

**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**

**2.1 ORDINARY COUNCIL MEETING HELD 16 DECEMBER 2026.....2**  
    **2.1.1 2025 12 16 Ordinary Council Meeting - Unconfirmed Minutes - Public Copy ....2**

**8.2 NORTHERN TASMANIA DEVELOPMENT CORPORATION (NTDC) FUNDING AGREEMENT 2026-2029.....54**  
    **8.2.1 Members Agreement - Final 12.01.2026.....54**

**10.1 GEORGE TOWN COUNCIL AUDIT PANEL COMMITTEE CONFIRMED MINUTES..86**  
    **10.1.1 Audit Panel Signed Confirmed Minutes 22 October 2025.....86**

**10.2 REVIEW OF THE AUDIT PANEL CHARTER.....90**  
    **10.2.1 Amended Audit Panel Charter Review .....90**

**16.1 GEORGE TOWN HEALTH AND WELLBEING COMMITTEE MINUTES 6 OCTOBER 2025 .....100**  
    **16.1.1 Health And Wellbeing Committee Minutes - 3-10-25.....100**

George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda



## GEORGE TOWN COUNCIL UNCONFIRMED MINUTES

Minutes of the Ordinary Council Meeting  
held on **Tuesday 16 December 2025**

in the Council Chambers,  
16-18 Anne Street, George Town,

commencing at **1:00 pm.**

*All documents presented, and recordings (audio) of this meeting are made available to the public in accordance with the Local Government Act 1993, and Local Government (Meeting Procedures) Regulations 2025.*

*The public are requested to pre-register if attending this meeting of Council.*

Shane Power  
**GENERAL MANAGER**

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**TABLE OF CONTENTS**

<b>1 PRESENT</b> .....	<b>6</b>
<b>1.1 Apologies And Leave Of Absence</b> .....	<b>6</b>
<b>1.2 In Attendance</b> .....	<b>6</b>
<b>2 CONFIRMATION OF MINUTES</b> .....	<b>7</b>
<b>2.1 Ordinary Council Meeting Held 25 November 2025</b> .....	<b>7</b>
<b>3 LATE ITEMS</b> .....	<b>8</b>
<b>4 DECLARATIONS OF INTEREST</b> .....	<b>9</b>
<b>5 PUBLIC QUESTION TIME</b> .....	<b>9</b>
<b>5.1 Public Question Time Procedure</b> .....	<b>9</b>
<b>5.2 Public Questions On Notice</b> .....	<b>10</b>
<b>5.3 Public Question Time</b> .....	<b>11</b>
<b>5.4 Response To Questions From Previous Public Question Time</b> .....	<b>16</b>
<b>6 GENERAL MANAGER'S DECLARATION</b> .....	<b>25</b>
<b>7 PLANNING AUTHORITY</b> .....	<b>26</b>
<b>7.1 DA 2025/57 - 5 Lord Liverpool Drive, LOW HEAD - Residential (Single Dwelling &amp; Outbuilding)</b> .....	<b>26</b>
<b>7.2 DA 2025/67 - 81-99 Low Head Road, LOW HEAD - Residential (Additions And Alterations To Dwelling) And Visitor Accommodation (Cabins X17 And Support Buildings)</b> .....	<b>29</b>
<b>7.3 DA 2025/15 - Lot 2, Bridport Road, PIPERS RIVER - Utilities (Solar Farm)</b> .....	<b>34</b>
<b>8 OFFICE OF GENERAL MANAGER</b> .....	<b>40</b>
<b>8.1 Council Workshops November And December 2025</b> .....	<b>40</b>
<b>8.2 Annual General Meeting Guidelines</b> .....	<b>41</b>
<b>9 INFRASTRUCTURE AND DEVELOPMENT</b> .....	<b>42</b>
<b>9.1 Community Energy Upgrades Fund</b> .....	<b>42</b>
<b>10 CORPORATE AND COMMUNITY</b> .....	<b>43</b>
<b>11 STRATEGY, PERFORMANCE AND DEVELOPMENT</b> .....	<b>44</b>
<b>12 OFFICE OF THE MAYOR</b> .....	<b>45</b>

---

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

12.1 Matters Of Involvement - Mayor, Deputy Mayor And Councillors .....	45
13 PETITIONS.....	47
14 NOTICES OF MOTIONS .....	48
14.1 Existing Conditions Road Safety Audit And Speed Limit Assessment And Local Area Traffic Management Advice - Cr Orr.....	48
15 COUNCILLORS' QUESTIONS WITH OR WITHOUT NOTICE.....	49
16 CLOSED MEETING.....	51
16.1 Into Closed Meeting.....	51
17 CLOSURE .....	52

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**Meeting Commenced at 1:00 pm**

**Acknowledgement of Country**

*George Town Council acknowledges the palawa people from the Iitarimirina tribe from Port Dalrymple as the traditional custodians of the land.*

*We honour and give thanks for the caring of country, seas and skies of kinimathatakinta and surrounds.*

*We pay respect to the elders past, present and future for they hold the memories, traditions, culture and hope of pakana people in lutruwita.*

*Chair requested that a minute silence be observed for the tragedy that occurred at Bondi Beach.*

*The meeting held a minute silence.*

**AUDIO RECORDING OF COUNCIL MEETINGS**

The public is advised that it is **Council Policy** to record the proceedings of meetings of Council on digital media to assist in the preparation of Minutes, and to clarify any queries relating to the Minutes that is raised during a subsequent meeting under the section "Confirmation of Minutes".

The recording does not replace the written Minutes and a transcript of the recording will not be prepared.

All meetings of the Council shall be digitally recorded as provided for by Regulation 43 of the Local Government (Meeting Procedures) Regulations 2025 except for the proceedings of meetings or parts of meetings closed to the public in accordance with Regulation 17(2).

In accordance with the requirements of Council's Audio Recording of Council Meetings Policy GTC 1, members of the public are not permitted to make audio recordings of Council meetings.

*The community are requested to pre-register to attend this meeting of Council.*

*All documents presented, and recordings (audio) of this meeting are made available to the public in accordance with the above Act and Notice, and the standard applicable provisions of the Local Government Act 1993, and Local Government (Meeting Procedures) Regulations 2025.*

---

Page | 4

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

*The Chairperson advised the meeting that:*

- (a) an audio is being made of the meeting; and*
- (b) all persons attending the meeting are to be respectful of, and considerate towards, other persons attending the meeting; and*
- (c) language and conduct at the meeting that could be perceived as offensive, defamatory or threatening to a person attending the meeting, or listening to the recording, is not acceptable.*

---

Page | 5

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**1 PRESENT**

Mayor Cr Greg Kieser, Chairperson  
Deputy Mayor Cr Greg Dawson  
Cr Winston Archer  
Cr Heather Ashley  
Cr Heather Barwick  
Cr Tim Harris  
Cr Simone Lowe  
Cr Winston Mason  
Cr Jason Orr

**1.1 APOLOGIES AND LEAVE OF ABSENCE**

Nil.

**1.2 IN ATTENDANCE**

General Manager - Mr S Power  
Director Corporate & Community - Mrs C Hyde  
Director Operational Performance, Strategy & Engagement - Mr R Dunn  
Director Infrastructure & Development - Mr A McCarthy  
Senior Executive Support and Governance Officer - Ms L Dickenson  
Administrative Officer - Governance - Ms C Roach

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**2 CONFIRMATION OF MINUTES**

**2.1 ORDINARY COUNCIL MEETING HELD 25 NOVEMBER 2025**

**Minute No. 171/25**

**DECISION**

Moved: Cr Dawson  
Seconded: Cr Orr

That the Minutes of Council's Ordinary Meeting held on 25 November 2025 numbered 156/25 to 167/25 as provided to Councillors be received and confirmed as a true record of proceedings.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe,  
Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

---

Page | 7

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**3 LATE ITEMS**

Nil.

---

Page | 8

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**4 DECLARATIONS OF INTEREST**

Nil.

**5 PUBLIC QUESTION TIME**

**5.1 PUBLIC QUESTION TIME PROCEDURE**

*[Refer to Minute No. 243/16. The period set aside for public question time will be at least 15 minutes. Questions given on notice will be addressed first. Once questions on notice have been addressed, persons who have registered their interest to ask a question will be called to do so in the order in which they have registered. Persons attending Council meetings will have the opportunity to register their interest to ask a question without notice prior to the commencement of the meeting. Council staff will be on hand to assist with this process.*

*Participants cannot ask more than 2 questions in a row with a maximum of 2 minutes per question. If a person has more than (2) questions, they will be placed at the 'end of the queue' and may, if time permits, ask their further questions once all other persons have had an opportunity to ask questions. Persons who have not registered their interest to ask a question will be given an opportunity to do so following all those who have registered. All questions must be directed to the Chairperson.*

*For further information on Council's Public Question Time Rules and Procedure, please refer to George Town Council Public Question Time Policy GTC13.*

*Questions asked and answers provided may be summarised in the Minutes of the meeting.*

---

*Council requests that members of the public pre-register to attend meetings of Council.*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**5.2 PUBLIC QUESTIONS ON NOTICE**

**Ms M. Bodman**

DA 2025-67 Marion Villa 81-99 Low Head Road, Low Head – Additions & Dwelling and Visitor Accommodation by Applicant FTB Group Pty Ltd

- Q1. Is a 1.7 hectare State Heritage site at Marion Villa suitable for 17 cottages given that the Low Head Pilot Station has a much smaller number of cottages (6) on a much larger site and given that the Piermont Retreat waterfront property on the East Coast of Tasmania has only 15 cottages spread over 100 hectares?

Response

*The proposed use and development of the land at Marion Villa is detailed in Agenda Item 7.2 for 81-99 Low Head Road) Residential (Additions and Alterations to Dwelling) and Visitor Accommodation (Cabins x17 and Support Buildings). When Council acts as a Planning Authority, it is required to assess the application, as submitted, against the applicable provisions of the planning scheme. Use and development at Low Head Pilot Station or Piermont Retreat are not relevant to the subject site or an assessment against the Tasmanian Planning Scheme – George Town.*

- Q2. Will there be restrictions on other tourist park paraphernalia such as jetties, concrete footpaths, wind breaks, sundecks, jet skis, kayak and canoe stations be restricted on the shoreline of an irreplaceable Tasmanian heritage listed building with its 1870's fish farms directly in front?

Response

*When Council acts as a Planning Authority, it is required to assess the application, as submitted, against the applicable provisions of the planning scheme. The application does not include any structures or use in the foreshore reserve which is owned and managed by the Department of Natural Resources and the Environment. While the recommendation does not prohibit these things, it also does not provide approval for these things. No jetties, boat ramps, sundecks, jet ski facilities, kayak/canoe stations or similar structures on the shoreline form part of this application and assessment and will not be included in any permit, should the application be approved. The adjoining foreshore is zoned Environmental Management, and any structures or works in that area will require separate consent from the Crown and likely require a separate planning assessment and approval.*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**5.3 PUBLIC QUESTION TIME**

Commenced at: 1.05 pm

Concluded at: 1.24 pm.

**Mrs Annabel Richards, Low Head**

- Q1. Should historical evidence relating to Marion Villa preclude the large development proposed, as this significant residence is an important part of the Georgetown-Low Head historical precinct which must be preserved at all costs for further research and preservation?

*The Chair advised that the planner's response is as follows. The application has been referred to Heritage Tas, who have provided conditional approval. Council has undertaken a planning assessment. In this instance heritage values do not play a role in Council's assessment against the planning scheme.*

- Q2. Is the project suitable for a small site adjacent to an important estuarine bird nesting habitat, and surrounded by Tea-tree vital to the health of the groundwater entering such habitat?

*Tea-tree provides a carbon sink, clean water & air. Tea-tree forms colonies which support one another. Tea-tree is irreplaceable and can't be recreated in several centuries. Dense development will destroy the fragile balance in what is already a diminishing marshland ecosystem.*

*The Chair advised that the planner's response is as follows. The application has been assessed against the applicable standards of the planning scheme, including the Natural Assets Code. The assessment and recommendation is included in the agenda item.*

- Q3. Can the Council accept that development must be ever mindful of the free service provided by nature for the benefit of all species including humans?

*Much development has already occurred on valuable swamplands (in the George Town - Low Head region), not suitable for human habitation. Drainage destroys the natural function of such areas and nearly always they are flood prone in spite of well intended infrastructure.*

*The Chair advised that the planner's response is as follows. When making planning decisions, Council is assessing if a development complies with the relevant standards of the planning scheme. The matters which Council considers when making planning decisions do not extend beyond the matters contained within the planning scheme. These matters have been assessed within the agenda item.*

**Mrs D. Rainbow, George Town**

- Q1. Mrs Rainbow stated that these letters, which she held up, are from Council. They start in 1988 and I have never been addressed as Dear Sir or Madam. I have always been addressed as Mrs Rainbow.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Council has insisted that they did not receive a submission from me in August. On 11 November, Mrs Rainbow was requested to supply a copy of the submission to Council, which she did. The meeting was to answer the questions in her submission. On the 5 December she received registered mail from Mr Dunn, which she believed to be private communication. This belief is based on other replies contained in agendas where people are addressed with the appropriate prefix. She found this deplorable.

Mrs Rainbow stated that Council had dismissed her submission and posted in the agenda the letter she took as personal. Posting the agenda without my knowledge and she had provided the copy of her submission in goodwill to council as requested. The public did not even know what she had written in her submission.

Mrs Rainbow stated that her questions on 28 October were not answered. She made two more questions in November and Council have failed to record in the agenda today.

Mrs Rainbow stated that some of the issues that you put in at the blank applications are sometimes accepted by Council, which is my first question. I have rung two major city councils and one regional council. the Mayor of the planner for the largest of the city councils was aghast which I asked, do you accept blank application forms? And they said No. He was completely offended that I'd suggest that he would and so do the other councils.

Mrs Rainbow then asked when are you going to answer my questions?

*Through the Chair to the General Manager.*

*The General Manager advised that he would speak broadly to the question without getting into technical details. Council's Senior Planner is available for any technical questions. The General Manager advised that the questions you have asked have been addressed by the planning permits themselves, the planning report and the letter of correspondence to yourself. The General Manager asked Mrs Rainbow to reiterate the questions that have not been addressed?*

Mrs Rainbow stated she had provided her submission to the Councillors today. The response just nullifies everything she had said because it is taken out of context. The response is not done by the planner but by Mr Dunn. Council put the correspondence in question time, which it is not a response to her questions. She took it as a personal letter and it was to give her answers to her questions in the submission, which Council have failed and can't accept because it was out of time. Mrs Rainbow saw it as discrediting her by publishing it when Council would not accept it.

*The General Manager apologised for that. If that is your concern, as the Mayor has said, if you want further information on public question time, there is a policy you can refer to. It is a practice of this Council which questions are asked at a Council meeting and are not addressed at that council meeting, that they will be published both directly to the person asking the question and also published in the following public agenda.*

Mrs Rainbow stated that if you read Council's agendas, the person's name is there with the question and answer. She did not get this, only a four-page letter put in without the questions identifying why I have an answer.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

- Q2. Could Council provide an update on the outcome of the meeting held with Batehaven Childcare Centre?

*Through the Chair to the General Manager.*

*The General Manager advised that Council invited the proponent to present to Council at its last workshop, which they have, for the childcare facility. It was taking Council through what the proposed business operations of the site would be.*

**Marita Bodman, Low Head**

- Q1. Is a 1.7 hectare State Heritage site at Marion Villa suitable for 17 cottages given that the Low Head Pilot Station has a much smaller number of cottages (6) on a much larger site and given that the Piermont Retreat waterfront property on the East Coast of Tasmania has only 15 cottages spread over 100 hectares?

*The Senior Planner entered the meeting at 1.16 pm.*

*Through the Chair the Senior Planner advised that with respect to the other sites, each application is assessed on a case by case merits basis. What is occurring on the other sites has no bearing on what is appropriate for this site. They may be subject to different planning regulations, planning overlays, different natural hazards that preclude them from being used for high densities.*

*This site is a fairly large site. The density of the buildings that are proposed is generally consistent with what is occurring in the general residential zone in Low Head and George Town. The Senior Planner advised that there is no reason why it would be anticipated that this density or intensity is unsuitable for the area.*

- Q2. Will there be restrictions on other tourist park paraphernalia such as jetties, concrete footpaths, wind breaks, sundecks, jet skis, kayak and canoe stations be restricted on the shoreline of an irreplaceable Tasmanian heritage listed building with its 1870's fish farms directly in front

*Through the Chair, the Senior Planner advised that when Council assesses a planning application, it is assessed on what has been proposed. At this point, none of those issues that you have flagged have been proposed, and therefore it's not within council's jurisdiction to assess and condition those. Some of those activities are things that anyone can do anywhere. They can do those today without permits required. This application for this particular use isn't going to change what rights people have to do some of those activities. With respect to the foreshore reserve, that is not included in the application. It's not owned by the landowners. So what occurs on that land is going to be between the proponents of the visitor accommodation and the owners of that land being the Crown. Whatever is proposed may be subject to additional planning regulations. But at this point, none of those things are proposed.*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**Mr C. Waters, Pipers River**

Preamble

Mr Waters wished to speak on the design application for 2025/15 proposed Solar Farm adjacent to our property. He has a working equestrian farm next to the proposal. The proposed solar array slated for the adjacent property is effectively a world first. We have been unable to find a documented example of a commercial solar farm located this close to a working equine facility anywhere. The proposal places a large scale, reflective solar array within 20 metres of our operation. This is our working equine farm where we handle and train our horses every day, from foals to young horses and breeding mares and senior horses. Horses are prey animals. They see differently. They've got a 180 degree vision. They react instinctively to sudden light and movement and visual change. When they react, people get hurt. Because usually you're in close proximity, you're holding on to them, you're on their back, they get scared, you can get bucked off, kicked, anything.

These panels are not situated at ground level. They sit on land that elevates by up to 10 metres across the array, with panels themselves standing three metres high. This means the tops of the panels will be more than 13 metres above our property at its lowest points. This was demonstrated during the site visit to the planner, and even from the lowest parts of our lands, the panels will still be clearly visible. Importantly, our land rises again, actually it's actually 30 metres from our lowest point, and these will be 20 metres above those panels.

From the commonly used paddocks that we use for riding training, the solar array would be fully exposed across a wide field of view. This means the visual impact will not just be isolated to one part of the property, it will cover 67% of the back half of our property. So basically from the rectangle, one front third, the back third you can see the panels from right next to them to 400 metres away.

We've demonstrated this with the images we showed you, and we put in the submission, we took 300 photos with you and gave you GPS coordinates of all the points. This visibility cannot be screened out. The planner zone conditions acknowledge the development will not be fully screened from all viewpoints. Temporary screening is proposed, but only to 2.1 metres. So the height of a fence. These panels are 13 metres high.

The Planner has also proposed mature screening of trees to be planted to a minimum height of 4 metres, which is totally insufficient to block these panels out. The permanent vegetation proposed, it will take years to establish and still be nowhere near sufficient to block the panels from more than 13 metres above, let alone from the areas that sit well above the array. So once you're at the same height, 4 metres high, those panels are 13 metres high. I'm not talking about whether a screening will do see impact, we're talking about it being accepted, ongoing visual exposure from a large reflective installation. These panels will act like a giant fragmented mirror, turning on and off as the sun moves, as the clouds pass, and weather changes across the seasons.

The unpredictability is exactly what horses react to, yet there's been no glint and glare assessment, no equivalent behavioural advice to understand what this means for horse and rider safety. If I'm forced to avoid paddocks, stop riding in certain areas, alter training routines, or manage horses in a different way to stay safe, then my agricultural use has been restrained. That is not theoretical. That is exactly what the clause is, 21-2, take one, performance criteria, part C is designed to prevent it. If this development is approved, it will be in place for 25 to 30

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

years. There's no practical way to undo it. The impact if the assumptions are wrong. If there's no reliable enforcement mechanism, if screening fails, any insufficient temporary screening along the 234 metre boundary, exposed to frequent high winds like we experienced the other day, and it's not designed to last for years on the end until those trees actually mature. I want to be very clear, I'm not opposed to renewable energy. I'm asking that it be located where it does not compromise existing agricultural use or human safety. Today you're being asked whether you can be reasonably satisfied this proposal will not confine, restrain, my ability to safely handle, train, and ride my horses on my land. Given the acknowledged, ongoing visual exposure, ineffective screening, the absence of glint and land modelling, and the lack of equine specific evidence, I respect that you conclude does not this be reached.

Q1. So my question after all that preamble is, are you going to be satisfied the planning has been approved and will meet 21.2, take one, performance criteria C.

*The Chair thanked Mr Waters for the preamble and question. The Chair advised that the question does foreshadow a outcome, and think that it's best that we let this council debate the item and consider the item and respond accordingly.*

*The Senior Planner left the meeting at 1.24 pm.*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**5.4 RESPONSE TO QUESTIONS FROM PREVIOUS PUBLIC QUESTION TIME**

*(Refer to Minute No. 425/00, which states in part, "that a copy of all written replies to questions from the Public Gallery be included in the following Council Agenda.")*

**Mrs D. Rainbow**  
**Ordinary Council Meeting 28 October and 25 November 2025**



2<sup>nd</sup> December 2025

Debbie Rainbow

Dear Sir/Madam,

**RE: DA 2025/35 – 114-118 MACQUARIE STREET, GEORGE TOWN**  
**EDUCATIONAL & OCCASIONAL CARE (CHILDCARE CENTRE)**

In relation to the submission Council received outside of the advertising period for the childcare centre at 114-118 Macquarie Street, George Town although Council is unable to consider it as a representation, the Senior Town Planner has reviewed it and has provided a detailed response below.

**Applicant**

The details of the applicant - Parkmas Pty Ltd C/O SD Planning - were included on all advertising and notification materials. It is acknowledged that the name was redacted from the application form as is common practice in some Councils. This is not considered detrimental to the application due to the applicant details being explicitly included on all public notifications including but not limited to the physical property sign and Council's website.

**Ownership**

Planning assessments consider the impacts of use and development. Ownership of the land subject to the application is not relevant to a planning assessment. The applicant does not need to be the owner of the land to lodge an application. By signing the application form, the applicant declares that they have notified the owner, hence the discrepancy between the owner and applicant. It is not unusual for an applicant to seek approval for their development before committing to the purchase of land and investment of significant amounts of money. The chain of ownership is not relevant to the planning decision.

The Council's seal appears on the title plans in accordance with the requirement that the Council affix its seal and provide approval for the majority of title plans. Council's involvement in this capacity is no greater than it is with all titles and plan approvals. Council has not had any involvement with the selection and negotiations relating to the subject property by the applicant. While Council has previously owned the subject land, Council disposed of the land in 2006. The land has since been in private ownership for almost two decades.

**Titles**

The application included the current title documents for each property involved, as they appear on the Land Information System of Tasmania. All title searches are dated June 2025. Each title has a plan. That plan may depict other lots. The nature of the way that plans are legally amended and recorded by the Recorder of Titles, means that changes to one title plan may not appear on the plans for other properties. A new sealed plan is created to reflect changes, while the old plan remains unchanged.

Council Office: 16-18 Anne Street George Town Tasmania 7253 Postal Address: PO Box 161 George Town Tasmania 7253  
T: (03) 6382 8800 F: (03) 6382 8899 E: council@georgetown.tas.gov.au W: www.georgetown.tas.gov.au

Page | 16

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Despite containing some outdated information, such as deceased landowners, the titles included in the application are the current titles and the incorrect information is not of consequence to either land ownership or the planning assessment.

**Use description – “Educational & Occasional Care”**

All use and developments are subject to a planning assessment and must be classified into one of the Use Classes defined in Clause 6 of the Planning Scheme. The use class most relevant to this application is “Education and Occasional Care”. “Educational and Occasional Care – includes childcare centre, day respite centre, kindergarten, primary school, secondary school and tertiary institution.”

While the centre operates on weekdays between 6:30am and 6:30pm, this falls within the “Educational & Occasional Care” use class and is consistent with other approved childcare facilities statewide. The terminology “occasional” refers to the land use class rather than specific hours or frequency of care.

Holiday care is permitted but forms part of standard childcare operations. The maximum capacity remains 104 children at any time, regardless of school term or holiday.

**Noise impacts from children / early operating hours**

Noise generated by children is expected during standard daytime hours only.

The applicant has confirmed:

- Outdoor play times restricted to 8:00am–6:00pm.
- Acoustic fencing to boundaries adjoining residential properties.
- No play activities outside daylight hours. Only internal staff preparation occurs between 6:30–8:00am and after 6:00pm.

Given ambient noise levels and the site’s location on a corner, no unreasonable loss of residential amenity is anticipated.

**Fencing height and visual impact**

Adjoining landowners sharing a boundary and fence with the subject site were notified of the development. No representation was received from these landowners.

The 1.8m boundary fences adjoining neighboring properties are compliant with the acceptable standard and does not require a planning permit.

The visual impact of a solid frontage fence on Macquarie Street was considered in the assessment process. A condition on the planning permit requires the fencing to be intermittently broken up by indented vegetation, decorative panels or different materials. Street trees will further add visual interest and amenity to the street.

**Soil Tests/ Easements**

There are no easements on the title. Council has consulted with the relevant service authorities, who have not identified any public services within the titles. Soil tests are now standard practice prior to the construction of any habitable building. These are managed through the *Building Act 2016* and are not part of the planning assessment process.

The developer has obligations under the *Work Health and Safety Act 2012* to manage risks associated with remnant contamination such as asbestos. Council does not regulate this Act.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**Traffic and Parking**

All traffic impacts were assessed via a suitably qualified Traffic Engineer and reviewed by Council's Infrastructure Department.

**Key points:**

- Peak traffic aligns with school-related movements.
- 23 on-site car spaces provided (exceeds the 19 required).
- 6.5m vehicle crossover designed to standards allows for simultaneous entry and exit.
- Roundabout operation and traffic volumes remain acceptable.

The assessment concluded the impacts are manageable and not unreasonable.

**Pedestrian safety and proximity to schools**

Safe pedestrian access is provided from Macquarie Street, separate from vehicle access. The proposal encourages safe, supervised movements. Unlike school-aged children, childcare users are accompanied by adults. The increase in pedestrian numbers is not expected to cause safety concerns.

A condition requiring upgrades to the pedestrian crossing facilities adjacent the roundabout have been included on the permit to improve safety at adjoining crossing points.

**Flooding and drainage**

Detailed Flood Hazard Assessment and Stormwater Management Plan confirm:

- No increase in flood risk for adjoining land.
- Post-development conditions satisfy relevant flood performance criteria.
- Stormwater treatment and detention systems are in line with the standards which are confirmed by Councils engineers and minimise impacts on the public system.

**Maximum Capacity/Older Children**

The application clearly states a maximum capacity of 104 children at any one time. This limit applies regardless of age group or time of year. There is no proposal to increase capacity during holiday periods.

The *Child Care Act 2001* regulates the provision of childcare and is administered by the Department for Education, Children and Young People. While there is no express prohibition on older children in the planning permit, attendance by older children is unlikely due to licensing restrictions issued by the Department.

**Existing childcare facility provision**

The existence of nearby childcare services does not prevent approval of additional centres. Planning assessment focuses on land use compatibility and compliance, not market demand or competition.

**Lighting and security**

External lighting is required for safety during arrival/departure periods in low daylight and will be installed in accordance with Australian Standards to avoid light spill onto neighbouring properties. Security lighting will be motion-sensitive where applicable.

A condition is included in the planning permit prohibiting lights being directed at adjoining properties. Lights must be baffled to minimise spill and directed at the ground.

**Noise from mechanical services**

The planning scheme includes minimum setbacks for commercial heat pumps and air conditioners to manage noise. The development is compliant with the minimum setbacks required.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Unreasonable noise that causes a nuisance may be further managed via the *Environmental Management and Pollution Control Act 1994*.

**Traffic volumes and early arrival concerns**

The Traffic Impact Assessment considers typical childcare operation. Staggered arrival/departure patterns limit peak congestion. There is no evidence that all staff and families will arrive simultaneously. Traffic projections remain within acceptable limits.

**Sight distance and intersection layout**

Road geometry and existing traffic control (roundabout and lane markings) provide acceptable sight distances. Vehicle circulation within the site is designed to prevent reversing onto public roads. Council's Engineers and the traffic impact assessment confirm the arrangement is satisfactory.

**Errors in Application**

When Council assesses an application and errors are identified, Council considers whether the errors are material or will fundamentally change the use and development or resulting impacts. Where errors are immaterial, they do not play a role in the assessment. Where errors are significant Council either requests additional information or includes conditions to provide clarity. The errors identified are not considered material to the assessment and have generally been considered by Council's own qualified staff.

All concerns have been carefully considered. The proposal complies with the relevant Acceptable Solutions and Performance Criteria under the Tasmanian Planning Scheme – George Town. The development has been designed to minimise amenity impacts while providing valuable community services.

**Receipt of Representation**

Council does not have any record of receiving a representation via email within the advertising period, nor for several weeks following the advertising period. Council Officers have undertaken multiple thorough searches of the servers and found no evidence, including in junk folders and spam filters.

While Council acknowledges a phone call was received, no contact details were left as such it was not possible to make contact to follow up in relation to the submission of a representation. The Council Officer advised that a follow-up email would be sent to confirm receipt of the submission.

While Council has now been provided with a printed copy of the representation, it has not been provided with any evidence of the submission being attached to an email, evidence of the email address to which it was sent, the email address from which it was sent, nor when it was sent.

**Conclusion**

A planning permit has been issued. No representations were received. No appeal was lodged. The applicant is in receipt of a valid planning permit and is free to act on that permit. Council does not have the power to rescind a planning permit in these circumstances. Council does not have the ability to rescind the planning permit unless there is a significant issue of non-compliance with the planning permit issued.

As such Council will not take further action with respect to this matter.

Kind regards



Rick Dunn  
DIRECTOR STRATEGY, PERFORMANCE & DEVELOPMENT

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**Mrs L. Wootton**

**RESPONSE TO GTC DRAFT DESTINATION TOURISM STRATEGY**

**INDUSTRIAL IMAGE?** I really feel that George Town had moved well away from its industrial image by 2000, resurfacing somewhat when the pulp mill raised its ugly head, but after that most visitors I spoke to were surprisingly unaware of the industrial area they had passed at Bell Bay and often asked where the large ships were going to and why.

However, with the developments along the entrance to town over the past few years, and the demise of a huge part of the 'buffer zone' that has always protected the town from the Bell Bay Industrial Precinct, George Town has never looked more like an industrial town in my memory!

This, along with some of the promotional videos for the MTB Trails, did more to re-brand George Town as an industrial town, rather than promote it as a tourists' destination. Statewide radio broadcasts highlighting the town's low socio-economic status do even more damage to its reputation! The removal of the "provincial" label from all prominent signage is paramount if we want to improve the image from a 'bogan city'.

George Town has only been an industrial town since the 1950s and that's when it also became 'the most multi-cultural town in Australia' – a most interesting place to live. Before that it was the resort town of the north, packed with long stay holiday makers especially during summer, renown for its healthy, healing and rejuvenating climate, like the spa towns of Britain.

**Most locals love what this area offers, but it's those in neighbouring areas and especially some in the Visitor Information Centres and Tas. Tourism itself, who may never have come here, that need to be SHOWN what we have to offer. It's the negative and incorrect references from some of them (and in lots of tourism literature and websites!) that damage our reputation and misinform visitors. I love the people who come here BECAUSE they've been told not to bother – just to see for themselves. They are never disappointed.**

**THE STRATEGY DOCUMENT / MORE EMPHASIS ON HISTORY – and not just maritime!**

This is quite comprehensive, but I find it quite repetitive, having been a committed participant in various iterations of the "George Town Destination Action Plan" since it began with 2 days of inspirational workshops on 12 Feb & 16 March 2016, presented by Wayne Kayler-Thomson, Chairman of Victoria's Great Ocean Road.

**He identified OUR HISTORY as what set this area apart.** Those who have worked in, and promoted all our 'historic attractions' for the past 25 years or more had already done plenty to 'change the narrative of this region' – long before the MTB Trails were touted to be changing the place from its industrial image to one of tourism!

A huge amount had been done by earlier councils, industries, community groups and individuals to promote the area's rich history (not just maritime history) especially from the 1980s onwards and there's much more than maritime history eg:

- **National Trust signage** of some of the older buildings and heritage promotion
- Signal masts & semaphores at **Low Head, Mt George & Mt Direction (and L'ton)** with explanatory interpretation and some publications with improved access.
- **Scenic lookout** with Aluminium interpretive panels explaining the industrial area below
- **"Mount George Heritage and Nature Trail"** interpreting the site along the native bushland walkway – unfortunately it is all but destroyed now!
- **"George Town Discovery Trail"** a series of panels where people were likely to be around the town including Low Head (all but a couple are now removed, but duplicates are in the B&F Museum!)
- Signage and plaques around the Pilot Station and Low Head Lighthouse

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

- **"The Low Head Experience"** starts near Sheoak Point with installations that complement the local historic buildings and Council's corporate colour of maroon, with extensive coverage of Low Head's history, significant features and with and natural resources and signs to The Lagoon and beaches, extending to the Lighthouse and East Beach. Still in reasonable condition and being examined especially by those on foot. Apparently intended to be extended to George Town.
- **"Through Outcast Eyes – A Journey Through the Tamar Valley" Aluminium** plinths erected at Windmill Point, Mt George and Mt Direction with audio stories from a QR Code link. There is also an interactive glove-box book with a CD of stories of the Tamar Valley including the sensitively told Aboriginal Story. Prepared and contributed to by experts in their field. It was a whole of Tamar Valley project funded partly by a Tas. Community Fund grant of \$95,000, with major sponsor Rio Tinto Alcan, and also the three Tamar Valley Councils in 2010. **But QR Codes no longer work!**
- **Publications:** the first history of *George Town – Town and District* by J G Branagan; followed by Diane Phillips' *An Eligible Situation*; GTDHS' *Treasures of George Town*; *Way Back When*; *Taking Possession* by Elynor Olijnik; *Tamar Valley Signal Stations* by Wayne Shipp, *Mount Direction: A Mountain with a Message* by Anita Swan; *Lefroy – the Forgotten Gold Town* by Peter Cox; etc.
- **Brochures:** GT 1804 Brief History; GT Heritage Trail (inc. Low Head) with updates, etc
- **Watch House** development first as a Folk Museum, then Arts Hub, then renovated as the major Bicentenary 2004 project to tell the full history of the area in one of the oldest remaining buildings – **Aboriginal, early exploration and European arrivals, convicts, female factory, the building itself, maritime, communications, mining, industry, multi-cultural, etc** – it's a one stop shop with volunteers who tell the stories and promote the other historic venues, but is rarely promoted.
- Specific aspects of our unique history are also told in the **Bass & Flinders Museum, the RSL Club, on 3 Community Quilts in the Memorial Hall, the Pilot Station Maritime Museum** and at the **Low Head Lighthouse**. What other town this size has so many museums?
- **Regent Square** is the oldest public park in Tasmania, it is Heritage Listed, was once surrounded by buildings that were vital to our early history, including the first minister's home, that became the Female Factory. The Grove is one of the few that remain, but where are any of their stories?

**Heritage Tourism** involves many visitors who are interested in history and often are following in their families' footsteps. Our early history (including Lefroy) entices many to our area to see for themselves where their ancestors lived, worked or made their first landfall, etc and to seek out more records and information – or relatives! It usually takes more than a few hours or a single day to **Forage for your Family History**. The option of a Penguin Tour is another reason to stay in the area. [https://www.history.org.au/Documents/Heritage\\_Tourism\\_in\\_Australia.pdf](https://www.history.org.au/Documents/Heritage_Tourism_in_Australia.pdf)

**In Oct 2020, the then head of Visit Northern Tasmania, Chris Griffin**, admitting in the Examiner to being 'an MTB tragic', reported that *40% of all visitors to the state frequented a major heritage attraction or site while here*. AND 9 out of 10 MTB riders he spoke to at Derby *said the HISTORY ... is why they keep coming back to Derby, again and again and again!*

The **MTB Trails on Mt George** offered a perfect opportunity to highlight the unique convict and communication history of the mountain, but it was completely overlooked, and actually damaged by the trails. The Semaphore information panel has only just been reinstated. It's not too late to repair the damage and enhance what was once put there by community and industry groups to inform visitors to the site. MTB riders may like to know that the carefully constructed piles of rocks they've just ridden past was once the garden fence or Cool Store for the Ticket of Leave men that once operated the Signals at the top of Mt George, so they should be treated with respect! Like Derby, it may add to the attraction of the place. And like Mount Direction, it should be Heritage Listed.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**PROXIMITY TO LAUNCESTON** - While George Town's proximity to Launceston can be blamed for lack of business diversity, it should also encourage visitors to make this area their base – listening to the waves (and penguins!) at night instead of the noise of the city, and breathing the healthy sea air. When accommodation is short in Launceston at busy times, 40 minutes travel is nothing to mainlanders! Contrary to statements about the need for more accommodation and dining options, I've always felt we are well catered for with accommodation options from 5 star to camping and there's no shortage of eating places. If Fish & Chips are your choice, it's hard to find anything better and fresher with George Town Seafoods also providing seafoods for home cooking.

**BRANDING - Due North / Find your True North / Strait to the Top**

As far as branding goes, I don't favour the proposed references to 'North', and 'Strait to the Top' only relates to MTBs. Visitors come to George Town from West Tamar on a tour of the Valley, or from the NW, straight off the boat at Devonport and from the NE, as well as from Launceston. They are already in the North (NE, NW) and we already have the "Northern FORAGE" Drive Journey – right across the north - that most people wonder about and don't relate to.

We need to get them to turn left at the Batman Bridge connector or right off Bridport Rd and "*come and see the light at the end of the road*" at the "*Top of the Tamar*". *We'll even leave the light on for you! Go any further and you'll be in Bass Strait!*

Many cars already stop at the Coffee Devil and that's where there should be a huge sign with our iconic **Low Head Lighthouse as the standout feature** above other attractions (showing it's on the river/ocean with wind surfers, penguins, seals, ships and boats, fishing, etc to show people some of what awaits them if they **drive to at the end of the road** – using a negative as a positive!

**"Top of the Tamar" has been used by Tamar FM and local businesses since the 1980s and people already relate to that. George Town needs to reclaim its place in the Tamar Valley and any branding should include a reference to the Tamar.**

**Instead of the compass image**, I see a stylised map of the northern half of the island with a large Lighthouse at the Top of the Tamar, with beams reaching out to NE / Launceston /West Tamar and NW including Meander Valley as possible day trips from the home base here!

**Many travellers like to go to the extremities of an island and lighthouses are also a magnet to many.** We have both here at Low Head. In fact we have more than one lighthouse – or more correctly the two Lead Lights near Sheoak Point - and there are smaller ones, too.

Cars are often seen to pull up at the upper Lead Light, take a photo and turn back to George Town, believing they've seen the Low Head Lighthouse! This is another reason to 'Go to the end of the road' and a sign advising: "You're not there yet" might fix this!

**NARRATIVE** - I like some of the narrative used, but would add a few that I often use:

*Tamar Riviera – with the mildest climate in the state ...where you'll be blown away ...with the blue skies on most days ... the ever-changing cloud formations and fresh sea air - the air you've come down for!*

**Page 46** – PLEASE REPLACE THIS PHOTO of the disintegrating, about-to-be-replaced Nun Buoy, preferably with something directional near or in the Maritime Museum.

**Page 84 – Low Head Lighthouse** – needs to clarify that it is not open to the public. The earlier lighthouse was built by convicts in 1833 – the third light station in Australia. Wildlife abounds – penguins, wallabies, pademelons, echidnas, wombats, blue tongue lizards – and other reptiles!

**The Foghorn** is not part of the Lighthouse, it's in a separate building on the same site and operated between 1929 – 1973. Open from 11.30 am to 12.30 pm each Sunday and sounds from noon.

**The Marine Education Centre** is in the "Old Quarters" c1830 where people of all ages can learn about the marine environment. Static displays with special activities for children. It is also open from

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

11.30 am for an hour each Sunday while the Foghorn is sounded, whenever there is someone working on the site or groups may visit by appointment.

Also on that site, not at the Pilot Station is the **Lightkeeper's House** and **The Queenslander** – both available as heritage accommodation. Bookings through Low Head Pilot Station Accommodation.

**Page 85** – heading should be **Low Head Pilot Station** – is a much loved place for locals and visitors to wander its expansive green grounds, sit and watch the river traffic, enjoy a picnic or fish from the jetty or breakwater; launch the boat from the adjacent boat ramp, etc.

Heritage Accommodation available in the Boatcrew's/Boatmen's Cottages, Pilot's House and Schoolhouse - the Pilots Providore is in the original Coxswains Cottage 1847

NOTE: the **Lightkeeper's House** is at the Lighthouse site – and the Queenslander is there, too.

I would like to see the Museum on a page of its own as one of the Hero products, and the Pilot Station itself on a separate page.

**The Low Head Pilot Station Maritime Museum** – is housed in the oldest remaining building on the Pilot Station site, built by convicts in 1835 soon after they'd built the first lighthouse.

With 13 rooms of displays from the days of sail and steam, there's something for everyone. It's a Children's University / Limitless Learning Destination with special activities designed by kids, for kids. Be a Pirate Captain and find your way to the treasure, search for hidden treasures on the challenge sheets or explore the old and the equivalent new items!

**Page 90 – Tracks and Trails -**

**kanamaluka Trail** – is a concrete shared pathway right around York Cove in George Town out to the Low Head Lighthouse.

There are more tracks and trails, around the lighthouse and along the northern coastline.

**"The Three Trails" - it is premature to include this as it only exists on paper and is far from being finalised I've been told recently. It is my understanding it is not a 'trail' as this categorisation implies, but a series of historical interpretations/storytelling intended to be installed along existing pathways and streets around the area.**

Much of this information already exists, albeit in less ambitious and extravagant forms, at the Watch House, at Mt George Lookout and the *Heritage & Nature Trail*, the *Journey through the Tamar Valley – Through Outcast Eyes* and the *Low Head Experience*. Some restoration is needed.

**ADDITIONAL HEROES TO CONSIDER:**

- **George Town Watch House – built 1855** (not 1843 as on the outside of the building) Interpretation panels of the whole history from Aboriginal, early exploration and European arrivals, convicts, female factory, the building itself, maritime, communications, mining, industry, multi-cultural, etc, a model of George Town as planned by Govr Macquarie after his first visit in 1811, Female Factory display, original cells and a small art gallery.
- **3 Community Quilts – Low Head, George Town & Bell Bay** - in the foyer of the Memorial Hall, depict the history, life, culture and both the natural and man-made environment of the whole municipality on land and water. Local women worked for six years to complete this 2004 Bicentenary project for the community. (Photos can be provided) [this is a smaller equivalent of the Deloraine YARNS project, with different techniques.]
- **Mount George Signal Station & Scenic Lookout and Heritage & Nature Trail** (interpretation panels need to be renewed). Should be Heritage Listed!
- **Mount Direction Signal Station** – with replica semaphore and signal masts, interpretation where substantial convict built ruins remain. Accessed only on foot via a 2 km well appointed walkway. **Heritage Listed.**

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Lorraine Wootton, Low Head. 5.9.2025

**Ms L. Distefano**

*Council has been in contact with City Mission who run the Recycle Rewards program, and we have been informed that the installer has now lined the machine with insulation.*

*Early feedback suggests a significant reduction in noise.*

*Insulation has reduced noise by approximately half when installed in the same units in other jurisdictions.*

*This has resulted in reported noise levels within the acceptable exposure limits.*

*To minimise disruption for the community, truck pickups are scheduled inside working hours ensuring they are never early in the morning or late in the evening.*

*Council will continue to work with City Mission on this matter.*

---

Page | 24

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**6 GENERAL MANAGER'S DECLARATION**

I certify that with respect to all advice, information or recommendations provided to Council with this Agenda:

- the advice, information or recommendation is given by a person who has the qualifications or experience necessary to give such advice, information or recommendation; and
- where any advice is given directly to Council by a person who does not have the required qualifications of experience, that person has obtained and taken into account in that person's general advice, the advice from an appropriately qualified or experienced person.



Shane Power  
**GENERAL MANAGER**

***LOCAL GOVERNMENT ACT 1993 – SECTION 65***

***65. Qualified persons***

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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**7 PLANNING AUTHORITY**

**7.1 DA 2025/57 - 5 LORD LIVERPOOL DRIVE, LOW HEAD - RESIDENTIAL (SINGLE DWELLING & OUTBUILDING)**

**REPORT AUTHOR:** Senior Town Planner - Mr J. Simons  
Town Planner - Mr N. Kumawat

**REPORT DATE:** 25/11/2025

**FILE NO:** DA 2025/57

---

*The Senior Planner entered the meeting at 1.26 pm.*

**Minute No. 172/25**

**DECISION**

Moved: Cr Orr  
Seconded: Cr Mason

That the application for use and development, Single Dwelling & Outbuilding at 5 Lord Liverpool Drive, LOW HEAD (CT 148067/15) be **APPROVED** subject to the following conditions:

**1. ENDORSED PLANS**

The use and/or development must be carried out as shown on the endorsed plans and described in the endorsed documents:

- a. Plans to Build, project No.- 24097, 9 Pages, dated 09/12/2025.

to the satisfaction of the Council. Any other proposed development and/or use will require a separate application to and assessment by the Council.

**2. NO POLLUTED RUNOFF**

No polluted and/or sediment laden runoff must be discharge directly or indirectly into Council's drains, watercourses or the foreshore during and after development.

**3. DAMAGE TO PUBLIC INFRASTRUCTURE**

Any damage to public infrastructure shall be repaired at the owners cost. If any repairs are necessary, they will be undertaken in accordance with the requirements and to the satisfaction of the Director Infrastructure & Operations.

**4. STORMWATER**

---

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Prior to the commencement of works, a detailed stormwater design plan must be submitted for approval by Council's Director Infrastructure & Operations. The plan must be prepared and certified by a suitably qualified person and;

- a) clearly demonstrate how stormwater from all roof areas, driveways, decks, accessways and other impervious surfaces will be collected and conveyed to the approved legal point of discharge;
- b) include measures to ensure runoff from the driveway, entry areas and cut-off drains is intercepted and directed into the stormwater system so that no uncontrolled discharge occurs onto neighbouring properties;
- c) show all roof downpipes connected to a single internal stormwater line that discharges to the approved connection point;
- d) identify any pits, grated inlets or other infrastructure required to capture runoff from elevated structures, retaining walls or hardstand areas; and
- e) demonstrate that all discharge points are appropriately protected against erosion and scour.

to the satisfaction of Council's Director Infrastructure & Operations.

#### **Permit Notes**

1. This permit was issued based on the proposal documents submitted for DA 2025/57. You should contact Council with any other use or development, as it may require the separate approval of Council. Councils planning staff can be contacted on 6382 8800.
2. This permit does not imply that any other approval required under any other by-law, covenant or legislation has been granted. The following additional approvals from Council may be required before construction commences:
  - a) Plumbing approval
  - b) Building approval
  - c) Approval to undertake works in the Council road reserve.
  - d) Approval to connect to the reticulated stormwater network.

All enquiries should be directed to Council's Permit Authority, via 6382 8800.

3. This permit takes effect after:
  - i. the 14 day appeal period expires; or
  - ii. any appeal to the Tasmanian Civil and Administrative Tribunal is abandoned or determined; or
  - iii. any agreement that is required by this permit pursuant to Part V of the *Land Use Planning and Approvals Act 1993* is executed; or any other required approvals under this or any other Act are granted

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

4. A planning appeal may be instituted by lodging a notice of appeal with the Tasmanian Civil & Administrative Tribunal. A planning appeal may be instituted within 14 days of the date the Corporation serves notice of the decision on the applicant. For more information see the Tasmanian Civil & Administrative Tribunal website [www.tascat.tas.gov.au](http://www.tascat.tas.gov.au).
5. This permit is valid for two (2) years only from the date of approval and will thereafter lapse if the development is not substantially commenced. An extension may be granted at Council's discretion if a request is received within 6 months of the expiration.
6. In accordance with the legislation, all permits issued by the permit authority are public documents. Members of the public will be able to view this permit (which includes the endorsed documents) on request, at the Council Office.
7. It is the responsibility of the applicant to ensure that they are acting in accordance with any Section 71 (Part 5) Agreement or Covenant registered to the title. These matters are not taken into account as part of an assessment against the planning scheme. A permit issued under the *Land Use Planning and Approvals Act 1993* does not undermine or absolve any individual from any obligation imposed by such agreements. The obligations and risks associated with Section 71 (Part 5) Agreements and Covenants should be discussed with a solicitor.
8. If any Aboriginal relics are uncovered during works:
  - a) All works are to cease within a delineated area sufficient to protect the unearthed and other possible relics from destruction,
  - b) The presence of a relic is to be reported to Aboriginal Heritage Tasmania Phone: (03) 6233 6613 or 1300 135 513 (ask for Aboriginal Heritage Tasmania) Fax: (03) 6233 5555 Email: [aboriginal@heritage.tas.gov.au](mailto:aboriginal@heritage.tas.gov.au); and
  - c) The relevant approval processes will apply with state and federal government agencies.
9. If this development application has been subject to the advertisement process, the applicant is requested to remove any planning advertising signs from the property boundary, and to dispose of it in a thoughtful and sustainable manner.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe, Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

---

Page | 28

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**7.2 DA 2025/67 - 81-99 LOW HEAD ROAD, LOW HEAD - RESIDENTIAL (ADDITIONS AND ALTERATIONS TO DWELLING) AND VISITOR ACCOMMODATION (CABINS X17 AND SUPPORT BUILDINGS)**

**REPORT AUTHOR:** Senior Town Planner - Mr J. Simons  
Town Planner - Mr N. Kumawat

**REPORT DATE:** 25/11/2025

**FILE NO:** DA 2025/67

---

**Minute No. 173/25**

**DECISION**

Moved: Cr Lowe  
Seconded: Cr Mason

That the application for use and development, Alterations and Additions to Existing Dwelling, Cabins x 17 and Support Buildings at 81-99 Low Head Road, LOW HEAD (CT 250851/1) be **APPROVED** subject to the following conditions:

**1. ENDORSED PLANS**

The use and/or development must be carried out as shown on the endorsed plans and described in the endorsed documents:

- a. Karl Walls Design, drawing No.- 835-DA-00, 64 Pages, dated Sept 2025.
- b. Aldanmark Consulting Engineers, project no.- 25E99-107, 10 pages, dated: 19/09/2025.
- c. Plan Place Pty Ltd, Planning Report, dated: 22/09/2025.
- d. Weir Phillips Heritage, Heritage Impact Assessment, dated: 23/09/2025.
- e. Midson Traffic Pty Ltd, Traffic Impact Assessment, dated:19/09/2025.
- f. Geoton Pty Ltd, Coastal Hazard Assessment, dated: 19/09/2025

to the satisfaction of the Council, unless provided otherwise by the conditions below. Any other proposed development and/or use will require a separate application to and assessment by the Council.

**2. NO POLLUTED RUNOFF**

No polluted and/or sediment laden runoff must be discharge directly or indirectly into Council's drains, watercourses or the foreshore during and after development.

**3. DAMAGE TO PUBLIC INFRASTRUCTURE**

---

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Any damage to public infrastructure shall be repaired at the owner's cost. If any repairs are necessary, they will be undertaken in accordance with the requirements and to the satisfaction of the Director Infrastructure & Operations.

**4. VEGETATION MANAGEMENT**

- a) Prior to the commencement of works, a detailed vegetation management plan is to be submitted to the satisfaction of Council's Town Planner. The plan is to be prepared by a suitably qualified person and is to include the following details:
- the extent of vegetation screening to be maintained along the frontage with Low Head Road, the south and north boundaries of the site;
  - show a minimum depth of 3m of vegetation within the site from the boundary;
  - detail the species of existing vegetation;
  - management prescriptions to ensure vegetation is maintained and enhanced to maintain the visual character and adequately screen the site; and
  - be otherwise generally consistent with the frontage vegetation (existing tea trees) identified on endorsed drawing No 835-DA-02.
- b) Prior to the commencement of use an agreement made pursuant to section 71 of the Land Use Planning and Approvals Act 1993 must be executed by the George Town Council (Council) and the permit holder providing for the following:
- The vegetation fronting Low Head Road must be maintained at all times in accordance with the endorsed vegetation management plan (see condition 4b).

**5. CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN**

Prior to the commencement of works a construction environmental management plan is to be submitted to the satisfaction of Council's Town Planner. The plan is to include plans and procedures for the management of:

- a) dust;
- b) noise;
- c) weeds;
- d) erosion, including methods for the stabilising exposed soils
- e) soil and water management to minimise discharge of polluted or sediment laden runoff directly or indirectly into Council's drains and natural watercourses.

The plan is also to include a plan and procedure for notifying adjoining land owners if/when works that are likely to be of a load or intrusive nature are to be undertaken, and for receiving and addressing complaints from surrounding land owners. All works are to be undertaken in accordance with the approved Construction Environmental Management Plan.

**6. TASWATER**

The development must be in accordance with the Submission to Planning Authority Notice issued by TasWater (TWDA 2025/01033-GTC dated 05/09/2025) attached with the permit.

**7. TASMANIAN HERITAGE COUNCIL**

The development must be in accordance with the Notice of Heritage Decision issued by the Tasmanian Heritage Council (reference number 8753 THC attached).

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**8. EXTERNAL LIGHTING**

External lighting is not permitted to be directed towards neighbouring properties, the road reserve, or project beyond the property boundary, floodlighting is to be baffled and directed toward the ground and lighting under the canopies must be directed downwards.

**9. CROSSOVER**

Prior to the commencement of the use, the proposed vehicular crossover must be constructed in accordance with Tasmanian Standard Drawing R03 & R04 . All works must be carried out to the satisfaction of Council's Director Infrastructure and Operations.

Prior to undertaking any works within the Council road reserve, including the installation of the vehicle crossovers, separate consent is required from Council as the relevant Road Authority. The developer must make application to Council for a Permit to Undertake Works in the Road Reserve using Council's designated form and obtain approval prior to the start of works. This work must be at expense of the person responsible for the development.

**10. ENTRY/EXIT SIGNAGE**

Prior to the commencement of use:

- a) the proposed entry and exit are to be sign posted with "entry only" and "exit only" signage to ensure one way movement of vehicles.
- b) The exit is to be sign posted with a "watch for pedestrians and cyclists" advisory sign.

**Permit Notes**

1. This permit was issued based on the proposal documents submitted for DA 2025/67. You should contact Council with any other use or development, as it may require the separate approval of Council. Councils planning staff can be contacted on 6382 8800.
2. This permit does not imply that any other approval required under any other by-law, covenant or legislation has been granted. The following additional approvals from Council may be required before construction commences:
  - a) Plumbing approval
  - b) Building approval
  - c) Approval to undertake works in the Council road reserve.
  - d) Approval to connect to the reticulated stormwater network.

All enquiries should be directed to Council's Permit Authority, via 6382 8800.

3. This permit takes effect after:
  - i. the 14 day appeal period expires; or
  - ii. any appeal to the Tasmanian Civil and Administrative Tribunal is abandoned or determined; or
  - iii. any agreement that is required by this permit pursuant to Part V of the *Land Use Planning and Approvals Act 1993* is executed; orany other required approvals under this or any other Act are granted

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

4. A planning appeal may be instituted by lodging a notice of appeal with the Tasmanian Civil & Administrative Tribunal. A planning appeal may be instituted within 14 days of the date the Corporation serves notice of the decision on the applicant. For more information see the Tasmanian Civil & Administrative Tribunal website [www.tascat.tas.gov.au](http://www.tascat.tas.gov.au).
5. Registration as a Food Business under the Food Act 2003 may be required if it is intended for any food to be provided as part of the proposed business. Please contact Council's Environmental Health Officer on (6382 8800).
6. Registration as a Private Water Supplier under the Public Health Act 1997 and the Tasmanian Drinking Water Quality Guidelines is required if any non – reticulated water (i.e. tank water) is provided as part of the business operation. The registration is required prior to commencement of the business operation. The registration is an annual requirement. Please contact Council's Environmental Health Officer on (6382 8800).
7. The following advice provided by TasNetworks –

Based on the information provided, the development is not likely to adversely affect TasNetworks' operations.

TasNetworks has a Statutory Deemed easement over this property for the first span of the private low voltage service line to the existing dwelling. Further information regarding Easements can be found on the TasNetworks website:- <https://www.tasnetworks.com.au/easements>.

As with any multiple dwellings, consideration should be given to the electrical infrastructure works that will be required to ensure a supply of electricity can be provided to this development.

It is recommended that the customer or their electrician submit an application via our website portal found here

<https://www.tasnetworks.com.au/Connections/Connections-Hub> to upgrade the electricity supply connection to support this development

This permit is valid for two (2) years only from the date of approval and will thereafter lapse if the development is not substantially commenced. An extension may be granted at Council's discretion if a request is received within 6 months of the expiration.

8. In accordance with the legislation, all permits issued by the permit authority are public documents. Members of the public will be able to view this permit (which includes the endorsed documents) on request, at the Council Office.
9. It is the responsibility of the applicant to ensure that they are acting in accordance with any Section 71 (Part 5) Agreement or Covenant registered to the title. These matters

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

are not taken into account as part of an assessment against the planning scheme. A permit issued under the *Land Use Planning and Approvals Act 1993* does not undermine or absolve any individual from any obligation imposed by such agreements. The obligations and risks associated with Section 71 (Part 5) Agreements and Covenants should be discussed with a solicitor.

10. If any Aboriginal relics are uncovered during works:

- a) All works are to cease within a delineated area sufficient to protect the unearthed and other possible relics from destruction,
- b) The presence of a relic is to be reported to Aboriginal Heritage Tasmania  
Phone: (03) 6233 6613 or 1300 135 513 (ask for Aboriginal Heritage Tasmania)  
Fax: (03) 6233 5555 Email: [aboriginal@heritage.tas.gov.au](mailto:aboriginal@heritage.tas.gov.au); and
- c) The relevant approval processes will apply with state and federal government agencies.

11. If this development application has been subject to the advertisement process, the applicant is requested to remove any planning advertising signs from the property boundary, and to dispose of it in a thoughtful and sustainable manner.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe,  
Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**7.3 DA 2025/15 - LOT 2, BRIDPORT ROAD, PIPERS RIVER - UTILITIES (SOLAR FARM)**

**REPORT AUTHOR:** Senior Town Planner - Mr J. Simons  
**REPORT DATE:** 8<sup>th</sup> December 2025  
**FILE NO:** DA 2025/15

---

**Minute No. 174/25**

**DECISION**

Moved: Cr Dawson  
Seconded: Cr Mason

That the application for use and development, Solar Farm at Lot 2 Bridport Road, Pipers River (CT 52896/2) be **APPROVED** subject to the following conditions:

**1. ENDORSED PLANS**

The use and/or development must be carried out as shown on the endorsed plans and described in the endorsed documents:

- a. GHD, Pipers River Solar Farm (dated 21 November 2024), inclusive of:
  - i) Appendix C - Natural Values Assessment (dated 18 November 2024); and
  - ii) Proposal Plans – Project Overview 2 (dated 24/09/2024) – GHD, Drawing CI-00001;
- b. Central Inverter and Battery Storage System (x2 sheets dated 05/05/2025);
- c. Solar PV (dated 05/05/2025);
- d. Fencing (dated 05/05/2025);
- e. GHD, Traffic Impact Assessment (dated 11/03/2025);
- f. GHD, Stormwater and Flood Assessment Report (dated 14 July 2025);
- g. Pinion Advisory, Agricultural Assessment and Compliance Report (dated June 2025).

to the satisfaction of the Council, except where provided for otherwise by the conditions below. Any other proposed development and/or use will require a separate application to and assessment by the Council.

**2. EMERGENCY MANAGEMENT STRATEGY (BUSHFIRE)**

Prior to the commencement of works an Emergency Management Strategy (Bushfire) is to be prepared by a suitably qualified person that provides for mitigation measures to achieve and maintain a level of tolerable risk. The Emergency Management Strategy is to be submitted to

---

Page | 34

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Council and is to be accompanied by the advice of the Chief Officer of the Tasmanian Fire Service regarding the adequacy of the strategy.

**3. ENGINEERING DESIGN DRAWINGS (PRIVATE WORKS)**

Prior to the commencement of works, detailed engineering drawings must be submitted to the satisfaction of Council's Director Infrastructure and Projects. The drawings must be prepared by a suitably qualified engineer and are to include:

- a) Typical access track construction detail;
- b) Detail of all water crossing points demonstrating that each of the proposed culvert crossings, two over Back Creek and one over Eddie Creek are adequately designed to accommodate the 1% Annual Exceedance Probability (AEP) peak flows, as identified in the approved flood model; and
- c) Typical vegetated swale construction detail.

All works must be undertaken in accordance with the endorsed engineering design drawings.

**4. SCREENING AND LANDSCAPING**

Prior to the commencement of works a landscape plan is to be submitted to the satisfaction of Council's town planner. The plan is to be prepared by a suitably qualified person and is to include:

- Additional riparian vegetation adjacent to Back Creek, where significant gaps occur in the existing riparian vegetation. Vegetation must be of such a density to establish a continuous canopy and soften direct views to the solar panels. Breaks are acceptable to accommodate underground transmission lines and the accessway.
- A vegetation screen adjacent to the north-east property boundary shared with 5456 Bridport Road, for the extent of the fenced solar panel enclosure. The screen is to be of sufficient depth and spacing to ensure a dense screen of vegetation, capable of substantially screening the development from view of the adjoining property, with the intent, at maturity, to mitigate glint and glare.
- 

Note: it is not anticipated the development will be completely screened from all elevated aspects and view points available on the adjacent property.

- Typical vegetation planting for vegetated swales and drainage lines.
  - Species selection is to reflect the existing native species endemic to the area and is to include a mix of canopy heights, with a minimum canopy height of 4m.
  - Any protection measures required to ensure the survival of the vegetation, including protection from browsing animals.
  - Temporary screening, such as shade cloth, banner-mesh or other similar product, with a minimum height of 2.1m is to be securely installed on the north-east security fence facing 5456 Bridport Road. The screening must be maintained in good condition until such time as landscaping is fully established and provides adequate screening.
-

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

Prior to the commencement of use the vegetation is to be installed as per the landscaping plan. All efforts must be made to ensure the survival of the vegetation, with plant fatalities being replaced as required.

Construction must be undertaken in accordance with the wetland waterways works manual.

**5. RIPARIAN WORKS AND VEGETATION**

- a) All works in proximity to Back Creek, are to be undertaken in accordance with the wetland waterways works manual.
- b) No vegetation removal in the watercourse protection area associated with Back Creek is permitted, with the exception of reasonable clearance associated with access and transmission lines. Any requirement for clearance associated with bushfire hazard management areas must be achieved without further impact on vegetation in the watercourse protection area.

**6. ROAD ACCESS**

Prior to the commencement of use the access to the property is to be relocated and constructed, and the redundant access removed to the satisfaction of the Department of State Growth. Written confirmation from the Department of State Growth is to be provided to Council demonstrating the works have been satisfactorily completed.

Note: separate consent is required from the Department of State Growth prior to undertaking any works within the State Road Reserve.

Note: Bridport Road is a Limited Access Road. It is the responsibility of the applicant to ensure an appropriate Access Licence is issued by the Department of State Growth in order to use the access for the intended purpose.

**7. CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN**

Prior to the commencement of works a construction environmental management plan is to be submitted to the satisfaction of Council's Town Planner. The plan is to include plans and procedures for the management of:

- a) dust;
  - b) weeds;
  - c) vegetation removal and track construction works within watercourse protection areas, with reference to the Wetland and Waterways Works Manual.
  - d) erosion, including methods for the stabilising exposed soils within drains and adjacent to watercourses;
  - e) soil and water management to minimise discharge of polluted or sediment laden runoff directly or indirectly into Council's drains and natural watercourses.
- The plan is also to include a plan and procedure for notifying adjoining land owners if/when works that are likely to be of a load or intrusive nature are to be undertaken, and for receiving and addressing complaints from surrounding land owners. All works are to be

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

undertaken in accordance with the approved Construction Environmental Management Plan.

**8. NO POLLUTED RUNOFF**

No polluted and/or sediment laden runoff must be discharge directly or indirectly into Council's drains, watercourses or the foreshore during and after development.

**9. DAMAGE TO PUBLIC INFRASTRUCTURE**

Any damage to public infrastructure shall be repaired at the owners cost. If any repairs are necessary, they will be undertaken in accordance with the requirements and to the satisfaction of the Director Infrastructure and Projects.

**Permit Notes**

1. This permit was issued based on the proposal documents submitted for DA 2025/15. You should contact Council with any other use or development, as it may require the separate approval of Council. Councils planning staff can be contacted on 6382 8800.
2. This permit does not imply that any other approval required under any other by-law, covenant or legislation has been granted. The following additional approvals from Council may be required before construction commences:
  - a) Plumbing approval
  - b) Building approval
  - c) Approval to undertake works in the State road reserve.
  - d) Approval to connect to the reticulated stormwater network.

All enquiries should be directed to Council's Permit Authority, via 6382 8800.

**3. State Growth:**

As per the *Crown Landowner Consent (CLOC)* issued by the Department of State Growth, the following is required:

- Apply for a permit prior to any access works are undertaken within the State Road Reservation.
- Subject to approval of the development application by Council and subject to the satisfactory closure, relocation, and upgrade of the access, Access Licence No. A1400-L74-024, issued pursuant to Part IVA of the Roads and Jetties Act 1935 (the Act), will be required to be varied. Please note that access licences are issued to the registered landowner under strict conditions. Access Licence No. A1400-L74-022 is to be surrendered to the Department as provided for under the Act.

**4. TasNetworks:**

The following advice is provided by TasNetworks:

---

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

*TasNetworks has received an application for the connection for the proposed solar farm. TasNetworks has been in contact with the developer regarding the requirements and the application is currently awaiting acceptance from the customer.*

*Please note a the proposed TasNetworks connection point at pole 246652 is adjacent to the proposed new access driveway. Please note a setback of 2m from the pole and the driveway will need to be maintained. If the pole is impacted this will need to be raised with TasNetworks as part of the design.*

*It is recommended the proponent contact TasNetworks Negotiated Connections team on [negotiated.connections@tasnetworks.com.au](mailto:negotiated.connections@tasnetworks.com.au) to progress the application.*

5. This permit takes effect after:
  - i. the 14 day appeal period expires; or
  - ii. any appeal to the Tasmanian Civil and Administrative Tribunal is abandoned or determined; or
  - iii. any agreement that is required by this permit pursuant to Part V of the *Land Use Planning and Approvals Act 1993* is executed; orany other required approvals under this or any other Act are granted
6. A planning appeal may be instituted by lodging a notice of appeal with the Tasmanian Civil & Administrative Tribunal. A planning appeal may be instituted within 14 days of the date the Corporation serves notice of the decision on the applicant. For more information see the Tasmanian Civil & Administrative Tribunal website [www.tascat.tas.gov.au](http://www.tascat.tas.gov.au).
7. This permit is valid for two (2) years only from the date of approval and will thereafter lapse if the development is not substantially commenced. An extension may be granted at Council's discretion if a request is received within 6 months of the expiration.
8. In accordance with the legislation, all permits issued by the permit authority are public documents. Members of the public will be able to view this permit (which includes the endorsed documents) on request, at the Council Office.
9. It is the responsibility of the applicant to ensure that they are acting in accordance with any Section 71 (Part 5) Agreement or Covenant registered to the title. These matters are not taken into account as part of an assessment against the planning scheme. A permit issued under the *Land Use Planning and Approvals Act 1993* does not undermine or absolve any individual from any obligation imposed by such agreements. The obligations and risks associated with Section 71 (Part 5) Agreements and Covenants should be discussed with a solicitor.
10. If any Aboriginal relics are uncovered during works:

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

- a) All works are to cease within a delineated area sufficient to protect the unearthed and other possible relics from destruction,
  - b) The presence of a relic is to be reported to Aboriginal Heritage Tasmania Phone: (03) 6233 6613 or 1300 135 513 (ask for Aboriginal Heritage Tasmania) Fax: (03) 6233 5555 Email: [aboriginal@heritage.tas.gov.au](mailto:aboriginal@heritage.tas.gov.au); and
  - c) The relevant approval processes will apply with state and federal government agencies.
11. If this development application has been subject to the advertisement process, the applicant is requested to remove any planning advertising signs from the property boundary, and to dispose of it in a thoughtful and sustainable manner.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley and Cr Mason  
Against: Cr Barwick, Cr Harris, Cr Lowe and Cr Orr  
Abstained: Nil

CARRIED 5 / 4

*The Senior Planner left the meeting at 1.45 pm.*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**8 OFFICE OF GENERAL MANAGER**

**8.1 COUNCIL WORKSHOPS NOVEMBER AND DECEMBER 2025**

**REPORT AUTHOR:** General Manager - Mr S. Power  
**REPORT DATE:** 10 December 2025  
**FILE NO:** 14.10

---

**Minute No. 175/25**

**DECISION**

Moved: Cr Mason  
Seconded: Cr Dawson

That Council:

1. Receives the report on the Council Workshops held on the 25 November 2025 and 9 December 2025.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe,  
Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**8.2 ANNUAL GENERAL MEETING GUIDELINES**

<b>REPORT AUTHOR:</b>	General Manager – Mr S. Power
<b>REPORT DATE:</b>	10 December 2025
<b>FILE NO:</b>	14.35

---

**Minute No. 176/25**

**DECISION**

Moved: Cr Mason  
Seconded: Cr Lowe

That Council:

1. Adopts the Annual General Meeting (AGM) Guidelines.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Harris, Cr Lowe, Cr Mason  
and Cr Orr  
Against: Cr Barwick  
Abstained: Nil

CARRIED 8 / 1

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**9 INFRASTRUCTURE AND DEVELOPMENT**

**9.1 COMMUNITY ENERGY UPGRADES FUND**

<b>REPORT AUTHOR:</b>	Director Infrastructure & Development - Mr A. McCarthy
<b>REPORT DATE:</b>	16 December 2025
<b>FILE NO:</b>	15.26

---

*The Director Infrastructure and Operations entered the meeting at 2.03 pm.*

**Minute No. 177/25**

**DECISION**

Moved: Cr Orr  
Seconded: Cr Dawson

That Council:

1. Authorises \$150,420 from project number J90037 - Grant Matching Opportunity to be allocated to a new project number for "Solar Energy Upgrades".

*Cr Archer asked if a planning permit would be required for the Community Energy Upgrade project?*

*The Director Infrastructure and Operations took the question on notice.*

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe, Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**10 CORPORATE AND COMMUNITY**

Nil.

---

Page | 43

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

**11 STRATEGY, PERFORMANCE AND DEVELOPMENT**

Nil.

---

Page | 44

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

**12 OFFICE OF THE MAYOR**

**12.1 MATTERS OF INVOLVEMENT - MAYOR, DEPUTY MAYOR AND COUNCILLORS**

**REPORT DATE:** 11 December 2025

**FILE NO:** 14.11

<b>Mayor Cr Greg Kieser</b>		
<b>November</b>	20-21	LGAT General Meeting and Annual Conference
	24	Met with prospective business operator
	25	Chaired Council Workshop
	25	Chaired Ordinary Council Meeting (Part)
	26	Tamar FM Interview
	28	The Examiner Interview
	29	Attended Ghanaian Christmas Lunch
<b>December</b>	1	Chaired Progress/Community Association Meeting
	1	Met with the George Town Boxing Club and Weights Club
	2	Met with VNT CEO with the General Manager
	4	Attended GTCOC Sub Committee on Development in the Municipality
	4	Met with local resident
	5	Attended George Town Neighbourhood House Great Giveaway
	5	Met with local Gun Club with the Director Strategy, Performance and Development
	8	Met with local residents with Director Corporate & Community
	9	Chaired Council Workshop (Part)
	9	Attended Indie School End of Year Assembly
	10	Attended Audit Panel Meeting
	10	Attended NTDC Board Meeting
<b>Deputy Mayor Cr Greg Dawson</b>		
<b>November</b>	20-21	Attended LGAT General Meeting and Annual Conference
	25	Attended Council Workshop
	25	Chaired Ordinary Council Meeting (Part)
<b>December</b>	1	Met with Youth Group re Sports Gala Day
	1	Met with the George Town Boxing Club and Weights Club
	9	Attended and Chaired (Part of) Council Workshop
<b>Cr Jason Orr</b>		
<b>November</b>	20-21	LGAT Annual Conference
<b>December</b>	2	DAP Meeting
	3	VNT Industry Networking Breakfast
	3	Tourism Tasmania – Tamar Valley – Growing Sustainable Tourism Workshop

Page | 45

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**Minute No. 178/25**

**DECISION**

Moved: Cr Mason  
Seconded: Cr Ashley

That the information report from the Mayor, Deputy Mayor and Councillors on Matters of Involvement be received and the information noted.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe,  
Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

---

Page | 46

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**13 PETITIONS**

Nil.

---

Page | 47

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**14 NOTICES OF MOTIONS**

**14.1 EXISTING CONDITIONS ROAD SAFETY AUDIT AND SPEED LIMIT ASSESSMENT AND LOCAL AREA TRAFFIC MANAGEMENT ADVICE - CR ORR**

**Moved:** Cr Orr

That the George Town Council notes the *Existing Conditions Road Safety Audit* and the *Speed Limit Assessment and Local Area Traffic Management Advice* documents and publishes these reports on its website.

**Reason:**

In June 2024, the George Town Township Character Plans were adopted. As part of the regional strategies, a number of actions have been identified that are relevant across all of the townships, including the Traffic Calming Strategy. The Council have since engaged Pitt & Sherry to produce two documents - the *Existing Conditions Road Safety Audit* and the *Speed Limit Assessment and Local Area Traffic Management Advice*.

*Cr Harris left the meeting at 2:20 pm.  
Cr Harris returned to the meeting at 2:22 pm.*

**Minute No. 179/25**

**DECISION**

Moved: Cr Orr  
Seconded: Cr Mason

That the George Town Council notes the *Existing Conditions Road Safety Audit* and the *Speed Limit Assessment and Local Area Traffic Management Advice* documents and publishes these reports on its website.

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe, Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

---

Page | 48

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of the Ordinary Council meeting held on the 16 December 2025*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**15 COUNCILLORS' QUESTIONS WITH OR WITHOUT NOTICE**

**Cr Barwick**

Q1 Through the Chair to the General Manager on the 22nd August Cr Barwick forwarded an email to the General Manager who responded and thanked Cr Barwick for her request. Cr Barwick asked when can she receive an updated response to the request.

**Response**

*Cr Barwick has been provided with the requested information in-confidence on the 9 December 2025.*

Q2 Cr Barwick thanked the Director Corporate and Community and the General Manager for her response for the Solstice. Cr Barwick requested further clarification on the following acquittal items listed under miscellaneous \$7,255.59' oncosts \$2,454.73; Staging, sound and lighting; security/first aid/toilet hire and marketing. Cr Barwick requested that she would like the items broken up.

**Response**

*Councillors have been provided with the requested information in-confidence.*

**Cr Orr**

Q1. Has Council endorsed any other decision by the Ombudsman?

**Response**

*Following a review of Council's records dating back to 2008, no decisions made by the Ombudsman were identified as requiring endorsement or acknowledgement by Council. The Director Corporate and Community entered the meeting at 2.25 pm.*

**Cr Barwick**

Q1. Cr Barwick asked why she had received an answer to Question 2 from the previous meeting in this form. That it was marked confidential but the question was asked in a public meeting? Cr Barwick stated that it does not tell her the fees or who the musicians were. If this is how we do it as a Council why do we ask other groups who their artists are? It was the ratepayers who got me to ask the question. Cr Barwick stated that she cannot tell them. The other issue is, does every other Councillor have their documents stamped "Confidential - HB, not to be shared"? Does every other Councillor have their name on their document.

The Chair responded that the question could be asked of the other Councillors if they had requested specific information and been provided with a written response.

*Cr Archer called a Point of Order at 2.26 pm LG(MP)R 27(1)(c) it says in the response that Councillors have been provided with the document.*

---

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 12 16 Ordinary Council Meeting**  
**Unconfirmed Minutes**

---

*Through the Chair to the Director Corporate and Community. The Director advised that why the document was provided commercial in confidence information as it contains names and amounts for some but not all providers any service for the Solstice event.. Council keeps the information private and not for public distribution as Council does for the acquittals that were provided by sponsored invoices. Council does not provide copies of invoices of those who have received sponsorship from Council to elected members as they are commercial-in-confidence.*

*Cr Orr called a point of order at 2.28 pm LG(MP)R debating the question.*

*The Director Corporate and Community left the meeting at 2.28 pm.*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**16 CLOSED MEETING**

**16.1 INTO CLOSED MEETING**

**Minute No. 180/25**

**DECISION**

Moved: Cr Mason  
Seconded: Cr Dawson

That Council move into closed meeting at 2.28 pm to discuss the following items:

**Agenda Item 16.2 Minutes of the Closed Ordinary Council Meeting held on 25 November 2025**

*As per the provisions of Regulation 40(6) of the Local Government (Meeting Procedures) Regulations 2025.*

**Agenda Item 16.3 General Manager's Mid-Term Performance Review**

*As per the provisions of Regulation 17(2)(a), (h)(i) and (ii) of the Local Government (Meeting Procedures) Regulations 2025.*

**VOTING**

For: Cr Kieser, Cr Dawson, Cr Archer, Cr Ashley, Cr Barwick, Cr Harris, Cr Lowe,  
Cr Mason and Cr Orr  
Against: Nil  
Abstained: Nil

CARRIED UNANIMOUSLY 9 / 0

---

Page | 51

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 12 16 Ordinary Council Meeting  
Unconfirmed Minutes**

---

**17 CLOSURE**

There being no further business, the meeting closed at 2.44 pm.

**Cr Greg Kieser  
MAYOR**

---

Page | 52

*These are Unconfirmed Minutes and are yet to be confirmed as true and accurate record of  
the Ordinary Council meeting held on the 16 December 2025*

# 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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

**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**

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

**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.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

## **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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- (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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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;

---

Page 7 of 32

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- (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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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

---

Page 10 of 32

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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;

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- (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;

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- (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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

(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.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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:

$$\mathbf{SF = FC + VC}$$

Where:

(a) SF = the total amount of the Member's Subscription Fee for that year;

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

(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**.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- 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.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- 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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- (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.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

**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.

---

Page 20 of 32

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

**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.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

**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;

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

(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;

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- (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.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- 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.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

- 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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

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**

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

**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





**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

Northern Tasmania Development Corporation Limited  
Members Agreement V4.0 13102025

---

---

**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]

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**



**CONFIRMED MINUTES OF THE  
GEORGE TOWN AUDIT PANEL MEETING  
HELD ON WEDNESDAY 22 OCTOBER 2025  
IN THE COUNCIL CHAMBERS, GEORGE TOWN COUNCIL  
COMMENCED AT 9:00AM**

**Present:**

Andrew Gray (Chair)  
Cr Winston Mason  
Cr Jason Orr  
Cnr Winston Archer

**In Attendance:**

Cheryl Hyde – Director Corporate and Community  
James Anderson – Manager Corporate Services and Finance  
Kim O'Loughlin – Executive Assistant Corporate and Community  
Tas Audit Office – Hanna Jones (via teams)  
Andrew McCarthy – Director Infrastructure and Development

**Apologies:**

Mayor Kieser  
Shane Power - General Manager  
Rick Dunn – Director Organisational Performance and Strategy

**General Business**

**1. WP 1 Declaration of Pecuniary Interests/Conflict of Interest**

Nil confirmed.

**2. WP 2 Adoption of Previous Minutes**

Minutes of the Audit Panel Meeting held on the 11 June 2025 were received and adopted.

**3. WP 3 Outstanding Actions from previous meeting – Action Sheet**

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 10 22 Audit Panel**  
**Confirmed Minutes**

---

Council Officers provided an update on the progress of the ERP project and outstanding rates balances.

Audit Panel received and noted the outstanding actions update

**3.2 WP 17 – Review Financial Report and Audit Report, including meeting with Tasmania Audit Office Representative (on-line)**

Tasmanian Audit Office provided a report on the audit of the Financial Report for 2024-2025, reporting the audit was a clean audit and there were no outstanding matters resulting from the audit.

Audit Panel received the Tasmanian Audit Office Update on the Financial Report and Audit Report

### **Governance and Strategy**

**2.1 WP 10 – Review Annual Plan**

Audit panel notes the review annual plan

**2.2 WP 11,12 and 13 – Long Term Strategic Asset Management Plan**

Audit panel notes and receives the Long-Term Strategic Asset Management Plan

**2.3 WP 14 – Review Policies and Procedures**

Council officers provided a summary of the review of policies, noting the Volunteer Policy was scheduled to be presented to the October meeting of Council and the Fraud Prevention & Control policy would come to future Audit Panel meeting prior to adoption by Council.

Audit panel notes and receives the Review of Policies and Procedures

### **Financial and Management Reporting**

**3.1 WP 15 – Review Financial Results and Management Reports**

Audit Panel receives and notes the Review of Financial Results and Management Reports

**3.3 WP 16 – Review any Special Financial Reports or Other Outside Professional Consultants Reports Pertaining to Finance, Tax, Strategy or Legal Matters**

The Audit Panel receives and notes the Review of report pertaining to legal matters

### **Internal Audit**

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**2025 10 22 Audit Panel**  
**Confirmed Minutes**

---

**4.1 WP 19-20 – Consider and Review any available Audit Reports and Implementation of Audit Recommendations**

Council officers presented the interim report on the Sponsorship and Grants policy and procedures with the final report to be presented at the December Panel meeting.

Council officers presented an update on the implementation of audit recommendations for records management and cash handling.

Audit Panel notes and accepts the Review of any available Audit Reports and Implementation of Audit Recommendations

**External Audit**

**5.1 WP 23 – Consider any Audit Reports (Financial or Performance) from Tas Audit Office**

Councils Director – Corporate and Community provided a report on the performance audit underway.

Audit Panel receives and notes the update on the report

**5.2 WP 26 – Consider any Performance Audit Reports that will be Undertaken by the Tas Audit Office and Address Implications for the Council**

Audit Panel receives and notes the update

**Risk Management and Compliance**

**6.1 WP 29 – Review how Ethical and Lawful Behavior and Culture is Promoted within The Council**

Audit Panel receives and notes the report

**6.2 WP 35 – Review Processes to Manage Insurable Risks and Existing Insurance Cover**

Audit Panel receives and notes the report

**6.3 WP 39 – Monitor any Major Claims or Lawsuits by or Against the Council and Complaints against the Council**

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Council  
2025 10 22 Audit Panel  
Confirmed Minutes**

---

Audit Panel receives and notes the verbal update

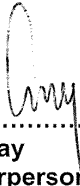
**6.7 WP 40 – Oversee the Investigation of any Instances of Suspected Cases of  
Fraud or other Illegal and Unethical Behaviour**

Audit Panel receives and notes the verbal update

**Next Meeting Wednesday December 10 – invite to be sent**

**Meeting Closed at 10:45am**

**Signed as a correct record**



.....  
**A Gray  
Chairperson**

**GEORGE TOWN COUNCIL  
AUDIT PANEL CHARTER**

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**George Town Council**  
**Audit Panel Charter**

**Contents**

1. Introduction .....	1
2. Objective .....	1
3. Definitions .....	1
4. Authority .....	1
5. Composition .....	2
6. Tenure .....	2
7. Qualifications and Selection of Independent Members .....	2
8. Functions .....	3
9. Responsibilities of Panel members .....	3
10. Reporting .....	3
11. Administrative arrangements .....	4
11.1 Meetings .....	4
11.2 Quorum .....	4
11.3 Work Plan .....	4
11.4 Secretariat .....	4
11.5 Interests .....	5
11.6 Confidentiality .....	5
11.7 Code of Conduct .....	5
11.8 Induction .....	5
11.9 Performance Evaluation .....	5
12. Remuneration .....	5
13. Review of Charter .....	5

**Document Management:**

Date	Minute
9 July 2014	207/14
19 July 2017	197/17
21 November 2018	176/18
23 January 2024	04/24

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

## **1. INTRODUCTION**

The Council has established the George Town Council Audit Panel (the Audit Panel) in compliance with Division 4 of the *Local Government Act 1993* (the Act), the Local Government (Audit Panels) Order 2014 (the Order) and the Local Government (Audit Panels) Amendment Order 2015, as amended from time to time.

This Charter has been developed in cooperation with local government Audit Panel Working Group and sets out the Audit Panel's objectives, authority, composition, tenure, functions, reporting and administrative arrangements.

## **2. OBJECTIVE**

The objective of the Audit Panel is to:

- assist Council in providing a transparent and independent process to ensure accountability to the community in the governance, management and allocation of resources; and
- review the council's performance under section 85A of the Act and report to the council its conclusions and recommendations.

## **3. DEFINITIONS**

- *Audit Panel* - the George Town Council Audit Panel as stipulated in section 1 of this document.
- *Audit Panel Working Group* – consists of General Managers/or delegate and Financial Managers representing the Break O'Day, West Tamar, Meander Valley and George Town Councils.
- *Council* - the George Town Council.
- *Financial Manager* – the **Team Leader – Corporate and Finance Director – Corporate and Community**.
- *General Manager* - the General Manager of the George Town Council as appointed from time to time.
- *Independent person* - a person who is not a councillor or employee of the George Town Council and has not been a councillor or employee of council within the previous 2 years.
- *Part 7 plan* - a strategic plan, an annual plan, a long term financial management plan or a long term strategic asset management plan of a council prepared under Division 2 of part 7 of the Act.
- *The Act* - the *Local Government Act 1993* as amended.
- *The Orders* - the Local Government (Audit Panels) Order 2014 Statutory Rules 2014 and the Local Government (Audit Panels) Amendment Order 2015, as amended.

## **4. AUTHORITY**

The Council authorises the Audit Panel, within its responsibilities, to:

- obtain any information it requires from any employee (subject to operational constraints, prior approval of the employee's appropriate manager and any legal obligation to protect information);
- obtain any information it requires from any external party (subject to any legal obligation to protect information);
- discuss any matters with the Tasmanian Audit Office, or other external parties (subject to confidentiality considerations);

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

- request the attendance of any employee at Audit Panel meetings (subject to operational constraints and the prior approval of the employee's appropriate manager);
- request the attendance of any members of the council at Audit Panel meetings; and
- obtain legal or other professional advice, as considered necessary to meet its responsibilities (subject to prior approval by the Mayor or General Manager).

The Council will include an allocation in its Annual Plan and Budget Estimates to allow the Panel to conduct investigations as deemed necessary and according to an Audit Plan approved by Council.

#### **5. COMPOSITION**

The Audit Panel comprises a minimum of 3 and a maximum of 5 members appointed by the council, of whom:

- if the panel has 4 or 5 members, at least 2 must be independent persons; or
- if the panel has 3 members, at least 1 must be an independent person.

The council will appoint an independent member as the Chairperson of the Audit Panel.

Council may appoint an alternative member Councillor to attend meetings of the Audit Panel when a member Councillor is unable to attend. The alternative member Councillor may only attend Audit Panel meetings in the capacity of alternative member when and if a member Councillor is unable to attend.

A councillor, or employee, of a council is not eligible to be a member of an audit panel of another council.

#### **6. TENURE**

If the incumbent resigns prior to the expiry of their term Council will appoint a replacement at the earliest convenient time.

Subsequent councillor appointments to the Audit Panel shall be for a period not exceeding two years.

Councillor member terms will be aligned with Council's election cycle with positions to become vacant directly following a Council election.

Independent members shall be appointed for a term of up to 2 years. If the independent member of the Panel resigns Council will appoint a replacement at the earliest convenient time.

Audit Panel members may be re-appointed at the approval of Council and consideration will be given to the benefits of the Audit Panel maintaining some continuity of knowledge and experience.

#### **7. QUALIFICATIONS AND SELECTION OF INDEPENDENT MEMBERS**

Independent members of the Audit Panel are to possess:

- Good business acumen
- Sound management skills
- Good communication skills
- Knowledge and expertise in audit practices

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

- Knowledge and expertise in financial management
- Experience with governance processes including but not limited to risk management.

Knowledge of and skills in government, local government, not for profit organisations and organisations requiring a high degree of legislative compliance and delivery of projects and processes which offer solutions to complex community service obligations will be highly desirable in panel members.

Calls for independent members to apply for a position on the Audit Panel shall be publicly advertised in the first instance.

The selection process for independent members will be determined and undertaken by Council and supported using Council's existing recruitment and selection processes.

## **8. FUNCTIONS**

To comply with the Orders, when reviewing the Council's performance the Audit Panel is to consider:

- the Council's financial system, financial governance arrangements and financial management;
- whether the annual financial statements of the Council accurately represent the state of affairs of the council;
- whether and how the strategic plan, annual plan, long-term financial management plan and long-term strategic asset management plans of the council are integrated and the processes by which, and assumptions under which, those plans were prepared;
- the accounting, internal control, anti-fraud, anti-corruption and risk management policies, systems and controls that the council has in relation to safeguarding its long-term financial position are appropriate;
- whether the council is complying with the provisions of the Act and any other relevant legislation; and
- whether the council has taken any action in relation to previous recommendations provided by the Audit Panel to the council and, if it has so taken action, what the action was and its effectiveness; and
- any other activities within the panel's remit, as determined by the panel.

In fulfilling its functions, the Audit Panel should consider the following key areas:

- corporate governance;
- systems of internal control;
- risk management frameworks;
- human resource management, including policies, procedures and enterprise agreements;
- procurement;
- information and communications technology governance;
- management and governance of the use of data, information and knowledge; and
- internal and external reporting requirements.

## **9. RESPONSIBILITIES OF PANEL MEMBERS**

Members of the Audit Panel are expected to understand and observe the legal requirements of the Act and the Order. Members are also expected to:

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

- act in the best interests of the Council as representatives of the community;
- apply sound analytical skills, objectivity and judgment;
- express opinions constructively and openly;
- raise issues that relate to the Audit Panel's functions and pursue independent lines of enquiry; and
- contribute the time required to review the papers provided.

## **10. REPORTING**

The Audit Panel is to provide a copy of its **approved** meeting minutes to the council as soon as practicable after every Audit Panel meeting, preferably for the ordinary council meeting following the Audit Panel meeting. **Audit Panel may approve the minutes via circular email approval process which is then endorsed by the panel at the next panel meeting.**

If the Audit Panel has conducted a review under section 85A of the Act, the Audit Panel must provide a written report of its conclusions and recommendations to the council as soon as possible.

The Audit Panel must provide an annual report to the Council that comprises, at least:

- a summary of the work undertaken and significant findings during the past year;
- a review of the Panel's Charter and, if required, recommended changes to the Council for its approval;
- an update on the membership of the Panel, in particular if there have been or may be change;
- the significant aspects of the Panel's deliberations for the coming year, together with a proposed work plan for the coming year; and

## **11. • ANY OTHER MATTERS DEEMED, BY THE PANEL, AS REQUIRING THE COUNCIL'S ATTENTION.ADMINISTRATIVE ARRANGEMENTS**

### **11.1 MEETINGS**

The Audit Panel will meet at least four times per year.

The Chairperson must seek council approval prior to holding more than four meetings per year.

The Chairperson must seek council approval to hold additional meetings if asked to do so by at least two members of the Panel.

The Audit Panel is to regulate its own proceedings in accordance with this Charter.

The Chairperson may determine that a meeting is to be held in private.

The General Manager and Finance Manager, or their delegates, are to attend Audit Panel meetings unless the Chair determines a meeting is to be held in private.

Subject to Section 4 the Audit Panel may invite any councillor and/or employee of the council and/or representative of the Tasmanian Audit Office to attend meetings of the Audit Panel.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

### **11.2 QUORUM**

A quorum of an Audit Panel meeting will consist of the majority of members and must include at least one independent member.

### **11.3 WORK PLAN**

Prior to 1 July each year the Audit Panel is to develop an annual work plan that includes, but is not limited to, a schedule of meetings and the known objectives for each meeting.

The forward meeting schedule should include the dates, location, and proposed agenda items for each meeting for the forthcoming year, and cover all the functions of the Audit Panel outlined in this Charter.

### **11.4 SECRETARIAT**

The council, in consultation with the Audit Panel, will appoint a person to provide secretariat support to the Audit Panel. The secretariat will:

- ensure the agenda for each meeting is approved by the Chair;
- endeavour to ensure the agenda and supporting papers are circulated at least one week prior to the meeting; and
- ensure the **approved** minutes of the meetings are prepared and submitted to the council as soon as practicable after each meeting.

The Financial Manager or nominee will arrange for any necessary information and technical support to be provided to the Panel to enable its functions.

### **11.5 INTERESTS**

Audit Panel members must declare any real, potential or perceived pecuniary or non-pecuniary interests that may affect them in carrying out their functions. The Audit Panel member with the interest must also notify the General Manager of the Council, in writing, of the interest within seven days of declaring the interest.

Independent members are to consider past employment, consultancy arrangements and related party issues in making these declarations.

A standing item for declarations of interests should be included in all panel meeting agendas.

The Chairperson of the Audit Panel is to ensure that the declaration of an interest is recorded in the minutes of the meeting and any relevant written report.

### **11.6 CONFIDENTIALITY**

Panel members must maintain the confidentiality of any information, documents and communication that the Council or Panel has designated as being in confidence, and only access Council information in order to perform their role as a Panel member.

### **11.7 CODE OF CONDUCT**

Audit Panel members are to abide by standards of behaviour in the Code of Conduct for Members of the Audit Panel (Appendix 1).

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**11.8 INDUCTION**

The council will provide new Audit Panel members with relevant information and briefings on their appointment to assist them to meet their Audit Panel responsibilities.

**11.9 PERFORMANCE EVALUATION**

The Audit Panel will undertake an annual performance evaluation of its work and provide a report and any recommendations in relation to the evaluation to Council.

The performance evaluation will review the extent to which the Audit Panel has met its responsibilities under this charter and in accordance with the Act and the Order.

**12 RENUMERATION**

Independent members of the Audit Panel shall be paid an annual fee and/or a sitting fee per meeting attended as approved by Council at the time of appointment.

The Chair of the Audit Panel shall be paid an additional annual fee and/or sitting fee per meeting attended as approved by Council at the time of appointment.

Fees will be reviewed annually as part of the annual budget estimates process.

Council will include independent members of the Audit Panel in its professional indemnity insurance coverage for the services provided to Council.

**13 REVIEW OF CHARTER**

The Audit Panel Working Group will review this Charter at least every four years. The outcomes and recommendations from this review will be provided to council for information and approval.

**14 APPROVAL**

Approved by the Council on ( minute )

Signed: \_\_\_\_\_  
General Manager

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**APPENDIX 1: CODE OF CONDUCT FOR MEMBERS OF THE AUDIT PANEL**

This code of conduct sets out the standards of behaviour expected of the George Town Council's Audit Panel members (members). The standards support the characteristics of good governance outlined in the Good Governance Guide for Local Government in Tasmania (reference below).

As an independent source of scrutiny in the interests of the community, the Audit Panel provides checks and balances on key Council activities and a means of highlighting issues that require strategic attention.

Councillors who are members of the Audit Panel are in a unique position and have an obligation to maintain an Audit Panel perspective in the interests of the community when they discharge their duties as Panel members, i.e. they must display independence of mind, separate from their role as a Councillor.

In performing their role on the Audit Panel, and in acting in the best interests of the community, all members of the Audit Panel commit to the following standards.

**1. Effective management of conflicts of interest**

Members avoid conflicts of interest that arise between their personal interests and their public duty as an Audit Panel member, as far as reasonably possible. This includes pecuniary and non pecuniary conflicts of interest (actual, potential or perceived). Where avoidance is not possible, members appropriately manage conflicts of interest. Members are responsible for acting in good faith and exercising reasonable judgment to manage conflicts of interest, including the offer or receipt of gifts and benefits.

Council members may at times deal with conflicts of interest as a consequence of their dual roles as an audit panel member and a councillor. This may present as a conflict between the interests of the community (as seen from the Audit Panel perspective).

All members will regularly provide advice of their actual, potential and perceived conflicts to the panel.

**2. Proper use of Council information**

Members maintain the confidentiality of any information, documents and communication that the Council or panel has designated as being in confidence. Members only access Council information needed for them to perform their role as a panel member and not for personal interests or reasons.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**3. Proper use of position**

Members perform their role in the best interests of the Council and the community. Members operate within the intended scope of the Audit Panel (as outlined in the Audit Panel Charter) and adhere to relevant Council policies and procedures.

**4. Appropriate interactions**

Members act ethically and treat all persons with fairness and respect. Members conduct themselves in a way that positively represents the panel, and is in the best interests of the Council and the community. Members interact appropriately with fellow members, councillors, Council staff and the community, and give full respect and consideration of to all relevant information known to them. Members should not interact directly with Council staff without the prior approval of the panel and the general manager.

Further information on the ethical standards covered in this code of conduct, and the terminology used, can be found in the Good Governance Guide for Local Government in Tasmania: ([www.dpac.tas.gov.au/divisions/local\\_government](http://www.dpac.tas.gov.au/divisions/local_government)).

**George Town Council  
2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS  
Agenda**

**George Town Health and Wellbeing Committee  
Minutes**

**Date:** Monday the 6<sup>th</sup> of October 2025

**Time:** 10:00am – 11:30am

**Venue:** ANZAC Drive Building

**Attendees:**

Simone Lowe	Chair
Kylie Moore	Sherriff Health and Fitness
Belinda Chapman	St Vincent De Paul
Jessica Berger	George Town Neighbourhood House
Laura Bajurny	George Town Child & Family Learning Centre
Rachael Andjelkovic	George Town Library
Sally Sauer	Community Representative
Chelsea Crawford	Community Representative
Kate Casson	Community Representative
James Anderson	Acting Corporate & Community director- George Town Council
Jody Maurer	Community Support Officer

**Apologies:**

Rebecca Taylor	Explore Wellness with Bec
Treica Ware	George Town Hospital
Andrew Taylor	Future Impact Group

**Absentee:**

Trudi Cross	George Town Child & Family Learning Centre
-------------	--

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**Chair Opened the Meeting at 10:01**

**1. Welcome**

Chair Simone Lowe welcomed everyone to the meeting. The Chair provided a brief overview of the journey to this point, beginning with the strategy grant application, followed by Enable Health Consultancy's guidance in developing the strategy, the establishment of the committee, and culminating in today's meeting. This process has taken 18 months. The Chair outlined a chairing approach that focuses on keeping discussions aligned with the agenda where possible and ensuring all participants have a voice and the opportunity to contribute.

**2. Introductions**

Committee members introduced themselves, spoke about where they are from and shared programs or aspects of the organisations.

**3. Committee Expectations**

The chair highlighted the following points:

- The George Town Health and Wellbeing Committee is an advisory Committee only. No delegation or financial decisions are made via this committee.
- The committee will:
  - Be mindful of different backgrounds
  - Build team friendships
  - Share openly and work together
  - Commit to and attend meetings regularly
  - Be aware of conflict of interest
  - Respect all voices so people feel heard
  - Conduct themselves in a professional manner
  - Follow all Terms of Reference

**4. Terms of Reference – Overview**

The Chair reiterated that the committee is an advisory body only. Any requests for changes to the Terms of Reference or the Strategy must be referred to Council. The committee discussed current membership and the potential to invite additional stakeholders if gaps are identified. It was noted that conversations with the wider community and stakeholders not present are essential to ensure the Strategy remains inclusive and representative of the whole community.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**5. Health and Wellbeing Strategy Overview**

The Chair provided a brief overview of the delivery of the Strategy, highlighting the pyramid stages outlined within the document and the evaluation framework: How much did we do, how well did we do it, and is anyone better off. Additional key focus points raised and discussed included:

- Evaluate the stages as they happen and move back and forward between strategies
- The committee receives copies of all the Healthy George Town program statistics, to see what demographic of people do and don't attend.
  - Statistics are in the George Town Council Annual Report that is available to the public.
- George Town to have a central space to share information with the wider community.
- Noted that Government organisations have restrictions on what information can be shared to the public.
- The committee creates flyers to circulate information to the community.
- A facebook page be created for sharing information and become the central portal.
- The committee holds BBQ's for the community to chat about what's on.
- The committee does something similar to the Beaconsfield senior chat and coffee group
- A George Town talking expo- no pamphlets have to be read
- Suggested to put together a google drive calendar to go out to networks so there is no clashing on events
- Advertising on the events signs near Star of the Sea College or to utilise the digital board at ANZAC Drive.
- Suggested we use the George Town Council rates newsletter for getting information out to the community.

**George Town Council**  
**2026 01 27 ORDINARY COUNCIL MEETING ATTACHMENTS**  
**Agenda**

**Goals and Actions**

**Key goals were selected out to be discussed I slightly changed the formatting**

- Understanding who are our collective social capital.
- Sharing resources, not competing with each other and work together.
- Committee members create their own database of strengths and weaknesses within their organisations.

**6. Sub-Committee Formation**

Discussions were held regarding the need to establish sub-committees for key focus areas. The committee agreed to defer this decision to a future meeting. It was resolved that members will review the Strategy to assess the committee's strengths, weaknesses, and priority areas, after which sub-committee requirements can be determined. The option for committee members to attend via Teams/Zoom was also discussed. The preferred approach is in-person attendance, with consideration for remote participation on a case-by-case basis

**7. Meeting Schedule**

Two meetings were scheduled on Public Holidays dates changed.

3<sup>rd</sup> of November was changed to the 19<sup>th</sup> of November 2025

6<sup>th</sup> of April was changed to the 13<sup>th</sup> of April 2025

**Meeting closed at 11:32**

**Action Items:**

<b>All Committee Members</b>	Organise a BBQ for the community to chat about what's on and share useful information.	Time line ongoing a date for the event to be set at a future meeting
<b>All Committee Members</b>	Create a database on the gaps and weaknesses within your organisation.	Time line next committee meeting or email to Council jodym@georgetown.tas.gov.au