

*dorset*  
C O U N C I L

# Ordinary Agenda

## Council Meeting

Monday, 19 January 2026

COUNCIL CHAMBERS

*it's in the making*

## General Manager's Certification

---

### Qualified Persons Advice – Local Government Act 1993 – Section 65

Pursuant to Section 65 of the *Local Government Act 1993* I hereby certify, with respect to the advice, information and / or recommendation provided for the guidance of Council in this Agenda, that:

1. such advice, information and / or recommendation has been given by a person who has the qualifications or experience necessary to give such advice; and
2. where any advice is given by a person who does not have the required qualifications or experience, that person has obtained and taken into account the advice from an appropriately qualified or experienced person; and
3. a copy of that advice or, if the advice was given orally, a written transcript or summary of that advice has been provided to the council.



**JOHN MARIK**  
General Manager

---

### Notification of Council Meeting

**NOTICE<sup>1</sup>** is given that the next Ordinary Meeting of the Dorset Council will be held on **Monday, 19 January 2026** at the **Council Chambers, 3 Ellenor Street, Scottsdale** commencing at 6:00 pm.

Members of the public are invited to attend in person, however, if any member of the public is feeling unwell, **please do not attend**.

The recording (both visual and audio) of the Council Meeting, except for any part held in Closed Session, will be made available to the public as soon as practicable after the meeting via Council's website and social media.



**JOHN MARIK**  
General Manager

---

<sup>1</sup> In accordance with the *Local Government (Meeting Procedures) Regulations 2025*

## Ordinary Meeting of Council

<b>PROCEDURAL ITEMS</b>	<b>5</b>
Item 1/2026 Declaration of Interest	5
Item 2/2026 Confirmation of Ordinary Council Meeting Minutes – 15 December 2025	5
Recommendation	5
Item 3/2026 Confirmation of Agenda	5
Recommendation	5
Item 4/2026 Public Question Time	5
Item 5/2026 Public Address of Meeting	9
Item 6/2026 Councillor Question Time	9
Item 7/2026 Requests for Leave of Absence	10
Item 8/2026 Notifications of Leave of Absence for Parental Leave	10
Item 9/2026 Councillor Motions with Notice	10
<b>PLANNING AUTHORITY MATTERS FOR DECISION</b>	<b>11</b>
Item 10/2026 Planning Application – Subdivision of 1 lot into 3 lots and construction of associated vehicle accesses   18 Union Street SCOTTSDALE and Florence Street Road Reserve (CT 184127/2 & CT 247250/3)	11
Recommendation	11
<b>ITEMS FOR DECISION</b>	<b>18</b>
Item 11/2026 2025/26 Annual Plan   December Quarterly Report	18
Recommendation	18
Item 12/2026 Dorset Board of Inquiry   Quarterly Progress Report – 1 Oct to 31 Dec 2025	21
Recommendation	21
Item 13/2026 Northern Tasmania Development Corporation – Membership Review and Progress Update	22
Recommendation	22
Item 14/2026 Review of Policy No. 27 – Youth   Endorsement for Community Consultation	26
Recommendation	26
<b>ITEMS FOR NOTING</b>	<b>31</b>
Item 15/2026 Council Workshops Held Since Last Council Meeting	31
Item 16/2026 Elected Member Communications	31
Mayor Calendar   11 December 2025 to 14 January 2026	31
Item 17/2026 Management Team Briefing Report	32
Recommendation	32
CUSTOMER SERVICE REQUESTS   December 2025	32
APPROVED APPLICATIONS   December 2025	33
WASTE MANAGEMENT REQUESTS   December 2025	33
2025/26 CAPITAL WORKS PROGRAM	34
<b>CLOSURE OF MEETING</b>	<b>37</b>
Time Meeting Closed:	37



## Council Meeting - Agenda

### Monday, 19 January 2026

---

Meeting Opened:

#### Council Meetings Procedures

In accordance with Policy No. 41: Council Meeting Procedures, this Meeting is being recorded. By attending the Meeting in person, you are consenting to personal information being recorded and published. No unauthorised filming or recording of the Meeting is permitted.

Visitors are reminded that Council Meetings are a place of work for Council Officers and Councillors.

The Council is committed to meeting its responsibilities as an employer and as host of this important public forum, by ensuring that all present meet expectations of mutually respectful and orderly conduct. It is a condition of entry to the Council Chambers that you cooperate with any directions or requests from the Chairperson or Council Officers.

The Chairperson is responsible for maintaining order at Council Meetings. The General Manager is responsible for health, wellbeing and safety of all present. The Chairperson or General Manager may require a person to leave the Council's premises following any behaviour that falls short of these expectations.

Language and conduct at a Meeting that could be perceived as offensive, defamatory or threatening to a person in attendance or listening to the recording, is not acceptable. It is an offence to hinder or disrupt a Council Meeting.

Present:

Apologies:

#### Acknowledgement of Country

Dorset Council acknowledges the deep history and culture of the First People who were the traditional owners of the lands and waterways where we live and work. We acknowledge the clans-people who lived here for over a thousand generations on the Country where Scottsdale is built and throughout the area we know as the north east region.

Dorset Council acknowledge the present-day Aboriginal custodians and the inclusive contribution they make to the social, cultural and economic essence of the municipality.



## PROCEDURAL ITEMS

---

### Item 1/2026 Declaration of Interest

---

In accordance with Section 48 of the *Local Government Act 1993*, Regulation 10(8) of the *Local Government (Meeting Procedures) Regulations 2025* and the Tasmanian Local Government Code of Conduct, Councillors are requested to indicate whether any have, or are likely to have, an interest in any item on the agenda.

#### INTEREST DECLARED

### Item 2/2026 Confirmation of Ordinary Council Meeting Minutes – 15 December 2025

---

Ref: DOC/25/17856

*The Chair reported that he had viewed the minutes of the Ordinary Meeting held on Monday, 15 December 2025 finds them to be a true record and recommends that they be taken as read and signed as a correct record.*

#### Recommendation

That the Minutes of Proceedings of the Dorset Council Ordinary Meeting held on Monday, 15 December 2025 having been circulated to Councillors, be confirmed as a true record.

### Item 3/2026 Confirmation of Agenda

---

#### Recommendation

That Council confirm the Agenda and order of business for the 19 January 2026 Council Meeting.

### Item 4/2026 Public Question Time

---

<sup>2</sup>Members of the Public can ask a maximum of two question(s) without notice during Public Question Time. The Chairperson reserves the right to consider questions above this limit will be accepted or treated as correspondence.

Any person asking a question is asked to stand (if able), clearly state their name and suburb they live.

Question(s) must be clear and concise, not be a statement and have minimal pre-amble. Any answer given is not to be debated.

Members of the public must provide any question(s) without notice in writing to the Executive Assistant either before the commencement of the Meeting or within 24 hours.

---

<sup>2</sup> In accordance with Regulations 33, 36 & 37 and Council Policy No. 41: Council Meeting Procedures

The following questions were **taken on notice** at the Annual General Meeting held on 8 December 2025:

### **Lawrence Archer, Bridport**

1. *How does Council reconcile the statement re 'engagement' on page 4 with Council's obfuscatory answer to my question at the last ordinary Council Meeting as to whether the Council had received a financial report from the Blue Derby Foundation?*

#### **General Manager, John Marik:**

Council have answered your question honestly and factually. The point was made in past answers that the Blue Derby Foundation must have their 2024/25 financial report audited and endorsed by their board, and members, in an Annual General Meeting (AGM). This must occur before the financials are forwarded to Council. As the Foundation have not had their AGM for 2024/25 it cannot be Council's role to publicly disclose this document. Thus, to avoid all doubt, Council has not received the financials for 2024/25 from the Blue Derby Foundation.

2. *For over 3 years the Council has procrastinated regarding letter of support to potential businesses seeking operate shuttle buses in or around Derby and has used the excuse that it needed to develop a policy on the matter. No policy was developed in the 2024/25 financial year so can the Council give a definite timeline for the adoption of a relevant Policy?*

#### **General Manager, John Marik:**

As General Manager, I am empowered to determine whether to issue a letter of support, as this is an operational matter that sits within the General Manager's executive responsibilities. The absence of a policy does not prevent a decision from being made, it simply means that requests are assessed on their merits following consideration of all relevant and available information. I am not obliged to issue a letter of support following that assessment.

In relation to proposed shuttle bus businesses, applicants have been advised that Council is not issuing letters of support at this time, having regard to a range of factors relevant to the circumstances. This position reflects a decision not to issue a letter of support, rather than the deferral of decision-making pending the development of a policy.

The potential development of a Shuttle Bus Policy has been explored as a means of providing greater clarity and consistency for any future consideration. However, I am unable to commit to a definitive timeframe or to confirm that a policy will be progressed. This is a complex area that would need to operate alongside an administrative process managed by the Tasmania Parks and Wildlife Service. Council must further consider the benefits and risks associated with introducing such a policy. The community will be kept informed should the matter progress.

The following questions were **taken on notice** at the 15 December Council Meeting:

### **Lawrence Archer, Bridport**

1. *Between the Bridport Hall and the Old Pier there is only one single pan toilet available for public use. This single toilet services the Croquet lawn and Eastmans beach areas as well as the new pier area. What plans does Council have for public toilets in these areas?*

### Response from Director – Corporate Services:

Within the area described, there are currently three public amenities facilities available to the community and visitors:

- A block of five public toilets at the Bridport Playground;
- A recently upgraded amenities block at Eastmans Beach containing two public toilets and two public showers; and
- A block of five public toilets at the Old Pier.

When considering the development application for the new Bridport Pier, Councillors raised concerns about the absence of supporting infrastructure within the proposal, including parking, street upgrades, signage and provision of public toilets. The pier project has a total funding allocation of \$4.4 million, compared to an estimated construction cost of approximately \$3 million. Council has therefore been advocating to Marine and Safety Tasmania for any remaining funds to be retained locally and used to deliver supporting infrastructure improvements in the surrounding areas once the pier works are complete.

Looking ahead, Council intends to undertake master planning for Bridport as part of the Dorset: Future Ready program, including the foreshore reserve and Bridport Seaside Caravan Park. This work will assess current and future demand for public amenities and help guide any future upgrades or additional public facilities in these areas.

2. *Since 2015 has any elected member received assistance relating to a code of conduct complaint/s by a claim on any Council insurance policy, or legal advice paid for by Council?*

### Response from Director – Corporate Services:

The question relates to code of conduct complaints, insurance matters and legal advice concerning individual elected members over an extended period. Information of this nature can involve personal information, legal professional privilege or confidentiality obligations, and answering it accurately would require Council to undertake searches across a number of years and records.

It would not be appropriate to address those matters in a public forum without that work being undertaken, or without ensuring that any disclosure is accurate, fair to the individuals involved, and lawful.

The *Right to Information Act 2009* provides a structured and transparent process for requesting access to records of this nature, including undertaking the necessary searches and assessing what information can be released. Mr Archer is encouraged to submit an Application for Assessed Disclosure if he wishes to pursue this matter further.

The following question was asked without notice at the 15 December Council Meeting and answered at the Meeting by the General Manager. Subsequent to this response, supplementary information has been provided by the Director – Infrastructure, who was absent from the meeting.

### Jen Barron, Bridport

*My question to Council tonight is about the access from Croquet Lawn to Croquet Lawn Beach. I originally put in a service request in August 2020 in relation to this. The response received stated that it was not in the budget. It was later put into the budget and then much later I was informed that it was part of the pier project. When the DA came out for the pier it was clearly not part of this. What is the plan for the access*

*from Croquet Lawn to Croquet Lawn Beach as the makeshift concrete block steps that are place at the moment are a huge risk to users?*

**Response from General Manager:**

I suppose the reason you've been told that it's pinned to this project, as again the Pier's the priority - ultimately the Pier might impact the sand flow. It's a high erosion area and purely my opinion, but there needs to be a lot of work for high erosion areas whether it's even one, the right area to put in an access, and two, to do it in the right way.

So, we've spoken to some other councils, such as Devonport and Burnie, they've done steps and accesses to some of their beaches and they end up going down metres, otherwise what will happen is you'll get erosion and you'll just have this access point just floating there because of the erosion. So, what looks like a very simple exercise and a simple fix, that simple fix might be tens of thousands of dollars, it might again be wasted money. So, we need to do some reviews, including whether that's the right area for an access point.

**Supplementary Information from Director – Infrastructure:**

Although there is an access point a short distance to the right, which can be used to access the beach, we are aware that some temporary concrete blocks have, from time to time, been placed by members of the public to create a more “direct” step-down from the Croquet Lawn area to Croquet Lawn Beach. These blocks are not an approved access solution and present a safety risk. When Council staff become aware of them, they are removed immediately.

The coastal environment in this area is dynamic, with significant sand movement and erosion risk. This affects both safety and the practicality of constructing and maintaining any fixed access structure.

The immediate priority is community safety, including monitoring to ensure informal structures are not being created. In parallel, Council is continuing to seek professional advice to better understand the erosion dynamics and the options available. Once we have that information, we will be in a position to assess potential solutions, including concept design and indicative costs, and determine the most appropriate approach based on risk and value for money. The final solution including whether a permanent direct access at that exact point is appropriate remains to be determined and will be informed by the technical findings.

The following question has been received on notice:

**Karl Willrath, Scottsdale | 8 January 2026**

*What was with the recent fake, emotive discussions and workshop regarding reimbursement of legal fees for code of conduct matters for Councillors, when all of the Councillors had been informed (attached) by the Director of Local Government that this could not be done as per findings by the Supreme Court?*

*Are Councillors now indirectly and or directly lobbying the Minister for a Parliamentary inquiry into Dorset owing to the gross inadequacies of the board of inquiry?*

### Response from Mayor Rhys Beattie:

The discussion that was undertaken in regard to the recent amendments to the councillor expenses policy, was a great example how a council can have many different views and opinions, whilst sitting around the one table and having a robust debate and to move forward with a decision.

No, Council is not lobbying the Minister on this topic.

The following questions were received without notice from members of the public:

#### Item 5/2026      Public Address of Meeting

<sup>3</sup>Members of the public can make a statement at a Council Meeting; it is not question or discussion time with Councillors. Prior to making a statement, the person is asked to stand (if able), clearly state their name and suburb they live.

Members of the public wishing to address Council at a Meeting shall indicate their intent and subject matter in writing by 10am on the Friday prior to the Meeting.

A person seeking to make a statement to may speak for a period up to 3 minutes but may be extended at the discretion of the Chairperson to a maximum of 5 minutes.

All proposed statements are to be provided in writing prior to the Meeting to allow for circulation and inclusion in the minutes of the Meeting.

#### Item 6/2026      Councillor Question Time

<sup>4</sup>Councillors can ask a maximum of two question(s) without notice during Councillor question time. The Chairperson reserves the right to consider questions above this limit will be accepted or treated as correspondence.

Question(s) must be clear and concise, not be a statement, have minimal pre-amble, not offer an argument or opinion, draw conclusions, or make any accusations. Any answer given is not to be debated.

Councillors must provide question(s) without notice in writing to the Executive Assistant either before the commencement of the Meeting or within 24 hours.

The following questions were received without notice from Councillors:

<sup>3</sup> In accordance with Regulations 46 and Council Policy No. 41: Council Meeting Procedures

<sup>4</sup> In accordance with Regulations 33, 34 & 35 and Council's Policy No. 41: Council Meeting Procedures

Item 7/2026	Requests for Leave of Absence
-------------	-------------------------------

---

Nil

Item 8/2026	Notifications of Leave of Absence for Parental Leave
-------------	--

---

Nil

Item 9/2026	Councillor Motions with Notice
-------------	--------------------------------

---

Nil

## PLANNING AUTHORITY MATTERS FOR DECISION

The Chair will now announce that Council intends to act as a Planning Authority under the *Land Use Planning and Approvals Act 1993* (LUPA Act) when considering Item 10.

Council is required by Regulation 10(4) of the *Local Government (Meeting Procedures) Regulations 2025* to deal with items as a Planning Authority under the LUPA Act in a sequential manner.

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

<b>Item 10/2026</b>	<p><b>Planning Application – Subdivision of 1 lot into 3 lots and construction of associated vehicle accesses   18 Union Street SCOTTSDALE and Florence Street Road Reserve (CT 184127/2 &amp; CT 247250/3)</b></p> <p>Reporting Officers: Consultant Town Planner, George Walker</p> <p>Ref: DOC/26/304   Assessment Report: DOC/26/305   Plans: DOC/26/308   PLA/2025/1350</p>
---------------------	--

### Purpose

The purpose of this report is for Council to assess and determine an application for a subdivision of 1 lot into 3 lots at 18 Union Street, Scottsdale.

### Recommendation

That, in accordance with sections 51 and 57 of the *Land Use Planning and Approvals Act 1993* and clause 6.8.1 of the *Tasmanian Planning Scheme - Dorset*, it is recommended that the Subdivision of 1 lot into 3 lots be approved subject to the following conditions:

#### 1. Basis of Approval

The use and development for Subdivision of 1 lot into 3 lots is approved and must be undertaken generally in accordance with the following endorsed plans:

- a) Plan of Subdivision Ref No. 123.51 (8871-01) Revision 1 prepared by Planning Ahead Tasmania dated September 2025.
- b) Planning Submission prepared by Cohen & Associates dated 4 September 2025.
- c) Bushfire Hazard Assessment Report & Bushfire Hazard Management Plan Job No. RGA-B2981 Version 1 prepared by Rebecca Green & Associates dated 2 October 2025.

#### 2. Vehicle Access

Vehicle access to lots 1 and 2 must be designed and constructed from road verge to property boundary to the satisfaction of Council's Town Planner.

#### 3. Right of Way

The Final Plan of Subdivision must include the right of way as annotated on the endorsed Plan of Subdivision for the purpose and benefit of providing vehicle access for Lot 1.

#### 4. Stormwater

Developer to provide a stormwater design produced by a suitably qualified Engineer for approval by Director of Infrastructure.

## 5. Drainage works

Council must be provided with documentation sufficient to show that the drainage works are completed to Council standards and are locatable for maintenance or connection purposes. The documentation must consist of,

An As Constructed plan in accordance with Council's standard requirements for As Constructed drawings and

An Engineer's certificate that each component of the drainage works comply with the approved engineering plans and Municipal Tasmanian Standard Drawings.

## 6. Works In Road Reserve

Works within the road reserve will require an Application for Permit to Carry Out Works in a Road Reserve to be approved by Council.

## 7. TasWater

The development must be in accordance with the conditions provided within the Submission to Planning Authority Notice issued by TasWater dated 27 October 2025 (TWDA 2025/01263-DC, copy attached to this permit).

## 8. Easements

Easements are required over all Council and third-party services located in private property. The incorporation of any necessary easements including drainage easements over sewer and storm water pipelines are to be shown. Easements must include any overland drainage paths where concentrated water runs. The minimum width of any easement must be 3 metres for Council (public) mains

## 9. Covenants

Covenants or similar restrictive controls must not be included on or otherwise imposed on the titles to the lots created by the subdivision permitted by this permit unless:

- a) the terms of this permit expressly authorise such covenants or controls; or
- b) such covenants or similar controls are expressly authorised by the consent in writing of the Council; or
- c) such covenants or similar controls are submitted for and receive written approval by the Council prior to submission of a Plan of Survey and associated title documentation is submitted to the Council for sealing

## 10. Sealing Final Plan of Survey

No Final Plan of Survey will be sealed for the approved lots until the following matters have been completed to the satisfaction of the Council's Town Planner and made at the responsible person(s) cost:

- a) the satisfactory completion of public and private infrastructure and service works/installation in accordance with the Council's and any other responsible authority/s requirements (including the provision of engineering certification where required), including confirmation that these works have been completed; and
- b) any payment or action required by a planning permit condition to occur prior to the sealing of the Final Plan of Survey.



**NOTE:** For the purpose of this permit “the person responsible”, depending on the context, means:

- a) The person who has and takes the benefit of this permit for the undertaking of the use or development authorised pursuant to it;
- b) The person or persons who undertake development or use pursuant to this permit; and
- c) Servants, agents and contractors, in each case of such persons.

#### ADVISORY NOTES

##### *(i) Permission in Writing*

*Any reference to the need for Council approval of a matter or thing prescribed under the conditions pertinent to this permit requires such approval to be given in writing.*

##### *(ii) Objections to Proposal*

*This permit has no effect until the expiry of the period for the lodgement of an appeal against the granting of the permit or, if an appeal is lodged, until ten days after the appeal has been determined by the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT).*

##### *(iii) Appeal Provisions*

*Attention is directed to sections 61 and 62 of the Land Use Planning and Approvals Act 1993 (as amended) which relate to appeals. These provisions should be consulted directly, but the following provides a guide as to their content:*

- *A planning appeal may be instituted by lodging a notice of appeal with the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT).*
- *A planning appeal may be instituted within 14 days of the date the planning authority serves notice of the decision on the applicant.*

##### *(iv) Permit Commencement*

*This permit takes effect 14 days after the date of Council’s notice of determination or at such time as any appeal to the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT) is abandoned or determined. 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.*

##### *(v) Period of Approval*

*Pursuant to Section 53(5) the Land Use Planning and Approvals Act 1993, this approval will lapse after a period of two (2) years from:*

- a. the date on which the permit is granted; or*
- b. if an appeal has been instituted against the planning authority’s decision to grant the permit, the date of the determination or abandonment of the appeal,*

*if the use or development is not substantially commenced within that period.*

##### *(vi) Other Approvals*

*This permit does not imply that any other approval required under any other by-law or legislation has been granted. At least the following additional approvals may be required before construction commences:*

- a. Building approval*
- b. Plumbing approval*

Background

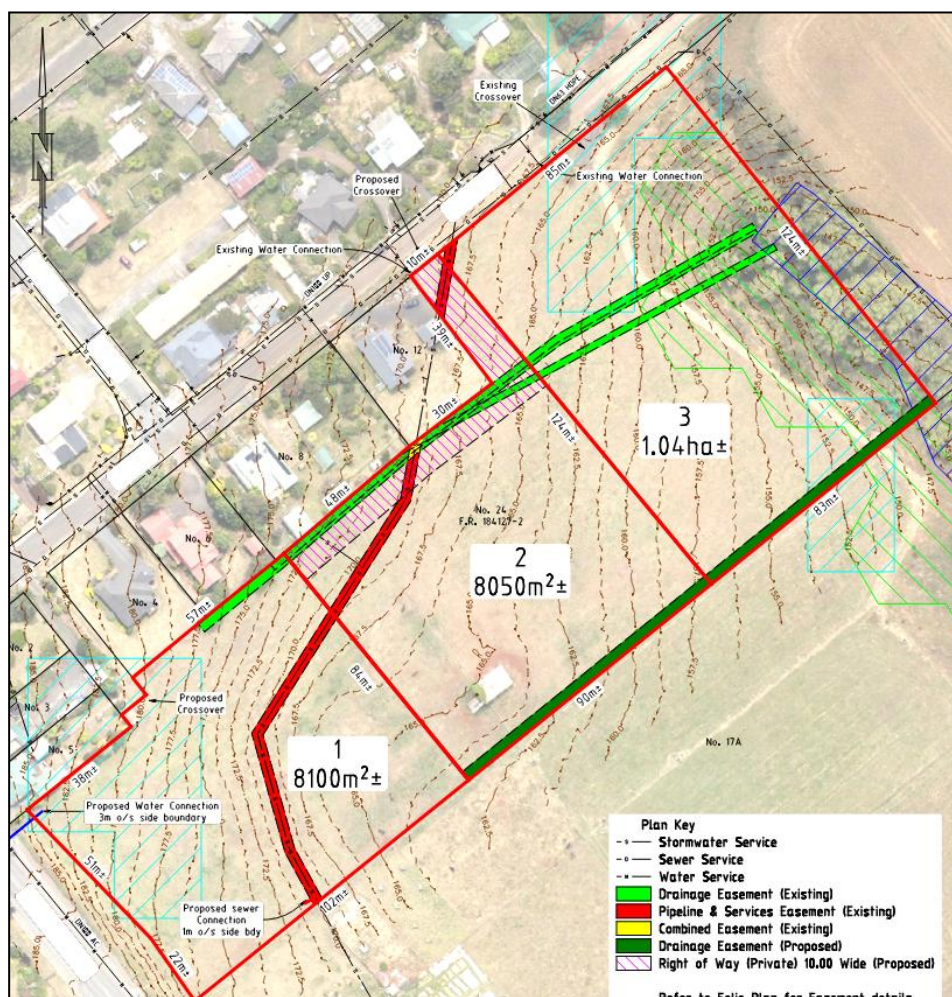
PLANNING APPLICATION ASSESSMENT OVERVIEW	
PLA NUMBER:	PLA/2025/1350
DESCRIPTION:	Subdivision of 1 lot into 3 lots
PROPERTY ADDRESS:	18 Union Street, Scottsdale
APPLICANT:	Adam and Terese Hall
TITLE NO:	184127/2
PROPERTY ID:	9431833
PLANNING INSTRUMENT:	Tasmanian Planning Scheme - Dorset
ZONE:	Rural Living A
APPLICABLE CODE(S):	Road and Railway Assets Natural Assets Bushfire-Prone Areas Landslip Hazard
SPECIFIC AREA PLAN:	Not Applicable
DEVELOPMENT CONTROL STATUS:	Discretionary
RECOMMENDATION:	Approval

The application PLA/2025/1350 is for a subdivision of 1 lot into 3 lots at 18 Union Street, Scottsdale:



In October 2025, the street address for 24 Union Street, Scottsdale was amended to 18 Union Street, Scottsdale by Council as the previously allocated address was incorrect.

The proposal is to subdivide the existing title into three lots:



Proposed Lot 1 will have an area of 8,100m<sup>2</sup> with a frontage to Ringarooma Road of around 70m on the western side. Access to Lot 1 will be provided via a crossover to the unmade road reserve known as Florence Street off Union Street, with a secondary access from Union Street via a 10m right of way over Lot 2.

Proposed Lot 2 will have an area of 8,050m<sup>2</sup> with a narrow frontage to Union Street of 10m. Access will be provided by a direct crossover from Union Street which will also serve as a secondary access for the proposed Lot 1 through a right of way.

Proposed Lot 3 will have an area of 1.04ha with frontage of 85m to Union Street. Access will be provided directly from the frontage using an existing crossover.

Each proposed lot will be provided with separate water, sewer and stormwater connections.

Easements will be provided over the existing sewer and stormwater services crossing the site.

A performance criteria assessment has been undertaken where there is non-compliance with respect to the assessment process. Performance Criteria require the planning authority to exercise judgement rather than relying solely on measurable 'Acceptable Solutions'. The criteria are designed to ensure that the proposed use or development is compatible with the character and use of the area, does not cause an unreasonable loss of residential amenity and does not impact the safety and efficiency of the local road network.

## Planning, Environment and Statutory Requirements

Council must process and determine the application in accordance with the *Land Use Planning Approval Act 1993* and the *Tasmanian Planning Scheme – Dorset*. The application is made in accordance with Section 57 of the *Land Use Planning Approval Act 1993*.

## Strategic and Annual Plan

- Dorset Council Strategic Plan (2023-2032), Imperative 13.2

## Risk Management

Management of key risk(s) is inherent in the conditioning of the permit.

## Financial and Asset Management Implications

N/A

## Community Considerations

N/A

## Consultation

The application was advertised for the required statutory period.

<b>Development Control Status:</b>	Discretionary- s.57 LUPA Act	
<b>Public Exhibition Required:</b>	Yes	
<b>Public Exhibition Period:</b>	<b>Commenced</b>	<b>Concluded</b>
	6/12/2025	20/12/2025
<b>Representations Received:</b>	Yes	

During the public exhibition period one (1) representation was received.

Clause 6.10.1 of the *Tasmanian Planning Scheme – Dorset* states that in determining an application for any permit for use or development the planning authority must, in addition to the matters required by section 51(2) of the LUPA Act, take into consideration:

- all applicable standards and requirements in this planning scheme; and
- any representations received pursuant to and in conformity with section 57(5) of the Act,

but in the case of the exercise of discretion, only insofar as each such matter is relevant to the particular discretion being exercised.

It is within this context that the following response was provided to the key issues raised within the representation.

Concern	Response
<p>The proposed vehicle access from Union Street to Lot 2 (and shared by a right of way for Lot 1) will affect the representors property value and create a disturbance to their lifestyle.</p>	<p>The existing access point from Union Street will be used for Lot 3.</p> <p>Lot 2 will be provided with a 10m frontage and access strip, which is necessary to obtain practical frontage and access from Union Street. Lot 1 will also have right of way to the access, which will then extend along the north-western boundary of Lot 2 adjacent to the rear boundary of the adjoining lots fronting Union Street.</p>
<p>The representor states there is already an access point at the other end of the property that could be used with no impact on anyone.</p>	<p>The most likely development to occur on the lots are single dwellings. In terms of traffic volumes, a single dwelling can be expected to generate around 8-10 light vehicle movements per day. As such, even if Lot 1 does use the right of way over Lot 2 as the primary access, the two lots would not be expected to generate more than 20 traffic movements in total per day. In practice, it is expected that Lot 1 will obtain primary access from the unmade Florence Street. The right of way would be a secondary access option and may not be used regularly by future occupants of Lot 1, reducing the total traffic using the new access from Union Street.</p> <p>The site is located at the edge of the urban area of Scottsdale. It is appropriate for all lots to be provided with frontage and direct access where possible. In this context, it is not unreasonable for driveways to be located beside adjoining properties to achieve a reasonable lot layout and practical access for future development on the lots. The future use of the lots is expected to be residential in nature, generating a low level of domestic traffic. Therefore, it is not expected that the use of the driveway will cause an unreasonable loss of amenity to the adjoining properties.</p>



# ITEMS FOR DECISION

---

Item 11/2026      2025/26 Annual Plan | December Quarterly Report  
 Reporting Officer: General Manager, John Marik  
 Ref: DOC/25/18134 | December Report: DOC/25/14918

---

## Purpose

The purpose of this agenda item is to update Council and the community on progress of the 2025/26 Annual Plan as of 31 December 2025.

## Recommendation

### That Council:

1. receive and note the attached 2025/26 Annual Plan - December Quarterly Report.
2. defer activity 20, Policy 39 – Community Consultation and Communications, until the enactment of the *Local Government Amendment (Targeted Reform) Bill 2025* and to align with Local Government sector reform which may include guidance, model templates and support.

## Background

On 23 June 2025, Council adopted the Annual Plan for 2025/26. The December Quarterly Report provides an update of progress against the Plan.

## Planning, Environment and Statutory Requirements

Under Section 71 of the *Local Government Act 1993*, Council is required to prepare an Annual Plan. The Plan is to be consistent with Council's Strategic Plan and list the major activities to be completed within the year.

## Strategic and Annual Plan

Council's Annual Plan activities are clearly linked to the Dorset Council Strategic Plan (2023 – 2032) which was adopted by Council in June 2023 Council Meeting.

## Risk Management

Council's Risk Management Framework both informs, and is informed by Council's Strategy, the Financial Management Strategy and the Long Term Financial Plan. Council's Annual Plan aligns with and contributes to, the implementation of Council's Strategic Plan.

## Financial and Asset Management implications

See Officer comments.

## Community Considerations

Council have completed, or have progressed, 31 of the 43 actions (28 activities) from the 2025/26 Annual Plan. The table below shows compliance with the Annual Plan to date:

	Progress as of 31 December 2025
Achieved	9
In Progress	22
Not Achieved	
Total Actions	43
Carried Forward	

## Consultation

Council's Annual Plan activities are clearly linked to the Dorset Council 2023 – 2032 Strategic Plan, which was adopted in June 2023. The Strategic Plan received twenty-two (22) submissions and feedback was incorporated into the Strategic Plan where Councillors felt that feedback represented broader community sentiment. The Strategic Plan is also a representation of countless discussions that Councillors and Council Officers have had with the community including business organisations, not-for-profit organisations, sporting groups and individual discussions.

The Strategic Plan was reviewed in June 2025 by Council Officers and Councillors to ensure that it still meets the needs of the community.

The 2025/26 Annual Plan activities will be assessed on a case-by-case basis whether additional consultation is required per each project.

## Officers Comments

Council's Annual Plan is reported on a red, amber, green basis, whereby:

- the project is on target for delivery by the end of the financial year
- the project likely to be partially delivered (75% or more delivered) by the end of the financial year, or is forecast to be 10% over budget, or both
- less than 75% of the project will be delivered, or the project is forecast to be 20% over budget, or both

Key highlights for the December quarter included:

- **Activity 3 | Annual Report 2024/25:** the Annual Report was received at the 8 December 2025 Annual General Meeting. The underlying financials had zero audit issues highlighted resulting in an unqualified opinion from the Tasmanian Audit Office.
- **Activity 5 | Priority Projects Plan:** a simplified and more targeted plan was adopted at the October Council Meeting.
- **Activity 8 | Board of Inquiry:** Council have met all requirements in relation to Ministerial Directions for the December quarter, and since their issuance.

- **Activity 9 | Councillor Learning and Development Plan:** Council Officers have placed additional importance on this activity due to the number of new Councillors joining Council post the Board of Inquiry. The majority of Councillors have undertaken the Office of Local Government / Local Government of Tasmania Learn to Lead modules, Council officer internal training, and sessions with LGAT CEO, Dion Lester, on 13 November 2025 and 26 November 2025.
- **Activity 10 | Policy 41 – Council Meeting Procedures:** the Policy was reviewed and adopted on 21 July 2025 Council Meeting.
- **Activity 11 | Policy 67 – Dispute Resolution:** this new Policy was adopted on 21 July 2025 Council Meeting.
- **Activity 20 | Policy 39 – Community Consultation and Communications:** the draft *Local Government Amendment (Targeted Reform) Bill 2025* refers to the establishment of a community engagement strategy (section 70DA). Given this expected change in legislation, Council Officers recommend work on the Policy should be deferred until the reform is in place and any model templates and other supporting documentation are provided to councils to guide the process. The development of a Community Engagement Strategy will involve significant consultation, align with legislation, and consider the strategic alignment with policies, strategies, and plans. It is currently anticipated that the reform will be in place and the review will be able to commence in 2026/27.
- **Activity 27 | Land Improvements Asset Management Plan:** this new asset management plan was adopted on 15 December 2025.
- **Activity 28 | Buildings Asset Management Plan:** this asset management plan was adopted on 15 December 2025.

In addition to the Annual Plan activities, Council has made a positive start in relation to the 2025/26 capital and operational program. This includes maintaining high standards in the delivery of a suite of core services that the community relies upon – roads and footpaths, stormwater, Council buildings and facilities, parks and gardens, swimming pool operations, mountain bike trail maintenance, kerbside waste and recycling collection, facility management and maintenance including cleansing crews, community development, customer services and regulatory services in building, environmental health, animal management, and Council administration and finance.

A copy of the quarterly report is included as an attachment to the agenda.



## Item 12/2026

## Dorset Board of Inquiry | Quarterly Progress Report – 1 Oct to 31 Dec 2025

Reporting Officer: General Manager, John Marik

Ref: DOC/25/18135 | Progress Report: DOC/23/12316

**Purpose**

The purpose of this agenda item is to table the attached Board of Inquiry Directions Quarterly Progress Report for the period 1 October to 31 December 2025 (the Progress Report) regarding the progress of actions taken to implement the Ministerial Directions issued to Council by the Minister for Local Government, the Hon Kerry Vincent MLC, as a result of the Board of Inquiry into Dorset Council.

**Recommendation**

That Council receive and note the attached Board of Inquiry Directions Quarterly Progress Report for the period 1 October to 31 December 2025.

**Background**

On 26 July 2023 the former Minister for Local Government, Nic Street MP, announced the establishment of a Board of Inquiry into Dorset Council and on 2 August 2023, decided to suspend all elected members for the duration of the Board of Inquiry. Mr Andrew Wardlaw was appointed as the Commissioner for Dorset Council from 3 August 2023 and continued in that role until the [Dorset Council Board of Inquiry Report – October 2024](#) was released to the public by the Minister on 22 January 2025. Elected members were reinstated to their roles from 23 January 2025.

Along with the public release of the report the Minister for Local Government, the Hon Kerry Vincent MLC, issued a series of formal Ministerial Directions to Council, to Councillors and to the former Mayor. Each Direction must be implemented within timeframes prescribed by the Minister for that Direction. Further, Council must report quarterly to the Minister on the progress of actions to implement the Directions for the first 12 months, and then every 6 months for the term of the current Council, until all Directions are completed.

**Officers Comments**

The Progress Report documents each of the individual Directions that must be implemented by Council, along with deadlines, status updates and notes of relevance. The Progress Report is a holistic representation of Council's progress meeting each of the individual Directions and is the mechanism that Council will use to meet the requirement of Direction 10, which relates to Council's obligation to report to the Minister in accordance with an agreed schedule.

As of 31 December 2025, Council have completed and submitted all tasks associated with training or implementation of policies and / or procedures. Monitoring of procurement, compliance with new policies and procedures, and progress reporting required by the Minister will continue until the 2026 Local Government elections, as outlined in the Directions.

Please find the Board of Inquiry progress report in the [attachments](#).

**Item 13/2026**      **Northern Tasmania Development Corporation – Membership Review and Progress Update**  
 Reporting Officer: General Manager, John Marik  
 Ref: DOC/25/18136 | Agreement: DOC/26/329 | Progress Update: DOC/25/16359

---

## Purpose

The purpose of this agenda item is twofold:

1. To seek Council's endorsement to enter into a new three (3) year membership and funding agreement with the Northern Tasmania Development Corporation (NTDC) for the period 1 July 2026 to 30 June 2029; and
2. To provide Councillors with a progress update on NTDC activities, projects and financial performance during the current membership period.

## Recommendation

That Council:

1. enter into a three (3) year membership and funding agreement with the Northern Tasmania Development Corporation for the period 1 July 2026 to 30 June 2029; and
2. authorise the General Manager to execute the Northern Tasmania Development Corporation Funding Agreement 2026 – 2029, subject to any minor administrative amendments.
3. note the Northern Tasmania Development Corporation progress update.

## Background

NTDC is the regional development organisation for Northern Tasmania, established to drive economic development outcomes through collaboration between local government, industry and other stakeholders. NTDC's role is to advocate for regional priorities, coordinate strategic projects and provide data-driven insights to support informed decision-making.

The current three-year agreement between northern councils and NTDC covers the period 1 July 2023 to 30 June 2026. Dorset Council re-joined NTDC on a trial basis from 1 December 2023, following a decision of Council in November 2023, with a formal review to be undertaken prior to 31 March 2024.

That review process was completed, including briefings from the NTDC Chief Executive Officer, participation in regional forums, and assessment of delivered and emerging outcomes. Council subsequently resolved to continue membership through to 30 June 2026, aligning with other northern councils.

As the current agreement approaches expiry, NTDC member councils have negotiated a new three-year funding and membership agreement for the period 1 July 2026 to 30 June 2029. This agenda seeks Council's decision on participation in that agreement.

## Planning, Environment and Statutory Requirements

*Local Government Act, Section 22, 82*

## Strategic and Annual Plan

NTDC's current and proposed initiatives align strongly with the following Dorset Council Strategic Plan 2023 - 2032 imperatives:

### Imperative 7.4 – Attract, retain and grow population and workforce

NTDC's Northern Tasmania Population Program directly supports Council's objectives to attract skilled workers, retain existing residents and respond to demographic change. This work is being undertaken at a regional level, allowing Dorset Council to benefit from shared data, modelling and coordinated advocacy that would be significantly more resource-intensive if undertaken independently.

### Imperatives 9.2 and 9.3 – Strategic partnerships and priority project advocacy

NTDC provides a formal mechanism for regional collaboration and advocacy, enabling Dorset Council's Priority Projects to be positioned within a broader northern Tasmanian context. This regional positioning strengthens funding applications, election advocacy and engagement with State and Federal Government agencies, where demonstrated regional alignment is increasingly a prerequisite for success.

Through NTDC, Dorset Council's strategic priorities are advanced as part of an integrated regional narrative rather than as isolated municipal initiatives.

## Risk Management

There is a material risk that progressing major strategic projects without regional coordination would require greater time, effort and cost for Council, while potentially delivering sub-optimal outcomes. Acting alone, Dorset Council would be required to separately commission research, undertake advocacy, engage multiple levels of government and negotiate infrastructure and service planning outcomes that are increasingly considered at a regional scale.

NTDC mitigates this risk by:

- Providing shared regional intelligence, data and analysis; and
- Coordinating advocacy on behalf of multiple councils, increasing influence and credibility; and
- Aligning planning and infrastructure discussions across northern Tasmania; and
- Reducing duplication of effort across member councils.

Without NTDC membership, Dorset Council risks projects being assessed in isolation rather than as part of a coherent regional program, which may reduce funding competitiveness and lead to less efficient or effective outcomes.

Continued membership therefore represents a strategic risk control, supporting Council's ability to deliver on its Strategic Plan within available resources, while ensuring Dorset's interests are represented within regional decision-making frameworks.

The decision to enter a further three-year agreement provides continuity and certainty, while still allowing performance to be reviewed as part of future regional and Council-led reviews.

## Financial and Asset Management Implications

NTDC membership contributions are calculated using a population-based model across participating local government areas. This ensures proportional contributions, with larger councils contributing a higher share of overall funding.

The estimated annual membership contribution for Dorset Council for the 2026/27 financial year is consistent with the current funding methodology and will be incorporated into future budget estimates, subject to annual indexation as outlined in the funding agreement. The current funding level for Dorset is \$33,955 in 2025/26 with the proposed funding for 2026/27 of \$34,932 representing a 2.9% increase. Gastronomy Northern Tasmania historically was managed externally from the NTDC including a separate invoice for approximately \$2,500 per annum. Gastronomy Northern Tasmania is now under the stewardship of NTDC, and the funding agreement is inclusive of the gastronomy membership fee.

## Community Considerations

Regional development outcomes often accrue over extended timeframes and may not be immediately visible within a single municipality. However, long-term projects such as the Blue Derby Mountain Bike Trails demonstrate the significant inter-generational benefits that can arise from sustained regional collaboration.

Community feedback received during Dorset Council's trial and subsequent membership period has been generally positive, particularly in relation to coordinated advocacy, data availability and the profile of regional projects.

Ongoing value from membership is dependent on active engagement by Councillors, the General Manager and staff to ensure Dorset priorities are clearly articulated and pursued through NTDC's work program.

## Officer's Comments

NTDC's work program demonstrates a strong and practical alignment with Dorset Council's Strategic Plan, particularly in areas where regional scale, influence and coordination materially improve outcomes.

Key NTDC initiatives and their strategic alignment include:

- **Population and Workforce Planning**

The Northern Tasmania Population Program supports Council's objectives to attract and retain residents, and workforce. Delivered regionally, this work provides Dorset Council with access to robust demographic analysis, workforce trend modelling and coordinated advocacy that would otherwise require significant internal resourcing to replicate at a municipal level.

- **Priority Project Advocacy**

NTDC's advocacy framework enables Dorset Council's Priority Projects to be advanced as regionally significant investments. This approach strengthens funding submissions and election advocacy, recognising that governments increasingly prioritise projects demonstrating regional benefit rather than isolated municipal outcomes. The NTDC board have approved for three Dorset projects to be added to the NTDC economic prospectus / regional priority projects plan, being the funding of Derby – Future Ready (Blue Derby Master planning), Golconda Road and the North East Rail Trail.

- **Regional Planning and Land Use Coordination**

Through NTDC-led regional planning processes, including engagement in the Regional Planning Group and Regional Land Use Strategy review, Dorset Council benefits from consistent policy

settings, shared infrastructure planning and reduced risk of fragmented or competing approaches across council boundaries.

- **Gastronomy Northern Tasmania**

NTDC's stewardship of Gastronomy Northern Tasmania, including the delivery of initiatives such as agriCULTURED and leveraging Launceston's UNESCO City of Gastronomy designation, provides Dorset Council with access to region-wide food, agriculture and tourism promotion that would not be achievable at a municipal scale alone. Dorset's strong agricultural base, food producers and events benefit from being positioned within a coordinated regional narrative that attracts visitors, investment and industry participation across northern Tasmania, rather than competing in isolation.

- **Project Management Office (PMO) Capability**

NTDC has developed a specialist project management capability, demonstrated through the delivery of complex, multi-agency initiatives such as the Translink Intermodal Facility. This capability provides member councils with access to professional project governance, coordination and delivery expertise for large or regionally significant projects. There is the potential for Council to utilise NTDC's project management capability to assist with future projects and / or with project management mentoring.

- **Data, Evidence and Strategic Insight**

Access to NTDC's data partnerships and regional analysis improves Council's strategic decision-making and long-term planning. Developing equivalent datasets independently would be costly, time-consuming and less effective.

Importantly, progressing these initiatives independently would require Dorset Council to think and act solely within municipal boundaries. In contrast, NTDC enables Council to influence and benefit from outcomes designed at a regional scale, delivering stronger advocacy, improved efficiency and more durable long-term results.

Entering into a new three-year membership agreement from 1 July 2026 ensures Dorset Council continues to leverage regional capability, avoids duplication of effort, and maximises the likelihood that strategic projects are delivered in a timely and effective manner for the benefit of the Dorset community.

**Item 14/2026****Review of Policy No. 27 – Youth | Endorsement for Community Consultation**

Reporting Officer: Director – Community &amp; Development Services, Jayne Miller

Ref: DOC/26/204 | Current Policy: DOC/21/4311 | Reviewed Policy: DOC/25/15472 | Engagement Plan: DOC/25/15475

**Purpose**

The purpose of this agenda item is to present to Council draft Policy No. 27 – Youth, for community consultation.

**Recommendation**

**That Council endorse the draft Policy No. 27 – Youth, for community engagement.**

**Background**

As outlined in the 2025/26 Annual Plan, Policy No. 27 - Youth is scheduled for review by May 2026. At the November Council Workshop, the draft policy was presented, along with a community engagement plan to support the policy review.

The current Policy No. 27 - Youth is silent on certain aspects that the revised policy has sought to include, namely:

- An objective statement that is linked back to Council's Vision.
- Inclusion of Scope, Legislation, Definitions, Policy Context, Policy Actions, Risk Assessment, Related Documents and an Implementation and Review Schedule.
- A definition of Youth / Young People (12-25 years old)
- In Policy Actions, three pillars (Provide, Partner and Promote) have been introduced to clarify Council's role. In this section existing activities of Council have been carried over from the current Policy and some new ideas have been introduced for Council's consideration. These are highlighted in yellow.
- The Policy Context references State Government Strategy and introduces the concept of 'The Nest' a national framework for child and youth wellbeing.
- A link to Policy No. 61 - Safeguarding Children and Young People and Council's responsibilities under Child Safe Standards.

The policy seeks to reposition and clarify Council's role regarding the provision of youth services and activities. This will support a coordinated approach across key stakeholders in working together to make things better for young people in our community as well as link back to a more defined role for Council in this space.

**Planning, Environment and Statutory Requirements**

- *Local Government Act 1993 (TAS)*
- Council Policy No. 61 - Safeguarding Children and Young People
- Council Policy No. 39 – Community Consultation and Communications

## Strategic and Annual Plan

- Dorset Council Strategic Plan (2023-2032), Imperatives 2.1, 2.2, 5.1, 5.2, 6.1
- 2025/26 Annual Plan, Activity 17

## Risk Management

The draft Policy strengthens compliance regarding state legislation - *Child and Youth Safe Organisations Act 2023 (Tas)* and the National Principles for Child Safe Organisations, which set out a nationally consistent approach to promoting a culture of child safety and wellbeing within organisations. The National Principles give effect to the child safe standards recommended by the Royal Commission into Institutional Responses to Child Sexual Abuse.

## Financial and Asset Management Implications

The annual budget process considers funding allocations for any activities listed within the draft policy.

## Community Considerations

The 2021 Census data provides some key demographics regarding young people in Dorset:

- 1,105 (10-24 years) or 16% of the total population of Dorset (6,829)
- For people aged 15 years and over 10% have completed Year 12 and 17.1% have completed a Certificate III
- There are 587 couple family households with children
- 272 (3.9%) people identify as Aboriginal or Torres Strait Islander
- Dorset highlighted as one of the most disadvantaged regions in Australia. This indicates a high proportion of households with low income or a high proportion of households with low education levels.

Council has partnered with Dorset Community House to deliver a four-year project called Bright Dorset, funded by the Tasmanian Community Fund and due to be completed by June 2027. Council contributes \$20,000 in funding annually towards overall project management costs through to June 2027. The Bright Dorset project is informed by the Dorset Youth Needs Analysis and local school and demographic data which outlines recommendations, which the Policy has considered:

Bright Dorset Recommendations	Description	Youth Policy No. 27 Actions
<u>Invest in Young People</u> <i>Prioritise a focus on young people in Dorset.</i>	Include a priority focus on young people in Dorset in all aspects of community life as informed by the Tasmanian Child and Youth Wellbeing Framework and the Healthy Tasmania Strategy. Use strengths based, community informed and evidence informed youth work practice.	Celebrate or acknowledge days of significance for young people.  Apprenticeship, traineeship or work experience opportunities with Council.  Tertiary scholarship opportunities that promote academic development.  Advocate for stakeholder funding in the provision of Youth Services.

<u>Health and Mental Health</u> <i>Invest in locally accessible, youth friendly health and mental health services.</i>	<p>Address the barriers to current health and mental health service models for young people and reduce wait times. Prioritise locally based, youth friendly health services, early intervention and prevention</p>	<p>Advocate for young people at relevant forums and providing advice to other levels of government.</p>
<u>Activities and Things to Do</u> <i>Invest in community activities, events, and safe youth spaces.</i>	<p>Ensure that a range of youth activities are available in Dorset and accessible to young people in remote areas of the Northeast. Affirm and invest in creativity and the arts as well as sporting opportunities. Support community-wide events that include young people as active organisers.</p>	<p>On a case-by-case basis, targeted funding opportunities to support youth activity programs and events that allow young people to celebrate and enjoy being part of the Dorset community.</p> <p>Aligned with Council's plans and strategies, seek external funding opportunities to diversify and enhance the provision of recreational facilities and assets for young people to increase engagement in recreational activity.</p> <p>Young people have the opportunity to participate in artistic and cultural opportunities led by Council.</p>
<u>Safe and Equitable Community</u> <i>Work towards a safe, supportive and equitable community environment.</i>	<p>Address community safety and equity of access to health and recreation resources. Invest in community responses to family and gender-based violence, bullying in all forms and gender equity. Increase health promotion, health literacy and parent support to build community resilience</p>	<p>Participate with local organisations, local schools, service providers and employers to support youth benefitting initiatives and opportunities.</p> <p>Foster relationships and partnerships with community stakeholders and different tiers of government to create new opportunities for young people in the Council area.</p>
<u>Transport and Financial Barriers</u> <i>Invest in sustainable transport solutions for young people in Dorset, especially those living in the remote Northeast of Dorset.</i>	<p>Develop and fund innovative and sustainable transport options for young people to increase their participation in community life. Increase transport access that enables young people to participate in activities, events and community life</p>	<p>Advocate for young people at relevant forums and providing advice to other levels of government.</p>
<u>Youth Participation and Leadership</u> <i>Incorporate youth voice and participation in community decision making at all levels.</i>	<p>Include young people aged 12-25 in community consultation and local decision making. Equip adults in leadership to relate to young people in safe and supportive ways and develop formal channels for youth participation. Provide local leadership opportunities, experiences and mentoring that help build young people's skills and confidence.</p>	<p>Volunteering opportunities that engage younger people to assist them to be actively involved in our community.</p> <p>Practices within Council support the inclusion and engagement of young people in strategy development or planning for future assets.</p>



## Consultation

Council's Consultation and Communication Policy (Policy No. 39) outlines objectives and the steps involved in the consultation and communication process. Attached to this report is a simple community engagement plan for the Youth Policy review which references International Association for Public Participation (IAP2) principles and indicates that engagement will be open for a period of 21 days.

The draft Youth Policy was reviewed by Council's Leadership Team, the Child and Youth Safe Organisations Working Group and presented at a Council Workshop.

## Officers Comments

When considering young people and engaging them to help shape a policy that directly affects them, there are different types of engagement options that can be implemented – surveys and feedback forms, youth friendly pop-up spaces, youth forums, a youth steering committee, focus groups, roundtable forums or creative submissions.

As Council is maturing in its approach to public participation, it is recommended Council implement manageable engagement actions, reflective of the capacities and resources of the Council.

For the purposes of this Youth Policy review and in line with IAP2, Council will undertake a *consultative* process with young people, meaning they are invited to contribute their ideas and opinions via a facilitated mechanism.

Safe and ethical engagement, no matter how Council engages with young people, must be considered.

Council's Policy No. 61 – Safeguarding Children and Young People outlines the ten child safe standards to ensure the safety and wellbeing of children and young people at Dorset Council.

Regarding Privacy and Confidentiality, the following will be implemented in this review:

- Any data resulting from the feedback form will be deidentified / redacted to protect participants' privacy.
- Any data, personal or sensitive information from young people will be managed in accordance with Legislation and Council's Privacy Policy.

In revising this Policy, the following additional resources were accessed:

- **Organisation for Economic Co-operation and Development (OECD) Youth Policy Toolkit 2024**

[OECD Youth Policy Toolkit | OECD](#)

Structured around five pillars, the toolkit provides practical guidance in designing and executing policies that address the unique challenges young people face today and includes OECD data.

- **Federal Government – Office for Youth: Engage! strategy 2024**

[Engage! strategy - Office for Youth, Australian Government](#)

Structured around three priority areas, this strategy aims to ensure young people are empowered, valued, and can contribute to government decision-making.

- **Tasmanian State Government – Wellbeing Tasmania: Child and Youth Wellbeing Strategy 2021**

[It Takes a Tasmanian Village | Have Your Say - Wellbeing Tasmania](#)

The strategy recognises that the growth of Tasmania is intrinsically linked with the wellbeing of Tasmanians, underpinned by the support and initiatives to achieve this. This Strategy reflects the six guiding principles of The Nest Wellbeing Framework.

- Australian Research Alliance for Children and Youth – The Nest Wellbeing Framework 2024

[The Nest Wellbeing Framework - ARACY](#)

The Nest is an evidence-based framework to enhance the wellbeing of all children and young people, and is a free resource designed for widespread adoption by policymakers and practitioners.

## ITEMS FOR NOTING

---

### Item 15/2026 Council Workshops Held Since Last Council Meeting

---

Nil

### Item 16/2026 Elected Member Communications

---

Mayor Calendar | 11 December 2025 to 14 January 2026

#### December 2025

- 11 Weekly meeting with the General Manager, Council Chambers
- 11 Bridport Primary School Presentation Assembly, Bridport
- 11 Scottsdale High School Presentation Evening, Scottsdale
- 12 Councillor Planning Session, Council Chambers
- 12 Former Mayor Peter Partridge funeral, Scottsdale
- 12 Ringarooma Primary School Presentation Assembly, Ringarooma
- 15 Community Meet and Greet session, Bridport Hall
- 15 December Council Meeting, Bridport Hall
- 17 ABC radio interview on Blue Derby
- 18 Christmas function with the Premier of Tasmania, Launceston
- 19 Weekly meeting with the General Manager, Council Chambers
- 19 Meeting with General Manager and Director – Community & Development Services, Council Chambers
- 22 ABC television interview

#### January 2026

- 4 Tasmanian Thousand wood chopping event, Bridport
- 8 Australia Day awards nominations meeting, Council Chambers
- 9 North East Pacing event, Scottsdale Recreation Ground
- 12 Meeting with ratepayer
- 13 ABC radio interview

## Item 17/2026 Management Team Briefing Report

### Purpose

The purpose of this agenda item is to provide Councillors and the community with a briefing on matters of interest dealt with during the past month by Council's Management Team.

### Recommendation

**That Council receive and note the Management Team Briefing Report.**

### CUSTOMER SERVICE REQUESTS | December 2025

	Requests Received December 2025	Comparison Requests December 2024	Received 2025	Comparison 2024
Animal	2	1	39	14
Bike Trails	-	N/A	1	N/A
Bridges	-	-	1	-
Caravan Parks	2	-	11	4
Cemeteries	1	-	2	1
Community Development General	-	-	-	-
Corporate Services General	1	-	17	8
Council Elections	-	-	1	-
Customer Service	-	-	6	10
Emergency Services Enquiries	-	-	1	1
Environmental Management & Health	4	2	22	10
Footpath Enquiries	2	N/A	9	N/A
Government Relations	-	-	-	1
Licencing	-	-	1	-
Parks and Reserves	6	3	41	14
Planning & Building	1	-	7	4
Playground Maintenance	-	N/A	6	N/A
Public Health	-	-	4	2
Public Online Enquiries	-	-	2	1
Public Amenities	-	-	26	10
Public Halls Buildings	3	1	28	14
Recreation Grounds	-	-	16	19
Roads	28	11	256	212
Swimming Pools	-	-	7	-
Waste Management	1	2	12	4
<b>Total Requests</b>	<b>51</b>	<b>20</b>	<b>516</b>	<b>329</b>

*A detailed copy of the 2025 Customer Service Requests is included in the attachments.*

APPROVED APPLICATIONS | December 2025

	Approved December	Approved 2025 YTD	Approved 2024 YTD
<b>Planning</b>	9	102	114
<b>Building</b>	1	67	96
<b>Plumbing</b>	0	39	46

See attachments for detailed information about applications approved in December 2025.

WASTE MANAGEMENT REQUESTS | December 2025

	Requests Received December 2025	Comparison December 2024	FYTD Received 2025/26	Comparison FYTD Received 2024/25
Feedback and Queries	-	-	2	4
Repair Bin	2	2	19	12
Replace Bin	7	1	28	24
Request a New Service	2	4	15	8
Remove Additional Bin	-	1	14	21
Request an Additional Bin	4	2	11	9
Request an Upsize/Downsize	4	-	14	-
Request to Opt Out (of Service)	-	-	3	-
<b>Total Requests</b>	<b>19</b>	<b>10</b>	<b>106</b>	<b>78</b>

## 2025/26 CAPITAL WORKS PROGRAM

Ref: DOC/25/9165

	Complete 2025/26
	Completed in December 2025
	Carried Forward Projects – 2026/27

PROJECT	STATUS
<b>BRIDGES</b>	
Bridge 1508 Garibaldi Road, Pioneer – repairs to piers (addition allocation, storm recovery)	Tender Awarded
<b>Bridge 1604 Panama Forest Road, Golconda – timber deck renewal</b>	<b>Completed</b>
Bridge 1589 Sledge Track, West Scottsdale – timber superstructure renewal (beams & deck)	Procured beams
<b>Bridge 1556 New River Road, Ringarooma – timber deck renewal</b>	<b>Completed</b>
Bridge 1594 Greeta Road, Nabowla – timber superstructure renewal (beams and deck)	Timber ordered
Bridge 1508 Garibaldi Road, Pioneer – slab repairs	
Bridge 1569 Jensens Road, North Scottsdale – upgrade superstructure (timber to concrete)	Funding Application submitted
Bridge 1572 Haas Road, Legerwood – upgrade superstructure (timber to concrete, additional allocation)	Funding received
<b>STORMWATER</b>	
61 King Street, Scottsdale – upgrade stormwater pits	
3 Murphy Place, Scottsdale – undertake network survey and hydrology assessment	Investigation
Main Road, Pioneer – pipe open drain	Quote Awarded
<b>9 Willow Court, Winnaleah – design and install new network</b>	<b>Completed</b>
21 Thomas Street, Scottsdale – design and install new network	Commenced
52 Scott Street, Branxholm – design and install new network	Design
<b>3 Thomas Street, Scottsdale – design and install new network</b>	<b>Completed</b>
<b>ROADS – RESHEETING</b>	
Old Waterhouse Road, Waterhouse	Completed
Cape Portland Road, Gladstone	Completed
<b>Bridport Back Road, Nabowla</b>	<b>Completed</b>
Nourses Road, Bridport	Completed
Unwins Road, Springfield	Completed
McDonalds Avenue, Ringarooma	Completed
Dead Horse Hill Road, Ringarooma	Completed
Pera Flats Road, Ringarooma	Completed
Swanee Road, Winnaleah	Completed
Ferny Hill Road, Bridport	Completed
Bridport – urban resheeting (various locations)	Completed

PROJECT	STATUS
<b>ROADS – RESEALS</b>	
George Street, Scottsdale – highway access	Prep work completed
Maurice Street, Legerwood	Prep work completed
Spotswood Drive, Scottsdale	Prep work completed
Beattie Street, Scottsdale	Prep work completed
Ringarooma Road, Scottsdale – highway access	Prep work completed
Christopher Street, Scottsdale	Prep work completed
Mary Street, Scottsdale	Prep work completed
Alice Street, Scottsdale	Prep work completed
East Maurice Road, Ringarooma	Prep work completed
Oakdene Road, Jetsonville	Prep work completed
Barnbogle Road, Bridport	Prep work completed
Barnett Road, Ringarooma	Prep work completed
Ruby Flats Road, Branxholm	Prep work completed
Derby Back Road, Derby	Prep work completed
<b>Sykes Road, Springfield</b>	<b>Completed</b>
<b>Arnold Place, Scottsdale</b>	<b>Completed</b>
<b>Charles Street, Pioneer – additional reseal</b>	<b>Completed</b>
<b>ROADS – OTHER PROJECTS</b>	
<b>Willis Road, Lietinna – hotmix overlay intersection with Golconda Road</b>	<b>Completed</b>
<b>Koomeela Road, West Scottsdale – culvert repairs</b>	<b>Completed</b>
Banca Road, Winnaleah – pavement repair and hotmix surface	Commenced
Golconda Road, Nabowla – 3.4km safety upgrades and pavement renewal	Commenced
Ferny Hill Road, Bridport – landslip repair (storm damage)	Design
Golconda Road, Golconda – pavement design	Design
Bentley Street, Bridport – footpath renewal	
Ellenor Street, Scottsdale – design pavement renewal	Design
Austins Road and Tasman Highway, Scottsdale – junction upgrade	Commenced
<b>Northeast Lane, Scottsdale – design</b>	<b>Completed</b>
Union Street, Scottsdale – kerb and stormwater upgrade (stage 1)	Commenced
Pioneer township – footpath	Quote Awarded
Golconda Road, Golconda – freight and safety improvement strategy	
Buckney's Road, Scottsdale – road survey	Commenced

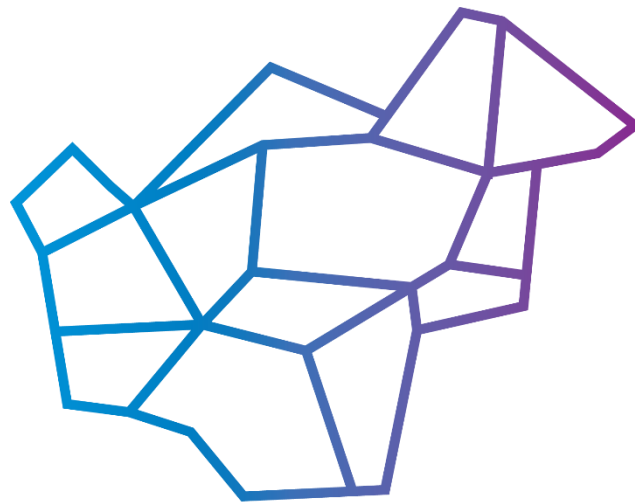
PROJECT	STATUS
<b>BUILDINGS</b>	
<b>Bridport Seaside Caravan Park – camp kitchen renewal (replace beams)</b>	<b>Completed</b>
Bridport Seaside Caravan Park – electrical switchboard renewal and underground cables (stage 1)	Scheduled – April
<b>Northeast Park, Scottsdale – electrical upgrades and shower payment machine upgrades</b>	<b>Completed</b>
<b>Winnaleah Old Scout Hall – replace old louvre windows</b>	<b>Completed</b>
Derby, Branhholm, Ringarooma, Winnaleah & Legerwood – switchboard upgrades	Commenced
Pioneer Hall – toilet renewal	Planning
<b>Northeast Park, Scottsdale – BBQ replacement</b>	<b>Completed</b>
Scottsdale – switchboard upgrades (various sites)	Planning
<b>Scottsdale Aquatic Centre – toilet and shower renewal</b>	<b>Completed</b>
Branhholm Hall – kitchen renewal (Pines Committee donation)	Planning
Bridport Seaside Caravan Park – amenities upgrade (shower cubicle storage / shelving)	
Bridport Seaside Caravan Park – cabin upgrades / outdoor area improvements	
Scottsdale Waste Transfer Station – Reuse Centre shop extension	Planning
<b>Scottsdale Waste Transfer Station – heat pump</b>	<b>Completed</b>
Derby Depot – alarm system and cameras	Planning
<b>Scottsdale Depot – relocation of storage sheds (additional allocation)</b>	<b>Completed</b>
<b>Nugget Sellars Pavilion (Scottsdale Recreation Ground) – heat pump</b>	<b>Completed</b>
Scottsdale Aquatic Centre – remote access through Council network	Scheduled - April
<b>LAND IMPROVEMENTS</b>	
Blue Derby – network signage	
<b>Bridport Seaside Caravan Park and Bridport Foreshore – BBQ replacement</b>	<b>Completed</b>
Scottsdale Aquatic Centre – flow meter and motor protection on leisure pool pumps	Planning
Scottsdale Aquatic Centre – chlorinator pump critical spare parts	Commenced
Scottsdale Aquatic Centre – balance tank temporary shut off valve	Ordered
Scottsdale Aquatic Centre – leisure pool filter sand replacement	Planning
<b>Scottsdale Aquatic Centre – replace umbrella covers</b>	<b>Completed</b>
<b>Derby Park – Ringarooma Road erosion repairs</b>	<b>Completed</b>
<b>Pine Plantation, Ringarooma Road, Scottsdale – replanting (additional allocation)</b>	<b>Completed</b>
Blue Derby – Black Stump car turning area redevelopment	Planning
Blue Derby – Top Creek drop off area completion	Planning
Netball court upgrades – Scottsdale, Bridport and Derby (Stage 1)	Planning
Scottsdale Railway Station precinct redevelopment	Commenced
Blue Derby – memorial lookout	Planning
Ellesmere Cemetery, Scottsdale – new memorial wall	Planning
Scottsdale sports precinct – master planning	
Scottsdale Aquatic Centre – covered pool feasibility study	



PROJECT	STATUS
<b>CARRY FORWARD PROJECTS</b>	
<b><u>Bridges</u></b>	
Bridge 1508 Garibaldi Road, Pioneer – scour protection piers (storm recovery)	Tender Awarded
Bridge 1572 Haas Road / Frenches Creek, Legerwood – upgrade to concrete	Funding received
<b><u>Roads</u></b>	
South Street, Bridport – replace kerb	
King Street, Scottsdale – pedestrian crossing	Planning
George Street, Scottsdale – pedestrian crossing	Planning
Coplestone Street, Scottsdale – new footpath	Planning
<b><u>Buildings</u></b>	
Building Renovations (Blue Derby Foundation) - 57 Main Street, Derby	
Scottsdale Railway Station Building – restoration	
Derby Depot – new trail crew storage shed	Planning
Bridport Seaside Caravan Park – planning for new camp kitchen at Goftons Beach	Planning
Branxholm Waste Transfer Station – Oil Bunded Shed	Planning
Branxholm Waste Transfer Station – Recycling Shed	Planning
Gladstone Waste Transfer Station – Oil Bunded Shed	Planning
Gladstone Waste Transfer Station – Recycling Shed	Planning
Scottsdale Waste Transfer Station – Oil Bunded Shed	Planning
<b><u>Land Improvements</u></b>	
Croquet Lawn Beach, Bridport – access improvements	Investigations
Blue Derby Mountain Bike Trails – Tunnel stairs	
Bridport Lions Club Adventure Playground upgrade (election grant)	
Scottsdale Childrens Reserve Playground upgrade (election grant)	Planning
Scottsdale community bike track	
Gladstone community park	
Waste Transfer Station signage	Commenced
<b>CWA Carpark, Bridport – solar light</b>	<b>Completed</b>

## CLOSURE OF MEETING

Time Meeting Closed:



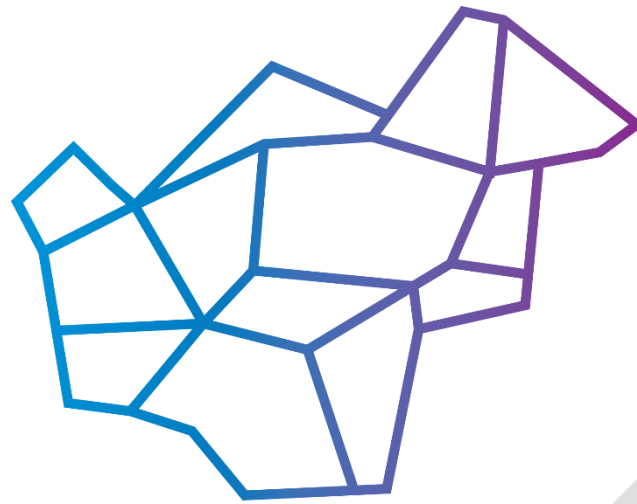
*dorset*  
C O U N C I L

# Ordinary Council Meeting

## Agenda Attachments

Monday, 19 January 2026

*it's in the making*



*dorset*  
COUNCIL

# Ordinary Minutes

## Council Meeting

Monday, 15 December 2025

BRIDPORT HALL

*it's in the making*

## Ordinary Meeting of Council

PROCEDURAL ITEMS	5
Item 225/2025 Declaration of Interest	5
Item 226/2025 Confirmation of Ordinary Council Meeting Minutes – Monday, 17 November 2025	5
DECISION	5
Item 227/2025 Confirmation of Agenda	5
DECISION	5
Item 228/2025 Public Question Time	6
Item 229/2025 Public Address of Meeting	8
Item 230/2025 Councillor Question Time	9
Item 231/2025 Requests for Leave of Absence	9
Item 232/2025 Notifications of Leave of Absence for Parental Leave	9
Item 233/2025 Councillor Motions with Notice	9
PLANNING AUTHORITY MATTERS FOR DECISION	10
Item 234/2025 Planning Application – Construction and Use of a New Jetty including Vehicle and Pedestrian Access Infrastructure   Croquet Lawn Beach and Regatta Point (Bentley Street) BRIDPORT	10
DECISION	11
ITEMS FOR DECISION	13
Item 235/2025 Annual General Meeting Motion   Dorset Street Upgrade Assessment Strategy	13
DECISION	13
Item 236/2025 Buildings Asset Management Plan 2025	14
DECISION	14
Item 237/2025 Land Improvements Asset Management Plan 2025	14
DECISION	14
Item 238/2025 The Value of Blue Derby to the Tasmanian Economy	14
DECISION	15
Item 239/2025 Review of Policy No. 2 – Councillor Expenses	15
DECISION	15
Item 240/2025 Schedule of Council Meeting Dates 2026	15
DECISION	16
ITEMS FOR NOTING	16
Item 241/2025 Council Workshops Held Since Last Council Meeting	16
Item 242/2025 Elected Member Communications	16
Mayor Calendar   13 November – 10 December 2025	16
Item 243/2025 Management Team Briefing Report	17
DECISION	17
COUNCIL COMMITTEE: Dorset Council Audit Panel Meeting Minutes	18
COUNCIL COMMITTEE: Dorset Municipal Emergency Management Committee Minutes	18
COMMUNITY COMMITTEE: Pioneer Lake Advocacy Group Meeting Notes	18

COMMUNITY UPDATE: Draft North East Marketing Strategy and Plan	18
COMMUNITY UPDATE: Governor of Tasmania Visit to Dorset   Friday, 5 December 2025	18
WASTE MANAGEMENT REQUESTS   November 2025	18
APPROVED APPLICATIONS   November 2025	18
CUSTOMER SERVICE REQUESTS   November 2025	19
2025/26 CAPITAL WORKS PROGRAM	20
<b>CLOSURE OF MEETING</b>	<b>23</b>
<b>Time Meeting Closed: 7:59pm</b>	<b>23</b>

UNCONFIRMED



## Council Meeting - Minutes

### Monday, 15 December 2025

Meeting Opened: 6:00pm

#### Council Meetings Procedures

In accordance with Policy No. 41: Council Meeting Procedures, this Meeting is being recorded. By attending the Meeting in person, you are consenting to personal information being recorded and published. No unauthorised filming or recording of the Meeting is permitted.

Visitors are reminded that Council Meetings are a place of work for Council Officers and Councillors.

The Council is committed to meeting its responsibilities as an employer and as host of this important public forum, by ensuring that all present meet expectations of mutually respectful and orderly conduct. It is a condition of entry to the Bridport Hall that you cooperate with any directions or requests from the Chairperson or Council Officers.

The Chairperson is responsible for maintaining order at Council Meetings. The General Manager is responsible for health, wellbeing and safety of all present. The Chairperson or General Manager may require a person to leave the Council's premises following any behaviour that falls short of these expectations.

Language and conduct at a Meeting that could be perceived as offensive, defamatory or threatening to a person in attendance or listening to the recording, is not acceptable. It is an offence to hinder or disrupt a Council Meeting.

**Present:** Councillors Rhys Beattie (Mayor), Edwina Powell (Deputy Mayor), Wendy McLennan, Anthony Richards, Jan Hughes, Kahlia Simmons, Nick Bicanic, Mervyn Chilcott

General Manager: John Marik, Director – Corporate Services: Lauren Tolputt, Director – Community & Development Services: Jayne Miller, Consultant Planner: George Walker, Executive Assistant: Sarah Forsyth

**Apologies:** Councillor Vincent Teichmann, Director – Infrastructure: Kerry Sacilotto

## Acknowledgement of Country

Dorset Council acknowledges the deep history and culture of the First People who were the traditional owners of the lands and waterways where we live and work. We acknowledge the clans-people who lived here for over a thousand generations on the Country where Bridport is built and throughout the area we know as the north east region.

Dorset Council acknowledge the present-day Aboriginal custodians and the inclusive contribution they make to the social, cultural and economic essence of the municipality.

## PROCEDURAL ITEMS

### Item 225/2025 Declaration of Interest

In accordance with Section 48 of the *Local Government Act 1993*, Regulation 10(8) of the *Local Government (Meeting Procedures) Regulations 2025* and the Tasmanian Local Government Code of Conduct, Councillors are requested to indicate whether any have, or are likely to have, an interest in any item on the agenda.

#### INTEREST DECLARED

Nil

### Item 226/2025 Confirmation of Ordinary Council Meeting Minutes – Monday, 17 November 2025 Ref: DOC/25/16219

*The Chair reported that he had viewed the minutes of the Ordinary Meeting held on Monday, 17 November 2025 finds them to be a true record and recommends that they be taken as read and signed as a correct record.*

#### DECISION

MOVED: Cr Hughes | SECONDED: Cr Chilcott

That the Minutes of Proceedings of the Dorset Council Ordinary Meeting held on Monday, 17 November 2025 having been circulated to Councillors, be confirmed as a true record.

CARRIED UNANIMOUSLY

### Item 227/2025 Confirmation of Agenda

#### DECISION

MOVED: Cr Simmons | SECONDED: Cr Powell

That Council confirm the Agenda and order of business for the Monday, 15 December 2025 Council Meeting.

CARRIED UNANIMOUSLY

<sup>1</sup>Members of the Public can ask a maximum of two question(s) without notice during Public Question Time. The Chairperson reserves the right to consider questions above this limit will be accepted or treated as correspondence.

Any person asking a question is asked to stand (if able), clearly state their name and suburb they live.

Question(s) must be clear and concise, not be a statement and have minimal pre-amble. Any answer given is not to be debated.

Members of the public must provide any question(s) without notice in writing to the Executive Assistant either before the commencement of the Meeting or within 24 hours.

The following questions were **taken on notice** at the 17 November Council Meeting:

#### Len Gillett, Bridport

1. *Council's water irrigation rights for resale will apparently decrease from \$668,000 to approx \$458,000. Will Council be reimbursed for this asset write-down?*

#### **Response from Director – Corporate Services:**

To clarify the community update provided in the 15 September 2025 Council Meeting agenda regarding the Scottsdale Irrigation Scheme, Council is not writing down the value of its water entitlement holding.

Under Council's longstanding arrangement with Tasmanian Irrigation, when Tasmanian Irrigation sells water rights, 50% of the volume sold is deducted from Council's water entitlement holding. Once the transaction between Tasmanian Irrigation and TasWater for TasWater's purchase of 300 mega litres is completed, Tasmanian Irrigation will then purchase 150 mega litres from Council. Council will receive payment for the water entitlement holding based on the sale price per mega litre at the time of settlement. Any difference between the asset's recorded value and the sale price will be recognised as a profit on sale. After this sale, Council's remaining entitlement will be 327 mega litres.

2. *Does Council agree that supplementing the Brid River with this water is a satisfactory solution for Bridport's water surety when a cleaner and more robust, albeit more expensive, pipeline solution was previously proposed?*

#### **Response from General Manager:**

TasWater is the authority in charge of water supply, sewage and wastewater management, including the end-to-end infrastructure management for those services. It is TasWater's role as the technical lead of these services to determine the best solution for Bridport's water surety. Council does not have technical experience, technical information or oversight of these functions to express an opinion on this matter. More information can be found [here](#) and queries can be directed to TasWater with details available on their [contact us page](#).

The following question has been **received on notice**:

<sup>1</sup> In accordance with Regulations 33, 36 & 37 and Council Policy No. 41: Council Meeting Procedures



## Lawrence Archer, Bridport | 1 December 2025

*Can I be provided with a list of all financial transactions between the registered charitable organisation, Blue Derby Foundation and Dorset Council since 1st July 2022 without resorting to provisions of the Right to Information Act.*

### Response from Director – Corporate Services:

Along with the income and expenditure allocations published in the annual budget estimates, the Blue Derby Mountain Bike Trails operating results are reported quarterly at an open Council Meeting and include all associated income and expenditure. Several public reports have also outlined the transfer of operations to the Blue Derby Foundation. Overall, the financial information for the Blue Derby Mountain Bike Trails is routinely disclosed. If Mr Archer seeks more detailed information, he will need to submit an Application for Assessed Disclosure under the *Right to Information Act 2009*.

The following questions were received without notice from members of the public:

### Louise Brooker, Bridport

*I understand a deed of \$600,000 was granted by Michael Ferguson for a further costing and feasibility study for constructing a new cut from the Trent Water to Anderson Bay. Who has that money and what can Council tell us about progress towards that study becoming available to the public?*

### Response from General Manager:

So, I'll just backtrack a little bit, just to give a bit of framing to where we've come from and where we are. I won't give the timeframes just in case I get the dates wrong, but back in Peter Gutwein's days, there was a \$5 million commitment for a Pier which was an election commitment that was made.

The \$600,000 that you allude to has been taken out of that \$5 million, which left \$4.4 million for a Pier – which is up for discussion tonight as part of the planning application. That \$600,000 was meant for, firstly, a new river entrance and a detailed study, and if there was any money left over, there was going to be a secondary review where the past Council wanted to – and I'm not saying the current one doesn't, but it's not part of our Priority Projects at this stage - to have an analysis of a marina.

To answer your question, there was a letter which was given to Council that this \$600,000 would be utilised by Council to do that detailed study. That money is currently held by Marine and Safety Tasmania (MAST), has never been received by Council and no deed has been entered at this stage with MAST.

First and foremost, MAST's priority has been to focus on the Pier. Then the secondary part MAST were going to enter negotiations as to how that \$600,000 would be utilised and enter a deed with Council because we don't have the expertise or the know-how to undertake that study for that \$600,000.

### Jen Barron, Bridport

*My question to Council tonight is about the access from Croquet Lawn to Croquet Lawn Beach. I originally put in a service request in August 2020 in relation to this. The response received stated that it was not in the budget. It was later put into the budget and then much later I was informed that it was part of the pier project. When the DA came out for the pier it was clearly not part of this. What is the plan for the access*

*from Croquet Lawn to Croquet Lawn Beach as the makeshift concrete block steps that are place at the moment are a huge risk to users?*

**Response from General Manager:**

I suppose the reason you've been told that it's pinned to this project, as again the Pier's the priority - ultimately the Pier might impact the sand flow. It's a high erosion area and purely my opinion, but there needs to be a lot of work for high erosion areas whether it's even one, the right area to put in an access, and two, to do it in the right way.

So, we've spoken to some other councils, such as Devonport and Burnie, they've done steps and accesses to some of their beaches and they end up going down metres, otherwise what will happen is you'll get erosion and you'll just have this access point just floating there because of the erosion. So, what looks like a very simple exercise and a simple fix, that simple fix might be tens of thousands of dollars, it might again be wasted money. So, we need to do some reviews, including whether that's the right area for an access point.

**Lawrence Archer, Bridport**

1. *Between the Bridport Hall and the Old Pier there is only one single pan toilet available for public use. This single toilet services the Croquet lawn and Eastmans beach areas as well as the new pier area. What plans does Council have for public toilets in these areas?*

**QUESTION TAKEN ON NOTICE**

2. *Since 2015 has any elected member received assistance relating to a code of conduct complaint/s by a claim on any Council insurance policy, or legal advice paid for by Council?*

**QUESTION TAKEN ON NOTICE**

**Item 229/2025      Public Address of Meeting**

<sup>2</sup>Members of the public can make a statement at a Council Meeting; it is not question or discussion time with Councillors. Prior to making a statement, the person is asked to stand (if able), clearly state their name and suburb they live.

Members of the public wishing to address Council at a Meeting shall indicate their intent and subject matter in writing by 10am on the Friday prior to the Meeting.

A person seeking to make a statement to may speak for a period up to 3 minutes but may be extended at the discretion of the Chairperson to a maximum of 5 minutes.

All proposed statements are to be provided in writing prior to the Meeting to allow for circulation and inclusion in the minutes of the Meeting.

Nil

<sup>2</sup> In accordance with Regulations 46 and Council Policy No. 41: Council Meeting Procedures

## Item 230/2025 Councillor Question Time

---

<sup>3</sup>Councillors can ask a maximum of two question(s) without notice during Councillor question time. The Chairperson reserves the right to consider questions above this limit will be accepted or treated as correspondence.

Question(s) must be clear and concise, not be a statement, have minimal pre-amble, not offer an argument or opinion, draw conclusions, or make any accusations. Any answer given is not to be debated.

Councillors must provide question(s) without notice in writing to the Executive Assistant either before the commencement of the Meeting or within 24 hours.

Nil

## Item 231/2025 Requests for Leave of Absence

---

Nil

## Item 232/2025 Notifications of Leave of Absence for Parental Leave

---

Nil

## Item 233/2025 Councillor Motions with Notice

---

Nil

---

<sup>3</sup> In accordance with Regulations 33, 34 & 35 and Council's Policy No. 41: Council Meeting Procedures

# PLANNING AUTHORITY MATTERS FOR DECISION

The Chair announced that Council intends to act as a Planning Authority under the *Land Use Planning and Approvals Act 1993* (LUPA Act) when considering Item 234

Item 234/2025      Planning Application – Construction and Use of a New Jetty including Vehicle and Pedestrian Access Infrastructure | Croquet Lawn Beach and Regatta Point (Bentley Street) BRIDPORT  
 Reporting Officer: Planning Consultant, George Walker  
 Ref: DOC/25/17589 | Planning Assessment Report: DOC/25/17590 | PLA/2025/86

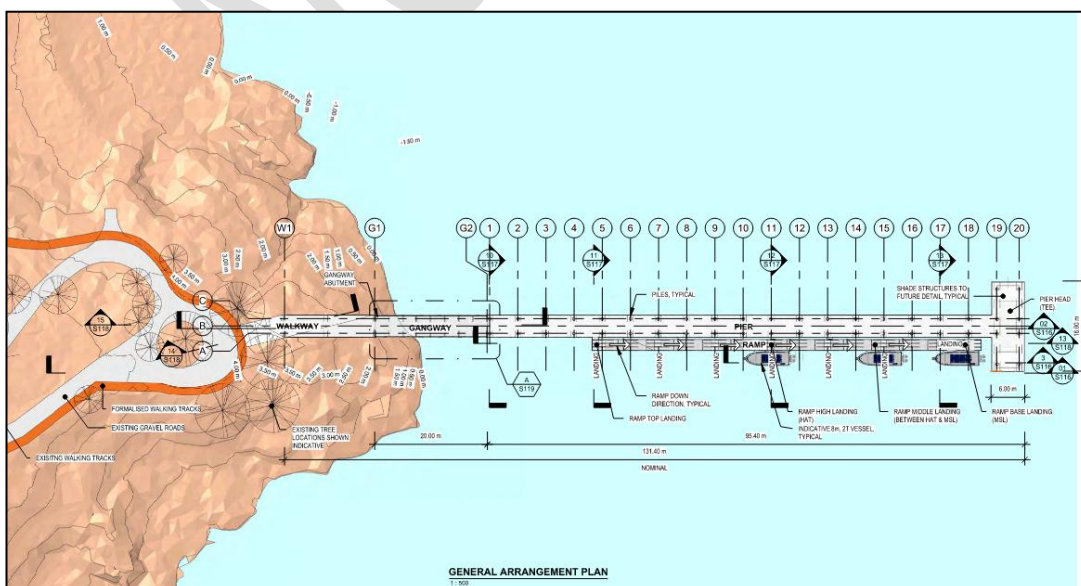
## Purpose

The purpose of this report is for Council to assess and determine an application for construction and use of a new jetty including vehicle and pedestrian access infrastructure at Croquet Lawn Beach and Regatta Point (Bentley Street), Bridport.

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



Figure 2- general arrangement plan of the proposed jetty.



*Council Officers advised Councillors that an additional condition – condition 5 – be recommended for inclusion relating to Crown consent for the application and an administrative error identified post circulation of the meeting papers. Councillors were provided with the recommended condition, along with the corrected Crown correspondence prior to the meeting.*

## **DECISION**

**MOVED: Cr McLennan | SECONDED: Cr Chilcott**

That, in accordance with sections 51 and 57 of the *Land Use Planning and Approvals Act 1993* and clause 6.8.1 of the *Tasmanian Planning Scheme - Dorset*, it is recommended that Construction and use of a new jetty including vehicle and pedestrian access infrastructure be approved subject to the following conditions:

### **1. Basis of Approval**

The use and development for **Construction and use of a new jetty including vehicle and pedestrian access infrastructure** is approved and must be undertaken generally in accordance with the following endorsed plans including their recommendations:

- a) Application for Planning Permit New Jetty Bridport prepared by All Urban Planning dated 8 October 2025;
- b) New Bridport Pier prepared by Burbury Consulting inclusive of the following drawings:
  - i. Cover Page and Locality Plan Drawing No. 24-1953-S100 Rev A dated 26.03.2025;
  - ii. Site Plan Drawing No. 24-1953-S106 Rev A dated 26.03.2025;
  - iii. General Arrangement Drawing No. 24-1953-S110 Rev A dated 26.03.2025;
  - iv. Sections Sheet 1 of 3 Drawing No. 24-1953-S116 Rev A dated 26.03.2025;
  - v. Sections Sheet 2 of 3 Drawing No. 24-1953-S117 Rev A dated 26.03.2025;
  - vi. Sections Sheet 3 of 3 Drawing No. 24-1953-S118 Rev A dated 26.03.2025;
  - vii. Detail Plans and Sections Drawing No. 24-1953-S119 Rev A 26.03.2025;
  - viii. 3D Views Sheet 1 of 3 Drawing No. 24-1953-S120 Rev A dated 26.03.2025;
  - ix. 3D Views Sheet 2 of 3 Drawing No. 24-1953-S121 Rev A dated 26.03.2025;
  - x. 3D Views Sheet 3 of 3 Drawing No. 24-1953-S122 Rev A dated 26.03.2025;
- c) Coastal Hazard Report for Planning Authority Job No. 24-1953 prepared by Burbury Consulting dated 28.03.2025;
- d) Flora and Fauna Report: Proposed Public Pier Bridport prepared by RMCG dated 16 September 2024;
- e) Marine Natural Values Assessment Version 1 prepared by Marine Solutions Tasmania Pty Ltd dated October 2024;
- f) Aboriginal Heritage Assessment Report Final Draft Version 1 prepared by Cultural Heritage Management Australia dated 04.06.2025;

### **2. Exterior Finishes**

Exterior finishes of all materials associated with the jetty must have a light reflectance value of not more than 40%.

### 3. Retention of Vegetation

All eucalyptus trees within and in proximity to the development area of the jetty, including realigned walking trails and vehicle access roads must be retained by ensuring the alignment of the jetty and turning area around trees. Eucalyptus trees must only be removed where there is no practical alternative to achieve functionality for the approved jetty, walking trails and access road. Prior to the removal of any eucalyptus trees written justification as to why their removal is required is to be provided including why there is no other practical solution to retain the tree specimen.

### 4. Construction Guidelines

The proposed jetty must be constructed in accordance with all applicable guidelines within the Tasmanian Coastal Works Manual, as amended.

### 5. Crown Consent

That Council approve the construction and use of a new jetty including vehicle and pedestrian access infrastructure on Crown Land, at Croquet Lawn Beach and Regatta View Point, Bentley Street Bridport congruent to the updated Crown consent letter provided by Marine and Safety Tasmania on 15 December 2025.

**NOTE:** For the purpose of this permit “the person responsible”, depending on the context, means:

- a) The person who has and takes the benefit of this permit for the undertaking of the use or development authorised pursuant to it;
- b) The person or persons who undertake development or use pursuant to this permit; and
- c) Servants, agents and contractors, in each case of such persons.

#### ADVISORY NOTES

##### *(i) Permission in Writing*

*Any reference to the need for Council approval of a matter or thing prescribed under the conditions pertinent to this permit requires such approval to be given in writing.*

##### *(ii) Objections to Proposal*

*This permit has no effect until the expiry of the period for the lodgement of an appeal against the granting of the permit or, if an appeal is lodged, until ten days after the appeal has been determined by the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT).*

##### *(iii) Appeal Provisions*

*Attention is directed to sections 61 and 62 of the Land Use Planning and Approvals Act 1993 (as amended) which relate to appeals. These provisions should be consulted directly, but the following provides a guide as to their content:*

- *A planning appeal may be instituted by lodging a notice of appeal with the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT).*
- *A planning appeal may be instituted within 14 days of the date the planning authority serves notice of the decision on the applicant.*

##### *(iv) Permit Commencement*

*This permit takes effect 14 days after the date of Council's notice of determination or at such time as any appeal to the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT) is abandoned or determined. 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.*

(v) *Period of Approval*

Pursuant to Section 53(5) the Land Use Planning and Approvals Act 1993, this approval will lapse after a period of two (2) years from:

- a. the date on which the permit is granted; or
- b. if an appeal has been instituted against the planning authority's decision to grant the permit, the date of the determination or abandonment of the appeal,

if the use or development is not substantially commenced within that period.

(vi) *Other Approvals*

This permit does not imply that any other approval required under any other by-law or legislation has been granted. At least the following additional approvals may be required before construction commences:

- a. Building approval
- b. Plumbing approval

**CARRIED UNANIMOUSLY**

## ITEMS FOR DECISION

Item 235/2025      **Annual General Meeting Motion | Dorset Street Upgrade Assessment Strategy**  
 Reporting Officer: Director – Infrastructure, Kerry Sacilotto  
 Ref: DOC/25/17733 | 2025 AGM Minutes: DOC/25/17453

### Purpose

The purpose of this agenda item is to consider a motion passed at Council's Annual General Meeting held on 8 December 2025 requesting Council develop a Dorset street upgrade assessment strategy.

*"That Council undertake an assessment of unconstructed and insufficiently constructed streets in Bridport, Scottsdale and all other Dorset towns and formulate a strategy for their eventual upgrading."*

### DECISION

**MOVED: Cr McLennan | SECONDED: Cr Hughes**

**That Council:**

1. receive and note the motion received from the 2025 Annual General Meeting; and
2. defer the item for discussion at a future Workshop.

**CARRIED UNANIMOUSLY**



## Item 236/2025

## Buildings Asset Management Plan 2025

Reporting Officer: Director – Corporate Services, Lauren Tolputt  
 Ref: DOC/25/17466 | 2025 Plan: DOC/25/17460

## Purpose

The purpose of this agenda item is to table Council's reviewed Buildings Asset Management Plan (AMP).

DECISION

MOVED: Cr Powell | SECONDED: Cr Hughes

That Council adopts the attached Buildings Asset Management Plan 2025.

CARRIED UNANIMOUSLY

## Item 237/2025

## Land Improvements Asset Management Plan 2025

Reporting Officer: Director – Corporate Services, Lauren Tolputt  
 Ref: DOC/25/17468 | Plan: DOC/25/17463

## Purpose

The purpose of this agenda item is to table Council's new Land Improvements Asset Management Plan (AMP).

DECISION

MOVED: Cr Simmons | SECONDED: Cr Hughes

That Council adopts the attached Land Improvements Asset Management Plan 2025.

CARRIED UNANIMOUSLY

## Item 238/2025

## The Value of Blue Derby to the Tasmanian Economy

Reporting Officer: Director – Community & Development Services, Jayne Miller  
 Ref: DOC/25/17457 | Economic Report: DOC/25/14024

## Purpose

The purpose of this agenda item is to table the report: *The Value of Blue Derby to the Tasmanian Economy, August 2025*.

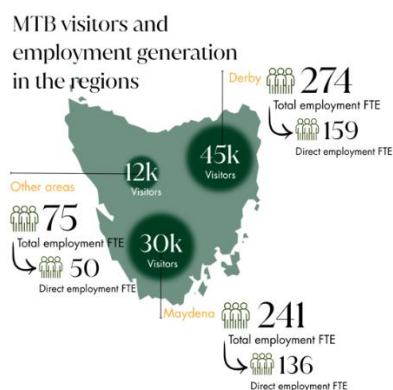


Figure 1 – Key results visitation and employment  
 (Source: Episteme)

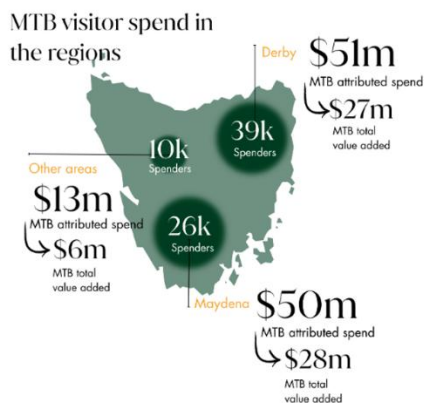


Figure 2 – Key results – Visitor Spend



*Cr Simmons left the Meeting during presentation of Item 238 (7:26pm)*

*Cr Simmons returned to the Meeting during presentation of Item 238 (7:28pm)*

#### DECISION

**MOVED: Cr Hughes | SECONDED: Cr Powell**

That Council receives and notes the attached report: *The Value of Blue Derby to the Tasmanian Economy, August 2025.*

**CARRIED UNANIMOUSLY**

#### **Item 239/2025**

#### **Review of Policy No. 2 – Councillor Expenses**

Reporting Officer: Director – Corporate Services, Lauren Tolputt

Ref: DOC/25/17616 | Revised Policy: DOC/25/11209

#### **Purpose**

The purpose of this agenda item is to present the revised Policy 2 – Councillor Expenses for adoption.

#### DECISION

**MOVED: Cr Chilcott | SECONDED: Cr Powell**

That Council adopts the attached revised Policy No. 2 – Councillor Expenses.

FOR	AGAINST
Councillor Beattie	Councillor Simmons
Councillor Chilcott	Councillor Hughes
Councillor Powell	
Councillor Bicanic	
Councillor Richards	
Councillor McLennan	

**CARRIED**

#### **Item 240/2025**

#### **Schedule of Council Meeting Dates 2026**

Reporting Officer: General Manager, John Marik

Ref: DOC/25/15883 | 2026 Schedule: DOC/25/15891

#### **Purpose**

The purpose of this agenda item is for Council to approve a schedule of dates for Ordinary Council Meetings, Briefing Workshops and the Annual General Meeting for 2026

**DECISION****MOVED: Cr Simmons | SECONDED: Cr Hughes****That Council:**

1. adopt the following 2026 Ordinary Council Meeting Schedule – held at the Council Chambers, Scottsdale commencing at 6:00pm:

Monday, 19 January	Monday, 16 February	Monday, 23 March
Monday, 20 April	Monday, 18 May	Monday, 22 June
Monday, 20 July	Monday, 17 August	Monday, 21 September
Monday, 19 October	Monday, 16 November	Monday, 14 December

2. adopt the following 2026 Schedule of Informal Community Meet and Greet Sessions to be held at locations as listed:

Friday, 23 January @ Tomahawk	Wednesday, 11 March @ Ringarooma	Tuesday, 28 July @ Bridport	Monday, 7 September @ Branxholm
----------------------------------	--	--------------------------------	------------------------------------

3. continue to hold monthly Briefing Workshops on the first Tuesday of the month, commencing at 9:30am, with the following exceptions:
  - a. nil in January due to Christmas / New Year holiday period; and
  - b. first Wednesday in April due to conflict with Easter.
4. adopt, by absolute majority, that the Annual General Meeting be held on Monday, 7 December 2026, at the Council Chambers, Scottsdale commencing at 4:00pm.
5. publish the schedule of 2026 Ordinary Council Meeting dates in a daily newspaper as prescribed in the *Local Government (Meeting Procedures) Regulations 2025*.

**CARRIED UNANIMOUSLY****ITEMS FOR NOTING****Item 241/2025 Council Workshops Held Since Last Council Meeting**

26 November | Councillor Learning &amp; Development Session

2 December | Briefing Workshop

**Item 242/2025 Elected Member Communications****Mayor Calendar | 13 November – 10 December 2025****November 2025**

13 Weekly meeting with the General Manager, Council Chambers

13 TasWater Briefing, online

- 13 LGAT Councillor Learning and Development Online Session with Councillors Powell, McLennan, Bicanic, Chilcott, Richards and Teichmann
- 17 Community Meet and Greet Session with all Councillors and Management Team, Winnaleah
- 17 November Council Meeting, Winnaleah
- 19 – 21 LGAT General Meeting and Annual Conference with Deputy Mayor Powell and General Manager, Hobart
- 24 Scottsdale High School Bursary Selection Panel, Scottsdale High School
- 24 Tour of Scottsdale Railway Station building with Councillors, Council staff and Rotary
- 24 Branhholm Progress Association Meeting, Branhholm Hall
- 26 LGAT Councillor Learning and Development In-Person Session with Councillors Powell, McLennan, Richards and Bicanic, Council Chambers
- 27 Weekly meeting with the General Manager, Council Chambers
- 27 Dorset Municipal Emergency Management Committee Meeting, Council Chambers
- 27 Presentation of Wellness Pack to Scottsdale Fire Brigade, Scottsdale Fire Station

## December 2025

- 1 Pioneer Lake Advocacy Group Meeting, Council Chambers
- 2 December Briefing Workshop, Council Chambers
- 4 Weekly meeting with the General Manager, Council Chambers
- 5 Vice-Regal Tour of Dorset with Her Excellency the Governor of Tasmania and Professor Chalmers, including Civic Reception with Councillors Powell, McLennan, Simmons, Teichmann, Richards, Chilcott, Hughes
- 6 Mannalargenna Day Festival 2025, Cape Portland
- 8 Dorset Council Annual General Meeting, Council Chambers
- 9 Official welcome at the Professional Trail Builders Association Conference, Derby
- 9 Meeting with Cecily Rosol MP with General Manager, Council Chambers

## Item 243/2025 Management Team Briefing Report

---

### Purpose

The purpose of this agenda item is to provide Councillors and the community with a briefing on matters of interest dealt with during the past month by Council's Management Team.

### DECISION

**MOVED: Cr Chilcott | SECONDED: Cr Simmons**

**That Council:**

1. receive and note the unconfirmed Dorset Audit Panel minutes, dated 11 November 2025;
2. receive and note the unconfirmed Dorset Municipal Emergency Management Committee minutes, dated 27 November 2025;
3. note the Pioneer Lake Advocacy Group meeting notes, dated 1 December 2025;
4. receive the update on the draft North East Marketing Strategy and Plan;

5. note the Vice-Regal visit to Dorset by Her Excellency the Governor of Tasmania and Professor Chalmers on 5 December 2025; and
6. receive and note the remaining Management Team Briefing Report.

**CARRIED UNANIMOUSLY**

COUNCIL COMMITTEE: Dorset Council Audit Panel Meeting Minutes

COUNCIL COMMITTEE: Dorset Municipal Emergency Management Committee Minutes

COMMUNITY COMMITTEE: Pioneer Lake Advocacy Group Meeting Notes

COMMUNITY UPDATE: Draft North East Marketing Strategy and Plan

COMMUNITY UPDATE: Governor of Tasmania Visit to Dorset | Friday, 5 December 2025

WASTE MANAGEMENT REQUESTS | November 2025

	Requests Received November 2025	Comparison November 2024	FYTD Received 2025/26	Comparison FYTD Received 2024/25
Feedback and Queries	1	-	2	4
Repair Bin	5	6	17	12
Replace Bin	7	7	21	24
Request a New Service	2	2	13	8
Remove Additional Bin	1	4	14	21
Request an Additional Bin	2	1	7	9
Request an Upsize/Downsize	4	-	10	-
Request to Opt Out (of Service)	-	-	3	-
<b>Total Requests</b>	<b>22</b>	<b>20</b>	<b>87</b>	<b>78</b>

APPROVED APPLICATIONS | November 2025

	Approved November 2025	Approved 2025 YTD	Approved 2024 YTD
<b>Planning</b>	9	93	104
<b>Building</b>	4	66	89
<b>Plumbing</b>	1	39	43

## CUSTOMER SERVICE REQUESTS | November 2025

	Requests Received November 2025	Comparison Requests November 2024	Received 2025	Comparison 2024
Animal	6	-	37	13
Bike Trails	1	N/A	1	N/A
Bridges	-	-	1	-
Caravan Parks	-	1	9	4
Cemeteries	-	1	1	1
Community Development General	-	-	-	-
Corporate Services General	2	1	16	8
Council Elections	-	-	1	-
Customer Service	-	2	6	10
Emergency Services Enquiries	-	-	1	1
Environmental Management & Health	2	1	18	8
Footpath Enquiries	3	N/A	7	N/A
Government Relations	-	-	-	1
Licencing	-	-	1	-
Parks and Reserves	-	1	35	11
Planning & Building	-	-	6	4
Playground Maintenance	2	N/A	6	N/A
Public Health	-	-	4	2
Public Online Enquiries	-	-	2	1
Public Amenities	1	-	26	10
Public Halls Buildings	1	2	25	13
Recreation Grounds	1	4	16	19
Roads	19	19	228	201
Swimming Pools	1	-	7	-
Waste Management	1	-	11	2
<b>Total Requests</b>	<b>40</b>	<b>32</b>	<b>465</b>	<b>309</b>

## 2025/26 CAPITAL WORKS PROGRAM

Ref: DOC/25/9165

	Complete 2025/26
	Completed in November 2025
	Carried Forward Projects – 2026/27

PROJECT	STATUS
<b>BRIDGES</b>	
Bridge 1508 Garibaldi Road, Pioneer – repairs to piers (addition allocation, storm recovery)	Tender Awarded
<b>Bridge 1604 Panama Forest Road, Golconda – timber deck renewal</b>	<b>Completed</b>
Bridge 1589 Sledge Track, West Scottsdale – timber superstructure renewal (beams & deck)	Procured beams
<b>Bridge 1556 New River Road, Ringarooma – timber deck renewal</b>	<b>Completed</b>
Bridge 1594 Greeta Road, Nabowla – timber superstructure renewal (beams and deck)	Timber ordered
Bridge 1508 Garibaldi Road, Pioneer – slab repairs	
Bridge 1569 Jensens Road, North Scottsdale – upgrade superstructure (timber to concrete)	Funding Application submitted
Bridge 1572 Haas Road, Legerwood – upgrade superstructure (timber to concrete, additional allocation)	Successful Funding Application
<b>STORMWATER</b>	
61 King Street, Scottsdale – upgrade stormwater pits	
3 Murphy Place, Scottsdale – undertake network survey and hydrology assessment	Investigation
Main Road, Pioneer – pipe open drain	Quote Awarded
<b>9 Willow Court, Winnaleah – design and install new network</b>	<b>Completed</b>
21 Thomas Street, Scottsdale – design and install new network	Tender Awarded
52 Scott Street, Branhholm – design and install new network	Design
<b>3 Thomas Street, Scottsdale – design and install new network</b>	<b>Completed</b>
<b>ROADS – RESHEETING</b>	
<b>Old Waterhouse Road, Waterhouse</b>	<b>Completed</b>
<b>Cape Portland Road, Gladstone</b>	<b>Completed</b>
Bridport Back Road, Nabowla	Commenced
<b>Nourses Road, Bridport</b>	<b>Completed</b>
<b>Unwins Road, Springfield</b>	<b>Completed</b>
<b>McDonalds Avenue, Ringarooma</b>	<b>Completed</b>
<b>Dead Horse Hill Road, Ringarooma</b>	<b>Completed</b>
<b>Pera Flats Road, Ringarooma</b>	<b>Completed</b>
<b>Swanee Road, Winnaleah</b>	<b>Completed</b>
<b>Ferny Hill Road, Bridport</b>	<b>Completed</b>
<b>Bridport – urban resheeting (various locations)</b>	<b>Completed</b>

PROJECT	STATUS
<b>ROADS – RESEALS</b>	
George Street, Scottsdale – highway access	Prep work completed
Maurice Street, Legerwood	Prep work completed
Spotswood Drive, Scottsdale	Prep work completed
Beattie Street, Scottsdale	Prep work completed
Ringarooma Road, Scottsdale – highway access	Prep work completed
Christopher Street, Scottsdale	Prep work completed
Mary Street, Scottsdale	Prep work completed
Alice Street, Scottsdale	Prep work completed
East Maurice Road, Ringarooma	Prep work completed
Oakdene Road, Jetsonville	Prep work completed
Barnbogle Road, Bridport	Prep work completed
Barnett Road, Ringarooma	Prep work completed
Ruby Flats Road, Branxholm	Prep work completed
Derby Back Road, Derby	Prep work completed
<b>Sykes Road, Springfield</b>	<b>Completed</b>
<b>Arnold Place, Scottsdale</b>	<b>Completed</b>
Charles Street, Pioneer – additional reseal	Tender Issued
<b>ROADS – OTHER PROJECTS</b>	
<b>Willis Road, Lietinna – hotmix overlay intersection with Golconda Road</b>	<b>Completed</b>
<b>Koomeela Road, West Scottsdale – culvert repairs</b>	<b>Completed</b>
Banca Road, Winnaleah – pavement repair and hotmix surface	Commenced
Golconda Road, Nabowla – 3.4km safety upgrades and pavement renewal	Commenced
Ferny Hill Road, Bridport – landslip repair (storm damage)	Design
Golconda Road, Golconda – pavement design	Design
Bentley Street, Bridport – footpath renewal	
Ellenor Street, Scottsdale – design pavement renewal	Design
Austins Road and Tasman Highway, Scottsdale – junction upgrade	Commenced
<b>Northeast Lane, Scottsdale – design</b>	<b>Completed</b>
Union Street, Scottsdale – kerb and stormwater upgrade (stage 1)	Commenced
Pioneer township – footpath	Quote Awarded
Golconda Road, Golconda – freight and safety improvement strategy	
Buckney's Road, Scottsdale – road survey	Commenced

PROJECT	STATUS
<b>BUILDINGS</b>	
<b>Bridport Seaside Caravan Park – camp kitchen renewal (replace beams)</b>	<b>Completed</b>
Bridport Seaside Caravan Park – electrical switchboard renewal and underground cables (stage 1)	Scheduled – April
Northeast Park, Scottsdale – electrical upgrades and shower payment machine upgrades	
<b>Winnaleah Old Scout Hall – replace old louvre windows</b>	<b>Completed</b>
Derby, Branhholm, Ringarooma, Winnaleah & Legerwood – switchboard upgrades	Commenced
Pioneer Hall – toilet renewal	Planning
<b>Northeast Park, Scottsdale – BBQ replacement</b>	<b>Completed</b>
Scottsdale – switchboard upgrades (various sites)	Planning
<b>Scottsdale Aquatic Centre – toilet and shower renewal</b>	<b>Completed</b>
Branhholm Hall – kitchen renewal (Pines Committee donation)	Planning
Bridport Seaside Caravan Park – amenities upgrade (shower cubicle storage / shelving)	
Bridport Seaside Caravan Park – cabin upgrades / outdoor area improvements	
Scottsdale Waste Transfer Station – Reuse Centre shop extension	Planning
<b>Scottsdale Waste Transfer Station – heat pump</b>	<b>Completed</b>
Derby Depot – alarm system and cameras	Planning
Scottsdale Depot – relocation of storage sheds (additional allocation)	Commenced
<b>Nugget Sellars Pavilion (Scottsdale Recreation Ground) – heat pump</b>	<b>Completed</b>
Scottsdale Aquatic Centre – remote access through Council network	Scheduled - April
<b>LAND IMPROVEMENTS</b>	
Blue Derby – network signage	
<b>Bridport Seaside Caravan Park and Bridport Foreshore – BBQ replacement</b>	<b>Completed</b>
Scottsdale Aquatic Centre – flow meter and motor protection on leisure pool pumps	Planning
Scottsdale Aquatic Centre – chlorinator pump critical spare parts	Commenced
Scottsdale Aquatic Centre – balance tank temporary shut off valve	Ordered
Scottsdale Aquatic Centre – leisure pool filter sand replacement	Planning
<b>Scottsdale Aquatic Centre – replace umbrella covers</b>	<b>Completed</b>
Derby Park – Ringarooma Road erosion repairs	Planning
<b>Pine Plantation, Ringarooma Road, Scottsdale – replanting (additional allocation)</b>	<b>Completed</b>
Blue Derby – Black Stump car turning area redevelopment	Planning
Blue Derby – Top Creek drop off area completion	Planning
Netball court upgrades – Scottsdale, Bridport and Derby (Stage 1)	Planning
Scottsdale Railway Station precinct redevelopment	Commenced
Blue Derby – memorial lookout	Planning
Ellesmere Cemetery, Scottsdale – new memorial wall	Planning
Scottsdale sports precinct – master planning	
Scottsdale Aquatic Centre – covered pool feasibility study	



PROJECT	STATUS
<b>CARRY FORWARD PROJECTS</b>	
<b><u>Bridges</u></b>	
Bridge 1508 Garibaldi Road, Pioneer – scour protection piers (storm recovery)	Tender Awarded
Bridge 1572 Haas Road / Frenches Creek, Legerwood – upgrade to concrete	Successful Funding Application
<b><u>Roads</u></b>	
South Street, Bridport – replace kerb	
King Street, Scottsdale – pedestrian crossing	Planning
George Street, Scottsdale – pedestrian crossing	Planning
Coplestone Street, Scottsdale – new footpath	Planning
<b><u>Buildings</u></b>	
Building Renovations (Blue Derby Foundation) - 57 Main Street, Derby	
Scottsdale Railway Station Building – restoration	
Derby Depot – new trail crew storage shed	Planning
Bridport Seaside Caravan Park – planning for new camp kitchen at Goftons Beach	Planning
Branxholm Waste Transfer Station – Oil Bunded Shed	Planning
Branxholm Waste Transfer Station – Recycling Shed	Planning
Gladstone Waste Transfer Station – Oil Bunded Shed	Planning
Gladstone Waste Transfer Station – Recycling Shed	Planning
Scottsdale Waste Transfer Station – Oil Bunded Shed	Planning
<b><u>Land Improvements</u></b>	
Croquet Lawn Beach, Bridport – access improvements	Planning
Blue Derby Mountain Bike Trails – Tunnel stairs	
Bridport Lions Club Adventure Playground upgrade (election grant)	
Scottsdale Childrens Reserve Playground upgrade (election grant)	Planning
Scottsdale community bike track	
Gladstone community park	
Waste Transfer Station signage	Commenced
<b>CWA Carpark, Bridport – solar light</b>	<b>Completed</b>

## CLOSURE OF MEETING

Time Meeting Closed: 7:59pm

Minutes Confirmed: 19 January 2026

Minute No:

.....  
Mayor

Minister for Housing and Planning  
Minister for Infrastructure and Transport  
Minister for Local Government

Level 10, 15 Murray Street, HOBART TAS 7000 Australia  
GPO Box 123 HOBART TAS 7001 Australia  
Email: [REDACTED]



Mr Karl Willrath  
[REDACTED]

23 DEC 2025

Dear Mr Willrath

Thank you for your correspondence regarding Dorset Council's councillor expenses policy, including recent media on council's discussion on a review of their policy.

Under the *Local Government Act 1993*, all councils must adopt a policy governing the reimbursement of expenses incurred by councillors in carrying out their duties of office.

A recent Supreme Court decision has confirmed the limits on councils paying legal expenses on behalf of councillors.

While councils may authorise the payment of councillor legal expenses in certain limited circumstances, these circumstances do not include responding to Code of Conduct matters.

Following this decision, the Director of Local Government at the time issued guidance to the sector to ensure councils are aware of their obligations in this area. LGAT has also provided further advice to councils.

The Office of Local Government will continue to work with councils as required to ensure appropriate policies are in place.

Thank you again for raising this matter with me.

Yours sincerely

Hon Kerry Vincent MLC  
**Minister for Local Government**

### PLANNING APPLICATION ASSESSMENT OVERVIEW

PLA NUMBER:	<b>PLA/2025/1350</b>
DESCRIPTION:	<b>Subdivision of 1 lot into 3 lots</b>
PROPERTY ADDRESS:	18 Union Street, Scottsdale
APPLICANT:	Adam and Terese Hall
TITLE NO:	184127/2
PROPERTY ID:	9431833
PLANNING INSTRUMENT:	<i>Tasmanian Planning Scheme - Dorset</i>
ZONE:	Rural Living A
APPLICABLE CODE(S):	Road and Railway Assets Natural Assets Bushfire-Prone Areas Landslip Hazard
SPECIFIC AREA PLAN:	Not Applicable
DEVELOPMENT CONTROL STATUS:	Discretionary
RECOMMENDATION:	Approval

## 1 Introduction

The purpose of this report is for Council to assess and determine an application a subdivision of 1 lot into 3 lots at 18 Union Street, Scottsdale (**'the site'**<sup>1</sup> - refer to Figure 1).

In October 2025, the street address for 24 Union Street Scottsdale was amended to 18 Union Street Scottsdale by Council as the previously allocated address was incorrect.

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



<sup>1</sup> In accordance with Table 3.1 of the Scheme, the term 'site' means the lot or lots on which a use or development is located or proposed to be located.

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

## 1.1 Site Description

<b>Address:</b>	18 Union Street, Scottsdale		
<b>Title No:</b>	184127/2		
<b>Dimensions:</b>	<b>Area</b>	<b>Average Width</b>	<b>Average Depth</b>
	2.613ha	85m	275m
<b>Slope:</b>	<b>Grade</b>	<b>Elevation</b>	<b>Direction</b>
	10-15%	Downslope	East
<b>Existing Use or Development:</b>	Vacant land.		
<b>Vegetation:</b>	Managed pasture		
<b>Services:</b>	<b>Water</b>	<b>Sewer</b>	<b>Stormwater</b>
	Serviced Area	Serviced Area	Unserviced Area
	<b>Connection</b>	<b>Connection</b>	<b>Connection</b>
	Proposed	Proposed	Not Applicable
<b>Vehicle Access:</b>	<b>Road</b>	<b>Access Type</b>	<b>Vehicle Crossing</b>
	Union Street	Direct Frontage	Proposed
<b>Surrounding Use and Development</b>	<b>North</b>	Residential	
	<b>South</b>	Rural living/lifestyle	
	<b>East</b>	Agriculture	
	<b>West</b>	Residential	

## 1.2 Description of Proposal

The application proposes to subdivide the existing title into three (3) lots (refer to Figure 2).

Proposed Lot 1 will have an area of 8,100m<sup>2</sup> with a frontage to Ringarooma Road of around 70m on the western side. Access to Lot 1 will be provided via a crossover to the unmade road reserve known as Florence Street off Union Street, with a secondary access from Union Street via a 10m right of way over Lot 2.

Proposed Lot 2 will have an area of 8,050m<sup>2</sup> with a narrow frontage to Union Street of 10m. Access will be provided by a direct crossover from Union Street which will also serve as a secondary access for the proposed Lot 1 through a right of way.

Proposed Lot 3 will have an area of 1.04ha with frontage of 85m to Union Street. Access will be provided directly from the frontage using an existing crossover.

Each proposed lot will be provided with separate water, sewer and stormwater connections.

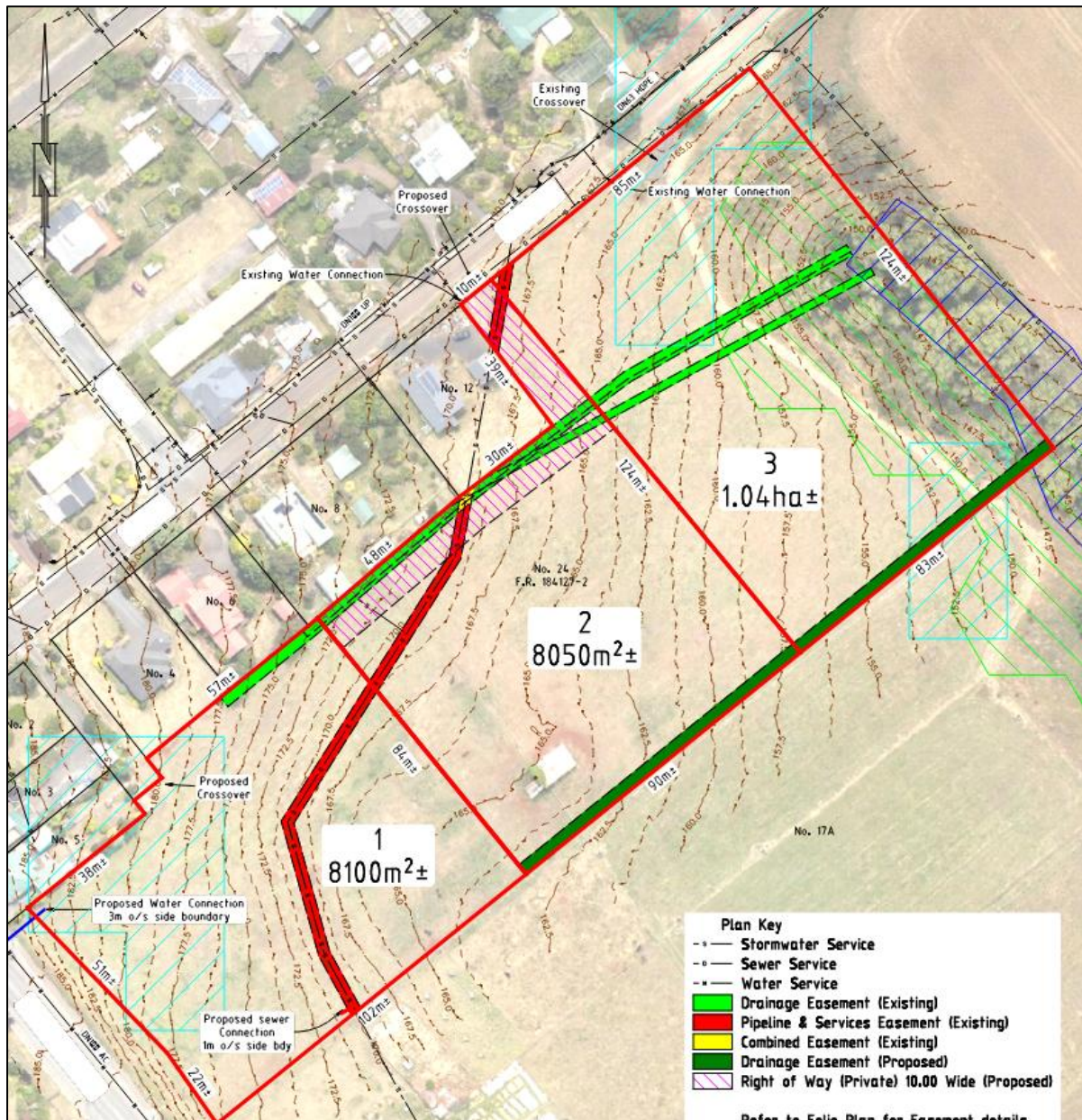
Easements will be provided over the existing sewer and stormwater services crossing the site.



# PLANNING APPLICATION ASSESSMENT REPORT

Land Use Planning and Approvals Act 1993

Figure 2 - excerpt of the submitted Plan of Subdivision.



## 2 Consultation Process

### 2.1 Public Exhibition

<b>Development Control Status:</b>	Discretionary - s.57 LUPA Act	
<b>Public Exhibition Required:</b>	Yes	
<b>Public Exhibition Period:</b>	<b>Commenced</b>	<b>Concluded</b>
	6/12/2025	20/12/2025
<b>Representations Received:</b>	Yes	

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

## 2.2 Representation Assessment

Clause 6.10.1 of the Scheme states that *In determining an application for any permit for use or development the planning authority must, in addition to the matters required by section 51(2) of the LUPA Act, take into consideration:*

- (a) all applicable standards and requirements in this planning scheme; and
- (b) any representations received pursuant to and in conformity with section 57(5) of the Act,

but in the case of the exercise of discretion, only insofar as each such matter is relevant to the particular discretion being exercised.

It is within this context that the representations have been considered.

There was one representation made during the public exhibition period. The representor expressed concerns about:

- the proposed vehicle access from Union Street to Lot 2 (and shared by a right of way for Lot 1) will affect the representors property value and create a disturbance to their lifestyle.
- the representor states there is already an access point at the other end of the property that could be used with no impact on anyone.

The existing access point from Union Street will be used for Lot 3.

Lot 2 will be provided with a 10m frontage and access strip, which is necessary to obtain practical frontage and access from Union Street. Lot 1 will also have right of way to the access, which will then extend along the north-western boundary of Lot 2 adjacent to the rear boundary of the adjoining lots fronting Union Street.

The most likely development to occur on the lots are single dwellings. In terms of traffic volumes, a single dwelling can be expected to generate around 8-10 light vehicle movements per day. As such, even if Lot 1 does use the right of way over Lot 2 as the primary access, the two lots would not be expected to generate more than 20 traffic movements in total per day. In practice, it is expected that Lot 1 will obtain primary access from the unmade Florence Street. The right of way would be a secondary access option and may not be used regularly by future occupants of Lot 1, reducing the total traffic using the new access from Union Street.

The site is located at the edge of the urban area of Scottsdale. It is appropriate for all lots to be provided with frontage and direct access where possible. In this context, it is not unreasonable for driveways to be located beside adjoining properties to achieve a reasonable lot layout and practical access for future development on the lots. The future use of the lots is expected to be residential in nature, generating a low level of domestic traffic. Therefore, it is not expected that the use of the driveway will cause an unreasonable loss of amenity to the adjoining properties.

## 2.3 Statutory Referrals

<b>TasNetworks:</b>	Referral pursuant to section 44L of the <i>Electricity Supply Industry Act 1995</i> .	
	<b>Referral Required</b>	No
	<b>Referral Date</b>	<b>Date Response Received</b>
	-	-
	<b>Summary of Response</b>	NA
<b>TasWater:</b>	Referral pursuant to section 56O of the <i>Water and Sewerage Industry Act 2008</i> .	
	<b>Referral Required</b>	Yes
	<b>Referral Date</b>	<b>Date Response Received</b>
	20/10/2025	27/10/2025
	<b>SPAN Reference:</b>	TWDA 2025/01263-DC

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

	Pursuant to section 56Q(2) of the <i>Water and Sewerage industry Act 2008</i> , Council must include any condition that TasWater requires and must not attach a condition to a permit which conflicts with any condition required and imposed by TasWater.	
	<b>Recommendation</b>	Include a condition to the permit requiring the proposal to be undertaken with TasWater SPAN TWDA 2025/01263-DC.
<b>EPA:</b>	Referral pursuant to section 25(1)(b) of the <i>Environmental Management and Pollution Control Act 1994</i> .	
	<b>Referral Required</b>	No
	<b>Referral Date</b>	<b>Date Response Received</b>
	-	-
	Pursuant to section 25(8) of the <i>Environmental Management and Pollution Control Act 1994</i> , Council must include any condition that Board of the EPA requires and must not attach a condition to a permit which conflicts with any condition required and imposed by the Board of the EPA.	
	<b>Recommendation</b>	No Action Required
<b>Heritage Tasmania:</b>	Referral pursuant to section 36(1) of the <i>Historic Cultural Heritage Act 1995</i> .	
	<b>Referral Required</b>	No
	<b>Referral Date</b>	<b>Date Response Received</b>
	-	-
	Pursuant to section 39(9) of the <i>Historic Cultural Heritage Act 1995</i> , Council must include any condition that the Heritage Council requires and must not attach a condition to a permit which conflicts with any condition required and imposed by the Heritage Council.	
	<b>Recommendation</b>	No Action Required

## 3 Statutory Assessment Process

<b>Applicable Zone:</b>	Rural Living A	
<b>Use Categorisation:</b>	<b>Use Class</b>	<b>Sub-Use</b>
	NA	NA
<b>Use Status:</b>	Discretionary	
<b>General Provisions:</b>	7.10 Development Not Required to be Categorised into a Use Class	
<b>Applicable Codes:</b>	Parking and Sustainable Transport	
	Road and Railway Assets	
	Natural Assets	
	Landslip Hazard	
<b>Specific Area Plan:</b>	Not Applicable	

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

## 3.1 General Provisions

7.10 Development Not Required to be Categorised into a Use Class	
<b>7.10.1 An application for development that is not required to be categorised into one of the Use Classes under sub-clause 6.2.6 of this planning scheme and to which 6.8.2 applies, excluding adjustment of a boundary under sub-clause 7.3.1, may be approved at the discretion of the planning authority.</b>	
<b>Response</b>  The application involves the subdivision of land which is not required to be categorised into a use class pursuant to clause 6.2.6 of the Scheme.	
<b>7.10.2 An application must only be approved under sub-clause 7.10.1 if there is no unreasonable detrimental impact on adjoining uses or the amenity of the surrounding area.</b>	
<b>Response</b>  The application does not directly involve use; however, the zoning would indicate future use for residential purposes is likely. In general, the proposed subdivision will therefore not be expected to change current levels of amenity experienced by adjoining properties and the surrounding area.	
<b>7.10.3 In exercising its discretion under sub-clauses 7.10.1 and 7.10.2 of this planning scheme, the planning authority must have regard to:</b>	
Subclause	Response
(a) the purpose of the applicable zone.	The proposed subdivision will be consistent with the purpose of the Rural Living Zone insofar as it will provide for infill lots with capacity for residential use at the rural interface of the town while maintaining the amenity of the area.
(b) the purpose of any applicable code.	The proposal is consistent with the purpose of the applicable codes, as demonstrated by compliance with the applicable standards.
(c) any relevant local area objectives.	There are not relevant local area objectives.
(d) the purpose of any applicable specific area plan.	There are no applicable specific area plans.

## 3.2 Zone Assessment

### 3.2.1 11.0 Rural Living Zone

11.0 Rural Living Zone			
11.3 Use Standards			
Clause	Acceptable Solution	Assessment	Compliance
11.3.1 Discretionary uses			
A1	Hours of operation for a use listed as Discretionary, excluding Emergency Services or Resource Development, must be within the hours of:  (a) 8.00am to 6.00pm Monday to Friday;  (b) 9.00am to 12.00 noon Saturday; and	The application does not involve use pursuant to clause 6.2.6 of the Scheme.	Not Applicable



**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

<b>11.0 Rural Living Zone</b>			
<b>11.3 Use Standards</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
	(c) nil on Sunday and public holidays.		
A2	External lighting for a use listed as Discretionary:  (a) must be within the hours of 7.00pm to 7.00am, excluding any security lighting; and  (b) security lighting must be baffled so that direct light does not extend into the adjoining property.	The application does not involve use pursuant to clause 6.2.6 of the Scheme.	Not Applicable
A3	Commercial vehicle movements and the unloading and loading of commercial vehicles for a use listed as Discretionary, excluding Emergency Services, must be within the hours of:  (a) 7.00am to 5.00pm Monday to Friday;  (b) 9.00am to 12 noon Saturday; and  (c) nil on Sunday and public holidays.	The application does not involve use pursuant to clause 6.2.6 of the Scheme.	Not Applicable
<b>11.3.2 Visitor Accommodation</b>			
A1	Visitor Accommodation must:  (a) accommodate guests in existing habitable buildings; and  (b) have a gross floor area of not more than 200m <sup>2</sup> per lot.	The application does not involve use pursuant to clause 6.2.6 of the Scheme.	Not Applicable
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.	The application does not involve use pursuant to clause 6.2.6 of the Scheme.	Not Applicable

<b>11.0 Rural Living Zone</b>			
<b>11.4 Development Standards for Buildings and Works</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
<b>11.4.1 Site coverage</b>			
A1	The site coverage must be not more than 400m <sup>2</sup> .	The application is for subdivision only.	Not Applicable
<b>11.4.2 Building height, setback and siting</b>			
A1	Building height must be not more than 8.5m.	The application is for subdivision only.	Not Applicable

Page 8 of 25  
18 December 2025

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

<b>11.0 Rural Living Zone</b>			
<b>11.5 Development Standards for Subdivision</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
	<p>setback required by clause 11.4.2 A2 and A3;</p> <p>(b) be required for public use by the Crown, a council or a State authority;</p> <p>(c) be required for the provision of Utilities; or</p> <p>(d) be for the consolidation of a lot with another lot provided each lot is within the same zone</p>	<p>meet the applicable setback requirements.</p> <p>The proposed subdivision is not required for public use by the Crown, a council or a State authority.</p> <p>The proposed subdivision is not required for the provision of Utilities.</p> <p>The proposed subdivision is not for the consolidation of a lot with another lot.</p>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>
A2	Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must have a frontage not less than 40m.	<p>Lot 1 will have frontage to Ringarooma Road of approximately 70m and Lot 3 will have frontage to Union Street of approximately 85m.</p> <p>However, Lot 2 will have only 10m of frontage to Union Street.</p> <p>Assessment against the Performance Criteria is required.</p>	<b>Does not Comply</b>
A3	Each lot, or a lot proposed in a plan of subdivision, must be provided with a vehicular access from the boundary of the lot to a road in accordance with the requirements of the road authority.	Each of the proposed lots will be provided with a vehicular access from a road.	Complies
<b>11.5.2 Roads</b>			
A1	The subdivision includes no new roads.	The proposed subdivision does not include any roads.	Complies
<b>11.5.3 Services</b>			
A1	<p>Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must:</p> <p>(a) be connected to a full water supply service if the frontage of the lot is within 30m of a full water supply service; or</p> <p>(b) be connected to a limited water supply service if the frontage of the lot is within 30m of a limited water supply service.</p> <p>unless a regulated entity advises that the lot is unable to be connected to the relevant water supply service</p>	<p>Each proposed lot will be provided with a connection to a full water supply service.</p> <p>The application satisfies subclause A1(a).</p>	<p>Complies</p> <p>Not Applicable</p>
A2	Each lot, or a lot proposed in a plan of subdivision, excluding within Rural		

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
	Living Zone C or Rural Living Zone D or for public open space, a riparian or littoral reserve or Utilities, must:		
	(a) be connected to a reticulated sewerage system; or	Proposed Lot 1 will be provided with a connection to a reticulated sewerage system.	<b>Does not Comply</b>
	(b) be connected to a reticulated sewerage system if the frontage of each lot is within 30m of a reticulated sewerage system and can be connected by gravity feed.	Proposed Lots 2 and 3 will not be provided with a sewer connection, as the likely development areas on these lots would not be able to connect to the sewerage line by gravity feed.  A sewerage line crosses the land, however lots 2 and 3 are unable to be connected by gravity feed.  Assessment against the Performance Criteria is required.	<b>Does not Comply</b>

## 3.3 Code Assessment

The following Codes have been assessed as being applicable to the application:

1. Road and Railway Assets Code
2. Natural Assets Code;
3. Bushfire-Prone Areas Code; and
4. Landslip Hazard Code.

The following sections provide an assessment of the applicable standards of each code.

### 3.3.1 C3.0 Road and Railway Assets Code

C3.0 Road and Railway Assets Code			
C3.5 Use Standards			
Clause	Acceptable Solution	Assessment	Compliance
C3.5.1 Car parking numbers			
A1.1	For a category 1 road or a limited access road, vehicular traffic to and from the site will not require:	Union Street is not a category 1 road or a limited access road. No access from Ringarooma Road is proposed.	
	(a) a new junction;		Not Applicable
	(b) a new vehicle crossing; or		Not Applicable
	(c) a new level crossing.		Not Applicable

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

<b>C3.0 Road and Railway Assets Code</b>			
<b>C3.5 Use Standards</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
A1.2	For a road, excluding a category 1 road or a limited access road, written consent for a new junction, vehicle crossing, or level crossing to serve the use and development has been issued by the road authority.	Written consent from Council being the road authority for Union Street has been provided for the works required within the road reserve for the provision of the new and upgraded vehicle crossings.	Complies
A1.3	For the rail network, written consent for a new private level crossing to serve the use and development has been issued by the rail authority.	The application does not involve a new private level crossing.	Not Applicable
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.	The application does not involve use of land that will generate vehicle use associated with existing vehicle crossings.	Not Applicable  Not Applicable
A1.5	Vehicular traffic must be able to enter and leave a major road in a forward direction.	Union Street is not a major road.	Not Applicable

**3.3.2 C7.0 Natural Assets Code**

<b>C7.0 Natural Assets Code</b>			
<b>C7.6 Development Standards for Buildings and Works</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
<b>C7.6.1 Buildings and works within a waterway and coastal protection area or a future coastal refugia area.</b>			
A1	Buildings and works within a waterway and coastal protection area must:  (a) be within a building area on a sealed plan approved under this planning scheme;  (b) in relation to a Class 4 watercourse, be for a crossing or bridge not more than 5m in width; or  (c) if within the spatial extent of tidal waters, be an extension to an existing boat ramp, car park, jetty, marina, marine farming shore facility or slipway that is not more than 20% of the area	A small part of the site is subject to a waterway and coastal protection area. No buildings or works are proposed in this area.	Not Applicable

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

<b>C7.0 Natural Assets Code</b>			
<b>C7.6 Development Standards for Buildings and Works</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
	of the facility existing at the effective date.		
A2	Buildings and works within a future coastal refugia area must be located within a building area on a sealed plan approved under this planning scheme.	The site is not subject to a future coastal refugia area.	Not Applicable
A3	Development within a waterway and coastal protection area or a future coastal refugia area must not involve a new stormwater point discharge into a watercourse, wetland or lake.	A small part of the site is subject to a waterway and coastal protection area. No buildings or works are proposed in this area.	Not Applicable
A4	Dredging or reclamation must not occur within a waterway and coastal protection area or a future coastal refugia area.	The proposal does not include dredging or reclamation works.	Not Applicable
A5	Coastal protection works or watercourse erosion or inundation protection works must not occur within a waterway and coastal protection area or a future coastal refugia area.	The proposal does not include coastal protection works or watercourse protection works.	Not Applicable
<b>C7.6.2 Clearance within a priority vegetation area</b>			
A1	Clearance of native vegetation within a priority vegetation area must be within a building area on a sealed plan approved under this planning scheme.	The application does not involve development for the purposes of buildings or works associated with buildings.	Not Applicable

<b>C7.0 Natural Assets Code</b>			
<b>C7.7 Subdivision within a waterway and coastal protection area or a future coastal refugia area.</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
<b>C7.7.1 Subdivision within a waterway and coastal protection area or a future coastal refugia area.</b>			
A1	Each lot, or a lot proposed in a plan of subdivision, within a waterway and coastal protection area or a future coastal refugia area, must: <ul style="list-style-type: none"> <li>(a) be for the creation of separate lots for existing buildings;</li> <li>(b) be required for public use by the Crown, a council, or a State authority;</li> </ul>	<p>The proposed subdivision relies upon subclause A1(e).</p> <p>The proposed subdivision relies upon subclause A1(e).</p>	<p>Not Applicable</p> <p>Not Applicable</p>

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

C7.0 Natural Assets Code			
C7.7 Subdivision within a waterway and coastal protection area or a future coastal refugia area.			
Clause	Acceptable Solution	Assessment	Compliance
	(c) be required for the provision of Utilities;	The proposed subdivision relies upon subclause A1(e).	Not Applicable
	(d) be for the consolidation of a lot; or	The proposed subdivision relies upon subclause A1(e).	Not Applicable
	(e) not include any works (excluding boundary fencing), building area, services, bushfire hazard management area or vehicular access within a waterway and coastal protection area or future coastal refugia area.	Proposed Lot 3 will have sufficient area to enable works (excluding boundary fencing), building area, services, bushfire hazard management area and vehicular access outside the waterway and coastal protection area (refer to Figure 3).	Complies
C7.7.2 Subdivision within a priority vegetation area			
A1	Each lot, or a lot proposed in a plan of subdivision, within a priority vegetation area must:		
	(a) be for the purposes of creating separate lots for existing buildings;	The proposed subdivision relies upon subclause A1(e).	
	(b) be required for public use by the Crown, a council, or a State authority;	The proposed subdivision relies upon subclause A1(e).	
	(c) be required for the provision of Utilities;	The proposed subdivision relies upon subclause A1(e).	
	(d) be for the consolidation of a lot; or	The proposed subdivision relies upon subclause A1(e).	
	(e) not include any works (excluding boundary fencing), building area, bushfire hazard management area, services or vehicular access within a priority vegetation area.	Figure 3 illustrates that proposed Lot 3 will have sufficient dimensions to enable all works (excluding boundary fencing), building area, bushfire hazard	Complies



# PLANNING APPLICATION ASSESSMENT REPORT

Land Use Planning and Approvals Act 1993

## C7.0 Natural Assets Code

### C7.7 Subdivision within a waterway and coastal protection area or a future coastal refugia area.

Clause	Acceptable Solution	Assessment	Compliance
		management area, services and vehicular access outside the priority vegetation area.	

**Figure 3 - aerial image illustrating BAL and HMA of each proposed lot which avoid the need to remove existing vegetation.**



### 3.3.3 C13.0 Bushfire-Prone Areas Code

## C13.0 Bushfire-Prone Areas Code

### C13.6 Development Standards for Subdivision

Clause	Acceptable Solution	Assessment	Compliance
<b>C13.6.1 Provision of hazard management areas</b>			
A1	(a) TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant the provision	The application relies upon subclause A1(b) for compliance with the standard.	Not Applicable



# PLANNING APPLICATION ASSESSMENT REPORT

Land Use Planning and Approvals Act 1993

C13.0 Bushfire-Prone Areas Code			
C13.6 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
	<p>of hazard management areas as part of a subdivision; or</p> <p>(b) The proposed plan of subdivision:</p> <p>(i) shows all lots that are within or partly within a bushfire-prone area, including those developed at each stage of a staged subdivision;</p> <p>(ii) shows the building area for each lot;</p> <p>(iii) shows hazard management areas between bushfire-prone vegetation and each building area that have dimensions equal to, or greater than, the separation distances required for BAL 19 in Table 2.6 of Australian Standard AS3959:2018 Construction of buildings in bushfire-prone areas; and</p> <p>(iv) is accompanied by a bushfire hazard management plan that addresses all the individual lots and that is certified by the TFS or accredited person, showing hazard management areas equal to, or greater than the separation distances required for BAL 19 in Table 2.6 of <i>Australian Standard AS3959:2018 Construction of buildings in bushfire-prone Areas</i>; and</p> <p>(c) if hazard management areas are to be located on land external to the proposed subdivision the application is accompanied by the written consent of the owner of that land to enter into an agreement under section 71 of the Act that will be registered on the title of the neighbouring property providing for the affected land to be managed in accordance with the bushfire hazard management plan.</p>	<p>The plan of subdivision shows all lots that are within or partly within a bushfire-prone area.</p> <p>The Bushfire Hazard Management Plan (BHMP) shows the building area for each lot.</p> <p>The BHMP shows bushfire hazard management areas that satisfy BAL 19.</p> <p>The BHMP is certified by an accredited person.</p> <p>The application does not rely on land external to the proposed subdivision for hazard management purposed.</p>	<p>Complies</p> <p>Complies</p> <p>Not Applicable</p> <p>Complies</p> <p>Not Applicable</p>

# PLANNING APPLICATION ASSESSMENT REPORT

Land Use Planning and Approvals Act 1993

C13.0 Bushfire-Prone Areas Code			
C13.6 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
C13.6.1 Provision of hazard management areas			
A1	(a) TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant specific measures for public access in the subdivision for the purposes of fire fighting; or	The application relies upon subclause A1(b) for compliance with the standard.	Not Applicable
	(b) A proposed plan of subdivision showing the layout of roads, fire trails and the location of property access to building areas, is included in a bushfire hazard management plan that:	The application includes a bushfire report and BHMP which shows the layout of roads, fire trails and the location of property access to building areas on each lot. The BHMP:	Complies
	(i) demonstrates proposed roads will comply with Table C13.1, proposed property accesses will comply with Table C13.2 and proposed fire trails will comply with Table C13.3; and (ii) is certified by the TFS or an accredited person.	Demonstrates proposed roads will comply with Table C13.1, proposed property accesses will comply with Table C13.2 and proposed fire trails will comply with Table C13.3  Is certified by an accredited person.	
C13.6.3 Provision of water supply for fire fighting purposes			
A1	In areas serviced with reticulated water by the water corporation:	Part of Lot 1 is capable of being serviced by reticulated water for the purpose of fire-fighting supply.	
	(a) TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant the provision of a water supply for fire fighting purposes;	The application relies upon subclause A1(b) and (c) for compliance with the standard.	Not Applicable
	(b) A proposed plan of subdivision showing the layout of fire hydrants, and building areas, is included in a bushfire hazard management plan approved by the TFS or accredited person as being compliant with Table C13.4; or (c) A bushfire hazard management plan certified by the TFS or an accredited person demonstrates that the provision of water supply for fire fighting purposes is sufficient to manage the risks to property and lives in the event of a bushfire	The BHMP has been prepared by an accredited person and certifies that the proposed plan of subdivision demonstrates that the nominated building area of Lot 1 is compliant with Table C13.4.  The BHMP certifies that water supply for fire-fighting purposes is sufficient to manage the risks to property and lives in the event of a bushfire.	Complies  Complies

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

<b>C13.0 Bushfire-Prone Areas Code</b>			
<b>C13.6 Development Standards for Subdivision</b>			
<b>Clause</b>	<b>Acceptable Solution</b>	<b>Assessment</b>	<b>Compliance</b>
A2	In areas that are not serviced by reticulated water by the water corporation:	The buildings areas of Lots 2 and 3 (and parts of Lot 1 that are more than 120m from the nearest hydrant) are not serviced by reticulated water for the purpose of fire-fighting supply.	
	(a) The TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant provision of a water supply for fire fighting purposes;	The application relies upon subclause A1(b) and (c) for compliance with the standard.	Not Applicable
	(b) The TFS or an accredited person certifies that a proposed plan of subdivision demonstrates that a static water supply, dedicated to fire fighting, will be provided and located compliant with Table C13.5; or	The BHMP has been prepared by an accredited person and certifies that the proposed plan of subdivision demonstrates that a static water supply, dedicated to fire fighting, will be provided for Lots 2 and 3 and located compliant with Table C13.5.	Complies
	(c) A bushfire hazard management plan certified by the TFS or an accredited person demonstrates that the provision of water supply for fire fighting purposes is sufficient to manage the risks to property and lives in the event of a bushfire.	The BHMP certifies that water supply for fire-fighting purposes is sufficient to manage the risks to property and lives in the event of a bushfire.	Complies

**3.3.4 C15.0 Landslip Hazard Code**

<b>C15.4 Use or Development Exempt from this Code</b>		
<b>Standard</b>	<b>Assessment</b>	<b>Compliance</b>
<b>C15.4.1 The following use or development is exempt from this code:</b>		
(a) use of land within a low or medium landslip hazard band, excluding for a critical use, hazardous use or vulnerable use.	The application does not involve use.	Not Applicable
(d) development (including subdivision) on land:		
(i) within a low landslip hazard band, if for:	The site is subject to the low landslip hazard band.	Satisfies Exemption
a. building work or plumbing work as defined in the Building Act 2016 including significant works related to the building work and plumbing work, or	The application does not involve building or plumbing work.	Not Applicable

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

C15.4 Use or Development Exempt from this Code		
Standard	Assessment	Compliance
b. works if it does not involve significant works; or	<p>The proposed subdivision does not involve significant works within the low landslip hazard band.</p> <p>Significant works means any of the following:</p> <ul style="list-style-type: none"> <li>(a) excavation equal to or greater than 1m in depth, including temporary excavations for the installation or maintenance of services or pipes;</li> <li>(b) excavation or land filling of greater than 100m<sup>3</sup> whether or not material is sourced on the site or imported;</li> <li>(c) felling or removal of vegetation over a contiguous area greater than 1,000m<sup>2</sup>;</li> <li>(d) the collection, pooling or storage of water in a dam, pond, tank or swimming pool with a volume of more than 45,000L;</li> <li>(e) removal, redirection, or introduction of drainage for surface or groundwater; and</li> <li>(f) discharge of stormwater, sewage, water storage overflow or other wastewater.</li> </ul>	Satisfies Exemption

## 3.4 Performance Criteria Assessment

For context, most of the performance criteria require regard to be had to the factors listed in their respective subclauses. The process of having regard to these factors requires that they must be considered and given due weight in the assessment of compliance. It does not necessitate strict compliance with each criterion.<sup>2</sup>

### 3.4.1 11.5.1 Lot Design

11.5 Development Standards for Subdivision	
11.5.1	Lot design

<sup>2</sup> See, e.g., *B Paterson & Ors v Hobart City Council and Tasmania Wild Experience Pty Ltd* [2020] TASRMPAT 24 at [45] & [72].

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

Objective:	<p>That each lot:</p> <ul style="list-style-type: none"> <li>(a) has an area and dimensions appropriate for use and development in the zone;</li> <li>(b) is provided with appropriate access to a road; and</li> <li>(c) contains areas which are suitable for residential development.</li> </ul>
------------	---

**Performance Criteria P1**

Performance Criteria	Assessment
Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must have sufficient useable area and dimensions suitable for its intended use, having regard to:	Each of the proposed lots will have a sufficient useable area and dimensions suitable for future use, having regard to the following:
(a) the relevant requirements for development of existing buildings on the lots;	The only existing building on the site is a small shed, which will be within Lot 2 and meet the applicable setback requirements. The site is vacant other than a small shed, which will be within Lot 2 and meet the applicable setback requirements.
(b) the intended location of buildings on the lots;	Each of the lots will have sufficient useable area and dimensions for the intended future use for residential purposes. Generous building areas can be accommodated on each lot that accommodate access and service provisions, are clear of setbacks, easements and managing bushfire risk.
(c) the topography of the site;	<p>The land is of undulating topography, with an overall moderate fall to the east. There is a gully along the north-eastern boundary that forms part of the drainage of the area, connecting to dams on the adjoining land.</p> <p>Overall, the topography does not present any significant development constraints.</p>
(d) any natural or landscape values;	<p>The site is largely cleared of native vegetation, other than the gully drainage area on north-eastern boundary. This area is identified as a Priority vegetation area under the Natural Assets Code. The proposed Lot 3 is of a sufficient size to allow for future development without impacting the vegetated area.</p> <p>The site does not have any other significant natural or landscape values recorded.</p>
(e) adequate provision of private open space; and	The proposed lots are of sufficient size and shape to allow for the adequate provision of private open space associated with future residential development.
(f) the pattern of development existing on established properties in the area,	<p>The site is located in a transitional area on the southern approach to the Scottsdale residential area, forming part of the transition to the surrounding farmland. Lots in the Rural Living Zone are of variable size and shape, tending towards smaller lots along the main road and closer to the urban density residential area.</p> <p>The subject site adjoins land in the General Residential Zone and the proposed lots are in</p>

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

and must be no more than 20% smaller than the applicable lot size required by clause 11.5.1 A1.	keeping with the pattern of development in the area, providing a transition between the urban and rural zones on the southern side of Scottsdale.  The proposed lots 1 and 2 exceed 8000m <sup>2</sup> , which is 20% of the applicable lot size of 1ha required by clause 11.5.1 A1.
<b>Performance Criteria P2</b>	
<b>Performance Criteria</b>	<b>Assessment</b>
Each lot, or a lot proposed in a plan of subdivision, must be provided with a frontage or legal connection to a road by a right of carriageway, that is sufficient for the intended use, having regard to:	Each of the proposed lots will be provided with sufficient frontage and access that will be sufficient for the intended use, having regard to:
(a) the width of frontage proposed, if any;	Lot 1 will have frontage to Ringarooma Road of approximately 70m and Lot 3 will have frontage to Union Street of approximately 85m, which comply with the Acceptable Solution.  Lot 2 will have 10m of frontage to Union Street which will provide an access strip of around 40m to the lot proper.
(b) the number of other lots which have the land subject to the right of carriageway as their sole or principal means of access;	Lot 1 will be provided with a right of way over the access strip of Lot 2, as a secondary access for Lot 1 in addition to access via the unmade Florence Street.
(c) the topography of the site;	The land is of undulating topography, with an overall fall to the east. The topography does not impede the access and frontage provisions for the proposed lots.
(d) the functionality and useability of the frontage	All of the lots will be provided with functional frontage and access. Lot 1 will have frontage to Ringarooma Road. As this is a highway Lot 1 will be provided with access from Union Street via Florence Street and right of way over Lot 2. Lots 2 and 3 will have functional frontage and access directly from Union Street.
(e) the ability to manoeuvre vehicles on the site; and	The proposed lots are large and will all have sufficient size and area to manoeuvre vehicles on the site.
(f) the pattern of development existing on established properties in the area,	The proposal is consistent with the pattern of development of properties in the area, which includes examples of shared accesses and at least two properties already accessing via the unmade Florence Street. Overall, the proposed lots will have sufficient frontage and access to serve the future intended use of residential dwellings.
and is not less than 3.6m wide.	All the proposed lots will have frontages and accesses exceeding 3.6m wide.

**3.4.2 11.5.3 Services****11.5 Development Standards for Subdivision**

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993*

<b>11.5.3 Services</b>	
Objective:	That the subdivision of land provides services for the future use and development of the land.
<b>Performance Criteria P2</b>	
<b>Performance Criteria</b>	<b>Assessment</b>
Each lot, or a lot proposed in a plan of subdivision, excluding within Rural Living Zone C or Rural Living Zone D or for public open space, a riparian or littoral reserve or Utilities, must be capable of accommodating an on-site wastewater treatment system adequate for the future use and development of the land.	<p>Lot 1 will be connected to the reticulated sewerage system.</p> <p>Lots 2 and 3 are not able to be connected with gravity feeds. These lots are 8050m<sup>2</sup> and 1.04ha in area, which is typically sufficient to accommodate an onsite wastewater treatment system to serve the expected future use of the land, which is likely to be single dwellings.</p>

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993***Internal Referrals**

<b>Infrastructure:</b>	<b>Referral Required</b>	Yes
	<b>Comments</b>	NA
	<b>Conditions</b>	<ol style="list-style-type: none"> <li>Vehicle access to lots 1 and 2 must be designed and constructed from road verge to property boundary to the satisfaction of Council's Town Planner.</li> <li>Works within the road reserve will require an Application for Permit to Carry Out Works in a Road Reserve to be approved by Council.</li> <li>Developer to provide a stormwater design produced by a suitably qualified Engineer for approval by Director of Infrastructure.</li> <li>Council must be provided with documentation sufficient to show that the drainage works are completed to Council standards and are locatable for maintenance or connection purposes. The documentation must consist of, <ol style="list-style-type: none"> <li>An As Constructed plan in accordance with Council's standard requirements for As Constructed drawings and</li> <li>An Engineer's certificate that each component of the drainage works comply with the approved engineering plans and Municipal Tasmanian Standard Drawings.</li> </ol> </li> </ol>
	<b>Notes</b>	NA
	<b>Planning Comments</b>	Nil
<b>Environmental Health</b>	<b>Referral Required</b>	No
	<b>Comments</b>	NA
	<b>Conditions</b>	NA
	<b>Notes</b>	NA
	<b>Planning Comments</b>	Nil

**4 Recommendation**

That, in accordance with sections 51 and 57 of the *Land Use Planning and Approvals Act 1993* and clause 6.8.1 of the *Tasmanian Planning Scheme - Dorset*, it is recommended that the **Subdivision of 1 lot into 3 lots** be approved subject to the following conditions:

**1. Basis of Approval**

The use and development for Subdivision of 1 lot into 3 lots is approved and must be undertaken generally in accordance with the following endorsed plans:

- Plan of Subdivision Ref No. 123.51 (8871-01) Revision 1 prepared by Planning Ahead Tasmania dated September 2025.
- Planning Submission prepared by Cohen & Associates dated 4 September 2025.
- Bushfire Hazard Assessment Report & Bushfire Hazard Management Plan Job No. RGA-B2981 Version 1 prepared by Rebecca Green & Associates dated 2 October 2025.

**2. Vehicle Access**



## PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

Vehicle access to lots 1 and 2 must be designed and constructed from road verge to property boundary to the satisfaction of Council's Town Planner.

### 3. Right of Way

The Final Plan of Subdivision must include the right of way as annotated on the endorsed Plan of Subdivision for the purpose and benefit of providing vehicle access for Lot 1.

### 4. Stormwater

Developer to provide a stormwater design produced by a suitably qualified Engineer for approval by Director of Infrastructure.

### 5. Drainage works

Council must be provided with documentation sufficient to show that the drainage works are completed to Council standards and are locatable for maintenance or connection purposes. The documentation must consist of,

- (i) An As Constructed plan in accordance with Council's standard requirements for As Constructed drawings and
- (ii) An Engineer's certificate that each component of the drainage works comply with the approved engineering plans and Municipal Tasmanian Standard Drawings.

### 6. Works In Road Reserve

Works within the road reserve will require an Application for Permit to Carry Out Works in a Road Reserve to be approved by Council.

### 7. TasWater

The development must be in accordance with the conditions provided within the Submission to Planning Authority Notice issued by TasWater dated 27 October 2025 (TWDA 2025/01263-DC, copy attached to this permit).

### 8. Easements

Easements are required over all Council and third-party services located in private property. The incorporation of any necessary easements including drainage easements over sewer and storm water pipelines are to be shown. Easements must include any overland drainage paths where concentrated water runs. The minimum width of any easement must be 3 metres for Council (public) mains

### 9. Covenants

Covenants or similar restrictive controls must not be included on or otherwise imposed on the titles to the lots created by the subdivision permitted by this permit unless:

- a) the terms of this permit expressly authorise such covenants or controls; or
- b) such covenants or similar controls are expressly authorised by the consent in writing of the Council; or
- c) such covenants or similar controls are submitted for and receive written approval by the Council prior to submission of a Plan of Survey and associated title documentation is submitted to the Council for sealing

### 10. Sealing Final Plan of Survey

No Final Plan of Survey will be sealed for the approved lots until the following matters have been completed to the satisfaction of the Council's Town Planner and made at the responsible person(s) cost:

- a) the satisfactory completion of public and private infrastructure and service works/installation in accordance with the Council's and any other responsible authority/s requirements (including the provision of engineering certification where required), including confirmation that these works have been completed; and
- b) any payment or action required by a planning permit condition to occur prior to the sealing of the Final Plan of Survey.

# PLANNING APPLICATION ASSESSMENT REPORT

*Land Use Planning and Approvals Act 1993*

**NOTE:** For the purpose of this permit “**the person responsible**”, depending on the context, means:

- a) The person who has and takes the benefit of this permit for the undertaking of the use or development authorised pursuant to it;
- b) The person or persons who undertake development or use pursuant to this permit; and
- c) Servants, agents and contractors, in each case of such persons.

## ADVISORY NOTES

### (i) *Permission in Writing*

*Any reference to the need for Council approval of a matter or thing prescribed under the conditions pertinent to this permit requires such approval to be given in writing.*

### (ii) *Objections to Proposal*

*This permit has no effect until the expiry of the period for the lodgement of an appeal against the granting of the permit or, if an appeal is lodged, until ten days after the appeal has been determined by the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT).*

### (iii) *Appeal Provisions*

*Attention is directed to sections 61 and 62 of the Land Use Planning and Approvals Act 1993 (as amended) which relate to appeals. These provisions should be consulted directly, but the following provides a guide as to their content:*

- *A planning appeal may be instituted by lodging a notice of appeal with the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT).*
- *A planning appeal may be instituted within 14 days of the date the planning authority serves notice of the decision on the applicant.*

### (iv) *Permit Commencement*

*This permit takes effect 14 days after the date of Council’s notice of determination or at such time as any appeal to the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal (TASCAT) is abandoned or determined. 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.*

### (v) *Period of Approval*

*Pursuant to Section 53(5) the Land Use Planning and Approvals Act 1993, this approval will lapse after a period of two (2) years from:*

- a. *the date on which the permit is granted; or*
- b. *if an appeal has been instituted against the planning authority’s decision to grant the permit, the date of the determination or abandonment of the appeal,*



*if the use or development is not substantially commenced within that period.*

### (vi) *Other Approvals*

*This permit does not imply that any other approval required under any other by-law or legislation has been granted. At least the following additional approvals may be required before construction commences:*

- a. *Building approval*
- b. *Plumbing approval*

**PLANNING APPLICATION ASSESSMENT REPORT***Land Use Planning and Approvals Act 1993***5 Review**

<b>Report Controller</b>	<b>Author</b>	<b>Date</b>	<b>Authorisation</b>
<b>Prepared By:</b>	Jacqui Tyson	8/01/2026	
<b>Reviewed By:</b>	George Walker	12/01/2026	
<b>Delegated Approval:</b>		Click or tap to enter a date.	



*dorset*

3 Ellenor Street SCOTTSDALE TAS 7260 P 03 6352 6500

E [dorset@dorset.tas.gov.au](mailto:dorset@dorset.tas.gov.au) W [www.dorset.tas.gov.au](http://www.dorset.tas.gov.au)

## **NOTICE OF PLANNING APPLICATION**

### ***LAND USE PLANNING & APPROVALS ACT 1993***

In accordance with *Section 57 (3)* of the *Land Use Planning & Approvals Act 1993* notice is hereby given that the following application has been received:

<b>PLA No:</b>	<b>2025/1350</b>
<b>PROPOSAL:</b>	<b>SUBDIVISION OF 1 LOT INTO 3 LOTS AND CONSTRUCTION OF ASSOCIATED VEHICLE ACCESSSES</b>
<b>APPLICANT:</b>	<b>MRS T D HALL &amp; MR A C HALL</b>
<b>LOCATION:</b>	<b>18 UNION STREET SCOTTSDALE &amp; FLORENCE STREET ROAD RESERVE (CT's 184127/2 &amp; 247250/3)</b>

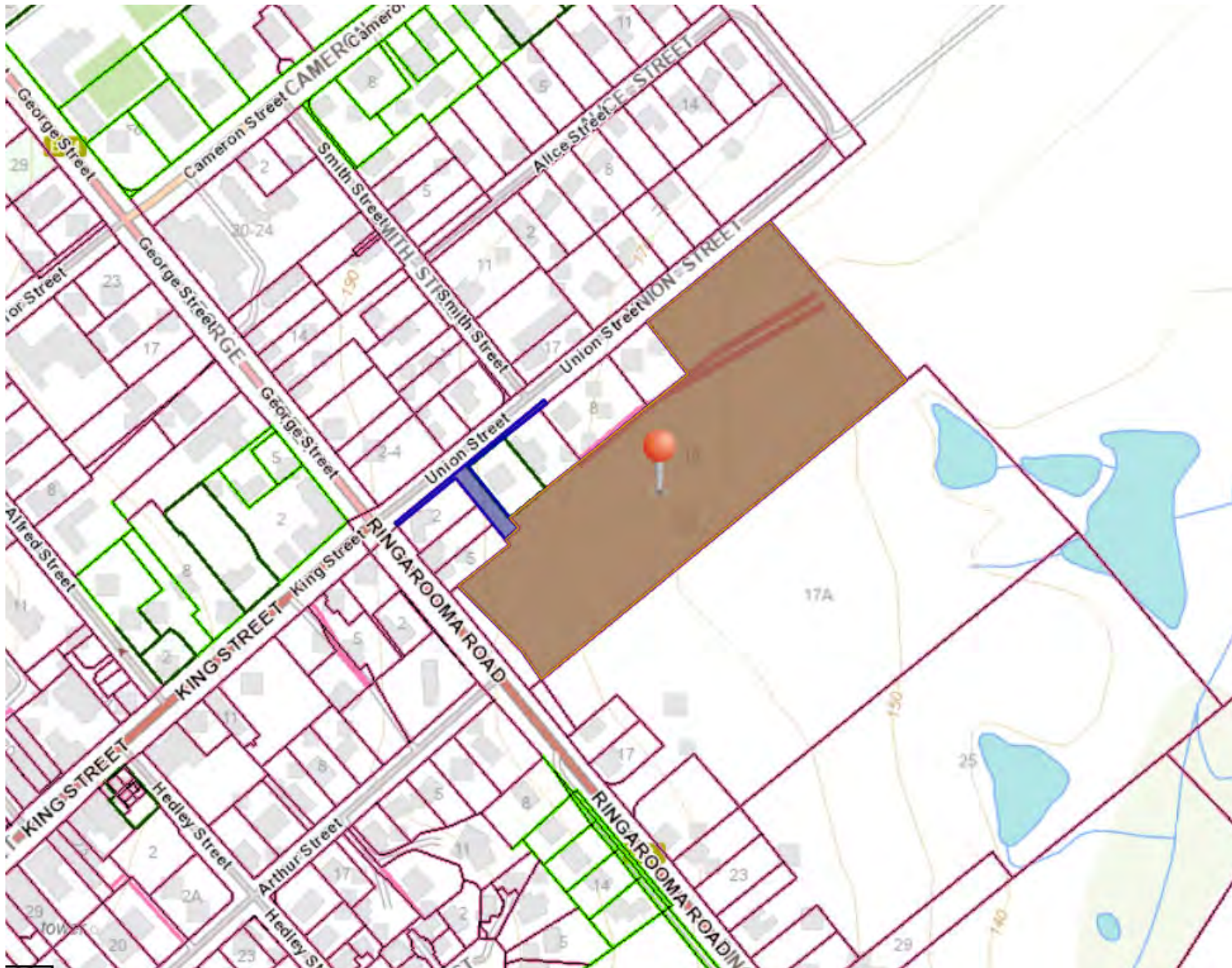
The application and associated plans and documents will be available for inspection at the Council Offices, 3 Ellenor Street, Scottsdale during normal office hours ending on 13/12/2025.

Further, in accordance with *Section 57 (5)* of the *Land Use Planning & Approvals Act 1993* any persons may make representations relating to the application which was advertised in The Examiner newspaper (Local Government Notices) on 29/11/2025. Representations must be made in writing and addressed to the General Manager, Dorset Council, PO Box 21, Scottsdale 7260, or by emailing [dorset@dorset.tas.gov.au](mailto:dorset@dorset.tas.gov.au).

If you have any queries please contact the Dorset Council on **03 6352 6500** during normal office hours.

**John Marik**  
GENERAL MANAGER

**18 Union Street SCOTTSDALE & Florence Street Road Reserve (2025/1350)**  
**(CT 184127/2 & 247250/3)**



# Planning Permit Application

Please print all applicable details clearly

## THE PROPOSAL

Describe in full the way it is proposed to use and/or develop the land:         	⇒ Provide a full description of the proposed use or development, including: <ul style="list-style-type: none"> <li>• Building work</li> <li>• Change of use</li> <li>• Subdivision</li> <li>• Forestry</li> <li>• Demolition</li> <li>• Staging (if development is proposed to be carried out in stages, indicate this on the plans and describe in written material)</li> <li>• Signage</li> <li>• Other</li> </ul>
---	--

## THE LAND

Address   	Certificate of Title (include all applicable title references)  Volume: _____ Folio: _____
Land Area (m <sup>2</sup> or hectares):	
Present use of land:   	⇒ Provide a description of the existing use of the land, for example vacant, residential, agriculture, industrial, commercial
Present use of existing building(s):   	⇒ Provide a description of the use of the existing buildings on the land, for example dwelling, workshop, farm building, office, shop

## THE APPLICANT (Note: the person to be nominated as the Applicant is the one whose name will appear for public notification purposes and permit issue)

Applicant's Name:	
Address:   	Phone:
	Fax:
	Mobile:
Email:	

**THE OWNER**

Owner's Name(s):	
Address:	Phone:
	Fax:
	Mobile:
Email:	

**CROWN AND/OR COUNCIL CONSENT** [to be completed where land in respect of the Application is (i) Crown land (within the meaning of the *Crown Lands Act 1976*) or (ii) owned or administered by the Crown or a Council]

Owner / Administrator's Name(s): <b>Dorset Council</b>	
Person signing the Application: <b>Kerry Sacilotto - Director Infrastructure</b>	⇒ <i>to be completed by a person conferred the authority to ensure compliance with Section 52(1B)(a) of the Land Use Planning and Approvals Act 1993).</i>
Signature: <i>Kerry Sacilotto</i>	
Date:	

**DETAILS OF BUILDING WORK** (to be completed if Application requires building work)

Value of building work: \$ _____		⇒ Please tick applicable box:  <input type="checkbox"/> Estimate <input type="checkbox"/> Contract Price
Type of work: _____ _____ _____		⇒ <i>For example, new building, alteration, addition, removal, repairs, demolition, re-erection, change of use</i>
Proposed use of building: _____ _____ _____		⇒ <i>Describe the main use of the proposed building, for example, dwelling, workshop, farm building, office, shop</i>
Existing floor area: _____ m <sup>2</sup>	New / additional floor area: _____ m <sup>2</sup>	Proposed maximum building height above natural ground level: _____ m
Materials:  structural floor: _____ external walls: _____ colour: _____ roof cladding: _____ colour: _____ structural frame: _____		



## DETAILS OF OTHER WORKS

Vehicle Access:

Is a new vehicle access or crossover required? (if so, ensure this is indicated on the plans) \_\_\_\_\_

What would be the surfacing of the vehicle access? \_\_\_\_\_

Car Parking:

How many car parking spaces are currently provided? \_\_\_\_\_

How many additional car parking spaces would be provided? \_\_\_\_\_

What would be the surfacing of the car parking spaces? \_\_\_\_\_

Is provision made for loading and unloading of vehicles? (to be completed for retail, commercial, industrial, service industry or storage uses)

Describe any proposed earthworks, vegetation removal or other works required as part of the use and/or development:

---



---



---



---

## DETAILS OF OTHER MATTERS

Proposed hours of operation:

Monday to Friday: \_\_\_\_\_ am to \_\_\_\_\_ pm

Saturday: \_\_\_\_\_ am to \_\_\_\_\_ pm

Sunday: \_\_\_\_\_ am to \_\_\_\_\_ pm

Provide details of any goods that would be stored outside:

---

## Privacy Statement

The Dorset Council is committed to upholding the right to privacy of all individuals who have dealings with the Council. Unless required by law or by a Court or tribunal, the Council will take the necessary steps to ensure that the personal information that members of the public share with the Council remains confidential. How we use this information is explained in our Personal Information Protection Policy which is available at [www.dorset.tas.gov.au](http://www.dorset.tas.gov.au) or at the Council office.

### Appointment Details

To ensure Council's officers are available to assist you with the submission of your Application, it is advisable to make an appointment by contacting Regulatory Services on 6352 6500.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Council Officer: \_\_\_\_\_



## Copyright Authority

I authorise the Council and the Crown in right of the state of Tasmania to provide to any person, for the purposes of assessment or public consultation, a partial or complete copy of documents relating to this application.

I understand that the information and materials provided with this Application may be made available to the public in electronic form on the Council's website. I understand that the Council may make such copies of the information and materials as, in its opinion, are necessary to facilitate a thorough consideration of the Application.

I declare that the information given is a true and accurate representation of the proposed use and/or development, and I am liable for the payment of Council application processing fees even in the event of the use and/or development proposed by this Application not proceeding.

I confirm I am the copyright owner or have the authority to sign on behalf of any other person with copyright for documents relating to this Application.

I indemnify the Dorset Council for any claim or action taken against it in respect of breach of copyright in respect of any of the information or material provided.

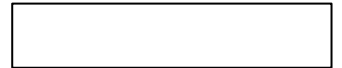
Note: This authority is intended to cover copies made by the Crown or Council under Sections 40, 43, 49 or 183 of the *Copyright Act 1968*.

**Where the applicant is NOT the owner, I hereby declare that the owner of the land to which this application relates has been notified of this application being made and the information and details supplied by me in this application are a true and accurate description of the proposal.**

Applicant's Signature:



Date:





Our Ref: 2025/1350 80812  
9431833  
29/10/2025

ABN 68 027 137 155  
3 Ellenor Street  
Scottsdale Tasmania  
PO Box 21 Scottsdale  
Tasmania 7260

T 03 6352 6500  
F 03 6352 6509  
E [dorset@dorset.tas.gov.au](mailto:dorset@dorset.tas.gov.au)  
[dorset.tas.gov.au](http://dorset.tas.gov.au)



Town Planner - Dorset Council  
PO Box 21  
SCOTTSDALE TAS 7260

Dear Town Planner

---

**Council Landowner Consent**

---

**Subdivision of 1 lot into 3 lots and construction of associated vehicle  
accesses**

---

**24 Union Street SCOTTSDALE**

---

I refer to the application being made by Mrs T D Hall & Mr A C Hall to gain planning approval for Subdivision of 1 lot into 3 lots and construction of associated vehicle accesses on land addressed as 24 Union Street SCOTTSDALE.

This development encompasses land which is owned by the Council. I therefore advise that consent to lodge this application is granted.

Yours faithfully

**KERRY SACILOTTO**  
*Director Infrastructure*

## Land Use Planning and Approvals Act 1993

**Back to CONTENTS**

**Legislation Version: 17 May 2023**

This register is maintained in compliance with section 22 (4) of the *Local Government Act 1993* (Tas).

## Notes on Delegation

**(1)** A council, in writing, may delegate with or without conditions to the general manager, any of its functions or powers under any Act: s.22 *Local Government Act 1993* (Tas) (subject to restrictions).

**(2)** The general manager, in writing, may delegate to an employee of the council (a) any functions or powers under any Act, other than this power of delegation; and (b) any functions or powers delegated by the council which the council authorised the general manager to delegate: s.64 *Local Government Act 1993* (Tas).

**(3)** If an Act confers a power on a person to delegate a function or power, the person may, in accordance with the Act, delegate the function or power to (a) a person by name; or (b) the holder of a particular office or position by reference to the title of the office or position concerned, whether or not the office or position is vacant at the time of the delegation: s.23AA(1) *Acts Interpretation Act 1931* (Tas).

**(4)** If a function or power is delegated to a particular officer or the holder of a particular office or position (a) the delegation does not cease to have effect merely because the person who was the particular officer or the holder of the particular office or position when the function or power was delegated ceases to be that officer or the holder of that office or position; and (b) the function or power may be performed or exercised by the person for the time being occupying or acting in the office or position concerned: s.23AA(5) *Acts Interpretation Act 1931* (Tas).

(5) A function or power that has been delegated may, notwithstanding the delegation, be exercised by the delegator: s.23AA(6) *Acts Interpretation Act 1931* (Tas).

**(6)** A planning authority may, by resolution, delegate any of its functions or powers under this Act other than this power of delegation to a person employed by the authority (Part 1, S. 6(3)).

[illegible]

No.	Provision	Function or Power	Nature	Given By			Given To				Conditions or Restrictions	Date(s) of Delegation / Authorisation	Evidence of Authorisation / Delegation
	Position	Description		Council	General Manager	Planning Authority	General Manager	Director - Community & Development	Town Planner	Director - Infrastructure			Resolution Number / Delegation number / Document hyperlink
26	S.48A	Notice to remove signs	Delegation	X			X	X	X			21-Oct-24	Minute 211/24
27	S.51	<b>Permits</b> A person must not commence any use or development which requires a permit unless the planning authority which administers the scheme, the Commission, or the Tribunal, has granted a permit in respect of that use or development and the permit is in effect or a major project permit has been granted in respect of that use or the development and the permit is in effect.	Delegation	X			X	X	X			21-Oct-24	Minute 211/24
28	s 51A	<b>Fees payable for application</b> ... (2) Despite section 86 , a planning authority is not entitled – (a) to refuse to take an action in relation to determining whether or not an application for a permit is valid; or (b) to refuse to accept a valid application for a permit – on the ground that a fee, under a relevant legislative instrument, for an application for a permit has not been paid, unless – (c) the planning authority has, before, or within 4 business days after, the day on which a person lodges, or attempts to lodge, with the planning authority, the application for the permit, demanded the payment of the fee; and (d) the fee has not been paid within the 21-day period after the day on which the demand is made. (3) If – (a) the planning authority has demanded payment of a fee, under a relevant legislative instrument, for an application for a permit before, or within 4 business days after, the day on which a person lodges, or attempts to lodge, with the planning authority, the application for the permit; and (b) the fee has been paid within the 21-day period after the day on which the demand is made – the application, if it is a valid application, is taken for the purposes of this Act to have been received on the day on which the fee is paid.		X								21-Oct-24	Minute 211/24
29	S.52(1B)	<b>What if applicant is not the owner?</b> If land in respect of which an application for a permit is required is Crown land, is owned by a council or is administered or owned by the Crown or a council and a planning scheme does not provide otherwise, the application must – (a) be signed by the Minister of the Crown responsible for the administration of the land or by the general manager of the council; and (b) be accompanied by the written permission of that Minister or general manager to the making of the application.	Delegation		X			X		X	GM may delegate to a Council employee pursuant to s. 52(1G)	21-Oct-24	Minute 211/24
30	S.53(5A)	<b>When does a permit take effect?</b> Where a planning authority grants a permit, the permit takes effect on the day on which it is granted by the authority or, where there is a right of appeal against the granting of the permit, at the expiration of 14 days from the day on which the notice of the granting of the permit was served on the person who has the right of appeal.	Delegation	X			X	X	X			21-Oct-24	Minute 211/24



## THREE (3) LOT SUBDIVISION – SUPPORTING SUBMISSION

24 Union Street, Scottsdale

November 2025



## Table of Contents

1	Overview.....	2
2	Site Details .....	3
3	Description of Proposal .....	3
4	Planning Assessment – <i>Tasmanian Planning Scheme - Dorset</i> .....	7
4.1	Assessment Overview .....	7
4.2	Zone Assessment .....	7
4.2.1	Development Standards for Subdivision – Acceptable Solutions – Rural Living Zone .....	7
4.2.2	Development Standards for Subdivision – Performance Criteria – Rural Living Zone .....	9
4.3	Code Assessments.....	13
4.3.1	Development Standards for Subdivision – Acceptable Solutions – Natural Assets .....	13
4.3.2	Development Standards for Subdivision – Performance Criteria – Natural Assets .....	14
4.3.3	Development Standards for Subdivision – Acceptable Solutions – Bushfire-Prone Areas	15
5	Conclusion .....	18

BASIC PLANNING OVERVIEW	
DESCRIPTION OF PROJECT:	Three (3) Lot Subdivision
PROPERTY ADDRESS:	24 Union Street, Scottsdale
TITLE NUMBERS:	(i) 184237/1 and (ii) 247250/3
PROPERTY ID:	9431833
PLANNING INSTRUMENT:	<i>Tasmanian Planning Scheme - Dorset</i>
APPLICABLE ZONE(S):	Rural Living A
APPLICABLE CODE(S):	Natural Assets
	Bushfire-Prone Areas
	Landslip Hazard
SPECIFIC AREA PLAN:	Not Applicable

## 1 Overview

---

This submission provides planning appraisal support for a proposal to subdivide a parcel of land at 24 Union Street, Scottsdale (Folio of the Register 184237/1) into three allotments. The subject land is provided with frontage to Ringarooma Road and Union Street, the former of which is a State road maintained by Department of State Growth and the latter of which is a local road maintained by Dorset Council.

The subject land is entirely identified within the Rural Living Zone under Dorset Council's Planning Scheme (the 'Tasmanian Planning Scheme – Dorset'). The land comprises a total area of 2.613 hectares.

This report provides a comprehensive planning appraisal of the proposed subdivision against relevant statutory provisions of the Tasmanian Planning Scheme – Dorset.



**Figure 1:** Aerial image identifying location and spatial proportions of F/R 184127/2 (Source: LISTmap).

## 2 Site Details

<b>Address:</b>	24 Union Street, Scottsdale		
<b>Title No:</b>	184237/1		
<b>Landowner:</b>	Adam and Terese Hall		
<b>Dimensions:</b>	<b>Area</b>	<b>Average Width</b>	<b>Average Depth</b>
	2.613 hectares	Approx. 85 m	Approx. 275 m
<b>Slope:</b>	<b>Grade</b>	<b>Elevation</b>	<b>Direction</b>
	Undulating	160-190 AHD	West to East
<b>Existing Use or Development:</b>	Vacant residential land		
<b>Vegetation:</b>	Grassed/Pasture		
<b>Services:</b>	<b>Water</b>	<b>Sewer</b>	<b>Stormwater</b>
	Serviced Area	Serviced Area	Serviced Area
	<b>Connection</b>	<b>Connection</b>	<b>Connection</b>
	Existing	Existing	Proposed
<b>Vehicle Access:</b>	<b>Road</b>	<b>Access Type</b>	<b>Vehicle Crossing</b>
	Union Street	Direct Frontage	Existing
<b>Surrounding Use and Development</b>	<b>North</b>	General Residential (single dwellings and ancillary outbuildings)	
	<b>South</b>	Rural Living (single dwellings and ancillary outbuildings)	
	<b>East</b>	Agricultural (cropping and pasture)	
	<b>West</b>	General Residential (single dwellings and ancillary outbuildings)	

## 3 Description of Proposal

The subject land is located at 24 Union Street, Scottsdale. It is situated adjacent to the eastern residential periphery of Scottsdale township, approximately 150 metres east of the Scottsdale local business centre. The land is predominantly comprised of vacant land utilised for pasture purposes, with a low-lying gully area concentrated upon the northeastern portion of the site (which forms part of town's public stormwater system). A small farm shed is situated upon the south-central part of the site and is the only structure located upon the land.

The subject land is identified within the Rural Living Zone 'A' under the Tasmanian Planning Scheme – Dorset. Land to the southeast of the site is also identified within the Rural Living Zone, while land to the northeast is identified within the Agriculture Zone and is utilised interchangeably for cropping and pasture purposes. Land to the northwest supports single dwellings and associated outbuildings, while land to the southwest supports small business and residential uses within the Urban Mixed Use Zone (see figure 2, below).





**Figure 2:** Site and surrounding land zoning configuration under the Tasmania Planning Scheme – Dorset (Source: LISTmap).

The proposed subdivision will create three (3) allotments from the subject land (see Figure 3, below). The proposed area for each lot will be configured as follows:

- Lot 1 = 8100 sq/m (+/-)
- Lot 2 = 8050 sq/m (+/-)
- Lot 3 = 1.04 hectares (+/-)

Proposed lots 2 and 3 will each have frontage onto Union Street, while proposed Lot 1 will have frontage onto Ringarooma Road. Primary access to Lot 1 will be provided via a new crossover (shared access point with Lot 2) onto Union Street and a 10 m wide right of carriageway network across Lot 2. An alternative, secondary access will also be provided to Lot 1 via extension/continuation of the existing sealed driveway contained on F/R 247250/3 (which is identified within the General Residential Zone) and through to the lot boundary of Lot 1 (approximately 20 metres length – see Figure 4).

Access to Lot 2 will be provided via a new crossover (shared access point with Lot 1) onto Union Street (adjacent the northeast boundary of F/R 135817/2). Access to Lot 3 will be provided via an existing crossover onto Union Street proximate to the northern portion of the proposed allotment (see Figure 5).



Each allotment will be provided with connection to the reticulated water service network. Lot 1 will be connected into the existing reticulated sewer service network that transits the site, while Lots 2 & 3 would be provided with sufficient area as to accommodate an on-site wastewater treatment system adequate for the future use and development of each respective allotment. Stormwater from each allotment would be directed to the public stormwater system (drainage line network) adjacent the northeast boundary of proposed Lot 3.

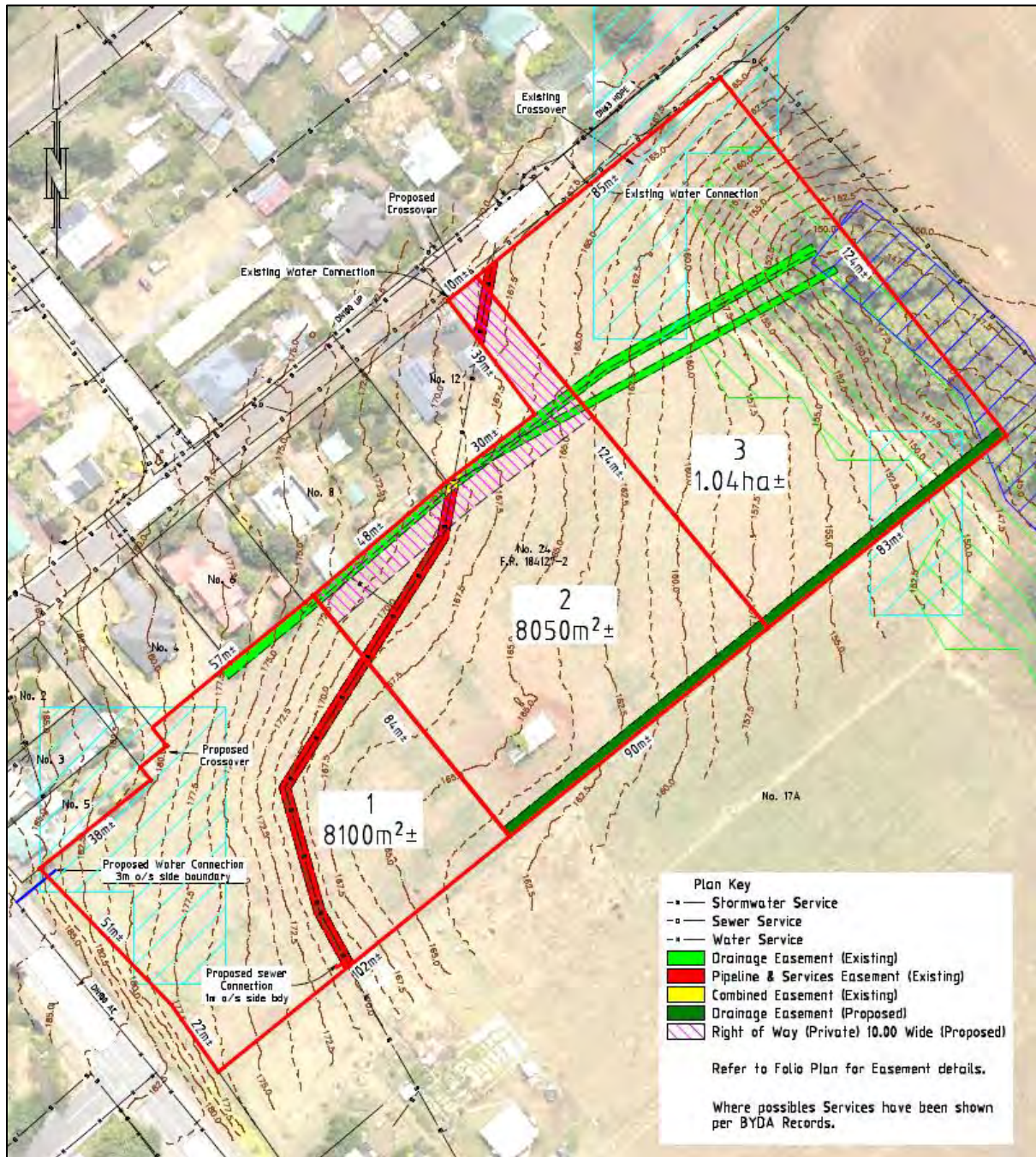


Figure 3: Proposed subdivision configuration (Source: Cohen & Associates).





**Figure 4:** Aerial image identifying location and spatial proportions of F/R 247250/3 (Source: LISTmap).



**Figure 5:** Image of F/R 184237/1 facing southwards from existing vehicle crossover onto Union Street (to service Lot 3) (photo taken: 11/07/2025).

## 4 Planning Assessment – *Tasmanian Planning Scheme - Dorset*

### 4.1 Assessment Overview

<b>Applicable Zone:</b>	Rural Living
<b>Use Status:</b>	N/A
<b>Development Status:</b>	Discretionary subdivision (relying on performance criteria)
<b>Applicable Codes:</b>	Road and Railway Assets
	Natural Assets
	Bushfire-Prone Areas
	Landslip Hazard

### 4.2 Zone Assessment

#### 4.2.1 Development Standards for Subdivision – *Acceptable Solutions* – Rural Living Zone

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
11.5.1 Lot design			
A1	Each lot, or a lot proposed in a plan of subdivision, must: (a) have an area not less than specified in Table 11.1 and: (i) be able to contain a minimum area of 15m x 20m clear of: a. all setbacks required by clause 11.4.2 A2 and A3; and b. easements or other title restrictions that limit or restrict development; and (ii) existing buildings are consistent with the setback required by clause 11.4.2 A2 and A3; (b) be required for public use by the Crown, a council or a State authority; (c) be required for the provision of Utilities; or (d) be for the consolidation of a lot with another lot provided each lot is within the same zone.	An existing building (shed) situated upon the land will be contained within the proportions of Lot 2 and is consistent with setback requirements prescribed at Clause 11.4.2 A2 and A3.  Lot sizes of each of Lots 1 and 2 will be 8000 sq/m, which is less than the minimum lot size requirements prescribed under Table 11.1 (for land identified within Rural Living Zone A). The proposed subdivision therefore relies on demonstrating compliance with the corresponding performance criteria provided at Clause 11.5.1 P1. Assessment of the proposal against this performance criteria is outlined at Section 4.2.2 of this report.	Does not Comply
A2	Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or	Each of Lots 1 and 3 will be provided with a frontage in excess of 40 metres. Lot 2 will rely upon alternative access means	Does not Comply

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
	Utilities, must have a frontage not less than 40m.	and will not be provided with frontage. The proposed subdivision therefore relies on demonstrating compliance with the corresponding performance criteria provided at Clause 11.5.1 P2. Assessment of the proposal against this performance criteria is outlined at Section 4.2.2 of this report.	
A3	Each lot, or a lot proposed in a plan of subdivision, must be provided with a vehicular access from the boundary of the lot to a road in accordance with the requirements of the road authority.	<p>Lots 1 and 2 will be provided with a shared vehicle crossover that will be constructed to accord with Council's Urban Roads Property Access Standards (TSD-R09-v3). Primary vehicular driveway access for Lot 1 – from the crossover and via the ROW network across Lot 2 through to the lot boundary of Lot 1 – will be constructed in accordance with the requirements of Table C13.2B of the Tasmanian Planning Scheme – Dorset (thereby also satisfying the requirements of the submitted BHMP as considered later in this report). Similarly, vehicular driveway access to Lot 1 via the secondary/alternative access will also be constructed in accordance with the requirements of Table C13.2B of the Tasmanian Planning Scheme – Dorset (and again satisfying the requirements of the submitted BHMP).</p> <p>Lot 3 is provided with an existing access point with an existing vehicle crossover point that is considered sufficient for the purposes of the proposed subdivision.</p> <p>Subject to the inclusion of requisite conditions upon the planning permit that bind these works to being completed in an orderly and reasonable manner, it is considered that the development will comply with the requirements of 11.5.1 A3 accordingly.</p>	Complies
11.5.2 Roads			
A1	The subdivision includes no new roads.	The subdivision will not include any roads.	Complies
11.5.3 Services			



11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
A1	Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must: (a) be connected to a full water supply service if the frontage of the lot is within 30m of a full water supply service; or (b) be connected to a limited water supply service if the frontage of the lot is within 30m of a limited water supply service, unless a regulated entity advises that the lot is unable to be connected to the relevant water supply service.	Each of the lots within the subdivision will be connected to a full water supply service.	Complies
A2	Each lot, or a lot proposed in a plan of subdivision, excluding within Rural Living Zone C or Rural Living Zone D or for public open space, a riparian or littoral reserve or Utilities, must: (a) be connected to a reticulated sewerage system; or (b) be connected to a reticulated sewerage system if the frontage of each lot is within 30m of a reticulated sewerage system and can be connected by gravity feed.	Lot will be connected to the reticulated sewerage system available to the land. The developable area of Lots 2 and 3 will result in each of these lots likely being unable to connect by gravity feed to the sewer main that traverses through each lot. The proposed subdivision therefore relies on demonstrating compliance with the corresponding performance criteria provided at Clause 11.5.3 P2. Assessment of the proposal against this performance criteria is outlined at Section 4.2.2 of this report.	Does not Comply

#### 4.2.2 Development Standards for Subdivision – Performance Criteria – Rural Living Zone

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Performance Criteria	Assessment	Compliance
11.5.1 Lot design			
P1	Each lot, or a lot proposed in a plan of subdivision, excluding for public open space, a riparian or littoral reserve or Utilities, must have sufficient useable area and dimensions suitable for its intended use, having regard to: (a) the relevant requirements for development of existing buildings on the lots;	The subdivision provides allotments of sufficient size, shape, and configuration as to support future residential development upon each allotment that will be created. The only existing structure – a small shed – will be contained within Lot 2 and meets the relevant setback provisions. No other buildings exist on the site, ensuring each	Complies

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Performance Criteria	Assessment	Compliance
	<p>(b) the intended location of buildings on the lots;</p> <p>(c) the topography of the site;</p> <p>(d) any natural or landscape values;</p> <p>(e) adequate provision of private open space; and</p> <p>(f) the pattern of development existing on established properties in the area, and must be no more than 20% smaller than the applicable lot size required by clause 11.5.1 A1.</p>	<p>proposed lot retains ample, unobstructed area suitable for residential building envelopes.</p> <p>Each lot is configured to allow generous, clear building areas that are capable of accommodating dwellings, outbuildings, access, and associated on-site infrastructure. Lot 2 and Lot 3 benefit from direct access to Union Street with adequate frontage provision, while Lot 1 will be provided access to both unmade Florence Street and a proposed (contingency) right of way access across Lot 2, providing functional and compliant access arrangements.</p> <p>The land is undulating, ranging from approximately 160–190 AHD, with a gradual west-east fall. This topography presents no development constraints, and building envelopes can be readily accommodated without excessive earthworks or modification of the landscape.</p> <p>The site is largely cleared pasture, with no significant vegetation or landscape features, aside from a low-lying gully in the northeast that forms part of the town's stormwater system. The subdivision layout ensures that future development avoids encroachment into this drainage area, thereby protecting natural values.</p> <p>The proposed lot sizes (Lots 1 and 2 at 8100 m<sup>2</sup> &amp; 8050 m<sup>2</sup> respectively, and Lot 3 at 1.013 ha) are sized as to provide a comfortable surplus of private open space. Each lot will provide large, usable land areas enabling private amenity, gardens, landscaping, and outdoor living space consistent with the expectations of the Rural Living Zone.</p> <p>The subdivision is compatible with the established pattern of residential development in the area, where large-lot</p>	

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Performance Criteria	Assessment	Compliance
		<p>rural living and residential properties characterise the urban edge of Scottsdale. The proposed lots align with surrounding land use and density, maintaining the character and ensuring continuity with established development patterns.</p> <p>In consideration of the above appraisal, it is submitted that the proposed subdivision demonstrates compliance with the performance criteria provided at Clause 11.5.1 P1 accordingly.</p>	
P2	<p>Each lot, or a lot proposed in a plan of subdivision, must be provided with a frontage or legal connection to a road by a right of carriageway, that is sufficient for the intended use, having regard to:</p> <ul style="list-style-type: none"> <li>(a) the width of frontage proposed, if any;</li> <li>(b) the number of other lots which have the land subject to the right of carriageway as their sole or principal means of access;</li> <li>(c) the topography of the site;</li> <li>(d) the functionality and useability of the frontage;</li> <li>(e) the ability to manoeuvre vehicles on the site; and</li> <li>(f) the pattern of development existing on established properties in the area, and is not less than 3.6m wide.</li> </ul>	<p>The subdivision has been designed to ensure that each lot is provided with appropriate road access, either by direct frontage or through a legal right of carriageway. As noted, Lot 2 and Lot 3 benefit from direct access to Union Street with adequate frontage provision, while Lot 1 will be provided access to both unmade Florence Street and a proposed (contingency) right of way access across Lot 2, providing functional and compliant access arrangements. Locations of vehicle access to each allotment are sufficient to accommodate the safe and practical development of future access driveways.</p> <p>The site's topography is gently undulating with a consistent west-east fall. This presents no impediment to the functionality of the proposed access arrangements and ensures that vehicles can safely manoeuvre in and out of the lots without undue engineering or earthworks. The right of carriageway for Lot 1 will provide a practical, useable, and legible access point, capable of accommodating standard vehicles while maintaining safe sight distances.</p> <p>The subdivision is consistent with the existing pattern of development in the area, where frontage lots and occasional shared access arrangements support residential use along Scottsdale's urban</p>	Complies



## SUPPORTING SUBMISSION

Three (3) Lot Subdivision - 24 Union Street, Scottsdale

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Performance Criteria	Assessment	Compliance
		<p>edge. The access provisions ensure each lot is provided with road connection of a standard suitable for the intended residential purpose, while aligning with the established subdivision and development character of the locality.</p> <p>In consideration of the above appraisal, it is submitted that the proposed subdivision demonstrates compliance with the performance criteria provided at Clause 11.5.1 P2 accordingly.</p>	
11.5.3 Services			
P2	Each lot, or a lot proposed in a plan of subdivision, excluding within Rural Living Zone C or Rural Living Zone D or for public open space, a riparian or littoral reserve or Utilities, must be capable of accommodating an on-site wastewater treatment system adequate for the future use and development of the land.	<p>The subdivision will create lots of sufficient size and configuration to support the installation of on-site wastewater treatment systems appropriate for future residential use. Lot 1 is proposed to be connected to the reticulated sewer system network that transits the land, while Lots 2 and 3 will each be respectively provided a minimum area of approximately 8,050 m<sup>2</sup> and 1.013 hectares in area. These lot sizes are well above the minimum thresholds typically required to accommodate on-site wastewater disposal, ensuring that each lot is capable of managing effluent in accordance with regulatory standards.</p> <p>The gently undulating topography and predominantly cleared pastureland present no significant physical constraints to the siting of wastewater infrastructure. The proposed lot dimensions allow for the separation of wastewater treatment areas from future dwellings, outbuildings, water supplies, and property boundaries, consistent with environmental health and planning requirements.</p> <p>Accordingly, the subdivision provides lots that are not only large enough but suitably configured to ensure that on-site wastewater treatment systems can be</p>	Complies

11.0 Rural Living Zone			
11.5 Development Standards for Subdivision			
Clause	Performance Criteria	Assessment	Compliance
		<p>accommodated in a manner that protects public health and avoids adverse impacts on water quality, adjoining land, or natural values.</p> <p>In consideration of the above appraisal, it is submitted that the proposed subdivision demonstrates compliance with the performance criteria provided at Clause 11.5.3 P2 accordingly.</p>	

### 4.3 Code Assessments

The following Codes have been assessed as being applicable<sup>1</sup> to the proposal:

- Natural Assets
- Bushfire-Prone Areas

The following sections provide an assessment of the applicable standards of each code to the proposal.

#### 4.3.1 Development Standards for Subdivision – **Acceptable Solutions** – Natural Assets

C7.0 Natural Assets Code			
C7.7 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
C7.7.1 Subdivision within a waterway and coastal protection area or a future coastal refugia area			
A1	<p>Each lot, or a lot proposed in a plan of subdivision, within a waterway and coastal protection area or a future coastal refugia area, must:</p> <p>(a) be for the creation of separate lots for existing buildings;</p> <p>(b) be required for public use by the Crown, a council, or a State authority;</p> <p>(c) be required for the provision of Utilities;</p> <p>(d) be for the consolidation of a lot; or</p>	<p>The subdivision is unable to satisfy A1 and relies on demonstrating compliance with the corresponding performance criteria provided at Clause C7.7.1 P1. Assessment of the proposal against this performance criteria is outlined at Section 4.3.2 of this report.</p>	Does not Comply

<sup>1</sup> The subdivision is exempted from consideration of Clause C15.7.1 of the Landslip Hazard Code via its applicability to Clause C15.4.1(d)(i).

C7.0 Natural Assets Code			
C7.7 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
	(e) not include any works (excluding boundary fencing), building area, services, bushfire hazard management area or vehicular access within a waterway and coastal protection area or future coastal refugia area.		
C7.7.2 Subdivision within a priority vegetation area			
A1	Each lot, or a lot proposed in a plan of subdivision, within a priority vegetation area must: <ul style="list-style-type: none"> <li>(a) be for the purposes of creating separate lots for existing buildings;</li> <li>(b) be required for public use by the Crown, a council, or a State authority;</li> <li>(c) be required for the provision of Utilities;</li> <li>(d) be for the consolidation of a lot; or</li> <li>(e) not include any works (excluding boundary fencing), building area, bushfire hazard management area, services or vehicular access within a priority vegetation area.</li> </ul>	The subdivision will create three separate allotments, which upon each a single dwelling can be constructed via submission of future planning applications. The entirety of the priority vegetation area identified upon the subject land will remain unfragmented by the subdivision and will be entirely contained within Lot 3. The submitted Bushfire Hazard Management Plan demonstrates that a future building area and bushfire hazard management area can be sufficiently established upon Lot 3 and external to the priority vegetation area applicable to the site. Additionally, no works for services or vehicular access to the allotment will be required within the priority vegetation area.	Complies

#### 4.3.2 Development Standards for Subdivision – *Performance Criteria* – Natural Assets

C7.0 Natural Assets Code			
C7.7 Development Standards for Subdivision			
Clause	Performance Criteria	Assessment	Compliance
C7.7.1 Subdivision within a waterway and coastal protection area or a future coastal refugia area			
P1	Each lot, or a lot proposed in a plan of subdivision, within a waterway and coastal protection area or a future coastal refugia area, must minimise adverse impacts on natural assets, having regard to: <ul style="list-style-type: none"> <li>(a) the need to locate building areas and any associated bushfire hazard management area to be outside a waterway and coastal protection area or a future coastal refugia area; and</li> </ul>	The subdivision will create three separate allotments, which upon each a single dwelling can be constructed via submission of future planning applications. Proposed Lot 3 is the only allotment where land identified within the water and coastal protection area overlay is identified – which is concentrated around the gully area	Complies

C7.0 Natural Assets Code			
C7.7 Development Standards for Subdivision			
Clause	Performance Criteria	Assessment	Compliance
	(b) future development likely to be facilitated by the subdivision.	<p>situated in the eastern corner of the allotment.</p> <p>The submitted Bushfire Hazard Management Plan demonstrates that a bushfire hazard management area can be sufficiently established for this allotment without intruding into the designated waterway and coastal protection area.</p> <p>It is submitted that the proposed subdivision demonstrates compliance with the performance criteria provided at Clause C7.7.1 P1 accordingly.</p>	

#### 4.3.3 Development Standards for Subdivision – *Acceptable Solutions* – Bushfire-Prone Areas

C13.0 Bushfire-Prone Areas Code			
C13.6 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
C13.6.1 Provision of hazard management areas			
A1	<p>(a) TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant the provision of hazard management areas as part of a subdivision; or</p> <p>(b) The proposed plan of subdivision:</p> <ul style="list-style-type: none"> <li>(i) shows all lots that are within or partly within a bushfire-prone area, including those developed at each stage of a staged subdivision;</li> <li>(ii) shows the building area for each lot;</li> <li>(iii) shows hazard management areas between bushfire-prone vegetation and each building area that have dimensions equal to, or greater than, the separation distances required for BAL 19 in Table 2.6 of <i>Australian Standard AS3959:2018</i></li> </ul>	<p>The submitted Bushfire Hazard Assessment Report &amp; Bushfire Hazard Management Plan demonstrates each lot within the subdivision will be provided with both a building area and a hazard management area with dimensions equal to, or greater than, the separation distances required for BAL 19 in Table 2.6 of Australian Standard AS 3959:2018 Construction of buildings in bushfire-prone Areas.</p>	Complies

C13.0 Bushfire-Prone Areas Code			
C13.6 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
	<p><i>Construction of buildings in bushfire-prone areas; and</i></p> <p>(iv) is accompanied by a bushfire hazard management plan that addresses all the individual lots and that is certified by the TFS or accredited person, showing hazard management areas equal to, or greater than the separation distances required for BAL 19 in Table 2.6 of <i>Australian Standard AS3959:2018</i></p> <p><i>Construction of buildings in bushfire-prone Areas; and</i></p> <p>(c) if hazard management areas are to be located on land external to the proposed subdivision the application is accompanied by the written consent of the owner of that land to enter into an agreement under section 71 of the Act that will be registered on the title of the neighbouring property providing for the affected land to be managed in accordance with the bushfire hazard management plan.</p>		
C13.6.2 Public and fire fighting access			
A1	<p>(a) TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant specific measures for public access in the subdivision for the purposes of fire fighting; or</p> <p>(b) A proposed plan of subdivision showing the layout of roads, fire trails and the location of property access to building areas, is included in a bushfire hazard management plan that:</p> <p>(i) demonstrates proposed roads will comply with Table C13.1, proposed property accesses will comply with Table C13.2 and proposed fire trails will comply with Table C13.3 and</p> <p>(ii) is certified by the TFS or an accredited person.</p>	The submitted Bushfire Hazard Assessment Report & Bushfire Hazard Management Plan certifies that the layout of property accesses to each allotment will comply with Table C13.2.	Complies
C13.6.3 Provision of water supply for fire fighting purposes			
A1	In areas serviced with reticulated water by the water corporation:	The submitted Bushfire Hazard Assessment Report & Bushfire Hazard	Complies

C13.0 Bushfire-Prone Areas Code			
C13.6 Development Standards for Subdivision			
Clause	Acceptable Solution	Assessment	Compliance
	(a) TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant the provision of a water supply for fire fighting purposes; (b) A proposed plan of subdivision showing the layout of fire hydrants, and building areas, is included in a bushfire hazard management plan approved by the TFS or accredited person as being compliant with Table C13.4; or (c) A bushfire hazard management plan certified by the TFS or an accredited person demonstrates that the provision of water supply for fire fighting purposes is sufficient to manage the risks to property and lives in the event of a bushfire.	<b>Management Plan confirms that water supply for the purposes of the assessed building area upon Lot 3 will be compliant with Element A of Table C13.4 of the Code.</b>	
A2	In areas that are not serviced by reticulated water by the water corporation: (a) The TFS or an accredited person certifies that there is an insufficient increase in risk from bushfire to warrant provision of a water supply for fire fighting purposes; (b) The TFS or an accredited person certifies that a proposed plan of subdivision demonstrates that a static water supply, dedicated to fire fighting, will be provided and located compliant with Table C13.5; or (c) A bushfire hazard management plan certified by the TFS or an accredited person demonstrates that the provision of water supply for fire fighting purposes is sufficient to manage the risks to property and lives in the event of a bushfire.	<b>Due to hose lay requirements, proposed vehicle access configurations and the positioning of the existing hydrant network in proximity to proposed Lots 1 &amp; 2, the reticulated water supply cannot practically service Lots 1 &amp; 2 for the purposes of bushfire management. As such, the submitted Bushfire Hazard Assessment Report &amp; Bushfire Hazard Management Plan confirms that new habitable buildings on Lot 1 and Lot 2 will – at future building application stage – require installation of a protected stored water supply, in a water supply tank of at least 10,000 litres per building area, with a fitting suitable for TFS access in accordance with requirements of Table C13.5.</b>	Complies

## 5 Conclusion

---

The proposed three-lot subdivision of land at 24 Union Street, Scottsdale achieves a planning outcome that is consistent with the purpose and requirements of the *Tasmanian Planning Scheme – Dorset*. The lots are of sufficient size, configuration, and capability to support future residential development in a manner that reflects the established rural living character on the eastern edge of the Scottsdale township. Although two lots fall marginally below the prescribed ‘acceptable solution’ minimum lot size, compliance is demonstrated through the relevant performance criteria by providing generous building areas, functional lot shapes, and a subdivision pattern that aligns with surrounding development.

Each lot is afforded safe and practical access, either through direct frontage or legal right of carriageway, and is capable of connection to available infrastructure networks. Lot 1 will be connected to reticulated sewer, while Lots 2 and 3 are of a size that readily accommodates on-site wastewater treatment. Reticulated water will be provided to all lots, and stormwater will be managed through integration with the town’s existing public drainage system. Environmental considerations have been addressed through a layout that avoids disturbance of the gully area and protects priority vegetation, while the certified Bushfire Hazard Management Plan confirms that bushfire hazard risks can be effectively managed by the subdivision design.

On the basis of the above considerations, the proposal satisfies the relevant provisions of the Rural Living Zone and applicable planning scheme codes, delivering an orderly and sustainable subdivision outcome that provides for future residential opportunities while maintaining environmental values and the amenity of the locality.



# Bushfire Hazard Assessment Report & Bushfire Hazard Management Plan

24 Union Street, Scottsdale





**Prepared for (Client)**

A & T Hall

9 Union Street

SCOTTSDALE TAS 7260

**Assessed & Prepared by**

Rebecca Green

Senior Planning Consultant & Accredited Bushfire Hazard Assessor

Rebecca Green & Associates

PO Box 2108 LAUNCESTON TAS 7250

Mobile: 0409 284 422

Version 1

2 October 2025

Job No: RGA-B2981

## **Executive Summary**

The proposed development at 24 Union Street, Scottsdale, is subject to bushfire threat. A bushfire attack under extreme fire weather conditions is likely to subject buildings at this site to considerable radiant heat, ember attack along with wind and smoke.

The site requires bushfire protection measures to protect the buildings and people that may be on site during a bushfire.

These measures include provision of hazard management areas in close proximity to the buildings, implementation of safe egress routes, establishment of a water supply and construction of buildings as described in AS 3959-2018 Construction of Buildings in Bushfire Prone Areas.

## Contents

Executive Summary	3
Schedule 1 – Bushfire Report	5
1.0 Introduction	5
2.0 Site Description for Proposal (Bushfire Context)	6
3.0 Bushfire Site Assessment	7
3.1 Vegetation Analysis	7
3.2 BAL Assessment – Subdivision	11
3.3 Outbuildings	12
3.4 Road Access	14
3.5 Water Supply	16
4.0 Bushfire-Prone Areas Code Assessment Criteria	18
5.0 Layout Options	19
6.0 Other Planning Provisions	19
7.0 Conclusions and Recommendations	20
 Schedule 2 – Bushfire Hazard Management Plan	 21
Form 55	22
 Attachment 1 – Certificate of Compliance to the Bushfire-prone Area Code	 25
Attachment 2 – AS3959-2018 Construction Requirements	30
Attachment 3 – Proposal Plan	31
Attachment 4 – Tasmania Fire Service Water Supply Signage Guideline	32
 References	 33

## **Schedule 1 – Bushfire Report**

### **1.0 Introduction**

The Bushfire Attack Level (BAL) Report and Bushfire Hazard Management Plan (BHMP) has been prepared for submission with a Planning Permit Application under the *Land Use Planning and Approvals Act 1993; Bushfire-Prone Areas Code* and/or a Building Permit Application under the *Building Act 2016 & Regulations 2016*.

The Bushfire Attack Level (BAL) is established taking into account the type and density of vegetation within 100 metres of the proposed building site and the slope of the land; using the simplified method in AS 3959-2018 Construction of Buildings in Bushfire Prone Areas; and includes:

- The type and density of vegetation on the site,
- Relationship of that vegetation to the slope and topography of the land,
- Orientation and predominant fire risk,
- Other features attributing to bushfire risk.

On completion of assessment, a Bushfire Attack Level (BAL) is established which has a direct reference to the construction methods and techniques to be undertaken on the buildings and for the preparation of a Bushfire Hazard Management Plan (BHMP).

### **1.1 Scope**

This report was commissioned to identify the Bushfire Attack Level for the existing property. ALL comment, advice and fire suppression measures are in relation to compliance with *Bushfire-Prone Areas Code* of the Tasmanian Planning Scheme – Dorset, the National Construction Code and Australian Standards, *AS 3959-2018, Construction of buildings in bushfire-prone areas*.

### **1.2 Limitations**

The inspection has been undertaken and report provided on the understanding that:-

1. The report only deals with the potential bushfire risk, all other statutory assessments are outside the scope of this report.
2. The report only identifies the size, volume and status of vegetation at the time the site inspection was undertaken and cannot be relied upon for any future development.
3. Impacts of future development and vegetation growth have not been considered.

**No action or reliance is to be placed on this report; other than for which it was commissioned.**

### **1.3 Proposal**

The proposal is for the development of a 3 Lot Subdivision from one existing title.

## 2.0 Site Description for Proposal (Bushfire Context)

### 2.1 Locality Plan

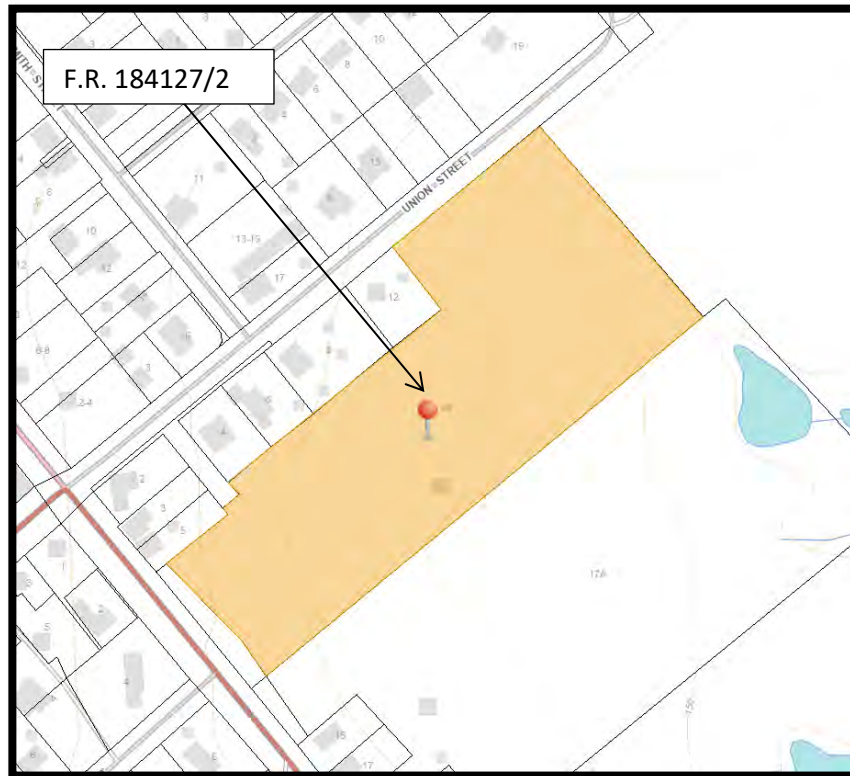


Figure 1: Location Plan of 24 Union Street, Scottsdale

### 2.2 Site Details

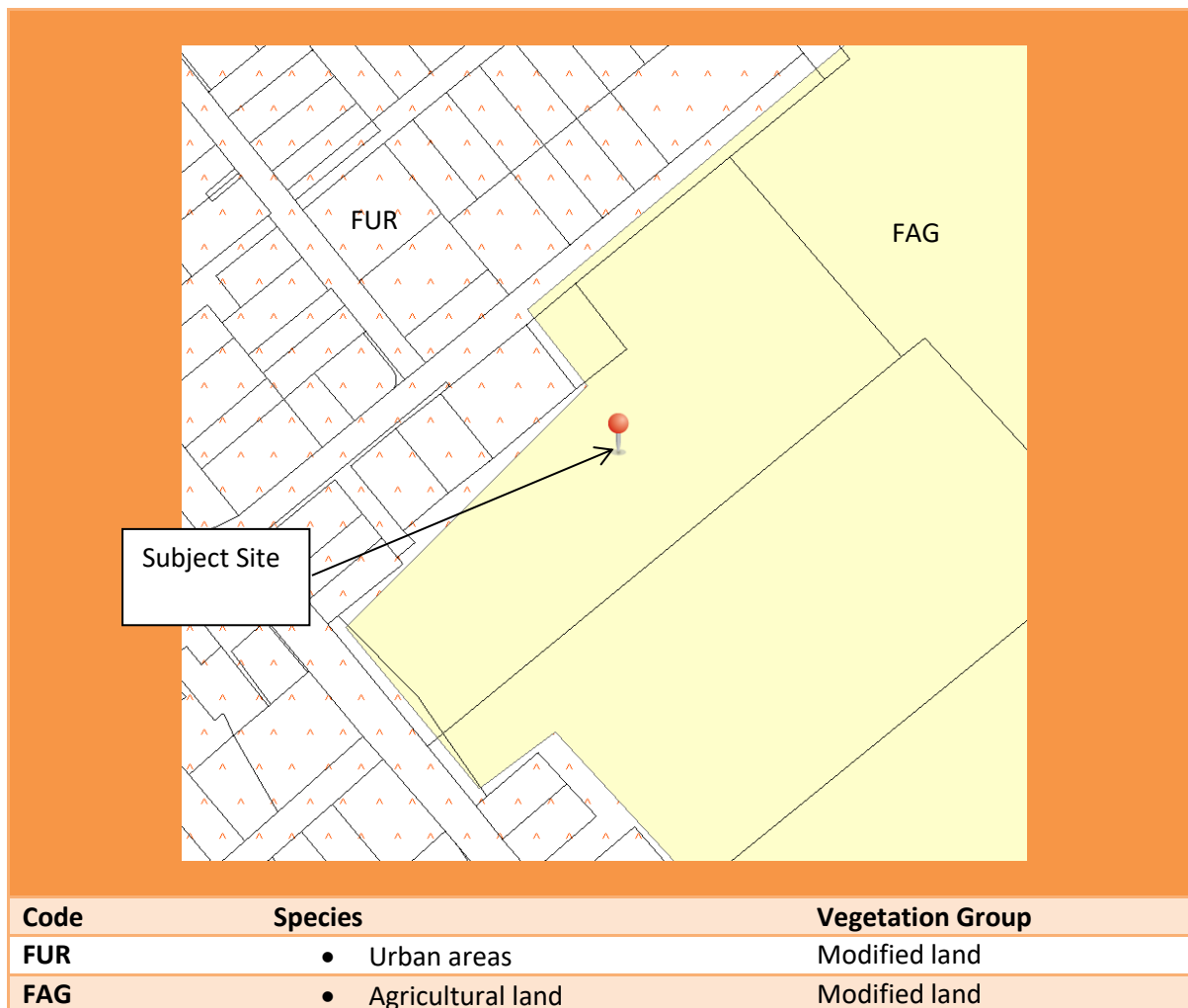
<b>Property Address</b>	24 Union Street, Scottsdale
<b>Certificate of Title</b>	Volume 184127 Folio 2
<b>Owner</b>	Adam Craig Hall and Terese Denise Hall
<b>Existing Use</b>	Vacant
<b>Type of Proposed Work</b>	3 Lot Subdivision
<b>Water Supply</b>	Reticulated TasWater supply available (100mm DN) (Lot 3) from existing fire hydrant in Union Street On-site for fire fighting – Lot 1, Lot 2, and Lot 3 if greater than 120m hose lay of existing fire hydrant
<b>Road Access</b>	Union Street

## 3.0 Bushfire Site Assessment

### 3.1 Vegetation Analysis

#### 3.1.1 TasVeg Classification

Reference to Tasmanian Vegetation Monitoring & Mapping Program (TASVEG) indicates the land in and around the property is generally comprising of varying vegetation types including:





### 3.1.2 Site & Vegetation Photos



Fire Plug – Ringarooma Road (note access not from this road)



Looking to northeast - Lot 1



Looking to southeast - Lot 1



Looking to southwest - Lot 1



Looking to northwest - Lot 1



Fire plug – near cnr Ringarooma Road and Union Street (note access note from this road)



Fire plug – Union Street (adjacent to #17)



Proposed access location – Lots 1 and 2





Existing access (Lot 3)



Looking northeast – Lot 3



Looking southeast – Lot 3



Looking southwest – Lot 3



Looking northwest – Lot 3



Looking further to northeast – Lot 3



Looking northeast – Lot 2



Looking southeast – Lot 2





Looking southwest – Lot 2



Looking northwest – Lot 2



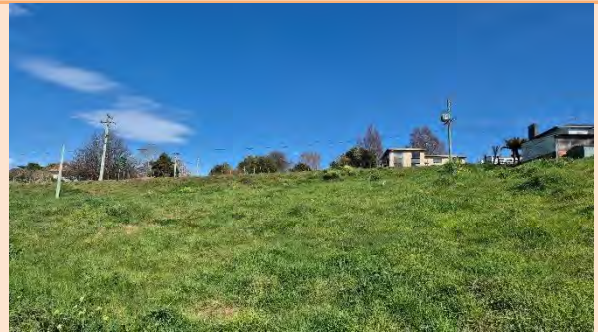
Looking northwest – Lot 1



Looking northeast – Lot 1



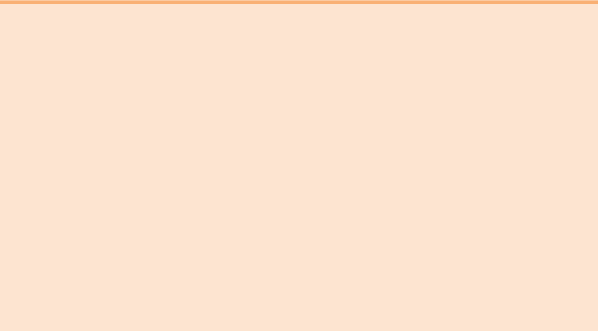
Looking southeast – Lot 1



Looking southwest – Lot 1



Looking from Lot 1 toward alternative access option (CT247250/3)



### 3.2 BAL Assessment – Subdivision

The Acceptable Solution in Clause 13.6.1, C13.0 Bushfire-Prone Areas Code requires all lots within the proposed subdivision to demonstrate that each lot can achieve a Hazard Management Area between the bushfire vegetation and each building on the lot with distances equal to or greater than those specified in Table 2.6 of AS3959-2018 Construction of Buildings in Bushfire Prone Areas for **BAL 19/12.5 (Lots 1-3)**.

#### Lot 1

Vegetation classification AS3959	North <input type="checkbox"/> North-East <input checked="" type="checkbox"/>	South <input type="checkbox"/> South-West <input checked="" type="checkbox"/>	East <input type="checkbox"/> South-East <input checked="" type="checkbox"/>	West <input type="checkbox"/> North-West <input checked="" type="checkbox"/>
Group A	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest
Group B	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland
Group C	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land
Group D	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub
Group E	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga
Group F	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest
Group G	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland
	<input type="checkbox"/> Managed Land	<input checked="" type="checkbox"/> Managed Land	<input type="checkbox"/> Managed Land	<input checked="" type="checkbox"/> Managed Land
Effective slope (degrees)	<input type="checkbox"/> Up/0°	<input checked="" type="checkbox"/> Up/0°	<input type="checkbox"/> Up/0°	<input checked="" type="checkbox"/> Up/0°
	<input type="checkbox"/> >0-5°	<input type="checkbox"/> >0-5°	<input checked="" type="checkbox"/> >0-5°	<input type="checkbox"/> >0-5°
	<input type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°
	<input checked="" type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°
	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°
Likely direction of bushfire attack	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prevailing winds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Distance to classified vegetation	0m to grassland	0m to grassland	0m to grassland	0m to grassland
REQUIRED Distance to classified vegetation for <b>BAL 19</b>	15-<22m	10-<14m / To title boundary	11-<16m	10-<14m / To title boundary
REQUIRED Distance to classified vegetation for <b>BAL 12.5</b>	22-<50m	14-<50m/ To title boundary	16-<50m	14-<50m/ To title boundary

**Lot 2**

Vegetation classification AS3959	North <input type="checkbox"/> North-East <input checked="" type="checkbox"/>	South <input type="checkbox"/> South-West <input checked="" type="checkbox"/>	East <input type="checkbox"/> South-East <input checked="" type="checkbox"/>	West <input type="checkbox"/> North-West <input checked="" type="checkbox"/>
Group A	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest
Group B	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland
Group C	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land
Group D	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub
Group E	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga
Group F	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest
Group G	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland
	<input type="checkbox"/> Managed Land	<input type="checkbox"/> Managed Land	<input type="checkbox"/> Managed Land	<input checked="" type="checkbox"/> Managed Land
Effective slope (degrees)	<input type="checkbox"/> Up/0°	<input checked="" type="checkbox"/> Up/0°	<input type="checkbox"/> Up/0°	<input checked="" type="checkbox"/> Up/0°
	<input type="checkbox"/> >0-5°	<input type="checkbox"/> >0-5°	<input checked="" type="checkbox"/> >0-5°	<input type="checkbox"/> >0-5°
	<input checked="" type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°
	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°
	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°
Likely direction of bushfire attack	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prevailing winds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Distance to classified vegetation	0m to grassland	0m to grassland	0m to grassland	0m to grassland
REQUIRED Distance to classified vegetation for <b>BAL 19</b>	13-<19m	10-<14m	11-<16m	10-<14m / To title boundary
REQUIRED Distance to classified vegetation for <b>BAL 12.5</b>	19-<50m	14-<50m	16-<50m	14-<50m/ To title boundary

**Lot 3**

Vegetation classification AS3959	North <input type="checkbox"/> North-East <input checked="" type="checkbox"/>	South <input type="checkbox"/> South-West <input checked="" type="checkbox"/>	East <input type="checkbox"/> South-East <input checked="" type="checkbox"/>	West <input type="checkbox"/> North-West <input checked="" type="checkbox"/>
<b>Group A</b>	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest	<input type="checkbox"/> Forest
<b>Group B</b>	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland	<input type="checkbox"/> Woodland
<b>Group C</b>	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land	<input type="checkbox"/> Shrub-land
<b>Group D</b>	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub	<input type="checkbox"/> Scrub
<b>Group E</b>	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga	<input type="checkbox"/> Mallee-Mulga
<b>Group F</b>	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest	<input type="checkbox"/> Rainforest
<b>Group G</b>	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland	<input checked="" type="checkbox"/> Grassland
	<input type="checkbox"/> Managed Land	<input type="checkbox"/> Managed Land	<input type="checkbox"/> Managed Land	<input checked="" type="checkbox"/> Managed Land
<b>Effective slope (degrees)</b>	<input type="checkbox"/> Up/0°	<input checked="" type="checkbox"/> Up/0°	<input type="checkbox"/> Up/0°	<input checked="" type="checkbox"/> Up/0°
	<input type="checkbox"/> >0-5°	<input type="checkbox"/> >0-5°	<input checked="" type="checkbox"/> >0-5°	<input type="checkbox"/> >0-5°
	<input checked="" type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°	<input type="checkbox"/> >5-10°
	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°	<input type="checkbox"/> >10-15°
	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°	<input type="checkbox"/> >15-20°
<b>Likely direction of bushfire attack</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Prevailing winds</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Distance to classified vegetation</b>	0m to grassland	0m to grassland	0m to grassland	0m to grassland
<b>REQUIRED Distance to classified vegetation for BAL 19</b>	13-<19m	10-<14m	11-<16m	10-<14m / To title boundary
<b>REQUIRED Distance to classified vegetation for BAL 12.5</b>	19-<50m	14-<50m	16-<50m	14-<50m/ To title boundary

*Note 1 – BAL 12.5: Habitable buildings must be fully constructed to BAL 19 if any façade is within the BAL 19 building area.*

### 3.3 Outbuildings

Not applicable.

### 3.4 Road Access

Roads are to be constructed to provide vehicle access to the site to assist firefighting and emergency personnel to defend the building or evacuate occupants; and provide access at all times to the water supply for firefighting purposes on the building site.

Private access roads are to be maintained from the entrance to the property cross over with the public road through to the buildings on the site.

<b>Lot 1 - (new)</b>	Private access driveways are to be <u>constructed / maintained</u> from the entrance of the property cross over at the public road through to any future habitable building and on-site dedicated firefighting water supply. Private access roads are to be maintained to a standard not less than specified in Table C13.2B (Table 13.2C if greater than 200m)
<b>Lot 2 - (new)</b>	Private access driveways are to be <u>constructed / maintained</u> from the entrance of the property cross over at the public road through to any future habitable building and on-site dedicated firefighting water supply. Private access roads are to be maintained to a standard not less than specified in Table C13.2B.
<b>Lot 3 - (existing/new)</b>	<p>Access is not required for a fire appliance to access a fire fighting water point. Private access roads are to be constructed and maintained to a standard not less than specified in Table C13.2A. (if habitable building less than 120m hose lay of fire hydrant).</p> <p>Private access driveways are to be <u>constructed / maintained</u> from the entrance of the property cross over at the public road through to any future habitable building and on-site dedicated firefighting water supply. Private access roads are to be maintained to a standard not less than specified in Table C13.2B (if habitable building greater than 120m hose lay of fire hydrant, as static water supply required).</p>

**Table C13.2A: Standards for Property Access**

There are no specified design and construction requirements.



**Table C13.2B: Standards for Property Access**

The following design and construction requirements apply to property access length is 30 metres or greater or access for a fire appliance to a fire fighting point:

- (a) All weather construction;
- (b) Load capacity of at least 20 tonnes, including for bridges and culverts;
- (c) Minimum carriageway width of 4 metres;
- (d) Minimum vertical clearance of 4 metres;
- (e) Minimum horizontal clearance of 0.5 metres from the edge of the carriageway;
- (f) Cross falls of less than 3 degrees (1:20 or 5%);
- (g) Dips less than 7 degrees (1:8 or 12.5%) entry and exit angle;
- (h) Curves with a minimum inner radius of 10 metres;
- (i) Maximum gradient of 15 degrees (1:3.5 or 28%) for sealed roads, and 10 degrees (1:5.5 or 18%) for unsealed roads; and
- (j) Terminate with a turning area for fire appliances provided by one of the following:
  - i) A turning circle with a minimum outer radius of 10 metres;
  - ii) A property access encircling the building; or
  - iii) A hammerhead "T" or "Y" turning head 4 metres wide and 8 metres long.

**Table C13.2C: Standards for Property Access**

The following design and construction requirements apply to property access length is 200 metres or greater or access for a fire appliance to a fire fighting point:

- (a) All weather construction;
- (b) Load capacity of at least 20 tonnes, including for bridges and culverts;
- (c) Minimum carriageway width of 4 metres;
- (d) Minimum vertical clearance of 4 metres;
- (e) Minimum horizontal clearance of 0.5 metres from the edge of the carriageway;
- (f) Cross falls of less than 3 degrees (1:20 or 5%);
- (g) Dips less than 7 degrees (1:8 or 12.5%) entry and exit angle;
- (h) Curves with a minimum inner radius of 10 metres;
- (i) Maximum gradient of 15 degrees (1:3.5 or 28%) for sealed roads, and 10 degrees (1:5.5 or 18%) for unsealed roads; and
- (j) Terminate with a turning area for fire appliances provided by one of the following:
  - i) A turning circle with a minimum outer radius of 10 metres;
  - ii) A property access encircling the building; or
  - iii) A hammerhead "T" or "Y" turning head 4 metres wide and 8 metres long.
- (k) Passing bays of 2m additional carriageway width and 20m length provided every 200m.

### 3.5 Water Supply

A building that is constructed in a designated bushfire prone area must provide access at all times to a sufficient supply of water for firefighting purposes on the building site.

The exterior elements of a Habitable building in a designated Bushfire prone area must be within reach of a 120m long hose (lay) connected to –

- (i) A fire hydrant with a minimum flow rate of 600L per minute and pressure of 200kpa; or
- (ii) A stored water supply in a water tank, swimming pool, dam or lake available for firefighting at all times which has the capacity of at least 10,000L for each separate building.

<b>Lot 1 and Lot 2 – Static Water Supply (new)</b>	<p>On-site water supply is required for any new habitable building.</p> <p>A water tank of at least 10,000 litres per building area to be protected and above ground pipes and fittings used for a stored water supply must be of non-rusting, non-combustible, non-heat-deforming materials and must be situated more than 6m from a building area to be protected.</p>
<b>Lot 3 – Reticulated Water Supply (existing)</b>	<p>Building areas are compliant with Table C13.4, being within 120m of an existing hydrants.</p> <p><b>Should a future habitable building be greater than 120m hose lay of a fire hydrant, static water supply in accordance with Table C13.5 required.</b></p>

**Table C13.5: Static Water Supply for Fire Fighting**

Column 1		Column 2
Element		Requirement
<b>A.</b>	Distance between building area to be protected and water supply	<p>The following requirements apply:</p> <ul style="list-style-type: none"> <li>(a) The building area to be protected must be located within 90 metres of the fire fighting water point of a static water supply; and</li> <li>(b) The distance must be measured as a hose lay, between the fire fighting water point and the furthest part of the building area.</li> </ul>
<b>B.</b>	Static Water Supplies	<p>A static water supply:</p> <ul style="list-style-type: none"> <li>(a) May have a remotely located offtake connected to the static water supply;</li> <li>(b) May be a supply for combined use (fire fighting and other uses) but the specified minimum quantity of fire fighting water must be available at all times;</li> <li>(c) Must be a minimum of 10,000 litres per building area to be protected. This volume of water must</li> </ul>

		<p>not be used for any other purpose including fire fighting sprinkler or spray systems;</p> <p>(d) Must be metal, concrete or lagged by non-combustible materials if above ground; and</p> <p>(e) If a tank can be located so it is shielded in all directions in compliance with Section 3.5 of AS 3959-2018 the tank may be constructed of any material provided that the lowest 400mm of the tank exterior is protected by:</p> <p>(i) Metal;</p> <p>(ii) Non-combustible material; or</p> <p>(iii) Fibre-cement a minimum 6mm thickness.</p>
<b>C.</b>	Fittings, pipework and accessories (including stands and tank supports)	<p>Fittings and pipework associated with a fire fighting water point for a static water supply must:</p> <p>(a) Have a minimum nominal internal diameter of 50mm;</p> <p>(b) Be fitted with a valve with a minimum nominal diameter of 50mm;</p> <p>(c) Be metal or lagged by non-combustible materials if above ground;</p> <p>(d) if buried, have a minimum depth of 300mm;</p> <p>(e) Provide a DIN or NEN standard forged Storz 65mm coupling fitted with a suction washer for connection to fire fighting equipment;</p> <p>(f) Ensure the coupling is accessible and available for connection at all times;</p> <p>(g) Ensure the coupling is fitted with a blank cap and securing chain (minimum 220mm length);</p> <p>(h) Ensure underground tanks have either an opening at the top of not less than 250mm diameter or a coupling compliant with this Table; and</p> <p>(i) If a remote offtake is installed, ensure the offtake is in a position that is:</p> <p>(i) Visible;</p> <p>(ii) Accessible to allow connection by fire fighting equipment;</p> <p>(iii) At a working height of 450-600mm above ground level; and</p> <p>(iv) Protected from possible damage, including damage from vehicles.</p>
<b>D.</b>	Signage for static water connections	<p>The fire fighting water point for a static water supply must be identified by a sign permanently fixed to the exterior of the assembly in a visible location. The sign must comply with:</p> <p>(a) water tank signage requirements within AS 2304-2011 Water storage tanks for fire protection systems; or</p> <p>(b) <i>Water Supply Signage Guideline</i>, version 1.0, Tasmanian Fire Service, February 2017.</p>
<b>E.</b>	Hardstand	A hardstand area for fire appliances must be provided:



- (1) No more than 3m from the fire fighting water point, measured as a hose lay (including the minimum water level in dams, swimming pools and the like);
- (2) No closer than 6m from the building area to be protected;
- (3) a minimum width of 3m constructed to the same standard as the carriageway; and
- (4) Connected to the property access by a carriageway equivalent to the standard of the property access.

#### 4.0 Bushfire-Prone Areas Code Assessment Criteria

Assessment has been completed below to demonstrate the BAL and BHMP have been developed in compliance with the Acceptable Solutions and/or the Performance Criteria as specified in the Bushfire-Prone Areas Code.

**C13.4 – Exemptions** – Not applicable.

#### C13.6 Development Standards for Subdivision

C13.6.1 Provision of hazard management areas		
		Comments
<input checked="" type="checkbox"/> A1	(a) & (b)	Specified distances for Hazard Management Areas for BAL 19/12.5 (Lot 1 and Lot 2 and Lot 3) as specified on the plan are in accordance with AS3959. The proposal complies.
<input type="checkbox"/> P1		
C13.6.2 Public and fire fighting access		
		Comments
<input type="checkbox"/> A1	(a)	Not applicable.
<input checked="" type="checkbox"/> A1	(b)	<p>The private driveway to Lot 1 and Lot 2 will be constructed/maintained in accordance with Table C13.2B (C13.2C – Lot 1 is greater than 200m) at the time of future habitable building. Access is required to on-site dedicated firefighting water supply.</p> <p>The private driveway to Lot 3 will be constructed and maintained in accordance with Table C13.2A at the time of future habitable building (if within 120m hose lay of existing fire hydrant). Access is not required to on-site dedicated firefighting water supply.</p> <p>If habitable building on Lot 3 greater than 120m hose lay of existing fire hydrant, static water supply required, and the private driveway to Lot 3 will be constructed/maintained in accordance with Table C13.2B at the time of future habitable building. Access is required to on-site dedicated firefighting water supply.</p>
<input type="checkbox"/> P1		
<input checked="" type="checkbox"/> A2		Not applicable.

<input type="checkbox"/> P2	No PC	
<b>C13.6.3 Provision of water supply for fire fighting purposes</b>		
		Comments
<input checked="" type="checkbox"/> A1	(a) (b)	Not applicable Lot 3 indicative habitable building is located within 120m hose lay of existing fire plugs in the existing roads. The acceptable solution is achieved.
<input type="checkbox"/> P1	No PC	
<input checked="" type="checkbox"/> A2	(a) (b)	Not applicable. Any new habitable building on Lot 1 and Lot 2, at building application stage consideration with a stored water supply in a water supply tank at least 10,000 litres per building area to be protected, with a fitting suitable for TFS access in accordance with Table C13.5.  Any new habitable building on Lot 3, at building application stage consideration with a stored water supply in a water supply tank at least 10,000 litres per building area to be protected, with a fitting suitable for TFS access in accordance with Table C13.5 (if greater than 120m hose lay of existing fire hydrant).
<input type="checkbox"/> A2	(c)	Not applicable.
<input type="checkbox"/> P2	No PC	

## 5.0 Layout Options

Not relevant to this proposal.

## 6.0 Other Planning Provisions

Not relevant to this proposal.

## 7.0 Conclusions and Recommendations

Mitigation from bushfire is dependent on the careful management of the site by maintaining reduced fuel loads within the hazard management areas and within the site generally and to provide sources of water supply dedicated for firefighting purposes and the construction and maintenance of a safe egress route.

**The site has been assessed as demonstrating a building area that have the dimensions equal to or greater than the separation distance required for BAL 19/12.5 (Lot 1 and Lot 2 and Lot 3) in Table 2.6 of AS 3959 – 2018 Construction of Buildings in Bushfire Prone Areas.**

### Access

The private driveway to Lot 1 and Lot 2 will be constructed in accordance with Table C13.2B at the time of future habitable building.

The private driveway to Lot 1 will be constructed in accordance with Table C13.2C at the time of future habitable building (if greater than 200m).

The private driveway to Lot 3 will be constructed and then maintained into perpetuity in accordance with Table C13.2A at the time of future habitable building (if less than 120m to existing fire hydrant).

The private driveway to Lot 3 will be constructed in accordance with Table C13.2B at the time of future habitable building (if greater than 120m to existing fire hydrant).

### Water Supplies

Any new habitable building on Lot 1 and Lot 2 at building application stage consideration with a stored water supply in a water supply tank at least 10,000 litres per building area to be protected, with a fitting suitable for TFS access in accordance with Table C13.5.

Water supply complies with Table C13.4 – Lot 3.

Any new habitable building on Lot 3 at building application stage greater than 120m hose lay of existing fire hydrant consideration with a stored water supply in a water supply tank at least 10,000 litres per building area to be protected, with a fitting suitable for TFS access in accordance with Table C13.5.

### Fuel Managed Areas

Hazard Management Areas as detailed within the plan shall be constructed and maintained as detailed in Schedule 2. For Lot 1 and Lot 2 and Lot 3, Hazard Management Area to be established and maintained prior to the construction of any habitable building on the lot and managed into perpetuity.

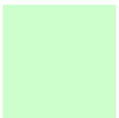
## **Schedule 2 – Bushfire Hazard Management Plan**



FIRE HYDRANT



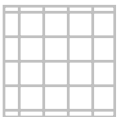
INDICATIVE 20m X 15m BUILDING AREA



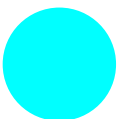
BAL 12.5 BUILDABLE AREA



BAL 19 BUILDABLE AREA



HAZARD MANAGEMENT BAL 12.5



PROPOSED 10,000L METAL FIRE FIGHTING WATER TANK (SUGGESTED LOCATION)

NOTES

- PROPERTY ACCESS & ROAD REQUIREMENTS TO BE IN ACCORDANCE WITH TABLE C13.2A/C13.2B/C13.2C - REFER TO SECTION 3.4 OF BUSHFIRE HAZARD ASSESSMENT REPORT
- FIREFIGHTING WATER SUPPLY TO BE IN ACCORDANCE WITH TABLE C13.4/C13.5 - REFER TO SECTION 3.5 OF BUSHFIRE HAZARD ASSESSMENT REPORT
- HAZARD MANAGEMENT AREA TO BE MAINTAINED IN A MINIMUM FUEL CONDITION - REFER TO SECTION 3.2 OF BUSHFIRE HAZARD ASSESSMENT REPORT
- HABITABLE BUILDINGS MUST BE FULLY CONSTRUCTED TO BAL-19 IF ANY FACADE IS WITHIN THE BAL-19 BUILDING AREA
- THIS BHMP MUST BE READ IN CONJUNCTION WITH BUSHFIRE HAZARD ASSESSMENT REPORT REF: RGA-B2981, R.GREEN, 2 OCTOBER 2025
- THIS BHMP HAS BEEN PREPARED TO SATISFY THE REQUIREMENTS OF C13.0 BUSHFIRE - PRONE AREAS CODE OF TASMANIAN PLANNING SCHEME - DORSET (EFFECTIVE 18 JANUARY 2023)



**BUSHFIRE HAZARD MANAGEMENT PLAN**  
BUSHFIRE ATTACK LEVEL (BAL) - 12.5/19  
3 LOT SUBDIVISION

24 UNION STREET, SCOTTSDALE  
VOLUME 184127 FOLIO 2  
PROPERTY ID 9431833

DATE: 2 OCTOBER 2025  
VERSION: 1  
DRAWN: REBECCA GREEN  
PHONE: 0409 284 422  
EMAIL: ADMIN@RGASSOCIATES.COM.AU  
BFP - 116, SCOPE - 1, 2, 3A, 3B, 3C

*Rebecca Green*

**Rebecca Green  
& Associates**



**Form 55**



# CERTIFICATE OF QUALIFIED PERSON – ASSESSABLE ITEM

## Section 321

# Form 55

To:  Owner /Agent  
 Address  
  Suburb/postcode

### Qualified person details:

Qualified person:   
 Address:  Phone No:   
  Fax No:   
 Licence No:  Email address:

Qualifications and Insurance details:

Accredited to report on bushfire hazards under Part IVA of the *Fire Services Act 1979*

*(description from Column 3 of the Director's Determination - Certificates by Qualified Persons for Assessable Items)*

Speciality area of expertise:

Analysis of hazards in bushfire prone areas

*(description from Column 4 of the Director's Determination - Certificates by Qualified Persons for Assessable Items)*

### Details of work:

Address:  Lot No:   
  Certificate of title No:   
 The assessable item related to this certificate:   
*(description of the assessable item being certified)*  
 Assessable item includes –  
 - a material;  
 - a design  
 - a form of construction  
 - a document  
 - testing of a component, building system or plumbing system  
 - an inspection, or assessment, performed

### Certificate details:

Certificate type:  *(description from Column 1 of Schedule 1 of the Director's Determination - Certificates by Qualified Persons for Assessable Items n)*

This certificate is in relation to the above assessable item, at any stage, as part of - (tick one)

building work, plumbing work or plumbing installation or demolition work:



or

a building, temporary structure or plumbing installation:



In issuing this certificate the following matters are relevant –

Documents:	Bushfire Hazard Assessment Report & Bushfire Hazard Management Plan (Rebecca Green & Associates, 2 October 2025, Version 1, Job No. RGA-B2981)
Relevant	N/A
References:	<i>Tasmanian Planning Scheme – Dorset, Bushfire-Prone Areas Code</i> <i>Australian Standard 3959-2018</i>

*Substance of Certificate: (what it is that is being certified)*

1. Assessment of the site Bushfire Attack Level (to Australian Standard 3959-2018)
2. Bushfire Hazard Management Plan showing BAL-19/12.5 (Lot 1, Lot 2 and Lot 3) solutions.

*Scope and/or Limitations*

**Scope**

This report and certification was commissioned to identify the Bushfire Attack Level for the existing property. All comment, advice and fire suppression measures are in relation to compliance with *Tasmanian Planning Scheme – Dorset, Bushfire-Prone Areas Code C13.0*, the *Building Act 2016 & Regulations 2016*, *National Construction Code* and *Australian Standard 3959-2018, Construction of buildings in bushfire-prone areas*.

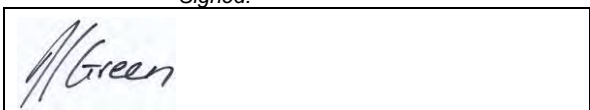
**Limitations**

The assessment has been undertaken and report provided on the understanding that:-

1. The report only deals with the potential bushfire risk all other statutory assessments are outside the scope of this certificate.
2. The report only identifies the size, volume and status of vegetation at the time the inspection was undertaken and cannot be relied upon for any future development.
3. Impacts of future development and vegetation growth have not been considered.
4. No assurance is given or inferred for the health, safety or amenity of the general public, individuals or occupants in the event of a Bushfire.
5. No warranty is offered or inferred for any buildings constructed on the property in the event of a Bushfire.

**No action or reliance is to be placed on this certificate or report; other than for which it was commissioned.**

**I certify the matters described in this certificate.**

	Signed:	Certificate No:	Date:
Qualified person:		RG-206/2025	2 October 2025

## **Attachment 1 – Certificate of Compliance to the Bushfire-prone Area Code**

## BUSHFIRE-PRONE AREAS CODE

### CERTIFICATE<sup>1</sup> UNDER S51(2)(d) *LAND USE PLANNING AND APPROVALS ACT 1993*

#### 1. Land to which certificate applies

The subject site includes property that is proposed for use and development and includes all properties upon which works are proposed for bushfire protection purposes.

**Street address:**

24 Union Street, Scottsdale TAS 7260

**Certificate of Title / PID:**

F.R. 184127/2, PID9431833

#### 2. Proposed Use or Development

**Description of proposed Use and Development:**

3 Lot Subdivision

**Applicable Planning Scheme:**

Tasmanian Planning Scheme – Dorset

#### 3. Documents relied upon

This certificate relates to the following documents:

Title	Author	Date	Version
Plan of Subdivision Ref: 123-51 (8871-01)	Cohen & Associates Land and Aerial Surveyors	4 Sep 2025	1
Bushfire Hazard Assessment Report	Rebecca Green	2 October 2025	1
Bushfire Hazard Management Plan	Rebecca Green	2 October 2025	1

<sup>1</sup> This document is the approved form of certification for this purpose and must not be altered from its original form.

#### 4. Nature of Certificate

The following requirements are applicable to the proposed use and development:

<input type="checkbox"/>	<b>E1.4 / C13.4 – Use or development exempt from this Code</b>	
	<b>Compliance test</b>	<b>Compliance Requirement</b>
<input type="checkbox"/>	E1.4(a) / C13.4.1(a)	Insufficient increase in risk

<input type="checkbox"/>	<b>E1.5.1 / C13.5.1 – Vulnerable Uses</b>	
	<b>Acceptable Solution</b>	<b>Compliance Requirement</b>
<input type="checkbox"/>	E1.5.1 P1 / C13.5.1 P1	<b><i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i></b>
<input type="checkbox"/>	E1.5.1 A2 / C13.5.1 A2	Emergency management strategy
<input type="checkbox"/>	E1.5.1 A3 / C13.5.1 A2	Bushfire hazard management plan

<input type="checkbox"/>	<b>E1.5.2 / C13.5.2 – Hazardous Uses</b>	
	<b>Acceptable Solution</b>	<b>Compliance Requirement</b>
<input type="checkbox"/>	E1.5.2 P1 / C13.5.2 P1	<b><i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i></b>
<input type="checkbox"/>	E1.5.2 A2 / C13.5.2 A2	Emergency management strategy
<input type="checkbox"/>	E1.5.2 A3 / C13.5.2 A3	Bushfire hazard management plan

<input checked="" type="checkbox"/>	<b>E1.6.1 / C13.6.1 Subdivision: Provision of hazard management areas</b>	
	<b>Acceptable Solution</b>	<b>Compliance Requirement</b>
<input type="checkbox"/>	E1.6.1 P1 / C13.6.1 P1	<b><i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i></b>
<input type="checkbox"/>	E1.6.1 A1 (a) / C13.6.1 A1(a)	Insufficient increase in risk
<input checked="" type="checkbox"/>	E1.6.1 A1 (b) / C13.6.1 A1(b)	Provides BAL-19 for all lots (including any lot designated as 'balance')  <i>Refer to Bushfire Hazard Assessment Report &amp; Bushfire Hazard Management Plan, prepared by Rebecca Green &amp; Associates, 2 October 2025</i>

		<i>demonstrating BAL 19/12.5 for Lot 1, Lot 2 and Lot 3.</i>
<input type="checkbox"/>	E1.6.1 A1(c) / C13.6.1 A1(c)	Consent for Part 5 Agreement

<input checked="" type="checkbox"/>	<b>E1.6.2 / C13.6.2 Subdivision: Public and fire fighting access</b>	
	<b>Acceptable Solution</b>	<b>Compliance Requirement</b>
<input type="checkbox"/>	E1.6.2 P1 / C13.6.2 P1	<b><i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i></b>
<input type="checkbox"/>	E1.6.2 A1 (a) / C13.6.2 A1 (a)	Insufficient increase in risk
<input checked="" type="checkbox"/>	E1.6.2 A1 (b) / C13.6.2 A1 (b)	Access complies with relevant Tables <i>Refer to Bushfire Hazard Assessment Report &amp; Bushfire Hazard Management 2 October 2025.</i>

<input checked="" type="checkbox"/>	<b>E1.6.3 / C13.1.6.3 Subdivision: Provision of water supply for fire fighting purposes</b>	
	<b>Acceptable Solution</b>	<b>Compliance Requirement</b>
<input type="checkbox"/>	E1.6.3 A1 (a) / C13.6.3 A1 (a)	Insufficient increase in risk
<input checked="" type="checkbox"/>	E1.6.3 A1 (b) / C13.6.3 A1 (b)	Reticulated water supply complies with relevant Table <i>Refer to Bushfire Hazard Assessment Report &amp; Bushfire Hazard Management Plan, prepared by Rebecca Green &amp; Associates, 2 October 2025 (Lot 3, if future habitable building &lt;120m hose lay of existing fire plug in Union Street).</i>
<input type="checkbox"/>	E1.6.3 A1 (c) / C13.6.3 A1 (c)	Water supply consistent with the objective
<input type="checkbox"/>	E1.6.3 A2 (a) / C13.6.3 A2 (a)	Insufficient increase in risk
<input checked="" type="checkbox"/>	E1.6.3 A2 (b) / C13.6.3 A2 (b)	Static water supply complies with relevant Table <i>Refer to Bushfire Hazard Assessment Report &amp; Bushfire Hazard Management Plan, prepared by Rebecca Green &amp; Associates, 2 October 2025 (Lots 1 and 2, and Lot 3 is future habitable building &gt;120m hose lay of existing fire plug in Union Street).</i>
<input type="checkbox"/>	E1.6.3 A2 (c) / C13.6.3 A2 (c)	Static water supply consistent with the objective

## 5. Bushfire Hazard Practitioner

Name: Rebecca Green

Phone No: 0409 284 422

Postal Address: PO Box 2108  
Launceston, Tas 7250

Email Address: admin@rgassociates.com.au

Accreditation No: BFP – 116

Scope: 1, 2, 3A, 3B, 3C

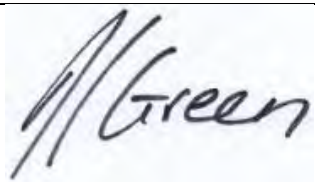
## 6. Certification

I certify that in accordance with the authority given under Part 4A of the *Fire Service Act* 1979 that the proposed use and development:

☐ Is exempt from the requirement Bushfire-Prone Areas Code because, having regard to the objective of all applicable standards in the Code, there is considered to be an insufficient increase in risk to the use or development from bushfire to warrant any specific bushfire protection measures, or

☒ The Bushfire Hazard Management Plan/s identified in Section 3 of this certificate is/are in accordance with the Chief Officer's requirements and compliant with the relevant **Acceptable Solutions** identified in Section 4 of this Certificate.

Signed:  
certifier



Name: Rebecca Green

Date: 2 October 2025

Certificate Number: RGA-062/2025

(for Practitioner Use only)



## **Attachment 2 – AS3959-2018 Construction Requirements**



# BAL Assessments

Revised for 2018 edition

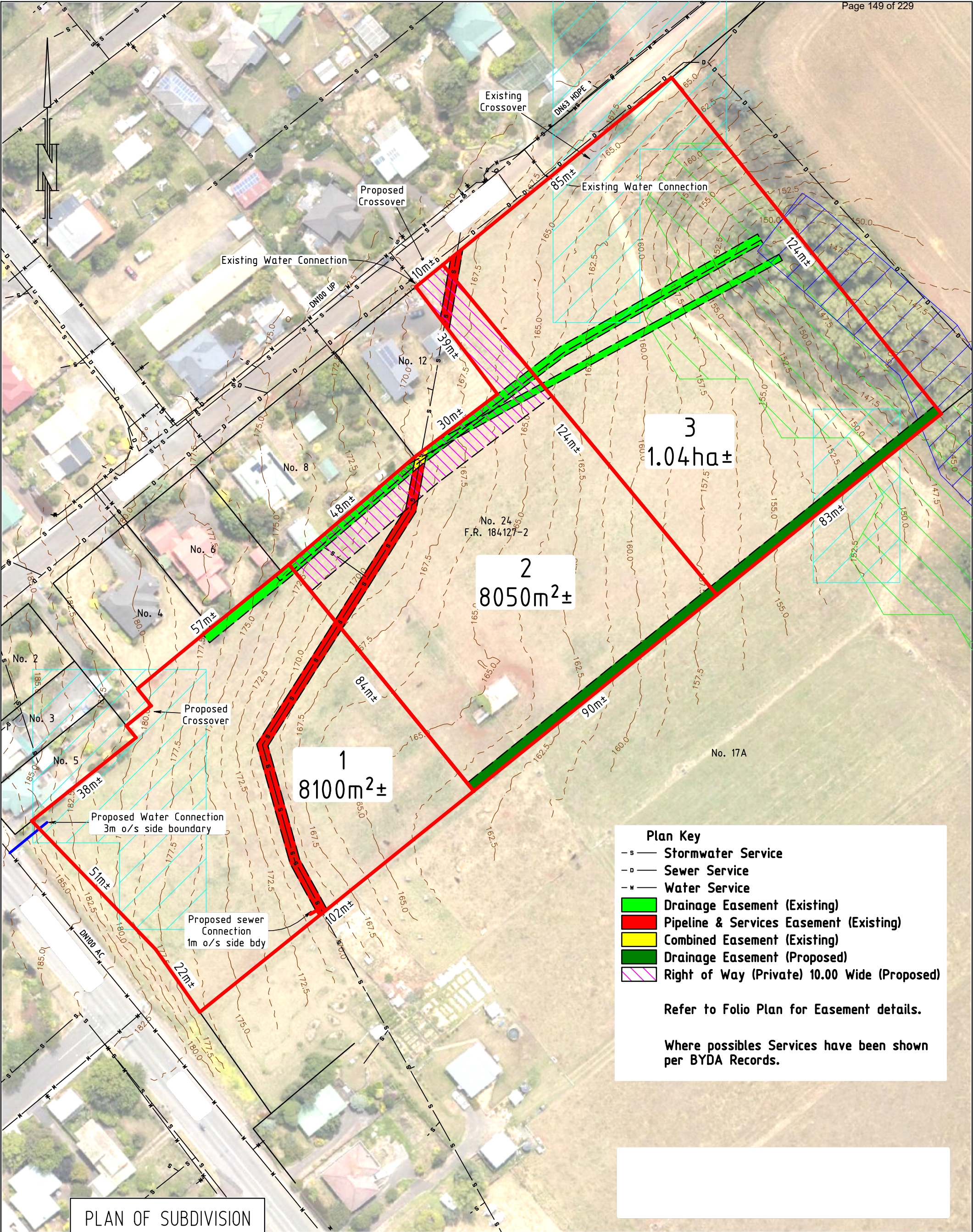
	BAL—LOW	BAL-12.5	BAL-19	BAL-29	BAL-40	BAL –FZ (FLAMEZONE)
SUBFLOOR SUPPORTS	No special construction requirements	No special construction requirements	Enclosure by external wall or by steel, bronze or aluminium mesh	Enclosure by external wall or by steel, bronze of aluminium mesh. Non-combustible or naturally fire resistant timber supports where the subfloor is unenclosed	If enclosed by external wall refer below “External Walls” section in table or non-combustible sub-floor supports, or tested for bushfire resistance to AS1530.8.1	Enclosure by external wall or non-combustible with an FRL of 30/-/- or to be tested for bushfire resistance to AS1530.8.2
FLOORS	No special construction requirements	No special construction requirements	Concrete slab on ground or enclosure by external wall, metal mesh as above or flooring less than 400mm above ground level to be non-combustible, naturally fire resistant timber or protected on the underside with sarking or mineral wool insulation	Concrete slab on ground or enclosure by external wall, metal mesh as above or flooring less than 400mm above ground level to be non-combustible, naturally fire resistant timber or protected on the underside with sarking or mineral wool insulation	Concrete slab on ground or enclosure by external wall or protection of underside with a non-combustible material such as fibre cement sheet or be non-combustible or to be tested for bushfire resistance to AS1530.8.1	Concrete slab on ground or enclosure by external wall or an FRL of 30/30/30 or protection of underside 30 minute incipient spread of fire system or to be tested for bushfire resistance to AS1530.8.2
EXTERNAL WALLS	No special construction requirements	As for BAL-19	Parts less than 400mm above ground or decks etc to be of non-combustible material, 6mm fibre cement clad or bushfire resistant/ naturally fire resistant timber	Non-combustible material (masonry, brick veneer, mud brick, aerated concrete, concrete) or timber framed, or steel framed walls sarked on the outside and clad with 6mm fibre cement sheeting or steel sheeting or bushfire resistant timber	Non-combustible material (masonry, brick veneer, mud brick, aerated concrete, concrete) or timber framed, or steel framed walls sarked on the outside and clad with 9mm fibre cement sheeting or steel or to be tested for bushfire resistance to AS1530.8.1	Non-combustible material (masonry, brick veneer, mud brick, aerated concrete, concrete) with a minimum thickness of 90mm or a FRL of -/30/30 when tested from outside or to be tested for bushfire resistance to AS1530.8.2
EXTERNAL WINDOWS	No special construction requirements	4mm grade A Safety Glass of glass blocks within 400m of ground, deck etc with Openable portion metal screened with frame of metal or metal reinforced PVC-U or bushfire resisting timber	5mm toughened glass or glass bricks within 400mm of the ground, deck etc with openable portion metal screened with frame of metal or metal reinforced PVC-U or bushfire resisting timber. Above 400mm annealed glass can be used with all glass screened	5mm toughened glass with openable portion screened and frame of metal or metal reinforced PVC-U, or bushfire resistant timber and portion within 400mm of ground, deck, screen etc screened	6mm toughened glass. Fixed and openable portion screened with steel or bronze mesh	Protected by bushfire shutter or FRL of -/30/- and openable portion screened with steel or bronze mesh or be tested for bushfire resistance to AS1530.8.2
EXTERNAL DOORS	No special construction requirements	As for BAL-19 except that door framing can be naturally fire resistant (high density) timber	Screened with steel, bronze or aluminium mesh or glazed with 5mm toughened glass, non-combustible or 35mm solid timber for 400mm above threshold, metal or bushfire resistant timber framed for 400mm above ground, decking etc. tight-fitting with weather strips at base	Screened with steel, bronze or aluminium mesh or non-combustible, or 35mm solid timber for 400mm above threshold. Metal or bushfire resistant timber framed tight-fitting with weather strips at base	Non-combustible or 35mm solid timber, screened with steel or bronze mesh, metal framed, tight-fitting with weather strips at base	Protected by bushfire shutter or tight-fitting with weather strips at base and a FRL of -/30/-
ROOFS	No special construction requirements	As for BAL-19 (including roof to be fully sarked)	Non-combustible covering, roof/wall junctions sealed. Openings fitted with non-combustible ember guards. Roof to be fully sarked.	Non-combustible covering. Roof/wall junction sealed. Openings fitted with non-combustible ember guards. Roof to be fully sarked	Non-combustible covering. Roof/wall junction sealed. Openings fitted with non-combustible ember guards. Roof to be fully sarked and no roof mounted evaporative coolers	Roof with FRL of 30/30/30 or tested for bushfire resistance to AS1530.8.2. Roof/wall junction sealed. Openings fitted with non-combustible ember guards. No roof mounted evaporative coolers
VERANDAS DECKS ETC.	No special construction requirements	As for BAL-19	Enclosed sub floor space—no special requirements for materials except within 400mm of ground. No special requirements for supports or framing. Decking to be non-combustible or bushfire resistant within 300mm horizontally and 400mm vertically from a glazed element	Enclosed sub floor space or non-combustible or bushfire resistant timber supports. Decking to be non-combustible or bushfire resistant timbers	Enclosed sub-floor space or non-combustible supports. Decking to be non-combustible	Enclosed sub floor space or non-combustible supports. Decking to have no gaps and be non-combustible

Please note: The information in the table is a summary of the construction requirements in the AS3959-2018 standard and is not intended as a design or construction guide. You should consult the standard for the full technical details.

## **Attachment 3 – Proposal Plan**

**Cohen & Associates**  
**Land & Aerial Surveyors**





**Plan Key**

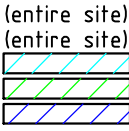
- s - Stormwater Service
- d - Sewer Service
- w - Water Service
- Green box: Drainage Easement (Existing)
- Red box: Pipeline & Services Easement (Existing)
- Yellow box: Combined Easement (Existing)
- Dark Green box: Drainage Easement (Proposed)
- Pink hatched box: Right of Way (Private) 10.00 Wide (Proposed)

Refer to Folio Plan for Easement details.

Where possible Services have been shown per BYDA Records.

1 OF 1	
PLAN OF SUBDIVISION 24 UNION STREET SCOTTSDALE	
REV 1	
REF 123-51 (8871-01)	4 Sep 2025
SCALE 1 : 1,000 @ A3	DRAWN ARFAIRFIELD

OWNER A.C. HALL & T.D. HALL  
TITLE REFERENCE(S): 184127/2  
ZONE Rural Living - Rural Living Zone A  
OVERLAYS Airport obstacle limitation area (1467.84m)  
Bushfire-prone Areas Code  
Landslip Hazard Code (Low Hazard Band)  
Priority vegetation area  
Waterway and coastal protection area



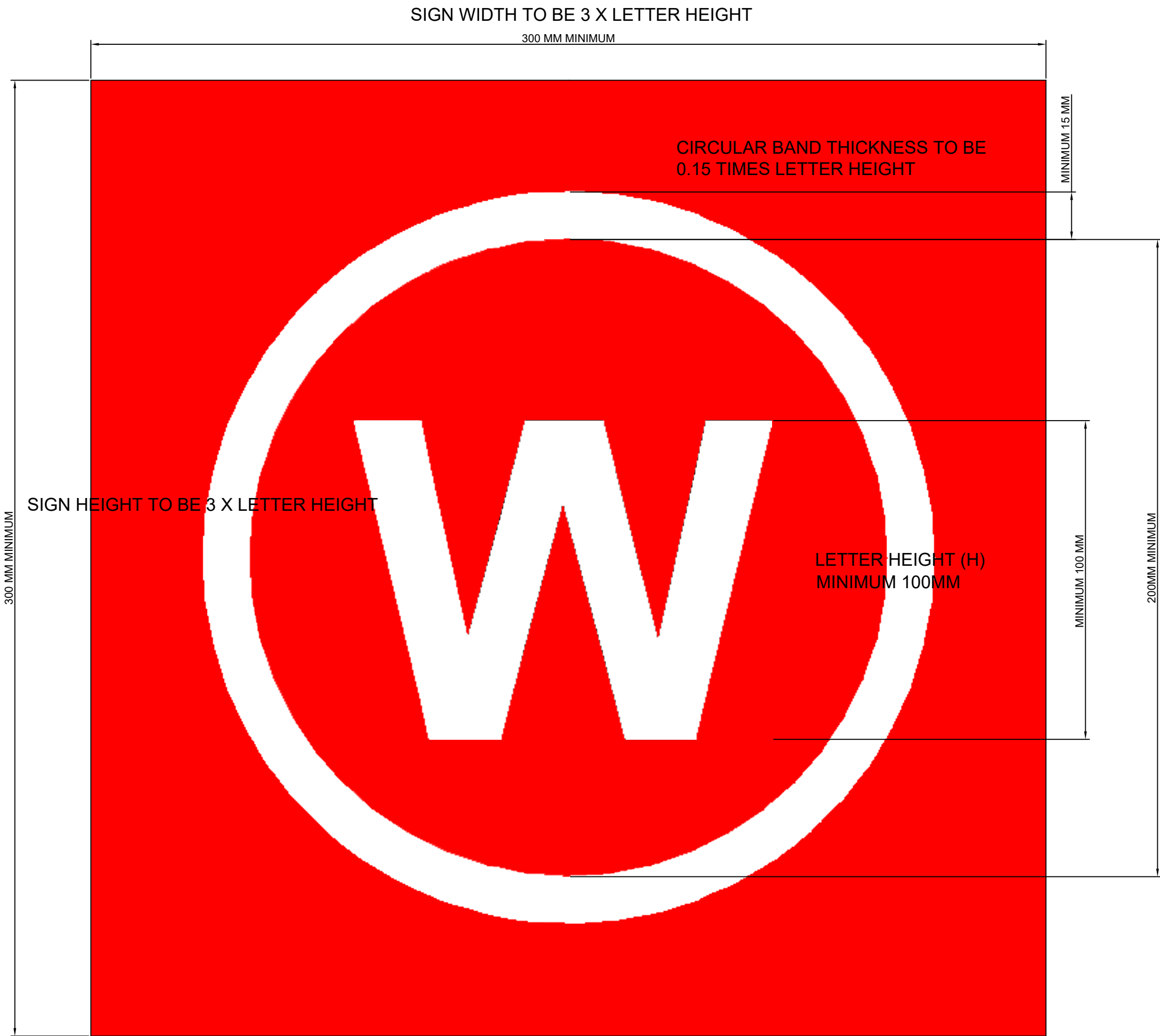
**COHEN & ASSOCIATES**  
LAND & AERIAL SURVEYORS  
103 CAMERON STREET  
PO BOX 990, LAUNCESTON, TAS, 7250  
admin@surveyingtas.com.au  
(03) 6331 4633  
www.surveyingtas.com.au

THIS IS AN INDICATIVE SUBDIVISION DESIGN PREPARED TO ACCOMPANY A DEVELOPMENT APPLICATION AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. INFORMATION SHOWN MAY BE TRANSCRIBED FROM OTHER SOURCES OF UNVERIFIED ACCURACY. THE DIMENSIONS, AREA, LOCATION OF IMPROVEMENTS, AND NUMBER OF LOTS ARE APPROXIMATE AND MAY VARY DUE TO DECISIONS BY THE MUNICIPALITY, TASMANIAN CIVIL & ADMINISTRATIVE TRIBUNAL, ENGINEERING, OR OTHER ADVICE. IN PARTICULAR NO RELIANCE SHOULD BE PLACED ON THE INFORMATION ON THIS PLAN FOR ANY FINANCIAL DEALINGS. THIS PLAN IS NOT TO BE COPIED UNLESS THIS NOTE IS INCLUDED.



## **Attachment 4 – Tasmania Fire Service Water Supply Signage Guideline**

# 10,000 LITRE DOMESTIC FIREFIGHTING STATIC WATER INDICATOR SIGN



LETTERING TO BE UPPERCASE AND NOT LESS THAN 100MM IN HEIGHT

INSIDE DIAMETER OF CIRCULAR BAND TO BE 2 TIMES LETTER HEIGHT

SIGN SIZE DIMENSIONS  
3 X LETTER HEIGHT HIGH AND 3 X LETTER HEIGHT WIDE.

THICKNESS OF CIRCULAR BAND TO BE 0.15 TIMES LETTER HEIGHT

TEXT STYLE TO BE IN ACCORDANCE WTH AS1744.2015, SERIES F

SIGN TO BE IN FADE RESISTING MATERIAL WITH WHITE REFLECTIVE LETTERING AND CIRCLE ON A RED BACKGROUND

RED TO BE R-13 SIGNAL RED COLOUR CODE 1795U

WHITE SUBSTRATE COLOUR TO BE PMS 186C

SIGN TO BE CONSTRUCTED FROM UV STABILIZED, NON FLAMMABLE AND NON HEAT DEFORMING MATERIAL

SIGN TO BE PERMANENTLY FIXED

CIRCLE INNER DIAMETER  
2 X LETTER HEIGHT



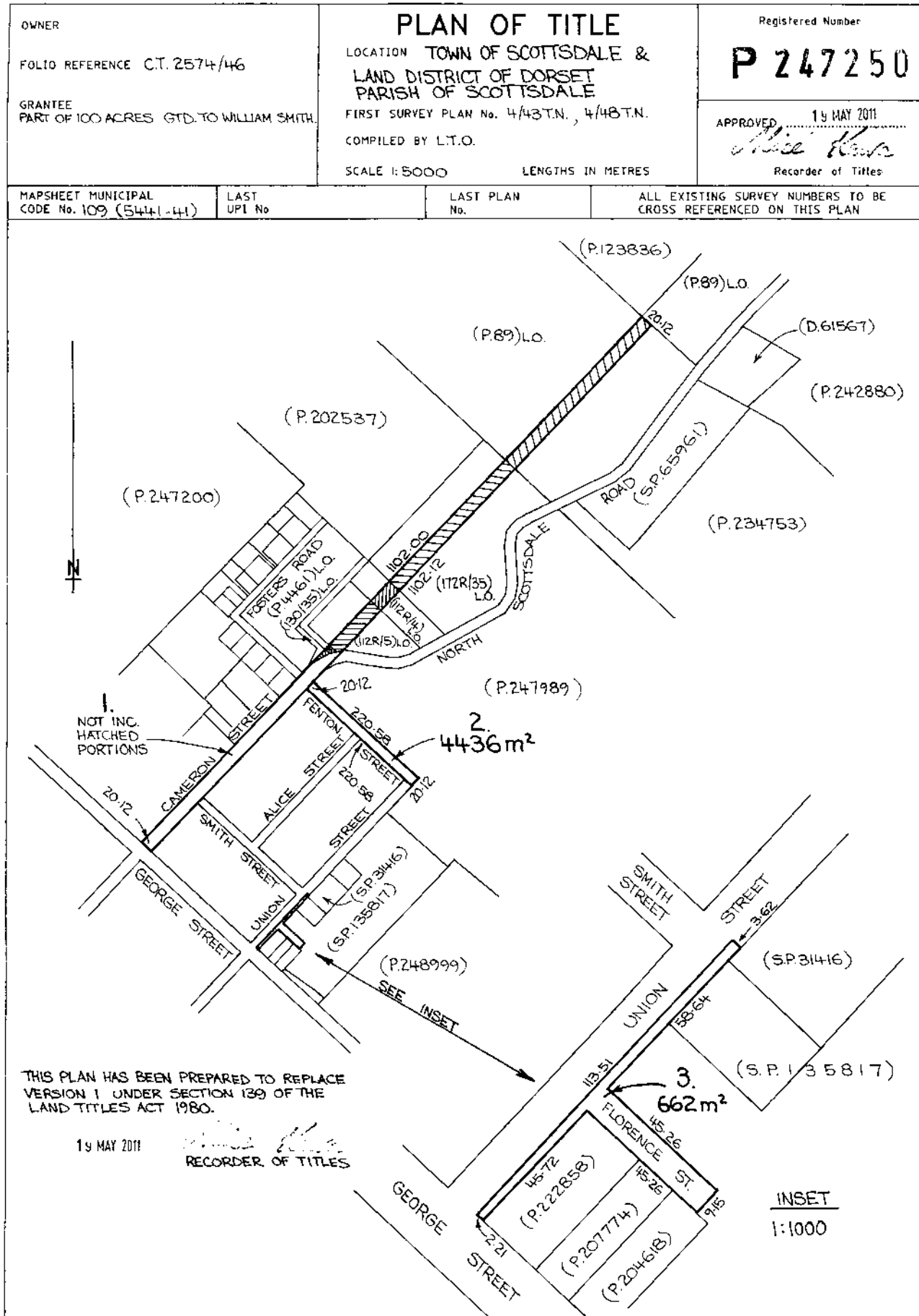
## References

- (a) Tasmanian Planning Commission 2021, *Tasmanian Planning Scheme – Dorset (Effective 18 January 2023)*, C13.0 Bushfire-Prone Areas Code, Tasmania.
- (b) Australian Standards, AS 3959-2018, *Construction of buildings in bushfire-prone areas*, Standards Australia, Sydney NSW.
- (c) Resource Management & Conservation Division of the Department Primary Industry & Water September 2006, TASVEG, *Tasmanian Vegetation Map*, Tasmania.
- (d) Tasmanian Government, Land Information System Tasmania, [www.thelist.tas.gov.au](http://www.thelist.tas.gov.au)



**www.thelist.tas.gov.au**

Reorder of titles



## SEARCH OF TORRENS TITLE

VOLUME 184127	FOLIO 2
EDITION 2	DATE OF ISSUE 26-Feb-2024

SEARCH DATE : 03-Jun-2025

SEARCH TIME : 02.39 PM

DESCRIPTION OF LAND

Town of SCOTTSDALE

Lot 2 on Sealed Plan 184127

Derivation : Part of 100 Acres Gtd. to William Smith

Prior CT 135817/3

SCHEDULE 1

N169232 TRANSFER to ADAM CRAIG HALL and TERESE DENISE HALL  
Registered 26-Feb-2024 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
SP184127 EASEMENTS in Schedule of Easements  
SP184127 FENCING PROVISION in Schedule of Easements  
SP184127 SEWERAGE AND/OR DRAINAGE RESTRICTION  
SP135817 FENCING COVENANT in Schedule of Easements

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

## SEARCH OF TORRENS TITLE

VOLUME 247250	FOLIO 3
EDITION 1	DATE OF ISSUE 03-May-1995

SEARCH DATE : 10-Oct-2025

SEARCH TIME : 08.29 AM

DESCRIPTION OF LAND

Town of SCOTTSDALE

Lot 3 on Plan [247250](#)

Derivation : Part of 100 Acres Gtd. to W. Smith.

Prior CT [2574/46](#)SCHEDULE 1

EDWARD SMITH

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

<b>SCHEDULE OF EASEMENTS</b>	Registered Number
THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 84127

PAGE 1 OF 4 PAGE/S

**EASEMENTS AND PROFITS**

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and  
(2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and  
(2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

**EASEMENTS**

Lot 2 is subject to a Right of Drainage in favour of Dorset Council over the land marked "AIYHNOPXWEIDICIB1" ("Drainage Easement 3.00 Wide") on the Plan.

Lot 2 on the Plan is subject to a Pipeline and Services Easement in favour of TasWater over the land marked "Pipeline & Services Easements 3.00 Wide" on the Plan.

Lot 2 is subject to :

- (a) A Right of Drainage (appurtenant to Lot 1 on Sealed Plan 135817) over the Drainage Easement 2.00 Wide marked "MNOPQRSTU" on the Plan;
- (b) A Right of Drainage (appurtenant to Lot 1 on Sealed Plan 135817) over the Drainage Easement 2.00 Wide marked "DEFG" on the Plan;

Lot 2 is subject to a Right of Drainage (appurtenant to Lot 2 on Sealed Plan No. 135817) over the Drainage Easement 2.00 Wide marked "NOPQRS" on the Plan.


Lot 2 is subject to a Right of Drainage (appurtenant to Lots 1 & 2 on Sealed Plan No. 31416) over the Drainage Easement 2.00 Wide marked "DEFG" on the Plan.

**DEFINITIONS**

"TasWater" means Tasmanian Water and Sewerage Corporation Pty Ltd

The Pipeline & Services Easement is defined as follows :

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Rodney John Gould	PLAN SEALED BY: DORSET COUNCIL
FOLIO REF: Volume 135817 Folio 3	DATE: 6/2/23
SOLICITOR	2021/1249
& REFERENCE: Samuel Claessens SDC:AP 814649	REF NO.
	 Council Delegate

**NOTE:** The Council Delegate must sign the Certificate for the purposes of identification.

<p align="center"><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p align="center">PAGE 2 OF 4 PAGE/S</p>	<p align="center">Registered Number</p> <p align="center"><b>SP184127</b></p>
<p>SUBDIVIDER: Rodney John Gould FOLIO REFERENCE: Volume 135817 Folio 3</p>	

FULL RIGHT AND LIBERTY for the Transferee at all times to:

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - (1) without doing unnecessary damage to the Easement Land; and
  - (2) leaving the Easement Land in a clean and tidy condition; and
- (7) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any then existing vehicle entry and cross the Lot to the Easement Land; and
- (8) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

PROVIDED ALWAYS THAT:

- (1) The registered proprietors of the Lot in the folio of the Register ("the Owner") must not without the written consent of TasWater first had and obtained and only in compliance with any conditions which form the consent:
  - (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
  - (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
  - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
  - (d) do any thing which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
  - (e) in any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
  - (f) permit or allow any action which the Owner must not do or acquiesce in that action.
- (2) TasWater is not required to fence any part of the Easement Land.
- (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Owner may erect a gate across any part of the Easement Land subject to these conditions:

**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



<p align="center"><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p align="center">PAGE 3 OF 4 PAGE/S</p>	<p align="center">Registered Number</p> <p align="center">SP184127</p>
<p>SUBDIVIDER: Rodney John Gould FOLIO REFERENCE: Volume 135817 Folio 3</p>	

- (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
- (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate.
- (5) If the Owner causes damage to any of the Infrastructure, the Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged.
- (6) If the Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
  - (a) reinstate the ground level of the Easement Land; or
  - (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
  - (c) replace any thing that supported, protected or covered the Infrastructure.

**Interpretation:**

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) powerpoles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or the Infrastructure;
- (f) any thing reasonably required to support, protect or cover any of the Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

**FENCING PROVISION**

In respect of each Lot on the Plan the Vendor Rodney John Gould shall not be required to contribute to the costs of fencing.

*RA.*

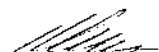
**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b>  PAGE 4 OF 4 PAGE/S	Registered Number  <b>SD 184127</b>
SUBDIVIDER: Rodney John Gould FOLIO REFERENCE: Volume 135817 Folio 3	

Signed by **RODNEY JOHN GOULD**

In the presence of:

Witness signature :

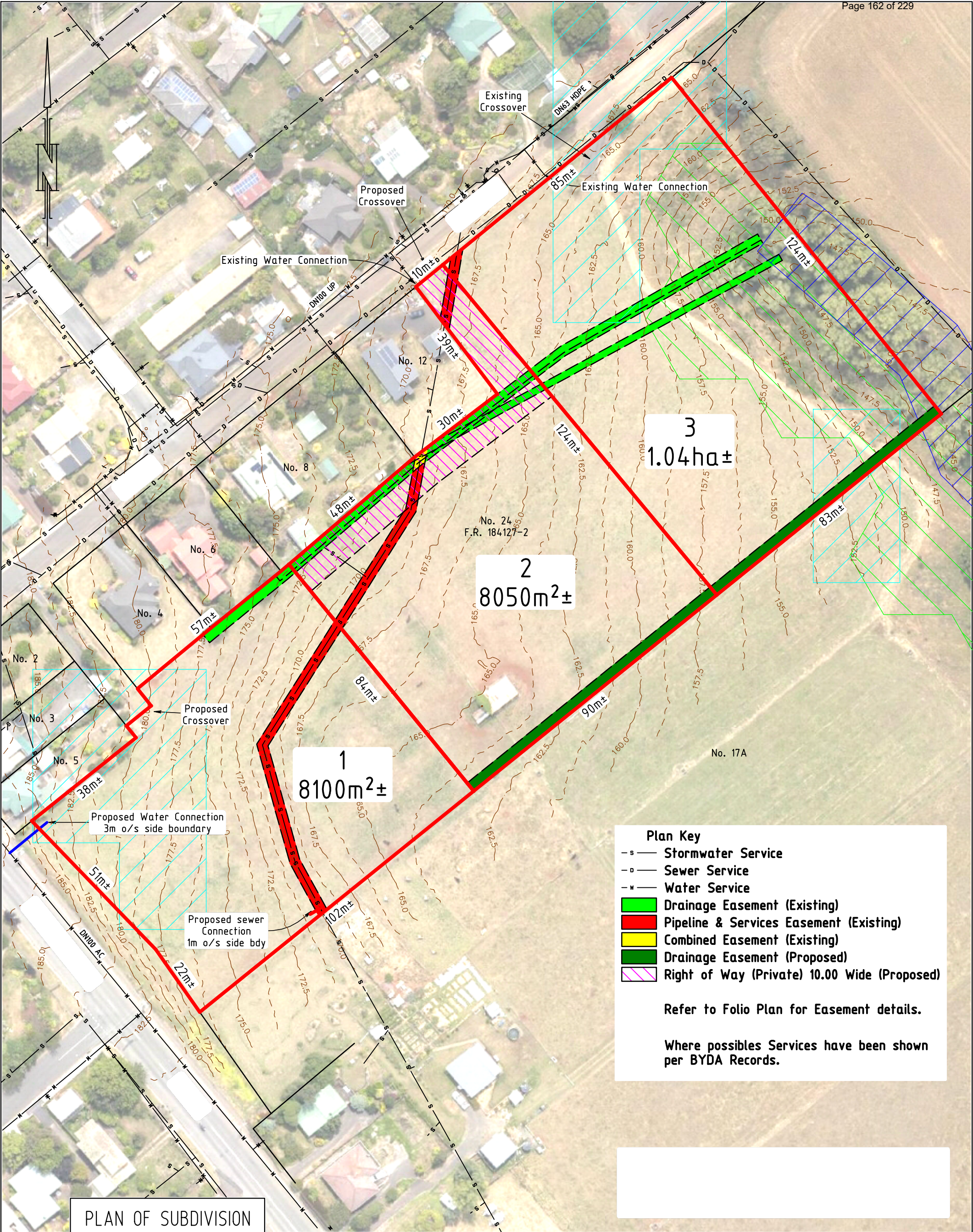


Witness full name : JAMUEL DAVID CRATSFORD

Witness address : 63 CHARLES ST LAUNCESTON  
TAS 7250

**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.





**Plan Key**

- s - Stormwater Service
- D - Sewer Service
- W - Water Service
- Green box: Drainage Easement (Existing)
- Red box: Pipeline & Services Easement (Existing)
- Yellow box: Combined Easement (Existing)
- Dark Green box: Drainage Easement (Proposed)
- Pink hatched box: Right of Way (Private) 10.00 Wide (Proposed)

Refer to Folio Plan for Easement details.

Where possible Services have been shown per BYDA Records.

1 OF 1		PLAN OF SUBDIVISION	
REV 1		24 UNION STREET	
REF 123-51 (8871-01)		SCOTTSDALE	
4 Sep 2025			
SCALE 1 : 1,000 @ A3		DRAWN ARFAIRFIELD	

OWNER A.C. HALL & T.D. HALL  
TITLE REFERENCE(S): 184127/2  
ZONE Rural Living - Rural Living Zone A  
OVERLAYS Airport obstacle limitation area (1467.84m)  
Bushfire-prone Areas Code  
Landslip Hazard Code (Low Hazard Band)  
Priority vegetation area  
Waterway and coastal protection area

(entire site)  
(entire site)



**COHEN & ASSOCIATES**  
LAND & AERIAL SURVEYORS  
103 CAMERON STREET  
PO BOX 990, LAUNCESTON, TAS, 7250  
admin@surveyingtas.com.au  
(03) 6331 4633  
www.surveyingtas.com.au



ABN 70 689 298 535

THIS IS AN INDICATIVE SUBDIVISION DESIGN PREPARED TO ACCOMPANY A DEVELOPMENT APPLICATION AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. INFORMATION SHOWN MAY BE TRANSCRIBED FROM OTHER SOURCES OF UNVERIFIED ACCURACY. THE DIMENSIONS, AREA, LOCATION OF IMPROVEMENTS, AND NUMBER OF LOTS ARE APPROXIMATE AND MAY VARY DUE TO DECISIONS BY THE MUNICIPALITY, TASMANIAN CIVIL & ADMINISTRATIVE TRIBUNAL, ENGINEERING, OR OTHER ADVICE. IN PARTICULAR NO RELIANCE SHOULD BE PLACED ON THE INFORMATION ON THIS PLAN FOR ANY FINANCIAL DEALINGS. THIS PLAN IS NOT TO BE COPIED UNLESS THIS NOTE IS INCLUDED.





*dorset*  
COUNCIL

---

2025/26

Annual Plan

December Quarter Update

---

# Introduction

Councils are required each financial year, under Section 71 of the *Local Government Act 1993*, to prepare an Annual Plan.

The Annual Plan outlines Council’s high-level actions for the year and is directly linked to Department Plans that identify tasks associated with meeting the Actions outlined in the Annual Plan and strategies identified in the Strategic Plan.

The Annual Plan Quarterly Update provides Council and the community with an update on progress with the Annual Plan. Where actions (43 in total) have been identified for a quarter, a status of Achieved, In Progress or Not Achieved are assigned.

As of 31 December 2025, the following results were achieved:

	Progress as of 30 September 2025	Progress as of 31 December 2025
Achieved	4	9
In Progress	18	22
Not Achieved		
Total Activities	43	43
Carried Forward		

## 2025/26 Action Plan

The following pages of the Annual Plan provide details on additional goals, outcomes, and objectives that the Council is seeking to undertake and complete as activities in addition to its annual business.

Activity	Focus Area	Strategic Reference	Actions / Initiatives / Deliverables	Responsible Team	Indicative Quarter	Progress and Status <sup>1</sup>
1	Dorset Strategic Plan 2023-2032	13.1	<ul style="list-style-type: none"> <li>Review Plan</li> <li>Strategic Plan progress report and status update</li> </ul>	Governance	June 2026	
2	Scottsdale: Future Ready	8.2	<ul style="list-style-type: none"> <li>Township Plan</li> <li>Austins Road scheme amendment</li> <li>Light Industrial precinct scheme amendment</li> <li>Conduct feasibility study in relation to enclosure options for the Scottsdale Aquatic Centre</li> <li>Recreation Ground / Railway Precinct Master Plan</li> <li>Rail Trail progress report to Council</li> </ul>	Community and Development	December 2025 June 2026 June 2026 June 2026 December 2025 Quarterly	5% 25% 25% 5% 25% 25%
<p><b>Dec ¼ Update:</b> - Delay in awarding the scheme amendment contract.</p> <p><u>Scottsdale Aquatic Centre Indoor feasibility:</u> Council officers have started reviewing Indoor Aquatic Centre feasibility studies conducted by other Tasmanian councils.</p> <p><u>Scottsdale Recreations Ground / Railway Precinct Master Plan:</u> An update was presented to Councillors at the 8 July 2025 Briefing Workshop. The Railway precinct stage 1 redevelopment will commence on 20 October 2025. The Scottsdale Recreation Ground / Railway Precinct Master Plan is part of Council's Scottsdale – Future Ready project.</p> <p><u>Rail Trail:</u> An update presented to Councillors on 8 July 2025 Briefing Workshop.</p> <p><b>Sep ¼ Update:</b> <u>Township Plan:</u> Council have applied for stream 1 of the Regional Precincts and Partnerships Federal funding program. The intent of the program is to fund precinct scoping, planning, design, and consultation in partnership with key organisations. Council have applied for the funding of the Scottsdale and Bridport Future Ready projects. These projects will establish a vision for those towns. If Council were to start the project before the Federal Government announce the successful grant recipients, Council's chance of attaining funding may be jeopardised. It is likely Council will find out the status of this funding request in early 2026.</p> <p><u>Austins Road &amp; Light Industrial Scheme Amendment:</u> Request for Quote has been completed with the successful tenderer to be announced in the October – December quarter.</p>						

<sup>1</sup> ● the project is on target for delivery by the end of the financial year

● the project likely to be partially delivered (75% or more delivered) by the end of the financial year, or is forecast to be 10% over budget, or both

● less than 75% of the project will be delivered, or the project is forecast to be 20% over budget, or both



Activity	Focus Area	Strategic Reference	Actions / Initiatives / Deliverables	Responsible Team	Indicative Quarter	Progress and Status <sup>1</sup>
3	Key Operational Deliverables	10.1	<ul style="list-style-type: none"> <li>Annual Report 2024/25</li> <li>Long Term Financial Plan</li> <li>Annual Plan 2026/27</li> <li>Budget Estimates 2026/27</li> <li>Rates Resolution 2026/27</li> <li>Fees and Charges 2026/27</li> <li>Council Quarterly Financials</li> </ul>	Corporate Services and Governance	December 2025	100%
					June 2026	
					June 2026	
					June 2026	
					June 2026	
					June 2026	
					Quarterly	25%
					<b>Dec ¼ Update:</b> <u>Council Quarterly Financials:</u> Quarterly financials for 1 July – 30 September 2025 presented on 17 November 2025 Council Meeting. Council's Annual Report was presented at the 8 December 2025 Annual General Meeting.	
					<b>Sep ¼ Update:</b> <u>Annual Report 2024/25:</u> Draft completed and awaiting approved 2024/25 financials from the Auditors prior to finalising.	
4	Municipal Tourism Marketing Strategy	8.1	<ul style="list-style-type: none"> <li>Finalisation of Strategy and Plan</li> <li>Defining responsibilities and actions</li> </ul>	Governance	September 2025	75%
					December 2025	50%
					<b>Dec ¼ Update:</b> The Draft Plan was presented to Councillors in the 2 December 2025 workshop. Next steps include Visit Northern Tasmania and Council rationalising and prioritising action items before going back to the original tourism working group for feedback.	
5	Priority Projects Plan	9.3	<ul style="list-style-type: none"> <li>Establish new plan</li> <li>Half-yearly reporting including project status</li> </ul>	Governance	December 2025	75%
					December 2025	
					June 2026	
					<b>Dec ¼ Update:</b> Priority Projects Plan adopted at the October Council Meeting.	
					<b>Sep ¼ Update:</b> Draft Plan has been prepared and will be presented to Councillors at the 7 October Briefing Workshop for comment.	
6	Blue Derby Foundation Memorandum of Understanding (MoU) reporting	9.4	Half-yearly reporting	Governance	December 2025	
					June 2026	
7	Future of Local Government Review	12.2	Submission for draft Local Government Amendment Bill	Governance	September 2025	100%
					<b>Dec ¼ Update:</b> No submission was made by Council.	
					<b>Sep ¼ Update:</b> Minister for Local Government released the draft Bill for comments on 6 October with submissions due 17 November 2025.	
8	Board of Inquiry requirements	13.2	Reporting to the Minister for Local Government per Direction 10	Governance	July 2025	100%
					October 2025	100%
					January 2026	

Activity	Focus Area	Strategic Reference	Actions / Initiatives / Deliverables	Responsible Team	Indicative Quarter	Progress and Status <sup>1</sup>
	<p><b>Dec ¼ Update:</b> Quarterly Update for September quarter was received and noted in the 20 October 2025 Council meeting.</p> <p><b>Sep ¼ Update:</b> Report 2 for the period 1 Apr to 30 June 2025 was presented to Council on 21 July 2025 Council Meeting and submitted to Minister on 22 July 2025. Report 3 for the period 1 Jul to 30 Sep 2025 will be presented to Council on 20 October 2025 Council Meeting and submitted to Minister by 22 October 2025.</p>					
9	Councillor Learning and Development Plan	13.2	Establish and implement a training matrix and budget for Councillor learning and development	Governance	September 2025	100%
	<p><b>Dec ¼ Update:</b> The majority of Councillors have undertaken the Office of Local Government / LGAT Learn to Lead modules, Council officer internal training and sessions with LGAT CEO, Dion Lester on 13 November 2025 and 26 November 2025.</p> <p><b>Sep ¼ Update:</b> Discussed with Councillors on 5 August Briefing Workshop, with initial sessions confirmed with LGAT for November 2025.</p>					
10	Policy 41 – Council Meeting Procedures	10.1	Review, adopt and implement	Governance	September 2025	100%
	<b>Sep ¼ Update:</b> Reviewed Policy No. 41 adopted on 21 July 2025 Council Meeting.					
11	New Policy - Dispute Resolution	10.1	Establish, adopt, and implement	Governance / Corporate Services	September 2025	100%
	<b>Sep ¼ Update:</b> New Policy No. 67 adopted on 21 July 2025 Council Meeting.					
12	New Framework – Conduct of Elected Members	10.1	Establish, adopt, and implement	Governance / Corporate Services	September 2025	10%
	<p><b>Dec ¼ Update:</b> Briefing Workshops at capacity in December quarter, item not time-critical and deferred to March quarter.</p> <p><b>Sep ¼ Update:</b> Drafting has commenced, first draft anticipated to be presented to Councillors in December quarter.</p>					
13	Waste Strategy	14.2	<ul style="list-style-type: none"> <li>FOGO Review</li> <li>Review of cartage operations</li> </ul>	Infrastructure	September 2025 September 2025	25%
	<b>Sep ¼ Update:</b> Preliminary review undertaken by Council officers. Presented on 2 September Briefing Workshop and decision of Council to prepare a comprehensive business case and rollout strategy made on 15 September 2025 Council Meeting.					
14	Bridport: Future Ready	7.2	Pre work and scoping of draft Structure Plan	Community & Development	March 2026	
	<b>Sep ¼ Update:</b> Council have applied for stream 1 of the Regional Precincts and Partnerships Federal funding program. This project cannot be started until Council find out status of this funding request (expected in early 2026) so as not to jeopardise Council's chances of attaining funding.					
15	Bridport New Port / River Entrance and Marina	9.2, 9.3	Liaise with MAST and consultants in development of feasibility assessment	Community & Development	March 2026	25%
	<b>Dec ¼ Update:</b> DSG and MAST are working with port users to assess options to improve access to Bridport, including a potential alternative channel entrance.					

Activity	Focus Area	Strategic Reference	Actions / Initiatives / Deliverables	Responsible Team	Indicative Quarter	Progress and Status <sup>1</sup>
16	Derby: Future Ready	7.2	Prepare scope and attain funding for master plan	Community & Development and Governance	December 2025	
	<b>Sep ¼ Update:</b> The State Liberal Party made an election commitment of \$250,000 for Derby Master Planning at the last election – funding status is unknown.					
17	Policy 27 - Youth	10.1	Review, adopt and implement	Community & Development	June 2026	50%
	<b>Dec ¼ Update:</b> Draft policy and engagement plan presented to November Council Workshop. <b>Sep ¼ Update:</b> Policy under review.					
18	Policy 2 – Payment of Councillor Expenses and Provision of Facilities	10.1	Review, adopt and implement	Corporate Services	December 2025	75%
	<b>Dec ¼ Update:</b> Revised policy presented to Councillors at the 17 November 2025 Council Meeting. Policy deferred back to 2 December 2025 Briefing Workshop for further discussion. Revised policy adopted on 15 December 2025 Council Meeting. <b>Sep ¼ Update:</b> Revised policy presented to Councillors at the 7 October Briefing Workshop. Final draft anticipated to be presented at the 17 November 2025 Council Meeting.					
19	Policy 17 – Corporate Credit Card	10.1	Review, adopt and implement	Corporate Services	March 2026	50%
	<b>Dec ¼ Update:</b> An initial draft was presented to the Audit Panel at the 11 November 2025 meeting, and the next revision is due to be presented to Councillors at the 3 February 2026 briefing workshop.					
20	Policy 39 – Community Consultation and Communications	10.1, 13.4	Review, adopt and implement	Community & Development	December 2025	Deferral recommended
	<b>Dec ¼ Update:</b> The draft Local Government Amendment (Targeted Reform) Bill 2025 refers to the establishment of a community engagement strategy (section 70DA). Given this expected change in legislation, Council officers recommend work on the Policy should be deferred until the reform is in place and any model templates and other supporting documentation are provided to Councils to guide the process. The development of a Community Engagement Strategy will involve significant consultation, align with legislation, and consider the strategic alignment with policies, strategies, and plans. It is currently anticipated that the reform will be in place and the review will be able to commence in 2026/27.					
21	Policy 50 – Gifts and Benefits	10.1	Review, adopt and implement	Corporate Services	December 2025	50%
	<b>Dec ¼ Update:</b> An initial draft was presented to the Audit Panel at the 11 November 2025 meeting, and the next revision is due to be presented to Councillors at the 3 February 2026 briefing workshop.					
22	Policy 52 – Related Party Disclosure	10.1	Review, adopt and implement	Corporate Services	December 2025	50%
	<b>Dec ¼ Update:</b> An initial draft was presented to the Audit Panel at the 11 November 2025 meeting, and the next revision is due to be presented to Councillors at the 3 February 2026 briefing workshop.					
23	Policy 56 - Bridport Seaside Caravan Park	10.1	Review, adopt and implement	Corporate Services	September 2025	25%

Activity	Focus Area	Strategic Reference	Actions / Initiatives / Deliverables	Responsible Team	Indicative Quarter	Progress and Status <sup>1</sup>
	<p><b>Dec ¼ Update:</b> Consultation on the policy review has been rescheduled to the March quarter to ensure supporting materials are prepared and to avoid consultation occurring over Christmas.</p> <p><b>Sep ¼ Update:</b> Drafting of revised policy has commenced, consultation plan currently being prepared. Consultation due to occur in Dec quarter with first revision anticipated to be presented at February 2026 Briefing Workshop.</p>					
24	Audit Panel	10.2, 13.2	Review tenure and composition of Panel	Corporate Services	December 2025	90%
	<p><b>Dec ¼ Update:</b> Revised Audit Panel Charter and new Audit Panel Code of Conduct adopted on 20 October 2025 Council Meeting. Recruitment for new Audit Panel Chair and second Independent Member to commence in January 2026.</p> <p><b>Sep ¼ Update:</b> Revised Audit Panel Charter reflecting proposed composition of Audit Panel due to be presented on 20 October 2025 Council Meeting. New Audit Panel Code of Conduct also developed.</p>					
25	Asset Management Strategy	10.3	Review, adopt and implement	Corporate Services	June 2026	10%
	<b>Dec ¼ Update:</b> Preliminary work on Asset Management Strategy review has commenced. Internal consultation to occur during March quarter.					
26	Council Owned Asset Review	4.1, 4.2	Commence review of service levels and program for asset acquisitions and disposals	Corporate Services and Infrastructure	June 2026	10%
	<p><b>Dec ¼ Update:</b> Focus for December Quarter has been on progressing Buildings and Land Improvement Asset Management Plans. Draft scoping document prepared and internal consultation with other departments to occur in March quarter to finalise scope.</p> <p><b>Sep ¼ Update:</b> Scoping commenced.</p>					
27	Land Improvement Asset Management Plan	10.3	Develop, adopt, and implement	Corporate Services	December 2025	100%
	<p><b>Dec ¼ Update:</b> Reviewed internally, including by Audit Panel on 11 November 2025 meeting and Councillors on 2 December 2025 Briefing Workshop. Adopted on 15 December 2025 Council Meeting.</p> <p><b>Sep ¼ Update:</b> First draft out for internal feedback, anticipated to be presented to Councillors on 2 December 2025 Briefing Workshop.</p>					
28	Building Asset Management Plan	10.3	Review, adopt and implement	Corporate Services	December 2025	100%
	<p><b>Dec ¼ Update:</b> Reviewed internally, including by Audit Panel at the 11 November 2025 meeting and Councillors at the 2 December 2025 Briefing Workshop. Adopted on 15 December 2025 Council Meeting.</p> <p><b>Sep ¼ Update:</b> First draft out for internal feedback, anticipated to be presented to Councillors on 2 December 2025 Briefing Workshop.</p>					

Direction #	Detail	Legislation Ref	Timeframe	Responsible Officer	Deadline	Status	Reported / Adopted by Council	Notes
1	Pursuant to section 225(2)(d) of the Act, <b>implement a policy and procedure</b> , within 180 days, <b>to address the conflict of interest</b> that arises <b>where Council is the applicant and/or developer in respect of a planning application</b> , and at the same time is the <b>planning authority</b> determining that application.		180 days	John Marik	22-Jul-25	Policy and Operational Procedure completed post legal review by Simmons Wolfhagen	Presented to Council to be adopted 21.07.2025 Council Meeting	IMPLEMENTED
2	Pursuant to section 225(2)(d) of the Act, for the term of the Council, <b>refer all discretionary development applications within the meaning of section 57 of the Land Use Planning and Approvals Act 1993 with a financial value of \$500 000</b> and above in respect of which <b>Council is the applicant and/or developer</b> to external consultants for assessment and recommendation to Council as the planning authority.	<a href="#">LUPAA Sec.57</a>	Term of Current Council	John Marik	31-Oct-26	Included in Policy and Operational Procedure outlined in Direction #1	Presented to Council to be adopted 21.07.2025 Council Meeting	IMPLEMENTED
3	Pursuant to section 225(2)(a) of the Act, within 90 days, <b>review all service rates and charges made under sections 93 and 94 of the Act for the financial year 2024/2025</b> , and <b>table a report at an ordinary meeting of Council</b> that clarifies the extent to which such monies raised are being invested in, or expended through, the delivery of the relevant services.	<a href="#">LGA Sec. 93 &amp; 94</a>	90 days	Lauren Tolputt	30-Sep-25	2024/25 Report on service rates and charges prepared and discussed with Councillors at 02.09.2025 Workshop	Presented to Council and received / noted 15.09.2025 Council Meeting	COMPLETED
4	Pursuant to section 225(2)(d) of the Act, <b>facilitate training to be delivered by the Department of Natural Resources and Environment Tasmania</b> (NRE Tas) for all <b>Council staff responsible</b> for overseeing or undertaking works on Crown land in their obligations under the Crown Lands Act 1976, the Aboriginal Heritage Act 1975 and the Nature Conservation Act 2002, <b>within 60 days of notification by NRE Tas</b> .		60 days	John Marik	15-Aug-25	<b>04.08.2025</b> Training Sessions delivered to Council Officers by Aboriginal Heritage Tasmania (on site in Dorset) and Crown Lands Act team (via Microsoft Teams) and <b>11.08.2025</b> Training Session delivered to Council Officers by Nature Conservation Act team to Council Officers (via Microsoft Teams)	Presented to Council in Quarterly Report #3 at 20 October 2025 Council Meeting	COMPLETED
5	Pursuant to section 225(2)(d) of the Act, <b>implement a procedure</b> , within 180 days, to ensure that <b>conditions and restrictions on permits issued by council as planning authority</b> under the Land Use Planning and Approvals Act 1993 are <b>complied</b> with and to ensure that Council's obligations under section 63A of that Act are met.	<a href="#">LUPAA Sec. 63A</a>	180 days	John Marik	22-Jul-25	Operational Procedure completed post legal review by Simmons Wolfhagen	Presented to Council to be received and noted 21.07.2025 Council Meeting	IMPLEMENTED
6	Pursuant to section 225(2)(a) of the Act, <b>implement a procedure</b> , within 120 days, to ensure that <b>Council's functions and obligations</b> under Division 5 of Part 3 of the Local Government (Building and Miscellaneous Provisions) Act 1993 are conducted according to law.	<a href="#">LG (Bld &amp; Misc Provisions) Act 1993 - Part 3 / Div 5</a>	120 days	John Marik	23-May-25	Operational Procedure completed post legal review by Simmons Wolfhagen	Presented to Council to be received and noted 19.05.2025 Council Meeting	IMPLEMENTED
7	Pursuant to section 225(2)(a) and (b) of the Act, for the term of the Council, ensure that <b>no additional work under the contract with World Trail Pty Ltd for Stage 2 of the North East Mountain Bike Trails</b> , executed on 17 July 2017, are undertaken and that procurement of any additional works on the trails is undertaken in compliance with the tendering and contract requirements of the Act and the Local Government (General) Regulations 2015.	<a href="#">LG (General) Regs 2015</a>	Term of Current Council	John Marik	31-Oct-26	Council's operational teams have been instructed that any works on the Blue Derby Mountain Bike Trails post release of the Ministerial Directions are to be procured in compliance with the tendering and contract requirements of the <i>Local Government Act 1993</i> and <i>Local Government (General) Regulations 2015 (former)</i> and <i>remade Regulations 2025</i> . It is not anticipated that any further works will be procured for the Blue Derby Mountain Bike Trails in 2024/25 or 2025/26. Council is also reviewing and refining its operational procurement procedures.	<b>Quarterly Report 1:</b> 19.05.2025 <b>Quarterly Report 2:</b> 21.07.2025 <b>Quarterly Report 3:</b> 20.10.2025 <b>Quarterly Report 4:</b> 19.01.2026	ENACTED
8	Pursuant to section 225(2)(d) of the Act <b>implement a procedure</b> , within 120 days, to ensure that any actions taken by Council under Part 18 of the <b>Building Act 2016</b> are undertaken lawfully.	<a href="#">Building Act 2016 - Part 18</a>	120 days	Jayne Miller	23-May-25	Operational Procedure completed post legal review by Simmons Wolfhagen	Presented to Council to be received and noted 19.05.2025 Council Meeting	IMPLEMENTED
9	Pursuant to section 225(2)(d) of the Act, <b>implement a procedure</b> , within 120 days, to ensure that the requirements for the <b>issue of infringement notices</b> under the Building Act 2016 are satisfied.	<a href="#">Building Act 2016</a>	120 days	Jayne Miller	23-May-25	Operational Procedure completed post legal review by Simmons Wolfhagen	Presented to Council to be received and noted 19.05.2025 Council Meeting	IMPLEMENTED
10	Pursuant to section 225(2)(d) and/or section 225(3)(a) of the Act, <b>report quarterly</b> to the Minister for Local Government on the progress of actions to implement these directions for the <b>first 12 months</b> , and then <b>every six months for the term of the current Council</b> , until all of the directions are completed.	<a href="#">LGA Sec. 225(2)(d) and / or (3)(a)</a>	Quarterly	John Marik	See notes	2026 meeting dates provided to the Director of Local Government for remaining Report 4 & 5 on 16.12.2025. Fourth report to be tabled 19.01.2026 Council Meeting.	Presented to Council to be received and noted 19.01.2026 Council Meeting	<b>Email from Andrei Norris - OLG 06.02.2025:</b> Minister has approved quarterly reporting dates, as provided by Council <b>Report 1: 23 Jan - 31 Mar 2025   Council Meeting 14 Apr 2025 Report 2: 1 Apr - 30 Jun 2025   Council Meeting 21 Jul 2025 Report 3: 1 Jul - 30 Sep 2025   Council Meeting 20 Oct 2025 Report 4: 1 Oct - 31 Dec 2025   Council Meeting 19 Jan 2026 Report 5: 1 Jan - 30 Jun 2026   Council Meeting 20 Jul 2026</b>

# **Northern Tasmania Development Corporation Limited**

ACN 616 650 367

## **Members Agreement 2026-2029**

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)

Revised for the 2026-2029 Agreement



## Contents

Schedule of Particulars .....	3
Background .....	4
Agreement .....	5
1. Definitions and Interpretation .....	5
2. Acknowledgments .....	8
3. Purpose and Objectives .....	10
4. Corporate Governance – Size and Role of Board .....	11
5. Corporate Governance – Member Representative Group .....	12
6. Accountability .....	13
7. Remuneration .....	14
8. Funding – Subscription Fees from Members .....	15
9. Voting .....	17
10. Member Expectations .....	18
11. Financial Reports .....	19
12. Intellectual and Industrial Property .....	19
13. Restrictive Covenant .....	20
14. Sunset Provisions - Review .....	21
15. Dispute Resolution .....	22
16. Default .....	22
17. Disciplinary Proceedings .....	23
18. Winding Up .....	23
19. Notices .....	24
20. Additional Provisions .....	25
21. Continuity of Contracts .....	28
Execution .....	29

## Schedule of Particulars

1. **Date of Agreement** The xxx day of xxx 2025
2. **The Company** Northern Tasmania Development Corporation Limited also trading as NTDC Limited (“the Company”)
3. **Members** As set out in the register of Members  
  
 (“the Members”)
4. **Registered Office** Level 1, 175-177 Charles Street,  
  
Launceston in Tasmania
5. **Sunset Period** Three (3) years

**End of Schedule of Particulars**

**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

**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 2012<sup>1</sup>. 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.

---

<sup>1</sup> Bill Fox & Associates, 2016, *Review of Regional Bodies in Northern Tasmania* Final Report, p6.

## Agreement

### 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 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 the Company set out in **Item 2** of the Schedule of Particulars and includes the officers, servants, agents, attorneys and permitted assigns of the Company;
- (e) "Confidential Information" means and includes:
  - (i) any information concerning the Company, its methods of operation, strategic direction, marketing and other activities;
  - (ii) financial information concerning the Company and its related activities;
  - (iii) specialised or corporate documentation produced by the Company; and
  - (iv) specialised of 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;
- (f) "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;
- (g) "Corporations Law" means the Corporations Act 2001 (Cth) as amended from time to time;
- (h) "Director" means a Director of the Company;
- (i) "Division 7A" means Division 7A of the Income Tax Assessment Act 1997 in respect of inter-entity and related-party loans;
- (j) "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;
- (k) "Member" has the same meaning as in the Constitution and includes:
  - (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
- (l) "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 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;



- (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

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 expressly 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 Members agree that they must ensure that any amendment to the Company Constitution does not result in any inconsistency with this

Agreement, does not operate to invalidate any provision of this Agreement or place a Member in breach of its obligations under this Agreement.

**2.5.** The Board, on behalf of the Company, and the current Members acknowledge that Flinders Council is entitled to be readmitted as an Initial Member of The Company. If, at any time Flinders Council, resolves to become a Member of The Company, the Board must admit Flinders Council as a Member. Subject to the terms of the Company Constitution, this Agreement, and any other constituent document of the Company, Flinders 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 Company are as set out in **clause 1.8** of the Company Constitution, being

- (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.

**3.3.** The Members expressly acknowledge that the Company is:

- (a)** a not-for-profit enterprise, with funding coming primarily 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 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.

**4.2.** The following governance principles outline the strategic function of the Board:

- (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 publicly 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.

## 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 Company 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.

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 Representative 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;

(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 and in accordance with clause 9.1 of the Company Constitution. The rate set by the Company 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 and in accordance with clause 9.1 of the Company Constitution. The rate set by the Company 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.

## 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 2024-2025 financial year) calculated by application of the following bands calculated based on the population of the municipal area of each Member (figures for 2024):

(i)	Population of 0 – 5,000 people	\$5,542.00
(ii)	Population of 5,001 – 10,000 people	\$11,085.00
(iii)	Population of 10,001+ people	\$22,170.00

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 \$3.04 per head of population (figure for 2026-2027 financial year) in the municipal area of each Member multiplied by the actual municipal population.

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:*

$$\begin{aligned} SF &= \$22,170 + (32,000 \times \$3.04) \\ &= \$22,170 + \$97,280 \\ &= \$119,450 \end{aligned}$$

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 the accession deed attached to this Agreement and marked 'A'.
- 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.
- 8.13. The Members acknowledge and agree that the Company may, from time to time, resolve to undertake and fund certain projects that benefit only some, and not all, Members (**Special Project**). Where a Special Project relates only to particular Members, those Members may be required to contribute the funding required for that Special Project. Members who are not participating in, or benefitted by, the Special Project will have no obligation to contribute any funds towards it.

## 9. Voting

- 9.1. The voting rights of the Members, in general meeting, are as set out in **clauses 5.8-5.14** of the Company Constitution.

**9.2.** Subject always to the Company Constitution, if, for any reason, at any general meeting of the Members, a poll is demanded then the provisions of clause 5.10 of the Company Constitution must be followed.

**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 determined pursuant to clause 5.12 of the Constitution.

## **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) be 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 Member 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; or
- (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; and
- (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; and

(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.

**12.3.** The Members acknowledge and agree that all Intellectual Property of the Company is and remains the exclusive property of the Company. Any Intellectual Property created, developed or contributed by a Member in the course of, or arising from, their membership or involvement with the Company, and which relates to the operations or activities of the Company, will vest in and be owned solely by the Company unless otherwise agreed in writing by the Company and the relevant Member.

### **13. Restrictive Covenant**

**13.1.** Upon:

(a) the cessation as a Director by a Director for any reason; or

(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. The Members acknowledge and agree that the covenants in this clause applicable to the Directors are subject to the provisions of the Constitution.

**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 1 July 2026.
- 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;
  - (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;
  - (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**, 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 membership of that Member and any financial contributions made by the Member including any Member fees or subscription fees 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 new 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.

**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.

**16.4.** If a Member is in default pursuant to this clause the Company may exercise its powers relating to that Member pursuant to the provisions of clause 2.7 of the Constitution.

## **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.

**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 and subject to the Corporations Law and any other applicable laws in relation to the winding up of the Company:

- (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 Schedule of Particulars; or
  - (ii) sent by prepaid post to the address set out or referred to on the Schedule of Particulars; or
  - (iii) sent by fax to the fax number set out or referred to in the Schedule of Particulars; 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 or email address, then the communication must be to that postal address or fax number or email address.

- 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:
- (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.** Subject to the Company Constitution and any Constituent Documents, 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.
- 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.

**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.

**20.17. Electronic Execution**

**(a)** This Agreement may be:

**(i)** signed by any and all parties by way of electronic signature, rather than wet signature, and if so, must be considered an original and will bind the party whose signature is so represented; and

**(ii)** signed and delivered by email by attaching a scanned copy of the counterpart to an email transmission as a Portable Document Format (PDF) file and the parties agree that such scanned execution and email delivery must have the same force and effect as delivery of an

original document with original signatures, and that each party may use such scanned signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

(b) The parties agree that:

- (i) the parties are bound by copies of this Agreement which has been electronically signed in accordance with this clause; and
- (ii) they will be bound by, have complied with and will comply with the *Electronic Transactions (Tasmania) Act 2000* in relation to the execution of this Agreement.

(c) Without limiting the operation of this clause, the parties agree that:

- (i) this Agreement may be electronically signed using a secure electronic signature technology system such as DocuSign (**Digital Signing Platform**);
- (ii) this Agreement may be validly created by counterparts electronically signed by each party using a Digital Signing Platform and shall together be deemed to constitute one and the same instrument; and
- (iii) no witnessing of a party's signature is required.

## 21. Continuity of Contracts

Notwithstanding the Sunset Period, the Members agree that the Company may enter into, renew or continue contractual arrangements that extend for a period of up to two (2) years beyond the end of the Sunset Period, where such arrangements are reasonably necessary to ensure operational continuity, to finalise existing commitments, or to enable the orderly transition or cessation of the Company's activities.

**End of Operative Part**

**Execution**

*Company*

Signed for and on behalf of  
**Northern Tasmania Development Corporation  
Limited**  
**ACN 616 650 367**

\_\_\_\_\_  
Director

by its authorised officers under  
S127 of the *Corporations Act 2001*

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

*Members*

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

*affix*

\_\_\_\_\_  
Member

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

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

*affix*

\_\_\_\_\_  
Member

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

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

*affix*

\_\_\_\_\_  
Member

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

The Common Seal of  
**City of Launceston**

\_\_\_\_\_  
Member

was affixed in the presence  
*Seal here*  
the authorised officers of the Council

*affix*

\_\_\_\_\_  
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

The Common Seal of  
**Dorset Council**  
was affixed in the presence  
*Seal here*  
the authorised officers of the Council

*affix*

\_\_\_\_\_  
Member

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

'A'

## ACCESSION DEED

**Date of Deed**                      **The**                      **day of**                      **20**

Parties

---

### Incoming Member

Name

ABN:

Address

Contact

Email

---

### Company

**Northern Tasmania Development Corporation Limited**

### Recitals

- A      The Incoming Member desires to become a Member of the Company and the Company has agreed to admit the Incoming Member from the date of this Deed.

### Operative Part

---

#### 1.      **DEFINITIONS AND INTERPRETATION**

##### 1.1      **Definitions**

The following definitions apply unless the context requires otherwise.

**Accession Date** means the date by which the Member is admitted as a new Member of the Company.

**Members Agreement** means the members agreement deed dated ..... between the existing Members of the Company and the Company.

**Incoming Member** means the party described as such in the Parties details.

##### 1.2      **Members Agreement definitions**

Capitalised terms used in this Deed that are not otherwise defined in this Deed have the meaning given to those terms in the Members Agreement.

##### 1.3      **Interpretation**

This Deed, and words and expressions used in this deed, must be interpreted in the same manner as specified in the Members Agreement.



---

## **2. MEMBERS AGREEMENT**

### **2.1 Confirmation**

The Incoming Member confirms it has received a copy of the Members Agreement, the Company Constitution and any other information required by the Incoming Member in connection with this deed or the Members Agreement.

### **2.2 Incoming Member**

The Incoming Member covenants with the parties to the Members Agreement (whether original or by accession) to observe, perform and be bound by all terms of the Members Agreement and the Company Constitution to the intent and effect that the Incoming Member is taken from the Accession Date to be a party to the Members Agreement as a Member.

### **2.3 Amendments**

The Incoming Member's address for the purposes of the Members Agreement, until substituted in accordance with the Members Agreement, is the address set out in the details of the relevant party in this deed.

---

## **3. GENERAL**

### **3.1 Counterparts**

- (a) This deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one document.

### **3.2 Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that Party) required by law or reasonably requested by another party to give effect to this deed.

### **3.3 Severance**

If anything in this Deed is unenforceable, illegal or void then it is severed and the rest of this deed remains in force, unless the severance would change the underlying principal commercial purpose or effect of this deed.

### **3.4 No Merger**

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

---

## **4. GOVERNING LAW AND JURISDICTION**

### **4.1 Governing law**

The laws of Tasmania govern this deed.

### **4.2 Jurisdiction**

The parties submit to the non-exclusive jurisdiction of the courts of Tasmania.

Executed as a deed: [insert incoming member's execution clause]

# Quarterly Report

QUARTER ONE | JUL - SEP 2025



# TABLE OF CONTENTS

Strategic Plan on a Page	3
Introduction	4
Northern Tasmania in the News	5
Annual Workplan Update	6
Progress on Strategic Priorities	
1. Regional Development	7
2. Regional Collaborations	8
3. Meetings & Events	9
4. Gastronomy Northern Tasmania	10
5. Translink Intermodal Facility	11
6. Organisational Strength	12

## ACKNOWLEDGEMENT OF COUNTRY

Northern Tasmania Development Corporation acknowledges the palawa community of Northern lutruwita/Tasmania, the custodians of our country. We pay our respects to their elders, past, present and emerging.

This report has been prepared by NTDC.  
© Northern Tasmania Development Corporation LTD, 2025



# FINDING TRUE NORTH

*Navigating a sustainable future in Northern Tasmania*



## OUR VISION

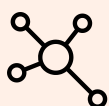
**Northern Tasmania is where people, ideas, businesses and industry thrive and grow**

## OUR PURPOSE

We grow Northern Tasmania by:

- Leading regional collaboration
- Achieving regional outcomes and strategic goals
- Advocating for Northern Tasmania
- Implementing our Regional Economic Development Strategy (REDS)
- Championing regional leadership and local governance
- Creating an enabling environment for communities and industry development
- Understanding that our community benefits from sustainable regional development

## OUR VALUES



**Connected**



**Clear**



**Creative**



**Curious**

## OUR STRATEGIC GOALS

### Regional Development

Guide regional development in Northern Tasmania by implementing and actioning the Regional Economic Development Strategy (REDS).

### Regional Collaboration

Work together to agree on and achieve regional outcomes and advocate for and advance regional priorities, strategies and policies.

### Organisational Strength

Develop a robust organisation with a sustainable financial position, a nurtured team, and value for members, industry and community.

## KEY PERFORMANCE INDICATORS

Strategic Leadership  
100% Support

Project Management  
≥ 95% OTAB

Engaged Membership  
≥ 100% Retention

Project Delivery  
≥ 12 Projects

Organisational Culture  
≥ 95% Support

Continually Improve  
≥ 80% Satisfaction

Enhanced Reputation  
≥ 85% Positive

Diversified Revenue  
> 50% Non-council

## Introduction

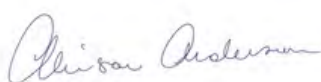
It's been another busy quarter for NTDC as we stepped into the financial year with gusto. As the state election settled us into another minority government, we have all been steeling ourselves for frugal times as warnings of a tight budget is foreshadowed across the state. Working collectively, the North has been able to provide a unified voice on what is most important to us, and as such we are as well placed as we can be to secure investment for the region.

Recognising that efficiency and efficacy are the order of the day, many of our projects have been laying the groundwork for solid infrastructure development. The population program has been shared with agencies and finalised, focusing on the major priorities of care provision for the old and young, attracting and keeping migrants and retaining our young people. The Regional Land Use Strategy has moved forward, finalising the regional strategic directions and initiating the infrastructure audit.

In the Gastronomy space, the delivery of AgriCULTURED was a resounding success – yet another exceptional event for the North delivered. This was supported by the launch of the Great2Go pilot program, building on our innovative roots and reinforcing the region's suitability to pilot the delivery of excellent programs. Congratulations to the delivery team and many thanks to the Gastronomy subcommittee and chair Paul Seaman for your commitment to harnessing the power of our UNESCO listing for the region.

The TRANSLink Intermodal Facility Project is steaming ahead with excellent engagement from stakeholders, led by our Manager of Major Projects, Jade Kaye. With the Business Case consultants procured, the project initiated and the advisory group formed and workshopping, the project is shaping up to be an exemplar of the type of project management NTDC can deliver with the right resources. We look forward to exploring further what the opportunities might be for the agency to better serve the region with this type of expertise in project management and coordination.

As always, thanks to our CEO Chris Griffin and the team as they continue to deliver our projects on time and on budget, managing many competing priorities and working hard to deliver results for the region.

A handwritten signature in blue ink that reads "Allison Anderson".

Dr Allison Anderson  
Chair



# Annual Workplan Update

	PROJECT	PROGRESS	STATUS
<b>Regional Development</b>	<ul style="list-style-type: none"> <li>Population Program</li> <li>NTRLUS review</li> <li>TRANSlink Intermodal Facility</li> </ul>	<ul style="list-style-type: none"> <li>Local and State government agencies consulted, final draft Population Program 2025 completed</li> <li>Regional Strategic Directions finalised</li> <li>Infrastructure Audit initiated</li> <li>NTRLUS steering committee and RPG meetings held</li> <li>Business Case procurement completed</li> <li>Business Case phase initiated</li> <li>Steering Committee &amp; Project Team meetings</li> <li>Advisory group workshop #2</li> <li>risk, environment and planning workflows continued</li> <li>Major Projects Conference - speaking opportunity</li> </ul>	On time  On time  On time
<b>Regional Collaboration</b>	<ul style="list-style-type: none"> <li>Gastronomy Northern Tas</li> <li>Regional Collaboration Forums</li> <li>Regional Advocacy</li> </ul>	<ul style="list-style-type: none"> <li>agriCULTURED event held 1-3 August</li> <li>Great2 Go pilot program launched</li> <li>ACCN Conference 2026 hosting secured</li> <li>Tamar Leaders Lunch - 30 July &amp; September</li> <li>State Election media event 11 July</li> </ul>	On time  On time  On time
<b>Organisation Strength</b>	<ul style="list-style-type: none"> <li>NTDC Annual Planning</li> <li>Member Representation</li> <li>Audit, Finance &amp; Risk</li> <li>NTDC Communications</li> </ul>	<ul style="list-style-type: none"> <li>External Audit completed</li> <li>Council CEOs/GMs meeting 11 July, 22 August</li> <li>AFR meetings held - 18 August</li> <li>External Audit completed</li> <li>Website build commenced</li> </ul>	On time  On time On time On time On time
<b>Next Quarter New Goals</b>	<ul style="list-style-type: none"> <li>Regional Future Vision</li> <li>NTDC Website renewal</li> <li>Population Program</li> <li>NTRLUS Review</li> <li>TransLink Intermodal</li> <li>MRG AGM meetings</li> <li>Member funding agreement renewal</li> <li>Gastronomy Northern Tas</li> </ul>	<ul style="list-style-type: none"> <li>Scope process with LGA members</li> <li>Launch new website (Dec)</li> <li>Release finalised program</li> <li>Infrastructure Audit concludes</li> <li>Community engagement commences</li> <li>Business Case, masterplan continuance</li> <li>To be held on 6 Nov</li> <li>Agree terms of 2026-2029 funding agreement with LGAs</li> <li>agriCULTURED 2026 funding secured</li> </ul>	

## REGIONAL DEVELOPMENT

*Guide regional  
economic development  
in Northern Tasmania*

### Regional Land Use Strategy Review

Combined with the State of Play work completed in quarter 1, the drafted Regional Strategic Directions completed across quarter 2 will guide the renewed regional land use strategy for the region.

This quarter also saw the NTRLUS Review Steering Committee provide leadership group aligned to a broader Statewide governance structure tasked with the delivery of a draft NTRLUS.

NTDC also initiated Phase 2 of the review, an infrastructure audit of the region. 60 Degree Pty was contracted to undertake this thorough analysis of enabling regional infrastructure. Following this phase, the drafting of NTRLUS will commence in the last quarter of 2025.



### Northern Population Program 2025

A final draft of the Northern Tasmania Population Program has been completed, following consultation with funding member councils and State government agencies.

Four prescribed strategic priority areas include:

- Retention of international migrants
- The geographical distribution of structural ageing
- Infrastructure and service provision for young families
- The impacts of population churn

Consultation with members identified key areas of focus by municipality and where shared priorities across councils could be combined into regional initiatives. Accompanying these areas will be regional action to; attract and retain new Tasmanian's to the region; advocacy for expanded child and aged care facilities; future workforce demand trend modelling; and facilitating a northern council population network.



## State Election Campaign Advocacy

NTDC's advocacy program for the 2025 state election has focused on the following key activity, much of this during July:

- Collaboration with funding members and industry associations
- Published prospectus for both Bass & Lyons (North) electorates
- Letters to State MPs seeking a regional strategic partnership
- Local news media events with funding members
- Newspaper and radio interviews

## Tamar Leaders Lunch Series

two Tamar Leaders Lunches were Cohosting between Launceston Chamber of Commerce and NTDC. with over 50 regional leaders joining us.

### July - kanamaluka/ Tamar Estuary, River Health Action Plan

speakers: Pam Allen, Louise Foster and Andrew Truscott

### October - Health & Inclusion

Speakers - John Kirwan, Donna Bain, Dr Prashanth Reddy



## Tamar Tourism Roundtable

Facilitated by Tourism Tasmania, NTDC joined Visit Northern Tasmania, West Tamar and George Town Councils and key industry partners to explore the future of tourism in our valley.

As council and industry leaders for the region, this roundtable provided the opportunity for us all to share our vision, challenges and opportunities and for a group of expert external observers to share what they had experienced during a field trip, test ideas and share insights.

## REGIONAL COLLABORATION

*Work together to  
achieve regional  
outcomes and advance  
regional priorities,  
strategies and policies.*

## MEETINGS AND COLLABORATIONS

*Advocate for our region with key influencers whilst gaining knowledge and sharing insights with shapers of our future prosperity*

### Meetings

Chris and Alli meet with a range of key influencers this quarter including the following meetings:

- TasPorts re Inspection Head
- Council meetings for Population program
- Cradle Coast Authority - regional alignment
- launceston Airport
- RDA Tasmania Board
- Events Tasmania
- Hospitality Tasmania - gastronomy
- City of Hobart - joint hosting of ACCN conference
- Brand Tasmania - population program partnership
- Dept State Growth - population program
- Infrastructure Tasmania - major projects
- Office of Coordinator General - major projects
- Minister of Infrastructure, Local Government & Planning
- Basslink Reference Group



### Events and Forums

This quarter was full of events and forums allowing us to share knowledge on our key priorities as well as hear from experts on areas of importance to our region:

- State Election Regional Priorities media event
- Great 2 Go Pilot program media launch
- agriCULTURED events
- Tamar Valley Tourism Roundtable
- Tasmanian Major Projects Conference - speaking opportunity
- Tamar Valley Leaders Lunch - 30 July
- Tamar Valley Leaders Lunch - 8 October

## agriCULTURED 31 July – 3 August

As custodians of this Tasmanian Festival of Gastronomy, NTDC couldn't be more proud of the team delivering this year's event.

Talks, tastings, workshops, gatherings, curated dinners, shared knowledge, unexpected encounters: agriCULTURED brings together people working with land, food and culture, asking big questions, and sharing real stories.



## Great 2 Go

NTDC was able to secure grant funding from Circular North and the Tasmanian Waste & Resource Reuse Board to fund a food waste pilot, aimed at reinventing the 'doggy bag' into an initiative to promote the need to reduce 'plate left over' waste from our restaurants and cafes. Featuring a fully compostable container and information for safe consumption of food within, the pilot will occur across the 2025/26 summer period.



## GASTRONOMY NORTHERN TASMANIA

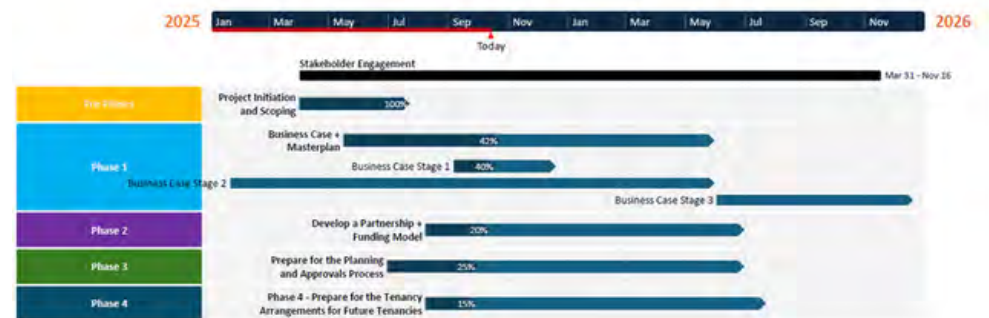
*Connecting the threads  
of food, farming,  
culture, creativity and  
community to shape a  
food future that is  
equitable, sustainable  
and uniquely  
Tasmanian.*



# TRANSLINK INTERMODAL FACILITY

NTDC's Major Project Management of the planning for a northern logistics precinct near Launceston Airport

## Progress Against Project Timeline



**Business Case:** An open tender process resulted in awarding the project to Cushman Wakefield. The business case kicked off formally in September achieving a significant milestone for the project. The business case template and checklist was developed in September, which was presented to Infrastructure Australia, TIF Project Team and TIF Steering Committee.

Stage 3 completion of the business case is now revised to 18 December 2026 compared to previous program of February 2026. The revised program is informed by Infrastructure Australia Assessment Framework, Treasury (SIIRP) and the appointment of the business case consultant.



**Risk:** Through the facilitation of workshops, over 100 new risks have been identified which will be scored and ranked as part of the probabilistic risk model.

**Environmental:** An approval pathway matrix is being developed in collaboration with the Strategic Planner which will establish a multi criteria assessment tool for identification of site options.

**Planning Approvals:** Planning approval options have been identified with assessments now commencing which adopt the objective criteria of the multi criteria assessment tool.

**Stakeholder and Community Engagement:** Stakeholder and community engagement on the project continues, with the second Advisory Group meeting was held in late September 2025 at Evandale.

## NTDC New Head Quarters!

After working remotely for the month of August, the NTDC team settled into its new home:

### Level 1 175-177 Charles Street (upstairs from RB Sellers)

This new space gives NTDC the professional facilities we need to meet our member and partner expectations, and provides for a great shared space for those visiting to 'hot desk' while they work with us.

All visitors welcome!



## Farewell Kamal Pokhrel

With a heart full of regret and joy, we said farewell to Kamal from the NTDC tribe. Kamal has been with us since early 2023 and has provided unwavering support and commitment to the NTDC team and Board.

On behalf of NTDC, we want to express our sincere thanks to Kamal for his time with us, supporting many projects, events, forums and initiatives. His commitment to collaborating to grow prosperity in our region has been evident to everyone who has spent time with him.



## ORGANISATIONAL STRENGTH

*Develop a robust organisation that achieves a sustainable financial position, values and develops our team, and creates value for our members, industry and community.*



## CONTACT US

PO BOX 603  
LEVEL 1, SUITE 1, 63 - 65 CAMERON ST  
LAUNCESTON, TASMANIA, 7250  
+61 400 338 410 | [ADMIN@NTDC.ORG.AU](mailto:ADMIN@NTDC.ORG.AU)  
[WWW.NTDC.ORG.AU](http://WWW.NTDC.ORG.AU)





## Policy 27 – Youth Policy

CM9 Ref: **DOC/21/4311**

Adopted: **20 December 2004**  
**Minute 204/04**

Version: **3**

Reviewed Date: **17 May 2021**

Council Minute No: **81/21**

### OBJECTIVE

---

To promote and provide support that benefits the health and wellbeing of youth residing in Dorset.

### POLICY

---

Dorset Council acknowledges the importance and benefit of young people participating fully in community life, both to their own benefit and the broader benefit of the community at large. To support healthy and productive youth engagement within the community, Council will:

- Provide targeted funding to support youth activity service providers, programs and events that allow young people to celebrate and enjoy being part of the Dorset community;
- Pursue funding opportunities that diversify and enhance the provision of recreational facilities and assets for young people and will broaden their engagement in recreational activity;
- Provide various school, apprenticeship/traineeship and tertiary scholarship opportunities that promote academic/skills growth and professional advancement;
- Pursue funding opportunities for training and development of youth to work within the Dorset community;
- Offer targeted work experience opportunities with Council;
- Participate with local organisations, local schools, service providers and employers to support youth benefitting initiatives and opportunities.



## **DRAFT Policy No. 27- Youth**

CM Ref: DOC/25/15472

Adopted: 20 December 2004  
Minute 204/04

Version: 4

Reviewed Date: 2025/2026

Author Jayne Miller, Director Community & Development Services

Responsible Officer Jayne Miller, Director Community & Development Services

## OBJECTIVE

**Dorset Vision 2032 - An inclusive, thriving and connected community.**

The purpose of the Policy is to acknowledge the importance of young people in our community by creating an environment where young people can further develop their skills and contribute to their community by:

- Outlining Councils commitment to young people
- Creating opportunities for young people through meaningful engagement
- Clarifying the role of Council in regard to youth focussed activities

## SCOPE

This policy applies to all Council services utilised by young people.

## LEGISLATION AND REFERENCES

*Local Government Act 1993 (Tas)*

*Child and Youth Safe Organisations Act 2023 (Tas)*

*OECD Youth Policy Toolkit 2024 - [OECD Youth Policy Toolkit](#) | [OECD](#)*

*Office for Youth: Engage! strategy 2024 - [Engage! strategy](#) - [Office for Youth, Australian Government](#)*

*Tasmanian Child and Youth Wellbeing Strategy - [It Takes a Tasmanian Village](#) | [Have Your Say](#) - [Wellbeing Tasmania](#)*

*The Nest Wellbeing Framework 2024 - [The Nest Wellbeing Framework](#) - [ARACY](#)*

## DEFINITIONS

Term	Definition
Advocate	To champion or protect the interest of individuals or groups
Apprenticeships or Traineeships	Formal training arrangements that combine work with study for a qualification in a trade or occupation
Child Safe Organisation	An organisation that prioritises the best interests of children and young people
Council	Dorset Council
Council Facilities/Assets	Properties, buildings, and facilities including parks and sporting facilities owned and managed by Council including those used by the public or available for hire
Evidence Based	The process of making decisions based on best available evidence and research
The Nest	An evidence-based framework to enhance the wellbeing of all children and young people

Youth/Young People	The age period between 12 to 25 years of age
Work Experience	Work experience is unpaid on the job training

## POLICY CONTEXT

The Tasmanian State Government's 2021 *Child and Youth Wellbeing Strategy – It takes a Tasmanian Village* contains six domains to guide its development and implementation. These domains are derived from *The Nest Wellbeing Framework*, an evidence-based framework for national child and youth wellbeing. This Policy recognises the six domains of *The Nest* and will consider these domains when making decisions that impact young people in our community:

- Healthy – promoting good physical and mental health
- Valued, Loved and Safe – valued in loving secure environments
- Material Basics – access to essentials like food, housing, transport and other essentials
- Learning – effective learning and development opportunities from early childhood through to adult life
- Participating – engaging young people in decision making processes that affect them
- Positive Sense of Identity and Culture – a strong sense of self and belonging including cultural identity and values

*Policy 61 - Safeguarding Children and Young People* outlines Council's commitment to creating and maintaining a Child Safe Organisation as well as Council's responsibilities toward the safeguarding of children and young people in our physical and online environments.

## POLICY ACTIONS

PROVIDE	PARTNER	PROMOTE
<ul style="list-style-type: none"> <li>• On a case-by-case basis, targeted funding opportunities to support youth activity programs and events that allow young people to celebrate and enjoy being part of the Dorset community</li> <li>• Apprenticeship, traineeship or work experience opportunities with Council</li> <li>• Tertiary scholarship opportunities that promote academic development</li> <li>• Practices within Council support the inclusion and engagement of young people in strategy development or planning for future assets</li> <li>• Young people the opportunity to participate in artistic and cultural opportunities led by Council</li> </ul>	<ul style="list-style-type: none"> <li>• Foster relationships and partnerships with community stakeholders and different tiers of government to create new opportunities for young people in the Council area</li> <li>• Participate with local organisations, local schools, service providers and employers to support youth benefitting initiatives and opportunities.</li> <li>• Aligned with Council's plans and strategies, seek external funding opportunities to diversify and enhance the provision of recreational facilities and assets for young people to increase engagement in recreational activity</li> </ul>	<ul style="list-style-type: none"> <li>• Advocate for young people at relevant forums and providing advice to other levels of government</li> <li>• Volunteering opportunities that engage younger people to assist them to be actively involved in our community</li> <li>• Celebrate or acknowledge days of significance for young people</li> <li>• Advocate for stakeholder funding in the provision of Youth Services</li> </ul>

- An effective response to the changing needs of young people in our community

## RISK ASSESSMENT

This Policy will provide guidance to Council when allocating resources to youth engagement activities, and when seeking to partner with other organisations. This policy will also provide the Dorset Councils young people, wider community, and potential funding partners with a clear statement on the role of Council in supporting youth engagement and participation.

## RELATED DOCUMENTS

- Dorset Council Strategic Plan 2023 – 2032
- Dorset Council Priority Projects Plan 2023-2025
- Policy 39 – Community Consultation and Communications
- Policy 61 - Safeguarding Children and Young People
- Policy 63 – Event Funding
- Tasmanian Government Child and Youth Wellbeing Strategy – It takes a Tasmanian Village 2021
- The Nest Wellbeing Framework “What’s in The Nest?” 2024

## IMPLEMENTATION AND REVIEW

This policy will be reviewed every four years from the date of adoption.

## DOCUMENT INFORMATION

Version	Doc Ref	Date Reviewed	Author	Comments
4	DOC/25/15472		Jayne Miller	New Policy Template Used

# ENGAGEMENT PLAN

## Policy No. 27 Youth | Dorset Council

### Background Information

Policy No. 27 - Youth (the Policy) was adopted by Council in May 2021. It is scheduled on the 2025-2026 Annual Plan for review by May 2026.

Council invites the community to participate in this Policy review by providing feedback on the draft Policy 27 – Youth Policy over a three-week timeframe.

The intent is to **CONSULT** with young people and the community.

Consult	
<b>Goal</b>	Obtain feedback from the community
<b>Promise</b>	Council will gather feedback and make any changes to the Policy as required Council will provide outcomes of the feedback to the Community
<b>Techniques</b>	Website, social media, media releases, online form, hardcopy form, Council reports, email, newsletters

### Consultation Plan

Timeline	Medium	Action
<b>October</b>	Child Safe Standards Working Group	Present draft Policy, Briefing Paper and Consultation Plan for feedback
<b>October</b>	Management Team	Present draft Policy, Briefing Paper and Consultation Plan for feedback
<b>November 2025</b>	Council Workshop	Present draft Policy, Briefing Paper and Consultation Plan
<b>December 2025 – January 2026</b>	Major Projects/Your Say Page	Establish a project page
<b>Feedback Period Opens Monday 16 February 2026</b>		
<b>February 2026</b>	School Newsletters	Provide link to information through local schools and encourage students, parents, and staff to provide feedback
<b>February 2026</b>	Meeting	Agenda item at Youth Advisory Meeting – Bright Dorset (date TBC)
<b>February 2026</b>	Media Release	Media Statement outlining the draft Policy and how the community can provide feedback
<b>February 2026</b>	Hard Copy Feedback Form	Available at front counter in Council Office  Where possible, make available at School Reception areas
<b>February 2026</b>	Online Feedback Form	Council Website
<b>February 2026</b>	Social Media	Outlining the intent of the new Policy and how the community can provide feedback
<b>February 2026</b>	Email	Email local community organisations encouraging feedback

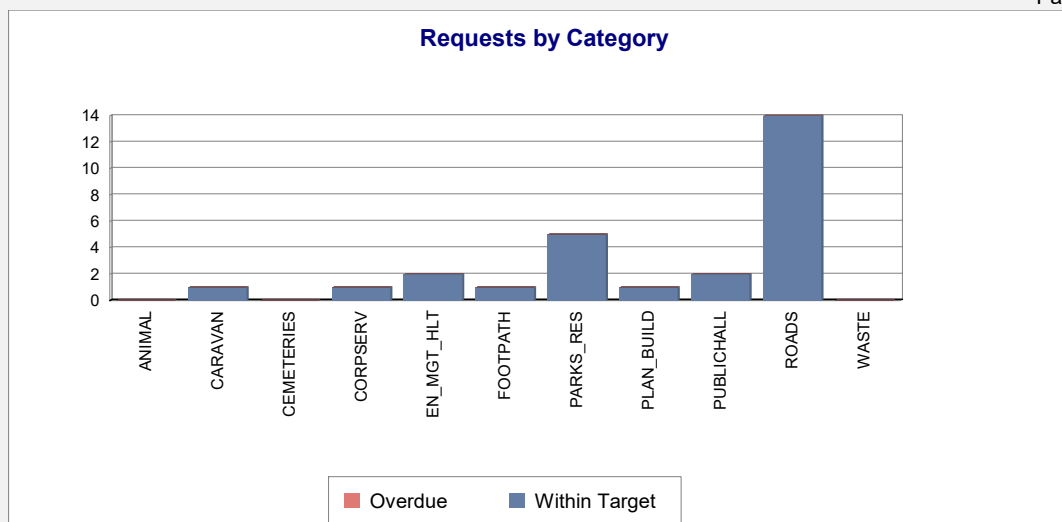
**Feedback Period Closes Friday 7 March 2026**

<b>April 2026</b>	Council Workshop	Present outcomes from community feedback via a “what we heard report” as well as any proposed updates to the Policy
<b>April/May 2026</b>	Council Report	Final Policy is presented to Council for endorsement
<b>April/May 2026</b>	Media Release	Media statement announcing adoption of the Policy and thanking all contributors
<b>April/May 2026</b>	Social Media	Announce adoption of the Policy
<b>April/May 2026</b>	Website	Policy uploaded to Council Website

**Stakeholder Mapping**

<b>Stakeholder</b>	<b>Level of Interest</b>	<b>Nature of Interest</b>	<b>Stakeholder Expectations</b>	<b>Method</b>
Dorset Community House Youth Advisory Committee	High	Funded to deliver a youth focussed project for the Dorset Council area	That they will have a meaningful opportunity to provide feedback on the Policy	Agenda Item at Advisory Meeting
Media	High	General information on Council's Policy position	Media release	Media Release
Local Young People	High	Directly affected by the Policy	Communication and an opportunity to participate	School Newsletter Social Media
Parents and key stakeholders	High	Have a vested interest	Communication and an opportunity to participate	School Newsletter Social Media Email
Dorset Councillors	High	Policy decision maker	Are engaged and updated throughout the process	Workshops Reports Councillor Updates
Other community stakeholders	Medium	Have a general interest	Awareness of the opportunity to participate	Social Media Council Newsletter Email
Local Community	Medium	Have a general interest	Awareness of the opportunity to participate	Social Media Council Newsletter





## Customer Request Summary by Category

For period 1/12/2025 to 31/12/2025

Double click onto the Minor Category to access Request detail

Dorset A7 \*live\*

Report Created: 6/01/2026 8:29:51AM

Major / Minor Category	New	Closed	Within Tgt	%	Overdue	%
<b>Animals</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>
Dog Attack	1	0	0	0%	0	0%
Barking Dog	1	0	0	0%	0	0%
<b>Caravan Parks</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>50%</b>	<b>0</b>	<b>0%</b>
Branxholm Caravan Park Maintenance	1	0	0	0%	0	0%
Bridport Caravan Park Maintenance	1	1	1	100%	0	0%
<b>Cemeteries</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>
Moorina Cemetery Maintenance	1	0	0	0%	0	0%
<b>Corporate Services General</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Rates Enquiries	1	1	1	100%	0	0%
<b>Environmental Management and Health</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>50%</b>	<b>0</b>	<b>0%</b>
Fire Hazards	2	2	2	100%	0	0%
Environmental Management & Health General Enquiries	1	0	0	0%	0	0%
Noise Pollution	1	0	0	0%	0	0%
<b>Footpath Enquiries</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>50%</b>	<b>0</b>	<b>0%</b>
Bridport Footpath Maintenance	1	1	1	100%	0	0%
Urban Footpath Maintenance	1	0	0	0%	0	0%
<b>Parks &amp; Reserves</b>	<b>6</b>	<b>5</b>	<b>5</b>	<b>83%</b>	<b>0</b>	<b>0%</b>
Bridport Parks and Reserves Maintenance	1	1	1	100%	0	0%
Scottsdale Parks and Reserves Maintenance	2	1	1	50%	0	0%

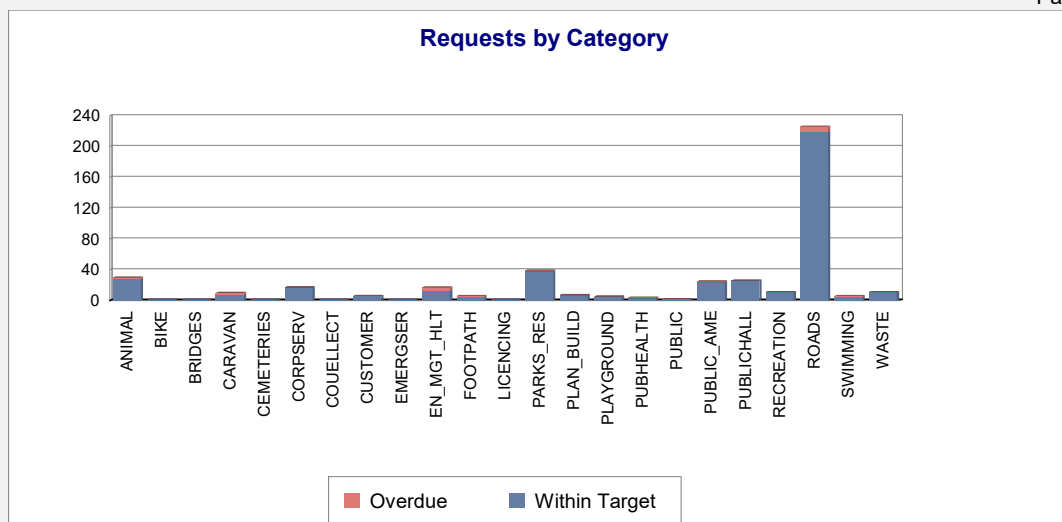
For period 1/12/2025 to 31/12/2025

Double click onto the Minor Category to access Request detail

Dorset A7 \*live\*

Report Created: 6/01/2026 8:29:51AM

Major / Minor Category	New	Closed	Within Tgt	%	Overdue	%
<b>Parks &amp; Reserves</b>	<b>6</b>	<b>5</b>	<b>5</b>	<b>83%</b>	<b>0</b>	<b>0%</b>
Urban Parks and Reserves Maintenance	3	3	3	100%	0	0%
<b>Planning &amp; Building Services</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Building Enquiries	1	1	1	100%	0	0%
<b>Public Halls Buildings</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>67%</b>	<b>0</b>	<b>0%</b>
Bridport Public Hall Maintenance	1	1	1	100%	0	0%
Council Office Maintenance	1	0	0	0%	0	0%
Nugget Sellars Hall Maintenance	1	1	1	100%	0	0%
<b>Roads</b>	<b>28</b>	<b>14</b>	<b>14</b>	<b>50%</b>	<b>0</b>	<b>0%</b>
Bridport Roads - Mowing and Slashing	1	0	0	0%	0	0%
Bridport Roads - Stormwater Maintenance	1	1	1	100%	0	0%
Bridport Roads - Tree and Vegetation Maintenance	1	1	1	100%	0	0%
Rural Roads - Maintenance	8	5	5	63%	0	0%
Rural Roads - Signage & Guide Post Maintenance	2	2	2	100%	0	0%
Rural Roads - Tree and Vegetation Maintenance	1	1	1	100%	0	0%
Rural Roads - Mowing and Slashing	5	2	2	40%	0	0%
Scottsdale Roads - Mowing and Slashing	1	0	0	0%	0	0%
Scottsdale Roads - Stormwater Maintenance	2	1	1	50%	0	0%
Scottsdale Roads - Tree and Vegetation Maintenance	3	1	1	33%	0	0%
Urban Roads - Maintenance	2	0	0	0%	0	0%
Urban Roads - Speed Limit Enquiries	1	0	0	0%	0	0%
<b>Waste Management</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>
Waste Management Enquiries	1	0	0	0%	0	0%
<b>GRAND TOTAL</b>	<b>51</b>	<b>27</b>	<b>27</b>	<b>53%</b>	<b>0</b>	<b>0%</b>



## Customer Request Summary by Category

For period 1/01/2025 to 31/12/2025

Double click onto the Minor Category to access Request detail

Dorset A7 \*live\*

Report Created: 6/01/2026 8:47:48AM

Major / Minor Category	New	Closed	Within Tgt	%	Overdue	%
<b>Animals</b>	<b>39</b>	<b>29</b>	<b>28</b>	<b>72%</b>	<b>2</b>	<b>5%</b>
Animal Enquiry	16	12	11	69%	2	13%
Dog Attack	3	2	2	67%	0	0%
Barking Dog	17	13	13	76%	0	0%
Dog Enquiry	3	2	2	67%	0	0%
<b>Bike Trails</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Derby Bike Trails Maintenance	1	1	1	100%	0	0%
<b>Bridges</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Bridge Maintenance - Timber	1	1	1	100%	0	0%
<b>Caravan Parks</b>	<b>11</b>	<b>10</b>	<b>8</b>	<b>73%</b>	<b>2</b>	<b>18%</b>
Bridport Holiday Park	1	1	1	100%	0	0%
Bransholm Caravan Park Maintenance	1	0	0	0%	0	0%
Bridport Caravan Park Maintenance	1	1	1	100%	0	0%
Caravan Parks Enquiries	4	4	2	50%	2	50%
Caravan Parks Maintenance	4	4	4	100%	0	0%
<b>Cemeteries</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>50%</b>	<b>0</b>	<b>0%</b>
Cemeteries Maintenance	1	1	1	100%	0	0%
Moorina Cemetery Maintenance	1	0	0	0%	0	0%
<b>Corporate Services General</b>	<b>17</b>	<b>17</b>	<b>17</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Corporate Services General Enquiries	4	4	4	100%	0	0%
Insurance Claims	1	1	1	100%	0	0%

For period 1/01/2025 to 31/12/2025

Double click onto the Minor Category to access Request detail

Dorset A7 \*live\*

Report Created: 6/01/2026 8:47:48AM

Major / Minor Category	New	Closed	Within Tgt	%	Overdue	%
<b>Corporate Services General</b>	<b>17</b>	<b>17</b>	<b>17</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Information Technology Enquiries	2	2	2	100%	0	0%
Rates Enquiries	10	10	10	100%	0	0%
<b>Council Elections</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Council Elections Enquiries	1	1	1	100%	0	0%
<b>Customer Service</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Customer Service General Enquiries	6	6	6	100%	0	0%
<b>Emergency Services</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Emergency Services Enquiries	1	1	1	100%	0	0%
<b>Environmental Management and Health</b>	<b>22</b>	<b>17</b>	<b>13</b>	<b>59%</b>	<b>4</b>	<b>18%</b>
Fire Hazards	14	12	10	71%	2	14%
Environmental Management & Health General Enquiries	2	1	1	50%	0	0%
Noise Pollution	6	4	2	33%	2	33%
<b>Footpath Enquiries</b>	<b>9</b>	<b>6</b>	<b>5</b>	<b>56%</b>	<b>1</b>	<b>11%</b>
Bridport Footpath Maintenance	3	2	2	67%	0	0%
Scottsdale Footpath Maintenance	1	0	0	0%	0	0%
Urban Footpath Maintenance	5	4	3	60%	1	20%
<b>Licencing</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Food Premises Licences Enquiries	1	1	1	100%	0	0%
<b>Parks &amp; Reserves</b>	<b>41</b>	<b>38</b>	<b>38</b>	<b>93%</b>	<b>1</b>	<b>2%</b>
Bridport Parks and Reserves Maintenance	1	1	1	100%	0	0%
Parks & Reserves Enquiries	3	3	3	100%	1	33%
Parks & Reserves Maintenance	31	29	29	94%	0	0%
Playground Maintenance	1	1	1	100%	0	0%
Scottsdale Parks and Reserves Maintenance	2	1	1	50%	0	0%
Urban Parks and Reserves Maintenance	3	3	3	100%	0	0%
<b>Planning &amp; Building Services</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Building Enquiries	5	5	5	100%	0	0%
Planning Enquiries	2	2	2	100%	0	0%
<b>Playground Maintenance</b>	<b>6</b>	<b>5</b>	<b>5</b>	<b>83%</b>	<b>0</b>	<b>0%</b>
Scottsdale Playground Maintenance	1	1	1	100%	0	0%
Urban Playground Maintenance	5	4	4	80%	0	0%
<b>Public Health</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>75%</b>	<b>1</b>	<b>25%</b>
Pollution	3	3	2	67%	1	33%

For period 1/01/2025 to 31/12/2025

Double click onto the Minor Category to access Request detail

Dorset A7 \*live\*

Report Created: 6/01/2026 8:47:48AM

Major / Minor Category	New	Closed	Within Tgt	%	Overdue	%
<b>Public Health</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>75%</b>	<b>1</b>	<b>25%</b>
Water Safety	1	1	1	100%	0	0%
<b>Public</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>100%</b>	<b>0</b>	<b>0%</b>
Online Enquiries	2	2	2	100%	0	0%
<b>Public Amenities</b>	<b>26</b>	<b>25</b>	<b>24</b>	<b>92%</b>	<b>1</b>	<b>4%</b>
Public Amenities General Enquiries	3	2	2	67%	0	0%
Public Amenities Maintenance	22	22	21	95%	1	5%
Scottsdale Public Amenities Maintenance	1	1	1	100%	0	0%
<b>Public Halls Buildings</b>	<b>28</b>	<b>26</b>	<b>26</b>	<b>93%</b>	<b>0</b>	<b>0%</b>
Bridport Public Hall Maintenance	1	1	1	100%	0	0%
Council Office Maintenance	1	0	0	0%	0	0%
Nugget Sellars Hall Maintenance	1	1	1	100%	0	0%
Public Halls Buildings Maintenance	24	24	24	100%	0	0%
Urban Public Hall Maintenance	1	0	0	0%	0	0%
<b>Recreation Grounds</b>	<b>16</b>	<b>11</b>	<b>11</b>	<b>69%</b>	<b>0</b>	<b>0%</b>
Recreation Grounds Enquiries	1	1	1	100%	0	0%
Recreation Grounds Maintenance	13	10	10	77%	0	0%
Scottsdale Recreation Ground Maintenance	2	0	0	0%	0	0%
<b>Roads</b>	<b>256</b>	<b>225</b>	<b>219</b>	<b>86%</b>	<b>7</b>	<b>3%</b>
Bridport Roads - Mowing and Slashing	2	1	1	50%	0	0%
Bridport Roads - Maintenance	2	1	0	0%	1	50%
Bridport Roads - Stormwater Maintenance	2	2	1	50%	1	50%
Bridport Roads - Tree and Vegetation Maintenance	1	1	1	100%	0	0%
Roads Enquiries	6	6	5	83%	1	17%
Rural Roads - Kerb & Gutter Maintenance	4	4	4	100%	0	0%
Rural Roads - Maintenance	58	53	53	91%	1	2%
Roads Rural - Potholes/Patching Maintenance	22	22	22	100%	0	0%
Roads Rural - Shoulder Maintenance	5	4	4	80%	0	0%
Rural Roads - Signage & Guide Post Maintenance	10	10	10	100%	0	0%
Rural Roads - Spraying and Pest Control	4	4	4	100%	0	0%
Rural Roads - Tree and Vegetation Maintenance	29	28	27	93%	1	3%
Rural Roads - Mowing and Slashing	13	10	10	77%	0	0%
Scottsdale Roads - Mowing and Slashing	1	0	0	0%	0	0%
Scottsdale Roads - Maintenance	3	1	1	33%	0	0%
Scottsdale Roads - Spray and Pest Control	1	1	1	100%	0	0%
Scottsdale Roads - Stormwater Maintenance	3	1	1	33%	0	0%
Scottsdale Roads - Tree and Vegetation Maintenance	4	1	1	25%	0	0%

For period 1/01/2025 to 31/12/2025

Double click onto the Minor Category to access Request detail

Dorset A7 \*live\*

Report Created: 6/01/2026 8:47:48AM

Major / Minor Category	New	Closed	Within Tgt	%	Overdue	%
<b>Roads</b>	<b>256</b>	<b>225</b>	<b>219</b>	<b>86%</b>	<b>7</b>	<b>3%</b>
Stormwater Maintenance	15	15	14	93%	1	7%
Urban Roads - Maintenance	3	1	1	33%	0	0%
Urban Roads - Speed Limit Enquiries	2	1	1	50%	0	0%
Urban Roads - Spray and Pest Control	1	0	0	0%	0	0%
Urban Roads - Stormwater Maintenance	1	0	0	0%	0	0%
Urban Roads - Tree and Vegetation Maintenance	3	2	1	33%	1	33%
Roads Urban - Footpath Maintenance	23	20	20	87%	0	0%
Roads Urban - Garden Bed Maintenance	2	2	2	100%	0	0%
Roads Urban - Maintenance	22	20	20	91%	0	0%
Roads Urban - Spraying/Pest Plant Control	4	4	4	100%	0	0%
Roads Urban - Tree/Vegetation Maintenance	7	7	7	100%	0	0%
Roads Urban - Verge Mowing/Slashing	3	3	3	100%	0	0%
<b>Swimming Pools</b>	<b>7</b>	<b>6</b>	<b>5</b>	<b>71%</b>	<b>1</b>	<b>14%</b>
Scottsdale Aquatic Centre ( pool )	1	1	0	0%	1	100%
Swimming Pools Maintenance	6	5	5	83%	0	0%
<b>Waste Management</b>	<b>12</b>	<b>11</b>	<b>11</b>	<b>92%</b>	<b>0</b>	<b>0%</b>
Waste Collection Issues	1	1	1	100%	0	0%
Littering	2	2	2	100%	0	0%
Waste Management Enquiries	6	5	5	83%	0	0%
Wheelie Bin Changes	3	3	3	100%	0	0%
<b>GRAND TOTAL</b>	<b>516</b>	<b>451</b>	<b>434</b>	<b>84%</b>	<b>20</b>	<b>4%</b>



## DORSET COUNCIL

### Planning Approvals - December 2025

DEV-2025/39	Measured Design 24 William ST BRIDPORT	Lodged 06/05/2025 Value of Works - \$350,000	Additions and alterations to a single dwelling Determined APPD on 04/12/2025
DEV-2025/48	Mr M P Hartley 5 Elvie CT BRIDPORT	Lodged 26/05/2025 Value of Works - \$450,000	Determined APPD on 04/12/2025
DEV-2025/65	Mr L Gofton 17 Mary ST BRIDPORT	Lodged 16/07/2025 Value of Works - \$56,000	Construction of New Garage/Shed Determined APPD on 23/12/2025
DEV-2025/80	6ty Pty Ltd 28 Emily ST BRIDPORT	Lodged 22/08/2025 Construction of a fire station and associated works, including vegetation Value of Works - \$1,200,000	Determined APPD on 09/12/2025
DEV-2025/99	Coactive Building Design 37 Henry ST BRIDPORT	Lodged 27/10/2025	Change of Use to Visitor Accommodation Determined APPD on 08/12/2025
DEV-2025/101	Mr M J Burrows 63 Arthur ST SCOTTSDALE	Lodged 04/11/2025 Demolition of existing dwelling and construction of three (3) multiple Value of Works - \$250,000	Determined APPD on 22/12/2025

DEV-2025/109	Plans to Build 113 Westwood ST BRIDPORT	Lodged 18/11/2025 Value of Works - \$40,000	Permitted demolition (clause 7.9 of the Scheme) Determined APPD on 04/12/2025
SUB-2025/1352	Design to Live 63 Richard ST BRIDPORT	Lodged 20/11/2025 Value of Works - \$800,000	Demolition of dwelling, Subdivision of 1 lot into 4 lots and construction of a single dwelling and outbuilding Determined APPD on 22/12/2025
DEV-2025/114	Optimo Awnings Northern Pty Ltd 65 Richard ST BRIDPORT	Lodged 01/12/2025 Value of Works - \$9,728	Residential: Dwelling Extension - Awning Determined APPD on 15/12/2025

## **DORSET COUNCIL**

### **Building Approvals - December 2025**

OTH-2025/74	Bison Constructions	Lodged 17/12/2025	New Farm Shed
	36056 Tasman HWY SPRINGFIELD	Value of Works - \$125,400	Determined APPR on 17/12/2025