dwelling, to maintain a visually consistent fence.

This condition was applied to the permit both in response to issues raised by representors and to maintain consistency with past decisions relating to the property.

With the introduction of the current planning scheme, the previously applicable Scenic Management overlay was removed. However, the brick wall surrounding part of the subject site is included within the Council's Local Historic Heritage list, notwithstanding that the original wall was recently demolished. The heritage data sheet (attached) specifically refers to the brick wall including the Scott Street return.

The relevant condition refers to the reconstruction of the return section in Scott Street.

The applicant was advised on 31 January 2023 that the minor amendment was not supported and it was recommended that the application be withdrawn:

As we discussed, the site, specifically the fence/wall is included on the local heritage list. Consequently, we would be unable to consider the removal of the requirement for the Scott Street section of the brick wall to be replaced as a minor amendment. Therefore, I recommend that you withdraw the application to amend the permit ...

The applicant later asked for information regarding the heritage listing of the wall and a copy of the data sheet was provided on 22 February 2023 along with the advice:

A letter was sent to the land owner on 15 July 2019 advising that the brick fence was recommended for listing. The letter advised that there would be formal public exhibition of the Local Provisions Schedule and that written submissions would be welcomed. It also invited further contact with officers to discuss any queries.

In the making of the application to amend the permit, the applicants noted that Condition 8 requires:

Existing trees on the subject land must be retained and must not be damaged, removed, destroyed or lopped without the written consent of the Council. Such trees must be satisfactorily protected both by the design of the building and during construction work by barriers and similar devices in accordance with Australian Standard 4970 Protection of Trees on Development Sites to Protect Existing Trees.

The applicants assert that, given the proximity of the existing Horse Chestnut tree to the remnant wall foundation of the section required to be rebuilt, the requirement to rebuild the wall section is inconsistent with the requirement to not damage the tree.

In support of this, the applicants provided a report from Frank Rosol, a recognised and qualified arborist, noting:

In short, the proposed area to be excavated for the construction of piers and footings is a highly sensitive area for the tree, not just for optimum tree health but for the very stability of the tree.

The proposed plans to build a relatively 'heavy' wall with deep footings close to a tree which is protected and to have 'no damage' occur, seems to me to be directly at odds.

The best action for this living organism - Horse Chestnut - in this context is to leave the tree and area surrounding the tree untouched; that is, without any excavation, compaction or disturbance at all.

In my opinion, the existing colorbond fence suits the aesthetic required and has not intruded upon the SRZ of the tree.

(A major root of the Horse Chestnut was discovered in the construction of the wall along St George St close to the tree and had to be carefully cut. It is likely that more roots will be impacted much closer to the tree, increasing damage to the health and structure of the specimen if the proposed construction is to proceed.)

It is noted that these comments are, to some extent, based upon a specific and relatively intrusive engineering design. It does not appear that alternative designs have been considered or the actual roots uncovered by hand to enable adequate consideration of alternative design once the existence and location of roots was confirmed.

It is further noted that a major root was carefully cut during the construction of the wall facing St Georges Square around two years ago and the tree remains in good health.

Having regard to the purported conflict between permit conditions, the wording of Condition 8 states that the tree must not be damaged without the written consent of the Council. Condition 9 of the permit requires the provision of a Vegetation Management Plan, to the satisfaction of the Manager City Development and showing how the tree would be protected in accordance with AS4970. The relevant standard provides for mitigating measures to be undertaken to compensate for damage such as cutting roots. Reasonably, a Vegetation Management Plan demonstrating what roots may need to be cut and what mitigation measures were proposed would, once approved, equate to the required consent of the Council.

Nevertheless, to clarify that the conditions were not in conflict, it was intended to correct the permit to insert the words as far as practicable having regard to Condition 10. However, the applicants have proceeded with their application to amend the permit.

2. PLANNING SCHEME ASSESSMENT

2.1 Land Use Planning and Approvals Act 1993 (LUPAA) Requirements

Section 56 LUPAA Assessment

- | |
|---|
| 1. The owner of land, or a person with the consent of the owner, may request the planning authority in writing to amend a permit which applies to that land and which is a permit issued by the planning authority. |
|---|

Complies

The request is made on behalf of the owner.

2. The planning authority may amend the permit if it is satisfied that the amendment
(aa) is not an amendment of a condition or restriction, specified in the permit, that is required, imposed or amended by the Appeal Tribunal; and
Complies The matter has not been considered by the Tribunal.
(a) does not change the effect of a condition or restriction, specified in the permit, that is required, imposed or amended by the Appeal Tribunal; and
Not Applicable The matter has not been considered by the Tribunal.
(b) will not cause an increase in detriment to any person; and
Not Comply It is relevant that a number of representations were received during exhibition of the application for permit and the requirement for the reconstruction of the required brick wall was a prominent issue. In its determination, Council specifically referred to the replacement of the wall to address the concerns of surrounding residents and representors. Throughout previous development assessments dealing with 14 and 16 St Georges Square concern was expressed by many residents that the historic brick fence was not heritage listed. This was addressed through the introduction of the new planning scheme and the public exhibition of the Local Provisions Schedule. The brick fence, including the Scott Street return, is now included on the local heritage list incorporated in the planning scheme. To remove the requirement to build the brick fence section and replace this with a colorbond fence section is inconsistent with the heritage listing of the fence and contrary to the desire and expectation of the representors and is likely to result in frustration and a sense of loss. It is considered that this can be translated into detriment to those people and the broader community.
(c) does not change the use or development for which the permit was issued other than a minor change to the description of the use or development.
Complies The permit was issued for the construction of a small dwelling, including the reconstruction of a brick fence section in Scott Street. Whilst the impact of the proposed change would be significant, the fence section is clearly a minor component of the development of a dwelling. Therefore, the construction of the fence in a different material is a minor change to the description of the proposal.
2A An amendment of a condition or restriction specified in a permit is not to be taken to contravene subsection (2)(a) by reason only that other conditions or restrictions have been specified in the permit, or amended, by the Appeal Tribunal.
Not Applicable The matter has not been considered by the Tribunal.

2B A condition or restriction (the fresh condition or restriction) specified by the planning authority in a permit is not to be taken, for the purposes of this section, to be required or imposed by the Appeal Tribunal if
(a) the fresh condition or restriction is to the same effect as a condition or restriction that was specified in the permit by the Appeal Tribunal before the planning authority specified the fresh condition or restriction in the permit; and
Not Applicable The matter has not been considered by the Tribunal.
(b) the fresh condition or restriction is not referred to in the decision, in relation to the permit, of the Appeal Tribunal under section 23 of the <i>Resource Management and Planning Appeal Tribunal Act 1993</i> .
Not Applicable The matter has not been considered by the Tribunal.

3. CONCLUSION

The proposed amendment, whilst minor, is inconsistent with the heritage listing of the wall in the current planning scheme. Maintaining the Scott Street return section as colorbond diminishes the aesthetic and historic value of the wall and its contribution to the St Georges Square streetscape. It is considered that the representors and potentially other visitors to the area, would view the non-replacement of the wall as a negative impact upon their enjoyment of the St Georges Square area and therefore suffer detriment.

It is considered that the request for amendment to the permit should be refused.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

The *Land Use Planning and Approvals Act 1993* contains provisions intended to implement the objectives of the Resource Management Planning System. The application has been assessed using these provisions and as such the economic, environmental and social impacts have been considered.

STRATEGIC DOCUMENT REFERENCE:

Land Use Planning and Approvals Act 1993

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

1. Request to Amend Planning Permit DA0421/2022 [**10.2.1** - 7 pages]
2. Australian Tree Care - Tas - Tree Inspection 14-16 St Georges Square, East Launceston [**10.2.2** - 3 pages]



Our Ref: 22.370

Measured form and function

26 January 2022

Michael Stretton
Chief Executive Officer
City of Launceston
By Email: planning.queries@launceston.tas.gov.au

Dear Michael,

**REQUEST TO AMEND PLANNING PERMIT DA0421/2022 – SECTION 56 LAND
USE PLANNING AND APPROVALS ACT 1993 – 14-16 ST GEORGES SQUARE,
EAST LAUNCESTON**

6ty° have been engaged by the owner of 14-16 St Georges Square, Launceston (Ms Kristi Seymour), to request an amendment to planning permit DA0421/2022 (“the Permit”) which was issued on 8 September 2022.

This request is made pursuant to section 56(1) of the *Land Use Planning and Approvals Act 1993* (“the Act”).

The Permit approved the construction of a dwelling on the northern lot located at 14-16 St Georges Square, East Launceston (CT: 176422/1 - “the site” – refer to Figure 1).

Figure 1 - aerial image showing the location and spatial extent of the site.



1. Background

The Permit, among other development, requires the construction of a return brick fence (“**brick fence**”) for the first 2.8m of the Scott Street frontage measured from the St Georges Square Corner (refer to Figure 2). Condition 10 of the Permit

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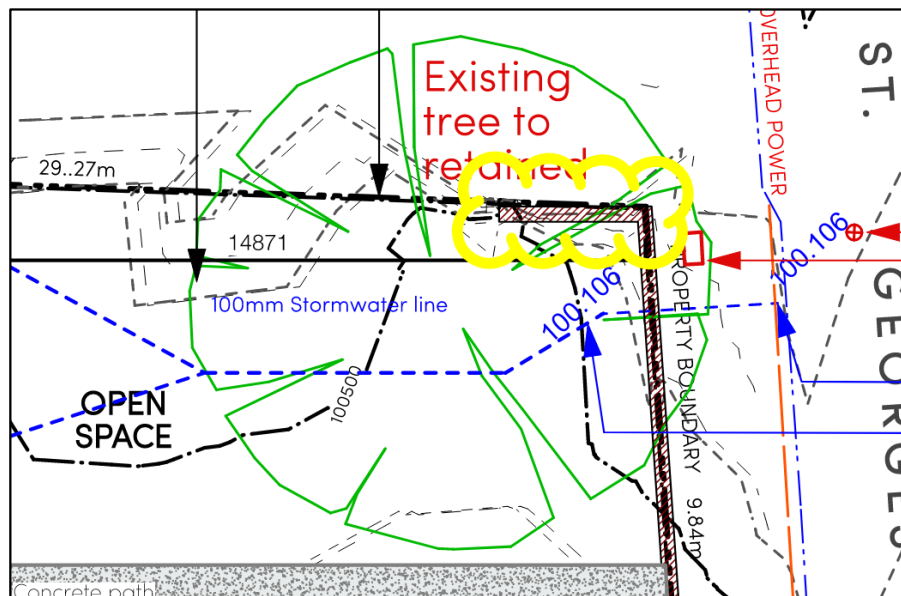
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Devonport 7310
P (03) 6424 7161

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requires the brick fence to be completed prior to the commencement of the construction of the dwelling which was approved by the Permit.

Figure 2 - excerpt of the endorsed Site Plan showing the location and extent of the brick fence (yellow cloud) that is required to be constructed and completed prior to the commencement of the construction of the dwelling.



The Permit also requires the retention, protection and preservation of the existing mature Horse Chestnut *Aesculus hippocastanum* ("the tree") which is located in the north-eastern corner of the site. Specifically, the trunk of the tree is located approximately 900mm from the location of the brick fence (refer to Image 1).

The following conditions were included in the Permit which related to the retention, protection and preservation of the tree ("the conditions"):

Condition No.	Condition Heading	Condition Requirement
6	Site Landscaping Plan	Preparation of a landscape plan by a suitably qualified person.
7	Supervision by Project Arborist	Supervision of the implementation of the endorsed landscape plan.
8	Protection of Existing Trees	Existing trees to be retained on site and must not be damaged, removed, destroyed or lopped without consent of the Council and for tree protection works to occur in accordance with AS 4970 – <i>Protection of Trees on Development Sites to Protect Existing Trees</i> .
9	Vegetation Management Plan	Preparation and implementation of a Vegetation Management Plan for the protection of existing trees on the site and on the near by property (56 Ann Street). Specifically, Condition 9(f) required the Vegetation Management Plan to detail how the existing trees

will (must) be protected from damage in accordance with AS 4970 – *Protection of Trees on Development Sites to Protect Existing Trees*.

Image 1 - photo showing the location of the tree trunk in proximity to the location of the proposed brick fence.



Guided by the conditions of the Permit, Frank Rosol (qualified and experienced arborist - Australian Tree Care - TAS), was engaged to undertake an assessment of potential impacts the construction of the brick fence may have on the tree to determine whether the conditions are able to be complied with. The completed Tree Inspection is enclosed.

The Tree Inspection concluded that the best outcome for the retention, preservation and protection of the tree is to leave the tree and its associated structural root zone in situ with no disturbance or excavation at all within the area of the proposed brick fence. It noted that the construction of the brick fence appears to be in direct conflict with the conditions which seek to protect the tree.

The Tree Inspection states that the works required for the proposed brick fence in proximity to the tree will not be conducive to the health and stability of tree and, any works within this area, will likely cause health decline and the catastrophic failure of the tree.

This advice was provided verbally prior to the decision of the owner of the site to construct the lightweight colourbond fence on top of the existing brick footing (refer to Image 2).

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Image 2 - photo showing the extent of the colourbond fence that has been constructed in the location of the brick fence required by the Permit.



The Tree Inspection recommends leaving the as constructed colourbond fence in place.

Based on the findings and recommendations contained within the Tree Inspection, the best outcome for the protection and preservation of the tree is avoiding all works within the location of the brick fence including removal of the existing footing.

It is the preference of the landowner to retain the tree. The colourbond fence allows the tree to be retained with certainty that the health of the tree will not be affected as a result of works associated with the brick fence. If the brick fence were to be constructed, there is no guarantee that the health of the tree will not decline.

Accordingly, it is requested that Condition 10 of the Permit be amended to replace the reference to a brick fence to a colourbond fence and for the colourbond fence to match the existing colourbond fence along the Scott Street frontage of the site in terms of height, pattern and colour.

2. Section 56(2) Land Use Planning and Approvals Act 1993


The following table provides an assessment against section 56(2) of the Act:

56(2) The planning authority may amend the permit if it is satisfied that the amendment –	
(aa)	<i>is not an amendment of a condition or restriction, specified in the permit, that is required, imposed or amended by the Appeal Tribunal.</i>
	Planning Response
	The Permit was not subject to a decision made by the Appeal Tribunal.


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56(2) The planning authority may amend the permit if it is satisfied that the amendment –	
(a)	<p><i>does not change the effect of a condition or restriction, specified in the permit, that is required, imposed or amended by the Appeal Tribunal.</i></p> <p>Planning Response</p> <p>The Permit was not subject to a decision made by the Appeal Tribunal.</p>
(b)	<p><i>will not cause an increase in detriment to any person.</i></p> <p>Planning Response</p> <p>Section 56(2)(b) seeks to determine whether an increase in detriment to any person will arise from the amendments to the use or development being proposed, rather than to revisit original application associated with the Permit.¹</p> <p>No detriment to any person is envisaged by the proposed amendment.</p> <p>In this instance, the proposed amendment will result in the change of material used for the return fence from brick to colourbond. The sole reason for changing the material of the fence is to avoid all impacts to the structural root zone of the tree. In this regard, the construction of the brick fence will require significant disturbance and works in close proximity to the tree which will intrude and impact the structural root zone of the tree which will potentially lead to health decline or catastrophic failure of the tree.</p> <p>Conversely, the colourbond fence is lightweight and has been retrofitted to the existing footing which held the previous brick fence. The colourbond fence does not require any disturbance or intrusion to the structural root zone of the tree.</p> <p>The retention and preservation of an established and healthy tree, where it has been recommended that no works occur within the structural root zone of the tree, is considered to be a significant benefit. The tree currently provides shade for the site in spring, summer and late autumn and its size and structure contributes positively within the streetscape (refer to Images 3 and 4).</p> <p>Image 3 - photo of the tree showing the extent and structure within the streetscape.</p> 

¹ C and A Davies v. Central Coast Council and J and L Enterprises Pty Ltd [2011] TASRMPAT 087.

56(2) The planning authority may amend the permit if it is satisfied that the amendment –	
	<p>Image 4 - photo of the tree showing the extent and structure within the streetscape.</p>  <p>Turning to the change to the materiality of the section of fence on Scott Street from brick to colourbond, the presence of the colourbond fence will be in keeping with the existing fence on the Scott Street frontage (which is the dominant fence of this frontage) of the site which is the same colourbond material, style and height.</p> <p>The proposed colourbond fence will be compatible with the reconstructed brick fence which is located along the St Georges Square frontage of the site. In this regard, the colourbond fence will be in harmony and broad correspondence with the brick fence and the streetscape, being of a material, colour, style and height that is the same as the existing fence along the Scott Street frontage which previously butted into the brick fence which has been removed. It will not be incongruous or starkly contrast with the style and height of frontage fences on the site and within the area. For this reason, the proposed colourbond fence is not expected to cause an increase in detriment to any person, particularly when juxtaposed to the advantage it provides to the ongoing health and preservation of the existing tree which contributes positively to the area.</p>
(c)	<p><i>does not change the use or development for which the permit was issued other than a minor change to the description of the use or development.</i></p> <p>Planning Response</p> <p>When viewed in the context of the approved dwelling, development associated with the proposed colourbond fence is considered to be comparatively minor. Furthermore, the proposed amended fence will not alter the description of the use and development associated with the Permit.</p>

Please do not hesitate to contact me should you have any queries on this application.

Yours faithfully
6ty° Pty Ltd

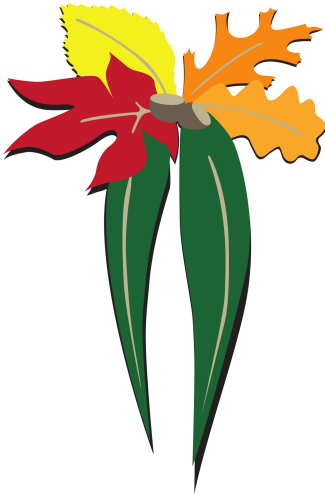
Our Ref: 22.370

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A handwritten signature in black ink, appearing to read "G Walker".

George Walker
Director/Planning Consultant



Australian Tree Care – TAS

ABN 70 952 434 390

Frank Rosol (Cert. Horticulture/Arboriculture)

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South Launceston 7250

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Email frankrosol@yahoo.com.au

19/01/23

George Walker
Director / Planning Consultant
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TREE INSPECTION, 14 – 16 ST GEORGES SQUARE

Brief

Inspect a Horse Chestnut *Aesculus hippocastanum*, located in the northeast corner of the above property near the intersection of Scott St and St Georges Square, in view of a proposed fence return to be constructed near the tree trunk.

Proposed Fence

The proposed fence plan submitted by RES Engineering (Project No R 19080-0, Dated 24/09/2019) involves a brick wall to be constructed in continuity with the already constructed wall along St George St. This 'return' is to extend from St George St into Scott St to a length of almost four meters.

Of note with this proposed construction, are the pier footings which are to be excavated to a depth of 1.5 meters (min), with a required width of 450 mm for the accompanying strip foundations to be constructed.

The strip footings between the piers will also require some adjustment (widening) to support the proposed wall.

The Protection of Trees on Development Sites

The Australian Standard AS 4970 – 2009 (incorporating amendment No 1) Protection of Trees on Development Sites is relevant to this situation.

The stipulation of the council approval for the development of 14 – 16 St Georges Square is that the principal trees located on this site are not to be compromised or damaged by the building program.

The Horse Chestnut tree situated in close proximity to the proposed 'return' brick fence mentioned above is to be protected by every available and reasonable means in the development of this site.

The proposed construction of the 'return' wall will impact the tree with a proposed pier being 800 – 900mm away (and 1.5 meters in depth) from the base of the trunk.

According to the Australian Standard, this proposed excavation of ground so close to the trunk compromises the Structural Root Zone (SRZ) of the Horse Chestnut. The SRZ of this specimen extends to 3 meters radius from the trunk base. The SRZ is described as 'the area required for tree stability' (* p13 Protection of Trees on Development Sites)

Major structural roots are likely to occupy this strategic area which support the tree in situ. If major roots are disturbed, damaged, or severed, not only can the tree become unstable and potentially fail catastrophically, but major feeding root systems can also be damaged and destroyed leading to the decline of the tree in general.

In short, the proposed area to be excavated for the construction of piers and footings is a highly sensitive area for the tree, not just for optimum tree health but for the very stability of the tree.

The proposed plans to build a relatively 'heavy' wall with deep footings close to a tree which is protected and to have 'no damage' occur, seems to me to be directly at odds.

The best action for this living organism - Horse Chestnut - in this context is to leave the tree and area surrounding the tree untouched; that is, without any excavation, compaction, or disturbance at all.

In my opinion, the existing colorbond fence suits the aesthetic required and has not intruded upon the SRZ of the tree.

(A major root of the Horse Chestnut was discovered in the construction of the wall along St George St close to the tree and had to be carefully cut. It is likely that more roots will be impacted much closer to the tree, increasing damage to the health and structure of the specimen if the proposed construction is to proceed.)

Summary

The original stipulation to the proposed development of the site located at 14 – 16 St Georges Square was for all prominent trees to be cared for and for potential damage to be restricted and prevented.

Arborist consultants' recommendations were to be strictly adhered too.

The Horse Chestnut is one of the main trees on this site where this ruling applies.

The proposed construction of a relatively 'heavy' wall return in continuity with the recently constructed fence along St Georges Square is to include pier footings to a depth of 1500mm (min) at a distance of between 800 – 900mm from the base of the trunk of the tree to be protected.

Such excavations, so close to the Chestnut, are not conducive to the health and stability of the tree. The proposed works are going to intrude upon and impact the SRZ for the specimen, with the real potential of causing health decline and the catastrophic failure of the tree.

As such the proposed construction of the fence, AND the protection of the tree appear to be in direct conflict.

The best outcome for the Chestnut in this situation is to leave the tree with no disturbance or excavation at all and leave the present more than adequate colorbond fence in place.

If you have any questions regarding this brief report, please do not hesitate to be in contact.

Yours truly,

Frank Rosol

**10.3. DA0031/2023 - 11B-11D Churchill Crescent, Newstead - Visitor
Accommodation - Change of Use of Three Dwellings to Short-Term Accommodation**

FILE NO: DA0031/2023

AUTHOR: Dileep Karna (Town Planner)

GENERAL MANAGER APPROVAL: Dan Ryan (Community and Place Network)

DECISION STATEMENT:

To consider and determine a development application pursuant to the *Land Use Planning and Approvals Act 1993*.

PLANNING APPLICATION INFORMATION:

Applicant:	Woolcott Surveys Pty Ltd
Property:	11B-11D Churchill Crescent, Newstead
Zoning:	General Residential
Receipt Date:	24/01/2023
Validity Date:	25/01/2023
Further Information Request:	27/01/2023
Further Information Received:	06/02/2023
Deemed Approval (extension granted):	24/03/2023
Representations:	Six

RELEVANT LEGISLATION:

Land Use Planning and Approvals Act 1993
Tasmanian Planning Scheme - Launceston Interim

STANDARDS REQUIRING PLANNING DISCRETION:

8.3.2 Visitor Accommodation

PREVIOUS COUNCIL CONSIDERATION:

Council - 14 November 2019 - Agenda Item 8.2 - DA0407/2019 - 11B-11D Churchill Crescent, Newstead - Residential - Construction of Alterations and Additions to the Existing Dwelling. Visitor Accommodation - Construction of Three Studio Units for Use as Visitor Accommodation

DA0185/2021 - 11B-11D Churchill Crescent, Newstead - Residential - Construction of three additional dwellings - Approved under Delegated Authority

RECOMMENDATION:

That, in accordance with sections 51 and 57 of the *Land Use Planning and Approvals Act 1993* and the Tasmanian Planning Scheme - Launceston Interim, a permit be granted for DA0031/2023 - Visitor Accommodation - Change of use of three dwellings to short-term accommodation at 11B-11D Churchill Crescent, Newstead, subject to the following conditions:

1. ENDORSED PLANS AND DOCUMENTS

The use must be carried out in accordance with the endorsed plans to the satisfaction of the Council unless modified by a condition of the Permit:

- a. Strata Title Diagram, Prepared by Philp Lighton Architects, Drawing No. DA01, Revision No. 1, Page No 1, Dated 10/04/2021.
- b. Site Plan, Prepared by Philp Lighton Architects, Drawing No. DA02, Revision No. 2, Page No 2, Dated 9/05/2021.
- c. Floor Plan, Prepared by Philp Lighton Architects, Drawing No. DA03, Revision No. 1, Page No 3, Dated 10/04/2021.

2. LEGAL TITLE

All development and use associated with the proposal must be confined to the legal title of the subject land except construction of access from the street.

3. USE LIMITATION - LANDSLIP HAZARD CODE

The visitor accommodation use is limited to 12 guests at any one time. If more than 12 guests are accommodated within the use, additional permits may be required in accordance with the scheme in effect at the time

4. DIRECTIONAL SIGN

Prior to the commencement of the use, a sign must be provided to the satisfaction of the Manager City Development, to direct visitors to the property. Such signs must be located in the vicinity of the frontage of the subject land and maintained for the duration of the use.

5. HOURS OF CONSTRUCTION

Construction works must only be carried out between the hours of:

7am to 6pm - Monday to Friday

8am to 5pm - Saturday

no works on Sunday or Public Holidays.

6. CAR PARKING

At least one car parking space for each dwelling must be provided on the subject land to service the approved use.

7. AMENITY

Visitor Accommodation - the on-going use on this site must not adversely affect the amenity of the neighbouring properties and the general locality by the emission of noise, artificial light, vibration or any other source of nuisance.

Notes

A. General

This permit was issued based on the proposal documents submitted for DA0031/2023. You should contact the Council with any other use or developments, as they may require the separate approval of the Council. The Council's planning staff can be contacted on 6323 3000.

This permit takes effect after:

- a. The 14 day appeal period expires; or*
- b. Any appeal to the Tasmanian Civil and Administrative Appeal Tribunal (TASCAT) is withdrawn or determined; or*
- c. Any agreement that is required by this permit pursuant to Part V of the Land Use Planning and Approvals Act 1993 is executed; or*
- d. Any other required approvals under this or any other Act are granted.*

The permit lapses after a period of two years if the development or use has not substantially commenced within that period. An extension may be granted subject to the provisions of the Land Use Planning and Approvals Act 1993 as amended, by request to Council.

B. Restrictive Covenants

The granting of this permit takes no account of any covenants applicable to the land. The permit holder and any other interested party, should make their own enquiries as to whether the proposed development is affected, restricted or prohibited by any such covenant.

If the proposal is non-compliant with any restrictive covenants, those restrictive covenants should be removed from the title prior to construction commencing or the owner will carry the liability of potential legal action in the future.

C. Appeal Provisions

A planning appeal may be instituted by lodging a notice of appeal with the Registrar of the Tasmanian Civil and Administrative Tribunal (TASCAT).

A planning appeal may be instituted within 14 days of the date the Corporation serves notice of the decision on the applicant.

For more information see the Tasmanian Civil and Administrative Tribunal (TASCAT) website www.tascat.tas.gov.au <<http://www.tascat.tas.gov.au>>

D. Permit Commencement

If an applicant is the only person with a right of appeal pursuant to section 61 of the Land Use Planning and Approvals Act 1993 and wishes to commence the use or development for which the permit has been granted within that 14 day period, the Council must be so notified in writing. A copy of the Council's Notice to Waive Right of Appeal is attached.

E. Sale of Food and Beverages

If food and/or beverages are to be sold to visitors, including with an inclusive charge for food and accommodation, the Food Act 2003 will apply and the operator must notify the Council prior to operating the food business.

REPORT:

1. THE PROPOSAL

The proposal is for a change of use of 3 newly constructed dwellings from residential to visitor accommodation. The units are located at the rear of the existing single dwelling and no new development works are proposed. Each unit has a gross floor area of approximately 121m² containing two bedrooms, two bathrooms, a kitchen and a living room. In addition, each unit will have approximately 53m² of basement containing a study and a home gym on the lower ground level. Each unit has two allocated parking spaces within the existing carport at the entrance to each unit.

2. LOCATION AND NEIGHBOURHOOD CHARACTER



The subject site is located at 11B-11D Churchill Crescent, Newstead. It is irregular in shape and has a total area of 3,402m². Access to the site is via Churchill Crescent. An original dwelling is located at the front of the site, which is not part of the application, and the units subject to this application are located at the lower rear end of the property.

The site is positioned midway along the street and on the lower side the elevation falls 18m from the street level. The surrounding development and use is predominantly single dwellings.

The site is accessed over a shared concrete crossover, which serves the three units and the existing dwelling.

3. PLANNING SCHEME REQUIREMENTS

The assessment against the Launceston Interim Planning Scheme 2015 is detailed in Attachment 1.

4. REFERRALS

REFERRAL	COMMENTS
INTERNAL	
Infrastructure and Assets Network	Conditions recommended.
Environmental Health	Conditions recommended.
Heritage/Urban Design	N/A
Building and Plumbing	Standard notes recommended for the permit.
EXTERNAL	
TasWater	N/A
State Growth	N/A
TasFire	N/A
Tas Heritage Council	N/A
Crown Land	N/A
TasRail	N/A
EPA	N/A
Aurora	N/A

5. REPRESENTATIONS

Pursuant to section 57 of the *Land Use Planning and Approvals Act 1993*, the application was advertised for a 14 day period from 8 February 2023 to 22 February 2023. Six representations were received. The issues raised are summarised in the following table. Whilst the summary attempts to capture the essence of each issue raised it should be read in conjunction with the representations received which are attached to this report.

Issue 1 It has road safety issues that will be a challenge to drivers and pedestrians who know it well. Unfamiliar drivers in this street will be a danger to themselves and residents.
<i>Response 1</i> <i>No changes are proposed to the access and driveway and the number of vehicle movements to and from the site is compliant with the Planning Scheme requirements.</i>
Issue 2 Road safety concerns relating to limited sight distance and a driveway protruding onto the carriageway.
<i>Response 2</i> <i>The site has recently had the driveway widened to provide safe sight distance to enter and exit the site. This was assessed and approved under a previous development application.</i>
Issue 3 Change of use to short-term visitor accommodation will increase the traffic flow.
<i>Response 3</i> <i>The proposal has been assessed against A1.4 under C3.5.1, which considers traffic generation. The proposed change of use will result in a reduced number of vehicle movements for the subject site, which will be less than 20 vehicle movements per day, an average of 4-5 movements per unit, which is below 40 vehicle movements as set out in table C3.1.</i>

Issue 4 Reducing traffic flow by closing the street to through traffic and marking yellow lines at the most dangerous parts of the street to prevent accidents.
<i>Response 4</i> <i>The access and parking spaces are existing and are considered sufficient for the proposed use.</i>
Issue 5 Overnight stayers getting lost (as they usually do) knocking on doors asking where the Airbnb is located as the address in question is not straightforward.
<i>Response 5</i> <i>This is not a matter considered by the relevant Planning Scheme provisions.</i>
Issue 6 Owners or long-term renters generally are respectful and look out for their neighbours and with that comes a sense of community and commitment to the local area.
<i>Response 6</i> <i>This is not a matter considered by the relevant Planning Scheme provisions.</i>
Issue 7 Does not comply with clause 8.3.2 of the General Residential Zone.
<i>Response 7</i> <i>The proposal has been assessed against P1 under 8.3.2, which demonstrates that the change of use to visitor accommodation is compatible with the character and use of the area and does not cause an unreasonable loss of residential amenity.</i>
Issue 8 Permanent occupants generally have consideration for their neighbour's privacy and overlooking from 2/11C into adjoining properties. This will not be the same for short-term visitors' accommodation.
<i>Response 8</i> <i>The existing units were assessed against 8.4.6, which looks at the privacy for dwellings. As the three units are located at the lower rear of the property and the privacy clause (8.4.6) of the zone has been addressed under DA0185/2021, the proposal meets both acceptable solution and performance criteria. The three units will have access over the existing single crossover via Churchill Crescent and will have separate entry points to the units and separate parking at the front of each unit. The use as short-term accommodation is similar in nature to a residential use and is unlikely to affect the privacy of the adjoining properties.</i>

6. CONCLUSION

Subject to the recommended conditions, it is considered that the proposal complies with the Scheme and it is appropriate to recommend for approval.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

The Tasmanian Planning Scheme - Launceston contains provisions intended to implement the objectives of the Resource Management Planning System. The application has been assessed using these provisions and as such the economic, environmental and social impacts have been considered.

STRATEGIC DOCUMENT REFERENCE:

Land Use Planning and Approvals Act 1993
Tasmanian Planning Scheme - Launceston

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

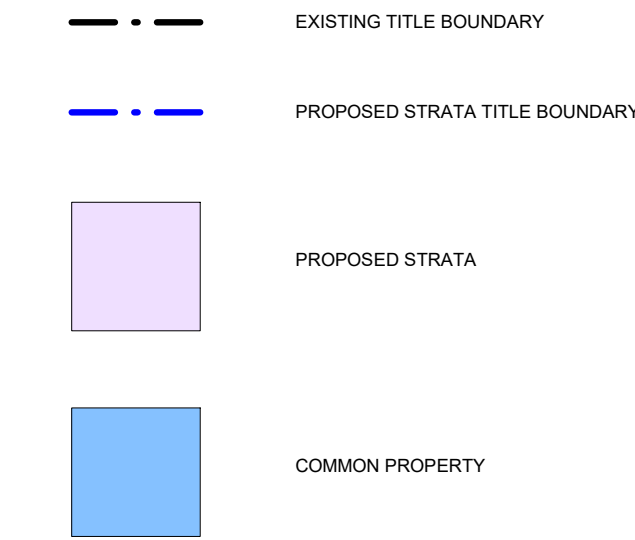
ATTACHMENTS:

1. DA0031/2023 - 11B-11D Churchill Crescent, Newstead - Plans to be Endorsed [10.3.1 - 3 pages]
2. DA0031/2023 - 11B-11D Churchill Crescent, Newstead - Representations [10.3.2 - 14 pages]
3. DA0031/2023 - 11B-11D Churchill Crescent, Newstead - Response to Representations [10.3.3 - 2 pages]
4. DA0031/2023 - 11B-11D Churchill Crescent, Newstead - Planning Scheme Assessment [10.3.4 - 5 pages]

[illegible]

Visitor Accommodation
Use proposed for:
2/11C, 3/11C, 4/11C

Car parking for the visitor accommodation use is contained within the lot boundaries of the respective strata titles. I.e each townhouse has two undercover car parks. Six total. Plus and additional visitor parking bay for the site.



STRATA TITLE LEGEND

1 : 200

PhilpLighton / Architects

65 Tamar Street, Launceston, Tasmania 7250
T +61 (3) 6331 2133 F +61 (3) 6331 1995
launceston@philplighton.com.au
Hobart / **Launceston** / Burnie

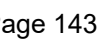
Accredited Designer: Andrew Floyd CC 43 47 D

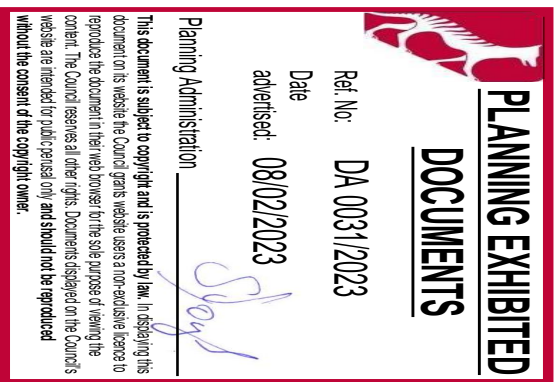
[illegible]

Contractor shall verify all dimensions on site before commencing any work or shop drawings.
© This drawing is copyright and remains the property of Philp Lighton Architects Pty Ltd

Project 11B-11D CHURCHILL CR
NEWSTEAD TASMANIA

Title		STRATA TITLE DIAGRAM			
Issue		DA			
Drawn by		TF	Appr	AF	Project Number
Scale		AS NOTED	Date 30/04/20		
					19.000
Drawing No			DA01		Rev 1





Car parking for the visitor accommodation use is contained within the lot boundaries of the respective strata titles. I.e. each townhouse has two undercover car parks. Six total. Plus an additional visitor parking bay for the site.

Accredited Designer: Andrew Floyd CC 43 47 D

Contractor shall verify all dimensions on site before commencing any work or shop drawings.
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Title		FLOOR PLAN	
Issue		DA	
Drawn by	TF	Appr	AF
Scale AS NOTED		Date 30/04/20	Project Number 19.000
Drawing No		DA03	Rev 1

From: "Jill Macpherson" [REDACTED]
Sent: Mon, 20 Feb 2023 11:46:55 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: Response to Notice of application for a Planning Permit
Attachments: Application DA0031.docx

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Chief Executive Officer

Please find attached the response to DAA no: DA0031/2023 from Jill and Alasdair Macpherson of [REDACTED]. Daytime phone number is [REDACTED]. I have been advised by Catherine Mainsbridge that I do not need to provide the full documents that are referred to as Council will have these on file. However they are available if need be.

Regards

Jill Macpherson

Application DA0031/2023

Location 11B-11D Churchill Crescent Visitor Accommodation.

Notice of application for a Planning Permit

Applicant Woolcott Surveys Pty Ltd

Written Representation **against** Proposal Visitor accommodation- change of use of three dwellings to short term from Jillian and Alasdair Macpherson, [REDACTED]
[REDACTED]

Background

This is the third development proposal from this address in a very short period of time.

We objected to the original proposal for the construction of three small units on the same grounds as in this instance – ***primarily that the street is not fit for this purpose : it has road safety issues that are a challenge to drivers and pedestrians who know it well. Unfamiliar drivers in this street will be a danger to themselves and residents.***

That original development application was approved but did not eventuate as the proposal was altered to the construction of three substantial town houses. This was passed and subsequently these have been completed recently and are rented out. This latest application requests a

change to short term accommodation for these three
substantial cojoined dwellings.

Whereas three bedrooms for casual rental were in the original application we are now faced with at least six.

It is relevant, before considering this proposal, to know the history of this unusual street that sits close to the city centre of Launceston. It is a no thorough fare street and signed as such at the David St entry. Access from Wentworth Street has been blocked for over twenty years based on road safety concerns.

I have included supporting documents that cover the period from 1994 – present of communication between residents and the Launceston City Council that detail the saga of attempting to improve amenity for residents. The costs were always prohibitive given the number of residences.

What hasn't changed is the limitations to improving driver safety identified in correspondence from the Mayor signed Alderman A.C. (Tony Peck) 25/3/ 1994:

le "the topography or level difference from one side of the street to the other;

The road safety concerns relating to limited sight distance and a driveway protruding onto the carriageway;

The awkward junction with Wentworth Street.

In recent times the city has directed its resources at projects that are considered to have a higher priority than Churchill Crescent.”

Traffic standoffs occur on a daily basis. Residents have to be on guard to not back into each other (eg 11a and 11) or a guard rail. However we currently do this with good grace, knowing the difficulties and potential for an accident. The postie and drivers have to be ever vigilant as do pedestrians and dogwalkers. Many use the street as it is an alternative to the fast pace and pollution of High Street and the native plantings (though currently being strangled by weeds) provide a pleasant backdrop and the view to the east is lovely.

Ironically visitors often park on to the footpath thus inhibiting pedestrian access. They are concerned for their vehicles as the carriageway is less than one lane. Often the number of parked cars is chaotic.

Small modifications have been made to the street as detailed in supporting documents eg a footpath with kerb and gutter on the western side, yellow lines to prevent parking on the eastern side where driveway sight lines are obscured – this amounts to almost half the street, parking bays have been added where the road is widest at the Wentworth Street end on the other side of the gate which is supposed to remain closed at all times except for emergency vehicle access.

Currently it isn't as the lock is broken. Instances of cars travelling this route when opportunity provides is increasing. A turning circle (with a steep driveway off it) is provided for residents who can't turn left into their driveways because of parked cars opposite.

When residents agreed to the modest improvements to improve pedestrian access we were told to treat the street as an extension of our driveways! There were too few residents to justify widening the road which would involve extensive retaining walls evident elsewhere in the city.

A further challenge to entering and exiting the street is the access from David Street. At certain times of the day traffic is very dense as drivers queue for the David Street roundabout at the top of this very steep hill or scarier still have to prop on descent near the central line until someone allows them to turn right into Churchill Crescent.

As the remaining residents from the original approach to improve Churchill Crescent we will include documents of communication from residents and Council outlined below. These should be on file at the LCC.

1. 6.3/1994 A group of residents send a letter to Council detailing the poor and unsafe state of the street signed by eleven individuals.
2. 25/3/1994 Office of the Mayor STREETS22025.
Receipt of letter dated March 6 1994 and describing a number of issues that "complicate the reconstruction of

this street.." However the reconstruction to be included in a five year rolling capital works program.

3. Oct 19 1995 Ref no STREETS 22025 LB/CHCR1910

Notification of inclusion in the Technical Services Division's 5 Year Rolling Program. Invitation to meet with The Design Engineer and his Assistant

4. October 1997 Residents letter to Mayor Ald John Lees objecting to yet another deferment to roadworks and signed by 11 residents.

5. 1/2/97 Residents produce a a timeline and background information on letters, meetings and delays or changes 1980 -1997 titled Twenty Years of Neglect.

6. 25/1197 Ref no STREETS 22025 CHRC2511. Doc DN

Letter from Damian Naughton, Roads Manager requesting a meeting with a view to a compromise proposal that would cost much less but make the street safer.

7. 14 October 1998 Ref no STREETS22025

Announcing Churchill Crescent Closure "in the interests of public safety"

Conclusion

Residents have compromised with Council over many years reluctantly accepting that the intractable safety concerns can not be rectified without a large sum of money. Thus these remain today. To grant such a change to short term accommodation when clearly traffic flow would increase, when the pitfalls of the street have been acknowledged over many years, when the cheap and effective strategies to prevent accidents have consistently been to actively reduce traffic flow by closing the street to through traffic and marking yellow lines at the most dangerous parts of the street.

I was very concerned when a council officer told me yellow lines were not on the map she had access to. I trust relevant officers and councillors visit the site and see first hand the situation before making a decision.

From: "Louis Bott" [REDACTED]
Sent: Wed, 22 Feb 2023 10:27:46 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: Fwd: Application no:DA0031/2023 - 11B-11D Churchill Crescent Newstead

You don't often get email from [REDACTED] [Learn why this is important](#)

Subject: Application no:DA0031/2023 - 11B-11D Churchill Crescent Newstead

Dear Sir/Madam,

We are writing in reference to the above mentioned Development Application and in doing so wish to lodge our objection to this proposed change of use of these three dwellings to short-term accommodation.

We have recently relocated from the Northern Rivers area in NSW. The purchase of our Launceston house at [REDACTED] was driven primarily by our desire for a residence that provided us with the privacy that we wished for within an urban environment. At the time of purchase we were aware of the townhouse construction and that they were going to be long-term rental accommodation. There are several factors in our eyes that make Churchill Crescent favourable to our needs in that it is a small, private, dead end street that does not act as a thoroughfare or have to provide access for residents to a large number of properties. It should be noted that the street has been blocked off for over 20 years due to safety concerns.

Whilst we view this street as ideal for our amenity in terms of privacy, as an actual carriageway Churchill Crescent is a very tricky, if not dangerous street to navigate, even when you are familiar with the challenges involved. There are quite specific difficulties that come with driving on a narrow, in most part single lane street and the residents of Churchill Crescent are aware of these difficulties and are careful and courteous in how they use this street. It has been well documented that due to the sizeable expense required to improve the structure and safety of the street the second best option has been to limit the amount of traffic using it.

The change of accommodation style from long term accommodation to short term accommodation is going to introduce a number of issues that will impact the current residents in a most unfavourable manner. Firstly, there will be a substantial increase in the amount of traffic seeking access to the street, this will come in the form of both vehicles owned by the short term users, plus vehicles such as Ubers, taxis and the numerous food delivery services that operate in Launceston. This will

in turn make this little street even more hazardous than what it currently is.

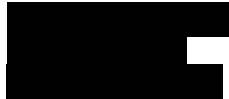
Secondly, there will be a steady stream of overnight stayers getting lost (as they usually do) knocking on doors asking where the AirBnB is located as the address in question is not straightforward. We envisage this impacting very negatively on our privacy and that of the other residents.

Residents, i.e. owners or long term renters generally are respectful and look out for their neighbours and with that comes a sense of community and commitment to the local area. People coming to stay for one or two nights in a place don't have any "skin in the game" as far as the surroundings are concerned and therefore view things differently to those who live there on a full-time basis.

We believe that this development will be disruptive to the amenity that those living in Churchill Crescent currently enjoy, therefore we are recommending that this development application should not be approved.

Yours sincerely,

Anne Cook and Louis Botta



Sent from my iPad

From: "Lisa Davis" [REDACTED]
Sent: Wed, 22 Feb 2023 16:24:29 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Cc: "Darren von Stieglitz" [REDACTED]
Subject: Representation to DA0031/2023
Attachments: 23020221_Representation to DA00312023.pdf

You don't often get email from [REDACTED] [Learn why this is important](#)

Hello,

Please find attached a representation to DA0031/2023 11B - 11D Churchill Crescent.

Regards

Lisa Davis

21/02/2023

City of Launceston Planning

planning.admin@launceston.tas.gov.au

Re: Application DA0031/2023 11B-11D Churchill Crescent

To whom it may concern,

Please see following a representation to the Proposal Visitor accommodation- change of use of three dwellings to short term visitor use.

We note the following:

The proposal is located in -

8.0 General Residential Zone

8.2 Use Table

8.3 Use Standards

8.3.2 Visitor Accommodation

See attachment:

Note :

Objective:

Does not comply with objectives:

- (a) Visitor accommodation is not compatible with the character and use of the area. The existing dwellings in Churchill Crescent are permanent residents consisting of single dwellings apart from the applicant, who has developed the site to have 3 x multiple dwellings and a single dwelling.
- (b) Visitor accommodation will cause further loss of amenity to 11A by having multiple visitors to the dwellings at all times of day and night. 11A is overlooked by windows in the adjacent unit, although complying with the setbacks it is clearly visible to see into the habitable rooms including kitchen / living room, bedroom, and deck, of the adjacent multiple dwelling and vice versa. Its is uncomfortable for both 11A and the occupants of the unit. If the units were to have numerous visitors this would be worsened. Permanent residents generally have consideration for their neighbours. This will not be the case for visitors.



Views from living space.



Views from living space.

- (c) Churchill Crescent is a narrow road that is not a through road. Parking is limited. Access from dwellings is via sloping driveways on both sides. Residents are used to the road and take care in exiting the driveways to avoid collisions with other vehicles exiting properties, vehicles passing on the road, and pedestrians walking past on the road. Most pedestrians walk on the road and not the footpath as the foot path is not continuous and can be overgrown. It is also a safer option than walking along the path.

Acceptable Solutions

A1 (a) NA

(b) The visitor accommodation will be greater than 200m² for the site.

P1 Does not comply with performance Criteria:-

- (a) Will cause loss of privacy to 11A with unknown visitors.
(b) Will cause an increase in noise with unknown visitors changing and having potential parties.
(e). Will have impact on safety of road see above.

A2 The original Development Application has a Strata Title diagram included forming 4 strata lots. This would not comply with A2 Acceptable Solution , or P2 Performance Criteria.

P2 Does not comply with performance Criteria:-

- (a) Impact on privacy of residents with visitors changing, rather than long term occupants.

- (b) Increase in noise due to changing visitors and potential for gatherings, and increased vehicle movements.

We discussed the potential overlooking to our residence with Catherine Mainsbridge during the Development Application for the Unit Development Application 11B-11D Churchill Crescent from [REDACTED]. Catherine stated the option for screening was not required.

We can clearly see the occupants in their living / dining/ bedroom/ and private open space deck areas from [REDACTED] living room and bedroom windows. We believe this to be a considerable loss of amenity to us.

Permanent occupants generally have consideration for their neighbours, this will not be the same for short term visitors' accommodation.

We believe this to be a shortcoming of the Tasmanian Planning Scheme.

The owner has informed us he is "future proofing" his development. Obviously, this attitude applies for the other residents of [REDACTED].

This application is discretionary, which means the planning authority has, at its discretion, the ability to refuse and must only approve if they are certain that the application demonstrates that it meets all elements of the relevant ordinance.

It is requested that before Council considers approving this application, they carry out an independent assessment regarding the impact of change of use on the existing residence at [REDACTED] [REDACTED] to be assured that we will not be impacted by loss of amenity, privacy and noise.

Kind Regards,
Darren von Stieglitz and Lisa Davis

T. Lisa [REDACTED]
[REDACTED]



WOOLCOTT SURVEYS



Our Ref: L220308
X Ref: DA0185/2021
Your Ref: DA00031.2023

Planning Department
Launceston Council
18-28 St John Street
Launceston TAS 7250

By Email: planning.admin@launceston.tas.gov.au

9 March 2023

Dear Planning

RESPONSE TO REPRESENTATIONS MADE TO DA00031.2023

SUBJECT SITE

ADDRESS	PROPERTY ID	TITLE REFERENCE
11C-11D CHURCHILL CRESCENT NEWSTEAD TAS 7250	6592203	233787/1

From the representations made the following general themes have been identified and response made:

Use

The buildings are existing (at the time of application) and so aspects of the building development are not a part of this application. The application made was for the additional use (to residential use) of visitor accommodation, not a change of use.

The representations make assumptions about the behaviour of visitors that are not based on evidence. There is no reason to assume that short term visitors will create more traffic, be noisier, or somehow be a nuisance in a way that long term residents could not be. The application requests approval for the use of each dwelling for visitor accommodation for 4 people (only) (12 people for 3 dwellings in total if all dwellings were occupied for visitor accommodation all at once to maximum capacity).

The built character of the area remains the same as there is no building or works proposed. The dwellings remain approved for residential use with an additional use. This does not promote a dramatic change in character.

Each dwelling has on site parking and a newly developed driveway, mitigating or eliminating the need for on-street parking.

There are limited areas for gathering outdoors, mitigating the occurrence of unwanted noise from people gathering.

The RMS Guide to Traffic Generating Developments¹, the most commonly referred to reference for traffic generation, provides no suggestion that this type of use generates more traffic than normal residential use.

¹ <https://roads-waterways.transport.nsw.gov.au/business-industry/partners-suppliers/documents/guides-manuals/guide-to-generating-traffic-developments.pdf>

LAUNCESTON	ST HELENS	HOBART
10 Goodman Court INVERMAY	48 Cecilia Street ST HELENS	Rear Studio 132 Davey Street
PO Box 593 Mowbray TAS 7248	PO Box 430 St. Helens TAS 7216	Hobart TAS 7000
03 6332 3760	03 6376 1972	6227 7968



WOOLCOTT SURVEYS



EAST COAST
SURVEYING
CONSULTING SURVEYORS
& LAND PLANNERS

Privacy

At the time of application, the buildings are existing and so already approved as dwellings. They were considered appropriate at the time of development in terms of privacy and overlooking.

The close up afforded by a camera view provided in the representation is not considered to be evidence taken under normal circumstances, as it is an *enhanced* view from the neighbouring dwelling. Further, internal blinds have now been installed to the newly built homes.

Road

Numerous and detailed comments are made on the road that is Churchill Crescent. This proposal make no change to the current use of the road, the past circumstances or the way people will use it, including long term residents and visitors. The claims that 'short term' residents of the subject site are at danger, cannot use courtesy on the road and will create some new aspect of danger do not provide evidence to the fact but are based on assumptions. There is no prohibition for taxis, food delivery services and other visitors to the street currently and it appears that measures to affect safety have been actioned, including the road closure and turning circles. While this is a matter for the road authority to decide, the use of the site for visitor accommodation makes no difference to the current road, the public use of it and the future on ongoing behaviour of drivers on a public road.

With regards

Michelle Schleiger
Town Planner
Woolcott Surveys

LAUNCESTON

10 Goodman Court INVERMAY
PO Box 593 Mowbray TAS 7248
03 6332 3760

ST HELENS

48 Cecilia Street ST HELENS
PO Box 430 St. Helens TAS 7216
03 6376 1972

HOBART

Rear Studio 132 Davey Street
Hobart TAS 7000
6227 7968

TITLE: DA0031/2023 - 11B-11D Churchill Crescent, Newstead - Visitor Accommodation - Change of use of three dwellings to short-term accommodation

FILE NO: DA0031/2023

AUTHOR: Dileep Karna (Town Planner)

GENERAL MANAGER: Dan Ryan (Community and Place Network)

ATTACHMENT ONE:

PLANNING APPLICATION INFORMATION:

Applicant:	Woolcott Surveys Pty Ltd
Property:	11B-11D Churchill Crescent, Newstead
Zoning:	General Residential
Receipt Date:	24/01/2023
Validity Date:	25/01/2023
Further Information Request:	27/01/2023
Further Information Received:	06/02/2023
Deemed Approval (extension granted):	24/03/2023
Representations:	6

PLANNING SCHEME REQUIREMENTS

3.1 Zone Purpose

8.0 General Residential Zone

The purpose of the General Residential Zone is:	
8.0.1	To provide for residential use or development that accommodates a range of dwelling types where full infrastructure services are available or can be provided.
8.0.2	To provide for the efficient utilisation of available social, transport and other service infrastructure.
8.0.3	To provide for non-residential use that: (a) primarily serves the local community; and (b) does not cause an unreasonable loss of amenity through scale, intensity, noise, activity outside of business hours, traffic generation and movement, or other off site impacts.
8.0.4	To provide for Visitor Accommodation that is compatible with residential character.
Consistent	
The change of use to visitor accommodation is considered appropriate for the site and it is anticipated it will not adversely affect the surrounding residential amenity, which compiles with the purpose of the zone.	
8.3.2 Visitor Accommodation	
That Visitor Accommodation: (a) is compatible with the character and use of the area;	

(b) does not cause an unreasonable loss of residential amenity; and (c) does not impact the safety and efficiency of local roads or rights of way.
Consistent
The proposed change of use is compatible with the area, does not impact the safety, and the efficiency of local roads or right of way, and will not cause an unreasonable loss of residential amenity.
A1 Visitor Accommodation must: (a) accommodate guests in existing habitable buildings; and (b) have a gross floor area of not more than 200m ² per lot.
Relies on Performance Criteria
The proposed change of use can accommodate guests in an existing habitable building, and the gross floor area for each three units as follows Unit 2/11C - approximately 121sqm Unit 3/11C - approximately 121sqm Unit 4/11C - approximately 121sqm The plans also include an additional 53sqm on the basement level for each unit containing a study and a gym, which has not yet been constructed. The proposed development for change of use for three units has a gross floor area of more than 200sqm, approximately 363sqm. Therefore, the proposed development relies on performance criteria.
P1 Visitor Accommodation must be compatible with the character and use of the area and not cause an unreasonable loss of residential amenity, having regard to: (a) the privacy of adjoining properties; (b) any likely increase in noise to adjoining properties; (c) the scale of the use and its compatibility with the surrounding character and uses within the area; (d) retaining the primary residential function of an area; (e) the impact on the safety and efficiency of the local road network; and (f) any impact on the owners and users rights of way.
Complies
The proposed change of use to visitor accommodation is compatible with the character and use of the area and does not cause an unreasonable loss of residential amenity. The variation has been considered with regard to the above criteria as follows: (a) The proposed change of use will not negatively affect the privacy of the adjoining properties. As the three units are located at the lower rear of the property, and the setbacks and privacy clause (8.4.2 & 8.4.6) of the zone, meet both acceptable solution and performance criteria. Furthermore, the three units will have access over an existing single crossover via Churchill Crescent and will have separate entry points to the units and separate parking at the front of each unit. (b) The change of use to visitor accommodation is similar in nature to a residential use and is therefore considered unlikely to increase the noise above what is currently generated by a residential use. (c) The proposed change of use can accommodate guests in an existing habitable building and has a gross floor area of approximately 121sqm for each unit, with an enclosed balcony with an opening towards the rear. In addition, each unit will have approximately 53sqm of basement containing a study and a gym on the lower ground

level, which has not yet been constructed. The subject site adjoins residential land with single dwellings and is compatible with the surrounding suburban residential character of this developed residential area.
(d) The proposed change of use will be occupied mainly by families, and the site will continue to retain the primarily residential function of the area. Therefore, the surrounding residential character is unlikely to be adversely impacted.
(e) There will be no impact on the safety and efficiency of the local road network, as the subject site can accommodate one onsite visitor parking area for each unit within the existing carport at the front of each unit. A visitor accommodation use generally has a lower car parking requirement as guests usually arrive in one vehicle, which will result in less vehicle movements to and from the site in comparison to a residential use.
(f) The subject site has one dwelling at the front of the property, which will be retained to use as a residential use and the three units at the rear of the property. As the subject site has only one access and will be shared by the owners of the single dwelling and the users of the proposed visitor accommodation for units at the rear. Therefore, the proposed development does not impact the owners or the users of the shared driveway.
Therefore, the proposed development complies with performance criteria.
A2 Visitor Accommodation is not for a strata lot that is part of a strata scheme where another strata lot within that strata scheme is used for a residential use.
Complies
The site contains multiple dwellings and is not part of a strata scheme.
C2.0 Parking and Sustainable Transport Code
The purpose of the Parking and Sustainable Transport Code is:
C2.1.1 To ensure that an appropriate level of parking facilities is provided to service use and development.
C2.1.2 To ensure that cycling, walking and public transport are encouraged as a means of transport in urban areas.
C2.1.3 To ensure that access for pedestrians, vehicles and cyclists is safe and adequate.
C2.1.4 To ensure that parking does not cause an unreasonable loss of amenity to the surrounding area.
C2.1.5 To ensure that parking spaces and accesses meet appropriate standards.
C2.1.6 To provide for parking precincts and pedestrian priority streets.
Consistent
The proposed change of use is consistent with the code purpose by providing sufficient parking area.
C2.5.1 Car parking numbers
That an appropriate level of car parking spaces are provided to meet the needs of the use
Consistent
Complies with acceptable solution.
A1 The number of on-site car parking spaces must be no less than the number specified in Table C2.1, excluding if:
(a) the site is subject to a parking plan for the area adopted by council, in which case parking provision (spaces or cash-in-lieu) must be in accordance with that

<p>plan;</p> <p>(b) the site is contained within a parking precinct plan and subject to Clause C2.7;</p> <p>(c) the site is subject to Clause C2.5.5; or</p> <p>(d) it relates to an intensification of an existing use or development or a change of use where:</p> <p>(i) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is greater than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case no additional on-site car parking is required; or</p> <p>(ii) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is less than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case on-site car parking must be calculated as follows:</p> <p>$N = A + (C - B)$</p> <p>N = Number of on-site car parking spaces required</p> <p>A = Number of existing on-site car parking spaces</p> <p>B = Number of on-site car parking spaces required for the existing use or development specified in Table C2.1</p> <p>C = Number of on-site car parking spaces required for the proposed use or development specified in Table C2.1.</p>
<p>Complies</p> <p>The proposed development is for the change of use of three units to visitor accommodation. Table C2.1 requires one space per self-contained visitor accommodation unit. Therefore, three car parking spaces are required overall. The proposed development can accommodate one car parking space within the existing carports at the front of each unit.</p> <p>Therefore, the proposed development complies with A1.</p>
<p>C2.6.3 Number of accesses for vehicles</p> <p>That:</p> <p>(a) access to land is provided which is safe and efficient for users of the land and all road network users, including but not limited to drivers, passengers, pedestrians and cyclists by minimising the number of vehicle accesses;</p> <p>(b) accesses do not cause an unreasonable loss of amenity of adjoining uses; and</p> <p>(c) the number of accesses minimise impacts on the streetscape.</p>
<p>Consistent</p> <p>Complies with acceptable solution.</p>
<p>A1 The number of accesses provided for each frontage must:</p> <p>(a) be no more than 1; or</p> <p>(b) no more than the existing number of accesses, whichever is the greater.</p>
<p>Complies</p> <p>The proposal does not include any changes to the existing access, and the subject site has one access that has frontage to Churchill Crescent.</p> <p>Therefore, the proposed development satisfies (a).</p>
<p>C3.0 Road and Railway Assets Code</p> <p>The purpose of the Road and Railway Assets Code is:</p> <p>C3.1.1 To protect the safety and efficiency of the road and railway networks; and</p>

C3.1.2 To reduce conflicts between sensitive uses and major roads and the rail network.
Consistent
The proposed development will not have a negative impact on any road or railway network.
C3.5.1 Traffic generation at a vehicle crossing, level crossing or new junction
To minimise any adverse effects on the safety and efficiency of the road or rail network from vehicular traffic generated from the site at an existing or new vehicle crossing or level crossing or new junction.
Consistent
Complies with acceptable solution
A1.4 Vehicular traffic to and from the site, using an existing vehicle crossing or private level crossing, will not increase by more than: (a) the amounts in Table C3.1; or (b) allowed by a licence issued under Part IVA of the <i>Roads and Jetties Act 1935</i> in respect to a limited access road.
Complies
The subject site has four dwellings, which will generate an average of 9 vehicle movements per day for each dwelling via the existing access, which is below 40 vehicle movements per day, as set out in table C3.1. Compared to the existing vehicle movements, the proposed change of use of three units to visitor accommodation will reduce the parking number by one space per visitor accommodation unit and two parking spaces for the existing dwelling. Therefore, the vehicle movement for the subject site will be less than 30 vehicle movements per day, which is below 40-vehicle movements and is considered to meet the acceptable solution.
C15.0 Landslip Hazard Code
The purpose of the Landslip Hazard Code is: C15.1.1 To ensure that a tolerable risk can be achieved and maintained for the type, scale and intensity and intended life of use or development on land within a landslip hazard area.
Consistent
The subject site is located in medium landslip area, visitor accommodation use is considered to be a vulnerable uses where it accommodates more than 12 guests. If more than 12 guests are proposed, the code is applicable. The proposed development, however, will be limited to twelve (12) guests at any one time. Therefore, the proposed change of use will be exempt in accordance with C15.4.1 (a) based on a use limitation condition that limits the number of guests to 12.
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11. ANNOUNCEMENTS BY THE MAYOR

11.1. Mayor's Announcements

FILE NO: SF2375

Thursday 2 March 2023

- Attended Ten Days on the Island: *Dance with the Diemen* at the Princess Theatre

Friday 3 March 2023

- Attended Story Telling Platform launch - Our remarkable, renewable future at Star Theatre (represented by Councillor A J Palmer)

Monday 6 March 2023

- Met with Janie Finley, MP

Wednesday 8 March 2023

- Attended International Women's Day Breakfast at Country Club
- Opened event celebrating International Women's Day at North Launceston Bowls Club
- Met with Jane Bennett, President, City of Gastronomy
- Attended Launceston City Football Club's season launch at Buckby Motors Showroom (represented by Councillor D H McKenzie)

Friday 10 March 2023

- Welcomed Launceston Church Grammar School students to Town Hall for their grade 3 and 4 studies excursion
- Attended the 2023 Tasmanian Honour Roll of Women Induction, Country Club

Sunday 12 March 2023

- Attended Ten Days on the Island: *Multi Story* in the Launceston Library

Wednesday 15 March 2023

- Attended Year 6 Induction Assembly at Waverley Primary School

Friday 17 March 2023

- Participated in the Local Government Association of Tasmania General Meeting, followed by General Management Committee, Launceston
- Attended the opening night of Encore Theatre Company's *Priscilla* at the Princess Theatre

Saturday 18 March 2023

- Attended the opening of the Hinman Room, RSL Launceston
- Attended the 2023 Spirit Super Business Excellence Awards (Represented by Deputy Mayor, Councillor M K Garwood)

Sunday 19 March 2023

- Attended the Tasmanian Robotic Surgery Meeting 2023 (Australian College of Surgeons) at Peppers Silos Hotel
- Officiated at the Harmony Week Launch 2023 in Civic Square (represented by Councillor A E Dawkins)

Monday 20 March 2023

- Hosted the Big Picture School Exhibition launch at the Queen Victoria Art Gallery, Royal Park

Wednesday 22 March 2023

- Attended QVMAG Friends meeting at Queen Victoria Museum and Art Gallery, Inveresk
 - Presented 60th Anniversary commemorative recognition badges at Self Help, Youngtown
 - Attended High Tea with Ken Richards *In Conversation*, Launceston Club
 - Attended the 2023 Bucky SKODA Rally Launceston Launch (represented by Deputy Mayor, Councillor M K Garwood)
-

12. COUNCILLORS' REPORTS

(This item provides an opportunity for Councillors to briefly report on the activities that have been undertaken in their capacity as a representative of the Council. It is not necessary to list social functions that have been attended).

13. QUESTIONS BY COUNCILLORS

13.1. Councillors' Questions on Notice

Local Government (Meeting Procedures) Regulations 2015 - Regulation 30

(A councillor, at least seven days before an ordinary Council Meeting or a Council Committee Meeting, may give written notice to the Chief Executive Officer of a question in respect of which the councillor seeks an answer at that Meeting. An answer to a Question on Notice will be provided in writing).

13.1.1. Councillors' Questions on Notice - Councillor Dr G Razay - Infrastructure at Relbia

FILE NO: SF6381

AUTHOR: Anthea Rooney (Council and Committees Officer)

CHIEF EXECUTIVE OFFICER: Michael Stretton

QUESTIONS AND RESPONSES:

The following question, asked at the Council Meeting on 9 March 2023 by Councillor Dr G Razay, has been answered by Shane Eberhardt (General Manager Infrastructure and Assets Network).

Questions:

1. [With regards to population and traffic growth in Relbia since 2016] has any consideration been given to the provision of safe tracks for walkers and cyclists along Relbia Road, Relbia?

Response:

The proposal for pathways in Relbia has been considered previously, however, the proposal has been considered unfeasible in early investigations.

Relbia is zoned as Rural Living and Agriculture and as such, Relbia Road was only ever designed and constructed to support very low density rural living. Accordingly, the suburb lacks the infrastructure that one would typically expect in an urban built-up environment. In these zones, footpaths are not required to be constructed through the development process and when purchasing these properties prospective purchasers would be aware that this infrastructure is not available.

Economically, it is difficult for the Council to justify retrofitting footpaths into rural environments such as these. The costs associated with the work can be quite high, as significant civil works are often required and land acquisition potentially necessary. Investigations into similar proposals have found that the cost of works can be up to \$1m per kilometer, depending on the scale of works and property acquisition required. The benefits are also only realised by a comparatively small number of residents, with the density of residents in these areas being quite low.

ABS Census data indicates that the suburb of Relbia had a population of 678 in 2016 and 691 in 2021, an increase of just 13 people over five years, averaging 0.38% growth per annum. This is considered to be a low level of growth and does not itself indicate the need for infrastructure upgrades.

A similar request for footpaths was made in the suburb of Windermere, with a report presented to Council as Agenda Item 15.2 on 5 May 2022. This report made similar findings, but noted that whilst presently the project was unfeasible, it did not mean the Council should not take action to improve the provision of footpath facilities in the long term.

At that Meeting, Council endorsed the recommendation that a rural residential road design standard be produced to ensure that future similar developments include the provision of footpaths. This is still an active task that is being developed.

The current City of Launceston Transport Strategy 2020-2040 and Implementation Plan sets priorities for investment in the local transport network.

At this point in time there is no proposed trail investment in the Relbia area but Councillors have the ability to review and revise the Launceston Transport Strategy to shift the priority of investment. The Strategy will be presented to a future Workshop.

13.2. Councillors' Questions Without Notice

Local Government (Meeting Procedures) Regulations 2015 - Regulation 29

(Questions Without Notice, and any answers to those questions, are not required to be recorded in the Minutes of the Meeting).

14. NOTICES OF MOTION

Local Government (Meeting Procedures) Regulations 2015 - Regulation 16(5)

14.1. Notice of Motion - Councillor T G Walker - Paterson Barracks

FILE NO: SF5547

AUTHOR: Anthea Rooney (Council and Committees Officer)

CHIEF EXECUTIVE OFFICER APPROVAL: Michael Stretton

DECISION STATEMENT:

To consider a Notice of Motion submitted by Councillor T G Walker regarding the Paterson Barracks.

RELEVANT LEGISLATION:

Local Government (Meeting Procedures) Regulations 2015 - Regulation 16(5)

RECOMMENDATION:

That the Council:

1. agrees in principle that there is value in retaining the Paterson Barracks for community ownership and public use;
 2. continue liaising with the Department of Defence in relation to the site;
 3. request the CEO to develop a pre-feasibility study assessing the value in preparing a business case for the City of Launceston to activate the site in accordance with the objectives of the City Deal, including assessing opportunities for community groups, events, meeting space, markets and commercial and/or retail use;
 4. within 12 months, make a final decision on whether to develop a business case and prepare a formal proposal to submit to the Department of Defence, seeking a concessional sale of the Paterson Barracks to the City of Launceston;
 5. if it is decided to proceed with a business case and proposal, write to the Defence Department, relevant Minister and any other related parties expressing initial interest in potential ownership of the site on behalf of the Launceston community; and
 6. acknowledge that the Launceston Historical Society, the Tasmanian Family History Society, the Friends of the Launceston Mechanics' Institute and the Royal Australian Artillery Association have all expressed a keen desire in having a permanent presence at the site.
-

REPORT:

There has been active community interest in Paterson Barracks since it was announced in 2017 as part of the Launceston City Deal that Defence Force operations would be re-located to alternative sites freeing up the barracks for CBD activation. There has also been concern that the community's ownership of such a significant part of Launceston's colonial history could be sold to private interests. While various community groups have expressed this interest in maintaining community ownership, the site lends itself to a multitude of possibilities: meeting space, open green space, a 'Salamanca' style outdoor market, retail and hospitality, all while having the potential to accommodate specific groups.

Discussions with the Department of Defence has identified that the divestment of the site will not occur until 2025/26 at the earliest.

The points contained in the Notice of Motion acknowledge the steps that would need to be taken to allow the Department of Defence to consider the option to offer ownership of the site to Launceston Council. Agreeing to this Notice of Motion would be the first step of many for the City of Launceston to secure the site on behalf of the community. If it is deemed feasible, the work to prepare a submission would involve various departments within town hall and strong consultation with the community. While this work would be somewhat onerous, developing a clear timeline for its completion as a part of a pre-feasibility study would minimise this impost.

The potential for this project is clearly dependent upon developing a sound business case, establishing the community need for such a centre, and councillors being prepared to invest in the future activation of our city. I am excited by the possible uses that can be envisaged through community ownership of this historically significant site, and look forward to Launceston Council being in a strong position to make a final decision to pursue the opportunity on behalf of Launceston.

OFFICER COMMENTS:

Michael Stretton (Chief Executive Officer)

The Department of Defence has advised that it intends to continue owning and occupying the subject site until at least 2025/2026. The Department still has a significant amount of work to undertake to develop alternative facilities to accommodate its cadet and reservist activities. Additionally, the Department has advised that it intends to conduct a comprehensive Expression of Interest Process for the future use of the site, when it is ready to divest the site.

Accordingly, there is sufficient time available to explore the future of the subject site.

The proposal to undertake a pre-feasibility study to assess the value in preparing a business case for the City of Launceston to secure the ownership of the site is a sound one and can be accommodated within the Office of the Chief Executive Officer.

Should the pre-feasibility study determine that there is value in progressing to a business case, it will be necessary to allocate funding in order to resource this. This would likely be in the 2024/2025 financial year.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014-2024

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

2. To fairly and equitably discharge our statutory and governance obligations.

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and Chief Executive Officer have no interests to declare in this matter.

ATTACHMENTS:

1. Notice of Motion - Councillor T G Walker - Paterson Barracks [14.1.1 - 2 pages]

CITY OF LAUNCESTON

MEMORANDUM

FILE NO: SF5547 : SF6510 : 23085
TW
DATE: 16 March 2023

TO: Michael Stretton Chief Executive Officer
c.c. Committee Clerks

FROM: Tim Walker Councillor

SUBJECT: Notice of Motion - Paterson Barracks

In accordance with Clause 16 (5) of the *Local Government (Meeting Procedures) Regulations 2015* please accept this Notice of Motion for placement on the agenda of the Meeting of Council to be held on 23 March 2023.

Motion

That the Council:

1. agrees in principle that there is value in retaining the Paterson Barracks for community ownership and public use;
2. continue liaising with the Department of Defence in relation to the site;
3. request the CEO to develop a pre-feasibility study assessing the value in preparing a business case for the City of Launceston to activate the site in accordance with the objectives of the City Deal, including assessing opportunities for community groups, events, meeting space, markets and commercial and/or retail use;
4. within 12 months, make a final decision on whether to develop a business case and prepare a formal proposal to submit to the Department of Defence, seeking a concessional sale of the Paterson Barracks to the City of Launceston;
5. if it is decided to proceed with a business case and proposal, write to the Defence Department, relevant Minister and any other related parties expressing initial interest in potential ownership of the site on behalf of the Launceston community; and
6. acknowledge that the Launceston Historical Society, the Tasmanian Family History Society, the Friends of the Launceston Mechanics' Institute and the Royal Australian Artillery Association have all expressed a keen desire in having a permanent presence at the site.

Background

There has been active community interest in Paterson Barracks since it was announced in 2017 as part of the Launceston City Deal that Defence Force operations would be re-located to alternative sites freeing up the barracks for CBD activation. There has also been concern that the community's ownership of such a significant part of Launceston's colonial history could be sold to private interests. While various community groups have expressed this interest in maintaining

CITY OF LAUNCESTON

MEMORANDUM

community ownership, the site lends itself to a multitude of possibilities: meeting space, open green space, a 'Salamanca' style outdoor market, retail and hospitality, all while having the potential to accommodate specific groups.

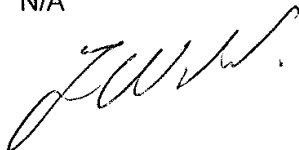
Discussions with the Department of Defence has identified that the divestment of the site will not occur until 2025/26 at the earliest.

The points contained in the Notice of Motion acknowledge the steps that would need to be taken to allow the Department of Defence to consider the option to offer ownership of the site to Launceston Council. Agreeing to this Notice of Motion would be the first step of many for the City of Launceston to secure the site on behalf of the community. If it is deemed feasible, the work to prepare a submission would involve various departments within town hall and strong consultation with the community. While this work would be somewhat onerous, developing a clear timeline for its completion as a part of a prefeasibility study would minimise this impost.

The potential for this project is clearly dependent upon developing a sound business case, establishing the community need for such a centre, and councillors being prepared to invest in the future activation of our city. I am excited by the possible uses that can be envisaged through community ownership of this historically significant site, and look forward to Launceston Council being in a strong position to make a final decision to pursue the opportunity on behalf of Launceston.

Attachments

N/A



Councillor Tim Walker

15. COMMITTEE REPORTS

15.1. Tender Review Committee Meeting - 9 March 2023

FILE NO: SF0100/CD.051/2022

AUTHOR: Anthea Rooney (Council and Committees Officer)

GENERAL MANAGER APPROVAL: Louise Foster (Organisational Services Network)

DECISION STATEMENT:

To receive a report from the Tender Review Committee.

RECOMMENDATION:

That Council notes the decision of the Tender Review Committee, subject to the change to the State Government Grand Deed, the tender submitted by Darcon Construction Pty Ltd for Birch Avenue Changeroom Building Construction, Contract No: CD.051/2022 be accepted for \$1,391,426.11 (exclusive of GST).

REPORT:

The Tender Review Committee Meeting, held on 9 March 2023, determined the following:

That, subject to the change to the State Government Grand Deed, the tender submitted by Darcon Construction Pty Ltd for Birch Avenue Changeroom Building Construction, Contract No: CD.051/2022 for \$1,391,426.11 (exclusive of GST) be accepted.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014-2024

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

3. To ensure decisions are made on the basis of accurate and relevant information.
 5. To maintain a financially sustainable organisation.
-

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

Nil

16. COMMUNITY AND PLACE NETWORK

16.1. Thylacine Statue Relocation

FILE NO: SF0325

AUTHOR: Marcus Grantham (Team Leader Place Making)

GENERAL MANAGER APPROVAL: Dan Ryan (Community and Place Network)

DECISION STATEMENT:

To consider the relocation of the Brisbane Street Mall thylacine sculptures to Civic Square.

PREVIOUS COUNCIL CONSIDERATION:

Workshop - 16 February 2023 - Thylacine Sculpture Relocation

RECOMMENDATION:

That Council approves the relocation of the Brisbane Street Mall thylacine sculptures to Civic Square.

REPORT:

In 2018, as part of the City Heart Stage 1 works, the Brisbane Street Mall (BSM) was redeveloped to deliver an interactive and engaging space which included high quality paving, greenery, built-in services for events and sculptural art features.

During this process, the City of Launceston commissioned ten thylacine sculptures for placement in the BSM, initially intended as children's play items. During design, it was identified that the size of the sculptures may introduce a fall risk for young children and the sculptures were downsized accordingly. These were then positioned as both solitary pieces and in groups. Due to the smaller size of the thylacines, since installation there have been several reported instances of people tripping over the sculptures, some of whom have required medical treatment as a result of the incident. These incidents have also resulted in some damage to the sculptures.

As 70% of reported trips and falls were related to the solitary sculptures, these were removed. Whilst this change has reduced the frequency of trips and falls in general, incidents continue to occur with the remaining sculptures.

The Council's Officers have sought to address this issue and recommend that the thylacine sculptures be moved to a new location.

THYLACINE RELOCATION:

In review of the sculpture relocation options, three key evaluation criteria were identified:

1. maximising public visibility, amenity and space activation;
2. ability to utilise or develop raised landscape/infrastructure; and
3. timeliness and cost-effectiveness for install.

The Council's Officers considered various appropriate locations to meet these criteria and the following potential locations were reviewed:

1. Civic Square (*see example locations in Attachments 1 and 2*);
2. Quadrant Mall;
3. QVMAG - both Museum and Art Gallery;
4. City Park;
5. Royal Park; and
6. Princes Square.

Following the reviews, Civic Square was been identified as the proposed location for installation, as it excels in the following areas:

- public visibility and amenity;
- space is highly utilised by children and families;
- sufficient capacity to place all sculptures across the space;
- close proximity to the police station and CCTV to manage the risk of vandalism; and
- existing raised infrastructure and accordingly;
 - if necessary, sculptures can be easily removed without the need to re-purpose infrastructure.
 - minimal relocation expenditure when compared with other locations.

The artist responsible for the design of the thylacine sculptures, Dan Kershaw, has been engaged through this process and is supportive of the proposed location. He has also offered his assistance in the final placement to ensure that this stays true to the initial creative design of each group of thylacines.

In addition, it is suggested that play features such as wayfinding games which encourage the public to *search for the thylacines* be included as part of the relocation to strengthen Civic Square's status as a modern, artistic and family-friendly space. The City of Launceston also seeks to work with the Libraries Tasmania (which adjoins Civic Square) to see if further enhancement and engagement opportunities can be promoted to relay the story of the thylacines within the community.

A full safety risk assessment would also be undertaken prior to the relocation of the thylacines to Civic Square.

URBAN GREENING:

Over recent times there has been a desire to introduce further greenery into the BSM as part of City of Launceston's Urban Greening Strategy. While the original plants within the BSM have now grown significantly and the plants within the green arbor structure are much further established, the potential relocation of the thylacines does create an opportunity for the inclusion of additional greenery.

Given the use of the BSM as an important and flexible activation space for the City, it was identified that the introduction of any new greenery should have the capacity to be portable to enable relocation as/if required.

It is proposed that two *Urban Canopee* planters are positioned into the areas within the BSM that are vacated by the thylacines. These planters incorporate internal reservoirs and can be moved with a forklift, allowing for the scope to relocate as required to support event facilitation. Each *Urban Canopee* site will require a footing (estimated dimensions 1.5m x 1.5m x 0.25m) for wind-loading purposes.

It is intended that the *Urban Canopees* will be planted out at the City of Launceston's nursery and positioned on site once the plants are established. It is expected it will take approximately six months to establish the greenery on the *Urban Canopees* before moving them into place. There is an opportunity to incorporate fairy lighting into the *Urban Canopees* with the scope to incorporate this feature to be considered pending the determination of the appropriate plant type and its successful establishment.

A strategy to further encourage activation of the BSM event space is also currently under development.

RISK IMPLICATIONS:

Due to the similar nature of the artwork within Civic Square, there is an identified risk regarding the moral rights of artists located within this space. This risk has been reviewed internally and mitigating factors such as appropriate artist attribution will apply. Should the thylacine sculptures not be relocated to raised infrastructure, incidents of tripping will continue to occur.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 5: We serve and care for our community by providing equitable and efficient services that reflects needs and expectations of our community.

10-Year Goal: To offer access to services and spaces for all community members and to work in partnership with stakeholders to address the needs of vulnerable communities.

Focus Areas:

1. To plan for and provide services and facilities that recognises the changing demographics and needs of our community.

BUDGET AND FINANCIAL IMPLICATIONS:

The budget adjustment consideration of this item has been approved by the General Manager Organisational Services Network. Budget allocation has been approved for relocation and infrastructure works.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

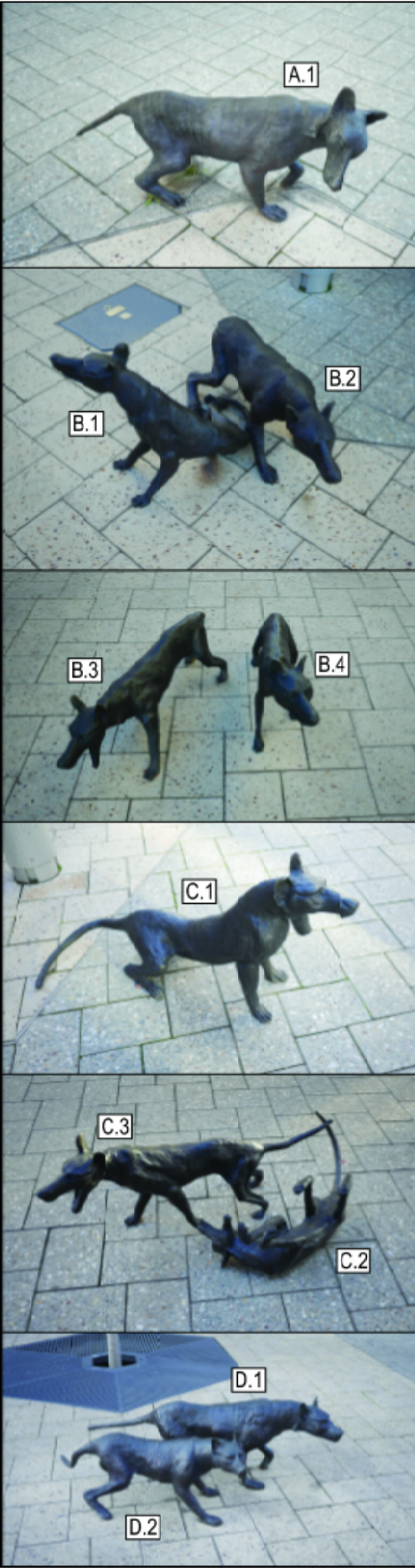
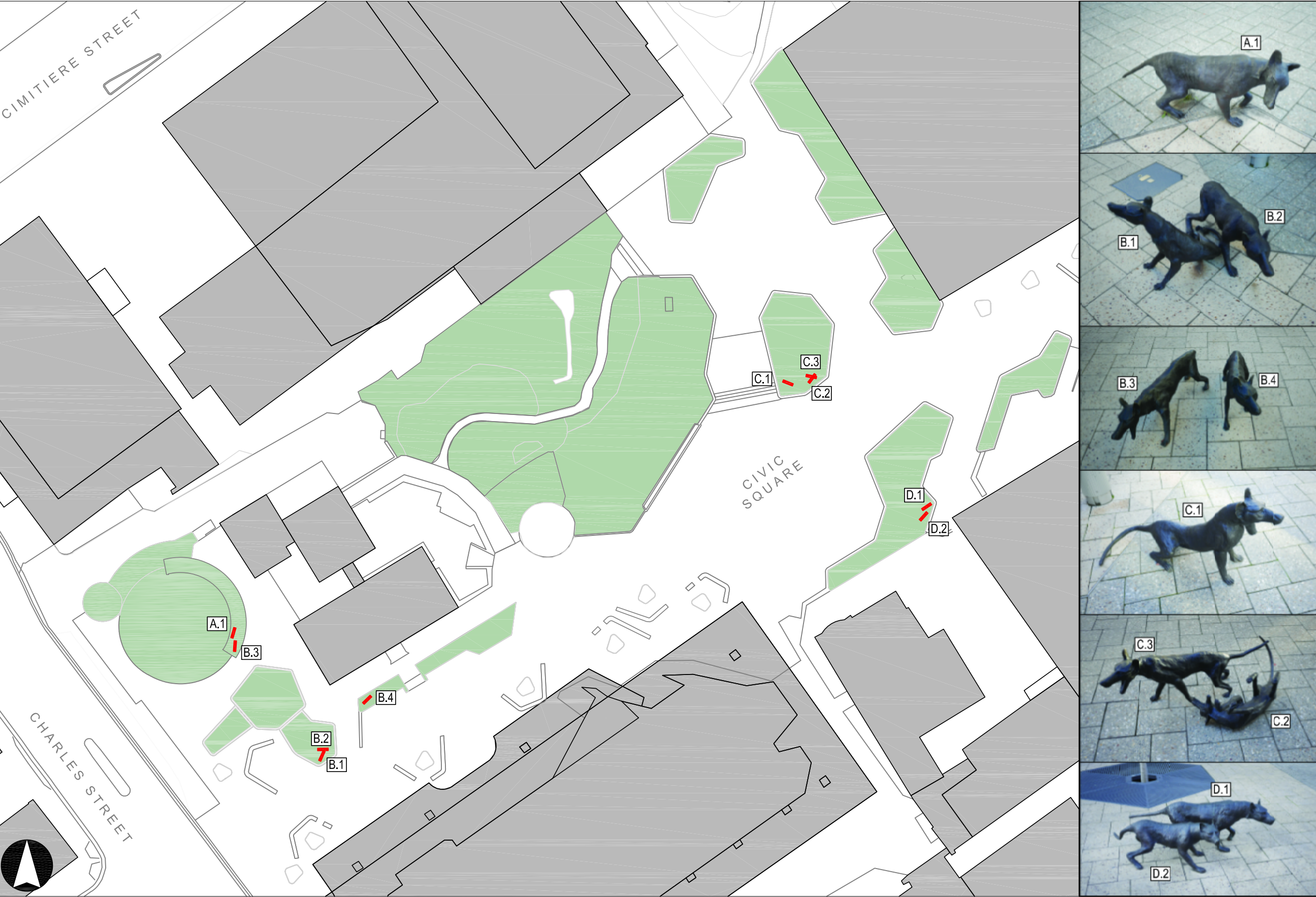
ATTACHMENTS:

1. Proposed Location Civic Square [**16.1.1** - 2 pages]
2. Artist's Impression [**16.1.2** - 1 page]

PROPOSED LOCATION - CIVIC SQUARE



Thylacines Concept 1: Civic Square
1:400 @ A3





17. INFRASTRUCTURE AND ASSETS NETWORK

17.1. Launceston Speed Limit Review

FILE NO: SF7185

AUTHOR: Nick Browne (Manager Infrastructure and Engineering)

GENERAL MANAGER APPROVAL: Shane Eberhardt (Infrastructure and Assets Network)

DECISION STATEMENT:

To consider the Launceston Speed Limit Review recommendations.

RELEVANT LEGISLATION:

Local Government (Highways) Act 1982

Traffic Act 1925

PREVIOUS COUNCIL CONSIDERATION:

Council - 23 September 2013 - Agenda Item 17.1 - Traffic Safety and Vulnerable Road User Schemes

Council - 11 May 2015 - Agenda Item 18.1 - Launceston Speed Limit Review

Council - 4 November 2021- Agenda Item 18.1 - Strategic Transport Plans

Workshop - 19 January 2023 - Launceston Speed Limit Review

RECOMMENDATION:

That Council:

1. endorses proceeding to community consultation on the Launceston Speed Limit Review recommendations.
 2. at a future meeting, considers the outcomes of the community consultation to determine support or otherwise for the Launceston Speed Limit Review recommendations.
-

REPORT:

Background

The Launceston Transport Strategy (the Strategy) is supported by three key themes: a Liveable Launceston, a Healthy Launceston and a Connected Launceston.

The Healthy Launceston theme targets reducing road casualties within the municipality. The Strategy notes that currently, a disproportionate number of incidences occur within the CBD where the interaction between vulnerable users and vehicles is at its highest and notes a target to reduce accidents for pedestrians in high-amenity areas. The Strategy also reaffirms the City of Launceston's continued support for the *Towards Zero* Tasmanian Road Safety Strategy.

The Liveable Launceston theme targets improvements to vibrant places and recognises the value that lower speed limits can have in supporting vibrant places through improved pedestrian safety and an enhanced visiting experience.

To begin addressing these issues, the Strategy includes an initiative to conduct (and implement the outcomes of) a speed limit review in Launceston's CBD and key activity areas. This review has now been completed by Council's Roads and Traffic Team. The review focused on areas of greatest risk to vulnerable users, such as shopping precincts where there is a large exposure of pedestrians and higher speed arterial roads where the consequences are greatest.

Review Outcomes

The review was undertaken using the methodology and guidance outlined in the *Tasmanian Speed Zoning Guidelines*. This included using crash history data from Tasmania Police crash reports, extracted from the Department of State Growth's Crash Database. Traffic volumes were also considered and crash rates based on road length and traffic volumes were produced to allow comparison across the road network.

The review also considered other important aspects such as the function of the road, the type and level of development adjacent to the road and the level of roadside activity, including accesses and side roads.

The review found that the CBD as well as the Kings Meadows, Mowbray and Newstead shopping precincts be considered high-activity areas, and recommended a reduced speed limit:

- **Launceston CBD**
 - All roads inside the boundaries of Wellington, Cimitiere, Tamar and York Streets
 - Current Speed Limit: 50km/h
 - Proposed Speed Limit: 40km/h
 - Current 85th Percentile Speed: 40km/h
 - Number of Injury Crashes (2018 - 2022): 56
 - Crash Rate (per million vehicle kilometers): 2.57
- **Kings Meadows Shopping Precinct**
 - Hobart Road between Riseley Street and Opossum Road
 - Current Speed Limit: 50km/h
 - Proposed Speed Limit: 40km/h
 - Current 85th Percentile Speed: 44km/h
 - Number of Injury Crashes (2018 - 2022): 15
 - Crash Rate (per million vehicle kilometers): 1.01

- Mowbray Shopping Precinct
 - Invermay Road between Vermont Road and Haig Street
 - Current Speed Limit: 50km/h
 - Proposed Speed Limit: 40km/h
 - Current 85th Percentile Speed: 42 km/h
 - Number of Injury Crashes (2018 - 2022): 13
 - Crash Rate (per million vehicle kilometers): 1.19
- Newstead Shopping Precinct
 - Intersection of Elphin, Penquite and Hoblers Bridge Roads
 - Current Speed Limit: 60km/h
 - Proposed Speed Limit: 50km/h
 - Current 85th Percentile Speed: 49km/h
 - Number of Injury Crashes (2018 - 2022): 8
 - Crash Rate (per million vehicle kilometers): 0.67

The review then considered the arterial roads within Launceston that currently have a higher urban speed limit of 60km/h. There are 20 such roads in Launceston, four of which are recommended for a speed limit reduction to 50km/h:

- Bathurst Street
 - Frankland Street to Brisbane Street
 - Current 85th Percentile Speed: 45km/h
 - Number of Injury Crashes (2018 - 2022): 40
 - Crash Rate (per million vehicle kilometers): 0.50
- Wellington Street
 - Cameron Street to Frankland Street
 - Current 85th Percentile Speed: 50km/h
 - Number of Injury Crashes (2018 - 2022): 43
 - Crash Rate (per million vehicle kilometers): 0.58
- High Street
 - David Street to Arthur Street
 - Current 85th Percentile Speed: 52km/h
 - Number of Injury Crashes (2018 - 2022): 21
 - Crash Rate (per million vehicle kilometers): 0.41
- Invermay Road
 - Forster Street to Vermont Road
 - Current 85th Percentile Speed: 55km/h
 - Number of Injury Crashes (2018 - 2022): 17
 - Crash Rate (per million vehicle kilometers): 0.33

These changes are considered to have minimal impact on the travel times of those using the roads. In many cases, the proposed speed limit aligns with the speed that most traffic is already travelling. Where it does not, the change will only introduce delays in the order of seconds.

However, this can still have a significant impact on road safety. For instance, the chance of survival for a young adult hit by a car at 50km/h is only 10%. If the travel speed is reduced to 40km/h this increases to a 60% chance of survival. At reduced speeds, vehicles are also able to stop in a shorter distance, reducing the probability of a collision occurring in the first place, with a reduction from 60km/h to 50km/h shaving around 20m from the required stopping distance.

It is considered that these recommendations would align the speed limits with the *Tasmanian Speed Zoning Guidelines*. Discussions with the Department of State Growth and Tasmania Police have also indicated their support for the recommendations.

Pathway to Implementation

The Launceston Transport Strategy recognises the value of engaging with the community and road user groups in developing our road safety improvement programs. Accordingly, it is proposed that the next stage of the review is to engage with the community on the review's recommendations. This feedback can then be considered by Council alongside the review's findings in a future Meeting to determine support for the recommendations to be implemented.

In Tasmania, authority for speed limit changes sits with the State Government's Transport Commissioner. Once support from Council is reached, the City of Launceston will apply for approval to implement the recommended changes.

RISK IMPLICATIONS:

The Launceston Speed Limit Review includes recommendations that are considered to reduce risks associated with public safety.

The community have an expectation that speed limits are set appropriately, not doing so does carry some reputational risk.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

1. To provide for the health, safety, and welfare of the community.

Strategic Priority 4: We value our City's unique identity by celebrating our special heritage and culture and building on our competitive advantages to be a place where people choose to live, work and visit.

10-Year Goal: To sustain and promote Launceston as a unique place to live, work, learn and play.

Focus Areas:

4. To support the central business district (CBD) and commercial areas as activity places during day and night.

Strategic Priority 7: We are a City planning for our future by ensuring our approach to strategic land-use, development and infrastructure is coordinated, progressive and sustainable.

10-Year Goal: To facilitate appropriate development via integrated land-use planning, infrastructure investment and transport solutions within our municipality and region.

Focus Areas:

3. To improve and maintain accessibility, transport options and infrastructure within the Launceston area, including its rural areas.

BUDGET AND FINANCIAL IMPLICATIONS:

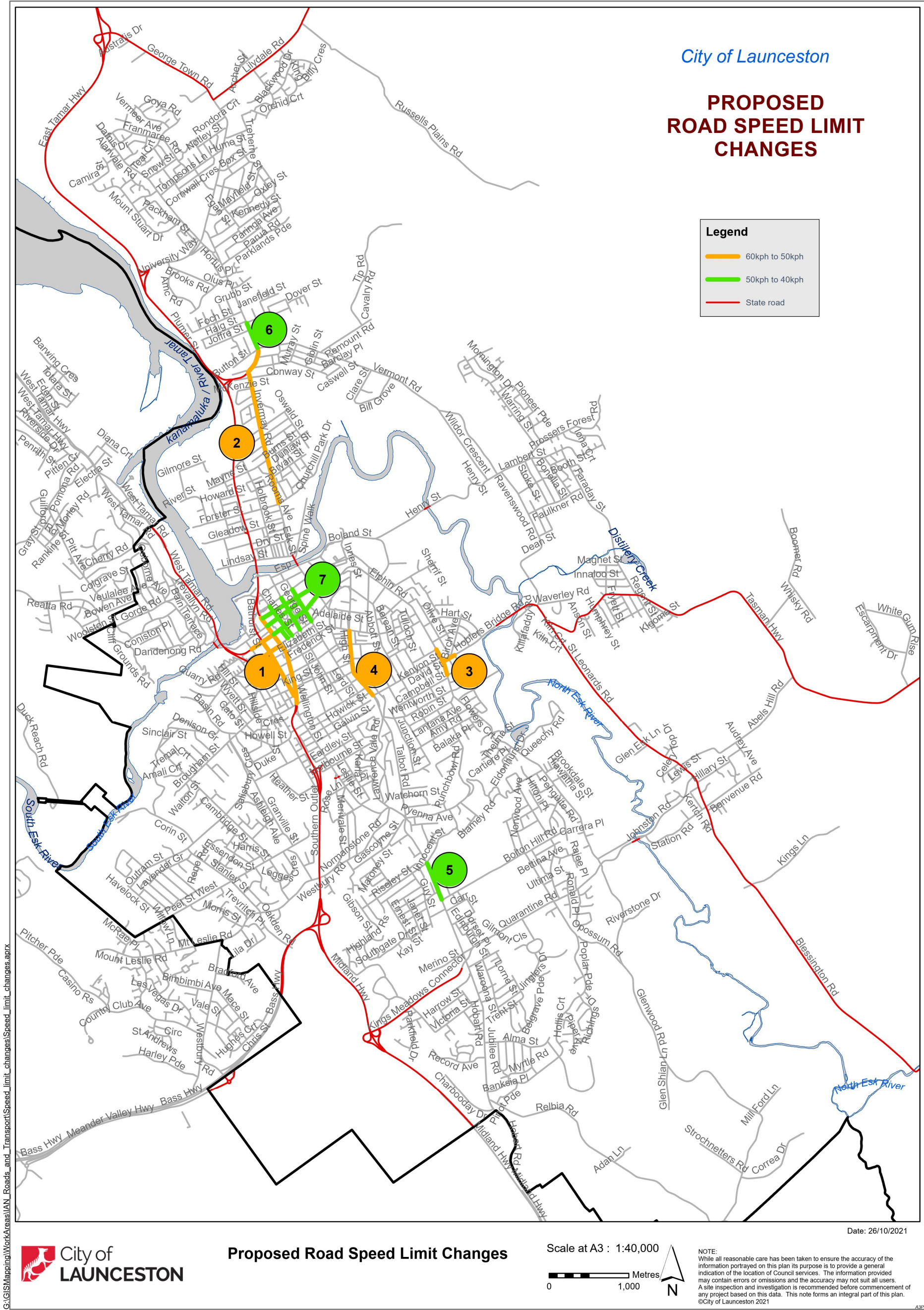
Not considered relevant to this report.

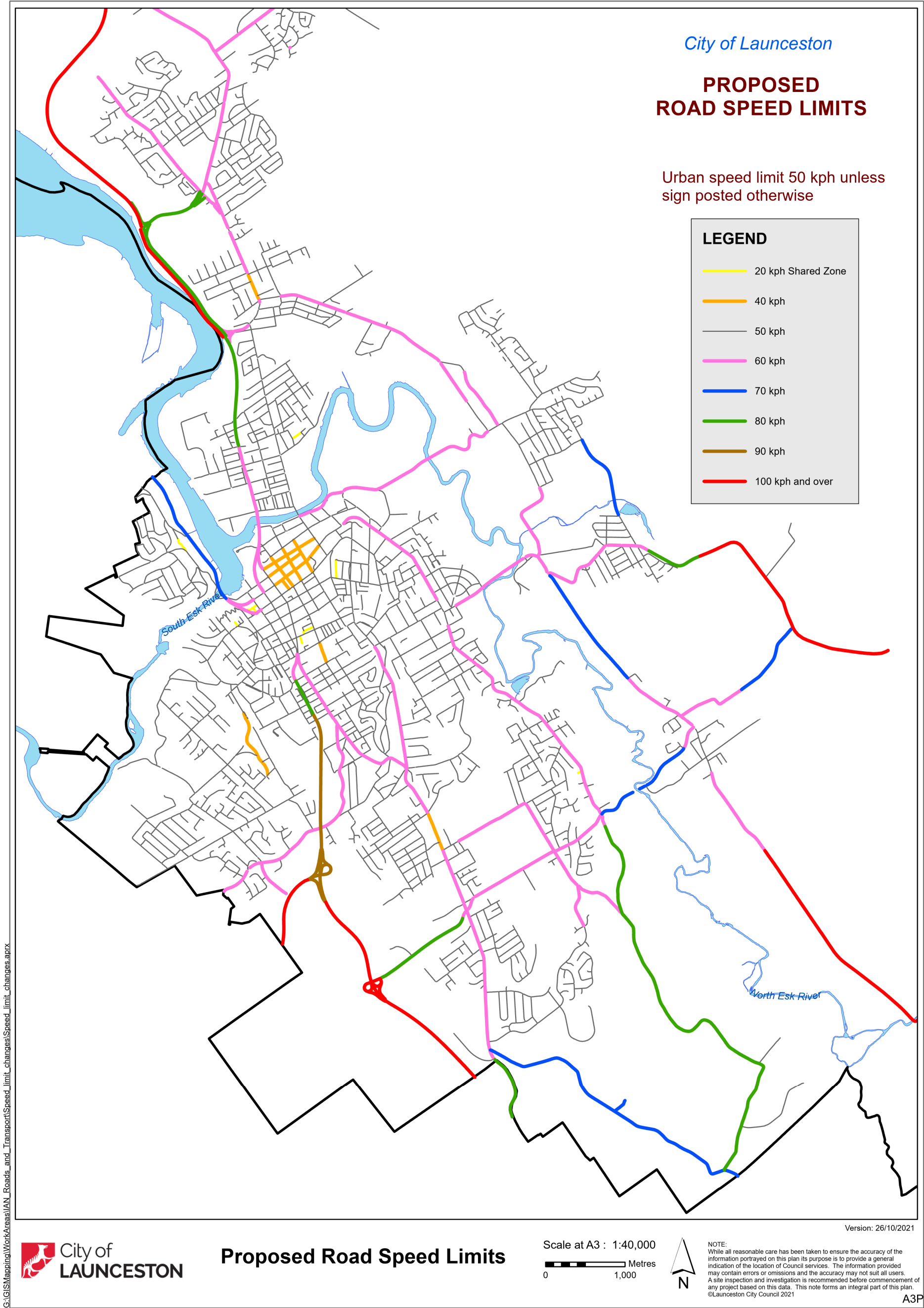
DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

1. Recommended Speed Limit Changes (Map) [17.1.1 - 1 page]
2. Launceston Urban Speed Limits Overview as Proposed (Map) [17.1.2 - 1 page]





18. ORGANISATIONAL SERVICES NETWORK

18.1. Lease - City Park Cottage

FILE NO: SF0833/SF2337

AUTHOR: Michelle Grey (Lease and Licensing Officer)

GENERAL MANAGER APPROVAL: Louise Foster (Organisational Services Network)

DECISION STATEMENT:

To consider leasing an area of land situated at 45-51 Tamar Street, Launceston to the Launceston Community FM Group Inc., known as City Park Radio.

This decision requires an absolute majority of Council.

RELEVANT LEGISLATION:

Local Government Act 1993 (Tas)

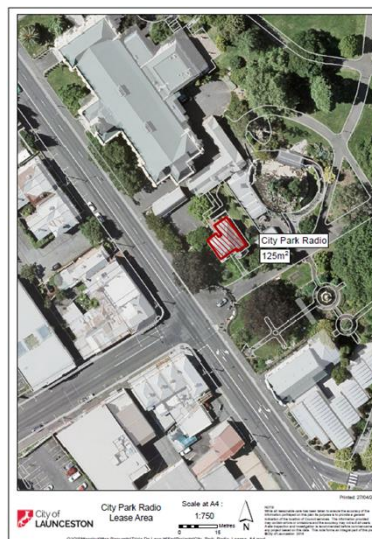
PREVIOUS COUNCIL CONSIDERATION:

Council - 21 May 2018 - Agenda Item Number 18.2 - Lease - City Park Cottage

RECOMMENDATION:

That Council, by absolute majority, pursuant to section 179 of the *Local Government Act 1993 (Tas)*:

1. agrees to lease part of 45-51 Tamar Street, Launceston (CT 50902/1) known as City Park Cottage, to the Launceston Community FM Group Inc. and known as City Park Radio, as indicated by red hatch on the plan below, for the purposes of a community radio station.



2. authorises the Chief Executive Officer to enter into a formal lease under the following terms:
 - a term of five years commencing on 1 May 2023 or as determined by the Chief Executive Officer.
 - the lease amount shall be 182 fee units per year being \$309.40 in 2022/2023 (as per the Lease and Licence Policy);
 - tenant to be responsible for:
 - energy costs;
 - volumetric and connection charges for water;
 - contents insurance; and
 - other service charges if any.
 - tenant shall continuously:
 - clean building in good and reasonable order;
 - keep clear all noxious growth from premises; and
 - hold public liability insurance of at least \$20 million.
 - the exact dimensions of land to be leased and all remaining terms to be determined by the Chief Executive Officer.
3. authorises the Chief Executive Officer to exercise any right, option or discretion exercisable by the Council under the lease.
4. notes, for the avoidance of doubt, Chief Executive Officer is a term of reference for the General Manager as appointed by Council pursuant to section 61 of the *Local Government Act 1993* (Tas).

REPORT:

City Park Radio is a not-for-profit community radio station owned and operated by the members of the Launceston Community FM Group Inc. The radio station is run entirely by volunteers who not only present the radio programs but clean and maintain the cottage. The radio station survives solely on business sponsorship, memberships and some government grants.

Launceston Community FM Group Inc. has been operating from City Park Cottage since 1988. The group broadcasts a diverse range of locally and nationally produced programs, both music and spoken word. Spoken word topics include the environment, book reviews, women's issues, job and training awareness and general community announcements.

In 2018 Council granted Launceston Community FM Group Inc. a five year lease at nominal rent. The group currently pays \$1 per annum in rent and the current lease is due to expire on 30 April 2023.

Launceston Community FM Group Inc. seeks a new five year lease under terms and conditions consistent with the current lease. The new lease, that tenants were advised of in 2021/2022, will be a community lease consistent with the Council's Lease and Licencing Policy whereby users pay rent of 182 fee units per annum, in order to cover administrative costs. The fee unit is set pursuant to the *Fee Units Act 1997* and increases with CPI each financial year.

Section 179 of the *Local Government Act 1993* (Tas) provides that Council may lease public land for a period not exceeding five years, without the need for public advertisement.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

City Park Radio is a community radio station based in Launceston and broadcasting on both 103.7 and 96.5FM. The station is highly valued by the local community for its diverse range of programs and entertainment.

City Park Radio is a place for the community to come together and learn valuable skills and make good friends through taking part in radio production.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

2. To fairly and equitably discharge our statutory and governance obligations.
3. To ensure decisions are made on the basis of accurate and relevant information.

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

Nil

18.2. 2022/2023 Budget - Budget Amendments

FILE NO: SF7463/SF6939

AUTHOR: Nathan Williams (Manager Finance)

GENERAL MANAGER APPROVAL: Louise Foster (Organisational Services Network)

DECISION STATEMENT:

For Council to:

1. consider changes to the Council's 2022/2023 Statutory Estimates.

A decision for Recommendation 1. requires an absolute majority of Council in accordance with section 82(4) of the Local Government Act 1993 (Tas).

2. consider adjustments made during 1 February to 28 February 2023 by the Chief Executive Officer to the 2022/2023 Budget.

RELEVANT LEGISLATION:

Local Government Act 1993 (Tas)

RECOMMENDATION:

That Council:

1. pursuant to section 82(4) of the *Local Government Act 1993* (Tas) and by an absolute majority, approves the following changes to the 2022/2023 Statutory Estimates:
 - (a) Expenses
 - i. the net increase in operations expenditure of \$218,840.
 - (b) Capital Works Expenditure
 - i. the decrease in the Council's funded expenditure of \$218,840.
 2. notes that amendments from Recommendation 1. result in:
 - (a) the operating surplus being amended to \$15,063,675 (including capital grants of \$23,732,793) for 2022/2023.
 - (b) the capital budget being decreased to \$37,384,775 for 2022/2023.
 3. pursuant to section 82(7) of the *Local Government Act 1993* (Tas), receives the Chief Executive Officer's report on adjustments to the 2022/2023 budget for the period 1 February to 28 February 2023.
-

REPORT:

1. Budget Amendments

The budget amendments are changes to the Statutory Estimates which require a Council decision. The changes relate to external grant revenue and transfers between Operations and Capital projects.

	Operations \$'000	Capital \$'000
Statutory Budget as 01/07/2022	(4,931)	16,737
Adjustments Approved by Council to 31/01/2023	20,214	20,867
Balance Previously Advised as at 31/01/2023	15,283	37,604
<u>Amendments</u>		
Additional Council Funds	0	0
Capital to Operations	(270)	(270)
Operations to Capital	51	51
Operations	0	0
External Funds	0	0
External Funds Not Received	0	0
Statutory Budget as at 28/02/2023	15,064	37,385
Deduct Capital Grants and Contributions	(23,733)	
Underlying Operating Budget Surplus/(Deficit)	(8,669)	

The table summarises all other Budget Agenda Items and includes reconciliations of the budgeted operating result and capital expenditure.

Details of the amendments are as follows:

1(a) The following items need to be reallocated from Capital to Operations:

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
CP24419	NTCA Scoreboard	\$10,000	\$10,000	\$0	\$0
OP25034	Parks Transfers from Capital	\$0	\$0	\$10,000	\$10,000
	TOTALS	\$10,000	\$10,000	\$10,000	\$10,000

The project scope of works:

The City of Launceston has contributed financially towards the construction of a scoreboard at the Northern Tasmania Cricket Association (NTCA) ground. The asset was constructed and will be owned by the NTCA. The NTCA will be responsible for all ongoing maintenance and operational needs of the scoreboard, including its replacement.

Ownership at the time of project creation was unsure and therefore, the project was created as a capital project. As the City of Launceston will not own, maintain or replace the scoreboard, the contribution made by the City of Launceston is operational in nature.

The City of Launceston retains ownership of the building, on which the scoreboard is mounted.

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
CP24427	Transport - Other Asset Renewal	\$260,000	\$260,000	\$0	\$0
OP22523	Infrastructure and Engineering - Road Asset Management	\$375,165	\$0	\$260,000	\$635,165
	TOTALS	\$635,165	\$260,000	\$260,000	\$635,165

The project scope of works:

As a result of a recent AusSpan bridge condition inspection it has been identified that there is maintenance work to be undertaken.

Contractors' costs are higher than they have ever been due to the unprecedented demand for suitably qualified specialist civil contractors in Tasmania as a result of the recent flooding events State wide. Material costs have also increased dramatically.

The City of Launceston has also engaged Infrastructure Management Group (IMG) to carry out road condition assessments and to collect accurate data for its retaining walls, thus requiring additional funding for operational budgets.

Capital to Operations	Operations	Capital
NTCA Scoreboard	\$10,000	(\$10,000)
Transport - Other Asset Renewal	\$260,000	(\$260,000)
TOTAL	\$270,000	(\$270,000)

1(b) The following items need to be reallocated from Operations to Capital:

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
OP22255	Town Hall and Annexe Building Maintenance	\$351,346	\$51,160	\$0	\$300,186
CP24484	Town Hall Flag Poles	\$0	\$0	\$51,160	\$51,160
	TOTALS	\$351,346	\$51,160	\$51,160	\$351,346

The project scope of works:

A request originating from a Council workshop, proposed that the City of Launceston installs four flag poles on the roof at the Town Hall, in order to fly the Aboriginal Flag.

The flag pole works have been completed and it has been assessed that the works meet the Council's capitalisation definition. The relevant expenditure has been moved, which requires a matching budget amount to be transferred.

Operations to Capital	Operations	Capital
Town Hall Flag Poles	(\$51,160)	\$51,160
TOTAL	(\$51,160)	\$51,160

1(c) The following items need to be reallocated between Capital projects but do not alter the operating surplus:

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
CP23705	Alexandra Suspension Bridge	\$850,000	\$535,000	\$0	\$315,000
CP24143	Reimagining the Cataract Gorge	\$1,013,902	\$0	\$535,000	\$1,548,902
	TOTALS	\$1,863,902	\$535,000	\$535,000	\$1,863,902

The project scope of works:

The Alexandra Suspension Bridge is being delivered in two stages: Stage 1 involved the painting and structural work on the towers at either end of the suspension bridge and Stage 2 includes rail upgrades and replacement of the deck.

Stage 2 has been budgeted for 2023/2024 financial year. The remaining funds from Stage 1 are proposed to be transferred to Reimagining the Gorge to progress the lighting and handrail renewal on Cataract Walk between Kings Bridge and First Basin.

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
CP24291	Launceston Waste Centre - Eastern Extension Upgrade	\$5,900,000	\$3,049,156	\$0	\$2,850,844
CP24087	Road Safety Centre Stabilisation	\$2,000,000	\$0	\$700,000	\$2,700,000
CP23732	Launceston Waste Centre - Russells Plains Clay Pit Rehabilitation	\$450,844	\$0	\$2,349,156	\$2,800,000
	TOTALS	\$8,350,544	\$3,049,156	\$3,049,156	\$8,350,844

The project scope of works:

The Eastern Extension area of the landfill was considered to be full and line with the Council's Environmental Protection Notice, required capping and rehabilitation. However, in the past 12 months the City of Launceston has identified some preferential settlement that creates additional capacity for placement of more waste before closure. This means the funds for capping this are not required until 2025. Only design work has been completed on this project.

The repair and renewal of the Road Safety Centre was to be partially financed (\$600,000) by the Commonwealth Local Roads and Community Infrastructure grants program.

Construction was delayed as civil contractors were diverted to higher risk work at Newnham Creek and the grant funding could not be acquitted within the deadlines. This grant funding was reallocated to other Council projects, resulting in a shortfall for the Road Safety Centre. Whilst the overall cost of the project appears high, to this point the costs would have been similar whether it was closed or redeveloped, as the stability issues required rectification either way. The stability works are now complete, but additional budget is required to complete the fit out.

Typically, a project such as this would have had fit-out design works completed before committing to construction works; in this instance the failing structure was un-programmed works and had to be completed before final fit out design.

Rehabilitation of the Launceston Waste Centre clay pit is required under the Environmental Protection Notice. It was proposed to undertake the works over two years so as to not conflict with the proposed Eastern Extension Capping project. Deferment of the Eastern Extension Capping project now means that the rehabilitation can be undertaken earlier.

2. Chief Executive Officer's Report on Adjustments

Pursuant to section 82(6) of the *Local Government Act 1993* (Tas), Council has authorised the General Manager (Chief Executive Officer) to adjust budgets up to \$500,000 so long as the adjustments do not alter revenue, expenditure, borrowings or capital works estimates in total. The Budget Management Policy (12-PI-001), adopted by Council on 13 October 2014, refers to section 82(7) of the *Local Government Act 1993* (Tas) which requires the Chief Executive Officer to report any adjustment and an explanation of the adjustment at the first Ordinary Meeting of the Council following the adjustment.

Project Number	Project Description	Budget Before This Adjustment	Adjustment	Revised Budget	Type of Change
24029	56 Frederick Street Building Works	\$440,000	(\$80,000)	\$360,000	Decrease
24479	Albert Hall Fire System Upgrade	\$0	\$80,000	\$80,000	Increase
24435	Community Halls Renewal Program	\$300,000	(\$195,000)	\$105,000	Decrease
24348	Lilydale Football Club Facilities	\$305,000	\$165,000	\$470,000	Increase
24352	Lilydale Bowls Club Synthetic Green	\$220,000	\$30,000	\$250,000	Increase
24291	Launceston Waste Centre - Eastern Extension Upgrade	\$2,850,844	(\$300,000)	\$2,550,844	Decrease
24436	Sports Facilities Renewal Program	\$200,000	(\$150,000)	\$50,000	Decrease

Project Number	Project Description	Budget Before This Adjustment	Adjustment	Revised Budget	Type of Change
24480	Nursery Fence and Irrigation Upgrade	\$0	\$340,000	\$340,000	Increase
24481	Lilydale Community Playground	\$0	\$65,000	\$65,000	Increase
24358	Duck Reach Engineering Museum Equipment	\$110,000	\$45,000	\$155,000	Increase
24301	Multi-Storey Car Park Access Management System	\$600,000	(\$100,000)	\$500,000	Decrease
24487	Christmas Decorations	\$0	\$100,000	\$100,000	Increase
	TOTALS	\$5,025,844	\$0	\$5,025,844	

The following capital project adjustments have occurred in the period 1 February to 28 February 2023:

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
24029	56 Frederick Street Building Works	\$440,000	\$80,000	\$0	\$360,000
24479	Albert Hall Fire System Upgrade	\$0	\$0	\$80,000	\$80,000
	TOTALS	\$440,000	\$80,000	\$80,000	\$440,000

The project scope of works:

The works planned for Frederick Street included a number of improvements that ensured the building was compliant for the use of a childcare centre. The building is no longer being used for that purpose and therefore, the proposed works are no longer required. The Frederick Street building is currently being considered for disposal.

In January, a portion of the Albert Hall fire system was damaged as a result of water ingress from a blocked downpipe. Due to the severity of the damage to the fire system, TasFire were required to notify a building surveyor, resulting in the City of Launceston being instructed to commit to ensuring that the fire system is operational. Given the age of the system, the best course of action is to replace the entire fire system.

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
24435	Community Halls Renewal Program	\$300,000	\$195,000	\$0	\$105,000
24348	Lilydale Football Club Facilities	\$305,000	\$0	\$165,000	\$470,000
24352	Lilydale Bowls Club Synthetic Green	\$220,000	\$0	\$30,000	\$250,000
	TOTALS	\$825,000	\$195,000	\$195,000	\$825,000

The project scope of works:

During the 2021 State election, the Lilydale Football Club received a \$305,000 commitment to provide an accessible toilet, covered viewing area, cool room and supporting facilities. Tendered project costs are greater than budget and although the scope has been reduced and the cool room removed, additional funding is required.

As part of the 2021 State election, there was also a \$190,000 commitment to the Lilydale Bowls Club for the construction of a synthetic green. The funds committed are sufficient to install a synthetic green but they do not address underlying ground stability and drainage works, which are required for longevity of the green. Additional funding is required to complete the necessary drainage works prior to installation of the synthetic green.

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
24291	Launceston Waste Centre - Eastern Extension Upgrade	\$2,850,844	\$300,000	\$0	\$2,550,844
24436	Sports Facilities Renewal Program	\$200,000	\$150,000	\$0	\$50,000
24480	Nursery Fence and Irrigation Upgrade	\$0	\$0	\$340,000	\$340,000
24481	Lilydale Community Playground	\$0	\$0	\$65,000	\$65,000
24358	Duck Reach Engineering Museum Equipment	\$110,000	\$0	\$45,000	\$155,000
	TOTALS	\$3,160,844	\$450,000	\$450,000	\$3,160,844

The project scope of works:

The Eastern Extension area of the landfill was considered to be full and in line with the Council's Environmental Protection Notice required capping and rehabilitation. However, in the past 12 months the City of Launceston has identified some preferential settlement that creates additional capacity for placement of more waste before closure. This means the funds for capping this are not required until 2025. Only design work has been completed on this project.

There is significant high-value stock loss occurring at our nursery weekly which has been increasing over the recent months. It is proposed to create a new project to renew the existing chain mesh fence with an electric fence. The Urban Forest Strategy will require at least 300 additional trees planted annually (on top of the existing 200 trees); these trees will need to be matured in the Council's nursery in 2023/2024. Depending on the species and the location of the tree planting, trees are matured for four to seven years in the nursery before being planted out. This will require an expansion of the irrigation network.

A commitment has been made to the Lilydale community to install a new playground. Although there is a playground available at the school, there are no other playgrounds available in Lilydale during school hours, or for children below school age. A central site has been identified adjacent to the newly renovated Lilydale Pool.

This project will be delivered by the City of Launceston's internal Parks Services staff and will provide an important development opportunity for the Council's apprentices. The playground is estimated to cost \$65,000.

In 2021 there was a State election commitment of \$60,000 to the Duck Reach Historical Group to upgrade elements in the Duck Reach Power Station. The budget was also supplemented by the Commonwealth Local Roads and Community Infrastructure grants program (\$50,000). Due to increased construction and engineering costs in recent years, plus the inherent difficulties of working at this site, the project requires an additional \$45,000 to achieve the desired outcomes.

Project Number	Project Description	Current Approved Amount	Transfer From	Transfer To	New Budget
24301	Multi-Storey Car Park Access Management System	\$600,000	\$100,000	\$0	\$500,000
24487	Christmas Decorations	\$0	\$0	\$100,000	\$100,000
	TOTALS	\$600,000	\$100,000	\$100,000	\$600,000

The project scope of works:

A decision has been made to replace the Council's Christmas tree. This was initially expected to be budgeted for in the 2023/2024 budget, however, due to the long lead times involved in ordering a replacement Christmas tree, there is an urgency to transfer budget in the current financial year in order to fund the purchase of the new tree so that it will arrive in time to be in use for the Christmas period in December 2023.

Due to the expected timing of the delivery of the Multi-Storey Car Park Access Management project, which will carry over to the next financial year, it is anticipated that the required funds in the current year can be transferred, with the expectation that the \$100k transferred this year will be re-instated in the 2023/2024 budget. This reinstatement will allow for the completion of the Multi-Storey Car Park Access Management project.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

2. To fairly and equitably discharge our statutory and governance obligations.
3. To ensure decisions are made on the basis of accurate and relevant information.
5. To maintain a financially sustainable organisation.

BUDGET AND FINANCIAL ASPECTS:

As per the report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

Nil

18.3. Progress Against 2022/2023 Annual Plan Actions - 31 December 2022

FILE NO: SF6812

AUTHOR: Courtney Osborne (Team Leader Performance and Planning)

GENERAL MANAGER APPROVAL: Louise Foster (Organisational Services Network)

DECISION STATEMENT:

To consider the progress against the Council's 2022/2023 Annual Plan Actions for the period ending 31 December 2022.

PREVIOUS COUNCIL CONSIDERATION:

Council - 17 November 2022 - Agenda Item 16.1 - City of Launceston Annual Plan 2022/2023 - Progress Against Annual Plan Actions for period Ending 30 September 2022

Council - 16 June 2022 - Agenda Item 15.3 - City of Launceston Annual Plan 2022/2023

RECOMMENDATION:

That Council notes progress against the 2022/2023 Annual Plan Actions for the period ending 31 December 2022.

Strategic Priority 1: We *connect with our Community and our Region* through meaningful engagement, cooperation and representation.

Our interactions with our community are authentic, timely, accurate and open. We want to build strong and productive relationships with our community and regional partners.

10-Year Goal: To seek out and champion positive engagement and collaboration to capitalise on the major opportunities, and address the future challenges facing our community and region.

Focus Area: To develop and consistently utilise contemporary and effective community engagement processes.		
Action	Network	% Complete
Through the next iteration of the Tomorrow Together program engage with our community on the following: Theme one: A Social, inclusive and fair City: <ul style="list-style-type: none">• Trails and Network Strategy• Northern Regional Sports Facility Plan• Urban Tree Canopy Strategy• Smart Cities Strategy• Public Open Space Strategy• City Park and Punchbowl playground renewals	Organisational Services	80

<ul style="list-style-type: none"> Preliminary Playspace Strategy consultation <p>Theme two: A Mobile and Accessible City:</p> <ul style="list-style-type: none"> Two-way traffic and more. <p>Launch of the new Community Engagement website.</p> <p>Implementation of compulsory <i>Closing the Loop</i> feedback on all projects.</p>		
Comment		
<p>Theme one: A Social, inclusive and fair City completed.</p> <p>Theme two: A Mobile and Accessible City was put on hold until Stage Two City Heart commences.</p> <p>Instead, engagement on the Tomorrow Together, A Well-Designed City Theme was undertaken. This included engaging on the following topics:</p> <ul style="list-style-type: none"> Tourism Plan Events Strategy E-scooters CCTV Strategy Sustainability Action Plan Emergency Management Open data and how we can share it <p>Previous community engagement website www.yourvoiceyourlaunceston.com.au was replaced with a refreshed look and renamed www.tomorrowtogetherlaunceston.com.au</p> <p><i>Closing the Loop</i> feedback on all projects has been made compulsory.</p>		
Focus Area: To advocate and collaborate to enhance regionally significant services and infrastructure for the benefit of our communities		
Action	Network	% Complete
Complete Regional Sports Facility Plan in conjunction with sporting clubs, the State Government and neighbouring councils.	Infrastructure and Assets	60
Comment		
Survey complete and first draft of the Regional Sports Facility Plan nearing completion.		

Strategic Priority 2: We *Facilitate Prosperity* by seeking out and responding to opportunities for growth and renewal of our regional economy.

We use our influence and resources to deliver the foundations for ongoing economic development. We want Launceston to be the heart of a thriving regional economy.

10-Year Goal: To have realised opportunities that grow and sustain our economy, and foster creative and innovative people and industries.

Focus Area: To actively market the City and region and pursue investment.		
Action	Network	% Complete
Develop and Implement Smart Cities Strategy	Organisational Services	60
Comment		
The strategy has progressed substantially and is on track to present to Councillors in April 2023.		

Strategic Priority 3: We are a ***Progressive Leader*** that is accountable to our governance obligations and responsive to our community.

Our decision-making and actions are evidence-based, strategic, transparent and considered. We are ethical, fair and impartial in complying with and enforcing the law.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Area: To fairly and equitably discharge our statutory and governance obligations.		
Action	Network	% Complete
Provide information and advice to prospective Councillor candidates and support the Tasmanian Electoral Commission in the delivery of the Local Government election.	Organisational Services	100
Comment		
Local Government elections have been undertaken.		
Focus Area: To fairly and equitably discharge our statutory and governance obligations.		
Action	Network	% Complete
Engage with the community and commence a review of the Corporate Strategic Plan.	Organisational Services	5
Comment		
Currently preparing a project scope and delivery plan for the review of the Corporate Strategic Plan.		
Focus Area: To ensure decisions are made on the basis of accurate and relevant information.		
Action	Network	% Complete
Deliver End of Term Report.	Chief Executive Officer	100
Comment		
Completed.		
Focus Area: To ensure decisions are made on the basis of accurate and relevant information.		
Action	Network	% Complete
Level of Service Planning Stage 1. Develop a project plan to document service levels, review appropriateness of services and engage with the community around expectations.	Organisational Services	10

Comment		
Initial documentation complete and initial trial of internal process underway with GIS team.		
Focus Area: To continually improve our service delivery via a continuous improvement mindset, pursuing efficiency gains and adopting technological and other process innovations.		
Action	Network	% Complete
Implement the Organisational Cultural Development Roadmap.	Organisational Services	80
Comment		
A new Employee Development Program, including revised leadership capabilities has been endorsed by the Executive Leadership Team (ELT) and a Project Plan to implement the program is now being finalised. An induction for New Leaders is currently being developed.		
Values Champions met to discuss and agree on how the next values will be promoted to continue to embed the organisation's values.		
Planning for delivery of the Cultural Survey has progressed. A Project Delivery Approach has been endorsed by the ELT and the Communications Plan has been provided to ELT. The Senior Leadership Team was updated on 18 January 2023.		
Focus Area: To continually improve our service delivery via a continuous improvement mindset, pursuing efficiency gains and adopting technological and other process innovations.		
Action	Network	% Complete
Undertake the Corporate Application Replacement Program	Organisational Services	50
Comment		
The CARP Project kicked-off in December 2022 and is currently in the Engage phase. During the Engage phase a number of workshops will be completed across the organization to determine the requirements for configuration and deliver a Program Blueprint for sign-off by the Project Executive and Sponsor.		
Focus Area: To maintain a financially sustainable organisation.		
Action	Network	% Complete
Implement the recommendations of the UTAS Stadium Future Direction Plan.	Chief Executive Officer	50
Comment		
Work is continuing on the proposal to transfer UTAS Stadium to Stadiums Tasmania to deliver a modern, fit-for-purpose ownership and governance model. Additionally, the Council has been represented on the working group to deliver the first stage \$65m redevelopment of the stadium.		
Focus Area: To maintain a financially sustainable organisation.		
Action	Network	% Complete
Implement recommendations of the QVMAG Futures Plan.	Chief Executive Officer	45

Comment:

Officers have been focussed on addressing the strategic needs of the QVMAG and determining future workforce arrangements over the first half of this year. Once this work is completed, focus will be applied to the progression of the QVMAG Future Direction Action Plan.

Strategic Priority 4: We value our City's Unique Identity by celebrating our special heritage and culture and building on our competitive advantages to be a place where people choose to live, work and visit.

We facilitate our community's sense of place by enhancing local identity. We want people to be proud to say that Launceston is my City.

10-Year Goal: To sustain and promote Launceston as a unique place to live, work, learn and play.

Focus Area: To promote and enhance Launceston's rich heritage, culture and natural environment.		
Action	Network	% Complete
Launceston Heritage List Review and Precincts - continuing the review of the City of Launceston's local heritage list as part of the final stage of this five-year project.	Community and Place	50
Comment		
A large portion of the research and analysis has been completed with the first of a series of amendments to the planning scheme scheduled for the first quarter of 2023.		
Focus Area: To promote and enhance Launceston's rich heritage, culture and natural environment.		
Action	Network	% Complete
Launceston Place Brand implementation and commencement of monitoring of usage.	Community and Place	90
Comment		
The place brand has been active for nearly 12 months. A 12-month report is being prepared in February on the place brand usage over that time.		
Focus Area: To promote and enhance Launceston's rich heritage, culture and natural environment.		
Action	Network	% Complete
Continue to work with the newly formed Cultural Advisory Committee to implement the first four-year action plan from the Cultural Strategy.	Community and Place	50
Comment		
The Cultural Advisory Committee (CAC) is meeting for the first time for 2023 in February. Applications for two community members for the CAC have been received.		
Focus Area: To continue to offer an attractive network of parks, open spaces and facilities throughout Launceston.		
Action	Network	%Complete
Undertake review of the City of Launceston Open Space Strategy.	Infrastructure and Assets	0

Comment		
Open Space Strategy review scheduled for Quarter 3 2022/2023		
Focus Area: To continue to offer an attractive network of parks, open spaces and facilities throughout Launceston.		
Action	Network	% Complete
Continue the Albert Hall Renewal program.	Infrastructure and Assets	35
Comment		
Tender awarded for Stage 3 works. Awaiting main works proposal for approval by Tender Review Committee.		
Focus Area: To continue to offer an attractive network of parks, open spaces and facilities throughout Launceston.		
Action	Network	% Complete
Develop and implement an improvement plan for Princess Theatre and Earl Arts Centre upgrade implementation	Infrastructure and Assets	5
Comment		
Specialist consultants engaged to develop the improvement plan in consultation with key stakeholders.		
Focus Area: To support the central business district (CBD) and commercial areas as activity places during day and night.		
Action	Network	% Complete
Develop and commence implementation of Stage 2 Launceston City Heart Project which includes the following key areas of investment: <ul style="list-style-type: none"> Greening of our City Improved public transport infrastructure Creating greater opportunities for pedestrianisation of the CBD 	Community and Place	0
Comment		
No progress		

Strategic Priority 5: We Serve and Care for our Community by providing equitable and efficient services that reflects needs and expectations of our community.

We are invested in our community's long term health, well-being, safety and resilience. We want to be trusted and respected by our community.

10-Year Goal: To offer access to services and spaces for all community members, and to work in partnership with stakeholders to address the needs of vulnerable communities.

Focus Area: To plan for and provide services and facilities that recognise the changing demographics and needs of our community.		
Action	Network	% Complete
Implement Council commitments from the <i>My Place My Future Plan</i> and support State and Federal Governments on implementation of their actions.	Community and Place	50

Comment		
The project is well underway. A number of projects are slated to occur in the remainder of the year including a possible skate park competition and workshops on health and connected communities. Other projects include the Food and Resilience Movement food security project, work on the Rocherlea access project and additional work towards the northern suburbs community recreation hub.		
Focus Area: To work in partnership with community organisations and other levels of government to maximise participation opportunities for vulnerable and diverse members of the community.		
Action	Network	% Complete
Continue to roll out the ABCDE Learning Sites community development program, with the Invermay learning site to commence in July 2022.	Community and Place	40
Comment		
This ABCDE site is running over two financial years and this site is the first to be delivered over an extended 18-month period. The community is engaged and connected with the program. Community projects beginning to roll out.		

Strategic Priority 6: We Protect our Environment by caring for our unique natural assets and amenity and sensitively managing future development opportunities.

We strive to minimise the impact of our actions on the environment, while planning for, adapting to and managing the impact of climate change. We want to protect the special character and values of our city for future generations.

10-Year Goal: To enhance the unique natural character, values, and amenity of our City by minimising the impacts of our organisation's and our community's activities in the environment.

Focus Area: To contribute to air and river quality improvements in Launceston.		
Action	Network	% Complete
Participate and support the Tamar Estuary Management Taskforce.	Infrastructure and Assets	ongoing
Comment		
Support provided to the Tamar Estuary Management Taskforce.		
Focus Area: To contribute to air and river quality improvements in Launceston.		
Action	Network	% Complete
Support TasWater and NRM North with the implementation of the \$157m River Health Action Plan to improve catchment management and reduce overflows from the combined system.	Infrastructure and Assets	50
Comment		
Support and consultation progressing on track.		
Focus Area: To reduce our and the community's impact on the natural environment.		

Action	Network	% Complete
Develop City of Launceston Sustainability Action Plan which sets out how the organisation will achieve sustainable outcomes for operations, service delivery and assets. The Sustainability Action Plan focuses on six key priority areas: <ul style="list-style-type: none"> • Leadership and Advocacy • Towards Zero Emissions • Adaption and Resilience • Material Efficiency, Recovery and Optimisation • Natural Capital • Smart Assets 	Infrastructure and Assets	100
Comment		
The Sustainability Action Plan is complete and has been adopted by Council. Implementation of priority actions has commenced.		

Strategic Priority 7: We are a City Planning for our Future by ensuring our approach to strategic land-use, development and infrastructure investment is coordinated, progressive, and sustainable.

We play a leading role in balancing the enviable amenity of our municipality with the needs of future development and growth. We want to influence the delivery of the right investment for our City and Region.

10-Year Goal: To facilitate appropriate development via integrated land-use planning, infrastructure investment, and transport solutions within our municipality and region.

Focus Area: To take a strategic approach to development sites and infrastructure investment within the municipality to maximise public benefit and encourage development and investment.		
Action	Network	% Complete
Participate in the Northern Regional Land Use Strategy Review.	Community and Place	10
Comment		
Participation is ongoing with the first deliverable being the housing demand study expected to be finalised by mid-2023.		
Focus Area: To take a strategic approach to development sites and infrastructure investment within the municipality to maximise public benefit and encourage development and investment.		
Action	Network	% Complete
Develop a Placemaking Framework.	Community and Place	35
Comment		
This work has commenced with an initial content draft being tabled. Further work is required to refine.		
Focus Area: To improve and maintain accessibility, transport options and infrastructure within the Launceston area, including its rural areas.		

Action	Network	% Complete
Continue work on St Leonards Residential Growth Strategy and Masterplan and obtain Council endorsement for a structured plan and delivery framework for development within St Leonards and the Eastern Growth Corridor.	Chief Executive Officer	0
Comment		
The Council's resources have been focused on the South Prospect Residential Growth area for the first half of this year and have progressed several proposals for development of residentially zoned land within St Leonards. The Council will apply more resources to this project as the South Prospect development is further advanced.		
Focus Area: To improve and maintain accessibility, transport options and infrastructure within the Launceston area, including its rural areas.		
Action	Network	% Complete
Continue work on South Prospect Residential Growth Strategy and Masterplan and initiate planning scheme amendments to facilitate development with the South Prospect Growth Corridor.	Chief Executive Officer	75
Comment		
Work on the finalisation of the Masterplan is nearing completion with recent focus areas being on natural values assessment, residential and commercial demand, traffic connections and recreational opportunities.		
Focus Area: To improve and maintain accessibility, transport options and infrastructure within the Launceston area, including its rural areas.		
Action	Network	% Complete
Implement the Launceston Transport Strategy with the following key actions: <ul style="list-style-type: none"> Support the new formed Transport Committee Develop implementation plan for traffic calming in the City. Undertake the first stage of a review of speed limits. Implementing the Network Operating Plan. 	Infrastructure and Assets	25
Comment		
Implementation tracking in accordance with Four year delivery plan. Transport Committee is operational, Network Operating Plan has been adopted, speed limit review complete and is ready for public consultation, traffic calming work ongoing.		
Focus Area: To ensure our suite of strategic planning initiatives are coordinated and representative of our community's needs and aspirations.		
Action	Network	% Complete
City Deal Agreement. Continue to work with the Commonwealth and State Governments to successfully implement all of the City of Launceston's commitments under the City Deal program to deliver a range of economic and social benefits to the City.	Chief Executive Officer	50

Comment

Work on Launceston City Deal projects is continuing in collaboration with the Commonwealth and State Governments.

The Federal Government has confirmed its commitment to all current city and regional deal commitments. They have advised they are currently looking at streamlining the work being undertaken with Deals and how these can be delivered most efficiently. Mayor Gibson has invited Minister King, the Australian Government Minister for Infrastructure, Transport, Regional Development and Local Government, to meet to progress these discussions.

Proposed Extension Projects are progressing.

The Launceston City Deal Executive Board met on 28 November 2022.

Stage one of Launceston City Heart is complete and the grant acquitted. TasWater works commenced at the Margaret Street pump station, a deliverable in the commitment to improve the health of the Tamar. UTAS construction and refurbishment works at Inveresk are progressing. Students and staff will officially move during April 2023.

REPORT:

Progress against the 2022/2023 Annual Plan Actions for the period ending 31 December 2022 is summarised by the following table:

Action Status	No. of Actions	%
Not Started	3	10
In Progress	22	76
Complete	4	14
Recommended for deferral	0	0
Total Number of Actions	29	100%

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

2. To fairly and equitably discharge our statutory and governance obligations.

BUDGET AND FINANCIAL IMPLICATIONS:

Not considered relevant to this report.

DISCLOSURE OF INTERESTS:

The Author and General Manager have no interests to declare in this matter.

ATTACHMENTS:

Nil

19. CHIEF EXECUTIVE OFFICER NETWORK

19.1. Review of the Impacts of Short Stay Accommodation on the Rental Market in the City of Launceston

FILE NO: SF5547

CHIEF EXECUTIVE OFFICER APPROVAL: Michael Stretton

DECISION STATEMENT:

To consider the report entitled: *Review of the Impacts of Short Stay Accommodations on the Rental Market in the City of Launceston*.

PREVIOUS COUNCIL CONSIDERATION:

Council - 25 August 2022 - Agenda Item 13.1 - Notice of Motion - Short Term Rental Accommodation - Councillor A G Harris

Workshop - 2 March 2023 - Review of the Impacts of Short Stay Accommodation on the Rental Market in the City of Launceston

RECOMMENDATION:

That Council:

1. requests the Chief Executive Officer investigate the introduction of a differential rate for short stay accommodation providers in Launceston and provide options for Council to consider;
 2. lobbies the State Government to require more transparent data be provided on short stay accommodations and the interactions on the long-term rental market. Specifically, it must be easier to track the number of long term rentals that transition to short stay accommodations;
 3. prioritises actions to create additional residential land within the City of Launceston;
 4. continues to monitor the City's rental market with a specific focus on the number of short stay accommodations that are available within Launceston; and
 5. requests the Local Government Association of Tasmania investigate and report on the implementation of a vacant residential land tax for unoccupied homes within the State.
-

REPORT:

Right across Australia, driven primarily by local councils faced with growing housing insecurity and complaints from locals, attempts are underway to regulate short stay accommodations. However, experts agree that reasons for housing-supply shortages being experienced across Australia are complex, differing from region to region and short stay accommodation is just one factor.

Council, at its Meeting held on 25 August 2022, resolved to:

Investigate and review the growth of short-term accommodation rental properties in the City of Launceston area and if it is found to be warranted, make recommendations on what options exist for the City of Launceston to help slow, stop or even reverse the trend of existing long-term rental properties being migrated to short-term rental accommodation properties.

This report has found that Launceston's high population growth has added pressure on the local housing market, while the City is also experiencing decreasing household size, with one and two person households now accounting for over 50% of all households. This means that more houses are required for the current population regardless of growth. Additionally, the median house price has doubled for central and the balance of Launceston between 2013 and 2021. Housing affordability is declining rapidly across all sectors.

Launceston can now be classified as one of the most expensive rental housing markets in Australia. The median Launceston renter spends \$450 per week for a three-bedroom home, rents have increased 12% in the last year and rental availability is 0.8%. This rental situation affects all individuals, such as job seekers who pay up to 59% of their income to maintain a roof over their heads, compared to single seniors who pay 35% of their income, a pensioner couple who pay 31% and single part-time working parents who pay 41% of their income.

However, determining the impact that short stay accommodation on the City's rental market is not a straight forward proposition as there are a number of influencing factors which must be considered.

Overall, the short stay accommodation market of 516 properties constitutes under 2% of the available residential market of 31,274 properties. This reduces to under 1% when only whole houses or apartments are considered.

Approximately 294 of the short stay accommodations which operate in the City of Launceston are for whole homes or apartments.

The proportion of rental to overall private dwellings has remained at around 29-30% over 11 years, in spite of a 9.1% increase in private dwellings from 2016 to 2021. Importantly, short stay accommodation has not grown much faster than either private dwellings or rental dwellings. The ratios across all three have been stable for some time, all growing together. Crucially, this means that the residential rental market has grown fast enough to offset any that are converting to short stay accommodation.

Accordingly, as formalised whole house or apartment short stay accommodations accounts for less than 1% of all dwellings and around 3.1% of all rented dwellings, it is not considered that short stay accommodation is a major driver of the housing stress which is being experienced within the City of Launceston. There has been enough new rentals added to the market within Launceston to offset the loss of whole houses and/or apartments to short stay accommodation. It is clear, therefore, that much of the issue is being caused by demand that is currently outstripping supply, which is why the Council has placed so much emphasis on regional land use planning and new residential land over the last few years.

The City of Launceston has a series of agreed strategies to provide housing over the next 20+ years. This can be summarised as:

1. Up to approximately 2,000 houses in the development south of the City. Currently in an advanced state of preparation.
2. St Leonards Growth Corridor. A structure plan for approximately 3,500 lots. Preliminary concept plans prepared.
3. Alanvale. Approximately 450 lots. Concept structure plan prepared to round off the Alanvale suburb.
4. The Green. 600 lots of mixed tenure housing development between Rocherlea and Mowbray.
5. Housing Supply Orders for 214 lots at Techno Park and Wildor Crescent.
6. Encouragement for inner City residential, higher density development around activity centres and infill.

These proposals are either approved, being approved or consistent with adopted strategic documents including the *Greater Launceston Plan* and the *Northern Region Land Use Strategy*.

These proposals equate to a potential for approximately 7,500 residential lots. The likely number of houses may be 25% higher factoring in multiple dwellings or the likelihood of decreasing lot sizes over time.

It is very clear that the Council needs to continue or even accelerate its efforts to create additional residential land within the City of Launceston. The question is whether the Council needs to regulate against any acceleration of the short stay accommodation market? At current formalised levels, there does not appear to be a compelling need to regulate the market as it is not having a significant impact on the Launceston rental market, while at the same time it is making a positive contribution to the local economy. This said, however, experience in other localities has demonstrated that there is real potential for short stay accommodation to increase to a level whereby it can adversely impact upon the local rental market.

The short stay market is now a relatively mature part of the accommodation market with the potential for future growth. However, a factor that needs consideration is that of equity, as accommodation providers such as bed and breakfasts, hotels and motels, caravan parks (etc.) are paying additional rates in recognition of the increased level of service required for these businesses. Short stay accommodation providers are currently not paying any additional rates to operate these businesses within their residential dwellings.

In the interests of equity with these existing visitor accommodation businesses, the Council could consider introducing a differential rate for short stay accommodation providers, which would also serve to prevent a saturation of the short stay accommodation sector occurring within the City of Launceston. By appropriately rating these businesses it would decrease the margins which would cause the owners of dwellings used as short stay accommodation to consider returning their residences to the local rental market.

The other issue that this paper has identified is the large number of unoccupied dwellings within the City of Launceston, which has led to calls being made for an empty homes levy to be introduced in Tasmania by organisations such as the Tenant's Union of Tasmania. Whilst the State Government has ruled out such a move there would be merit in the Council requesting the Local Government Association of Tasmania to investigate and report on the implementation of a similar tax within the State from a Local Government perspective.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

The short stay accommodation sector contributes some \$12.9m to the local tourism industry, which in 2021 was valued at \$324.2m. Tourists and renters are non-overlapping populations with distinct needs, and traditionally, non-overlapping markets have catered to these populations.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 1: We connect with our community and our region through meaningful engagement, cooperation and representation.

10-Year Goal: To seek out and champion positive engagement and collaboration to capitalise on the major opportunities and address the future challenges facing our community and region.

Focus Areas:

1. To develop and consistently utilise contemporary and effective community engagement processes.

Strategic Priority 3: We are a progressive leader that is accountable to our governance obligations and responsive to our community.

10-Year Goal: To ensure decisions are made in a transparent and accountable way, that effectively meet our statutory obligations, support quality services and underpin the long-term sustainability of our organisation.

Focus Areas:

1. To provide for the health, safety and welfare of the community.

Strategic Priority 4: We value our City's unique identity by celebrating our special heritage and culture and building on our competitive advantages to be a place where people choose to live, work and visit.

10-Year Goal: To sustain and promote Launceston as a unique place to live, work, learn and play.

Focus Areas:

1. To promote and enhance Launceston's rich heritage, culture and natural environment.

BUDGET AND FINANCIAL IMPLICATIONS:

Should the Council agree with the recommendations the workload will be managed within existing resources.

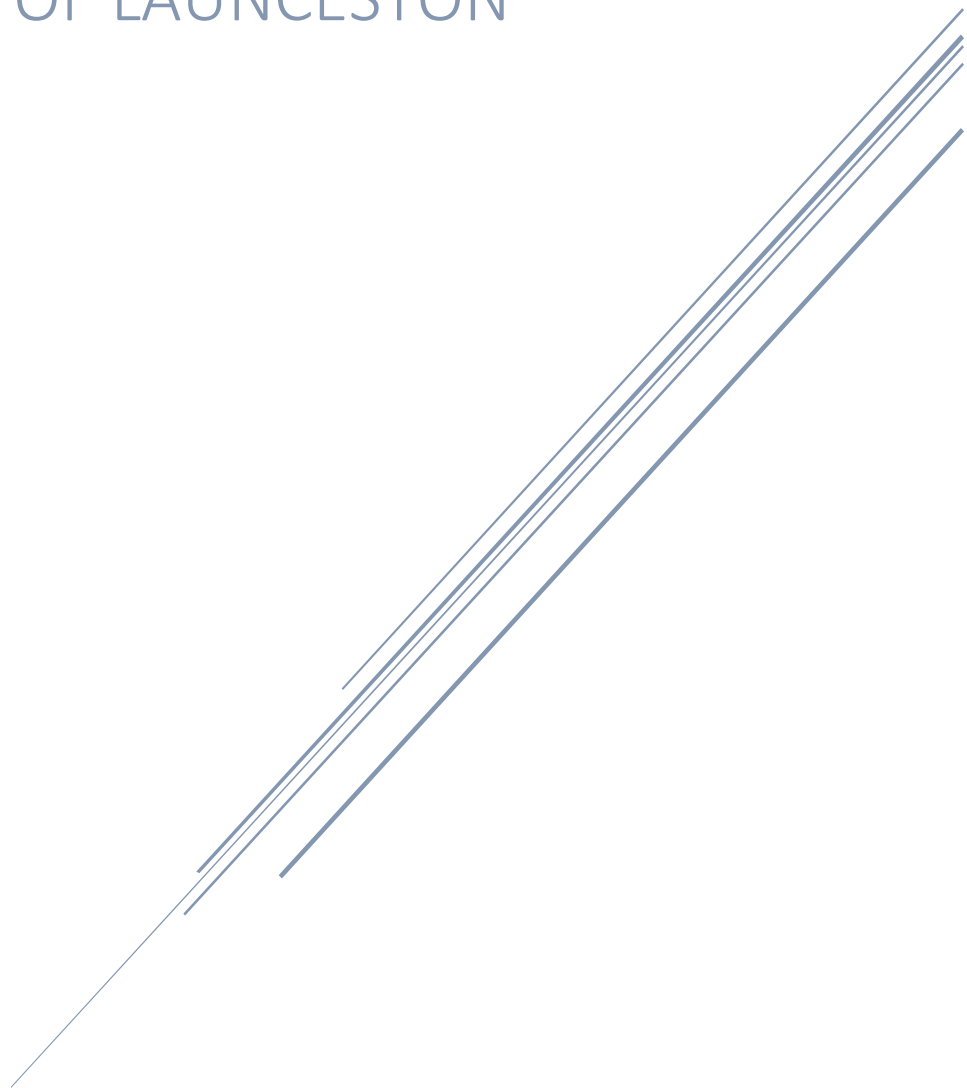
DISCLOSURE OF INTERESTS:

The Chief Executive Office has no interests to declare in this matter.

ATTACHMENTS:

1. Review of the Impacts of Short Stay Accommodation on the Rental Market in the City of Launceston [**19.1.1** - 20 pages]

REVIEW OF THE IMPACTS OF SHORT STAY ACCOMMODATION ON THE RENTAL MARKET IN THE CITY OF LAUNCESTON



City of Launceston
2023

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Introduction

Since the first arrival of Airbnb in Australia in 2012, short stay accommodation has disrupted the tourism and visitation accommodation sector and is having an impact on housing supply in some localities across the country (Adcock, 2022).

Short stay accommodation refers to premises that are let out to paying guests for overnight accommodation, generally to people who are on holiday. This may be for a very short period (one or two nights) or for extended periods (a number of weeks). The term 'short stay' generally describes the accommodation as being on a temporary basis, rather than a longer-term residential use, with premises let out to guests through a dedicated booking platform, such as Airbnb, HomeAway (previously known as StayZ) or Bookings.com (Tasmanian Government, 2019).

Right across Australia, driven primarily by local councils faced with growing housing insecurity and complaints from locals, attempts are underway to regulate short stay accommodations. However, experts agree that reasons for housing-supply shortages being experienced across Australia are complex, differing from region to region, and short stay accommodation is just one factor (Adcock, 2022).

In Tasmania, the short stay accommodation issue has been most recently considered by the City of Hobart which, at its 1 August 2022 meeting, resolved to consider differential rating for properties used for short stay visitor accommodation and vacant residential land during its broader review of the City Rating and Valuation Strategy. The City of Hobart had previously resolved at its meeting on 28 March 2022 to stop any new permits for whole-house short stay development in residential areas. As a result, Hobart unsuccessfully sought an amendment to their Interim Planning Scheme.

It is within this context that the City of Launceston resolved at its meeting on 25 August 2022 to investigate and review the growth of short-term accommodation rental properties in the City of Launceston area and, if it is found to be warranted, make recommendations on what options exist for the City of Launceston to help slow, stop or even reverse the trend of existing long-term rental properties being migrated to short-term rental accommodation properties. The full motion is included as Attachment 1.

This report has been prepared in accordance with the Council's resolution as an independent investigation on the impacts of short stay accommodation within the City of Launceston. The Council is aware that there are other contributions being made on the impacts of short stay accommodation, with Shelter Tas and Airbnb being two of the more prominent voices. While the Council is not seeking to question the validity of these contributions, it needs to be understood that this report is specific to the City of Launceston and is based on a wide range of data sources and therefore, it does not necessarily accord with the conclusions being drawn by these other entities.

Background

Short stay accommodation in private dwellings has been an important part of the holiday rental market, especially in holiday areas, for many years. Historically it has been managed by property owners themselves or by local agents and in many instances has probably flown under the regulatory radar, occurring with limited impact and scrutiny, whether or not it was actually a permitted land use (LGAT, 2018).

With the advent of peer to peer online advertising platforms, such as Airbnb, Stayz and HomeAway, it is now much easier for property owners to let their properties; whether their principal place of residence, an empty beach house or an investment property; for short-term holiday letting. In Tasmania, the establishment of these platforms has coincided with significant growth in visitation, leading to the rapid growth of properties being listed on these platforms (LGAT, 2018).

Local Government recognises that short stay accommodation is only one factor influencing housing supply and affordability in Tasmania, however it is clear that it is having an impact. There is a growing body of evidence, from a number of cities, that the supply of short stay visitor accommodation, available through online booking platforms, has seen the extensive conversion of properties from long-term rental to short-term visitor accommodation properties. In Tasmania, the growth of short stay visitor accommodation is occurring at the same time as the housing market is generally becoming less affordable, particularly in urban areas and increasingly in popular holiday destinations (LGAT, 2018).

Looking nationally, research by Sigler and colleagues at the University of Queensland shows that between 2016 and 2019, nearly 350,000 properties were listed at least once, with an average growth in listings of 2.43% a month. But the closed borders of the pandemic, Sigler says, slashed listings (Adcock, 2022).

Last year Prof Sara Dolnicar, a University of Queensland tourism researcher, forecast that "coronavirus has disrupted the disrupter" - that property investors would put their properties on the long-term market "and may never return to Airbnb. Now, she says: *"I was wrong. Where money can be made, everybody is flocking back into the short-term market."* (Adcock, 2022).

Attempts to regulate the rise of short stay accommodation are widespread: "You look at New York, San Francisco, Dublin, Byron Bay, Mornington ... they have all had similar issues in terms of consuming local housing stock and disturbing local residents ... but all of these jurisdictions have been forced into separate legal battles (Adcock, 2022).

In July 2022 the Brisbane City Council introduced a new transitory accommodation rating category for residential properties that are being rented through short-term accommodation platforms. The new rating category requires eligible owners to pay 50% higher rates if they rent out their properties on a short term basis through websites like Airbnb or Bookings.com.

Under the new rating category, an entire property must have been offered, available for used as short term accommodation for more than 60 days a year to be included, while Owner-occupiers who rent out a spare room for short stay accommodation are excluded.

The Lord Mayor says "*Brisbane currently has a severe housing shortage because not enough homes are being built to meet demand ... we want this new rating category to convince owners to return properties to the long-term rental market so they can be permanent homes*" (Inside Local Government, 2022).

The New South Wales government has introduced a state planning policy that overrides local planning controls. It mandates a code of conduct and fire safety, and, in greater Sydney, limits un-hosted short stay listings to 180 days per year (Adcock, 2022).

In Tasmania, the *Short Stay Accommodation Act 2019* (SSA Act) came into effect on 4 June 2019 as a direct response to the commitments from the Housing Summit hosted by the Premier of Tasmania on 15 March 2018. Specifically, it delivers a data sharing partnership with booking platforms that offer short stay accommodation in Tasmania (Tasmanian Government, 2019).

The SSA Act serves two important roles. It ensures that everyone is 'playing by the rules' in relation to the current planning requirements for short stay accommodation, and provides a clear indication of the extent that housing is used for short stay accommodation in Tasmania.

The SSA Act introduces measures for the collection of information on short stay accommodation in Tasmania to:

- Provide greater support for local councils in enforcing the existing planning requirements for short stay accommodation; and
- Allow for a better understanding of the impacts of the broader housing markets.

Short stay accommodation does not include the letting out of premises under a residential tenancy agreement under the *Residential Tenancy Act 1997*, or any other arrangement which a person uses the premises as their primary place of residence. Nor does it apply to hotels, motels or caravan parks.

The SSA Act is limited to certain short stay accommodation located within the residential zones in existing planning schemes to align with Planning Directive No. 6 - exemption and Standards for Visitor Accommodation in Planning Schemes.

While short stay accommodation exists in many planning scheme zones, such as business and rural zones, the impacts on housing are clearly greatest in the residential zones. It is within the residential zones that an increase in short stay accommodation, specifically through the conversion of existing houses, can affect housing affordability and housing availability.

The SSA Act is also limited to short stay accommodation listed on a booking platform.

The majority of short stay accommodation available in Tasmania utilises a booking platform for advertising and booking purposes. The booking platforms therefore provide a convenient and coordinated means for collecting information on the operation of short stay accommodation in Tasmania. This does not include platforms that only advertise and provide no booking service for short stay accommodation, such as newspaper classified, Gumtree and Facebook, or websites operated by a short stay premises provider that provide a means of booking accommodation.

The SSA Act requires a short stay premises provider to supply the following information to a booking platform provider before entering into a formal agreement to advertise the premises and take bookings through the booking platform:

- A statement confirming that the short stay accommodation:
 - Has the required planning permit and identifies the relevant planning permit number;
 - Does not require a planning permit; or
 - Has existing use rights established under s.12 of the Land Use Planning and Approvals Act 1993;
- The address of the premises and how many bedrooms are used for short stay accommodation; and
- Whether the premises comprises all or part of the primary place of residence for the provider.

Short stay accommodation within a dwelling is exempt from requiring a planning permit if the dwelling is used by the owner or occupier of their primary place of residence and:

- The dwelling is only let out to visitors while the owner or occupier is on vacation or temporarily absent; or
- Visitors are accommodated in not more than 4 bedrooms while the owner or occupier is living there.

For all other instances, a planning permit subject to specific planning requirements is required from the relevant local council (Tasmanian Government, 2019).

The matter of rating short stay accommodation was raised by the Tasmanian Local Government sector and was considered at the Local Government Association Tasmania (LGAT) General Meetings on 18 March 2022 and 16 September 2022. As a result of these meetings the LGAT advised that Tasmanian Councils have existing powers for differentially rating vacation rental (short stay) properties. The LGAT advised as follows:

"Section 107 of the Local Government Act 1993 (LG Act) allows that a council, by absolute majority, may declare that the general rate, a service rate, or service charge varies within the municipal area or within different parts of the municipal area according to the use or predominant use of the land and/or a series of other factors (i.e. the non-use of the land, locality of the land, etc).

The Local Government (General) Regulations 2015, Regulation 33, defines 'use' in line with the Valuer-General Land Use Codes published as part of the LIST.

In 2019, following the introduction of the Short Stay Accommodation Act 2019, the Office of the Valuer-General (OVG) reviewed the Land Use Codes applied to these types of properties and created a new Valuation Property Classification Code (R7 - Short Stay Visitor Accommodation). Prior to this there was no Land Use Code for vacation rental/short stay visitor accommodation, meaning differential rating could not occur on these types of properties, unless they were considered under a Commercial Land Use Code.

This change allows councils to differentially rate short stay or vacation rental properties provided they are classified by as Code R7 - Short Stay Visitor Accommodation.

For councils to apply a differential rate to vacation rental properties they must be reclassified by the Valuer-General as R7 - Short Stay Visitor Accommodation. This change requires written notification from council that a permit has been approved and/or that there is a change in use. While a re-valuation is not required, verification of use for pre-existing permits will need to be undertaken by the OVG. In regard to municipal valuations, the Valuer-General has noted that "In undertaking statutory valuations we operate under a valuation of land act; not a valuation of the nature and intensity of residential use."

The process for a council deciding to pursue differential rating for short stay accommodation is:

- *Council to decide, by absolute majority, to differentially rate properties classified by the Valuer-General as R7 – Short Stay Visitor Accommodation in line with the LG Act (s.107).*
- *Council to review and update where appropriate its rates and charges policy in line with the LG Act (s.86B).*
- *Council to issue permits for Short Stay Visitor Accommodation, in line with the Land Use Planning and Approvals Act 1993 and Short Stay Accommodation Act 2019.*
- *Council to provide written notification to the Valuer-General that a permit has been approved and/or that there is a change in use.*
- *Existing properties will be picked up through the OVG's periodic, whole of municipality valuations. Outside of this cycle, councils will need to contact the OVG.*
- *The Valuer-General to verify the change in use and code properties as R7.*
- *Council to apply differential rates to properties with R7 classification (www.lgat.tas.gov.au/news-and-events/meetings/lgat-general-meetings - General Meeting – 16 September 2022 - Agenda)*

Short Stay Accommodation - Data & Analysis

The Council's Innovation and Performance Team has completed a comprehensive analysis of the questions posed in the Council's motion in respect to short stay accommodation in Launceston. In completing the analysis the team has reviewed available data from a range of sources including: Australian Bureau of Statistics (ABS) Census, Real Estate Institute of Tasmania (REIT), propertyvalue.com.au, Consumer Building and Occupational Services (CBOS), City of Launceston as well as data from short stay providers.

Council Motion Questions 1 and 2

Question 1: Home ownership and tenancy baseline analysis (*number of dwellings in the City of Launceston that are owner occupied and the number that are rented long term, in both actual numbers and as a percentage of the market, for each of the two census periods, 2011 & 2016*).

Question 2: Compare this data with census 2021, including identifying new dwellings built and occupied between 2016 and 2021

Response:

Figure 1 shows the baseline analysis of 2011, 2016 and 2021 census data for owner occupied dwellings and rentals. This is broken down by total number of private dwellings, number of owner-occupied dwellings, and rentals along with percentages of 'the market' (which we have defined as the total number of private dwellings). It is important to note that 'rentals' as defined by the census includes both long and short-term rentals. The percentage of owner-occupiers to total private dwellings is in the 53 - 55% range, with a dip in 2016, when there were fewer owner-occupiers than in 2011. The percentage of rentals as a proportion of private dwellings remains almost constant at 29% from 2011 to 2016 and increases a little to 30% for 2021. There was a 2.7% increase in private dwellings from 2011 to 2016 and a 4.3% increase from 2016 to 2021, with a corresponding increase in rentals of 3.2% and 7.7% respectively.

Private dwellings, owner occupied and rentals 2011-2021

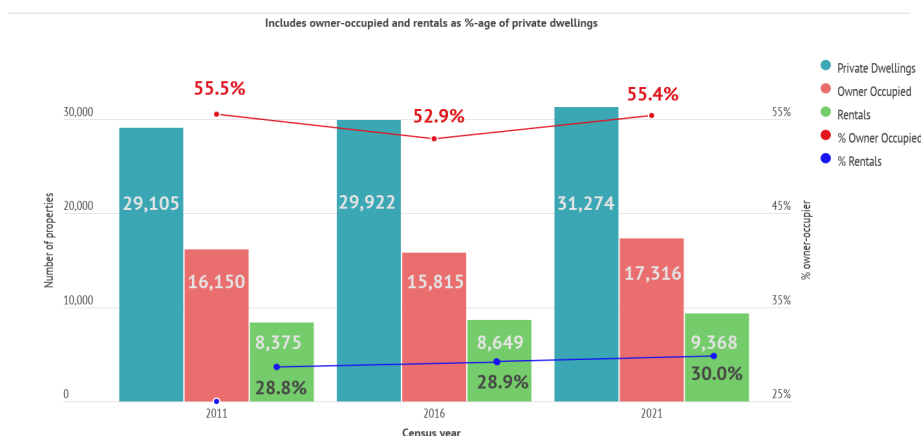


Figure 1 Baseline analysis: dwellings and rentals, 2011-2021. 'Rentals' includes both long-term and short-term rentals.

Council Motion Question 3

Question 3: *Identify the number of whole property short term accommodation licences that have been issued by Council since 2019.*

Response:

In order to host short stay and visitor accommodation in Launceston a property owner must attain a planning permit from the City of Launceston, unless the property is on 'home-sharing' exemption or has existing use rights. The City of Launceston has granted 225 Permits since the *Short Stay Accommodation Act 2019* came into effect, as shown in Table 1. It should be noted that once they are commenced a Planning Permit will not expire for a Short Stay Accommodation use.

Calendar year	Permits issued
2019	87
2020	39
2021	57
2022	42
Total	225

Table 1 Planning permits issued since 2019 - City Development Data

Council Motion Question 4

Question 4: Review the actual number of whole of properties and short term rental properties that currently exist in the short-term rental marketplace in the City of Launceston Council area on the various short term rental platforms

Response:

There are 31,274 private dwellings within the Launceston Local Government Area (LGA) as reported by census 2021 data.

In order to understand the complete picture of the housing market within Launceston it needs to be understood that there are a high number (2,315) of unoccupied dwellings, which consist of:

- All usual residents away from their dwelling on Census night;
- Unoccupied dwellings in self-contained retirement villages; and
- Non-residential premises and construction sites may have dwellings that are not habitable but are identified as unoccupied private dwellings.

There were also 1,042 dwellings which were categorised as 'Other tenure' which consists of:

- Tenure type not stated (560 dwellings); and
- Rent-free dwellings (482 dwellings), occupied under life tenure schemes and 'other tenure type(s)'.

Figure 2 shows a breakdown of these dwellings by tenure type.

Number of owner-occupied, unoccupied, rentals and short-term rental properties 2021

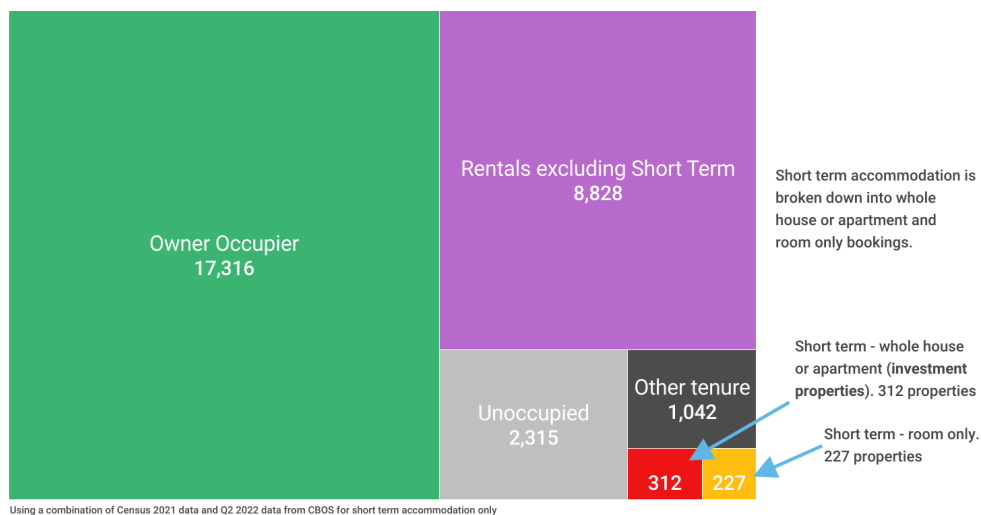


Figure 2 Dwellings broken down by owner-occupied, unoccupied, rentals and short-term rentals

Under the SSA Act, data is collected by CBOS and supplied in two forms: summary information which has been cleaned and deemed more accurate, and detail information which is less accurate (there are duplicates), but does have some location

data which we have used to create representative maps of short stay accommodation. We have been in contact with CBOS requesting locations of the summary data, which would allow accurate maps to be created, but at the present time they are unable to do this, hence our maps are only indicative of the location of short stay accommodation.

From the Q2 2022 summary data provided by CBOS, there are 551 short term accommodation dwellings within Launceston LGA, of which 312 are not the owner's primary residence, in other words, an investment property. This corresponds to 1% of all private dwellings.

Using the Q1 2022 detail data from CBOS, approximately 39% of short stay accommodation listings are in central Launceston, and significantly fewer listings in suburban areas (refer Figure 3). Of particular note is the high proportion of listings (10%) in Invermay. Anecdotally, this data includes listings that are no longer available on the platform.

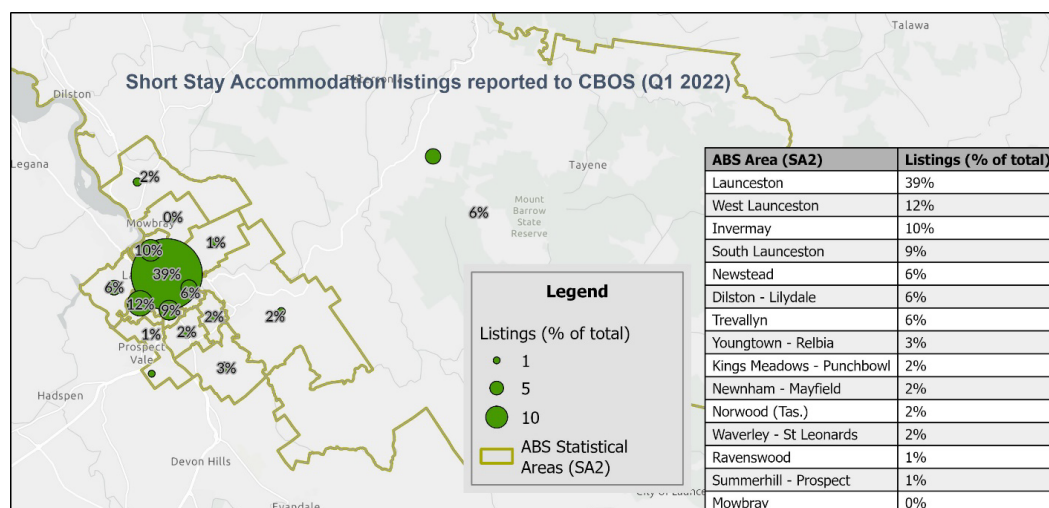


Figure 3 The CBOS detail data reported by Short Stay Accommodation providers on a map of Launceston (figures are approximate)

Short stay accommodation providers and other websites provide additional data, outside the scope of CBOS, and based on real usage of the short stay dwelling. For example, from one of these sites, insideairbnb.com, we determined that 80% of short term rentals were for full homes/apartments, and it is reasonable to assume that this is the case for other short stay rental providers.

Figure 4 is a representation of the insideairbnb.com data with a breakdown between entire home/apartment and room rentals for Launceston, showing the differing ratios by suburb.

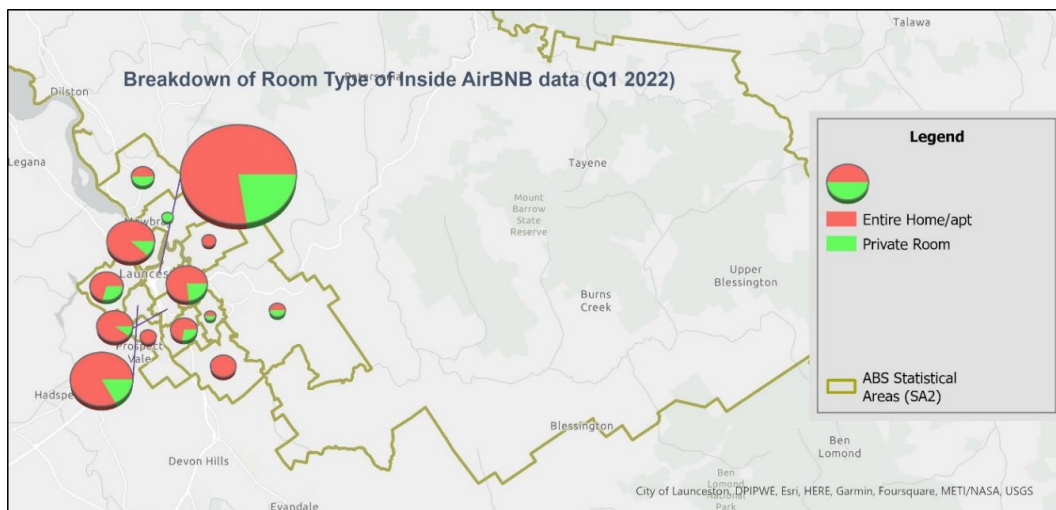


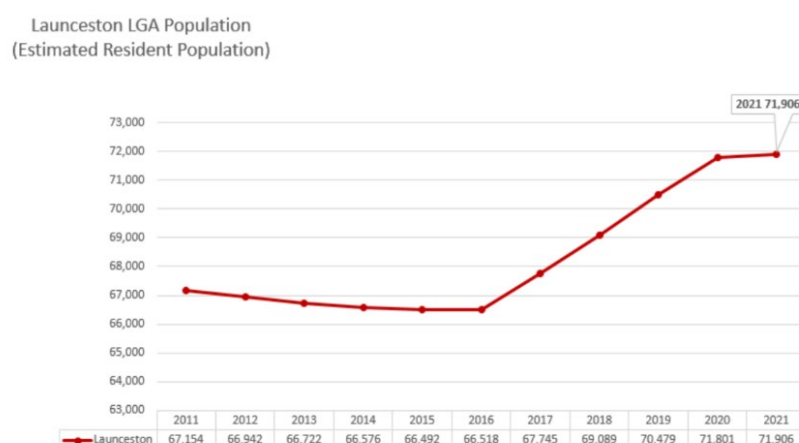
Figure 4: insideairbnb.com data of breakdown of rental type (whole home/apartment) vs private room on a map of Launceston

It is difficult to establish exact figures for the number of short-term rental properties from all providers, but the Council's internal research on the Airbnb and Stayz websites returned a figure of 623 properties whilst CBOS data gave a total of 551 properties. This highlights the difficulty in providing such figures.

It is also currently very difficult to track the number of long term rentals that transition to short stay accommodations and more transparent data is required to be provided on short stay accommodations and the interactions on the long-term rental market.

Launceston's Growth

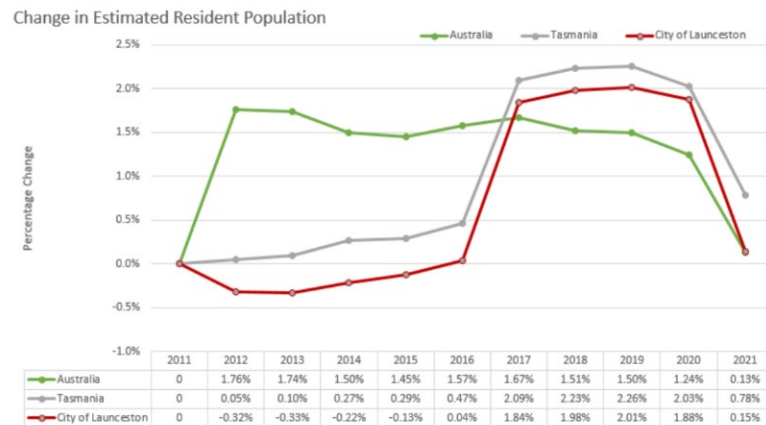
The estimated Resident Population (ERP) figures are released yearly at the end of June. In 2022 the ERP for Launceston LGA was 71,906. The 2021 census was on 10 August and gave a figure of 70,055.



Source: Australian Bureau of Statistics, Regional Population Growth, Australia (3218.0)

Figure 5: Launceston LGA Population Growth

The percentage change in Estimated Resident Population shows Launceston's population has increased by 7.5% since 2016, outperforming Australia as a whole, but not Tasmania generally.



Source: Australian Bureau of Statistics, Regional Population Growth, Australia (3218.0)

Figure 6: Change in Launceston LGA Resident Population

The City of Launceston's 2022 State of the City Report shows that while Launceston's municipal population has increased 4.5% since 2020 the city's rental vacancy rate has plummeted to just 0.8 per cent in the June 2022 quarter, according to figures from the REIT.

The city's real estate market is proving to be a mixed bag, with Launceston's median house price rising to \$585,000 according to the REIT.

The median rent on a three bedroom property is now \$450 a week which is 12% higher than it was just a year ago.

The figures show that only two out of every 250 rental properties in the Launceston LGA was available to rent.

Overall, in 2022 there are 31,274 private dwellings in the city, with an average of 2.3 people living in each household, with an average of 1.8 vehicles per residence.



Figure 7: Launceston Housing Data

Local Economic Impact of Short Stay Accommodation

The Tasmanian Accommodation Snapshot 2022 from Tourism Tasmania (PDF file: <https://www.tourismtasmania.com.au/siteassets/documents/accommodation-snapshots/2022-09-accommodation-snapshot-ye-june-2022.pdf>) drew attention to occupancy rates for short stay accommodation and found that although there were 89,900 nights of accommodation available in the Launceston LGA, the demand was 59,400 nights or an occupancy of 66% with an estimated revenue of \$12.9m (a 44% increase on the prior year). This short-term occupancy of 66% was the highest in Tasmania. It is worth noting that this higher occupancy of short stay accommodation is in part due to an 11% reduction in short stay accommodation stock over the same period.

The commercial accommodation market for Launceston City and the Northern region has an average annual occupancy rate of 72% to June 2022, although this is anticipated to be higher in the next reporting period. This generally means there are beds available for visitors throughout most of the year. During the peak season (December to March) when commercial accommodation occupancy is at times greater than 90%, the short stay accommodation market plays an important part in ensuring visitors have accommodation options available, especially for major events.

The short stay accommodation sector contributes some \$12.9m to the local tourism industry, which in 2021 was valued at \$324.2m. Tourists and renters are non-overlapping populations with distinct needs, and traditionally, non-overlapping markets have catered to these populations.

Discussion

Launceston's high population growth has added pressure on our housing market, while the city is also experiencing decreasing household size, with one and two person households now accounting for over 50% of all households. This means that more houses are required for the current population regardless of growth. Additionally, the

median house price has doubled for central and the balance of Launceston between 2013 and 2021. Housing affordability is declining rapidly across all sectors.

Launceston can now be classified as one of the most expensive rental housing markets in Australia. From the recent Examiner news article "Rental stress creeping into Launceston and regions as Job Seekers spent 59% of income on rent" <https://www.examiner.com.au/story/8000616/rental-stress-in-launceston-as-caps-on-rent-rises-called-for/>. The median Launceston renter spends \$450 per week for a three-bedroom home, rents have increased 12% in the last year and rental availability is 0.8%. This rental situation affects all individuals, such as job seekers who pay up to 59% of their income to maintain a roof over their heads, compared to single seniors who pay 35% of their income, a pensioner couple who pay 31%, and single part-time worker parents who pay 41% of their income (<https://www.tomorrowtogetherlaunceston.com.au/state-of-the-city-2022>).

Determining the impact that short stay accommodation on the city's rental market is not a straight forward proposition as there are a number of influencing factors which must be considered.

The City of Launceston has granted 225 short stay accommodation planning permits since the SSA Act came into effect in 2019.

Overall, the short stay accommodation market of 551 properties constitutes under 2% of the available residential market of 31,274 properties. This reduces to 1% when only whole houses or apartments are considered.

Approximately 312 of the short stay accommodations which operate in the City of Launceston are for whole homes or apartments.

The proportion of rental to overall private dwellings has remained at around 29-30% over 11 years, in spite of a 9.1% increase in private dwellings from 2016 to 2021. Importantly, short stay accommodation has not grown much faster than either private dwellings or rental dwellings. The ratios across all three have been stable for some time, all growing together. Crucially, this means that the residential rental market has grown fast enough to offset any that are converting to short stay accommodation.

Accordingly, as formalised whole house or apartment short stay accommodations accounts for less than 1% of all dwellings and around 3.1% of all rented dwellings, it is not considered that short stay accommodation is a major driver of the housing stress which is being experienced within the City of Launceston. There has been enough new rentals added to the market within Launceston to offset the loss of whole houses and/or apartments to short stay accommodation. It is clear therefore, that much of the issue is being caused by demand that is currently outstripping supply, which is why the Council has placed so much emphasis on regional land use planning and new residential land over the last few years.

The City of Launceston has a series of agreed strategies to provide housing over the next 20 + years. This can be summarised as:

1. Up to approximately 2,000 houses in the development south of the city. Currently in an advanced state of preparation.

2. St Leonards Growth Corridor. A structure plan for approximately 3,500 lots. Preliminary concept plans prepared.
3. Alanvale. Approximately 450 lots. Concept structure plan prepared to round off the Alanvale suburb.
4. The Green. 600 Lots of mixed tenure housing development between Rocherlea and Mowbray.
5. Housing Supply Orders for 211 lots at Techno Park and Wildor Crescent.
6. Encouragement for inner city residential, higher density development around activity centres and infill.

These proposals are either approved, being approved or consistent with adopted strategic documents including the Greater Launceston Plan and the Northern Region Land Use Strategy.

These proposals equate to a potential for approximately 7,500 residential lots. The likely number of houses may be 25% higher factoring in multiple dwellings or the likelihood of decreasing lot sizes over time.

The long term average demand for dwellings in the City of Launceston is approximately 200-250 per year. The planned development pipeline is therefore sufficient for at least 40 years, longer if the city is successful in encouraging/ facilitating infill development.

The problem of housing supply currently being experienced have not been generated by lack of feasible and strategically aligned options for development, but by an inability to bring land to the market in a timely and predictable way.

The strategic planning for new development and corresponding infrastructure on the scale outlined above need a co-ordinated and aligned approach.

Conclusion

It is very clear that the Council needs to continue or even accelerate its efforts to create additional residential land within the City of Launceston. The question is whether the Council needs to regulate against any acceleration of the short stay accommodation market? At current formalised levels, there does not appear to be a compelling need to regulate the market as it is not having a significant impact on the Launceston rental market, while at the same time it is making a positive contribution to the local economy. This said, however, experience in other localities has demonstrated that there is real potential for short stay accommodation to increase to a level whereby it can adversely impact upon the local rental market.

Further Considerations for Discussion

The short stay market is now a relatively mature part of the accommodation market with the potential for future growth. In that context a factor that needs consideration is that of equity, as accommodation providers such as bed and breakfasts, hotels and motels, caravan parks (etc.) are paying additional rates in recognition of the increased level of service required for these businesses. Short stay accommodation providers

are currently not paying any additional rates to operate these businesses within their residential dwellings. In the interests of equity with these existing visitor accommodation businesses the Council could consider introducing a differential rate for short stay accommodation providers, which would also serve to prevent a saturation of the short stay accommodation sector occurring within the city of Launceston. By appropriately rating these businesses it would decrease the margins which would cause the owners of dwellings used as short stay accommodation to consider returning their residences to the local rental market.

It has been established by the LGAT that Tasmanian Councils have the legal ability to introduce a differential rate for short stay accommodations, however, there is no single clear basis for such a rate. For instance, is it appropriate to apply a differential rate to a short stay accommodation on the basis of them having a planning Permit (or existing use rights), even though they may or may not operate? In determining to rate short stay accommodation premises the Brisbane City Council determined that an entire property must have been available for use as a short stay accommodation for more than 60 days a year, which does present obvious regulatory burdens for the Council. Accordingly, it is recommended that the Council investigate a suitable approach for rating short stay accommodations that operate within the City of Launceston.

The other issue that this paper has identified is the large number of unoccupied dwellings within the City of Launceston, as illustrated by the last census. This issue has been highlighted in recent media reports which, utilising de-identified TasWater service usage data, identified that 1,192 dwellings were empty in Launceston during 2021 (www.examiner.com.au/story/808074/shocked-empty-houses-leaves-tasmania-behind). This has led to calls being made for an empty homes levy to be introduced in Tasmania by organisations such as the Tenant's Union of Tasmania. The Victorian Government introduced a vacant residential land tax in 2018 for homes left unoccupied for more than six months of the previous calendar year within 16 Melbourne-based Council areas. The tax is charged annually and is calculated at 1% of the properties capital investment value. The purpose of the tax is to increase the availability of housing in many of Melbourne's middle and inner suburbs. While the Tasmanian Government has ruled out such a move there would be merit in the Council requesting the Local Government Association of Tasmania (LGAT) to investigate and report on the implementation of a similar tax within the State from a Local Government perspective.

Recommendations

That the Council:

1. Ask the Chief Executive Officer to investigate the introduction of a differential rate for short stay accommodation providers in Launceston and provide options for the Council to consider;

2. Lobby the State Government to require more transparent data to be provided on short stay accommodations and the interactions on the long-term rental market. Specifically, it must be easier to track the number of long term rentals that transition to short stay accommodations;
3. Prioritise actions to create additional residential land within the City of Launceston;
4. Continue to monitor the City's rental market with a specific focus on the number of short stay accommodations that are available within Launceston; and
5. Request the Local Government Association of Tasmania (LGAT) to investigate and report on the implementation of a vacant residential land tax for unoccupied homes within the State.

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<https://www.tomorrowtogetherlaunceston.com.au/state-of-the-city-2022>

<https://www.examiner.com.au/story/808074/shocked-empty-houses-leaves-tasmania-behind>

<https://www.cbos.tas.gov.au/topics/housing/short-stay-accommodation-act>

<http://insideairbnb.com/>

<https://www.tourismtasmania.com.au/siteassets/documents/accommodation-snapshots/2022-09-accommodation-snapshot-ye-june-2022.pdf>

<http://data.insideairbnb.com/australia/tas/tasmania/2022-09-07/data/listings.csv.gz>

<http://data.insideairbnb.com/australia/tas/tasmania/2022-06-05/data/listings.csv.gz>

<http://data.insideairbnb.com/australia/tas/tasmania/2022-03-08/data/listings.csv.gz>

Attachment 1 - City of Launceston Motion

'That Council requests the Chief Executive Officer to investigate and review the growth of short-term accommodation rental properties in the City of Launceston area and report back to Council in a timely manner after the election has been completed. The report should consider, but not be limited to, the following:

1. undertake a baseline analysis of 2011 and 2016 census data to establish the number of dwellings in the City of Launceston that are owner occupied and the number that are rented long term, in both actual numbers and as a percentage of the market, for each of these two census periods.
2. compare this data with similar data from the 2021 census, including identifying the number of new dwellings built and occupied between 2016 and 2021.
3. identify the number of whole of property short-term accommodation licences that have been issued by the Council since October 2019 after the declaration of the Short-Term Accommodation Act of 2019 by the Tasmanian State Government.
4. review the actual number of whole of properties and short term rental properties that currently exist in the short-term rental marketplace in the City of Launceston Council area on the various short term rental platforms.
5. investigate and, if it is found to be warranted, make recommendations on what options exist for the City of Launceston Council to help slow, stop or even reverse the trend of existing long-term rental properties being migrated to short-term rental accommodation properties.'

19.2. Northern Tasmania Development Corporation

FILE NO: SF2367/SF3532

CHIEF EXECUTIVE OFFICER APPROVAL: Michael Stretton

DECISION STATEMENT:

This report is to consider a revised suite of governance documents for the Northern Tasmania Development Corporation.

PREVIOUS COUNCIL CONSIDERATION:

Strategic Planning and Policy Committee - 20 May 2013 - Northern Tasmania Development

Development - Three Year Funding Commitment Workshop - 6 June 2016 - New Northern Tasmania Development Corporation

Tasmania Development Organisational Model Workshop - 13 February 2020 - Northern Tasmania Development Corporation Draft Members' Agreement

Council - 5 March 2020 - Agenda Item 20.1 - Endorsed the Northern Tasmania Development Corporation Members' Agreement 2020/2023

Workshop - 3 February 2022 - Northern Tasmania Development Corporation

Workshop - 17 February 2022 - Northern Tasmania Development Corporation

Workshop - 23 June 2022 - Regional Collaboration - Northern Tasmania Development Corporation

Workshop - 1 September 2022 - Northern Tasmania Development Corporation Governance

Closed Council - 5 October 2022 - Agenda Item 15.2 - Northern Tasmania Development Corporation

Workshop - 2 March 2023 - Northern Tasmania Development Corporation

RECOMMENDATION:

That Council endorses the following documents:

1. the Draft Northern Tasmania Development Corporation Members' Letter of Expectation (ECM Doc Set ID: 4865386);
 2. the revised Northern Tasmania Development Corporation Constitution (ECM Doc Set ID 4865389); and
 3. the Draft Northern Tasmania Development Corporation Member Agreement 2023-2026 (ECM Doc Set ID 4865391)
-

REPORT:

The Northern Tasmania Development Corporation (NTDC) is funded by seven Council Members to facilitate significant improvement in prosperity in the North and North-East Tasmania. The member Councils are as follows: City of Launceston, Northern Midlands, Meander Valley, Flinders, Break O'Day, George Town and West Tamar.

The NTDC was officially formed in February 2017. Prior to this time the entity was known as Northern Tasmania Development (NTD), which was established as an incorporated association in 2012 after being a not-for-profit organisation since 2004. Before that, the organisation was known as Region North.

The Councils of the Northern Region engage in a significant level of regional collaboration, particularly in the areas of land use planning, waste management, natural resource management, tourism, community planning and economic development. NTDC provides an effective means of achieving regional collaboration in respect to economic development and there is little doubt that the region would be impacted economically if the Councils did not engage and collaborate in an effective manner, particularly in respect to the identification of regional priorities for election advocacy.

With the Federal Government's stated emphasis on Regional Development Australia (RDA) having a greater role in its engagement with regions such as Tasmania, the NTDC will have an important role in terms of engaging with Northern Councils and advocating for the region to RDA as well as the State and Federal Governments.

The member Councils value the role that NTDC can play for the region and their expectations of the organisation are as follows:

- be the single voice for the region (representing collaborations of council);
 - to realise opportunities for financial and social prosperity;
 - to drive success focused on northern Tasmania;
 - to facilitate outcomes that benefit the region;
 - to be the voice for local government in the region; and
 - to tap into expertise.
-

At its Meeting on 5 October 2022, Council agreed to governance changes being made at NTDC to include the development of a member's letter of expectation as well as the amendment of the NTDC Constitution to incorporate a member's representatives group to improve the Council's oversight and engagement with the organisation.

Since this decision the following has occurred:

1. a Letter of Expectation for NTDC (Attachment 1) has been developed to provide for issues such as (but not limited to) the appointment, setting of terms, remuneration, suspension and dismissal of directors; the establishment of requirements for reporting by the Board to the representatives; reporting to Member Councils and the approval of the guiding documents for the NTDC Board;
2. the NTDC Constitution (Attachment 2) has been amended to incorporate a Representatives Group; and
3. A Draft Member Agreement 2023-2026 (Attachment 3) has been developed to incorporate the Members group as well as enhanced reporting obligations.

The above documents are in accordance with Council's decision of 5 October 2022 and it is, therefore, recommended that they be endorsed.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Economic Impact: NTDC is tasked with validating and actioning the valuable strategic planning work that has been undertaken in recent years to underpin effective and sustainable economic transition in Northern and North-East Tasmania whilst continuing to place the importance of education and health in our communities. This means finding ways to continually boost economic output, increase investment, create more jobs and to raise average wage levels.

While Launceston has a large and central role in the Northern region economy, we are heavily reliant on the broader region to facilitate that economy and collaborative efforts around enabling infrastructure, labour and primary production amongst other aspects of economic development. NTDC brings the opportunity to do this both collaboratively and strategically to underpin the collective economic prosperity of the City and Region.

Social Impact: NTDC plays a valuable role in contributing and encouraging unified regional leadership, through co-operation and co-production with the member Councils, Stakeholders and Government agencies. Its focus is to link businesses with growth potential to government programs and facilitate the skill development requirements across all priority sectors. It also supports projects aligned to our regional strengths wherever possible to progress and succeed.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 1: We connect with our community and our region through meaningful engagement, cooperation and representation.

10-Year Goal: To seek out and champion positive engagement and collaboration to capitalise on the major opportunities and address the future challenges facing our community and region.

Focus Areas:

3. To advocate and collaborate to enhance regionally significant services and infrastructure for the benefit of our communities.

Strategic Priority 2: We facilitate prosperity by seeking out and responding to opportunities for growth and renewal of our regional economy.

10-Year Goal: To have realised opportunities that grow and sustain our economy and foster creative and innovative people and industries.

Focus Areas:

1. To actively market the City and region and pursue investment.

Strategic Priority 4: We value our City's unique identity by celebrating our special heritage and culture and building on our competitive advantages to be a place where people choose to live, work and visit.

10-Year Goal: To sustain and promote Launceston as a unique place to live, work, learn and play.

Focus Areas:

1. To promote and enhance Launceston's rich heritage, culture and natural environment.

Greater Launceston Plan

City of Launceston Economic Development Strategy - 2022-2026

BUDGET AND FINANCIAL IMPLICATIONS:

The Council has included its contribution to the NTDC in the Long Term Finance Plan and therefore, a decision to continue with NTDC will not have any budget impacts. There may be future pressures to increase Council contributions, however, this is not proposed at this time. The preference is that the NTDC leverage its Local Government contribution by sourcing grants and program funding from State and/or Federal Government sources.

DISCLOSURE OF INTERESTS:

The Chief Executive Officer has no interests to declare in this matter.

ATTACHMENTS:

1. Draft Northern Tasmania Development Corporation Members' Letter of Expectation [19.2.1 - 4 pages]
2. Revised Northern Tasmania Development Corporation Constitution [19.2.2 - 49 pages]
3. Draft Northern Tasmania Development Corporation Member Agreement 2023-2026 [19.2.3 - 30 pages]

**Northern Tasmania Development
Corporation**

**MEMBER COUNCILS LETTER
OF EXPECTATIONS**

Adopted by

Version 1 (26 August 2022)

PART 1 – INTRODUCTION

1. Preamble

- 1.1. This Letter is issued by the member Councils of Northern Tasmania Development Corporation . This Letter operates until it is amended or replaced in accordance with the procedures outlined in this document and the Company Constitution.

2. Purpose

- 2.1. This Letter gives the Board of the Corporation guidance in relation to the member Councils' high-level performance expectations and strategic priorities, including (but not limited to) the appointment, setting of terms, remuneration, suspension and dismissal of directors; the establishment of requirements for reporting by the Board to the representatives; reporting to Member Councils and the approval of the guiding documents for the NTDC Board.

3. Interpretation

- 3.1. Subject to Section 3.2, terms used in this Letter are defined in Schedule A.
- 3.2. Except where the context makes it clear that a rule is not intended to apply:
- 3.3. Terms defined in the *Company Constitution of Northern Tasmania Development Corporation Limited and the Members Agreement between member Councils and Northern Tasmania Development Corporation Limited* (as amended from time to time) have the same meaning in this Letter.
- 3.4. Whenever this Letter requires the Corporation to "develop" something, the Corporation shall be taken to have complied with that obligation if it has already developed the item before this Letter commenced.
- 3.5. Where this Letter sets out expectations in relation to the provision of information, the Corporation shall forward such information to the member Councils' Representative, the Mayors (where the member Councils' Representatives are not also the Mayors) and the General Managers (unless otherwise specified in this document).

PART 2 - GENERAL

4. Guiding Principles

- 4.1. The Guiding Principles for the Corporation are that it:
 - Operates within relevant legislative and statutory obligations and has systems and processes to support and report on these obligations
 - Fulfils the principal objectives under the *Company Constitution*
 - Maintains long-term financial sustainability while meeting the other Guiding Principles
 - Is delivering value to the members in accordance with guiding documents which is recognised by the members. It is expected that the Corporation will:
 - Be a single voice for the region (representing collaborations of council)
 - Realise opportunities (financial and social prosperity)
 - Drive success focused on Northern Tasmania
 - Facilitate outcomes that benefit the region
 - Tap into available expertise

PART 3 – GOVERNANCE

5. Shareholders' Letter of Expectations

- 5.1. The member Councils expect that the Board will abide by this Letter unless to do so would create a risk of breaching the *Company Constitution*, the *Corporations Act 2001* (Cth), directors' duties, or any other statutory or regulatory obligation.
- 5.2. The Board will engage with the member Council Representatives Group in relation to the requirements of this Letter
- 5.3. The Board will advise member Councils' Representatives when the provisions of this Letter cannot be met.
- 5.4. The member Councils shall consult with the Board prior to amending or replacing this Letter.
- 5.5. The method of adopting, amending or repealing this Letter is determined in the Constitution.

6. Appointment of Chair and Directors

- 6.1. The member Council's would like to express their position in relation to required characteristics of the independent Chairperson:
 - Northern Tasmania local ideally (but not essential)
 - Someone aligned with NTDC values
 - Someone with profile
 - The skill to chair the Board plus be able to leverage other directors' skills/experience
 - Effective and respectful with the Chief Executive Officer of NTDC
 - Someone who will not play politics
- 6.2. The recruitment process for Chairperson will be as described in the Constitution and must include the member Council Representatives Group through:
 - 6.2.1. Inclusion of two (2) representatives on the Board Selection Committee to undertake the recruitment process.
 - 6.2.2. Provision of a recruitment report and recommendation to the member Council Representatives Group for consideration and a decision.
- 6.3. The recruitment process for Directors as described in the Constitution must include Council representation and the Chairperson on the Board Selection Committee.
- 6.4. The Chairperson must ensure that the appointment of a Director works to the betterment of the Board and member Councils

7. Board Performance

- 7.1. The Corporation will undertake an internal review on the performance of the Board and its committees annually and report to the Board Selection Committee prior to 30 June.
- 7.2. Each year, the Board Chairman shall discuss with the Board Selection Committee Chair any concerns about the contribution of individual directors and/or the need to change the skills mix of the Board.

8. Financial and Resourcing Strategy

- 8.1. The Board, in conjunction with the member Council Representatives Group, will develop a Financial and Resourcing Strategy for the Corporation which reflects the strategic directions and priorities of NTDC.

9. Annual Operational Plan and Budget

- 9.1. The Board shall prepare and adopt prior to 31 July an Operational Plan and Budget annually to guide the activities and program delivery of the Corporation.
- 9.2. Member Councils will be provided with the proposed Operational Plan and Budget prior to adoption by the Board for consideration:
- 9.3. The proposed Operational Plan must be provided to member Councils by 1 July of the financial year to

which it relates.

- 9.4. Member Council's must provide feedback in relation to the proposed Operational Plan and Budget by no later than 15 July of the financial year to which it relates.
- 9.5. The Board will consider the feedback received and may or may not make changes to the proposed Operational Plan.

PART 6 – REPORTING

10.Member Engagement and Reporting Framework

- 10.1. The Board will arrange the following meetings each year, at a minimum:
 - 10.1.1. CEO addressing each council twice annually in person as well as the provision of regular NTDC newsletters
 - 10.1.2. Annual Reporting Meeting – to review the annual financial reports;
 - 10.1.3. Quarterly meetings with Representatives Group unless the Representatives Group decides to hold fewer meetings
- 10.2. The Board will provide a quarterly progress report on progress with delivery of the Annual Operational Plan within 30 days of the completion of each quarter.
- 10.3. Disclosures under the 'no surprises' continuous disclosure regime should be provided in the quarterly meetings unless the Board considers that a more timely disclosure is appropriate.

CONSTITUTION

NORTHERN TASMANIA DEVELOPMENT CORPORATION LIMITED

Corporations Act 2001

Company Limited by Guarantee

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1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Constitution:

- (a) "Act" means the *Corporations Act 2001 (Cth)*;
- (b) "Board" means the Board of the Company;
- (c) "Business Day" means a day on which banks are open for general business in the State other than Saturday or Sunday;
- (d) "Company" means the company to which this constitution relates;
- (e) "Company Secretary" means the person (if any) appointed to perform the duties of a company secretary of the Company;
- (f) "Constituent Documents" means:
 - (i) the Company Constitution of the Company;
 - (ii) any Members Agreement agreed by the Members of the Company;
 - (iii) any Board Charter;
 - (iv) any by-laws created by the Company under the Company Constitution; and
 - (v) any other document deemed to be a Constituent Document by the Company;
- (g) "Directors" means the director or directors of the Company acting as a body and where the Company only has only one director means that director;
- (h) "Effective Control" means the ability to exercise control over the decision-making of the relevant entity and, for a company, means holding at least 50% of the shares issued in the company or having 50% of the voting power for that company;
- (i) "Guarantee" means the obligation of the members to contribute to the assets of the Company on a winding up;
- (j) "Guarantee Amount" means the actual dollar amount of the Guarantee that each member agrees to pursuant to this Constitution, being the sum of ten dollars (\$10.00);

- (k) "Initial Member" means all of those persons or entities listed in the Schedule of Initial Members, who are the founding members of the Company;
- (l) "Member" means any person or entity recorded from time to time as a member in the Company's register of members;
- (m) "Member Representatives Group" means each Member's nominated representative from time to time;
- (n) "Related Corporation" means a company that is related to another company as related bodies corporate under the Act;
- (o) "Special Resolution" means:
 - (i) in respect of a resolution to be passed by the members, a resolution requiring 75% of votes from members entitled to vote on a motion in a general meeting
 - (ii) in respect of a resolution to be passed by the directors, a resolution requiring 75% of votes from directors voting on a motion in a directors meeting; and
- (p) "State" means the State or Territory in which the Company is incorporated.

1.2 Interpretation

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

- (f) Words:
 - (i) importing the singular include the plural and vice versa; and
 - (ii) importing one gender include other genders.
- (g) A reference to:
 - (i) any party or other person includes that person's successors and permitted assigns;
 - (ii) a statute, ordinance or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder;
 - (iii) this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;
 - (iv) a clause is a reference to a clause of this constitution;
 - (v) writing includes all means of reproducing words in a tangible and permanently visible form; and
 - (vi) a person includes a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental subdivision or agency, association, cooperative and any other legal or commercial entity or undertaking.
- (h) Where a party comprises two or more persons any obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party is deemed to include a reference to any one or more of those persons.

1.3 Name of the Company

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

1.4 Type of Company

The Company is a public company limited by guarantee.

1.5 Limited Liability of Members

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

1.6 Guarantee

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

1.7 Prospectuses

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

1.8 Objectives

The primary objectives of the Organisation are to:

- (a) provide pro-active, engaged and strategic regional economic leadership;
- (b) consolidate an agreed vision for the development, sustainability and prosperity of the geographic region that the Organisation's Members encompass;
- (c) implement a strategic economic action plan based on the Northern Regional Futures Plan framework or similar; and
- (d) to provide effective representation and advocacy to State and Federal Government and other stakeholders.

2. MEMBERSHIP

2.1 Members

The Members of the Company are:

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

2.2 Register of Members

- (a) The Company must establish and maintain a register of Members, which must contain all of the initial Members set out in the Schedule of Initial Members.
- (b) The register of Members must be kept by the Company Secretary, and must contain:

- (i) for each current Member:
 - A. full name of Member or joint-Members;
 - B. address of the Member, as last notified by the Member to the Company;
 - C. an alternative address, if any, nominated by the Member for the receiving of notices; and
 - D. the date that the Member was entered on to the register of Members; and
- (ii) for each person or entity who ceased being a Member within the previous seven (7) years:
 - A. full name of Member or joint-Members;
 - B. address of the Member, as last notified by the Member to the Company;
 - C. an alternative address, if any, nominated by the Member for the receiving of notices;
 - D. the date that the membership commenced; and
 - E. the date that the membership ceased.
- (c) The Company must give access to the register of Members to all current Members.
- (d) Information that is contained on the register of Members must only be used by the Company and, if accessed by any Member, by that Member, in a manner that is relevant to the interests or rights of the Members.

2.3 Eligibility to be a Member

A person or entity who:

- (a) supports the purposes and objectives of the Company;
- (b) is willing, by written deed, to become bound by this Constitution and any other written instrument or obligation purporting to bind the Members;
- (c) pays any application or subscription moneys for membership; and
- (d) is formally approved by the Board is eligible to become a member of the Company.

2.4 Application to Become a Member

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

- (a) wishes to become a Member of the Company; and
- (b) is willing and able to comply with all of the requirements of **clause 2.3**; and
- (c) expressly, will pay the Guarantee Amount if and when called upon to do so and paying any application money prescribed by the Company from time to time.

2.5 Consideration of Applications

- (a) The Board must consider an application for membership within a reasonable time of the application being received by the Company Secretary.
- (b) If the Board approves the application, the Company Secretary must, as soon as possible:
 - (i) enter the new Members onto the register of members;
 - (ii) notify the new Member in writing that the application has been successful, including notifying the Member of the date on which the Member's name was entered onto the register of Members; and
 - (iii) provide a receipt to the new Member for any application money paid by the new Member.
- (c) If the Board rejects the application, the Company Secretary must inform the applicant accordingly, but the Company is not required to give reasons for the rejection.
- (d) For the avoidance of doubt, any defect in the application or approval process does not invalidate the approval of a new member as a Member and if so approved, the Member agrees to each of the matters set out in **clause 2.3**.

2.6 When a Member Becomes a Member

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

2.7 When a Member Ceases to be a Member

- (a) An entity immediately ceases to be a Member of the Company if that entity:
 - (i) is wound up or dissolved (whether voluntarily or otherwise);
 - (ii) resigns as a Member;

- (iii) is expelled by the Board for any reason; or
 - (iv) does not respond within three (3) months to a written request by the Company Secretary to the Member to confirm the Member's intention to remain as a Member.
- (b) For the avoidance of doubt, resignation of membership does not invalidate any fees payable nor any agreement to pay fees by that Member.

2.8 Dispute Resolution for Members

- (a) The dispute resolution procedures set out in this **clause 2.8** apply to any dispute (disagreement) in relation to this Constitution or other written instrument to which Members are bound between a Member or a Director and:
 - (i) one or more Members;
 - (ii) one or more Directors; or
 - (iii) the Company
- unless any other dispute resolution procedure exists in a written instrument that binds the Members that purports to supersede or take priority to this clause 2.8, in which case that procedure must apply.
- (b) A Member must not commence any dispute resolution procedure in relation to any matter that is the subject of a disciplinary proceeding under **clause 2.9** unless and until that disciplinary proceeding is completed in full.
 - (c) Any party that has a dispute with another party that is subject to this dispute resolution procedure must give a written notice ("a Dispute Notice") of that dispute to the other party. A Dispute Notice must include:
 - (i) a general description of the dispute;
 - (ii) a statement as to how or why the notifying party believes the dispute to be a dispute;
 - (iii) a proposal or request to the other party about how the dispute can be satisfactorily resolved; and
 - (iv) notice of the party alleging the dispute, including preferred contact details and the signature of that party.

- (d) A party receiving a Dispute Notice must, in good faith, make all reasonable attempts to resolve the dispute directly with the notifying party within fourteen (14) days of receiving the Dispute Notice.
- (e) If the dispute is not resolved satisfactorily within the time period allowed under **subclause (d)**, either party may, within a further fourteen (14) days, refer the matter to the Board ("a Referral Notice") and if no referral is made by either party, the dispute is deemed to be resolved.**(f)** If the Board receives a Referral Notice, the Board may:
 - (i) appoint one or more of the Directors to act as mediators to the parties in dispute; or
 - (ii) in the case of a dispute with the Board, appoint an external mediator.

The appointed Directors, as mediators, or the independent mediator, must set a date for mediation within thirty (30) days of receiving a Referral Notice and the parties must, in good faith, attempt to settle the dispute by mediation. If for any reason a mediator cannot be appointed reasonably, either party may ask President of the Law Society of the state in which the Company is incorporated, to appoint an independent mediator. All costs of an independent mediator must be shared equally by the parties, but otherwise the parties must bear their own costs of and incidental to the mediation.

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

2.9 Disciplinary Action for Members

- (a) The disciplinary procedures set out in this **clause 2.9** apply to all Members and the Board unless any other disciplinary procedure exists in a written instrument that binds the Members that purports to supersede or take priority to this **clause 2.9**, in which case that procedure must apply.

- (b) Any Member or Director may make a complaint to the Board about any other Member or Director in respect of conduct that:
 - (i) is in breach of this constitution or any other written instrument that is binding on the members;
 - (ii) is objectionable or unbecoming of a Member;
 - (iii) brings, or is likely to bring, the Company into disrepute;
 - (iv) causes, or is likely to cause, injury, loss or damage to the Company; or
 - (v) is illegal.

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

- (c) Any party that wishes to make a complaint about another party must give a written notice ("a Complaint Notice") to the Board. A Complaint Notice must include:
 - (i) a general description of the complaint, including sufficient detail to make out the alleged facts;
 - (ii) a statement as to how or why the notifying party believes the complaint to comply with **subclause (b)**;
 - (iii) notice of the party making the complaint, including preferred contact details and the signature of that party.

- (d) Upon receipt of a Complaint Notice, the Board must:
 - (i) provide written confirmation to the party making the complaint, including providing a copy of this **clause 2.9**, that the complaint has

been received and will be considered under the terms of this **clause 2.9**; and

- (ii) consider the complaint at the next meeting of the Board.

If the complaint is made against one or more of the Directors, those Directors must be excused from the proceedings of the Board for that purpose, and the balance of the Directors of the Board may consider the complaint as a sub-committee of the Board, and no quorum provisions are deemed to apply. In the alternative, the Board may appoint an independent panel and may refer the complaint to that panel to be considered.

- (e) For the avoidance of doubt, any costs of appointing an independent panel, and the discharge of that panel's tasks are to be paid by the Company, but the Company is entitled to seek reimbursement from the party making the complaint if the complaint is found, objectively, to be frivolous or vexatious.
- (f) In considering any complaint, the Board, or the panel appointed:
 - (i) must act reasonably in all regards, and in a timely way;
 - (ii) may undertake whatever investigations and enquiries it thinks fit;
 - (iii) may hear from the complainant or any other person in support of the complaint;
 - (iv) is not required to follow the ordinary rules of evidence; and
 - (iv) must allow the person who is the subject of the complaint to be heard, along with any other witnesses that the person the subject of the complaint may reasonably seek to have heard.
- (g) The Board, either on its own consideration or on the recommendation of the panel, may elect to:
 - (i) dismiss the complaint as frivolous and vexatious, with or without seeking reimbursement from the party making the complaint;
 - (ii) dismiss the complaint as being not sufficiently made out;
 - (iii) make no finding of culpability;
 - (iv) take no action at all;
 - (v) resolve to issue a warning to the member;

- (vi) suspend the member's rights as a member for a defined period of time not exceeding twelve (12) months at the discretion of the Board;
- (vii) expel the member; or
- (vi) refer the matter to appropriate civil or criminal law enforcement agencies.

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

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

3. MEMBERSHIP FEES

3.1 Application Fee

The Board is entitled to set, and change from time to time, an application fee for applicants who apply to become Members, provided that:

- (a) the application fee must not be changed more than once in any 12-month period;
- (b) the application fee charged to all applicants within that 12-month period must be the same;
- (c) the application fee amount may be set at nil;
- (d) the current application fee must be published by the Company on any website maintained by the Company and the Company must advise the

amount of the application fee to any person or entity upon reasonable enquiry; and

- (e) an applicant for membership must pay the application fee at the time that an application is made for membership; and
- (f) any application fee charged to and paid by an applicant to become a Member of the Company is non-refundable to the applicant, regardless of the outcome of the application.

3.2 Subscription Fees

The Board is entitled to set, and change from time to time, annual subscription fees to be paid by the Members, provided that:

- (a) the method of calculation of subscription fees for each Member must not be changed more than once in any 12-month period;
- (b) the Board may, in its absolute discretion, prescribe different rates of subscription between Members, taking into account the varying benefits which Members may enjoy by reason of the operations of the Company along with any other matter that the Board considers relevant;
- (c) the Board may, in addition, make any by-law concerning the calculation of subscription fees, which by-law is binding on the Members; and
- (d) the method of calculation of subscription fees may be incorporated within a Members Agreement.

3.3 Due Date for Payment of Subscription Fees

All annual subscriptions fees are due and payable, in advance, on 1 July in each year and are deemed to apply for the period from 1 July of the year in which the fee is paid to 30 June of the following year.

3.4 Application of Income

The Company must apply:

- (a) all application fees;
- (b) all annual subscriptions fees from Members; and
- (c) income earned from all other sources

to accomplishing the objectives of the Company, but also including the expenses of administration and conducting the ordinary business of the Company.

3.5 Consequences of Late Payment

If any annual subscription fee amount (whether in whole or in part) of a Member remains unpaid for a period of one calendar month after it becomes due and payable then the Board may do any one or more of the following:

- (a) suspend or restrict all membership rights of that Member;
- (b) send a notice to the Member requiring immediate payment;
- (c) enter into any reasonably arrangement with that Member to secure payment of the amount required to be paid; or
- (d) terminate the membership of the Member.

4. GENERAL MEETINGS

4.1 Convening Meetings

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

4.2 Notice of Meeting

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

- A. that the Member has a right to appoint a proxy;
- B. whether or not the proxy needs to be a Member of the Company;
- C. that a Member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise; and

- (v) include a valid proxy form for a Member to appoint a proxy.

4.3 Place of Meeting

The Company may hold a meeting of Members at two or more venues using any technology that gives the Members, as a whole, a fair and reasonable opportunity to fully participate in the meeting.

4.4 Annual General Meeting

- (a) The Company must call and hold an annual general meeting within five (5) months of the end of each financial year, in accordance with the Act.
- (b) The Members may request that other matters be considered at an annual general meeting and provided appropriate notice has been given, including matters contained in a Members Agreement, the Board must ensure such matters are given proper consideration.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1 Quorum

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

unless a quorum of Members is present when the meeting proceeds to business.

5.2 Proxies or Representatives in Quorum

In determining whether a quorum is present:

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

5.3 Adjournment for Lack of Quorum

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

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

5.4 Lack of Quorum at Adjourned Meeting

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

- (a) if the meeting was called by the Members, the meeting is dissolved; and
- (b) in all other cases, the Member or Members present are a quorum sufficient for the purposes of conducting that meeting.

5.5 Chair of General Meeting

- (a) The Chair, if any, of the Board will act as Chair at every general meeting of the Company (including the Annual General Meeting).
- (b) If:
 - (i) there is no Chair;

(ii) the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting; or

(iii) the Chair is unwilling to act;

the Members present may elect one of their number to be chair of the meeting.

5.6 Adjournment Generally

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

5.7 Conduct of General Meetings

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

5.8 Resolutions

- (a) Except in the case of any resolution that, as a matter of law, requires a special resolution, motions arising at a general meeting are to be decided by a majority of votes cast by the Members present at the meeting and any decision is, for all purposes, a decision of the Members.
- (b) Before a vote is taken the Chair must inform the meeting whether proxies have been received and how those proxies are to be cast.
- (c) A motion put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded.

5.9 Result on Show of Hands

On a show of hands, a declaration by the chair and entry in the minute book of the Company is conclusive evidence of the result. Neither the Chair nor the minutes need state the number or proportion of the votes recorded in favour or against the resolution.

5.10 Demand for Poll

- (a) A poll may be demanded on any resolution including the election of the Chair or the adjournment of a meeting.
- (b) A poll may be demanded by:
 - (i) at least three (3) Members entitled to vote on the motion;
 - (ii) Members with at least five (5) percent of the votes that may be cast on the demanding of a poll; or
 - (iii) the Chair.
- (c) A poll may be demanded:
 - (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (d) If a poll is demanded on a matter other than the election of the chair or the question of adjournment:
 - (i) it must be taken when and in the manner the chair directs;
 - (ii) any other business of the meeting can be transacted before the poll demanded is carried out; and
 - (iii) if directed by the chair of the meeting, there may be an interval or adjournment prior to the poll.
- (e) A poll on the election of the Chair or on the question of an adjournment must be taken immediately.
- (f) A demand for a poll may be withdrawn.

5.11 Votes of Members

At a meeting of Members of the Company, each person present who is a Member or a representative of a Member has:

- (a) only one (1) vote on a show of hands in respect of that Member's membership; and in respect of each other Member for whom that Member holds a valid proxy.
- (b)

5.12 Entitlement to Vote

No Member is entitled to vote at any general meeting unless all annual subscription fees have been paid in full to the Company, except as the Board or as the Members voting unanimously may have previously determined in respect of a poll.

5.13 Disallowance of Vote

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

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

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

5.14 No Casting Vote

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

6. REPRESENTATION OF MEMBERS

6.1 Appointment of Member Representative Group

Each Member that is itself a body corporate, or otherwise not a natural person, must nominate a natural person as that Member's authorised Member representative for the purposes of conducting and representing the interests of the Member to and with the Company. In this regard, the Member:

- (a) may nominate any person whom the Member chooses subject to the requirement that the Member representative must be approved by the Board, provided that if the Member has not made a nomination approved by the Board that the Member's representative is the Mayor of the Member;
- (b) may change the authorised representative from time to time as the Member may require;
- (c) must comply with any by-law or other directive set by the Company in respect of selecting and nominating representatives; and
- (d) must notify the Company as soon as practicable of the appointment of change of appointment of the authorised Member representative.

6.2 Role of Representative

For the avoidance of doubt, the Member's representative is a member of the Member Representative Group, and that appointment is to be distinguished from

the appointment of a proxy or attorney, in the sense that the duly appointed representative of a Member is a natural person representing the Member whereas a proxy or attorney is only to be used, as a proxy or attorney is ordinarily understood, when the Member or the appointed representative of the Member is not available.

6.3 Authority of Representative

Unless otherwise provided in the notice of appointment of a Member, the appointment is taken to confer authority on behalf of the Member to:

- (a) agree to a meeting being convened by shorter notice than is required by the Act or by this constitution;
- (b) speak on any proposed resolution on which the proxy, attorney or representative may vote;
- (c) demand or join in demanding a poll on any resolution on which the proxy, attorney or representative may vote;
- (d) even though the notice may refer to specific resolutions and may direct the representative how to vote on those resolutions:
 - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) to vote on any procedural motion, including any motion to elect the chair, to vacate the chair or to adjourn the meeting;
 - (iii) to act generally at the meeting; and
- (e) even though the notice may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.

6.4 Representation by Proxy or Attorney

- (a) Subject to this Constitution, each Member entitled to vote at a meeting of Members may vote:
 - (i) by proxy; or
 - (ii) by attorney.
- (b) A proxy or attorney may, but need not, be a member of the Company.

- (c) A proxy or attorney may be appointed for all general meetings, or for any number of general meetings, or for a particular general meeting.

6.5 Instruments Appointing Proxies or Attorneys

- (a) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument. Alternatively, the instrument may not, and is not required to, direct how the proxy or attorney must vote on any motion.
- (b) An instrument appointing a proxy or attorney need not be in any particular form, provided it is in writing, legally valid and signed by the Member or the Member's Representative appointing the proxy or attorney.
- (c) Subject to **clause 6.5 (d)** A proxy or attorney may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority under which the instrument is signed, or a certified copy of the authority are:
 - (i) received at the registered office of the Company, a fax number at the Company's registered office or at such other place, fax number or electronic address specified for that purpose in the notice calling the meeting before the time for holding the meeting or adjourned meeting or taking the poll (as the case may be);
 - (ii) in the case of a meeting or an adjourned meeting, tabled at the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (iii) in the case of a poll, produced when the poll is taken.
- (d) The directors may waive all or any of the requirements of **clauses 6.5 (c)** and in particular may, upon the production of such other evidence as the directors require to prove the validity of the appointment of a proxy or attorney, except:
 - (i) in an oral appointment of a proxy or attorney;
 - (ii) an appointment of a proxy or attorney which is not signed or executed in the prescribed manner; and
 - (iii) the deposit, tabling or production of a copy (including a copy sent by fax) of an instrument appointing a proxy or attorney or of the power of attorney or other authority under which the instrument is signed.

6.6 Validity of Representative's Votes

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

7. RESOLUTIONS WITHOUT MEETINGS

7.1 Written Resolutions

- (a) The Company may pass a resolution without a general meeting being held if all Members entitled to vote on the resolution sign a document containing a statement that the Members are in favour of the resolution set out in the document.
- (b) Separate counterpart copies of the document may be used for signing by Members if the wording of the resolution statement is identical on each counterpart copy.
- (c) The resolution is passed when the last Member signs, by reference to the date on which the counterpart copies are signed.
- (d) A Member may be deemed by the Board to have signed a document in accordance with this clause by e-mail (or other means) if that Member has at any time previously provided the Company with notice that the Member may use e-mail (or other means) to sign Company documents, and that notice contains the e-mail addresses and electronic signatures (if any) that the Member will use for this purpose, or any other information that the Company requires, as determined by the Board, to be able to identify the deemed signature as being that of the Member.

- (e) The receipt by the Company of a deemed signature of a Member which complies with the notice given by the Member in accordance with **clause 7.1 (d)** is conclusive evidence that the Member has assented to the relevant resolution.
- (f) The provisions of this clause do not apply to a resolution to remove the auditor.

7.2 Sole Member Resolutions

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

8. DIRECTORS: APPOINTMENT, ETC.

8.1 Initial Directors

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

8.2 Number of Directors

- (a) Unless otherwise determined by the Company in general meeting, the number of Directors will not be less than three (3) nor more than nine (9).
- (b) At least one (1) of the Directors must be an Australian resident and there must be an Australian resident Director of the Company at all times.
- (c) The Members may direct the Board as to the optimal number of Directors – currently the Members have directed the optimal number of Directors as 7.

8.3 Appointment of Directors

- (a) Subject to **clause 8.2**, the Board has power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing Directors.
- (b) Directors and the Chair are appointed for a term:
 - (i) usually matching the term of the Members' Agreement, but in any case;
 - (ii) of not less than two (2) years; and
 - (ii) not more than six (6) years.

- (c) Subject to appointment of Directors pursuant to **clause 8.4**, the Board must not appoint any Director unless a Board Selection Committee recommends appointment of that Director and that Committee includes:
 - (i) at least the Chair of the Company and one other Director appointed by the Board, or if there isn't a Chair of the Company, at least two Directors appointed by the Board; and
 - (ii) one representative of and nominated by the Member Representative Group.
- (d) The Chair of the Company is the Chair of the Board Selection Committee, unless the Board Selection Committee unanimously appoints an alternative Chair.
- (e) Interim Directors may be appointed for a term of less than two (2) years if there is less than two (2) years remaining on a current Members Agreement at the time of appointment.

(f) Directors may only be appointed for two (2) full terms, except that a Director who has already served two terms may be appointed as the Chair for a further term. **8.4**

Appointment of Directors by Sole Director

- (a) If, for any reason, the Company has only one Director at any given time, then that Director must appoint at least two (2) other Directors as soon as reasonably practicable, another director by recording the appointment and signing the record.
- (b) The Director must not act in any business of the Company except in exceptional or emergency circumstances.
- (c) All actions under this **clause 8.4** must be subsequently ratified by subsequent resolution of the Members in special general meeting.

8.5 Appointment and Removal of Directors by Company

- (a) Subject to **clause 8.2**, the Members of the Company may by resolution remove any Director and may by resolution appoint any person as a Director.
- (b) The Members may limit the term of Directors (including the Chair) on any reasonable condition, and can agree to proscribe criteria on which a Director's term automatically expires.

8.6 Vacation of Office of Director

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

- (a) becomes bankrupt;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (c) resigns by giving written notice to the Company at the Company's registered office;
- (d) has breached the attendance requirement in **clause 12.2 (b)**;
- (e) becomes prohibited from being, or otherwise ceases to be, a director by virtue of the Act; or
- (f) dies.

8.7 Skills-Based Board

- (a) The Company must appoint Directors and ensure that appointments are skills-based, including ensuring some of the Board have local government experience.
- (b) Selection criteria and the appointment process must be constructed to select potential Directors based on the skills required to implement the primary objectives of the Company, including and especially by reference to implementing the economic action plan based on the Regional Economic Development Strategy industry priorities of the Northern Region Futures Plan (or any document or plan that substantially replaces it).
- (c) Selection of Directors must consider diversity and the regional spread of geographic, social, cultural, thought and experience and moral influences.
- (d) The majority of Directors will ordinarily be highly experienced in the private and / or community sectors and will be independent of Members.
- (e) The selection and appointment of new Directors from time to time may create overlaps in skills and experience and the replacement of one outgoing Director does not necessarily have to be on a like for like basis.

8.8 Board Induction

- (a) The Board must ensure that newly appointed Directors are given an induction process that includes summary of the affairs of the Board and the Company.
- (b) Prior to newly appointed Directors attending their first Board meeting, the Board must ensure they receive:
 - (i) a copy of all of the Constituent Documents and other relevant legal governance documentation;
 - (ii) current and recent Board and committee minutes;

- (iii) contact details for other Directors and key staff;
- (iv) the current year's meeting schedule; and
- (v) access to meetings with the Chair, CEO and relevant committee chairs for a governance familiarisation (meetings may be held as a group session or with individuals).

9. DIRECTORS: REMUNERATION, ETC.

9.1 Remuneration of Directors

- (a) Each Director is entitled to be remunerated out of the funds of the Company as determined by the Company by resolution. Levels of remuneration are generally intended to reflect the extent of involvement in ensuring the success of the Company.
- (b) For the purposes of this constitution, the amount fixed by the Company as remuneration for a Director will not include any amount paid by the Company or related body corporate:
 - (i) to a superannuation, retirement or pension fund for a Director so that the Company is not liable to pay the superannuation guarantee charge or similar statutory charge; or
 - (ii) for any insurance premium paid or agreed to be paid for a Director under **clause 22.2**.
- (c) The remuneration of a Director:
 - (i) may be a stated salary or a fixed sum for attendance at each meeting of Board or both; or
 - (ii) may be a share of a fixed sum determined by the Company in general meeting to be the remuneration payable to all Directors, which is to be divided between the Directors in the proportions agreed between the Directors or, failing agreement, equally,and if it is a stated salary under **clause 9.1(c)(i)** or a share of a fixed sum under **clause 9.1(c)(ii)**, will be taken to accrue from day to day.
- (d) In addition to their remuneration under **clause 9.1(a)**, a Director is entitled to be paid all travelling and other reasonable expenses properly incurred by that Director in connection with undertaking the business and affairs of the Company, including attending and returning from general meetings of the

Company or meetings of the Directors or of committees of the Directors, accommodation and meal allowances.

- (e) If a Director renders or is called upon to perform extra services or to make any special exertions in connection with the affairs of the Company, the Directors may arrange for a special remuneration to be paid to that Director, either in addition to or in substitution for that Director's remuneration under **clause 9.1(a)**. For example, it is anticipated that the Chair and Company Secretary will be reimbursed at much higher rates than other Directors due to their extra commitment to the Company.
- (f) Nothing in **clause 9.1(a)** restricts the remuneration to which a Director may be entitled as an officer of the Company or of a related body corporate in a capacity other than director, which may be either in addition to or in substitution for that Director's remuneration under **clause 9.1(a)**.
- (g) The Directors may establish or support, or assist in the establishment or support of, funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or in respect of the Directors or former directors.
- (h) Unless otherwise resolved by the Company, the CEO will approve ordinary expenses of Directors, and the Chair will approve non-standard expenses (such as interstate travel and professional development). In the case of non-standard expenses of the Chair, the Board will approve any such expense.

10. POWERS AND DUTIES OF DIRECTORS

10.1 Management of the Company

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

10.2 General Powers of the Directors

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

10.3 Formation Costs

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

10.4 Power of Attorney

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

10.5 Negotiable Instruments

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

10.6 Minutes

- (a) The Directors will cause minute books to be kept in which the Company records within one (1) month:
 - (i) proceedings and resolutions of meetings of Members;
 - (ii) proceedings and resolutions of Directors' meetings (including meetings of a committee of the Directors);
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by the Directors without a meeting.
- (b) The Company Secretary will ensure minutes are recorded in accordance with legal obligations and with good practice for an organisation of the type and size of the Company.
- (c) Any powers of attorney granted under **clause 10.4** and any delegation of powers made under **clauses 12.6 and 12.9** must be recorded in the Company's minute book.

- (d) The Directors must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the Chair of the meeting or the Chair of the next meeting.
- (e) If the Company only has one (1) Director, that Director must sign the minutes of the making of any declaration or resolution by that Director within a reasonable time, not exceeding one (1) month, after the declaration is made.

10.7 Registers

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

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

10.8 Learning and Development

- (a) Directors must engage in ongoing learning and development. This may occur through attending specific conferences relating to key areas of regional specialisation, briefings at board meetings, governance-related forums, mentoring and reading of contemporary journals / articles, or through or by any other means that the Board reasonably thinks fit.
- (b) Directors may request specific training interventions, and any such requests need to be approved by the Chair in accordance with training budget and training needs.
- (c) In the case of the Chair requesting training interventions, they need to be approved by the Board in accordance with training budget and training needs.
- (d) The Company Secretary will maintain a register of Board training.

11. DIRECTORS INTERESTS AND DISCLOSURE

11.1 Holding of Other Offices in the Company

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

11.2 Directors' Interests

- (a) A Director is not disqualified from holding any office or place of profit (except that of auditor) in the Company or in any other company or entity in which the Company is a stakeholder or otherwise interested by virtue of being a Director of the Company.

- (b) A Director may contract with the Company either as vendor, purchaser or otherwise and no contract, agreement or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be avoided by reason of the Director being a party to that contract or agreement or arrangement.
- (c) No Director is liable to account to the Company for any profits arising from any office or place of profit or realised by any contract, agreement or arrangement by reason only of the Director holding that office or because of the fiduciary obligations arising out of that office.
- (d) Subject to **clause 11.2(e)**, a Director who is in any way interested in any contract, agreement or arrangement or proposed contract, agreement or arrangement may **not**:
 - (i) vote in respect of, or in respect of any matter arising out of, the contract, agreement or arrangement or proposed contract, agreement or arrangement; and
 - (ii) sign any document relating to that contract, agreement or arrangement or proposed contract, agreement or arrangement the Company may execute.
- (e) Subject to **clause 11.2(f)**, a Director who is in any way interested in any contract, agreement or arrangement or proposed contract, agreement or arrangement may, despite that interest be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract, agreement or arrangement or proposed contract, agreement or arrangement.
- (f) **Clause 11.2(e)** does not apply if, and to the extent that, it would be contrary to the Act.

11.3 Disclosure of Conflict of Interests

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

sub-clause (a) must be made at the first meeting of the Board held after the Director acquires the interest.

- (c) For the avoidance of doubt, the Director's obligation in this clause is ongoing and relates to potential conflicts in addition to existing and actual conflicts.

11.4 General Disclosure

- (a) A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 11.3** of a director's interest.
- (b) After a Director gives a general notice under **sub-clause (a)**, it is not necessary for that Director to give a special notice relating to any particular transaction with that firm or company.

11.5 Recording Disclosures

The Company Secretary is obliged to record in the minutes any declaration made or any general notice given by a director under **clause 11.3 and 11.4**.

12. DIRECTORS MEETINGS

12.1 Holding of Board Meetings

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

12.2 Frequency and Attendance

- (a) The Board must meet at least six (6) times per year, and can meet more often.
- (b) Directors are permitted to miss no more than 30% of scheduled meetings in any financial year without the prior consent of the Board.

12.3 Manner of Holding Meetings

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

- (b) A consent to use technology is deemed to be a standing consent and remains valid unless and until it is revoked by a Director.
- (c) A Director may only withdraw the Director's consent under this **clause 12.3** within a reasonable period before the meeting.

12.4 Quorum

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

12.5 Chair of Board Meetings

- (a) If the Company has a duly appointed independent Chair, that Chair is the deemed to be the Chair of all Board meetings.
- (b) If the Chair is not present, or is not willing or able to chair any Board meeting, the Directors may elect a Director to chair that Board meeting.
- (c) The Directors must elect a Director present at the meeting to chair a meeting, or part of it, if:
 - (i) the Chair is not present at the meeting; and
 - (ii) a Director has not already been elected to chair the meeting; and
 - (iii) a previously elected Chair is not available within 15 minutes after the time appointed for holding the meeting or declines to act for the meeting or the part of the meeting.

12.6 Delegation to Committees

- (a) The Board may establish advisory committees that regularly report to the Board and make recommendations for consideration where appropriate.
- (b) Each committee of the Board must have an approved documented charter which defines its objectives and responsibilities and reporting requirements.
- (c) Committees may co-opt skilled members from the private, community and local government sectors to assist with the work of the committee.
- (d) The appointment of a committee of the Board may be a standing committee or an ad hoc committee.
- (e) A committee must:

- (i) conform to any regulations that may be imposed on it by the Board in exercising the powers delegated by the Board; and
 - (ii) exercise the powers delegated to it in accordance with any directions of the Board.
- (f) The Board, with the approval of a majority of Members, may delegate any of the Directors' powers to committees consisting of some, but not all, of the Directors as the Board thinks fit and any delegation to a committee must be recorded in the minutes.
- (g) The effect of a committee exercising a power consistently with this clause is the same as if the Board exercised the power.
- (h) The Committee must regularly report to the Board.

12.7 Conduct of Committee Meetings

- (a) The Board may appoint a chair of any committee at any time.
- (b) A committee, subject to the Board's power to appoint in **clause 12.7(a)**, may elect a chair of its meetings. If no chair is elected, or if at any meeting the chair is not present within 15 minutes after the time appointed for holding the meeting, the members present at the meeting may elect one of their number to be chair of the meeting.
- (c) A committee may meet and adjourn as that committee thinks proper or necessary.

12.8 Votes at Directors and Committee Meetings

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

12.9 Delegation to Individual Directors

- (a) The Board may delegate any of its powers to one Director.
- (b) A Director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Board.
- (c) Acceptance of a delegation in this form may, if the Board so resolves, be treated as an extra service or special exertion performed by the delegate for the purposes of **clause 9.1(e)**.

12.10 Validity of Directors' Acts

An act done by a person acting as a Director or by a Board meeting or a committee of the Board attended by a person acting as a Director is not invalidated by reason only of:

- (a) a defect in the appointment of the person as a Director;
- (b) the person being disqualified to be a Director or having vacated office; or
- (c) the person not being entitled to vote

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

12.11 Written and Circular Resolutions – Multiple Directors

(a) If:

(i) all of the Directors, other than:

- A. any Director on leave of absence approved by the Directors;
- B. any Director who disqualifies themselves from considering the act, matter, thing or resolution in question on the grounds that they are not entitled at law to do so or has a conflict of interest; and
- C. any Director who the Board reasonably believes is not entitled at law to do the act, matter or thing or to vote on the resolution in question

assent to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and

(ii) the Directors who assent to the document would have constituted a quorum at a Board meeting held to consider that act, matter, thing or resolution.

then that act, matter, thing or resolution is to be taken as having been done at or passed by a Board meeting.

(b) Separate counterpart documents may be used for signing by Directors if the wording of the resolution and statement is identical in each counterpart copy.

- (c) A Director may be deemed by the Board to have signed a document in accordance with this clause by e-mail (or other means) if that Director has at any time previously provided the Company with notice that they may use e-mail (or other means) to sign Company documents, and that notice contains the e-mail addresses and / or electronic signatures (if any) that the Member will use for this purpose, or any other information that the Company requires, as determined by the Board, to be able to identify the deemed signature as being that of the Member.

- (d) The resolution is passed on that date on which the last Director signs.

12.12 Sole Director Resolutions

Subject always to **clause 8.4** if the Company has only one (1) Director, that Director may:

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

Recording and signing the declaration satisfies any requirement of the Act that the declaration be made at a Directors meeting.

12.13 Alternate Directors

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

- (a) if the appointing Director requests the Company to give the alternate Director notice of Board meetings, the Company must do so;
- (b) when an alternate Director exercises the Director's powers, the exercise of the power is as effective as if the powers were exercised by the Director;
- (c) the Company will not be required to pay the alternate Director any remuneration but the alternate Director must be reimbursed for expenses incurred as for other Directors under **clause 9**;
- (d) the appointing Director may terminate the alternate Director's appointment at any time; and
- (e) an appointment or its termination must be in writing, with a copy given to the Company.

12.14 Associate Directors - Appointment, Removal and Powers

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

- (b) The Board may fix, determine and vary the powers, duties and remuneration of any Associate Director.
- (c) An Associate Director has no voting rights at any Board meeting except by the invitation and with the consent of the Directors.

13 INDEPENDENT CHAIR

13.1 Independent Chair

- (a) The Board must appoint an independent Chair, who, when appointed, is to be one of the Directors of the Company ("the Chair").
- (b) The Chair must hold no other position of profit:
 - (i) in or for NTDC Limited (apart from as Chair); or
 - (ii) in or for any of the Members.
- (c) The Board, when considering appointing a Chair, will form a Chair Selection Committee consisting of:
 - (i) not less than two (2) members of the Board; and
 - (ii) two (2) representatives who are members of, and nominated by, the Member Representative Group.
- (d) The Chair Selection Committee must:
 - (i) interview candidates for the position of Chair and make recommendations to the Member Representative Group, giving that Group reasonable time to consider those recommendations; and
 - (ii) consider the prompt responses of the Member Representative Group then make recommendations to the Board.
- (e) The Board must not appoint a Chair without considering the recommendations of the Chair Selection Committee.

13.2 Independent Interim Chair

A director can be appointed as Interim Chair to undertake the role of Chair in a temporary capacity as required, by a majority vote of Directors.

13.3 Independent Chair Reviews

- (a) The Chair is responsible for facilitating the following reviews annually:
 - (i) Performance of the CEO;

(ii) Performance of Committees;

(iii) Performance of the Board; and

(iv) Performance of Directors.

(b) The performance of the Chair shall be reviewed by the Member Representative Group and facilitated by the Company Secretary, on the time schedule as determined by the Board, subject only to the right of Members to request a review of the Chair's performance annually.

13.4 Retirement of Chair

- (a) Upon the retirement (regardless of cause) of the Chair, the Board must advertise for a replacement independent Chair and the following provisions expressly apply.
- (b) The independent Chair may, subject to **clause 13.4 (d)**, serve for an additional term if agreed by the Members, otherwise the role will be re-advertised near to the end of the current term.
- (c) An existing Director must give notice to the Board as early as practicable of that Director's intention to seek appointment as the next Chair and must submit to the Board's agreed selection procedure. An existing Director who seeks to be appointed as Chair must not participate in any deliberations or voting in relation to the appointment of a new Chair
- (d) No person may serve as Chair for more than two (2) terms and no person may serve as Director and/or Chair for more than three (3) terms.
- (e) Notwithstanding the preceding provisions, an incumbent Chair is subject to removal by the Members under **clause 8.5** of the Constitution in the same way as all other Directors.

14. CEO

14.1 CEO, Appointment, Removal and Evaluation

The Board is responsible for appointing and removing the CEO, determining the remuneration and terms and conditions of appointment, and for monitoring and managing the CEO's ongoing performance.

14.2 CEO and Chair Working Relationship

On behalf of the Board, the Chair maintains a working relationship with the CEO in terms of day-to-day operations as needed and ensuring the Board's strategies, plans and decisions are implemented.

14.3 Appointment, Removal and Powers

The Board may revoke, withdraw, alter or vary:

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

14.4 Company Secretary to support CEO / Chair relationship

- (a) If the CEO has any concern or grievance with the Chair or the Chair's relationship with the CEO, the CEO may directly contact the Company Secretary with detail of same.
- (b) Upon receipt of a concern or grievance in accordance with 14.4 (a), the Company Secretary shall report it to the Member Representative group and take any reasonable steps to resolve the matter, including confirming the concern or grievance in writing, acting as a mediator or facilitator, or providing access to same.
- (c) The Company Secretary may, in their sole discretion, take advice from and/or engage the services of any relevant professional in an attempt to resolve the concern or grievance, at the expense of the Company.
- (d) The Company Secretary may request the support of Members and the Member Representative Group in acting in accordance with this clause.

In the event that the concern or grievance is not satisfactorily resolved in the opinion of the Company Secretary, the CEO or the Chair, the Company Secretary may make any reasonable recommendation to the Board and the Member Representative Group.

15. COMPANY SECRETARY

15.1 Appointment and Removal

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

(b) Any Company Secretary appointed by the Board may be removed by the Board. 15.2 Learning and Development

The Company Secretary will ensure that the Board is provided with necessary training (including on-going governance training and development of Board skills).

15.3 Company Seal

The Company Secretary will ensure the safekeeping of the common seal and maintain a register of documents executed under seal.

15.4 Facilitate Members' Meeting

The Company Secretary will facilitate Members if they call a meeting in accordance with **clause 4.1(b)**.

15.5 Secretariat for Member Representative Group

The Company Secretary will act as a Secretariat to the Member Representative Group to facilitate meetings and record minutes of meetings.

15.6 CEO / Chair Liaison

The Company Secretary will act as a mediator and facilitator in circumstances where there is a relationship issue between the Chair and CEO in accordance with **clause 14.4**.

16. EXECUTION OF DOCUMENTS

16.1 Common Seal

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

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

16.2 Execution under Common Seal

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

- (a) two (2) Directors of the Company;
- (b) a Director and a Company Secretary;
- (c) a Director nominated for that purpose by the Board; or
- (d) if, for any reason, the Company has a sole Director who is also the sole Company Secretary or a sole Director and no secretary – that Director.

16.3 Execution without Common Seal

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

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

- (c) a Director nominated for that purpose by the Board; or
- (d) if, for any reason, the Company has a sole Director who is also the sole Company Secretary or a sole Director and no Secretary – that Director.

16.4 Directors' Interests

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

17. ACCOUNTS, RECORDS & ADVICE

17.1 Accounting Records

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

17.2 Access to Records

- (a) The Directors must from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members of the Company.
- (b) No Member (other than a Director) has any right to inspect any accounting or other records of the Company except as conferred by statute or as authorised by the Board or by a resolution passed at a general meeting.
- (c) Directors (present and past) can request access to Board papers through the Chair or Company Secretary.

17.3 Financial Delegation to CEO

The Board must specify, in writing, the limits of financial authority delegated to the CEO, and may consider and set mechanisms for approval for the oversight and monitoring of larger payments, signatories and application of the Company Seal in relation to those transactions.

17.4 Independent Advice

- (a) The Board may access any information it reasonably requires to meet its duties, responsibilities and functions. In this regard, the Board has access to management for information and advice, as well as internal and external auditors as necessary.
- (b) The Board as a whole may access independent, expert advice at the Company's expense as it agrees is necessary.

- (c) Individual Directors may request independent advice at the Company's expense. Such a request should be made at a Board meeting, however if this is not convenient or timely, requests may be approved by the Chair. Advice requested by an individual Director will be provided to all the Board and, on request to all Members.

18. NOT-FOR-PROFIT

18.1 Determination of Income

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

18.2 No Dividends

The Company must not distribute any income directly or indirectly to members, whether as dividends or otherwise, but nothing in this **clause 18** prohibits the Company from contracting with, paying or reimbursing any Member or Director of the Company in accordance with any other express provision of this Constitution.

18.3 No Capital Distributions

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

18.4 Catch All

For the avoidance of doubt, any other provision of this constitution, whether express or implied, that is inconsistent with the provisions of this **clause 18** is void and of no effect.

19. CAPITALISATION OF PROFITS

19.1 Capitalisation of Reserves

Subject to **clause 18** the Directors may resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise.

19.2 Powers of Directors

Whenever a resolution under **clause 19.1** has been passed, the Directors must make all appropriations and applications of the undivided profits resolved to be capitalised by that resolution and generally do all acts and things required to give effect to that resolution.

20. NOTICES

20.1 Giving of Notices

The Company may give notice to any Director or Member:

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

Any notice sent by post is taken to be given two (2) business days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the business day after it is sent.

20.2 Entitlement to Notices

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

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

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

21. BY-LAWS

21.1 Power to Pass By Laws

Subject to **clause 21.2**, the Board may pass any resolution to make by-laws that are binding on the Members, whether to give effect to:

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

22.1 Special Resolution for Member Limitation

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

22. INDEMNITY AND INSURANCE – DIRECTOR AND OFFICER PROTECTION

22.1 Extent of Indemnity

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

- (a) any liability to another person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith;
- (b) any liability for costs and expenses incurred by that person:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to those proceedings, in which the court grants relief to the person under the Act.

22.2 Insurance

The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an officer of the Company or of a related body corporate of the Company against a liability:

- (a) incurred by the person in their capacity as an officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or otherwise arising out of the officer holding any office provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 482 and 183 of the Act; or
- (b) for the costs and expenses incurred by that person in defending proceedings, whatever their outcome.

22.3 Insurance – Longtail Directors and Officers Policy

In addition, the Company must:

- (a) arrange and maintain Directors and Officers insurance policy each year for current directors and for up to seven (7) years after a directorship ceases. To the extent permitted by law, this insurance will cover the costs of litigation and provide financial protection for Directors and officers of the Company against whom legal claims are made.
- (b) The Company will do all things reasonably prudent and necessary to limit the liability of Directors and other officers of the Company, but the Company does not make any representation, promise or warranty to any Director or officer about the adequacy or sufficiency of these measures.

23. AUDIT

23.1 Audit

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

23.2 Compliance

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

24. WINDING UP

24.1 No Distribution of Surplus Assets to Members

If the Company is wound up (whether voluntarily or otherwise) no surplus assets may be distributed to any Member of the Company or any former Member of the Company.

24.2 Winding Up Reserves

The Board must cause not less than three (3) months of operating funds as reasonably determined by the Board to be maintained in reserves to ensure that such funds are available if a decision is made to wind up the Company.

24.3 Distribution of Surplus Assets

- (a) After all of the liabilities (including employee entitlements) and expenses of winding up have been paid and settled, subject to:
 - (i) the Act;
 - (ii) any other act or legislation that may apply; and
 - (iii) the order of any court of competent jurisdiction

the Company may distribute any surplus assets.

- (b) Surplus assets may be distributed to any one or more:
 - (i) organisations with similar purposes and objectives to the Company;
 - (ii) charities registered with the Australian Charities and Not-For-Profits Commission

provided that any recipient of surplus assets from the Company must also have provisions in its constituent documents that prohibits the distribution of income and capital to its members and requires the distribution of surplus assets to be treated in a similar manner as this **clause 24.3**.

24.4 Sunset Review

If Members commit to any cycle of subscription fees, the Board will work actively with Members to ensure that a sunset mechanism is incorporated into any Membership cycle and that a review process is identified and followed in good time to allow the Company to continue or to be wound up in accordance with this **clause 24**.

SCHEDULE 1 - INITIAL MEMBERS

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

SCHEDULE 2 - AGREEMENT

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

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

Northern Tasmania Development Corporation Limited
Company Constitution

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**Northern Tasmania Development
Corporation Limited**

ACN 616 650 367

Members Agreement

2023-2026

Based on the 2017 Previous Member's Agreement by Levi and Stacey.

Revised for the 2020-2023 Agreement

Revised for the 2023-2026 Agreement (including consolidation with Constitution)

Northern Tasmania Development Corporation Limited
Members Agreement V3.0 20221110 DRAFT

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Northern Tasmania Development Corporation Limited
Members Agreement V3.0 20221110 DRAFT

Schedule of Particulars

1. **Date of Agreement**

The day of 2023
2. **The Company**

Northern Tasmania Development Corporation Limited

also trading as NTDC Limited
("the Company")
3. **Members**

As set out in the Schedule of Members in the Company Constitution
("the Members")
4. **Registered Office**

Level 1, Suite 1, 62 – 65 Cameron Street
Launceston in Tasmania
- Sunset Period**

Three (3) years

End of Schedule of Particulars

Northern Tasmania Development Corporation Limited
Members Agreement V3.0 20221110 DRAFT

This Members Agreement is made on the date set out at **Item 1** of the Schedule of Particulars.

Between The Company set out at **Item 2** of the Schedule of Particulars

Commented [DB1]: Move to JD

And The Members set out at **Item 3** of the Schedule of Particulars

Background

- A. The Company is a properly constituted company limited by guarantee.
- B. Historically, the Company had previously existed as a not-for-profit company but was converted to an incorporated association in 2012¹. However, upon the recommendation of Bill Fox & Associates, the shareholders of the Company in its prior form agreed to adopt a recommendation to convert to a company limited by guarantee in 2017.
- C. As at the date of this Agreement, the Members set out at **Item 2** of the Schedule of Particulars are:
 - 1. all of the Members of the Company; and
 - 2. all bound by guarantee to contribute the Guarantee Amount, set out in the Company Constitution, to the Company on a winding up.
- D. The Members have agreed to enter into this Members Agreement ("the Agreement") to more fully regulate their legal, commercial and business relationships as members of the Company.
- E. The corporate entity of the Company is also joined in to this Agreement in order to take notice of the provisions contained in this Agreement and as far as is permitted by the Corporations Law and Company's constituent documents, to conduct the affairs and business of the Company as contemplated by the provisions of this Agreement.
- F. The Members have agreed that the Company needs to source more funds from outside Member Fees.

Agreement

¹ Bill Fox & Associates, 2016, *Review of Regional Bodies in Northern Tasmania* Final Report, p6.

1. Definitions and Interpretation

1.1. Unless there is something in the subject or context inconsistent the following meanings apply in this Agreement:

- (a) "Agreement" means this Members Agreement and all of the Background, Parts, terms, clauses, schedules, annexures, tables or exhibits to it, as amended by the parties from time to time;
- (b) "Assets" means the all of the assets, property (real and personal) and choses in action of the Company;
- (c) "Background" means the part of this Agreement that follows the heading of that name, and enumerated by letters rather than numbers;
- (d) "Company" means, in the case of a corporation, the officers, servants, agents, attorneys and permitted assigns of the Company;
 - (i) "Confidential Information" means and includes:
 - (ii) any information concerning the Company, its methods of operation, strategic direction, marketing and other activities;
 - (iii) financial information concerning the Company and its related activities;
 - (iv) specialised or corporate documentation produced by the Company; and
 - specialised or corporate documentation produced by entities associated with the Company which information, whether in the nature of trade secrets or otherwise, is not in the public domain;
- (e) "Constituent Documents" means:
 - (i) this Agreement;
 - (ii) the Company Constitution of the Company;
 - (iii) any by-laws created by the Company under the Company Constitution; and
 - (iv) any other document deemed to be a Constituent Document by the Company;

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- (f) "Corporations Law" means the Corporations Act 2001 (Cth) as amended from time to time;
- (g) "Director" means, in the case of a natural person or persons, the respective heirs, personal legal representatives and permitted assigns of that person or persons;
- (h) "Division 7" means Division 7 of the Income Tax Assessment Act 1997 in respect of inter-entity and related-party loans;
- (i) "Intellectual Property" has the following extended meaning:
 - (i) the Company's name and all unregistered trading names used by the Company;
 - (ii) all copyright, moral rights, trademarks (registered and unregistered), designs (registered and unregistered) of the Company;
 - (iii) all of the documents, forms, processes, know-how, systems, of any description of the Company;
 - (iv) all domain names, telephone numbers and email addresses used in the Company; and
 - (v) all hard copy images used in yellow pages and other advertising, if any, of the Company;
- (j) "Member" means:
 - (i) in the case of a natural person or persons, the respective heirs, personal legal representatives and permitted assigns of that person or persons;
 - (ii) in the case of a corporation or trust entity, the officers, servants, agents, attorneys and permitted assigns of that entity;
 - (iii) in the case of any other body, however it is constituted, the officers, servants, agents, attorneys and permitted assigns of that body; and
- (k) "Part" means a reference to the relevant Part of this Agreement.

If any other term is used in this Agreement, which is not a defined term, but which is a defined term in the Company Constitution, the meaning of that term in the

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Company Constitution must be attributed to that term in this Agreement, as if that term was expressly defined, on the same terms, in this Agreement.

1.2. Unless there is something in the subject or context that is inconsistent the following provisions apply in this Agreement:

- (a) any covenants implied by law (statutory or otherwise) are not negated but are deemed, to the extent of any inconsistency with the provisions of this Agreement, to be modified (where modification is permitted);
- (b) where two (2) or more persons are named as a party to this Agreement the terms, covenants, conditions, provisions, stipulations and restrictions contained in this Agreement bind each of them jointly and severally and benefit each of them jointly and severally;
- (c) if any term, covenant, condition, provision, stipulation or restriction contained in this Agreement is or becomes illegal or unenforceable, then this Agreement must be read and construed as if that term, covenant, condition, provision, stipulation or restriction, as the case may be had been severed and the balance of this Agreement remains in full force and effect;
- (d) a reference to any document or instrument (and, where applicable, to any of its provisions) is a reference to that document or instrument as amended, novated, supplemented or replaced from time to time;
- (e) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (f) a reference to the whole of property or a thing includes part of that property or thing unless stated otherwise;
- (g) a reference to a statute, code or other law includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of the Agreement;
- (h) where any expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning;
- (i) where the word "including" is used, that use does not limit or exclude in any way unless the context requires otherwise;

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- (j) words importing the singular include the plural and vice versa;
- (k) words importing the masculine gender include the feminine and a corporation and vice versa;
- (l) words importing persons include a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (m) headings are inserted for guidance only and are not deemed to form part of the provisions of this Agreement and must not be used for the purpose of construction;
- (n) the first letters of words and expressions defined in this document are indicated by capital letters for convenience and the absence of a capital letter alone does not imply the word or phrase is used with a meaning different from that given by its definition;
- (o) a reference to "dollar" or "\$" is a reference to the lawful currency of Australia;
- (p) a reference to a time or date affecting the performance of an obligation by a party is a reference to the time and date in Tasmania, even though the obligation is to be or may be performed elsewhere;
- (q) where the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which that thing is to be done then that thing must be done on or by the next succeeding business day;
- (r) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;
- (s) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement; and
- (t) a reference to a person who is an "associate" of another person is a reference to a person who is an associate of that other person within the meaning of Part 1.2 of Division 2 of the Corporations Law.

2. Acknowledgments

- 2.1. The parties acknowledge that the Background of this Agreement sets out a true, accurate and complete representation of the commercial relationship

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between the parties and the circumstances surrounding the execution of this Agreement.

2.2. Each party separately acknowledges for the benefit of each other party that:

- a) they have entered into this Agreement after mature consideration, reflection, and exercise of independent judgment;
- b) they have read and understood the provisions of this Agreement and that the provisions are just, equitable, fair, reasonable and satisfactory to them;
- c) they have entered into this Agreement of their own free will and volition and that no coercion, force, or undue influence has been used in the execution of this Agreement either by the other party or by any other person or persons;
- d) they have either obtained independent legal advice, or are aware of their right to do so, and have chosen not to do so; and
- e) they have not relied upon any representation or promise in entering into this Agreement except for those expressly stated in this Agreement.

2.3. The parties express acknowledge and agree that if there is any inconsistency, discrepancy or conflict that arises in respect of the interpretation or application of any of the Constituent Documents, the order of priority of the documents to the extent of that inconsistency, discrepancy or conflict is as follows:

- a) the provisions of the Company Constitution take priority over all other subordinate Constituent Documents;
- b) the provisions of this Agreement take next priority over all other subsequent subordinate Constituent Documents;
- c) the provisions of any by-laws created by the Directors take next priority over all other subsequent subordinate Constituent Documents; and
- d) any other document deemed by the parties to be a Constituent Document takes last priority.

2.4. The Board, on behalf of the Company, and the Initial Members acknowledge that Dorset Council is entitled to be admitted as an Initial Member of The Company, even though Dorset Council is not recorded in the Schedule of

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Initial Members in the Company Constitution as an Initial Member. If, at any time after the registration of the Company, Dorset Council, resolves to become a Member of The Company, the Board must admit Dorset Council as a Member. Subject to the terms of the Company Constitution, this Agreement, and any other constituent document of the Company, Dorset Council is deemed to be an Initial Member of the Company and will enjoy all of the rights and privileges of being an Initial Member, albeit from the date that it is registered in the register of Members.

3. Purpose and Objectives

- 3.1. The parties agree to carry on the Company with the common purpose of achieving the primary objectives set out in **clause 3.2**.
- 3.2. The primary objectives of the The Company are as set out in clause 1.8 of the Company Constitution.
- 3.3. The CompanyThe Members expressly acknowledge that the Company is:
- (a) a not-for-profit enterprise, with funding coming principally from annual subscription fees paid by the Members;
 - (b) is not, and is not intended to be, a charity, as defined or administered by the Australian Charities and Not-For-Profits Commission; and
 - (c) not a tax-exempt entity for the purposes of the *Income Tax Assessment Acts 1936 and 1997*, but it is contemplated that the Company may seek tax-exempt status in the future if that is considered necessary and prudent at the time.

4. Corporate Governance – Size and Role of Board

- 4.1. The parties agree that the governance structure of NTDC Limited is as follows:

The Company has a Board of Directors comprising not less than three (3) and not more than nine (9) Directors ("the Board") but the parties agree that the optimal size of the Board is seven (7) Directors;

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- 4.2. The following governance principles outline the strategic function of the Board:

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- (a) Principle 1 – the Board plays a key role in approving the vision, purpose and strategies of The Company. The Board must act in the best interests of the Company and is accountable to the Members as a whole;
 - (b) Principle 2 – the Board sets the cultural and ethical tone for the Company. This includes the ‘how’ of undertaking the work of the Company by being an exemplar of contemporary best practice and collaboration throughout the region;
 - (c) Principle 3 – all Directors are responsible to exercise independent judgment and provide independent oversight of management of the Company;
 - (d) Principle 4 – the Board should comprise an appropriate number of Directors for the size and scale of the Company, with a relevant and diverse range of skills, expertise, experience and background and who are able to effectively understand the Company’s business and regional context.
 - (e) Principle 5 – the Board should have an appropriate system of risk oversight and internal controls put in place;
 - (f) Principle 6 – Directors should act diligently on an appropriately informed basis and have access to accurate, relevant and timely information;
 - (g) Principle 7 – the Board would normally delegate certain functions to management. Where it does so, there should be a clear statement and understanding as to the functions that have been delegated;
 - (h) Principle 8 – the Board is responsible for the appointment of the CEO and the continuing evaluation of the CEO’s performance;
 - (i) Principle 9 – the Board should ensure that the Company communicates with Members and other shareholders in a regular and timely manner. The Board and management will respect the rights of Members and will not speak publically against any Member; and
 - (j) Principle 10 – the Board’s performance (including the performance of the Chair, the individual Directors and the Board’s subcommittees) needs to be regularly assessed and appropriate actions taken to address any issues identified.
- 4.3. All other mechanics as to the operation of the Board are outlined in the Company Constitution, and certain Board Policies.

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5. Corporate Governance – Member Representative Group

5.1. Each Member must nominate one representative who will represent that Member on the Member Representative Group.

5.2. In relation to each Member, the elected Mayor for the time being, is automatically that Member's nominated representative for all purposes of the Company, but any Member may nominate an alternative representative in accordance with clause 6.1 of the Constitution

5.3. Members of the Member Representative Group must be ready, willing and able to do all of the following:

- (a) Attend meetings of the Member Representative Group, being at least Quarterly unless otherwise agreed with the Company;
- (b) Use their influence with their appointing Member to:
 - (i) Promote the activities and success of the Company;
 - (ii) Facilitate reasonable access to Councillors, Mayor and General Manager of the Member, including twice yearly presentations by the Company to the Member's Council; and
 - (iii) Use their best efforts to assist the Company to communicate the Company's Annual Plans, Operational Plans, Budgets and Quarterly reports.
- (c) Be an active member of the Board Selection Committee of the Company if so nominated by the Member Representative Group;
- (d) Be an active member of the Chair Selection Committee if so nominated by the Member Representative Group; and
- (e) Support the Company Secretary as requested in the event of a concern or grievance in accordance with clause 14.4 of the Company Constitution.

5.4. The Chair of the Company is an ex officio member of the Member Representative Group.

5.5. The Company Secretary will provide rudimentary secretariat services in accordance with clause 15.5 of the Company Constitution.

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Commented [DB4]: Moved to Constitution

Commented [DB5]: Unnecessary Restatement of Director's duties

Commented [DB6]: Moved To Constitution

Commented [DB7]: Move to Board Policy

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Commented [DB9]: Moved to Constitution

Commented [DB10]: Redundant after first members' agreement

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5.6. Owing to the special nature of the relationship between the Members and the Directors of the Company, as evidenced by this Members Agreement, it is an essential provision that the Board properly consider any issue that the Member Reference Group (by simple majority request) put to the Board for consideration at the earliest possible Board meeting and that the Board provides a fulsome report back to Members in a reasonably prompt time in relation to that issue following the Board meeting at which it is considered.

6. Accountability

6.1. The Board of Directors is accountable to the Members of The Company at all times. It is important that all Directors foster a relationship of trust and confidence with the Members, in order to properly and appropriately represent the Members' interests at all times.

6.2. In addition to the material that must be considered at the AGM under the Corporations Law, the Board must supply to the Members for consideration at the AGM the following additional material, and be prepared to speak to and/or account for:

- (a) an annual report on the performance of the Company over the past relevant period as it relates to the KPIs agreed by the Members at the last AGM;
- (b) any changes to the KPIs as agreed by the Members
- (c) progress reports on all projects being undertaken by the Company at the relevant time; and
- (d) questions raised by any Member at the AGM (or must provide a written response within fourteen (14) days of the AGM if a question is taken on notice).

6.3. Any disputes will be dealt with through the dispute resolution procedures provided in **clause 2.8** of the Company Constitution.

6.4. Consistent with the nature, purpose and function of the Company, the Company will report formally to Members on a semi-annual (twice yearly) basis, based on agreed KPIs and other information of interest. The process for reporting will include:

- (a) a strategic progress update by the Board;
- (b) an operational progress update by the CEO;

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(c) an offer of a formal presentation to Members if requested; and

(d) one of the semi-annual meetings (twice yearly) with Members will be in the lead up to the Company's annual planning process to ensure Member's feedback is considered in advance of this process.

6.5. In accordance with the Corporations Law and **clause 4.4** of the Company Constitution, the Company must hold an annual general meeting once every calendar year, within five (5) months after the end of each financial year.

6.6. A majority of Members of the Company may call a Special Meeting of the Company in accordance with clause 4.1(b) of the Company Constitution.

6.7. A majority of Members of the Company are entitled to appoint or remove Directors in accordance with clause 8.5(a) of the Company Constitution.

7. Remuneration

7.1. The Chair is entitled to be remunerated for the work done and responsibilities undertaken by the Chair in that role. On and from the date of this Agreement, the Members agree to set the remuneration of the Chair at the rate of \$33,114.19 per annum. That rate will be reviewed to CPI (All groups, Hobart, or an equivalent index) at the end of each financial year.

7.2. The Company Secretary is entitled to be remunerated for the work done and responsibilities undertaken by the Company Secretary in that role. On and from the date of this Agreement, the Members agree to set the remuneration of the Company Secretary at the rate of \$22,076.12 per annum. That rate will be reviewed to CPI (All groups, Hobart, or an equivalent index) at the end of each financial year.

7.3. Directors who are not the Chair nor the Company Secretary are entitled to be paid a notional fee, to be set by the Board, to attend meetings and undertake the duties and responsibilities of the Directors.

7.4. All employees of the Company, including the CEO, are entitled to be paid in accordance with the entitlements arising under the FairWork legislation and by reference to prevailing market rates for persons acting in similar positions of employment in similar organisations.

7.5. All reasonable expenses of the Chair, the Company Secretary and the Directors will be met by the Company whilst travelling or undertaking approved business on behalf of the Company.

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8. Funding – Subscription Fees from Members

8.1. The Company relies on its Members to fund the Company to partly achieve its primary objectives. This includes both the:

- (a) execution of the strategic plan from time to time; and
- (b) day to day operations of the Company.

8.2. The Members expressly agree to each pay an annual subscription fee to the Company to be set by the Board in each financial year of operation of the Company, which subscription fee is intended to be paid:

- (a) evenly by reference to the methodology for calculation of the subscription fee amounts for all Members; and
- (b) unevenly, by reference to the actual dollar value amount payable by individual Members, as produced by those calculations.

8.3. The Members agree that the annual subscription fee that each Member is required to contribute to the Company is to be calculated in accordance with the following formula:

$$SF = FC + VC$$

Where:

- (a) SF = the total amount of the Member's Subscription Fee for that year;
- (b) FC = the fixed component (based on the 2019-20 financial year) calculated by application of the following bands calculated based on the population of the municipal area of each Member (figures for 2021/22) :
 - (i) Population of 0 – 5,000 people \$5,036.00
 - (ii) Population of 5,001 – 10,000 people \$10,072.00
 - (iii) Population of 10,001+ people \$20,144.00

The FC component is indexed annually to CPI (All groups, Hobart, or an equivalent index); and

- (c) VC = the variable component calculated at a contribution rate of approximately \$2.79 per head of population (figure for 2021/22) in the municipal area of each Member multiplied by the actual municipal population.

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The VC component is also indexed annually to CPI (All groups, Hobart, or an equivalent index).

For example, a Council with 32,000 population would calculate its fees as follows:

$$\begin{aligned} SF &= \$10,072 + (32,000 \times \$2.79) \\ &= \$10,072 + \$89,280 \\ &= \$99,352 \end{aligned}$$

- 8.4. The Company will calculate the contribution amounts for the following financial year, to be approved by the Board and must notify the Members of the annual subscription fee amount for the following year not less than three (3) months prior to the end of each financial year.
- 8.5. The Members expressly agree that to remain as a member of The Company each Member must commit to pay the annual subscription fee amount each year for number of consecutive years detailed in this agreement from the date that the membership commences. At the end of each funding / membership cycle a review will be undertaken in accordance with **clause 14**.
- 8.6. Subject to the approval of the Board, and any conditions or restrictions set by the Board, there is no value limit to the amount of the subscription fee payable in any one year by any one Member, as determined by the calculations set out in this **clause 8**.
- 8.7. The Board may accept applications from other persons or entities to become Members of The Company in accordance with the Company Constitution. The Board may charge an application fee to new members if the Board elects to do so.
- 8.8. If the Board accepts the application of any new Member, it must only be on condition that the new Member enters into a written deed in a form acceptable to the Board by which the new Member
- (a) expressly agrees to be bound by the Constituent Documents of the Company; and
 - (b) enters into an agreement on substantially similar terms and conditions as this agreement.

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- 8.9. All of the parties agree that the Company will not obtain, or seek to obtain, any debt funding for any purpose without a unanimous resolution of the Members to that effect.
- 8.10. If any debt funding is obtained by unanimous resolution, each Member agrees to be liable for and guarantee the repayment by the Company of that debt funding in accordance with the proportionate amount of the annual subscription fee paid by that Member as against all of the subscription fees paid by all Members of the Company at the relevant time.
- 8.11. Subject to the passing of an appropriate unanimous resolution, the Company may accept loans from any of the Members, on whatever terms those parties may agree, and if so accepted, the Company must create a credit ledger for that purpose in the Company's books of account.
- 8.12. Subject to the unanimous consent of all Members, the Company may grant loans to any of the Members, on whatever terms those parties may agree, and if so granted, the Company must create a debit ledger for that purpose in the Company's books of account.

9. Voting

- 9.1. The voting rights of the Members, in general meeting, are as set out in **clauses 5.9-5.13** of the Company Constitution. The Members agree to the following determinations.
- 9.2. Subject always to the Company Constitution, if, for any reason, at any general meeting of the Members, a poll is demanded then each Member and the Board, on behalf of the Company, as the parties to this Agreement expressly acknowledge and agree that each Member will have, and the Board must recognise, one (1) vote per Member for each \$22,076, increment, or part thereof, of subscription fees paid by each Member to the Company in the then current financial year.
- 9.3. Upon any vote taken by the Company in general meeting, if any Member has not paid that Member's annual subscription fees in full at the time of that meeting, the voting rights of that Member are deemed to be pro-rated, based on the proportion of the subscription fee that has been paid at the relevant time, unless all of the other Members unanimously agree that the unpaid, or partially unpaid, Member's voting rights are not so affected.

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10. Member Expectations

- 10.1. Each party to this Agreement covenants and agrees to deal with each other party to this Agreement to deal with those other parties in good faith.
- 10.2. In particular, all parties to this Agreement must:
- (a) by completely honest in all communications to, with or on behalf of the Company and each other;
 - (b) provide full disclosure about all material matters that arise from or may affect the Company and that party's involvement in it, including health (physical and mental) and wellbeing issues if relevant;
 - (c) display appropriate and professional personal conduct at all times in the Company environment and when representing the Company externally; and
 - (d) not make, publish or support any disparaging, defamatory or offensive remark, comment or communication about the Company, the Members, the Directors or officers of the Company, any employee of the Company or any other shareholder on any fact, matter or concern that is within the knowledge or opinion of that party.
- 10.3. Each party must only make use of Confidential Information for the purpose of carrying out the purpose and objectives of The Company.
- 10.4. No party to this Agreement is permitted to:
- (a) give or disclose Confidential Information to anyone other person or entity;
 - (b) use any Confidential Information for personal gain or profit; or
 - (c) use any Confidential Information to cause injury, loss or damage to the Company or any other party to this Agreement.
- 10.5. No party to this Agreement is permitted to make any promise, representation or warranty or to give any undertaking to any person, which purports to bind The Company, which that party is not authorised to make or give.

11. Financial Reports

- 11.1. Notwithstanding the appointment of external accountants, the Company may, in its sole and absolute discretion, elect to undertake routine accounting procedures internally or to engage an external book-keeper for that purpose.
- 11.2. The Board must ensure that proper and sufficient records, reports and financial statements of The Company, should be prepared in accordance with the relevant accounting standards on a weekly, monthly, quarterly and annual basis as:
- (a) the Directors may require;
 - (b) the CEO may require for the proper management of the Company from time to time; or
 - (c) as the Corporations Law or other statutes may require.
- 11.3. The Company must comply with the auditing and review procedures of the Corporations Law relevant to the turnover Tier that the Company sits in from time to time, including the requirements of the Tasmanian Audit Office if the Company is required to meet its requirements.
- 11.4. The Company must provide the following to all Members on a Quarterly basis:
- (a) Progress report on delivery of the Annual Operational Plan; and
 - (b) Progress report on delivery of the Annual Budget.

12. Intellectual and Industrial Property

- 12.1. Each party agrees and covenants with each other party, as a separate agreement and covenant that that party will keep confidential and preserve all Intellectual Property of The Company at all times confidential.
- 12.2. Each party agrees and covenants with each other party that that party will pass to the Company for use by the Company as the Company sees fit, free of charge, details of:
- (a) all of the technology know-how and research results relevant to the Company that are from time to time in that party's possession or knowledge and which that party is not restrained by obligations to others from passing to the Company;

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- (b) all of the technology know-how and research results relevant to the Company that are developed, discovered or invented by that party from time to time;

provided that the Company gives to the relevant party each time an appropriate covenant to keep confidential those aspects of the technology know-how or research results which are confidential and the parties agree to cause the Company to give those covenants.

13. Restrictive Covenant

13.1. Upon:

- (a) the cessation as a Director by a Director for any reason;
- (b) the cessation of membership by a Member, for any reason

the provisions of confidentiality and protection of intellectual property continue to apply to that Director or Member indefinitely and do not merge on the resignation or cancellation of membership.

- 13.2. The Company must ensure that appropriate restrictive covenants are contained in each and every employment agreement for employees of The Company.

14. Sunset Provisions - Review

- 14.1. Each party agrees to commit to participation in The Company, and to the terms of this Agreement for the Sunset Period set out in **Item 5** of the Schedule of Particulars, which period commences from the date of this Agreement.

- 14.2. The parties agree that not less than three (3) months prior to the end of the Sunset Period, the Board will undertake a comprehensive review of the strategic purposes and operations of the Company for the purposes of recommending to the Members whether to:

- (a) continue the operation of Company in its then current form;
- (b) change the operation of the Company as the parties may then agree;
- (c) continue with the then current Members;
- (d) change the then current Members;

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- (e) re-set the Sunset Period;
- (f) make any other required amendments, changes and modifications to:
 - (i) this Agreement; and
 - (ii) the operations of the Company; and
- (g) wind up the Company; and/or
- (h) deal with any other relevant matter at that time.

14.3. In conducting that review, the Board may have recourse to any relevant material, matter or issue in making its recommendation to the Members.

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

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

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

14.6. Every Member that elects to continue as a Member of the Company expressly agrees to commit to the funding cycle for the number of years proposed by the Board, subject to all relevant annual CPI adjustments for the new period, and the Board must record a resolution to that effect.

14.7. The Board may require Members to enter into a Members Agreement as a condition of ongoing membership of the Company.

15. Dispute Resolution

15. The parties agree to adopt and be bound by the dispute resolution procedures set out in **clause 2.8** of the Company Constitution.

16. Default

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

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

- (a) the party, being a natural person:
 - (i) commits any act of bankruptcy;
 - (ii) enters, or proposes to enter, into any arrangement, composition or compromise with creditors;
 - (iii) is convicted of any offence in any jurisdiction that carries any term of imprisonment;
 - (iv) is convicted of any offence of dishonesty;
 - (v) is convicted of any offence in relation to the Company or any other party to this Agreement; or
 - (vi) fails to attend to that Party's responsibilities under this Agreement for a period of more than thirty (30) days for no explainable reason; or
- (b) the party, being a company or trust or other body corporate:
 - (i) commits any act of insolvency;
 - (ii) enters, or proposes to enter, into any arrangement, composition or compromise with creditors; or
 - (iii) has a Director or trustee who is convicted of any offence under clause 16.2(a)(iii), (iv) or (v).

16.3. A party, being a natural person, is deemed to be in default of this Agreement if any of the following occurs to that party:

- (a) two competent medical practitioners declare that the party is of an unsound mind;
- (b) some other event beyond the control of the party causes that party to lose legal capacity; or
- (c) the party cannot be found for a period of more than ninety (90) days.

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17. Disciplinary Proceedings

- 17.1. The parties agree to adopt and be bound by the disciplinary procedures set out in **clause 2.9** of the Company Constitution.

18. Winding Up

- 18.1. The parties agree to adopt and be bound by the winding up procedures set out in **clause 24** of the Company Constitution.

Commented [DB16]: Moved to Constitution clause 24.2

- 18.2. Upon a winding up of the Company, the following process must be followed, in the order set out below, after liquidation of all assets:

- (a) as much notice as possible of the winding up must be given to any employees of the Company who are not parties to this Agreement;
- (b) all employee entitlements must be paid out as the first priority, including to any party to this Agreement, who is a natural person, who is also a bona fide employee of the Company in receipt of salary or wages, and superannuation;
- (c) all secured creditors must be paid out, but excluding any loan accounts in favour of parties to this Agreement;
- (d) all unsecured creditors must be paid out, but excluding any loan accounts in favour of parties to this Agreement;
- (e) all unpaid present entitlements;
- (f) all loan accounts must be paid out, subject to any set-off or adjustment for loans made to that party or to a related party of that party; and
- (g) the balance of net assets of the Company must be distributed in accordance with the winding up provisions of the Company Constitution.

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

19. Notices

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

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

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

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

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

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

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

19.6. For the avoidance of doubt, every Member is entitled to receive separate notice of every general meeting of the Company.

20. Additional Provisions

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

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- (a) to pay any money, or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any government agency, unless a provision of this Agreement expressly requires otherwise; or
 - (b) to commence any legal action against any person, to procure that the thing is done or happens.
- 20.2. This Agreement constitutes the entire agreement between the parties about the subject matter of this Agreement. It supersedes and extinguishes all prior agreements, understandings, representations, warranties, covenants or agreements previously given or made between the parties about the subject matter.
- 20.3. This Agreement may be executed by the parties in two or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument.
- 20.4. The parties must execute and exchange original signed counterparts of this Agreement unless there is a specific provision in the Agreement that permits the exchange of counterparts by facsimile or scanned email copy.
- 20.5. This Agreement must not be amended, modified or supplemented except by a written instrument signed on behalf of the respective parties.
- 20.6. Any clause, covenant or condition in this Agreement that requires a party to do something after completion does not merge on completion and that party is obliged to perform the obligation within the time allowed for doing so. A failure to perform an obligation of this nature is a breach of the Agreement retrospectively and gives rise to a claim for injury, loss and damage to the party with the benefit of the performance of the obligation.
- 20.7. No waiver by any party of any default in the strict and literal performance or compliance with any other provision, condition or requirement of this Agreement is deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement in this Agreement nor be a waiver of or in any manner release any other party from strict compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of any right accruing to it after completion.

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- 20.8. A provision of or a right created under this Agreement may not be:
- (a) waived except in writing, signed by the party with the benefit of that provision or right; or
 - (b) varied except in writing signed by the Parties.
- 20.9. The obligations of the parties under this Agreement are subject to the express condition that whenever a party is required to perform or do any act or thing, the performance of that obligation is not required if it is rendered reasonably or practically impossible by reason of any riot, civil commotion, strike, lockout, act of God, act of the public enemy, priority, allocation, rationing or the regulation or prohibition of the use of any material, heat, fuel, hours of work or award, of the party.
- 20.10. Each party warrants and represents to the other party that the signing or performance under this Agreement does not conflict with or result in a breach of its constitution, any writ, order, judgement, law, rule or regulation which is binding upon the party.
- 20.11. Any party who executes this Agreement on behalf of a party under a Power of Attorney warrants that he or she has no notice of the revocation of that Power or of any fact or circumstance that might affect his or her authority to execute this Agreement under that Power.
- 20.12. The rights, powers and remedies under the Agreement are in addition to and do not replace or limit any other rights, powers or remedies provided by law independently of the Agreement.
- 20.13. Where a party is required to give a consent, that party may give that consent conditionally, unconditionally or withhold it without giving reasons, unless expressly stated otherwise.
- 20.14. Whether or not any of the transactions contemplated by this Agreement are completed the parties must pay their own fees, costs and expenses of and incidental to the negotiation, preparation and execution of this Agreement, including the fees and disbursements of its lawyers and accountants.
- 20.15. Where any party is entitled to take enforcement or recovery action against another party, that party is entitled to recover its fees, costs and expense of and incidental to the enforcement action from the other party.

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20.16. This Agreement is governed by and construed in accordance with the law of Tasmania and the Commonwealth of Australia and each of the parties submit to the jurisdiction of the Courts of the State of Tasmania and the Courts of the Commonwealth of Australia.

End of Operative Part

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Execution

Company

Signed for and on behalf of Northern Tasmania Development Corporation Limited ACN 616 650 367 by its authorised officers under S127 of the <i>Corporations Act 2001</i>	<div>_____</div> Director
	<div>_____</div> Director/Secretary

Members

The Common Seal of Break O'Day Council was affixed in the presence <i>Seal here</i> the authorised officers of the Council	<i>affix</i>	<div>_____</div> Member
		<div>_____</div> General Manager

The Common Seal of Flinders Council was affixed in the presence <i>Seal here</i> the authorised officers of the Council	<i>affix</i>	<div>_____</div> Member
		<div>_____</div> General Manager

The Common Seal of George Town Council was affixed in the presence <i>Seal here</i> the authorised officers of the Council	<i>affix</i>	<div>_____</div> Member
		<div>_____</div> General Manager

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The Common Seal of
City of Launceston
was affixed in the presence
Seal here
the authorised officers of the Council

affix

Member

General Manager

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

affix

Member

General Manager

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

affix

Member

General Manager

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

affix

Member

General Manager

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Annexures

A. Company Constitution

19.3. National General Assembly Motion - Off Road Bicycle and Pedestrian Pathway Funding

FILE NO: SF0325

CHIEF EXECUTIVE OFFICER APPROVAL: Michael Stretton

DECISION STATEMENT:

To consider a motion for submission to the 2023 National General Assembly of the Australian Local Government Association.

RECOMMENDATION:

That Council endorses the following motion prepared by Councillor A G Harris for submission to Australian Local Government Association for consideration at the 2023 National General Assembly of Australian Local Government Association:

That the Australian Local Government Association lobby the Australian Government to provide Local Government with access to a funding pool which is exclusively dedicated to the construction and/or maintenance of off-road bike and pedestrian pathways.

REPORT:

The 2023 National General Assembly of Australian Local Government Association (ALGA) is being held in Canberra in June. The ALGA has called for Councils to submit motions for consideration at the General Assembly by Friday, 24 March 2023. Councillor A G Harris has proposed a motion for Council's consideration which proposes that the ALGA lobby the Federal Government to provide Local Government with access to a funding pool which is exclusively dedicated to the construction and/or maintenance of off-road bike and pedestrian pathways.

The Federal Government currently provides the *Roads to Recovery* program to support the construction and maintenance of the nation's local road infrastructure assets, which facilitates greater accessibility and improves safety, economic and social outcomes for Australians. The program provides funding to all local governments and to State and Territory governments in unincorporated areas. Flexibility is built into the program, with funding recipients responsible for choosing road projects on which to spend their *Roads to Recovery* funding, based on their local priorities.

From 2019-2020 to 2023-2024, the Federal Government will provide \$2.6b under *Roads to Recovery* program, with an ongoing commitment of \$500m each year following.

The current *Roads to Recovery* program supports funding being provided for the construction or maintenance of bike paths which are associated with a road, however, it cannot be utilised for the construction and/or maintenance of off-road bike and pedestrian pathways. Accordingly, pathways which generally run within the road corridor and follow the road alignment are eligible for funding, while off-road pathways are not.

Many community plans across Australia, such as the *Greater Launceston Plan*, are seeking greater transport connectivity to support the effective and efficient movement of people, goods and services within and beyond their region including connections to other regions in the State. A key focus area is facilitating the planning and development of pedestrian and cycle networks that provide universal access across cities and regions linking the central area and suburbs to key destinations, parks and recreation areas and to schools, communities and residential areas.

Whilst there are opportunities for the funding of off-road pedestrian and cycling pathway projects through different grants programs that are offered, they are typically general in nature, are heavily contested and it is difficult for shared pathway projects to compete in terms of metrics like jobs creation and economic impacts. Accordingly, it is submitted that if there were more funding exclusively dedicated to the construction and/or maintenance of off-road bike and pedestrian pathways, there would be significantly more infrastructure provided by Local Government for this purpose.

RISK IMPLICATIONS:

Not considered relevant to this report.

ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACT:

Not considered relevant to this report.

STRATEGIC DOCUMENT REFERENCE:

City of Launceston Corporate Strategic Plan 2014 - 2024

Strategic Priority 7: We are a City planning for our future by ensuring our approach to strategic land-use, development and infrastructure is coordinated, progressive and sustainable.

10-Year Goal: To facilitate appropriate development via integrated land-use planning, infrastructure investment and transport solutions within our municipality and region.

Focus Areas:

3. To improve and maintain accessibility, transport options and infrastructure within the Launceston area, including its rural areas.

BUDGET AND FINANCIAL IMPLICATIONS:

It needs to be considered that even if off-road pathways were eligible for *Roads to Recovery* funding, Councils would not be any better off unless the total funding amount was increased.

For instance, the City of Launceston currently fully expends its *Roads to Recovery* funding on its asset management projects, almost exclusively on road reconstruction. If the Council were to allocate some *Roads to Recovery* funding to construction of off-road paths, the Council would have to either increase its own source funding for road asset management, or decrease our level of service. Accordingly the motion is seeking additional funding rather than a redistribution of current funding.

DISCLOSURE OF INTERESTS:

The Chief Executive Officer has no interests to declare in this matter.

ATTACHMENTS:

Nil

20. CLOSED COUNCIL

This decision requires an absolute majority of Council

RECOMMENDATION:

That Council moves into Closed Session to consider the following matters:

20.1 Confirmation of the Minutes

Regulation 35(6) of the *Local Government (Meeting Procedures) Regulations 2015* states that at the next closed meeting, the minutes of a closed meeting, after any necessary correction, are to be confirmed as the true record by the council or council committee and signed by the chairperson of the closed meeting.

20.2 Local Government Association of Tasmania - 2023 General Management Committee Election

Regulation 15(2) of the *Local Government (Meeting Procedures) Regulations 2015* states that a part of a meeting may be closed to the public to discuss:

- (g) information of a personal and confidential nature or information provided to the council on the condition it is kept confidential.

20.3 End of Closed Session

To be determined in Closed Council.

21. MEETING CLOSURE

22. NEXT COUNCIL MEETING DATE

The next Ordinary Meeting of Council will be held at 1.00pm on 6 April 2023 at the Council Chambers, Town Hall, 18-28 St John Street, Launceston.