

Meander Valley Council

W O R K I N G T O G E T H E R

ORDINARY AGENDA

COUNCIL MEETING

Tuesday 15 November 2016

COUNCIL MEETING VISITORS

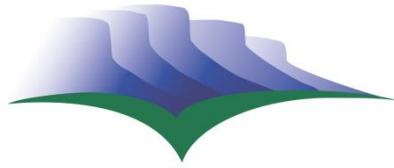
Visitors are most welcome to attend Council meetings.

Visitors attending a Council Meeting agree to abide by the following rules:-

- Visitors are required to sign the Visitor Book and provide their name and full residential address before entering the meeting room.
- Visitors are only allowed to address Council with the permission of the Chairperson.
- When addressing Council the speaker is asked not to swear or use threatening language.
- Visitors who refuse to abide by these rules will be asked to leave the meeting by the Chairperson.

SECURITY PROCEDURES

- Council staff will ensure that all visitors have signed the Visitor Book.
- A visitor who continually interjects during the meeting or uses threatening language to Councillors or staff, will be asked by the Chairperson to cease immediately.
- If the visitor fails to abide by the request of the Chairperson, the Chairperson shall suspend the meeting and ask the visitor to leave the meeting immediately.
- If the visitor fails to leave the meeting immediately, the General Manager is to contact Tasmania Police to come and remove the visitor from the building.
- Once the visitor has left the building the Chairperson may resume the meeting.
- In the case of extreme emergency caused by a visitor, the Chairperson is to activate the Distress Button immediately and Tasmania Police will be called.



Meander Valley Council

WORKING TOGETHER

PO Box 102, Westbury,
Tasmania, 7303

Dear Councillors

I wish to advise that an ordinary meeting of the Meander Valley Council will be held at the Westbury Council Chambers, 26 Lyall Street, Westbury, on **Tuesday 15 November 2016 at 1.30pm.**

Martin Gill
GENERAL MANAGER

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Evacuation and Safety:

At the commencement of the meeting the Mayor will advise that,

- Evacuation details and information are located on the wall to his right;
- In the unlikelyhood of an emergency evacuation an alarm will sound and evacuation wardens will assist with the evacuation. When directed, everyone will be required to exit in an orderly fashion through the front doors and go directly to the evacuation point which is in the car-park at the side of the Town Hall.

Agenda for an ordinary meeting of the Meander Valley Council to be held at the Council Chambers Meeting Room, 26 Lyall Street, Westbury, on Tuesday 15 November 2016 at 1.30pm.

PRESENT:**APOLOGIES:****IN ATTENDANCE:****CONFIRMATION OF MINUTES:**

Councillor xx moved and Councillor xx seconded, ***“that the minutes of the Ordinary meeting of Council held on Tuesday 11 October, 2016, be received and confirmed.”***

COUNCIL WORKSHOPS HELD SINCE THE LAST MEETING:

Date :	Items discussed:
25 October 2016	<ul style="list-style-type: none">• Presentation by Ross Hart MP• Infrastructure Discussion• Hadspen Urban Growth Project• Community Forums Proposal• Review of Council Committees and relevance• Northern Tasmania Development – Transition to the new Governance Model

ANNOUNCEMENTS BY THE MAYOR:

Friday 21 October 2016

Northern Regional Flood Recovery Committee meeting

Tuesday 25 October 2016

LGAT Regional Breakfast

Council workshop

Thursday 27 October 2016

Mole Creek Progress Association

Council Combined Staff Meeting

METRO Tasmania Board briefing

Friday 28 October 2016

Official welcome at TAMS/IPWEA Annual Conference

Thursday 3 November 2016

Mayors Professional Development Day

Friday 4 November 2016

LGAT General meeting

Saturday 5 November 2016

Westbury Show

Open "Amazing Tasmanian Science Stories" art exhibition, Deloraine

Sunday 5 November 2016

Westbury Show, judge the Concours d'Elegance

Monday 6 November 2016

Official opening, Australian 25 years and Under Darts Championship, Westbury

Thursday 10 November 2016

TasWater Shareholders representatives meeting

Friday 11 November 2016

NTD Executives Committee meeting

DECLARATIONS OF INTEREST:

TABLING OF PETITIONS:

PUBLIC QUESTION TIME

General Rules for Question Time:

Public question time will continue for no more than thirty minutes for 'questions on notice' and 'questions without notice'.

At the beginning of public question time, the Chairperson will firstly refer to the questions on notice. The Chairperson will ask each person who has a question on notice to come forward and state their name and where they are from (suburb or town) before asking their question(s).

The Chairperson will then ask anyone else with a question without notice to come forward and give their name and where they are from (suburb or town) before asking their question.

If called upon by the Chairperson, a person asking a question without notice may need to submit a written copy of their question to the Chairperson in order to clarify the content of the question.

A member of the public may ask a Council officer to read their question for them.

If accepted by the Chairperson, the question will be responded to, or, it may be taken on notice as a 'question on notice' for the next Council meeting. Questions will usually be taken on notice in cases where the questions raised at the meeting require further research or clarification. These questions will need to be submitted as a written copy to the Chairperson prior to the end of public question time.

The Chairperson may direct a Councillor or Council officer to provide a response.

All questions and answers must be kept as brief as possible.

There will be no debate on any questions or answers.

In the event that the same or similar question is raised by more than one person, an answer may be given as a combined response.

Questions on notice and their responses will be minuted.

Questions without notice raised during public question time and the responses to them will not be minuted or recorded in any way with exception to those questions taken on notice for the next Council meeting.

Once the allocated time period of thirty minutes has ended, the Chairperson will declare public question time ended. At this time, any person who has not had the opportunity to put forward a question will be invited to submit their question in writing for the next meeting.

Notes

- Council officers may be called upon to provide assistance to those wishing to register a question, particularly those with a disability or from non-English speaking cultures, by typing their questions.
- The Chairperson may allocate a maximum time for each question, depending on the complexity of the issue, and on how many questions are asked at the meeting. The Chairperson may also indicate when sufficient response to a question has been provided.
- Limited Privilege: Members of the public should be reminded that the protection of parliamentary privilege does not apply to local government, and any statements or discussion in the Council Chamber or any document, produced are subject to the laws of defamation.

For further information please telephone 6393 5300 or visit www.meander.tas.gov.au

PUBLIC QUESTION TIME

1. QUESTIONS TAKEN ON NOTICE – OCTOBER 2016

Nil

2. QUESTIONS WITHOUT NOTICE – NOVEMBER 2016

COUNCILLOR QUESTION TIME

1. COUNCILLOR QUESTIONS TAKEN ON NOTICE – OCTOBER 2016

1.1 Cr Bob Richardson

- a) Some time ago, the Tasmanian Government forced the removal of responsibility for sewage and water from Councils. This has resulted in the formation of the Hobart-based TasWater.

Under Council's administration of water/sewage, would it be fair to say that "board" decisions were made by Councillors (as part of their responsibilities) and administration was undertaken by Council officers as part of their duties?

Response by Martin Gill General Manager

Yes

Could Council estimate the number of FTE Council employees involved with sewage and water (prior to the forced change)?

Response by Martin Gill General Manager

There were three actual operational employees within the Works Dept and possibly three more FTE's is a reasonable estimate for Management and Supervision, engineering and administration

1.2 Cr Andrew Connor

- a) Can Council advise on the number of reported sewage spills in the last 10 years in the Meander Valley Council area?

Response by Martin Gill, General Manager

Since 2007 there has been:

- **14 – Waste Water Treatment Plant and sewer pipe overflows**
- **52 – Pump station overflows**

The majority of the pump station overflows have occurred in Blackstone Heights and Prospect Vale.

TasWater upgraded the pump stations in these locations during 2015.

- b) Can council advise on the approximate amount of funds spent on water and sewage infrastructure in the Meander Valley Council area in the last 10 years? (TasWater may be able to provide figures for years since council managed these services)

Response by Martin Gill, General Manager

The following table shows the expenditure by Council in the three years preceding Ben Lomond Water/Taswater. Council has written to Taswater seeking the information for the seven years from 2010 onwards. I will provide that information when received.

Water and Sewerage Infrastructure Annual Capital and Operating Costs Meander Valley Local Government Area		
Year	Capital	Responsible Agency
2006 - 2007	\$864,300	Meander Valley
2007 - 2008	\$289,700	
2008 - 2009	\$452,100	
2009 - 2010		Ben Lomond
2010 - 2011		
2011 - 2012		
2012 - 2013		
2013 - 2014		TasWater
2014 - 2015		
2015 - 2016		

c) Could council officers please advise on the potential costs and savings to council if it participated in an interest-free loan offer from the Tasmanian Government.

For example, what would be the saving in interest if it took a \$1 million loan over a 3 year period?

What costs could be incurred in terms of additional project management during construction and potential staff layoffs post construction when council has then spent well ahead of its long term work plan?

Do council officers think it would be practical or wise for council to participate in this interest-free loan offer?

Response by Martin Gill, General Manager

There may be potential to make some savings.

According to the criteria released by the Department of Treasury and Finance a \$1 million loan from the accelerated local government program would be subject to the interest rebate. If Council was to take a loan to bring a capital works project forward under these conditions rather than use money from its cash reserve there would be a saving to Council of \$27,500 dollars per year made through the interest earned on the \$1 million that Council invested over three years.

This saving may be offset by the resources required to manage a project not in the current capital works budget. For instance in order to manage the additional \$2.5 million in capital expenditure adopted by Council in the 2015 – 2016 budget a contract project manager was engaged to manage existing projects and prepare tender documents for new projects. The cost of this additional resource is about \$60,000 per year.

This saving may also be offset by the premium that may be paid to contractors to construct these projects. That is, a project may cost more to construct because of the demand on service, initiated by the state government program. Having reviewed the criteria released by the Department of Treasury and Finance, my view is that we don't have the resource capacity or need to bring capital work projects forward because:

- in the last two years Meander Valley Council has increased its own capital works budget and already brought projects forward***
- additional temporary resources have been required to keep these projects progressing so our operating budget has increased***

d) In light of significant progress recently with council amalgamation discussions in Tasmania's southern region would Council provide an update on shared service discussions with other councils in this region? The last update at a Council meeting was in February.

Response by Martin Gill, General Manager

Since February this year the shared service project has progressed through the following actions:

- **8 regional Councils agree to participate in, and co-fund, a benchmarking project**
- **Working group is formed made up of General Managers and senior Corporate Services staff from each Council**
- **Councils sign an Memorandum of Understanding with Department of Premier and Cabinet securing a financial contribution from the state toward the project**
- **Tender brief prepared by working group**
- **Tender document advertised and 9 proposals are received**
- **Working group short lists then interviews three parties**
- **KPMG are preferred tenderer**
- **Working group have been negotiating contract with KPMG**
- **Contract executed in first week November**
- **Project is anticipated to take 5 months to complete**

1.3 Cr Tanya King

Later in today's meeting (GOV 3 - Code of Conduct Panel Determination), Council will be asked to receive the Code of Conduct Panel Determination report in accordance with the requirements of Section 28ZK (4) of the Local Government Act 1993.

The Code of Conduct complaint against Cr Tanya King was made and submitted by Mr Bronte Booth on 7 July 2016 alleging that Cr King had breached standards of the Meander Valley Council Code of Conduct.

The complaint was dismissed, as no breach of the Code of Conduct was found. The anticipated cost to Meander Valley Council for the determination is \$2,452.19.

Letters were also received by the General Manager from Bleyer Lawyers making similar false allegations, and based on those false allegations, demanding a number of actions. The first letter was received on Tuesday 12 July at 11:09am, the morning of the July meeting of Council, acting for 'Concerned Meander Residents & Ratepayers'. The second letter was received on Monday 8 August acting for Meander Area Residents and Ratepayers Association (formerly Concerned Meander Residents & Ratepayers).

What costs were incurred by Mr Bronte Booth to submit his Code of Conduct complaint?

What costs, both internal and external, were incurred by Meander Valley Council to seek advice and respond to the letters from Bleyer Lawyers?

I wonder what costs were incurred by Meander Area Residents and Ratepayers Association to submit their letters, given the members' association with Vanessa Bleyer?

Response by Martin Gill, General Manager

Mr Bronte Booth did not incur any costs in submitting the Code of Conduct complaint.

Meander Valley Council incurred a number of different costs.

- 1. Legal advice – Council has not received a detailed invoice for this work, from our legal representative at the time of writing. Experience would suggest, however, that the costs would be in the range of \$3000**
- 2. Officer time – the General Manager prepared letters and instructed the legal representative these costs would be in the range of \$1000**

I have no knowledge of the costs that might have been incurred by the Meander Area Residents and Ratepayers Association

1.4 Cr Ian Mackenzie

In regards to roadside spraying, in particular gorse hedges on Oaks Road –

- a) When were the hedges sprayed?
- b) Why were the hedges sprayed when they are well maintained, trimmed and formed?
- c) When were the property owners consulted?

Response by Matthew Millwood, Director Works

- (a) The weed spraying at Oaks Road was undertaken in April 2016 as part of a broader program.**
- (b) The road network where this spraying program occurred was evaluated with the contractor prior to commencement and the maintained gorse hedges were required to be quarantined from spraying.**
- (c) The adjacent land owners were not consulted in regard to this program. The property owner with the subject gorse hedge has been contacted by the Director Works.**

2. COUNCILLOR QUESTIONS WITH NOTICE – NOVEMBER 2016

2.1 Councillor Deborah White

- a) During the process of tendering the Meander Primary School, there was a lot of correspondence received from members of the community that apparently went unanswered. Could the GM describe the process by which correspondence is received and dealt with by Council?

Response by Martin Gill, General Manager

Correspondence addressed to Council is received by the Records Officer, registered and then distributed to a responsible officer through the ECM task system. The responsible officer is usually the officer managing a particular project or department.

Correspondence addressed to the Mayor or Councillors is sent to the General Manager and the Executive Assistant as well as the responsible officer.

All correspondence to the Mayor and Councillors is acknowledged by either the General Manager or responsible officer. The Executive Assistant or the responsible officer will also distribute this correspondence to the Mayor and Councillors by either the briefing reports or email.

In acknowledging this correspondence the General Manager or responsible officer will only answer questions regarding operational matters or an adopted position of Council.

In some cases, and certainly in correspondence from the community regarding the Meander Primary School, there are questions that I do not answer because they are specific questions to the elected members or there is no formal position of Council.

In the case of the Meander Primary School all but one letter was acknowledged by the responsible officer or the General Manager.

I understand from conversations with members of the community who wrote to Council regarding the Meander Primary School that the expectation was that a response would be provided by all of the Councillors individually.

- b) We have recently been advised of items added to the workshop agenda some days before the event. Could the GM describe the process by which workshop agenda items are received and the agenda compiled?

Response by Martin Gill, General Manager

The Council workshop agenda items are generated from a number of sources:

- **Council Officers:**
 - *presenting proposed projects*
 - *reporting on projects*
 - *providing information on future agenda items*
- **Councillors**
 - *Seeking information or discussion on issues*
 - *Following up deferred agenda items*
 - *Presenting new initiatives or community concerns*
- **External Parties**
 - *LGAT or other peer bodies*
 - *State or other Government Agencies*
 - *Community groups*

The workshop agendas are usually planned by the directors at the fortnightly directors meetings. Most requests come through this forum and are discussed in the context of current priorities and benefit to Council.

Council officers or Councillors are responsible for preparing a report on an item and organising supporting material. This is collated into an agenda and distributed to Councillors in the week before the Council workshop.

There are occasions when a Councillor or a third party will make a late request to have an item on the agenda. In these cases the request should be made to the chair of the workshop who will make a decision whether to amend the agenda and accommodate the request.

3. COUNCILLOR QUESTIONS WITHOUT NOTICE – NOVEMBER 2016

DEPUTATIONS BY MEMBERS OF THE PUBLIC

NOTICE OF MOTIONS BY COUNCILLORS

GOV 4 MEANDER VALLEY RURAL PRIMARY HEALTH SERVICES PROGRAM –
CR BOB RICHARDSON

CERTIFICATION

"I certify that with respect to all advice, information or recommendation provided to Council with this agenda:

1. 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
2. where any advice is given directly to Council by a person who does not have the required qualifications or experience that person has obtained and taken into account in that person's general advice the advice from an appropriately qualified or experienced person."

A handwritten signature in black ink, appearing to read 'M Gill', with a long, sweeping horizontal line extending to the right across the page.

Martin Gill
GENERAL MANAGER

"Notes: S65(1) of the Local Government Act requires the General Manager to 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. S65(2) forbids Council from deciding any matter which requires the advice of a qualified person without considering that advice."

DEV 1 POLICY REVIEW NO. 22 – BUILDING PLANS AND APPROVALS LIST

1) Introduction

The purpose of this report is for Council to review Policy No 22 – Building Plans and Approvals Lists.

2) Background

This policy provides guidance for Council when responding to requests to provide building plans to external parties.

The policy is that Council only provides copies of house plans to authorised people, i.e. Valuer-General, banks or when the owner gives consent to a third party.

It also provides that lists of building approvals not be provided to external parties.

3) Strategic/Annual Plan Conformance

The Annual Plan provided for the policy to be reviewed in the 2016 December quarter.

4) Policy Implications

The process of Policy review will ensure that policies are up to date and appropriate.

5) Statutory Requirements

Copyright Act 1968
Privacy Act 1988
Building Act 2000

6) Risk Management

Council needs to manage any potential liability associated with the release of information that may be deemed personal without the consent of the individuals concerned.

Council needs to be mindful of intellectual property regulations when distributing building plans.

7) Consultation with State Government and other Authorities

Not applicable

8) Community Consultation

Not applicable

9) Financial Impact

Not applicable

10) Alternative Options

Council can elect to make amendments or discontinue the existing Policy.

11) Officers Comments

The policy is still relevant.

Council has previously taken legal advice that documents forming part of a development application may be subject to copyright laws. In the case of building plans these are the express property of the owner of the plans and cannot be copied or distributed without their permission. In addition, there is also the issue of property security and personal information associated with the distribution of material that can identify the owners.

AUTHOR: Martin Gill
GENERAL MANAGER

12) Recommendation

It is recommended that Council confirm the continuation of Policy No 22 – Building Plans and Approvals Lists, as follows:

POLICY MANUAL

Policy Number: 22

Building Plans and Approval Lists

Purpose: To outline the basis upon which building plans and approval lists are provided to third parties.

Department: Development Services

Author: Martin Gill, Director

Council Meeting Date: ~~12 November 2013~~ 15 November 2016

Minute Number: 192/2013

Next Review Date: ~~November 2016~~ November 2020

POLICY

1. Definitions

Nil.

2. Objective

To ensure that there is a clear understanding for the basis upon which building plans and approval lists are provided to third parties.

3. Scope

This policy applies to all employees of Council.

4. Policy

That Council will only issue copies of building plans to persons either authorised by the owner of the property, in the form of written consent, or to persons undertaking a statutory duty that have the right to access a copy of the plan.

That Council will not provide building approval lists other than to meet its statutory obligations under relevant legislation.

5. Legislation

Nil. Building Act 2000

6. Responsibility

The Director Development Services is responsible for administering this policy. Responsibility for the operation of this policy rests with the Director Development Services.

DECISION:

GOV 1 APPOINTMENT OF ACTING GENERAL MANAGER

1) Introduction

The purpose of this report is for Council to consider the appointment of an Acting General Manager while the General Manager is on annual leave.

2) Background

Section 61(6) of the Local Government Act 1993 states:

The mayor may appoint a person as acting general manager until –
b) the council appoints another acting general manager.

The General Manager is taking Annual Leave from 11 November 2016 to 23 November 2016, inclusive.

The Mayor has appointed Dino De Paoli during this period subject to the confirmation of Council at the Ordinary Council meeting on 15 November 2016.

3) Strategic/Annual Plan

Not applicable

4) Policy Implications

Not applicable

5) Statutory Requirements

Meets the requirements of the Local Government Act 1993 in that Council appoints an Acting General Manager.

6) Risk Management

Not applicable

7) Consultation with State Government and other Authorities

Not applicable

8) Community Consultation

Not applicable

9) Financial Impact

There is no additional cost to Council.

10) Alternative Options

Council can elect to appoint another council officer to the position.

11) Officers Comments

It is proposed that Council appoints the Director Infrastructure Services, Mr Dino De Paoli, as the Acting General Manager from 15 November 2016 to 23 November 2016 inclusive.

AUTHOR: Martin Gill
GENERAL MANAGER

12) Recommendation

It is recommended that Council appoints the Director Infrastructure Services, Mr Dino De Paoli, as the Acting General Manager from 15 November 2016 to 23 November 2016 inclusive when the General Manager is on Annual Leave.

DECISION:

GOV 2 2016-2017 COMMUNITY GRANTS APPLICATION ASSESSMENTS - ROUND 2 - OCTOBER 2016

1) Introduction

The purpose of this report is to present for Council approval, the recommendations of the Community Grants Committee for Community Grants Round 2.

2) Background

This is the second round of assessments in 2016-17. The total Grants allocation for the year is \$88,500 (1% of the General Rate) plus unspent carry-overs from 2015-16 of \$10,000. Of the \$98,500 available, \$10,000 is earmarked for Council's policy for refunding regulatory fees to community groups and \$12,000 is earmarked for sponsorships and establishment grants leaving a balance of \$76,500 for Community Grants. With four rounds each year, the Committee aims to work within an amount of 25% of the balance, each quarter. For 2016-17 this is \$19,125.

Committee members Crs Tanya King and Ian Mackenzie, Vicki Jordan (Community Officer) and Malcom Salter (Director Corporate Services) and support officers: Patrick Gambles (Community Development Manager) and Merrilyn Young (Grants Administrator) met on 25 October 2016 to consider the applications received.

3) Strategic/Annual Plan Conformance

Furthers the objectives of the Council's Community Strategic Plan 2014 to 2024:

- Future Direction (3): Vibrant and engaged communities

4) Policy Implications

The Grants assessment process was undertaken in accordance with the guidelines attached to the Community Grants Policy No 82.

5) Statutory Requirements

Section 77 of the Local Government Act 1993 – *'Details of any grant made are to be included in the Annual Report of the Council'*

6) Risk Management

Liability and public risk issues are considered in evaluating grant applications.

7) Consultation with State Government and other Authorities

Not applicable

8) Community Consultation

Advice and assistance is provided to applicants on request. The Community Grants program is communicated through community networks and the media. An Information and Guidelines Kit is available from the Council website with hard copies on hand at Council reception. A Grants Information Forum is held annually in May.

9) Financial Impact

The awarding of grants is made within the limits of the annual budget allocation which is spread over four rounds throughout the year.

10) Alternative Options

Council can amend or elect not to approve the Committee's recommendations.

11) Officers Comments

Individual Sponsorship Requests

The following requests have been approved by the General Manager during the period July - October 2016:

Name	Resident	Purpose	\$
Jed Fleming	Blackstone Heights	Australian Schools Orienteering Championships - QLD	150
Jimmy Lyall	Western Creek	2016 National Cross Country Championships - ACT	150
Marlene Exton	Prospect Vale	Australian Indoor Bias Bowls National Champs - NSW	150
Ryan Lanham	Prospect Vale	Australian National Futsal Championships - NSW	150
Meg Sauerwald	Prospect Vale	School Sports Australia (Touch) Tournament - WA	150
Will Fleming	Blackstone Heights	National Youth Championships (Soccer) - NSW	150
Stefan Tantari	Prospect Vale	National Youth Championships (Soccer) - NSW	150
Hayden Scott	Westbury	Darts Australia Junior Championships - VIC	150
Benjamin Scott	Westbury	Darts Australia Junior Championships - VIC	150
TOTAL			1,350

Grant Applications and Sponsorship Requests from Organisations

Twelve applications were received totalling requests of \$31,386. A range of factors were considered to achieve a fair distribution. The recommended outcomes are indicated in the final column of the following table:

Organisation	Project	Project Cost \$	Grant Requested \$	Grant Recommended \$
Bracknell Primary School	150th Anniversary	4,000	3,000	2,200*
Darts Tasmania Inc	Under 25 National Champs.	5,158	2,579	2,579*
Deloraine Agr & Past. Soc.	Community Mural Youth Project	3,000	3,000	2,000
Deloraine Bowls Club	Floor covering at Clubhouse	7,083	3,000	2,000
Deloraine Tennis Club	Clubroom upgrade	5,907	2,907	2,000
Deloraine Little Athletics	Electronic timing gates	6,215	3,000	2,500
Westbury Library	Introduction to Creative Writing	1,284	600	600
Golden Valley community	Our Phone Tree website	2,800	2,800	700
Prospect Jun. Football Club	10 Years of Junior Footballs	9,100	3,000	-
Rotary Club of Westbury	Westbury Car Show	3,000	1,500	1,500*
Tasmanian Junior Beef Expo	Tasmanian Junior Beef Expo	4,559	3,000	1,500
V. Diemens Street Rod Club	Deloraine Street Car Show	18,500	3,000	1,500
TOTAL		70,606	31,386	19,079

*These requests have been funded in advance of the October Council meeting with the approval of the General Manager – to meet event timelines.

Eleven allocations equalling \$19,079 are recommended for approval by Council. These have a total project cost of \$61,506.

One application did not receive funding in this round for the following reason:

Organisation	Project	Grant Requested	Reason
Prospect Jun. Football Club	10 Years of Junior Footballs	3,000	DEFERRED to Rd 3 Jan 2017

AUTHOR: Patrick Gambles
ACTING DIRECTOR GOVERNANCE & COMMUNITY SERVICES

12) Recommendation

It is recommended that Council:

- a) notes the Individual Sponsorships approved by the General Manager during the period July – October 2016; and***

b) endorses the recommendations of the Community Grants Committee and approves the allocation of funds to the applicants as listed in the following table:

Organisation	Project	Grant Recommended \$
Bracknell Primary School	150th Anniversary	2,200*
Darts Tasmania Inc	Under 25 National Champs.	2,579*
Deloraine Agr & Past. Society	Community Mural Youth Project	2,000
Deloraine Bowls Club	Floor covering at Clubhouse	2,000
Deloraine Tennis Club	Clubroom upgrade	2,000
Deloraine Little Athletics	Electronic timing gates	2,500
Westbury Library	Introduction to Creative Writing	600
Golden Valley community	Our Phone Tree website	700
Rotary Club of Westbury	Westbury Car Show	1,500*
Tasmanian Junior Beef Expo	Tasmanian Junior Beef Expo	1,500
Van Diemens Street Rod Club	Deloraine Street Car Show	1,500
TOTAL		19,079

DECISION:

GOV 3 APPOINTMENT OF COUNCIL REPRESENTATIVES TO VARIOUS COMMITTEES AND ORGANISATIONS

1) Introduction

The purpose of this report is to confirm Councillors' representation on various committees and organisations for the period November 2016 to the date of the next Local Government Election.

2) Background

Councillors' representation on committees and organisations was last established at a Council meeting held in December 2014 as below:

SPECIAL COMMITTEE – ADVISORY ROLE TO COUNCIL

<i>Group:</i>	<i>Representative:</i>
<i>Natural Resource Management Committee</i>	<i>1 elected member Cr Kelly</i>
<i>Townscape, Reserves and Parks Committee</i>	<i>3 elected members Cr Connor, Cr Synfield, Cr Richardson</i>

LEGISLATIVE COMMITTEE/ORGANSATION

<i>Group:</i>	<i>Representative:</i>
<i>Audit Panel</i>	<i>2 elected members Cr Richardson, Cr Mackenzie</i>
<i>MVC Emergency Management and Community Recovery Committee</i>	<i>2 elected members Cr Youd, Cr Connor</i>
<i>TasWater</i>	<i>1 elected member as Shareholder and 1 elected member as proxy Mayor Perkins, Cr Kelly</i>

EXTERNAL COMMITTEES/ORGANSATION

<i>Group:</i>	<i>Representative:</i>
<i>Community Safety Group</i>	<i>2 elected members Cr King, Cr Youd</i>
<i>Great Western Tiers Tourism Association</i>	<i>1 elected member as a liaison representative</i>

	<i>Cr Kelly</i>
<i>Launceston Salinity Action Group</i>	<i>1 elected member and 1 Council representative Cr Richardson and Stuart Brownlea</i>
<i>Meander Valley Enterprise Centre</i>	<i>2 elected members as liaison representatives Cr Kelly</i>
<i>Northern Tasmanian Natural Resource Management Association (NRM North)</i>	<i>1 Council representative as a liaison Stuart Brownlea</i>
<i>Northern Tasmanian Regional Development Board</i>	<i>1 elected member as Shareholder; 1 elected member and 1 Council representative for Local Government Committee Mayor Perkins, Cr Connor and the General Manager</i>
<i>Tamar Fire Management Area Committee</i>	<i>Martin Gill</i>
<i>Central North Fire Management Area Committee</i>	<i>Cr Kelly and Martin Gill</i>

INTERNAL COMMITTEES

<i>Group:</i>	<i>Representative:</i>
<i>Australia Day Awards Committee</i>	<i>2 elected members Mayor Perkins and Cr Kelly</i>
<i>Community Grants Committee</i>	<i>2 elected members Cr Mackenzie, Cr King</i>
<i>Development Assessment Group</i>	<i>2 elected members Cr Youd and Cr Mackenzie</i>
<i>Sustainable Environment Committee</i>	<i>3 elected members Cr White, Cr Richardson</i>

Traditionally, Council reviews this representation after each election. As council elections are now held every four years, it is deemed appropriate to bring this matter forward to half way through the electoral term.

This matter was discussed by Councillors at a workshop on 29 October 2016 where representations for the period November 2016 onwards, were considered.

3) Strategic/Annual Plan Conformance

Supports the objectives of the Council's Community Strategic Plan 2014 to 2024:

- Future Direction (3): Vibrant and engaged communities
- Future Direction (5): Innovative leadership and community governance

4) Policy Implications

Not applicable

5) Statutory Requirements

Not applicable

6) Risk Management

Not applicable

7) Consultation with State Government and other Authorities

Not applicable

8) Community Consultation

Not applicable

9) Financial Impact

Reimbursement of Councillor's expenses will be in accordance with Council Policy No. 24.

10) Alternative Options

Council can elect to discontinue all or some of the committees and /or change the number and name of representatives.

11) Officers Comments

In December 2011, committees and organisations involving Councillor-representation were established under the following headings:

Special Committee - Facility Management

These committees have a Memorandum of Understanding (MOU) for their operation, which identifies:-

- Council's responsibility;
- The Committee's responsibility;
- The Committee's financial reporting and auditing functions.

They mainly involve community volunteers and can have Councillors or Council representatives as members. Council approves the membership of these Committees and can determine how many and for what purpose they exist. *Example: Chudleigh Memorial Hall Committee*

Special Committee – Advisory Role to Council

These Committees operate by charter or terms of reference which outline their purpose. Elected members or Council representatives are members of these Committees. Council approves their membership and can determine how many and for what purpose they exist.

Example: Townscape, Reserves & Parks Committee

Legislative Committee/Organisation

Legislation outlines the operation and functions of the group and its representatives, and Council is required to comply.

Example: Audit Panel

External Committees/Organisation

These organisations tend to be incorporated bodies with the elected member or Council representatives having a liaison representative role only. Council can elect not to participate in these Committees or Organisations.

Example: Great Western Tiers Tourism Association

Internal Committees

These Committees consist of a mix of Councillors and Council officers and have a defined purpose with operational guidelines and delegations.

Council decides how many committees and for what purpose and what authority they have to operate.

Example: Community Grants Committee

AUTHOR: Patrick Gambles
ACTING DIRECTOR GOVERNANCE & COMMUNITY SERVICES

12) Recommendation

It is recommended that Council appoint the following representatives to Council committees and organisations for the period November 2016 to the date of the next Local Government Election:

SPECIAL COMMITTEE – ADVISORY ROLE TO COUNCIL

Group	Representative(s)
Natural Resource Management Committee	1 elected member: Cr Synfield
Townscape, Reserves and Parks Committee	3 elected members: Cr Connor, Cr Synfield, Cr Temple
Sustainable Environment Committee	3 elected members: Cr King, Cr Richardson, Cr White

LEGISLATIVE COMMITTEE/ORGANSATION

Group	Representative(s)
Audit Panel	1 elected member Cr Connor
MVC Emergency Management and Community Recovery Committee	2 elected members Cr Connor, Cr Richardson
TasWater	1 elected member as Shareholder and 1 elected member as proxy Mayor Perkins, Cr Kelly (proxy)

EXTERNAL COMMITTEES/ORGANSATION

Group	Representative(s)
Meander Valley Community Safety Group	2 elected members Cr King, Cr White (Cr Connor)
Great Western Tiers Tourism Association	1 elected member as a liaison representative - Cr Temple
Launceston Salinity Action Group	1 elected member and 1 Council officer representative Cr Richardson and Stuart Brownlea
Northern Tasmanian Natural Resource Management Association (NRM North)	1 Council representative as a liaison Stuart Brownlea

Tamar Fire Management Area Committee	1 Council officer General Manager's delegate
Central North Fire Management Area Committee	1 Council officer General Manager's delegate

INTERNAL COMMITTEES

Group	Representative(s)
Australia Day Awards Committee	2 elected members: Mayor Perkins and Cr Kelly
Community Grants Committee	2 elected members Cr Mackenzie, Cr King
Development Assessment Group	2 elected members Cr Kelly and Cr Mackenzie

DECISION:

**GOV 4 NOTICE OF MOTION – MEANDER VALLEY
RURAL PRIMARY HEALTH SERVICES PROGRAM
– CR BOB RICHARDSON**

1) Introduction

The purpose of this report is for Council to consider a Notice of Motion from Cr Richardson.

2) Background (Cr Richardson)

Motion:

1. That Council, via its Mayor, write to the Federal Minister for Health, Hon. Sussan Ley, to express its concern that the proposed changes to funding for the Rural Primary Health Services Program will result in the cessation of numerous highly successfully programs conducted in the Meander Valley. Further, council urges the Minister to restore the funding model which enables these valued (and valuable) programs into the future.
2. The letter to the Minister, with supporting information, be copied to Tasmanian Federal parliamentarians with a request for them to lobby the Minister to restore the job in question, to continue the health programs.
3. That Council offer to support relevant health organisations, such as Westbury Health, should they request support of Council in lobbying parliamentarians.

Preamble:

The Meander Valley Municipality lies to the east of Launceston. About 60% of its 20,000 residents lie in the rural part of the Council area.

That rural area is characterised by a relatively aged population, high youth unemployment/under-employment and relatively low household income.

It experiences all the attendant health and social challenges associated with rural areas across Australia.

However, in the Meander Valley a large range of programs has led to significant reduction in these challenges. Much of that is due to the

initiatives and hard work during the past 15 years of health workers attached to Westbury and Deloraine Community Health Centres.

During 2015/16 a very large number of programs in the Meander Valley were fronted by a mental health worker, a youth worker and two social workers.

Also 5,300 individuals benefitted from these programs. Programs included those which address suicide prevention, youth skills development, social inclusion, chronic condition self-management, community well-being, cultural inclusion, health literacy, individual psycho-education/therapy, individual and group counselling, physical and mental well-being, addressing children's challenging behaviour, drug and alcohol education/rehabilitation, loss, grief and trauma issues,.....

Many of these programs have been/are delivered in conjunction with a range of community groups, including council and with community organisations and volunteers. These remarkable and successful programs are at real risk of being removed from the rural section of Meander Valley Council.

The Federal Minister, Hon Sussan Ley, has announced changes to the funding model for the rural Primary Health Services Program. The effect of these alterations will be the loss of staff who have been responsible for these highly successful programs.

These programs will stop on 31 December, 2016 – unless the community can convince the Minister to change her mind.

Given Council's responsibility under the Local Government Act, I believe it behoves it to lead in the community's attempt to regain these valuable services.

Attached is a list of Meander Valley Programs conducted in 2015/16 as part of the rural Primary Health Services Program.

3) Strategic/Annual Plan Conformance

Further the objectives of the Council's Community Strategic Plan 2014 to 2024:

- Future Direction (3): Vibrant and engaged communities
- Future Direction (4): A healthy and safe community

4) Policy Implications

Not applicable

5) Statutory Requirements

Not applicable

6) Risk Management

Not applicable

7) Consultation with State Government and other Authorities

Not applicable

8) Community Consultation

Not applicable

9) Financial Impact

Not applicable

10) Alternative Options

Council can elect to amend or not support the recommendation

11) Officers Comments

The General Manager has previously written to the Minister for Health, Hon Sussan Ley, expressing our concerns about the loss of services.

Administration support has also been provided to a local community led campaign.

AUTHOR: Patrick Gambles
ACTING DIRECTOR GOVERNANCE & COMMUNITY SERVICES

12) Recommendation (Cr Richardson)

It is recommended that Council, via its Mayor,

- 1. write to the Federal Minister for Health, Hon. Sussan Ley, to express its concern that the proposed changes to funding for the Rural Primary Health Services Program will result in the cessation of numerous highly successful programs conducted in the Meander Valley. Further, council urges the Minister to restore the funding model which enables these valued (and valuable) programs into the future.*
- 2. The letter to the Minister, with supporting information, be copied to Tasmanian Federal parliamentarians with a request for them to lobby the Minister to restore the job in question, to continue the health programs.*
- 3. That Council offer to support relevant health organisations, such as Westbury Health, should they request support of Council in lobbying parliamentarians.*

DECISION:

Attachment 1: Meander Valley RPHSP Activity 2015/16

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning end/or delivery of activity)</i>
	Individual	Group					
Community health development	32	8 meetings, 4-5 participants per meeting	Monthly	Food Security Task Force; Reference group for development of social enterprise.	Community access to quality, affordable food ;social enterprise activity	Social Worker	Deloraine House, Deloraine Trade Training Centre, Meander Valley Business Enterprise Centre, Meander Valley Council, Food Connect group
	136	17 sessions with 8 participants	Fortnightly	Building Together Project	Youth skills development	Youth Worker	Local volunteers Education Department
	25	4 sessions with 7 participants	Monthly	CORES Meander Valley	Suicide prevention	Mental Health worker	Relationships Australia CORES Meander Valley Mental Illness Fellowship Deloraine House

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	80	52 participants	2 occasions	Winterglow Lantern workshops	Community wellbeing/social inclusion	Social Worker	Deloraine Arts Deloraine House
	90	6 sessions of 15 participants	Weekly	OPAL – Overcoming Pain & Living Well	Chronic condition self-management	Mental Health Worker	Kings Meadows Community Health
	80	80 participants	2 occasions	Community Dinners –	Community wellbeing/social inclusion	Social Worker	Deloraine House, Deloraine Trade Training Centre, Food Connect Group
Community health promotion and education.	45	3 sessions with 15 participants	Two 6 week courses	Get The Most Out Of Life support group	Chronic conditions	Social Worker Mental Health Worker.	Westbury CH Social Worker

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/for days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	94	9 Groups Average 10 participants	Weekly ; 1 x 9 week program	Mindfulness (MICBT)	Mental health & wellbeing; Depression, anxiety, chronic pain	Social Worker	
	36	6 sessions average 6 participants	Monthly	Tiers Tryers	Carer support group	Social Worker	Carers Tas. Meander Valley Tiers Tryers
		Individual sessions with participants as required.	Monthly	Community Shed	Chronic disease management and mental health wellness	Mental Health Worker	Deloraine District Hospital

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	176	11 sessions with 16 participants	Weekly	Youth Robotics Program	Youth skills development	Youth Worker	Teachers and volunteers
	387	84 sessions with 28 participants	Weekly exercise sessions	Strength Building and Fitness 101	Physical health and wellbeing	Youth Worker	You & Me PT
	182	26 sessions with 7 participants	Weekly (approx.)	Ex- L-erate Driver Mentoring Program	Social Isolation Skill development Access	Youth Worker	Driver Mentoring Tasmania Westbury Health Inc.
Community health promotion and education.	2542	41 sessions with 62 participants	9, ten weekly courses	Drumbeat Program. An experiential relationship building program	Mental Health Wellness	Youth Worker	Education Department Relationships Australia

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	1312	41 sessions with 32 participants	Weekly	Basket Ball Skills and Drills	Physical health and wellbeing	Youth Worker	Meander Valley Council
	236		Individual sessions on an ongoing basis	Let's Read – Early Literacy Promotion program	Literacy	Youth Worker	CHAPS Child Care Services Early Learning Services
	280	2 lots of 15 sessions 3 professional development sessions	2 programs; 3 groups: ,daily for 5 days 3 once only information sessions	Breathe for Health; Buteyko	Breathing difficulties : asthma, COPD, anxiety,	Social Worker	Professionals working with clients with breathing difficulties

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	60	6 sessions of 10 participants	Fortnightly	Living On	Living with loss, grief, trauma & life limiting illness	Mental Health Worker	Deloraine House
	6	1 session with 6 participants	Single session	End of Life Planning	End of life treatment & death anxiety	Mental Health Worker	Palliative Care Tasmania
	594	9 sessions with 66 participants	Monthly (approx)	Outdoor Challenge Program	Physical health and wellbeing	Youth Worker	PCYC THO-N Education Department Meander Valley Council
Community health promotion and education.	432	16 sessions with 27 participants	1 week of activities during school holidays 4 eight weekly courses week	Recycling Cycles	Physical health and wellbeing and reduced social isolation	Youth Worker	Meander Valley Council MVBUG

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	22	1 session with 22 participants	Single session	Men's Health Week event	Improving men's health outcomes	Mental Health worker	Deloraine Community Shed Rural Alive & Well
		50 sessions with 199 participants	29 days of activities over 6 school holiday periods	School Holiday Program	Physical health and wellbeing and reduced social isolation	Youth Worker	Meander Valley Council Mountain Biking Tasmania
	198	9 sessions with 22 participants sessions		Deloraine Showground Mural Project	Community Engagement & Wellbeing Drug and Alcohol	Youth Worker Community Artists X 2 YADIS	Education Department Deloraine Show Committee
	104	6 sessions with 6 participants	Monthly	Blokes Day Out	Social inclusion Mental Health Recovery Program	Mental Health Worker	THS Social Worker

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	300	50 total participants over 6 days	3 weekend leadership camp	Stepping Stones Leadership Camps	Physical health and wellbeing and reduced social isolation	Youth Worker	Meander Valley Council
Community health promotion and education.	10		One-off event	Behaviour Management Forum	Assist families address children's challenging behaviour	Mental Health Worker	St Giles
	38	10 sessions with 9 participants	Weekly	Walkfit Nordic Walking	Physical and mental health & wellbeing	Mental Health Worker	THS
	312	34 sessions with 15 participants	Weekly	Tai Chi and Dance	Physical and mental health & wellbeing	Mental Health Worker	THS

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
	55		One-off event	Let's Connect	Cultural inclusion, health literacy, service access.	Mental Health Worker	Colony 47, Aboriginal Pathways Program, RAW, Red Cross, Aboriginal Legal service, Ambulance Tasmania, Mental Illness Fellowship, Hearing Australia, Partners in Recovery
	25		One-off event	Meander Valley Goes Mental	Increase awareness of community & individual mental health	Mental Health Worker	Mental Illness Fellowship, Headspace, Glenhaven, Relationships Australia, Meander Valley Drummers

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
Youth Health	585		Daily	Individual Counselling Group Work	Relationship Issues Family Issues Abuse Depression Anxiety Social Isolation Disengagement	Youth Worker	
Social Work	900		Daily	Individual counselling	Depression, Anxiety, Relationship Issues, Chronic Conditions, Social Isolation, Grief & Loss, Trauma and Social Isolation	Social Worker	

Service Type*	Occasions of Service		Frequency of Service/ Activity	Activity Name <i>(for community development/groups/ events)</i>	Priority Health Need(s) Addressed*	RPHS Staff/ Subcontractors <i>(Involved in planning and/or delivery, including FTEs/or days/month)</i>	Partner Organisations <i>(formally involved in the planning and/or delivery of activity)</i>
	Individual	Group					
Mental Health Services	1206		Daily	Individual psycho-education, therapy	Mental health conditions including depression, bipolar affective disorder, anxiety, chronic conditions, relationship issues, grief and loss, stress & PTSD	Mental health worker	



**The Meander Valley Rural Primary Health Services Program
which is funded by the Federal Government is due to
cease on the 31st December 2016.**

What does this mean for you, the community of the Meander Valley???????

- It means The Meander Valley Rural Primary Health Services Program that has run for over twelve years in the Meander Valley — will cease!
- It means that the full-time Social Worker and the full-time Mental Health Worker that work out of the Deloraine Hospital and the full-time Youth Health and Development Worker who works out of the Westbury Community Centre, who all provide a wonderful range of services — will lose their positions and the services they provide — will cease!
- It means the fantastic range of activities provided for the community such as Blokes Day Out, Meander Valley Women on the Move, Nordic Walking, Exercise Groups, Basketball Skills and Drills program just to name a few — will cease!
- It means programs that promote well being, community connectedness and healthy living — will cease!
- It means to cease these services at the end of 2016 **WILL** certainly have a negative domino effect within this rural community
- It means we **WILL** be disadvantaged just because we live in a rural area
- It means the community **WILL** have significantly reduced access to free and confidential counselling and support in the Meander Valley
- It means you **WILL** have to travel to other areas which could be up to approximately 50kms away
- It means — what we have now as a community in the Meander Valley — will cease!

**Are you concerned how this decision will affect you, your family, friends and the
Meander Valley and community as a whole, after 2016, then**



- ⇒ in writing to the Federal Minister for Health, Sussan Ley, other members of the Federal Government, Local Government members, anyone who will listen, to strongly urge the Government to reconsider their decision.
- ⇒ Tell your own story or else you can contact Meander Valley Council on 6393 5300 or by email —mail@mvc.tas.gov.au for a 'Proforma Letter' which you can sign, put your name to and send to relevant people who are on a contact list which the council can also provide.
- ⇒ When in Deloraine the 'Proforma Letter' and contact list can be collected from Seppenfelts, at 13-15 Emu Bay Road.
- ⇒ Signing the petition, "Federal Health Minister : Save the Meander Valley Rural Primary Health Services Program." . This is extremely important. Please sign it too? Here's the link:

<https://www.change.org/p/federal-health-minister-save-the-meander-valley-rural-primary-health-services-program>



For further information you can also go to:
<http://ellamurphy8.wixsite.com/speakup>

**Meander Valley Community, lets get this
out there and make some loud noises!!!**



I write to you as a concerned resident and member the Meander Valley Community. I wish to raise my concerns in response to a recent announcement that all current rural Primary Health Services in the Meander Valley are to cease at the end of 2016.

For the past twelve years these services have provided a community Health Social Worker, a Mental Health Worker and a Youth Health Worker. The loss of these positions to this community is massive, with no indication of any equivalent replacement services.

This means that members from the Meander Valley community will no longer have access to free and confidential counselling and support. The community will also lose programs that promote well being, community connectedness and healthy living, not to mention building relationships of trust and confidence.

I have had personal experiences with these services and know of friends and associates from this community who have also been very vulnerable and at risk due to circumstances out of their control. It has been through being able to access these wonderful services that are currently available locally, being supported to see through the crisis, being assisted with regaining control and turning my life around, not only for my personal wellbeing but for that of my family too, that these services which the government intends to cut are critical to the Meander Valley area.

We live in a rural community where we are often disadvantaged and restricted to services by isolation. Having these services in a rural area means that the community can access them locally and not be disadvantaged. The alternative would be travelling to other areas which could be up to approximately 50 kms away. This is a barrier for many due to not having public transport, their own transport, not being able to drive and naturally cost and financial issues.

For the wellbeing of myself, community members of Meander Valley and the community as a whole, I am writing to you to strongly urge the government to reconsider their decision in regards to the funding of these services and positions. The decision to cease these at the end of 2016 will certainly have a negative dominos effect within this rural community and may very well lead to tragic outcomes for some.

Please come and visit us in the Meander Valley, hear some of the personal stories and talk directly with the people whom your decision will affect.

Thank you for your time.

Signed: _____

Name: _____

Address: _____

Phone/Mobile No. _____

Email: _____

Dated: _____

GOV 5 NORTHERN TASMANIA DEVELOPMENT – NEW GOVERNANCE MODEL

1) Introduction

The purpose of this report is for Council to consider the future governance model for Northern Tasmania Development.

2) Background

At the Ordinary Council Meeting September 2016 Council made the following resolution:

- 1. supports the winding up of Northern Tasmania Development Inc. and the transfer of assets and liabilities to a successor organisation.***

- 2. endorses in principle the creation of a successor organisation which shall be titled the Northern Tasmania Development Corporation Limited (NTDC) a company limited by guarantee***

commits to determining an agreed position in relation to points 3, 4 and 5 as follows by the November Council meeting

- 3. resolves to become a member of NTDC on and from 1 January 2017 and in doing so endorse the:***
 - Constitution of Northern Tasmanian Development Corporation***
 - Northern Tasmania Development Corporation Limited – Shareholder Agreement***

- 4. commits to funding the contribution amount over a period of three (3) consecutive years from the date that the membership commences.***

- 5. agrees that at the end of each three (3) year cycle a review will be undertaken.***

At the September Council workshop Maree Tetlow the Executive Director of Northern Tasmania Development presented an overview of the proposed changes to the governance model of the organisation.

At the Council workshop in October Council had further discussion on the proposed model and the ongoing commitment of Meander Valley.

3) Strategic/Annual Plan Conformance

Furthers the objectives of the Community Strategic Plan 2014 - 2024 in particular:

- Future direction (2) - A thriving local economy
- Future direction (5) - Innovative leadership and community governance

4) Policy Implications

Not applicable

5) Statutory Requirements

Not applicable

6) Risk Management

Not applicable

7) Consultation with State Government and other Authorities

The Implementation Committee has met with State Government.

8) Community Consultation

Not applicable

9) Financial Impact

Council has been asked to fund the new organisation for three years at the current contribution amount of \$62,000 indexed across the term.

10) Alternative Options

Council can elect to not approve the recommendation.

11) Officers Comments

The Community Strategic Plan 2014 – 2024 Future Direction 5 – Innovative leadership and community governance includes the following specific strategic outcome:

Councils in the region collaborate and share resources for the collective good of their communities.

The proposed new governance model for NTD and the agreed emphasis on driving regional economic development furthers this strategic outcome.

The move to a new governance model was a key recommendation in the *Review of Regional Bodies in Northern Tasmania – Final Report February 2016*.

The report advocated for a capable, responsive and accountable governance structure that enables collaboration between the three tiers of government and the private sector to grow the region and deliver regional priorities.

The proposed model has been developed with input from the private business sector in the form of an implementation committee. This is reflected in the proposed management roles within the restructured NTD:

- Council's would be shareholders
- The new organisation would be overseen by a skills based board

The restructured NTD will align priorities, resources and efforts towards outcomes that are crucial to the long term prospects of the region. The major benefits of this 'whole of region' approach are:

- Better utilisation of limited resources;
- Improving efficiency by reducing duplication;
- Better use of the region's 'human capital';
- Improved ability to attract support for priority initiatives;
- Enhanced empowerment and accountability.

Importantly the new organisation will adopt a process to determine the top regional priorities and to give these necessary focus to ensure successful outcomes. This will not stop Meander Valley Council pursuing local

initiatives, but it will give further strategic, and sector support, for projects in Meander Valley that benefit the region.

Copies of the proposed Constitution and Shareholders agreement have been attached.

A statement of purpose for the restructured NTD which is described as a Regional Economic Development Organisation in Northern Tasmania is attached.

AUTHOR: Martin Gill
GENERAL MANAGER

12) Recommendation

It is recommended that Council:

- 1. resolves to become a member of NTDC on and from 1 January 2017 and in doing so endorse the:***
 - Constitution of Northern Tasmanian Development Corporation***
 - Northern Tasmania Development Corporation Limited – Shareholder Agreement***
- 2. commits to funding the contribution amount over a period of three (3) consecutive years from the date that the membership commences.***
- 3. agrees that at the end of each three (3) year cycle a review will be undertaken.***

DECISION:

Corporations Act 2001

Company Limited by Guarantee

Constitution

of

Northern Tasmania Development Corporation Limited

ACN ***

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this constitution:

- (a) “Act” means the *Corporations Act 2001 (Cth)*;
- (b) “Business Day” means a day on which banks are open for general business in the State other than Saturday or Sunday;
- (c) “Company” means Northern Tasmania Development Corporation Limited, also referred to as NTDC, to which this constitution relates;
- (d) “Company Secretary” means the person appointed to perform the duties of a company secretary of NTDC;
- (e) “Directors” means the director or directors of NTDC acting as a body and where the Company only has only one director means that director;
- (f) “Effective Control” means the ability to exercise control over the decision-making of the relevant entity and, for a company, means holding at least 50% of the shares issued in the company or having 50% of the voting power for that company;
- (g) “Guarantee” means the obligation of the members to contribute to the assets of NTDC on a winding up;
- (h) “Guarantee Amount” means the actual dollar amount of the Guarantee that each member agrees to pursuant to this constitution, being the sum of ten dollars (\$10.00);
- (i) “Initial Member” means all of those persons or entities listed in the Schedule of Initial Members, who are the founding members of NTDC;
- (j) “Member” means any holder of shares in NTDC entered in the register of members;
- (k) “Related Corporation” means a company that is related to another company as related bodies corporate under the Act;
- (l) “Secured Loan” means a loan where:
 - (i) 100% of the loan is secured by a registered mortgage over real-estate: and
 - (ii) the market value of the mortgaged property (after deducting any mortgages on the property which have priority) is at least 110% of the amount lent at the time the loan is made;
- (m) “Share” means any share in the capital of NTDC issued and not cancelled from time to time;

- (n) “Special Resolution” means:
 - (i) in respect of a resolution to be passed by the members, a resolution requiring 75% of votes from members entitled to vote on a motion in a general meeting; and
 - (ii) in respect of a resolution to be passed by the directors, a resolution requiring 75% of votes from directors voting on a motion in a directors meeting;
- (o) “State” means the State or Territory in which NTDC is incorporated;
- (p) “Tier” means the financial reporting tier level that NTDC is subject to pursuant to the Act;
- (q) “Transfer Notice” means a notice given in accordance with **clause 8.1**;
- (r) “Transmission Event” means:
 - (i) in respect of a member who is an individual:
 - A. the death of the member;
 - B. the bankruptcy of the member;
 - C. the member becoming of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health; or
 - D. the discontinuation, amalgamation or other reconstruction event relating to a Member; and
 - (ii) in respect of a member who is a body corporate, the dissolution of the member or the succession by another body corporate to the assets and liabilities of the member.

1.2 Interpretation

- (a) Section 46 of the *Acts Interpretation Act 1901 (Cth)* applies as if it were an instrument made by an authority under a power conferred by the Act as in force the day on which this constitution becomes binding on NTDC.
- (b) This constitution is to be interpreted subject to the Act. However, the rules that apply as replaceable rules to companies under the Act do not apply to NTDC.
- (c) Unless the contrary intention appears, an expression in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act has the same meaning as in that provision of the Act.

- (d) Subject to clause 1.2(c), unless the contrary intention appears, an expression in a regulation, rule or other legislative instrument that is defined for the purposes of the Act has the same meaning as in that regulation, rule or other legislative instrument.
- (e) Clause headings are inserted for convenience only and are not to be used in the interpretation and construction of this constitution.
- (f) Words:
 - (i) importing the singular include the plural and vice versa; and
 - (ii) importing one gender include other genders.
- (g) A reference to:
 - (i) any party or other person includes that person's successors and permitted assigns;
 - (ii) a statute, ordinance or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder;
 - (iii) this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;
 - (iv) a clause is a reference to a clause of this constitution;
 - (v) writing includes all means of reproducing words in a tangible and permanently visible form;
 - (vi) a person includes a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental subdivision or agency, association, cooperative and any other legal or commercial entity or undertaking; and
- (h) Where a party comprises two or more persons any obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party is deemed to include a reference to any one or more of those persons.

1.3 Name of the Company

The name of the Company is “Northern Tasmania Development Corporation Limited”. The Company may also be referred to in the abbreviated form of “NTDC”.

1.4 Type of Company

NTDC is a not-for-profit public company limited by guarantee.

1.5 Limited Liability of Members

The liability of the members is limited to the Guarantee Amount.

1.6 Guarantee

Each member must contribute the Guarantee Amount to the property of the Company if NTDC is wound up whilst a member is a member, or within twelve (12) months of a member ceasing to be a member, for the purposes of paying the debts and liabilities of the Company that have been incurred prior to the member ceasing to be a member and including the actual costs of the winding up.

1.7 Prospectuses

NTDC must not engage in any activity that would require disclosure to investors under Chapter 6D of the Act except as permitted by the Act.

2. MEMBERSHIP

2.1 Initial Members

The members of NTDC are:

- (a) The initial members set out in the Schedule of Initial Members;
- (b) any other person or entity that the directors allow to become a member, in accordance with this constitution.

2.2 Register of Members

- (a) NTDC must establish and maintain a register of members, which must contain all of the initial members set out in the Schedule of Initial Members.
- (b) The register of members must be kept by the Company Secretary, and must contain:
 - (i) for each current member:
 - A. full name of member or joint-members;
 - B. address of the member, as last notified by the member to NTDC;
 - C. an alternative address, if any, nominated by the member for the receiving of notices; and
 - D. the date that the member was entered on to the register of members; and
 - (ii) for each person or entity who ceased being a member within the previous seven (7) years:
 - A. full name of member or joint-members;

- B.** address of the member, as last notified by the member to NTDC;
 - C.** an alternative address, if any, nominated by the member for the receiving of notices;
 - D.** the date that the membership commenced; and
 - E.** the date that the membership ceased.
- (c) NTDC must give access to the register of members to all current members.
- (d) Information that is contained on the register of members must only be used by NTDC and, if accessed by any member, by that member, in a manner that is relevant to the interests or rights of the members.

2.3 Eligibility to be a Member

A person or entity who:

- (a) supports the purposes and objectives of NTDC;
- (b) is willing, by written deed, to become bound by this constitution and any other written instrument or obligation purporting to bind the members;
- (c) pays any application moneys for membership or for the issue of shares; and
- (d) is formally approved by the Directors

is eligible to become a member of NTDC. The Initial Members may, by Special Resolution in a general meeting of the Company, set any other specific criteria for membership of NTDC, but no member who is an existing member at the time any additional membership criteria is set under this **clause 2.3** can be expelled solely on account of not complying with the new criteria (i.e. all existing members would grand-fathered).

2.4 Application to Become a Member

A person or entity who desires to become a member of NTDC may apply to the Company Secretary in writing, stating that the person or entity:

- (a) wishes to become a member of NTDC; and
- (b) is willing and able to comply with all of the requirements of **clause 2.3**; and
- (c) expressly, will pay the Guarantee Amount if and when called upon to do so.

2.5 Consideration of Applications

- (a) The Directors must consider an application for membership within a reasonable time of the application being received by the Company Secretary.

- (b) If the Directors approve the application, the Company Secretary must, as soon as possible:
 - (i) enter the new members onto the register of members;
 - (ii) inform the new member in writing that the application has been successful, including notifying the member of the date on which the member's name was entered onto the register of members; and
 - (iii) if shares are issued in connection with the membership, issue a share certificate and send that to the member with the notification under **subclause (ii)**.
- (c) If the Directors reject the application, the Company Secretary must inform the applicant accordingly, but NTDC is not required to give reasons for the rejection.
- (d) For the avoidance of doubt, any defect in the application or approval process does not invalidate the approval of a member and if so approved, the member agrees to each of the matters set out in **clause 2.3**.

2.6 When a Member Becomes a Member

Other than the Initial Members, a person or entity becomes a member of NTDC when that member's name is entered onto the register of members.

2.7 When a Member Ceases to be a Member

- (a) A natural person immediately ceases to be a member of NTDC if that person:
 - (i) dies (but if a joint-member the surviving member continues as a member);
 - (ii) resigns as a member and disposes of any shareholding;
 - (iii) is expelled by the Directors for any reason; or
 - (iv) does not respond within three (3) months to a written request by the Company Secretary to the member to confirm the member's intention to remain as a member.
- (b) An entity immediately ceases to be a member of NTDC if that entity:
 - (i) is wound up or dissolved (whether voluntarily or otherwise);
 - (ii) resigns as a member and disposes of any shareholding;
 - (iii) is expelled by the Directors for any reason; or
 - (iv) does not respond within three (3) months to a written request by the Company Secretary to the member to confirm the member's intention to remain as a member.

2.8 Dispute Resolution for Members

- (a) The dispute resolution procedures set out in this **clause 2.8** apply to any dispute (disagreement) in relation to this constitution or other written instrument to which members are bound between a member or a Director and:
- (i) one or more members;
 - (ii) one or more Directors; or
 - (iii) the Company
- unless any other dispute resolution procedure exists in a written instrument that binds the members that purports to supersede or take priority to this **clause 2.8**, in which case that procedure must apply.
- (b) A member must not commence any dispute resolution procedure in relation to any matter that is the subject of a disciplinary proceeding under **clause 2.9** unless and until that disciplinary proceeding is completed in full.
- (c) Any party that has a dispute with another party that is subject to this dispute resolution procedure must give a written notice (“a Dispute Notice”) of that dispute to the other party. A Dispute Notice must include:
- (i) a general description of the dispute;
 - (ii) a statement as to how or why the notifying party believes the dispute to be a dispute;
 - (iii) a proposal or request to the other party about how the dispute can be satisfactorily resolved; and
 - (iv) notice of the party alleging the dispute, including preferred contact details and the signature of that party.
- (d) A party receiving a Dispute Notice must, in good faith, make all reasonable attempts to resolve the dispute directly with the notifying party within fourteen (14) days of receiving the Dispute Notice.
- (e) If the dispute is not resolved satisfactorily within the time period allowed under **subclause (d)**, either party may, within a further fourteen (14) days, refer the matter to the board of Directors (“a Referral Notice”) and if no referral is made by either party, the dispute is deemed to be resolved;
- (f) If the board of Directors receive a Referral Notice, the board may:
- (i) appoint one or more of the Directors to act as mediators to the parties in dispute; or

- (ii) in the case of a dispute with the Directors as a body, appoint an external mediator.

The appointed Directors, as mediators, or the independent mediator, must set a date for mediation within thirty (30) days of receiving a Referral Notice and the parties must, in good faith, attempt to settle the dispute by mediation. If for any reason a mediator cannot be appointed reasonably, either party may ask President of the Law Society of the state in which NTDC is incorporated, to appoint an independent mediator. All costs of an independent mediator must be shared equally by the parties, but otherwise the parties must bear their own costs of and incidental to the mediation.

- (g) Any mediator, whether a Director or independent:
 - (i) may be a member or former member of NTDC;
 - (ii) must not have a personal interest in the dispute or the outcome of the dispute;
 - (iii) must act impartially and fairly towards all parties to the dispute;
 - (iv) must ensure that the principles of due process and natural justice are strictly applied to the mediation process; and
 - (v) must not make a decision about the dispute but must, in good faith, assist the parties to come to a resolution.
- (h) if the parties in dispute have completed all of the steps set out in this **clause 2.8**, but no satisfactory resolution has been obtained, either party may then pursue whatever other remedies at law or in equity that the party may have.

2.9 Disciplinary Action for Members

- (a) The disciplinary procedures set out in this **clause 2.9** apply to all members and Directors of NTDC unless any other disciplinary procedure exists in a written instrument that binds the members that purports to supersede or take priority to this **clause 2.9**, in which case that procedure must apply.
- (b) Any member or Director may make a complaint to the board of Directors about any other member or Director in respect of conduct that:
 - (i) is in breach of this constitution or any other written instrument that is binding on the members;
 - (ii) is objectionable or unbecoming of a member;
 - (iii) brings, or is likely to bring, NTDC into disrepute;
 - (iv) causes, or is likely to cause, injury, loss or damage to NTDC; or

(v) is illegal.

For the avoidance of doubt this **clause 2.9** does not apply to any private conduct of a member or Director toward another member or Director that is not related to the membership or directorship of the aggrieved or offending parties, regardless of whether the aggrieved party has any other private remedy at law or in equity.

(c) Any party that wishes to make a complaint about another party must give a written notice (“a Complaint Notice”) to the board of Directors. A Complaint Notice must include:

- (i) a general description of the complaint, including sufficient detail to make out the alleged facts;
- (ii) a statement as to how or why the notifying party believes the complaint to comply with **subclause (b)**;
- (iii) notice of the party making the complaint, including preferred contact details and the signature of that party.

(d) Upon receipt of a Complaint Notice, the board of Directors must:

- (i) provide written confirmation to the party making the complaint, including providing a copy of this **clause 2.9**, that the complaint has been received and will be considered under the terms of this **clause 2.9**; and
- (ii) consider the complaint at the next meeting of the board of Directors.

If the complaint is made against one or more of the Directors, those Directors must be excused from the proceedings of the board for that purpose, and the balance of the Board may consider the complaint as a sub-committee of the board, and no quorum provisions are deemed to apply. In the alternative, the board of Directors may appoint an independent panel and may refer the complaint to that panel to be considered.

(e) For the avoidance of doubt, any costs of appointing an independent panel, and the discharge of that panel’s tasks are to be paid by NTDC, but the Company is entitled to seek reimbursement from the party making the complaint if the complaint is found, objectively, to be frivolous or vexatious.

(f) In considering any complaint, the board of Directors, or the panel appointed:

- (i) must act reasonably in all regards, and in a timely way;
- (ii) may undertake whatever investigations and enquiries it thinks fit;
- (iii) may hear from the complainant or any other person in support of the complaint;
- (iv) may disregard the ordinary rules of evidence; and

- (iv) must allow the person who is the subject of the complaint to be heard, along with any other witnesses that the person the subject of the complaint may reasonably seek to have heard.
- (g) The board, either on its own consideration or on the recommendation of the panel, may elect to:
 - (i) dismiss the complaint as frivolous and vexatious, with or without seeking reimbursement from the party making the complaint;
 - (ii) dismiss the complaint as being not sufficiently made out;
 - (iii) make no finding of culpability;
 - (iv) take no action at all;
 - (v) resolve to issue a warning to the member;
 - (vi) suspend the member's rights as a member for a defined period of time not exceeding twelve (12) months at the discretion of the board of Directors;
 - (vii) expel the member; or
 - (vi) refer the matter to appropriate civil or criminal law enforcement agencies.

For the avoidance of doubt, the board of Directors does not have any power to impose a pecuniary penalty on any member or Director.

- (h) Upon completion of the disciplinary process, the Company Secretary must notify the affected party in writing of the outcome.
- (i) Any member or Director that is the subject of a disciplinary decision under this **clause 2.9** is entitled to appeal that decision, at that party's own cost, through normal legal channels.
- (j) For the expediency of all parties involved, including the party making the complaint, all details of the disciplinary proceedings must be kept confidential and no notification or publication of the outcome of the proceedings may be made by any party until the whole of the process is complete. If no adverse finding is made against a party, then no public notification of the fact of the proceedings is to be made.
- (k) No party making a complaint, nor the board of Directors or independent panel, nor NTDC itself is liable to any member of Director for any injury, loss or damage suffered by that party in account of a complaint being made against that party that is made in good faith under this **clause 2.9**.

3. SHARE CAPITAL AND VARIATION OF RIGHTS

3.1 Power to Issue or Buy-back Shares

- (a) Notwithstanding that NTDC is limited by guarantee, subject to the provisions of this constitution and without prejudice to any subsisting special rights previously conferred on the holders of existing shares, the Company may, but is not bound to do so, issue share capital for whatever purposes the Company thinks fit, and the unissued shares in the Company are under the control of the Directors.
- (b) The Directors may allot or otherwise dispose of the shares, or issue or grant options in respect of shares, to any persons or entities on terms and conditions and at any time or times and with any preferred, deferred or other special rights, whether with regard to dividend, voting, return of capital or otherwise, as the Directors think fit.
- (c) The Directors may differentiate between the holders of partly paid shares as to the amount of calls to be paid and the time for payment.
- (d) Subject to the provisions of the Act, NTDC may reduce the share capital of the Company or buy-back shares of the Company or otherwise redeem its shares or share capital as permitted by the Act.

3.2 Pro Rata Offers to Existing Holders

Before issuing shares of a particular class, the Directors must offer the shares to the existing holders of shares of that class. As far as practicable, the number of shares offered to each holder must be in proportion to the number of shares of that class that they already hold. To make the offer, the Directors must give the existing holders a statement setting out the terms of the offer, including:

- (a) the number of shares offered; and
- (b) the period for which the offer will remain open.

3.3 Non Pro Rata Offers

The Directors may issue any shares not taken up under the offer under **clause 5** as it sees fit. NTDC may by resolution passed at a general meeting authorise the Directors to make a particular issue of shares without complying with **clause 5**.

3.4 Preference Shares

NTDC has power to issue preference shares, including redeemable preference shares, which are redeemable:

- (a) at a fixed time or on the happening of a particular event; or
- (b) at the Company's option; or

- (c) at the holder's option.

3.5 Class Rights

- (a) If the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied or cancelled (whether or not NTDC is being wound up) only by:
 - (i) Special Resolution of the Company; or
 - (ii) Special Resolution passed at a separate meeting of the class of members holding shares in the class; or
 - (ii) with the written consent of the members with at least 75% of the votes in the class.
- (b) The provisions of this constitution relating to general meetings will apply to every separate meeting referred to in **sub-clause (a)** with any changes that are necessary but so that:
 - (i) the necessary quorum is two persons holding, or representing by proxy, one-third of the issued shares of the class; and
 - (ii) any holder of shares in the class, present in person or by proxy or power of attorney or as representative, may demand a poll.
- (c) Without limiting in any way the classes of shares that NTDC may issue or the rights that may attach to any classes of shares or the variation of those classes or rights, the Company may issue new shares, or (subject to this clause) vary existing shares, of a designated class and with rights attaching to that class as suggested in **Schedule 1**, to this Constitution
- (d) If the shares issued upon registration of NTDC are divided into different classes and are given particular rights and the wording used to designate those classes and rights is not identical to that contained in **Schedule 1**, then **Schedule 1** immediately ceases to have any application this Constitution.
- (e) If, at any time after registration of NTDC, the Directors determine or the members resolve that shares of a designated class that is also contained in **Schedule 1** have rights of any kind, then to the extent of the inconsistency **Schedule 1** immediately ceases to have any application to this Constitution.

3.6 Rights Affected by Further Issue

The rights attached to an existing class of shares issued with preferred, deferred or other special rights are deemed to be varied by the creation or issue of new shares ranking equally with those existing shares unless the new issue is authorised by:

- (a) the terms of issue of the existing shares; or

- (b) the Company's constitution (if any) as in force when the existing shares were issued.

3.7 Brokerage, Commission and Interest on Share Capital

NTDC may exercise the powers of paying brokerage or commission conferred by the Act, provided that:

- (a) the rate, percent or the amount of the commission paid or agreed to be paid is disclosed in the manner required by the Act; and
- (b) the commission does not exceed the rate or an amount of ten percent of the total amount payable in respect of the shares upon their allotment.

Commission may be satisfied by any, all or a combination of the payment of cash or the allotment of fully or partly paid shares.

3.8 Trusts

- (a) If a member holds shares non-beneficially then that member must give notice to NTDC of that fact in accordance with the Act.
- (b) However, even if NTDC has notice of a claim or interest, the Company is not bound by, nor can the Company be compelled in any way to recognise any equitable, contingent, future or partial interest in or claim to any share, option, unit of a share or (except as otherwise provided by this constitution or by law) any other rights in respect of any share except an absolute right to the entirety in the registered holder.
- (c) With the consent of the Directors, shares held by a trustee may be marked in the register in a way so as to identify those shares as being held subject to the relevant trust. Otherwise, NTDC will not recognise any person as holding any share upon any trust, even if the Company has notice of that trust.

3.9 Encumbrances

- (a) A member must not provide that member's shares as security or create any encumbrance over those shares in favour of any person, except with the written approval of the Directors.
- (b) In granting a written approval under **sub-clause (a)**, the Directors may impose any terms or conditions that the Directors think fit.

3.10 Share Certificates

- (a) Every person whose name is entered as a member in the register of members is entitled, without payment, to receive a share certificate executed by NTDC in accordance with the Act.

- (b) In respect of a share or shares held jointly by several persons, NTDC is not bound to issue more than one certificate.
- (c) Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

4. LIENS

4.1 Lien for Unpaid Moneys

- (a) NTDC has a first and paramount lien on:
 - (i) each partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
 - (ii) all shares registered in the name of a single person for all money presently payable by that person or that person's estate to NTDC.
- (b) The Directors may at any time declare any share to be wholly or partially exempt from the provisions of this clause.
- (c) NTDC's lien, if any, on a share extends to all dividends payable on that share and to the proceeds from the sale of that share.
- (d) Registration by NTDC of a transfer of shares on which the Company has a lien without giving to the transferee notice of its claim releases the Company's lien in so far as it relates to sums owing by the transferor or any predecessor in title.

4.2 Sale under Lien

NTDC may sell, in any manner as the Directors think fit, any shares on which the Company has a lien where:

- (a) an amount in respect of which a lien exists under **clause 4.1** is presently payable;
- (b) NTDC has, not less than 14 days before the date of the sale, given to the registered holder of the share (or the person entitled to be registered by reason of the registered holder's death or bankruptcy) a notice in writing setting out, and demanding payment of, the amount in respect of which the lien exists as is presently payable.

4.3 Transfer of Shares Sold

- (a) To give effect to any sale under **clause 4.2**, the Directors may authorise some person to transfer the shares sold to the purchaser.
- (b) The purchaser will be registered as the holder of the shares comprised in any transfer under **sub-clause (a)**.

- (c) The purchaser is not bound to see to the application of the purchase money, nor will the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- (d) The proceeds of a disposal of shares under this constitution must be applied in payment of:
 - (i) first, the expenses of the disposal;
 - (ii) second, all money presently payable by the former holder whose shares have been disposed of; and
 - (iii) the balance (if any) must be paid (subject to any lien that exists under **clause 4.1** in respect of money not presently payable) to the former holder:
 - A. in the case of an uncertificated holding, as soon as practicable after the disposal; and
 - B. in the case of a certificated holding, on the former holder delivering to NTDC the certificate for the shares that have been disposed of or any other proof of title as the Directors may accept.
- (e) The remedy of any person aggrieved by a disposal of shares under this constitution is limited to damages only and is against NTDC exclusively.

5. CALLS ON SHARES

5.1 Making of Calls

- (a) The Directors may from time to time make calls upon the members in respect of any money unpaid on their shares but may not call money unpaid according to the terms of issue of those shares which is payable at other fixed times.
- (b) Each member will (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay the amount called to NTDC at the time or times and place so specified.
- (c) The Directors may revoke or postpone a call or require the call to be paid by way of instalment or extend the time for payment of a call.

5.2 Timing of Call

A call is deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

5.3 Joint Holders' Liability

The joint-holders of a share are jointly and severally liable to pay all calls in respect of the share.

5.4 Interest on Calls

- (a) If a sum called in respect of a share is not paid on or before the day appointed for payment, the person from whom the sum is due must pay:
 - (i) interest on the sum from the day appointed for payment to the time of actual payment at a rate not exceeding that determined under **clause 5.8**; and
 - (ii) any costs, expenses or damages incurred by NTDC in relation to the non-payment or late payment of the sum.
- (b) The Directors are at liberty to waive payment of all or part of the interest or costs, expenses or damages payable under **sub-clause (a)**.

5.5 Deemed Calls

- (a) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date is, for the purposes of this constitution, deemed to be a call duly made and payable on the date that it becomes payable under the terms of issue.
- (b) In case of non-payment all the relevant provisions of this constitution in relation to payment of interest and expenses, forfeiture, or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

5.6 Differentiation between Holders

The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

5.7 Moneys in Advance of Calls

- (a) The Directors may accept from any member all or any part of the money uncalled and unpaid upon any shares held by the member.
- (b) The Directors may (until the money received would, but for the advance, become payable) pay interest on the sum accepted under **sub-clause (a)** at a rate not exceeding the rate determined under **clause 5.8** and as agreed upon between the Directors and the member paying the sum in advance.

5.8 Interest payable

- (a) For the purposes of **clauses 5.4(a)(i) and 5.7(b)**, the rate of interest payable to or by NTDC is:
 - (i) if the Company has fixed a rate, the rate so fixed; or
 - (ii) if the Company resolves a different rate, then that different rate; or
 - (iii) in the absence of any other rate or resolution, 12% per annum.

- (b) Interest payable under clauses **5.4(a)(i)** and **5.7(b)** accrues daily and may be capitalised monthly or at such other intervals as the directors think fit.

6. TRANSFER OF SHARES

6.1 Form of Transfer

- (a) Subject to this constitution, any member may transfer all or any of the member's shares by written transfer in any usual form or in any other form which the Directors approve.
- (b) The transfer must be executed by or on behalf of both the transferor and the transferee.

6.2 Holder until Registration

A person or entity transferring shares remains the holder of the shares until:

- (a) the transfer is registered; and
- (b) the name of the person or entity to whom the shares are being transferred is entered into the register of members in respect of shares.

6.3 Pre-conditions to Registration

The Directors are not required to register a transfer of shares in NTDC unless:

- (a) the provisions of this constitution (including, but not limited to **clauses 2, 8.1 and 8.2**) have been complied with;
- (b) the transfer and any share certificate have been lodged at NTDC's registered office;
- (c) the transfer has been duly stamped (if required by law to be stamped);
- (d) the Directors have been given any further information reasonably required to establish the right of the person or entity transferring the shares to make the transfer.

6.4 Right to Refuse Registration

The Directors may refuse to register a transfer of shares in NTDC for any reason and without being bound to give any reason for the refusal or without specifying any grounds for the refusal.

6.5 Suspension of Registration

The Directors may suspend registration of transfers of shares in NTDC at the times and for the periods that the Directors determine, provided that the period or periods of suspension must not exceed 30 days in any one calendar year.

7. TRANSMISSION OF SHARES

7.1 Death of a Member

- (a) In the case of the death of a member who is a natural person, the only persons NTDC will recognise as having any title to the member's shares or any benefits accruing in respect of those share:
 - (i) the legal personal representative of the deceased where the deceased was a sole holder; and
 - (ii) the survivor or survivors where the deceased was a joint holder with other natural persons.
- (b) Nothing contained in **sub-clause (a)** releases the estate of a deceased member from any liability in respect of a share, whether that share was held by the deceased solely or jointly with other natural persons.

7.2 Transmission Events Generally

- (a) A natural person who becomes entitled to a share as a result of a Transmission Event may, upon producing the certificate for the share and any other evidence as the Directors may require to prove that person's entitlement to the share, elect:
 - (i) to be registered as the holder of the share by signing and serving on NTDC a notice in writing stating that election; or
 - (ii) to have some other person or entity nominated by that person registered as the transferee of the share by executing a transfer of the share to that other person or entity.
- (b) The provisions relating to the right to transfer, and the registration of transfers of, shares apply, so far as they can and with any changes as are necessary, to any transfer under **sub-clause (a)(ii)** as if the relevant Transmission Event had not occurred and the transfer were signed by the registered holder of the share.
- (c) For the purpose of this constitution, where 2 or more persons are jointly entitled to any share in consequence of a Transmission Event they will, upon being registered as the holders of the share, be taken to hold the share as joint tenants
- (d) Notwithstanding **clause 7.1(a)**, the Directors may register a transfer of shares signed by a member prior to a Transmission Event even though NTDC has notice of the Transmission Event.

8. SHARE TRANSFERS

8.1 Redemption

Notwithstanding any other provision of this Constitution, where a member ceases, or gives notice to NTDC of the member's intention to cease, being a member, the Company has a first and overriding right to redeem the shares of that member rather than to consent and facilitate those shares being transferred to another member.

8.2 Pre-emptive Rights

Subject to **clause 8.1** any right to transfer shares is subject to the following provisions and restrictions namely:

- (a) any member wishing to dispose of shares ("the Transferor") must give written notice ("Transfer Notice") to NTDC that the member wishes to dispose of the member's shares;
- (b) the Transfer Notice must state the price per share ("Prescribed Price") that the Transferor is willing to accept for the Shares and that the Transfer Notice appoints NTDC as the Transferor's agent for the sale of all or (subject to this clause) any of the shares at the Prescribed Price;
- (c) once a Transfer Notice is given it is not revocable except:
 - (i) as provided below; or
 - (ii) with the consent of the Board;
- (d) a Transfer Notice may not be given by a member within 6 months after the giving by that member of a previous Transfer Notice except:
 - (i) with the prior written consent of the Board; or
 - (ii) where the Prescribed Price stated in the latter Transfer Notice is less than the Prescribed Price in the previous notice;
- (e) as soon as possible, and no later than 21 days, after receiving a Transfer Notice NTDC must offer the shares referred to in the Transfer Notice for sale to the members (other than the Transferor) at the Prescribed Price pro rata to those members' then respective shareholdings;
- (f) every offer referred to in **clause 8.2(e)** must be made by written notice served upon each of the members (other than the Transferor) specifying the number of Shares offered and limiting a reasonable time (not being less than 7 days) within which the offer must be accepted as to the whole or part of the shares offered and stating that so far as it is not so accepted it is deemed to be declined. Time in this respect is of the essence of the offer. Any shares declined or deemed to be declined by any of the members to which they are originally offered must be offered in the same manner (except as set out below) and proportions and at the Prescribed Price

to those of the members who have accepted all of the shares originally offered to them, and so on until either all the shares mentioned in the Transfer Notice have been purchased or it can be concluded that the last offers have been declined and none of the members are willing to purchase any further shares. The time within which further offers must be accepted is the time (not being less than 7 days) specified by the Board in the notice making the offer;

- (g) as soon as the final result of the offers is known to NTDC, the Company must give written notice of the results to the Transferor;
- (h) if less than the whole of the Shares offered as above have been agreed to be purchased the Transferor is entitled by written notice to NTDC given within 7 days of the giving of the notice pursuant to **Clause 8.2(g)** to revoke the Transfer Notice and upon that revocation any contract for the sale and purchase of the Transferor's shares becomes void;
- (i) if the whole of the shares offered as set out above have been agreed to be purchased or if less than the whole of the shares have been agreed to be purchased and the Transferor has failed to give notice pursuant to **clause 8.2(h)** revoking the Transfer Notice, the members who have accepted the offer are bound to purchase the shares accepted by them and the Transferor is bound upon payment of the Prescribed Price per Share to transfer those shares to those members respectively;
- (j) every notice given by NTDC under **clause 8.2(g)** must state which of the members are purchasers of the shares mentioned in the Transfer Notice and the number of shares agreed to be purchased by each of them;
- (k) sales and purchases of shares pursuant to **clause 8.2(i)** must be completed at places and times to be appointed by NTDC, not being more than 28 days after the date on which the notice under **clause 8.2(g)** is given;
- (l) If the Transferor, having become bound to transfer any shares to any member as purchaser, defaults in transferring the shares, NTDC is entitled to execute a transfer of the shares to a member on behalf of the Transferor and if so required by that member must execute a transfer of those shares and receive the purchase money and must, upon the transfer being executed by the member, enter the member's name in the register as the holder of the shares and must hold the purchase money in trust for the Transferor. The receipt of NTDC for the purchase moneys is a good discharge to the purchaser, and the purchaser is not bound to see to the application of the purchase moneys, and after the purchaser's name has been entered in the register in purported exercise of these powers, the validity of the proceedings may not be questioned by any person;
- (m) if the offer of shares made pursuant to **Clause 8.2(e)** does not result in the members or some or one of them agreeing to purchase all the shares mentioned in the Transfer Notice the Transferor may at any time within 3 months after receiving the notice referred to in **Clause 8.2(g)** transfer those shares that the members have

not agreed to purchase to any person or entity on a bona fide cash sale of those remaining shares at any price not less than the Prescribed Price;

- (n) before approving any transfer pursuant to **Clause 8.2(m)** the Board may require a statutory declaration from both the Transferor and the transferee named in the transfer and any other further evidence as the Board considers necessary that the shares included in the transfer are being transferred in pursuance of a bona fide cash sale for the consideration stated in the transfer without any reduction, rebate or allowance whatsoever to the transferee;
- (o) prior to any transfer being effected pursuant to this **Clause 8.2** the transferee (unless the transferee is already a member of NTDC) must agree to be bound by the terms of this constitution (as modified from time to time) and agree to execute a deed of adherence to any existing shareholders agreement in a form reasonably acceptable to the Directors;
- (p) the Board may decline to register a transfer of shares on which NTDC has a lien but otherwise and subject to this **clause 8.2** is bound to register a transfer of shares made in accordance with the provisions of this subclause;
- (q) the provisions of **clauses 8.2(a) to 8.2(n)** do not apply to a transfer to a person in accordance with **clause 8.4**;
- (r) any change in the Effective Control of any member is deemed to be the giving of a Transfer Notice by that member to NTDC upon the day upon which a change comes to the attention of the Board and the Prescribed Price in respect of those shares is the value of the shares as determined by the Board, the decision of which is conclusive; and
- (s) this clause may only be amended by a Special Resolution passed by NTDC and not otherwise.

8.3 Contravening Transfers

Any transfer or purported transfer of shares which contravenes the provisions of **clause 8.2** is void.

8.4 Exception to Pre-emptive Rights

The provisions of **clause 8.2** do not apply to a transfer:

- (a) to a person who is a spouse, parent, sibling or child of a member (being a natural person) or any children or remoter issue of those persons;
- (b) to a trustee of a trust, the beneficiaries of which are exclusively persons in this **Clause 8.3** and their Related Corporations;
- (c) by a trustee to a beneficiary of the trust who is the spouse, parent, sibling, child or remoter issue of the person who has Effective Control of the trustee;

- (d) to which all of the members have provided their written consent;
- (e) to a company, all the shares in which are beneficially owned by a person or persons in this **clause 8.4**; and
- (f) to a Related Corporation of the Transferor which, prior to the transfer, provides a written deed poll to NTDC to the effect that if at any time it ceases to be a Related Corporation of the Transferor it will transfer the shares back to the Transferor or to another Related Corporation of the Transferor.

9. FORFEITURE OF PARTLY-PAID SHARES

9.1 Forfeiture for Non-payment of Calls

If a member fails to pay any call or instalment of a call on the day appointed for payment, the Directors may, for so long as any part of the call or instalment remains unpaid, serve a notice on the member requiring payment of the unpaid amount of the call or instalment, together with any interest which may have accrued and all costs, expenses or damages that may have been incurred by reason of the non-payment or late payment of the call or instalment.

9.2 Notice of Forfeiture

The notice must:

- (a) name a further day (at least 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that in the event of non-payment at or before the time appointed the Shares in respect of which the call was made will be forfeited.

9.3 Non-Compliance with Notice

- (a) If the requirements of a notice served under **clause 9.2** are not complied with, any share in respect of which the notice has been given may at any time after the date specified for payment in the notice, but before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
- (b) A forfeiture of shares under **sub-clause (a)** includes all dividends, interest and other money payable by NTDC in respect of the forfeited shares and not actually paid before the forfeiture.
- (c) A person or entity whose shares have been forfeited ceases to be a member in respect of the forfeited shares and, except as otherwise provided by this constitution, the forfeiture of a share extinguishes all interest in, and all claims and demands against NTDC in respect of, the forfeited share and all other rights incidental to the share.

9.4 Sale of Forfeited Shares

- (a) A forfeited share may be sold or otherwise disposed of on the terms and in the manner that the Directors think fit.
- (b) The Directors may cancel a sale or disposition at any time before the forfeiture on any terms as the Directors think fit.
- (c) On sale of a forfeited share or shares, the balance remaining after deducting the amount owed to NTDC by the person or entity whose shares were forfeited must be returned to that person or entity.

9.5 Continuing Liability to Pay

- (a) The person whose shares have been forfeited remains liable to pay to NTDC all money which, at the date of forfeiture, was payable by the person to the Company in respect of the shares (together with interest at the rate determined by **clause 5.8** from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of interest).
- (b) The liability ceases if and when NTDC receives payment in full of all moneys in respect of the shares.

9.6 Evidence of Forfeiture

A statutory declaration in writing that the declarant is a director of NTDC or the Company Secretary, and that a share in the Company has been forfeited on a date stated in the declaration, is conclusive evidence of the facts stated in the statutory declaration as against all persons claiming to be entitled to the share.

9.7 Transfer of Forfeited Shares

- (a) A forfeited share becomes the property of NTDC and the Directors may sell, reissue or otherwise dispose of the share in any manner that the Directors think fit and, in the case of reissue or other disposal, with or without any money paid on the share by any former member being credited as paid up.
- (b) NTDC may receive the consideration, if any, given for a forfeited share on any sale or other disposition of the forfeited share and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (c) The person or entity to whom the share is sold or disposed of will be registered as the holder of the shares, and is not bound to see to the application of any purchase money.
- (d) The title to the share will not be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

9.8 Forfeiture for Non-payment of Deemed Calls

The provisions of this constitution in relation to forfeiture apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable on allotment or at a fixed time as if the sum had been payable by virtue of a call duly made and notified.

10. GENERAL MEETINGS

10.1 Convening Meetings

- (a) Any director may call a meeting of members.
- (b) The Directors must call a meeting of members if requested by any of the Initial Members to do so.
- (c) The Directors must otherwise call a meeting of members if required to do so by the Act.

10.2 Notice of Meeting

- (a) Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days' written notice (not including the day on which the notice is served or deemed to be served, but including the day of the meeting for which notice is given) must be given of any meeting of members.
- (b) The notice must be given to all persons and entities that are entitled to receive notices from NTDC and must:
 - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
 - (ii) state the general nature of the meeting's business; and
 - (iii) if any special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the motion supporting the special resolution; and
 - (iv) if a member is entitled to appoint a proxy, contain a statement setting out the following information:
 - A. that the member has a right to appoint a proxy;
 - B. whether or not the proxy needs to be a member of NTDC; and
 - C. that a member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise; and
 - (v) include a valid pro form proxy form for a member to appoint a proxy.

10.3 Place of Meeting

NTDC may hold a meeting of members at two or more venues using any technology that gives the members, as a whole, a reasonable opportunity to participate.

10.4 Annual General Meeting

NTDC must call and hold an annual general meeting within five (5) months of the end of each financial year, in accordance with the Act.

11. RESOLUTIONS WITHOUT MEETINGS

11.1 Written Resolutions

- (a) NTDC may pass a resolution without a general meeting being held if all members entitled to vote on the resolution sign a document containing a statement that the members are in favour of the resolution set out in the document.
- (b) Separate counterpart copies of the document may be used for signing by members if the wording of the resolution statement is identical on each counterpart copy.
- (c) The resolution is passed when the last member signs, by reference to the date on which the counterpart copies are signed.
- (d) If a share is held jointly, each of the joint members must sign.
- (e) A member may be deemed to have signed a document in accordance with this clause by e-mail (or other means) if that member has at any time provided NTDC with notice that the member may use e-mail (or other means) to sign Company documents, and that notice contains the e-mail addresses and electronic signatures (if any) that the member will use for these purpose, or any other information that NTDC requires, as determined by the Directors, to be able to identify the deemed signature as being that of the member.
- (f) The receipt by NTDC of a deemed signature of a member which complies with the notice given by the member in accordance with **sub-clause (e)** is conclusive evidence that the member has assented to the relevant resolution.
- (g) The provisions of this clause do not apply to a resolution to remove the auditor.

11.2 Sole Member Resolutions

If NTDC has only one member then the Company may pass a resolution by the member recording the resolution and signing the record.

12. PROCEEDINGS AT GENERAL MEETINGS

12.1 Quorum

- (a) The quorum for a meeting of members is fifty percent (50%) of the members plus one (1), except where there is only 1 member and in those circumstances the quorum will consist of 1 member.
- (b) The quorum must be present at all times during the meeting.
- (c) No business may be transacted at any general meeting except:
 - (i) the election of a chairperson; or
 - (ii) the adjournment of the meetingunless a quorum of members is present when the meeting proceeds to business.

12.2 Proxies or Representatives in Quorum

In determining whether a quorum is present:

- (a) individuals attending as proxies or under power of attorney or as representatives of bodies corporate are counted;
- (b) if a member has appointed more than one proxy, power of attorney or representative then only one of them is counted on behalf of the member;
- (c) if an individual is attending, both as a member and as a proxy or attorney under power or body corporate representative, the individual may be counted once in respect of each separate capacity in which that individual is attending; and
- (d) if any two or more joint-holders are attending, only one of those joint-holders is counted; and
- (e) if multiple individuals attend on behalf of an entity member, only one of those individuals is counted on behalf of that entity member.

12.3 Adjournment for Lack of Quorum

If a meeting of the members of the Company does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the Directors may specify. If the Directors do not specify one or more of the following matters, then the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week; and
- (b) if the time is not specified – the same time; and
- (c) if the place is not specified – the same place.

12.4 Lack of Quorum at Adjourned Meeting

If no quorum is present at the resumed meeting within 30 minutes after the time for meeting, then:

- (a) if the meeting was called by the members, the meeting is dissolved;
- (b) in all other cases, the member or members present are a quorum.

12.5 Chair of General Meeting

- (a) The chair, if any, of the Directors will act as chair at every general meeting of NTDC.
- (b) If:
 - (i) there is no chair;
 - (ii) the chair is not present within fifteen minutes after the time appointed for the holding of the meeting; or
 - (iii) the chair is unwilling to act;

the members present may elect one of their number to be chair of the meeting.

12.6 Adjournment Generally

- (a) At a meeting at which a quorum is present, the chair may, with the consent of the meeting (and will if so directed by the meeting), adjourn the meeting to another time and, if the chair thinks fit, to another place.
- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 1 month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

12.7 Conduct of General Meetings

Any question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chair of the meeting, whose decision is final.

12.8 Resolutions

- (a) Except in the case of any resolution that, as a matter of law, requires a special resolution, motions arising at a general meeting are to be decided by a majority of votes cast by the members present at the meeting and any decision is, for all purposes, a decision of the members.

- (b) Before a vote is taken the chair must inform the meeting whether proxies have been received and how those proxies are to be cast.
- (c) A motion put to the vote at a meeting of members must be decided on a show of hands unless a poll is demanded.

12.9 Result on Show of Hands

On a show of hands, each member is entitled to one (1) vote. A declaration by the chair and entry in the minute book of NTDC is conclusive evidence of the result. Neither the chair nor the minutes need state the number or proportion of the votes recorded in favour or against the resolution.

12.10 Demand for Poll

- (a) A poll may be demanded on any resolution including the election of the chair or the adjournment of a meeting.
- (b) A poll may be demanded by:
 - (i) any member entitled to vote on the motion; or
 - (ii) the chair.
- (c) A poll may be demanded:
 - (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (d) If a poll is demanded on a matter other than the election of the chair or the question of adjournment:
 - (i) it must be taken when and in the manner the chair directs;
 - (ii) any other business of the meeting can be transacted before the poll demanded is carried out; and
 - (iii) if directed by the chair of the meeting, there may be an interval or adjournment prior to the poll.
- (e) A poll on the election of the chair or on the question of an adjournment must be taken immediately.
- (f) A demand for a poll may be withdrawn.
- (g) On a poll, each member is entitled to one (1) vote for each share held by that member and the minutes must state the number or proportion of the votes recorded in favour or against the resolution.

12.11 Votes of Members

Subject to any rights or restrictions attached to any class of shares, at a meeting of members of the Company:

- (a) on a show of hands, each member present, or person who is a representative of a member, has 1 vote; and
- (b) on a poll, each member present in person or by proxy or by power of attorney or representative has 1 vote for each share held by the member.

12.12 Votes of Joint Holders

If a share is held jointly and more than one member votes in respect of their share, only the vote of the member whose name appears first in the register of members counts.

12.13 Votes of Members of Unsound Mind

A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by the member's committee or trustee or by any other person as properly has the management of the member's estate, and any committee, trustee or other person may vote by proxy or attorney.

12.14 Entitlement to Vote

No member is entitled to vote at any general meeting unless all calls or other sums presently payable by the member in respect of shares in NTDC have been paid.

12.15 Disallowance of Vote

A challenge to a right to vote at a meeting of members:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair whose decision is final.

Every vote not disallowed by the chair under this clause is valid for all purposes.

12.16 No Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded does not have a second or casting vote, and in the case of equality of votes, the motion is deemed to fail.

13. REPRESENTATION AT GENERAL MEETINGS

13.1 Representatives

- (a) Subject to this constitution, each member entitled to vote at a meeting of members may vote:
 - (i) in person, or where a member is a body corporate, by its representative;
 - (ii) by proxy; or
 - (iii) by attorney.
- (b) A proxy, attorney or representative may, but need not, be a member of NTDC.
- (c) A proxy, attorney or representative may be appointed for all general meetings, or for any number of general meetings, or for a particular general meeting.

13.2 Authority of Representative

- (a) Unless otherwise provided in the appointment of a proxy, attorney or representative or in the Act, an appointment will be taken to confer authority:
 - (i) to agree to a meeting being convened by shorter notice than is required by the Act or by this constitution;
 - (ii) to speak on any proposed resolution on which the proxy, attorney or representative may vote;
 - (iii) to demand or join in demanding a poll on any resolution on which the proxy, attorney or representative may vote;
 - (iv) even though the instrument may refer to specific resolutions and may direct the proxy, attorney or representative how to vote on those resolutions:
 - A. to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - B. to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting;
 - c. to act generally at the meeting; and
 - (v) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.

- (b) Where a member appoints 2 proxies or attorneys, the following rules apply:
 - (i) each proxy or attorney, as the case may be, may exercise half of the member's voting rights if the appointment does not specify a proportion or number of the member's voting rights the proxy or attorney may exercise;
 - (ii) on a show of hands, neither proxy or attorney may vote unless the instruments appointing the proxies or attorneys identify which proxy or attorney is authorised to vote on a show of hands and which proxy or attorney is not so authorised; and
 - (iii) on a poll, each proxy or attorney may only exercise the voting rights the proxy or attorney represents.

13.3 Instrument Appointing Representative

- (a) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.
- (b) An instrument appointing a proxy or attorney need not be in any particular form provided it is in writing, legally valid and signed by the appointor or the appointor's attorney.
- (c) Subject to **clause 13.3(d)**, a proxy or attorney may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority under which the instrument is signed, or a certified copy of the authority are:
 - (i) received at the registered office of the Company, a fax number at the Company's registered office or at such other place, fax number or electronic address specified for that purpose in the notice calling the meeting before the time for holding the meeting or adjourned meeting or taking the poll (as the case may be);
 - (ii) in the case of a meeting or an adjourned meeting, tabled at the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (iii) in the case of a poll, produced when the poll is taken.
- (d) The directors may waive all or any of the requirements of **clauses 13.3 (b) and/or (c)** and in particular may, upon the production of such other evidence as the directors require to prove the validity of the appointment of a proxy or attorney, except:
 - (i) in an oral appointment of a proxy or attorney;

- (ii) an appointment of a proxy or attorney which is not signed or executed in the manner required by **clause 13.3(b)**; and
- (iii) the deposit, tabling or production of a copy (including a copy sent by fax) of an instrument appointing a proxy or attorney or of the power of attorney or other authority under which the instrument is signed.

13.4 Validity of Representative's Votes

- (a) Unless NTDC has received written notice of the matter before the start or resumption of the meeting at which a proxy or attorney votes, a vote cast by the proxy or attorney will be valid even if before the proxy or attorney votes:
 - (i) the appointing member dies; or
 - (ii) the member subsequently becomes mentally incapacitated; or
 - (iii) the member revokes the proxy's appointment; or
 - (iv) the member revokes the authority under which the proxy was appointed by a third party; or
 - (v) the Company has redeemed the share in respect of which the proxy was given
- (b) The appointment of a proxy or attorney is not revoked by the appointor attending and taking part in the general meeting but, if the appointor votes on any resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointor's proxy or attorney on the resolution.

14. DIRECTORS: APPOINTMENT, ETC.

14.1 First Directors

The first directors appointed are the persons specified with the consent of those directors, as proposed directors, in the application for NTDC's registration. In accordance with the Act, there must be a minimum of 3 first directors, including the Chair, who is also a director of the Company.

14.2 Number of Directors

- (a) Unless otherwise determined by NTDC in general meeting, the number of directors will not be less than 3 nor more than 9.
- (b) At least one of the directors must be an Australian resident and there must be an Australian resident director of the Company at all times.

14.3 Appointment of Directors

Subject to **clause 14.2**, the Directors have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors.

14.4 Appointment of Directors by Sole Director

If, for any reason, NTDC has only one director, then that director must appoint another director by recording the appointment and signing the record, but any appointment of directors under this provision must be ratified by resolution of the members.

14.5 Appointment and Removal of Directors by Company

Subject to **clause 14.2**, the members of NTDC may by resolution remove any director and may by resolution appoint any person as a director.

14.6 Remuneration of Directors

- (a) Each director is entitled to be remunerated out of the funds of NTDC as determined by the Company by resolution.
- (b) For the purposes of this constitution, the amount fixed by NTDC as remuneration for a director will not include any amount paid by the Company or related body corporate:
 - (i) to a superannuation, retirement or pension fund for a director so that NTDC is not liable to pay the superannuation guarantee charge or similar statutory charge; or
 - (ii) for any insurance premium paid or agreed to be paid for a director under **clause 25.2**.
- (c) The remuneration of a director:
 - (i) may be a stated salary or a fixed sum for attendance at each meeting of Directors or both; or
 - (ii) may be a share of a fixed sum determined by NTDC in general meeting to be the remuneration payable to all directors, which is to be divided between the directors in the proportions agreed between the directors or, failing agreement, equally,

and if it is a stated salary under **clause 14.6(c)(i)** or a share of a fixed sum under **clause 14.6(c)(ii)**, will be taken to accrue from day to day.

- (d) In addition to his or her remuneration under **clause 14.6(a)**, a director is entitled to be paid all reasonable travelling and other expenses properly incurred by that director in connection with the affairs of NTDC, including attending and returning

from general meetings of the Company or meetings of the Directors or of committees of the Directors, accommodation and meal allowances.

- (e) If a director renders or is called upon to perform extra services or to make any special exertions in connection with the affairs of NTDC, the Directors may arrange for a special remuneration to be paid to that director, either in addition to or in substitution for that director's remuneration under **clause 14.6(a)**.
- (f) Nothing in **clause 14.6(a)** restricts the remuneration to which a director may be entitled as an officer of NTDC or of a related body corporate in a capacity other than director, which may be either in addition to or in substitution for that director's remuneration under **clause 14.6(a)**.
- (g) The Directors may establish or support, or assist in the establishment or support of, funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or in respect of the directors or former directors.

14.7 Share Qualifications

- (a) A director is not required to hold any shares of NTDC to qualify for appointment as a director unless determined otherwise by the members of the Company by resolution.
- (b) A director is entitled to receive notices of general meetings and attend and speak at general meetings even though that director is not a member of NTDC.

14.8 Vacation of Office of Director

In addition to the circumstances in which the office of a director becomes vacant by virtue of the Act, the office of a director is automatically vacated if the director:

- (a) becomes bankrupt; or
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
- (c) resigns by giving written notice to NTDC at NTDC's registered office; or
- (d) becomes prohibited from being, or otherwise ceases to be, a director by virtue of the Act; or
- (e) dies.

14.9 Death, Mental Incapacity or Bankruptcy of Sole Director

If, in any case, a director who is both the sole director of NTDC:

- (a) dies or becomes mentally incapable, then the director's personal representative or trustee may appoint a new director of NTDC (including themselves); or

- (b) becomes bankrupt, then the trustee in bankruptcy may appoint a new director of NTDC (including themselves)

but any appointment under this **clause 14.9** must be ratified by a resolution of the members.

15. POWERS AND DUTIES OF DIRECTORS

15.1 Management of the Company

The business of NTDC is to be managed by or under direction of the Directors.

15.2 General Powers of the Directors

The Directors may exercise all of the powers of NTDC except any powers that the Act or this constitution requires the Company to exercise in general meeting.

15.3 Formation Costs

The Directors may pay out of NTDC's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by it.

15.4 Power of Attorney

- (a) The Directors may by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of NTDC for any purposes and with powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under this constitution) and for any period and subject to any conditions as the Directors think fit.
- (b) The Directors may authorise any attorney appointed under **sub-clause (a)** to delegate all or any of the powers, discretions and duties vested in the attorney.
- (c) Any powers of attorney granted under **sub-clause (a)** may contain provisions for the protection and convenience of persons dealing with that attorney as the Directors think fit.

15.5 Negotiable Instruments

The Directors may determine how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by or on behalf of NTDC.

15.6 Minutes

- (a) The Directors will cause minute books to be kept in which NTDC records within one month:
 - (i) proceedings and resolutions of meetings of members;

- (ii) proceedings and resolutions of Directors' meetings (including meetings of a committee of the Directors);
 - (iii) resolutions passed by members without a meeting; and
 - (iv) resolutions passed by the Directors without a meeting;
- (b) Any powers of attorney granted under **clause 15.4** and any delegation of powers made under **clauses 16.10 and 16.13** must be recorded in NTDC's minute book.
- (c) The Directors must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the chair of the meeting or the chair of the next meeting.
- (d) The director of a proprietary company with only 1 director must sign the minutes of the making a declaration by the Director within a reasonable time after the declaration is made.

15.7 Registers

The Directors will cause the following company registers to be kept:

- (a) a register of members, in accordance with **clause 2.2**;
- (b) where options are issued, a register of option holders; and
- (c) where debentures are issued, a register of debenture holders.

16. DIRECTORS MEETINGS & DISCLOSURES

16.1 Holding of Directors Meetings

- (a) The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A director may at any time, and the Company Secretary will on the request of a director, call a meeting of the Directors by reasonable notice individually to each director.
- (c) A director who is, for the time being, out of Australia is only entitled to receive notice of a meeting of the Directors if the director has given written notice to NTDC of an address for the giving of notices of meetings.

16.2 Holding of Other Offices

A director may hold any other office or place of profit (except that of auditor) under the Company in conjunction with the office of director on terms and conditions as to remuneration and otherwise as agreed by the Directors or the Company in general meeting.

16.3 Directors' Interests

- (a) A director is not disqualified from holding any office or place of profit (except that of auditor) in the Company or in any company in which NTDC is a shareholder or otherwise interested by virtue of being a director of NTDC.
- (b) A director may contract with NTDC either as vendor, purchaser or otherwise and no contract, agreement or arrangement entered into by or on behalf of the Company in which any director is in any way interested will be avoided by reason of the director being a party to that contract or agreement or arrangement;
- (c) No director is liable to account to NTDC for any profits arising from any office or place of profit or realised by any contract, agreement or arrangement by reason only of the director holding that office or because of the fiduciary obligations arising out of that office.
- (d) Subject to **clause 16.3(e)**, a director who is in any way interested in any contract, agreement or arrangement or proposed contract, agreement or arrangement may, despite that interest:
 - (i) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract, agreement or arrangement or proposed contract, agreement or arrangement;
 - (ii) vote in respect of, or in respect of any matter arising out of, the contract, agreement or arrangement or proposed contract, agreement or arrangement; and
 - (iii) sign any document relating to that contract, agreement or arrangement or proposed contract, agreement or arrangement NTDC may execute.
- (e) **Clause 16.3(d)** does not apply if, and to the extent that, it would be contrary to the Act.

16.4 Disclosure of Interests

- (a) A director must declare the nature of the interest the director has in any contract, agreement or arrangement or proposed contract, agreement or arrangement or any other material personal interest in a matter relating to the affairs of NTDC at the meeting of the Directors at which the contract, agreement, arrangement or matter is first taken into consideration if the interest exists at the time of the meeting or, in any other case, at the first meeting of the Directors after the director acquires the interest unless the Act specifies that notice does not need to be given.
- (b) If a director becomes interested in a contract, agreement or arrangement after it is made or entered into, the declaration of the interest required by **sub-clause (a)** must be made at the first meeting of the Directors held after the director acquires the interest.

16.5 General Disclosure

- (a) A general notice that a director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 16.4** of a director's interest.
- (b) After a director gives a general notice under **sub-clause (a)**, it is not necessary for that director to give a special notice relating to any particular transaction with that firm or company.

16.6 Recording Disclosures

The Company Secretary is obliged to record in the minutes any declaration made or any general notice given by a director under **clauses 16.4 and 16.5**.

16.7 Alternate Directors

Any director with approval of the Directors may appoint another person as an alternate to exercise some or all of the director's powers for a specified period and:

- (a) if the appointing director requests NTDC to give the alternate notice of Directors meetings, the Company must do so;
- (b) when an alternate exercises the director's powers, the exercise of the power is as effective as if the powers were exercised by the director;
- (c) the alternate is not be required to meet the share qualifications for directors (if any);
- (d) NTDC is not be required to pay the alternate any remuneration but the alternate must be reimbursed for expenses incurred as for other directors under **clause 14.6(d)**;
- (e) the appointing director may terminate the alternate's appointment at any time; and
- (f) an appointment or its termination must be in writing, with a copy given to NTDC.

16.8 Quorum

Unless the Directors determine otherwise, or there is only 1 director, the quorum for a Directors meeting is fifty percent (50%) plus one (1) and the quorum must be present at all times during the meeting.

16.9 Chair of Directors Meetings

- (a) The Chair is the chair of all Directors meetings.
- (b) The Directors must elect another director present at the meeting to chair a meeting, or part of it, if the Chair is:
 - (i) unavailable for any reason to chair the meeting; or

- (ii) is not present to chair the meeting within 15 minutes of the designated start time of the meeting.

16.10 Delegation to Committees

- (a) The Directors may delegate any of the Directors' powers to committees consisting of some, but not all, of the directors as the Directors think fit and any delegation to a committee must be recorded in the minutes.
- (b) A committee must:
 - (i) conform to any regulations that may be imposed on it by the Directors in exercising the powers delegated by the Directors; and
 - (ii) exercise the powers delegated to it in accordance with any directions of the Directors,
- (c) The effect of a committee exercising a power consistently with this clause is the same as if the Directors exercised the power.
- (d) The appointment of a committee of the Directors may be a standing committee or an ad hoc committee.

16.11 Conduct of Committee Meetings

- (a) A committee may elect a chair of its meetings. If no chair is elected, or if at any meeting the chair is not present within 15 minutes after the time appointed for holding the meeting, the members present at the meeting may elect one of their number to be chair of the meeting.
- (b) A committee may meet and adjourn as that committee thinks proper or necessary.

16.12 Votes at Directors and Committee Meetings

A resolution of the Directors or a committee must be passed by a majority of votes of the directors entitled to vote on the resolution. In the case of an equality of votes the chair does not have a second or casting vote.

16.13 Delegation to Individual Directors

- (a) The Directors may delegate any of their powers to one director.
- (b) A director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Directors.
- (c) Acceptance of a delegation in this form may, if the Directors so resolve, be treated as an extra service or special exertion performed by the delegate for the purposes of **clause 14.6(e)**.

16.14 Validity of Directors' Acts

- (a) An act done by a person acting as a director or by a meeting of Directors or a committee of Directors attended by a person acting as a director is not invalidated by reason only of:
- (i) a defect in the appointment of the person as a director;
 - (ii) the person being disqualified to be a director or having vacated office; or
 - (iii) the person not being entitled to vote,
- if that circumstance was not known by the person or the Directors or committee (as the case may be) when the act was done.

16.15 Written Resolution

- (a) If:
- (i) all of the Directors, other than:
 - A. any director on leave of absence approved by the Directors;
 - B. any director who disqualifies himself or herself from considering the act, matter, thing or resolution in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and
 - C. any director who the Directors reasonably believe is not entitled at law to do the act, matter or thing or to vote on the resolution in question,assent to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and
 - (ii) the directors who assent to the document would have constituted a quorum at a meeting of Directors held to consider that act, matter, thing or resolution.
- then that act, matter, thing or resolution is to be taken as having been done at or passed by a meeting of the Directors.
- (b) Separate counterpart documents may be used for signing by directors if the wording of the resolution and statement is identical in each counterpart copy.
- (c) The resolution is passed on that date on which the last director signs.

16.16 Sole Director Resolutions

If the Company has only 1 director, that director may:

- (a) pass a resolution by recording it and signing the record; and
- (b) make a declaration by recording it and signing the record.

Recording and signing the declaration satisfies any requirement of the Act that the declaration be made at a Directors meeting. However, the powers of a sole director are limited to those powers necessary to appointing other directors to the Company to ensure that the minimum number of directors is appointed and a sole director must not undertake any other substantive business on behalf of NTDC apart from the appointment of additional directors.

16.17 Manner of Holding Meetings

- (a) A Directors' meeting may be called or held using any technology consented to by all the directors.
- (b) A consent to use technology is deemed to be a standing consent and remains valid unless and until it is revoked by a Director.
- (c) A Director may only withdraw the Director's consent under this **clause 16.17** within a reasonable period before the meeting.

17. MANAGING DIRECTORS

17.1 Appointment of Managing Director

The Directors may appoint one or more directors to the office of managing director of NTDC for the period, and on the terms (including as to remuneration), as the Directors see fit.

17.2 Cessation of Appointment

A person ceases to be managing director if they cease to be a Director.

17.3 Powers of Managing Director

- (a) The Directors may:
 - (i) confer upon a managing director any of the powers exercisable by the Directors upon terms and conditions and with any restrictions as the Directors may think fit; and
 - (ii) authorise the managing director to delegate all or any of the powers, discretions and duties conferred on the managing director.
- (b) An act done by a person acting as the managing director is not invalidated by reason only of:

- (i) a defect in the person's appointment as a managing director; or
 - (ii) the person being disqualified to be a managing director;
- if that circumstance was not known by the person when the act was done.

17.4 Appointment, Removal and Powers

The Directors may revoke, withdraw, alter or vary:

- (a) an appointment; or
- (b) all or any of the powers conferred on the managing director.

18. ASSOCIATE DIRECTORS

18.1 Appointment, Removal and Powers

- (a) The Directors may appoint any person to be an associate director and may at any time cancel appointment of an associate director.
- (b) The Directors may fix, determine and vary the powers, duties and remuneration of any associate director.
- (c) An associate director is not required to hold any shares to qualify for appointment nor has any right to vote at any meeting of the Directors except by the invitation and with the consent of the Directors.

19. SECRETARY

19.1 Appointment, Removal & Powers

- (a) The Directors may, and if required by the Act will, appoint 1 or more Company Secretaries for the term, at the remuneration, and upon the conditions as they think fit.
- (b) Any Company Secretary appointed by the Directors may be removed by the Directors.

20. EXECUTION OF DOCUMENTS

20.1 Common Seal

NTDC may have a common seal. If the Company does have common seal then:

- (a) the common seal must comply with the Act;
- (b) the Directors will provide for the safe custody of the common seal; and
- (c) the seal may only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that respect.

20.2 Execution under Common Seal

If NTDC does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) 2 directors of NTDC;
- (b) a director and a Company Secretary;
- (c) a director nominated for that purpose by the Directors; or
- (d) if NTDC has a sole director who is also the sole Company Secretary or a sole director and no secretary – that director, but only in accordance with **clause 16.6**.

20.3 Execution without Common Seal

NTDC may execute a document without using a common seal if the document is signed by:

- (a) 2 directors of NTDC;
- (b) a director and a Company Secretary;
- (c) a director nominated for that purpose by the Directors; or
- (d) if NTDC has a sole director who is also the sole Company Secretary or a sole director and no secretary – that director, but only in accordance with **clause 16.6**.

20.4 Directors' Interests

A director may sign a document to which the seal of NTDC is fixed even if the director is interested in the contract, agreement or arrangement to which the document relates.

21. ACCOUNTS & RECORDS

21.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

21.2 Access to Records

- (a) The Directors will from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of NTDC or any of them will be open to the inspection of members not being directors.
- (b) No member (other than a director) has any right to inspect any accounting or other records of NTDC except as conferred by statute or as authorised by the Directors or by a resolution assessed at a general meeting.

22. NOT-FOR-PROFIT

22.1 Determination of Income

NTDC must determine income in accordance with ordinary accounting principles, and unless otherwise exempt, must pay all taxation liabilities on the derivation of that income as may be required from time to time.

22.2 No Dividends

NTDC must not distribute any income directly or indirectly to members, whether as dividends or otherwise, but nothing in this **clause 22** prohibits the Company from contracting with, paying or reimbursing any member or Director of the Company in accordance with any other express provision of this constitution.

22.3 No Capital Distributions

NTDC must not distribute any capital directly or indirectly to members, whether as cash or by *in specie* distribution.

22.4 Catch All

For the avoidance of doubt, any other provision of this constitution, whether express or implied, that is inconsistent with the provisions of this **clause 22** is void and of no effect.

23. CAPITALISATION OF PROFITS

23.1 Capitalisation of Reserves

Subject to **clause 22** the Directors may resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise.

23.2 Powers of Directors

Whenever a resolution under **clause 22.1** has been passed, the Directors must make all appropriations and applications of the undivided profits resolved to be capitalised by that resolution and generally do all acts and things required to give effect to that resolution.

24. NOTICES

24.1 Giving of Notices

NTDC may give notice to any director or member:

- (a) personally; or
- (b) by sending it by post to the address of the director as notified to the Directors or the address for the member in the register of members or the alternative address (if any) nominated by the director or member; or

- (c) by sending it to the facsimile number or electronic address (if any) nominated by the director or the member.

Any notice sent by post is taken to be given two Business Days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the Business Day after it is sent.

24.2 Notice to Joint Members

Notice to joint members must be given to the joint member first named in the register of members.

24.3 Notice to Representatives

A notice may be given by NTDC to persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name; or by the title of representatives of the deceased, or assignee of the bankrupt, or by any similar description, at the address, if any, within Australia supplied for the purpose by the persons claiming to be so entitled, or (until an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

24.4 Entitlement to Notices

Notice of every general meeting will be given in any manner authorised by this constitution to:

- (a) every member except those members who (having no registered address within Australia) have not supplied to NTDC an address for the giving of notices to them;
- (b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for the death or bankruptcy, would be entitled to receive notice of the meeting;
- (c) the Directors of NTDC;
- (d) the Company Secretary or Secretaries; and
- (e) the auditor for the time being of NTDC.

No other person is entitled to receive notices of general meetings.

25. BY-LAWS

25.1 Subject to **clause 25.2**, the directors may pass any resolution to make by-laws that are binding on the members, whether to give effect to:

- (a) this constitution; or
- (b) any other written instrument that purports to bind the members;

25.2 Any by-law that purports to limit or encumber the power of members in relation to the appointment and removal of the Directors must be approved by a Special Resolution of the members.

26. INDEMNITY AND INSURANCE

26.1 Extent of Indemnity

NTDC must indemnify (either directly or through one or more interposed entities) any person who is or has been a Director, Company Secretary or executive officer of the Company and, if so resolved by the Directors, the auditor of the Company, out of the funds of the Company against the following:

- (a) any liability to another person (other than NTDC or a related body corporate) unless the liability arises out of conduct involving a lack of good faith;
- (b) any liability for costs and expenses incurred by that person:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to those proceedings, in which the court grants relief to the person under the Act.

26.2 Insurance

- (a) NTDC may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an officer of the Company or of a related body corporate of the Company against a liability:
 - (i) incurred by the person in his or her capacity as an officer of NTDC or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or otherwise arising out of the officer holding any office provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 482 and 183 of the Act; or
 - (ii) for the costs and expenses incurred by that person in defending proceedings, whatever their outcome.

27. AUDIT

27.1 Audit

An auditor or auditors must be appointed by the Directors for NTDC if the Company is required to appoint an auditor by the Act and, if not so required, then the Directors have the discretion to appoint an auditor or auditors.

27.2 Compliance

In all other respects, NTDC must comply with generally accepted accounting principles in the jurisdiction in which the Company is based and must provide the necessary reports as required by the Corporations Law, in accordance with the Tier in which the Company is positioned from time to time.

28. PROVISION FOR DORSET COUNCIL

28.1 Acknowledgment

The Company and the Initial Members acknowledge that Dorset Council is entitled to be admitted as an Initial Member of NTDC.

28.2 Admission as an Initial Member

If, at any time after the registration of NTDC, Dorset Council, resolves to become a member of the Company, the Directors must admit Dorset Council as a member.

28.3 Rights on Admission

Subject to the terms of this Constitution and any other constituent document of the Company, Dorset Council is deemed to be an Initial Member of the Company and will enjoy all of the rights and privileges of being an Initial Member, albeit from the date that it is registered in the register of members.

29. COMPANY CAN BE A SPECIAL PURPOSE COMPANY

29.1 Variations when company acting solely as a superannuation fund trustee

Intentionally omitted

30. WINDING UP

30.1 No Distribution of Surplus Assets to Members

If NTDC is wound up (whether voluntarily or otherwise) no surplus assets may be distributed to any member of the Company or any former member of the Company, unless that members fits within the parameters of **clause 30.2**.

30.2 Distribution of Surplus Assets

After all of the liabilities (including employee entitlements) and expenses of winding up have been paid and settled, subject to:

- (a) the Act;
- (b) any other act or legislation that may apply; and
- (c) the order of any court of competent jurisdiction

NTDC may distribute any surplus assets to any one or more:

- (d) organisations with similar purposes and objectives to NTDC;
 - (e) charities registered with the Australian Charities and Not-For-Profits Commission
- provided that any recipient of surplus assets from NTDC must also have provisions in its constituent documents that:
- (f) prohibits the distribution of income and capital to its members; and
 - (g) requires the distribution of surplus assets to be treated in a similar manner as this **clause 30**.

SCHEDULE OF INITIAL MEMBERS

1. Break O’Day Council
2. Flinders Island Council
3. Georgetown Council
4. Launceston City Council
5. Meander Valley Council
6. Northern Midlands Council
7. West Tamar Council

SCHEDULE 1

AGREEMENT

Each of the undersigned, being the persons specified in the application for NTDC's registration as a person who consents to become a member, agrees to the terms of this Constitution.

Full name and address of each member	Signature on behalf of the Member
1. Break O'Day Council 32-34 Georges Bay Esplanade, St Helens Tasmania 7216	
2. Flinders Island Council PO Box 40, Whitemark Tasmania 7255	
3. Georgetown Council PO Box 161 George Town Tasmania 7253	
4. Launceston City Council PO Box 396 Launceston Tasmania 7250	
5. Meander Valley Council PO Box 102 Westbury Tasmania 7303	
6. Northern Midlands Council PO Box 156 Longford Tasmania 7301	
7. West Tamar Council PO Box 59 Beaconsfield Tasmania 7270	

Northern Tasmania Development Corporation Limited

ACN ***

Stakeholders Agreement

LEVIS STACE & COOPER
a division of Rae & Partners

13 Fenton Street
Devonport, Tasmania
Tel: (03) 6424 0333
Fax: (03) 6424 8833
Ref: MJP:164421

Schedule of Particulars

- 1. Date of Agreement** The day of 20.....
- 2. The Organisation** Northern Tasmania Development Corporation Limited
also trading as NTDC Limited
("the Organisation")
- 3. Members** As set out in the Schedule of Members
("the Members")
- 4. Registered Office** Level 1 Cornwall Square
Launceston in Tasmania
- 5. Sunset Period** Three (3) years

End of Schedule of Particulars

DRAFT

This Stakeholders Agreement is made on the date set out at **Item 1** of the Schedule of Particulars.

Between The Organisation 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 Organisation set out in **Item 2** of the Schedule of Particulars is a properly constituted company limited by guarantee.

A copy of the Organisation's certificate of incorporation is annexed and marked "A".

A copy of the SAI Global Company Extract is annexed and marked "B".

A copy of the Company Constitution is annexed and marked "C".

B. Historically, the Organisation had previously existed as a not-for-profit company but was converted to an incorporated association in 2012¹. However, upon the recommendation of Bill Fox & Associates, the stakeholders of the Organisation in its prior form agreed to adopt a recommendation to convert to a company limited by guarantee, as set out in Background Item A.

C. As at the date of this Agreement, the Members set out at **Item 3** of the Schedule of Particulars are:

- 1.** all bound by guarantee to contribute the Guarantee Amount, set out in the Constitution, to the Organisation on a winding up; and
- 2.** the legal owners of all of the issued shares/allocated units of the Company/Trust that undertakes the Organisation and each of the ownership entities, where an Owner is not natural person is owned or controlled by a Principal of the Organisation.

D. The Members have agreed to enter into this Stakeholders Agreement ("the Agreement") to more fully regulate their commercial and business relationships as members of the Organisation.

E. The corporate entity of the Organisation 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 its constituent documents, to conduct the Organisation and affairs of it as contemplated by the provisions of this Agreement.

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 Stakeholders Agreement and all of the Background, Parts, terms, clauses, schedules, annexures, tables or exhibits to it, as amended by the parties from time to time;
- (b) “Assets” means the all of the assets, property (real and personal) and choses in action of the Organisation;
- (c) “Background” means the part of this Agreement that follows the heading of that name, and enumerated by letters rather than numbers;
- (d) “Confidential Information means and includes:
 - (i) any information concerning the Organisation, its methods of operation, strategic direction, marketing and other activities;
 - (ii) financial information concerning the Organisation and its related activities;
 - (iii) specialised or corporate documentation produced by the Organisation; and
 - (vi) specialised of corporate documentation produced by entities associated with the Organisationwhich information, whether in the nature of trade secrets or otherwise, is not in the public domain;
- (e) “Constituent Documents” means:
 - (i) this Agreement;
 - (ii) the Company Constitution of the Organisation;
 - (iii) any by-laws created by the Organisation under the Company Constitution; and

¹ Bill Fox & Associates, 2016, *Review of Regional Bodies of Northern Tasmania* Final Report, p6.

- (iv) any other document deemed to be a Constituent Document by the Organisation
- (f) “Corporations Law” means the *Corporations Act 2001* (Cth) as amended from time to time;
- (g) “Director” means, in the case of a natural person or persons, the respective heirs, personal legal representatives and permitted assigns of that person or persons;
- (h) “Division 7” means Division 7 of the *Income Tax Assessment Act 1997* in respect of inter-entity and related-party loans;
- (i) “Intellectual Property” has the following extended meaning:

 - (i) the Organisation’s name and all unregistered trading names used by the Organisation;
 - (ii) all copyright, moral rights, trademarks (registered and unregistered), designs (registered and unregistered) of the Organisation;
 - (iii) all of the documents, forms, processes, know-how, systems, of any description of the Organisation;
 - (iv) all domain names, telephone numbers and email addresses used in the the Organisation; and
 - (v) all hard copy images used in yellow pages and other advertising, if any, of the the Organisation;
- (j) “Member” means:

 - (i) in the case of a natural person or persons, the respective heirs, personal legal representatives and permitted assigns of that person or persons; and;
 - (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;
- (k) “Organisation” means, in the case of a corporation, the officers, servants, agents, attorneys and permitted assigns of the Organisation;

(l) “Part” means a reference to the relevant Part of this Agreement;

1.2 Unless there is something in the subject or context that is inconsistent the following provisions apply in this Agreement:

- (a) any covenants implied by law (statutory or otherwise) are not negated but are deemed, to the extent of any inconsistency with the provisions of this Agreement, to be modified (where modification is permitted);
- (b) where two (2) or more persons are named as a party to this Agreement the terms, covenants, conditions, provisions, stipulations and restrictions contained in this Agreement bind each of them jointly and severally and benefit each of them jointly and severally;
- (c) if any term, covenant, condition, provision, stipulation or restriction contained in this Agreement is or becomes illegal or unenforceable, then this Agreement must be read and construed as if that term, covenant, condition, provision, stipulation or restriction, as the case may be had been severed and the balance of this Agreement remains in full force and effect;
- (d) a reference to any document or instrument (and, where applicable, to any of its provisions) is a reference to that document or instrument as amended, novated, supplemented or replaced from time to time
- (e) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (f) a reference to the whole of property or a thing includes part of that property or thing unless stated otherwise;
- (g) a reference to a statute, code or other law includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of the Agreement;
- (h) where any expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning;
- (i) where the word “including” is used, that use does not limit or exclude in any way unless the context requires otherwise
- (j) words importing the singular include the plural and vice versa;

- (k) words importing the masculine gender include the feminine and/or 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 Organisation 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; and
- (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.
- (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.
- (u) a reference to a person “entitled to” shares in a company is a reference to a person entitled to those shares within the meaning of Part 1.2 of Division 2 of the Corporations Law.

2. Acknowledgments

- 2.1** The parties acknowledge that the Background of this Agreement sets out a true, accurate and complete representation of the commercial relationship between the parties and the circumstances surrounding the execution of this Agreement.
- 2.2** Each party separately acknowledges for the benefit of each other party that:
- (a)** they have entered into this Agreement after mature consideration, reflection, and exercise of independent judgment;
 - (b)** they have read and understood the provisions of this Agreement and that the provisions are just, equitable, fair, reasonable and satisfactory to them;
 - (c)** they have entered into this Agreement of their own free will and volition and that no coercion, force, or undue influence has been used in the execution of this Agreement either by the other party or by any other person or persons;
 - (d)** they have either obtained independent legal advice, or are aware of their right to do so, and have chosen not to do so; and
 - (e)** they have not relied upon any representation or promise in entering into this Agreement except for those expressly stated in this Agreement.
- 2.3** The parties express acknowledge and agree that if there is any inconsistency, discrepancy or conflict that arises in respect of the interpretation or application of any of the Constituent Documents, the order of priority of the documents to the extent of that inconsistency, discrepancy or conflict is as follows:
- (a)** the provisions of this Agreement take priority over all subordinate Constituent Documents;
 - (b)** the provisions of the Company Constitution 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.

3. Purpose and Objectives

- 3.1** The parties agree to carry on the Organisation set out at **Item 2** of the Schedule of Particulars, (and under the trading name also set out at **Item 2** of the Schedule of Particulars) with the common purpose of achieving the primary objectives set out in **clause 3.2**.
- 3.2** The primary objectives of the Organisation are to:
- (a) provide regional economic, social and community leadership;
 - (b) consolidate an agreed vision for the development, sustainability and prosperity of the geographic region that the Organisation's Members encompass;
 - (c) and 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** It is a fundamental principal of the Organisation that the Members remain in effective control of the Organisation for the purposes of achieving the primary objectives for the benefit of the Members.

4. Corporate Governance Structure – Appointment of Chair and Directors

- 4.1** The parties agree that the governance structure of the Organisation is as follows:
- (a) The Organisation has a board of Directors comprising not less than three (3) and not more than nine (9) directors ("the Board") but the parties agree that the optimal size of the Board is seven (7) Directors;
 - (b) One of the Directors from time to time is designated as the chairperson of the Board ("the Chair");
 - (c) The shareholders of the Organisation are the Members;
 - (d) The Board will appoint, from time to time, a competent person to serve the Organisation, as an employee, in the role of Chief Executive Officer ("CEO"); and
 - (e) All other employees of the Organisation will be appointed and managed by the CEO.

- 4.2** The parties agree that the person acting as Chair of the Board must be an independent chair and therefore must hold no other position of profit:
- (a) in or for the Organisation (apart from as Chair); or
 - (b) in or for any of the Members.
- 4.3** The inaugural Chair is to be appointed by the Organisation's Selection Committee and the Members acknowledge that this function has been executed by the Members prior to the formal incorporation of the Organisation. Accordingly, as at the date of this Agreement, the Chair of the Organisation will already be selected and is operating in the role.
- 4.4** After the expiry of the term of the inaugural Chair, a new Chair will be appointed, from time to time, by the Board in accordance with the provisions of the Company Constitution, but subject at all times to **clause 4.2** of this Agreement, and subject always to the rights of the Members as the shareholders of the Organisation.
- 4.5** The Members acknowledge that to comply with the Corporations Law, the Organisation has been incorporated with not less than three (3) Directors, including the Chair, as reflected in the SAI Global Company Extract that is annexed and marked "**B**".
- 4.6** The Members acknowledge that the inaugural directors have been selected in accordance with the principles set out below, and expressly agree that all directors appointed on or after the date of this Agreement must be appointed by reference to these principles:
- (a) the over-riding intention of the Organisation is to have a skills-based Board;
 - (b) selection criteria and the appointment process must be constructed to select potential directors based on the skills required to implement the primary objectives of the Organisation, including and especially by reference to implementing the economic action plan based on the industry priorities of the Northern Region Futures Plan;
 - (c) selection of Directors must address other issues including:
 - (i) previous board experience;
 - (ii) understanding of contemporary governance issues;
 - (iii) financial literacy;
 - (iv) political sensitivity;

- (v) commercial acumen; and
 - (vi) local knowledge and connection in the Northern Tasmanian region;
- (d) selection of directors must also reflect diversity and the regional spread of geographic, social, cultural and moral influences.

The Members agree that the selection and appointment of new Directors from time to time may create overlaps in skills and experience and the replacement of one outgoing director does not necessarily have to be on a like for like basis.

4.7 The Members acknowledge that it be necessary, prudent and even advantageous to appoint up to nine (9) Directors initially, with a view to that number tapering down over time to the optimal number of seven (7) Directors and, accordingly, agree to do so.

4.8 In order to facilitate a sustainable rotation of Directors after the initial terms are completed, the construction of terms of the inaugural Board of Directors is as follows:

- (a) the inaugural Chair is appointed for an initial period of three (3) years, with an option to extend for a second period of three (3) years, with the consent of the Members. Any period of service by the Chair prior to the formal incorporation of the Organisation is ignored and is in addition to this period. It is contemplated that the Chair will be replaced at the end of the Chair's full term;
- (b) the next two (2) Directors are also appointed for a period of six (6) years each, being two (2) full terms each of three (3) years. It is contemplated that these Directors will be replaced at the end of these Directors' terms;
- (c) the next two (2) Directors are appointed for a period of five (5) years each, being one initial term of two (2) years and one subsequent term of three (3) years. It is contemplated that these Directors will be replaced at the end of these Directors' terms;
- (d) the next two (2) Directors are appointed for a period of four (4) years each, being one (1) initial term of one (1) year and one subsequent term of three (3) years. It is contemplated that these Directors will be replaced at the end of these Directors' terms; and
- (e) if determined by the Members to be necessary, the Members may also appoint up to two (2) additional persons to serve as inaugural directors, but these appointments will only be for a period of one (1) term of three (3) years. For the avoidance of doubt, any one or more appointments by the Members under this provision may be a

representative of the Members to facilitate a smooth transition from the old association structure to the new company limited by guarantee structure.

- 4.9** Each Director, including the Chair, must give notice to the Board not less than six (6) months prior the end of that Director's current term of appointment of that Director's intentions, namely if the Director has only served one (1) term of three (3) years, whether that Director seeks to be reappointed for a second term, or whether the Director seeks to retire. The purpose of this obligation is allow the Board reasonable time to select a new Director if required to do so.
- 4.10** Except as provided for in **clause 4.11** in relation to the Chair, after expiry of the full terms set out for each Director in **clause 4.8** above, that Director is not eligible for reappointment as a director, except by Special Resolution of the Members.
- 4.11** Upon the retirement (regardless of cause) of the Chair, the Board must advertise for a replacement independent Chair and the following provisions expressly apply:
- (a) if the new Chair is an external appointment by the Board, that Chair may serve, without the need for re-election, for two (2) full terms of three (3) years each in that role;
 - (b) if the new Chair is appointed internally (i.e. from one of the existing Directors who applies and is appointed) then if that Director has less than one full term of three (3) years remaining, that Director may serve for an additional term of three (3) years, making a total of up to nine (9) years' of service for that Director, but not more than six (6) years as Chair.
- 4.12** An existing Director must give notice to the Board as early as practicable of that Director's intention to seek appointment as the next Chair and must submit to the Board's agreed selection procedure. An existing Director who seeks to be appointed as Chair must not participate in an deliberations or voting in relation to the appointment of a new Chair.
- 4.13** Notwithstanding the preceding provisions, an incumbent Chair is subject to removal by the Members under the Constitution in the same way as all other Directors.

5. Role of the Board

5.1 The role of the Board is to govern the Organisation, rather than to manage it. This includes providing leadership and strategic guidance. The Board is accountable to the Members and the community for the performance of the Organisation in the best interest of economic development in the region. The principal functions and responsibilities of the Board include:

- (a) determining, reviewing and maintaining the vision, purpose and values of the Organisation;
- (b) approving a strategic plan, establishing measurable KPIs, targets and an annual operations plan;
- (c) regularly monitoring performance against the strategic plan and the annual operations plan;
- (d) appointing the CEO and approving the terms and conditions of employment of the CEO;
- (e) monitoring the performance of the CEO and termination of the employment contract of the CEO if necessary;
- (f) ensuring the organisation is proactive to opportunities rather than reactionary, whilst focusing on priorities that will deliver successful economic development throughout the region;
- (g) approving annual budgets, setting delegation authorities and monitoring financial performance throughout the year;
- (h) ensuring appropriate internal controls exist and an auditor (or accountant when revenues less than \$1M) is appointed to audit (or review) the organisation's financial records on an annual basis;
- (i) providing annual reports and any other agreed reporting to key stakeholders;
- (j) ensuring that there is an appropriate separation of duties and responsibilities between itself and the CEO/management;
- (k) establishing and determining the powers and functions of subcommittees;
- (l) reviewing the Board's ongoing performance;

- (m) ensuring that the Organisation complies at all times with all legal responsibilities and compliance requirements that the Organisation is subject to;
- (n) identify and ensure the appropriate management of risks to the Organisation and the region as it relates to economic development;
- (o) supporting effective engagement and appropriate communication with Members and stakeholders; and
- (p) managing and reviewing business risks associated with the Organisation.

5.2 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 Organisation. The Board must act in the best interests of the Organisation and is accountable to the Members as a whole;
- (b) Principle 2 – the Board sets the cultural and ethical tone for the Organisation. This includes the ‘how’ of undertaking the work of the Organisation 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 Organisation;
- (d) Principle 4 – the Board should comprise an appropriate number of directors for the size and scale of the organisation, with a relevant and diverse range of skills, expertise, experience and background and who are able to effectively understand the Organisation’s business and regional context.
- (e) Principle 5 – the Board should have an appropriate system of risk oversight and internal controls put in place;
- (f) Principle 6 – Directors should act diligently on an appropriately informed basis and have access to accurate, relevant and timely information;
- (g) Principle 7 – the Board would normally delegate certain functions to management. Where it does so, there should be a clear statement and understanding as to the functions that have been delegated;
- (h) Principle 8 – the Board is responsible for the appointment of the CEO and the continuing evaluation of the CEO’s performance;

- (i) Principle 9 – the Board should ensure that the organisation communicates with Members and other stakeholders in a regular and timely manner. The Board and management will respect the rights of Members and will not speak publically against any Member; and
- (j) Principle 10 – the Board’s performance (including the performance of the Chair, the individual Directors and the Board’s subcommittees) needs to be regularly assessed and appropriate actions taken to address any issues identified.

5.3 The following provisions apply to the operations and activities of the Board:

- (a) the Board will meet at least ten (10) times per year to discharge the business of the Organisation, with meetings to be held monthly except during the months of December and January in each year;
- (b) meetings will be principally held in the Registered Office of the Organisation as set out at **Item 4**, but the Board, or the CEO may nominate a different location for any meeting, depending on the needs of the Organisation at the time;
- (c) Directors are permitted to miss no more than three (3) meetings in any financial year without the prior consent of the Board;

meet at a place designated by the CEO. The

5.4 All other mechanics as to the operation of the Board are outlined in the Company Constitution.

6. Role and Responsibilities of the Chair

6.1 The primary roles of the Chair are to:

- (a) provide leadership and vision to the Organisation;
- (b) represent the Board and the Organisation to the Members and to the broader community; and
- (c) to communicate the Board’s position on all relevant matters.

6.2 To effectively discharge the primary roles of the Chair, the Chair has the following responsibilities:

- (a) to set the tone for the Board, including the establishment and focus on a common purpose;
- (b) to ensure that the Directors understand the responsibilities of Directors and that Board and management abide by the delegations of authority as set by the Board;
- (c) to act as a link between the Board and the CEO/management of the Organisation;
- (d) to contribute to development of a strong positive profile for the Organisation;
- (e) to counsel and advise Board members where required;
- (f) to ensure that the performance of the Board, collectively and individually, is reviewed as and when agreed by the Board;
- (g) to provide political liaison in dealings with all levels of government; and
- (h) to Act as the spokesperson for the Organisation where required.

6.3 In addition to the responsibilities, the Chair chairs all meetings of the Organisation and in connection with that function the Chair is responsible to:

- (a) convene Board meetings and general meetings when required;
- (b) chair:
 - (i) Board meetings in a manner which ensures that Board discussions are focused on matters before the Board and result in consensus and commitment to clear and unambiguous Board decisions; and
 - (ii) General meetings in a manner that ensures that the business of the meeting is properly discharged in a reasonable, orderly and timely way;
- (c) settle:
 - (i) Board agendas, in liaison with the Executive Office, to ensure appropriate matters are brought before the Board for information, discussion and decision including matters which directors may wish to raise; and
 - (ii) Notices of meetings to Members

- (d) monitor and review the accuracy of the information presented to the Board and any general meeting;
- (e) obtain further information considered necessary for consideration and decision making on any matter relevant to the Board including obtaining external advice or the making of independent enquiries;
- (f) presides over meetings to ensure equitable participation by Board members;
- (g) ensure that the minutes of Board meetings and general meetings properly reflect the decisions taken at those meetings;
- (h) foster a climate of openness, common purpose and debate at Board meetings where contributions by all Directors are valued; and

If the Chair is not present at a Board meeting or a general meeting, the Board will nominate another independent Director to temporarily undertake this role.

6.4 In effecting the Chair's responsibility to act as a link between the Board and the CEO, the Chair is also responsible to;

- (a) ensure a good working relationship with the CEO by meeting regularly (more frequently than at the monthly Board meetings) and otherwise to be accessible and open to communication;
- (b) to provide high level assistance and support to the Executive Office when required;
- (c) to provide consultation and mentoring to the CEO where appropriate; and
- (d) to facilitate and supervise an CEO performance appraisal process at least annually.

7. Role and Responsibilities of the Directors

7.1 In line with the duties of the Directors under the Corporations Law, all Directors must:

- (a) act honestly, in good faith and in the best interests of the Organisation, its Members and the broader community;
- (b) carry out the duties and functions of Directors in a lawful manner;
- (c) ensure that the Organisation carries out its activities in accordance with the law and the specifically the *Corporations Act 2001*;

- (d) understand the business of the Organisation and use care and diligence in fulfilling the functions of office and in exercising the powers of office;
- (e) be independent in judgment and actions and take all reasonable steps to be satisfied as to the soundness of all decisions taken by the Board;
- (f) declare all interests that could result in a conflict between personal and organisational priorities;
- (g) refrain from making improper use of information acquired as a Director;
- (h) refrain from taking improper advantage of the position of Director;
- (i) exercise a Director's duty of ensuring the Organisation does not trade whilst insolvent or where a Director suspects it may be insolvent;
- (j) properly and diligently consider all papers for Board meetings prior to each meeting;
- (k) fully inform himself or herself about the financial performance, position, operations and risks of the Organisation;
- (l) obtain further information considered necessary for consideration and decision making on any matter relevant to the Board including obtaining external advice or the making of independent enquiries; and
- (m) comply with all procedural directives of the Board, whether a standing order or ad hoc.

7.2 It is imperative that Directors avoid all conflicts of interest, whether perceived or otherwise. In order to ensure that a risk of a conflict arising is minimised, the Board places great importance on Directors making clear any existing or potential conflicts of interest. Conflicts of interest include a direct or indirect financial interest, or a conflict of interest, duty or roles such as a duty or obligation to an individual or another organisation, where a reasonable person would perceive there to be a potential conflict. To that end:

- (a) if any matter is to be discussed at a meeting of the Board which would involve one or more Directors having a material conflict of interest, then those Directors:
 - (i) must declare that conflict of interest;
 - (ii) may be present at the meeting whilst the matter is considered, and may speak to any motion or proposal; and

- (iii) must not vote on any matter in which those directors have any material interest, either financial or of interest or duty; and
 - (b) Directors must keep the Board advised on an ongoing basis, of any interest that could potentially conflict with those of the Organisation
- 7.3** Directors must, at all times, keep the proceedings of the Board, including papers submitted and presentations made to the Board, confidential and not disclose or release any information obtained by the Director in that context to any person other than Board members, except as required by law, the Members, or as agreed to by the Board.
- 7.4** Directors are entitled to be provided with information from management that is accurate, sufficient, relevant and timely in order to properly perform their role. Directors are required to liaise with the CEO prior to committing corporation funds for any external information considered necessary for consideration and decision making on any matter relevant to the Board.
- 7.5** All Directors must, upon initial appointment undertake a thorough induction process, to be administered by the Board in the affairs of the both the Board and the Organisation as a whole. Prior to attendance at the first Board meeting, new Directors will:
 - (a) receive a copy of all of the Constituent Documents and other relevant legal governance documentation;
 - (b) current and recent Board and committee minutes;
 - (c) contact details for other Directors and key staff;
 - (d) the current year's meeting schedule; and
 - (e) participate in meetings with the Chair, CEO and relevant committee chairs for a governance familiarisation (the meeting may be held as a group session or with individuals).
- 7.6** All Directors must commit to ongoing learning and development. This may occur through attending specific conferences relating to key areas of regional specialisation, briefings at board meetings, governance-related forums, mentoring and reading of contemporary journals, articles etc, or through or by any other means that the Board reasonably thinks fit.

8. Delegations of Responsibility – Committees

- 8.1** The Board may establish committees to assist with the operations of the Board. The Board is entitled to set the terms of reference for any committee of the Board and to specify which Directors are to be members of the Board, including nominating a chair.
- 8.2** Committees of the Board do not have any delegated authority, but have an advisory capacity. Committees should report regularly to the Board and make recommendations for consideration where appropriate.
- 8.3** Each committee of the Board must have an approved documented charter which defines its objectives and responsibilities and reporting requirements. Committees may, and are encouraged to, co-opt skilled members from the private, community and local government sectors to assist with the work of the committee.

9. Accountability

- 9.1** The Board of Directors is accountable to the Members of the Organisation at all times. It is important that all Directors foster a relationship of trust and confidence with the Members, in order to properly represent the Members' interests at all times.
- 9.2** In addition to the material that must be considered at the AGM under the Corporations Law, , the Board must supply to the Members the following additional material, as part of the AGM process and must, at the AGM, be prepared to speak to and/or be accountable for:
- (a)** an annual report on the performance of the Company over the past relevant period as it relates to the KPI's agreed by the Members at the last AGM;
 - (b)** any changes to the KPIs as agreed by the Members
 - (c)** progress reports on all projects being undertaken by the Company at the relevant time; and
 - (d)** questions raised by any Member at the AGM (or must provide a written response within fourteen (14) days of the AGM if a question is taken on notice).
- 9.3** Any disputes will be dealt with through the dispute resolution procedures provided in the Company Constitution.

9.4 In the nature of the purpose and function of the Organisation, the Organisation will report to Members on a quarterly basis, based on agreed KPI's 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; and
- (c) an offer of a formal presentation to Members if requested.

9.5 In accordance with the Corporations Law, the Organisation must hold an annual general meeting once every calendar year, within five (5) months after the end of each financial year.

9.6 Members of the Organisation may call a Special Meeting of the Organisation in accordance with the Company Constitution.

9.7 Members of the Organisation are entitled to appoint or remove Directors in accordance with the Company Constitution.

10. Director Protection

10.1 The Organisation will obtain and maintain at all times appropriate levels of Directors and Officers insurance to provide protection from litigation. Directors and Officers insurance will cover the costs of litigation and provide financial protection for Directors and officers of an organisation when those parties are alleged to have breached their respective duties.

10.2 Directors and Officers Insurance is subject to the exclusion of negligent or criminal acts, for example, insolvent trading or acts of fraud or dishonesty will not be covered.

10.3 The Organisation will do all things reasonably necessary to limit the liability of Directors and other officers of the Organisation, but the Organisation does not make any representation, promise or warranty to any Director or officer about the adequacy or sufficiency of these measures.

11. Role and Responsibility of the Company Secretary

11.1 The Company Secretary is responsible for supporting the Board to ensure the Organisation meets its obligations under the Corporations Law. This specifically includes:

- (a) organising meetings of the Board and Members (this includes the sending out of notices, the preparation of agendas, the compilation and distribution of board papers, the marshalling of proxies, and compilation of minutes);

- (b) ensuring minutes of meetings are recorded in accordance with legal obligations;
 - (c) maintain and communicating a Board calendar of upcoming Board meetings and committee meetings;
 - (d) ensuring the review of various Board policies in accordance to a set schedule;
 - (e) ensuring that the Board is provided with all necessary training (i.e. induction training and on-going governance training);
 - (f) lodging the annual forms and reports with ASIC within the specified timeframes;
 - (g) being aware of the procedures of meetings, particularly the relevant provisions of the Company Constitution and other Constituent Documents in relation to quorum requirements, voting procedures, proxy provisions etc. so as to be able to advise the Chair if the need arises;
 - (h) recording declarations of interest or conflicts of interest made by directors to a Board meeting;
 - (i) organising an annual general meetings and the related documentation;
 - (j) coordination of travel and attendance arrangements of Directors and of reimbursement (in accordance with Board-approved policies) for costs associated with such attendance; and
 - (k) ensuring the Organisation is complying with all obligations (including the reporting requirements) of any government funding contracts.
- 11.2** For the avoidance of doubt, the Members agree that it is permissible, even prudent, for the Executive Office to be appointed as, and to act as Company Secretary.

12. Role and Responsibility of the CEO

- 12.1** The position of CEO is a paid employment position of the Organisation.
- 12.2** The CEO is directly responsible to the Chair, and through the Chair to the Board.
- 12.3** The Members acknowledge and agree that the Board of Directors delegates to the CEO all of the necessary powers and authority to manage the business of the Organisation.
- 12.4** The CEO has operational responsibility to employees in the Organisation.

- 12.5** The CEO is required to report directly to the Board on the operations of the Organisation in relation to:
- (a) the execution of the strategy approved by the Board; and
 - (b) the operational and business aspects of the Organisation.
- 12.6** The CEO is entitled to attend and participate in Board discussions, but the Board may excuse the CEO from any part of the meeting if it elects to do so.
- 12.7** Where appropriate the CEO may act as a spokesperson for Organisation with the approval of the Chair.
- 12.8** The Board must specify, in writing, the limits of financial authority delegated to the CEO. The Board may consider and set mechanisms for approval for the oversight and monitoring of larger payments, signatories and application of the Company Seal in relation to those transactions.
- 13. Remuneration**
- 13.1** The Chair is entitled to be remunerated for the work done and responsibilities undertaken by the Chair in that role. On and from the date of this Agreement, the Members to set the remuneration of the Chair at the rate of \$30,000.00 per annum. That rate will be reviewed to CPI (All groups, Hobart, or an equivalent index) at the end of each financial year.
- 13.2** Directors who are not the Chair 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. However, during the establishment phase of the Organisation it is considered that Directors will be making a significant “in-kind” contribution to the Organisation to ensure its success.
- 13.3** All employees of the Organisation, including the CEO, are entitled to be paid in accordance with the entitlements arising under the FairWork legislation and be reference to prevailing market rates for persons acting on this positions of employment in similar organisations.
- 13.4** All reasonable expenses of the Chair and the Directors will be met by the Organisation whilst travelling or undertaking approved business on behalf of the Organisation.

14. Equity Funding – Contributions by Members

14.1 The Organisation relies primarily on its Members to fund the Organisation sufficiently to 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 Organisation.

14.2 The Organisation agrees to issue shares in the Organisation to the Members of the Organisations to recognise the monetary contribution made by individual Members, particularly in the circumstances where those contributions are made:

- (a) evenly by reference to the methodology for calculation of amounts contributed; and
- (b) unevenly, by reference to the dollar value produced by those calculations.

14.3 The Members agree to contribute funds to the Organisation in accordance with the following formula:

$$MC = FC + VC$$

Where:

- (a) MC = the total amount of the Member Contribution per Member;
- (b) FC = the fixed component (commencing in the 2016-17 financial year) calculated by application of the following bands calculated based on the population of the municipal area of each Member:

(i)	Population of 0 – 5,000 people	\$4,000.00
(ii)	Population of 5,001 – 10,000 people	\$8,000.00
(iii)	Population of 10,001+ people	\$16,000.00

The FC component is indexed annually to CPI (All groups, Hobart, or an equivalent)

- (c) VC = the variable component calculated at a contribution rate of **approximately \$2.22 per head of population (figure used in May 2012)** in the municipal area of each Member multiplied by the actual municipal population.

The VC component is indexed annually to CPI (All groups, Hobart, or an equivalent).

- 14.4** The CEO will calculate the contribution amounts for the following financial year and must notify the Members of the required contribution amount not less than three (3) months prior to the end of each financial year.
- 14.5** The Members expressly agree that to remain as a member of the Organisation, and to hold shares of the Organisation, the Member must commit to make the contribution amount for three (3) consecutive years from the date that the membership commences. At the end of each three (3) year cycle a review will be undertaken in accordance with **clause 20**.
- 14.6** The parties agree to allocate shares in increments of \$20,000.00, as follows
- (a) \$1 – \$20,000 contributed = 1 share;
 - (b) \$20,001 – \$40,000 contributed = 2 shares;
 - (c) \$40,001 – \$60,000 contributed = 3 shares;
 - (d) \$60,001 - \$80,000 contributed = 4 shares;
 - (e) etc.

In the basis of the increments set out above the issue of shares to the Initial Members is as set out in the SAI Global Company Extract annexed and marked “**B**”.

- 14.7** Subject to the approval of the Board, there is no limit to the number of shares that any Member can hold, provided that the Member makes the required contribution per share for the relevant period.
- 14.8** In relation to the Members that are the Initial Members set out in the Schedule of Initial Members, the shares issued to those Members are “Ordinary Class” shares, in accordance with the Company Constitution. On account of the nature of the Organisation and the Members of the Organisation, the parties expressly agree that the rights, privileges and conditions attached to each Ordinary Class share are as follows:
- (i) the right to receive notice of, to attend, and to vote at all meetings of the Organisation in accordance with the Company Constitution;
 - (ii) no right to participate in the dividends declared on that share; and
 - (iii) no right to repayment of the paid issue price of that share in a winding up of the company and no right to participate in the division of surplus assets or profits of the company and in this regard to rank equally with all other shareholders so entitled.

14.9 The Directors may accept applications from other persons or entities to become Members of the Organisation in accordance with the Company Constitution. Upon acceptance, the Board may issue shares to that Member that are Ordinary Class shares or that are some other class of Shares provided that at no time can the Board issue shares to any other Member that gives increased or superior rights than what are enjoyed by the Initial Members.

14.10 The Directors expressly agree that the Board will not issue any shares of any class to any Member that would cause the Initial Members of the Organisation to lose a majority interest in the Organisation without a Special Resolution of the Initial Members to do so.

14.11 If the Board issues shares to any new Member, it must only be on condition that the new Member enters into a written deed in a form acceptable to the Board by which the new Members expressly agrees to be bound by the Constituent Documents of the Organisation.

15. Debt Funding

15.1 The parties agree that the Organisation will not obtain, or seek to obtain, any debt funding for any purpose without a unanimous resolution of the Members to that effect.

15.2 If any Debt Funding is obtained by unanimous resolution, each Member agrees to be liable for and guarantee the repayment by the Organisation of that debt funding in accordance with the proportionate amount of shares held by that Member as against all of the shares issued by the Organisation at the relevant time.

15.3 Subject to the passing of an appropriate unanimous resolution, the Organisation may accept loans from any of the parties to this Agreement and if so accepted, the Organisation must create a credit ledger for that purpose.

15.4 Subject to the unanimous consent of all Principals, the Organisation may grant loans to any of the parties to this Agreement and if so granted, the Organisation must create a debit ledger for that purpose.

15.5 If any of the loan arrangements set out in **clauses 15.3** and **15.4** constitute a Division 7A loan, then the provisions of the Company Constitution in respect of Division 7A loans apply automatically.

16. Performance Expectations

16.1 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.

16.2 In particular, all parties to this Agreement must:

- (a) by completely honesty in all communications to, with or on behalf of the Organisation and each other;
- (b) provide full disclosure about all material matters that arise from or may affect the Organisation 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 Organisation environment and when representing the Organisation externally; and
- (d) not make, publish or support any disparaging, defamatory or offensive remark, comment or communication about the Organisation, the Members, the Directors or officers of the Organisation, any employee of the Organisation or any other stakeholder on any fact, matter or concern that is within the knowledge or opinion of that party.

16.3 Each party must only make use of Confidential Information for the purpose of carrying out the purpose and objectives of the Organisation.

16.4 No party to this Agreement is permitted to:

- (a) give or disclose Confidential Information to anyone other person or entity;
- (b) use any Confidential Information for personal gain or profit; or
- (c) use any Confidential Information to cause injury, loss or damage to the Organisation or any other party to this Agreement.

16.5 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 Organisation, which that party is not authorised to make or give.

17. Financial Reports

17.1 Notwithstanding the appointment of external accountants, the Organisation may, in its sole and absolute discretion, elect to undertake routine accounting procedures internally or to engage an external book-keeper for that purpose.

17.2 The Company Secretary must cause that proper and sufficient records, reports and financial statements of the Organisation, 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 Organisation from time to time; or
- (c) as the Corporations Law or other statutes may require.

17.3 The Organisation must comply with the auditing and review procedures of the Corporations Law relevant to the turnover Tier that the Organisation sits in from time to time.

18. Intellectual and Industrial Property

18.1 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 Organisation at all times confidential.

18.2 Each party agrees and covenants with each other party that that party will pass to the Organisation for use by the Organisation as the Organisation sees fit, free of charge, details of:

- (a) all of the technology know-how and research results relevant to the Organisation 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 Organisation;
- (b) all of the technology know-how and research results relevant to the Organisation 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 Organisation to give those covenants.

19. Restrictive Covenant

19.1 Upon:

- (a) the cessation as a Director by a Director for any reason;
- (b) the cessation of membership by a Member, for any reason

the provisions of confidentiality and protection of intellectual property continue to apply to that Director or Member indefinitely and do not merge on the resignation or cancellation of membership.

19.2 The CEO must ensure that appropriate restrictive covenants are contained in each and every employment agreement for employees of the Organisation.

20. Sunset Provisions - Review

20.1 Each party agrees to commit to participation in the Organisation, and to the terms of this Agreement for the Sunset Period set out in **Item 5** of the Schedule of Particulars, which period commences from the date of this Agreement.

20.2 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 Organisation for the purposes of recommending to the Members whether to:

- (a) continue the operation of Organisation in its then current form;
- (b) change the operation of the Organisation 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 Organisation; and
- (g) wind up the Organisation; and/or
- (h) deal with any other relevant matter at that time.

20.3 In conducting that review, the Board may have recourse to any relevant material, matter or issue in making its recommendation to the Members.

20.4 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.

20.5 After and as a consequence of a review under this **clause 20**, no Member is bound, nor can be compelled, to remain and continue as a Member and if a Member elects to cease being a Member, the shares of that Member are deemed to be forfeited.

20.6 Every Member that elects to continue as a Member of the Organisation expressly agrees to commit to a further three (3) year funding cycle, subject to all relevant CPI adjustments for the new period, and the Board must record a resolution to that effect.

21. Dispute Resolution

21. The parties agree to adopt and be bound by the dispute resolution procedures set out in the Company Constitution.

22. Default

22.1 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.

22.2 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 Organisation or any other party to this Agreement; or

- (vi) fails to attend to that Party's responsibilities under this Agreement for a period of more than thirty (30) days for no explainable reason; or
 - (b) the party, being a company or trust or other body corporate:
 - (i) commits any act of insolvency;
 - (ii) enters, or proposes to enter, into any arrangement, composition or compromise with creditors; or
 - (iii) has a director or trustee who is convicted of any offence under **clause 22.2(a)(iii), (iv) or (v)**.
- 22.3** 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.
- 23. Disciplinary Proceedings**
- 23.1** The parties agree to adopt and be bound by the disciplinary procedures set out in the Company Constitution.
- 24. Winding Up**
- 24.1** The parties agree to adopt and be bound by the winding up procedures set out in the Company Constitution.
- 24.2** Upon a winding up of the Organisation, the following process must be followed, in the order set out below, after liquidation of all assets:
- (a) as much notice as possible of the winding up must be given to any employees of the Organisation 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 Organisation in receipt of salary or wages, and superannuation;

- (c) all secured creditors must be paid out, but excluding any loan accounts in favour of parties to this Agreement;
- (d) all unsecured creditors must be paid out, but excluding any loan accounts in favour of parties to this Agreement;
- (e) all unpaid present entitlements;
- (f) all loan accounts must be paid out, subject to any set-off or adjustment for loans made to that party or to a related party of that party; and
- (g) the balance of net assets of the Organisation must be distributed in accordance with the winding up provisions of the Company Constitution.

24.3 The Members expressly acknowledge and agree that no Member can receive any payment of capital, distribution of assets or other benefit from the Organisation on a winding up.

25. Notices

25.1 A notice or other communication in connection with this Agreement is to be in writing and:

- (a) may be given by the relevant party or its lawyer; and
- (b) must be:
 - (i) left at the address set out or referred to in the Details; or
 - (ii) sent by prepaid post to the address set out or referred to on the Details;
 - (iii) sent by fax to the fax number set out or referred to in the Details; or
 - (iv) sent by email to the last known email address of the relevant party or lawyer.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that postal address or fax number.

25.2 Notices take effect from the time they are received unless a later time is specified in the notice.

25.3 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).

25.4 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.

25.5 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.

26. Additional Provisions

26.1 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.

26.2 This Agreement constitutes the entire agreement between the parties about the subject matter of this Agreement. It supersedes and extinguishes all prior agreements, understandings, representations, warranties, covenants or agreements previously given or made between the parties about the subject matter.

26.3 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.

26.4 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.

26.5 This Agreement must not be amended, modified or supplemented except by a written instrument signed on behalf of the respective parties.

26.6 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.

- 26.7** 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.
- 26.8** 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.
- 26.9** 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.
- 26.10** Each party warrants and represents to the other party that the signing or performance under this Agreement does not conflict with or result in a breach of its constitution, any writ, order, judgement, law, rule or regulation which is binding upon the party.
- 26.11** 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.
- 26.12** 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.
- 26.13** 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.
- 26.14** 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.

- 26.15** 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.
- 26.16** This Agreement is governed by and construed in accordance with the law of Tasmania and the Commonwealth of Australia and each of the parties submit to the jurisdiction of the Courts of the State of Tasmania and the Courts of the Commonwealth of Australia.

End of Operative Part

DRAFT

Execution

Organisation

Signed for and on behalf of
Northern Tasmania Development Corporation Limited _____
ACN *** Sole/Director
by its authorised officers under _____
S127 of the *Corporations Act 2001* Director/Secretary

Initial Members

The Common Seal of
Break O’Day Council _____
was affixed in the presence *affix Seal here* Member
the authorised officers of the Council
of the Council _____
General Manager

The Common Seal of
Flinders Island Council _____
was affixed in the presence *affix Seal here* Member
the authorised officers of the Council
of the Council _____
General Manager

The Common Seal of
Georgetown Council _____
was affixed in the presence *affix Seal here* Member
the authorised officers of the Council
of the Council _____
General Manager

The Common Seal of
Launceston City Council _____
was affixed in the presence *affix Seal here* Member
the authorised officers of the Council
of the Council _____
General Manager

The Common Seal of
Meander Council
was affixed in the presence
the authorised officers of the Council
of the Council

affix Seal here

Member

General Manager

The Common Seal of
Northern Midland Council
was affixed in the presence
the authorised officers of the Council
of the Council

affix Seal here

Member

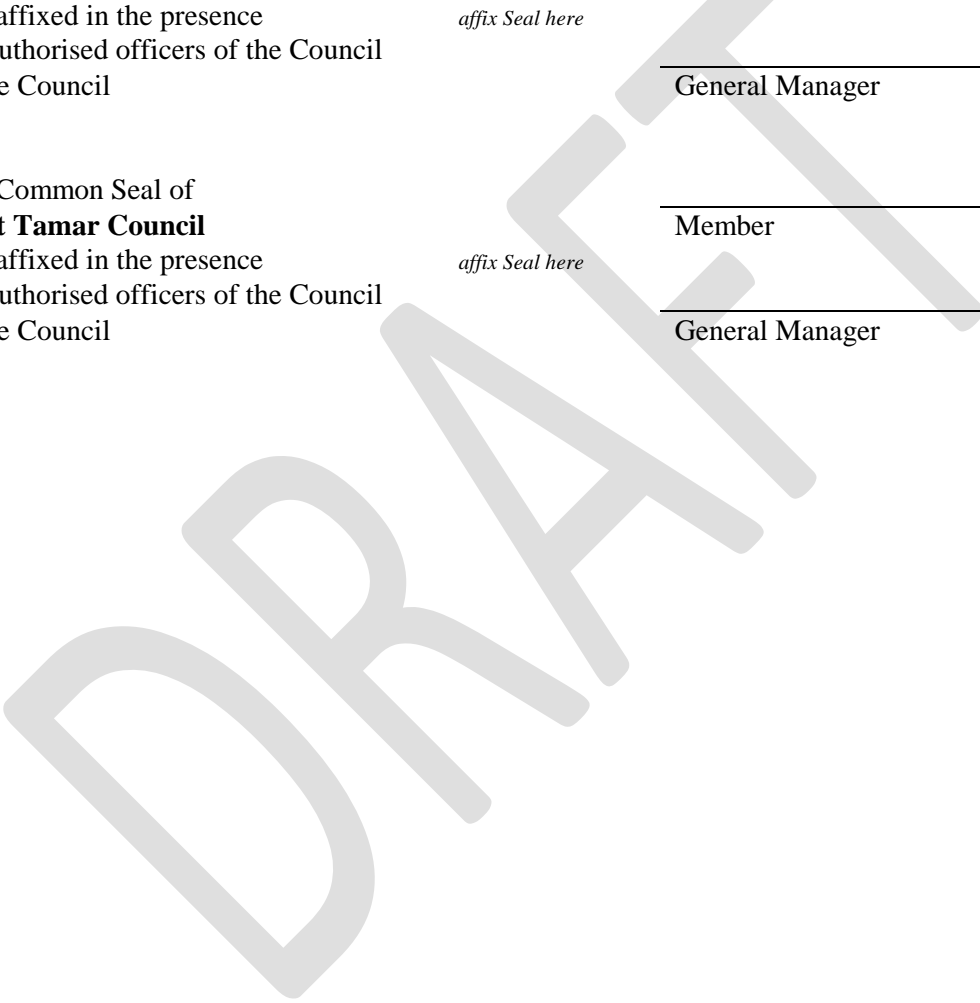
General Manager

The Common Seal of
West Tamar Council
was affixed in the presence
the authorised officers of the Council
of the Council

affix Seal here

Member

General Manager



Annexures

- A. Certificate of Incorporation**
- B. SAI Global Company Extract**
- C. Company Constitution**

DRAFT

Statement of Purpose – a Regional Economic Development Organisation in Northern Tasmania

Background

Northern Tasmania has been lagging behind the rest of the State when it comes to employment growth, youth unemployment, productivity, and overall economic performance. There is agreement that this performance is unacceptable and needs to be urgently addressed.

The current economic lead indicators in the Northern region are unacceptable and having aspirational targets without agreed priorities and implementation plans is also unacceptable - as is doing nothing. We cannot rely on one big investment or the general economy to improve, there has to be leadership and change now. Worst case scenario planning paints a bleak picture for the Northern economy and for our quality of life.

Feedback from key State and Commonwealth stakeholders indicates that one of the reasons is due to the failure of the region to present agreed positions when advocating for investment, and articulate its consistency on regional priorities, the region underperforms and is not maximising on its economic outcomes.

The Northern Regional Futures Plan for the North recommends that we capitalise on three current key industry strengths (i.e. known as pillars): Food and Agribusiness; Tourism and Competitive Manufacturing.

The plan also indicates the need to foster other emerging industries to help achieve these economic aims. Two emerging sectors already identified as economic and social drivers within the region are Health and Community Services and Education.

Targets

The North is targeting major improvements to its economic performance over the next 10 years to 2026. By increasing our **Gross Regional Products (GRP) by 5% pa to 2026, compared to 1.1% pa over the past 10 years**. We need to create 8,000 new jobs over the same period to reduce our unemployment rates below the national average, and we need to place particular emphasis on our issue of high youth unemployment that has reached the 18-19% range in recent months.

To see the **average weekly pay packet across the region increase by \$100 (in real terms) by 2026**, and in recognising the variation in incomes across multiple sectors, we need a priority placed on improving productivity and the development of private sector higher value jobs. This will allow for more discretionary income to be spent on services and products in our region. It is also understood these targets need to be revised and reviewed annually as conditions change and new data becomes available.

A Case for Change

We cannot afford to maintain a ‘business as usual’ approach and expect a different result. The perceived lack of coherence across the region sends confused and contradictory messages, this in turn creates doubt about the merit of both private and/or government investment. Doubt leads to either inaction or a suggestion that a new strategy or study is required.

It is noted in the Bill Fox Report that “the North spends too much time planning and not enough doing”.¹

All influential stakeholders should be provided with an opportunity to share a common goal. One which puts the region’s sustainable economic performance at the centre of any priorities. This means

¹ Review of Regional Bodies in Northern Tasmania – Final Report February 2016

² Competitiveness and the Role of Regions by Prof. Michael E. Porter 2002

Statement of Purpose – a Regional Economic Development Organisation in Northern Tasmania

parochialism and intra-sector competition needs to be discarded. The region's stakeholders need to place greater value on collaboration and co-operation to achieve outcomes with a unity of purpose.

Co-ordinating industry groups based on contemporary models of collaboration² around our industry pillars will encourage sharing experiences and knowledge, and better define impediments (to remove barriers) with the purpose of increasing productivity, resource sharing, and increasing resilience and sustainability within the sectors.

A regional economic development organisation for the North has a major role to:

- Facilitate the skills development requirements across the sectors;
- Identify and plan to address impediments/enablers within the region;
- Support and advocate for the most important enabling infrastructure projects; and
- Communicate opportunities for the private and community sectors.

Purpose

The new organisation is required to provide pro-active regional leadership, that is engaged with business and the shareholders to consolidate an agreed vision and implement a strategic economic action plan based on the Northern Regional Futures Plan framework. The organisation needs to be a strong advocate to government and investors to promote the region. It is understood that the regional city of Launceston, is dependent on the success of the North's regional towns and rural areas success and vice-versa.

The organisation will be governed by a skills-based board and independent chair, with the majority of membership coming from the private and community sectors.

The inaugural funding will comprise the current funding model of Northern Tasmania Development i.e. member Councils as major shareholders. It will be the intent of the new organisation to raise other funding support from other private and government sources, which must also be strategically aligned. Not funding without focus on the outcomes and accountabilities set by Council shareholders.

The new organisation will also adopt a process to determine the top regional priorities and to give these the necessary focus to ensure successful outcomes. This will be achieved through the following:

- must be strategic, research-based and market-driven,
- must be socially and environmentally considerate;
- prescribing the 'what', 'how' and 'when' of success;
- better engagement/connection with the business sector and the broader community;
- aligning projects with State and Federal priorities; and
- promoting private sector investment.

The 'How' of the New Organisation

It is agreed that meeting KPIs and outcomes will be particularly important for the new organisation, as is the 'how'. The need to be an exemplar of contemporary best practice and collaboration throughout the region is a must.

This can be underpinned by staff secondments between agencies and co-location with other pro-active agencies to ensure the new organisation exposes as many stakeholders as possible to contemporary and innovative practices.

¹ Review of Regional Bodies in Northern Tasmania – Final Report February 2016

² Competitiveness and the Role of Regions by Prof. Michael E. Porter 2002

CORP 1 APPLICATION FOR GENERAL RATE REMISSION, CATHOLICCARE TASMANIA, 65 WILLIAM STREET WESTBURY

1) Introduction

The purpose of this report is for Council to consider an application from CatholicCare Tasmania (formerly Centacare) for a remission of the General Rate under section 129 of the Local Government Act 1993 (Act) for its property at 65 William Street, Westbury.

2) Background

This application is for a remission of the General Rate for the 12 single bedroom units at 65 William Street, Westbury (previously owned by Red Cross). The units are situated to the rear of the property with car parking at the front. They are not separately rated and the total General Rate amounts to \$3748.86 (or \$312 per unit).

In 2012 the Archdiocese of Hobart objected to the rate notice for this property under section 123 of the Act on the basis that the property is exempt from the General Rate under section 87(d) ie "land or part of land owned and occupied exclusively for charitable purposes". The General Manager decided not to amend the notice and the subsequent appeal by the Archdiocese to a Magistrate in the Magistrates Court Administrative Appeals Division was lost.

It is likely that this application has been submitted because the objection and appeal process against the levying of General Rates on this property is effectively closed. A Copy of the application is attached for Councillor's information.

3) Strategic/Annual Plan Conformance

Not applicable

4) Policy Implications

If Council granted this remission it could be seen as setting a precedent for applications from other property owners with similar circumstances

5) Statutory Requirements

Under Section 129 of the Act a remission can only be granted with a resolution passed by an absolute majority.

6) Risk Management

If Council granted this remission there is a real risk of other property owners with similar circumstances applying for and expecting a General Rate remission.

7) Consultation with State Government and other Authorities

Tasmanian Councils, through their representative body, the Local Government Association of Tasmania, resolved last year on a consistent view that residential housing or "independent living units" operated by charitable organisations are not exempt from General Rates. Council has consistently reinforced this position by not granting subsequent remissions applied for under Section 129 of the Act.

8) Community Consultation

Not applicable

9) Financial Impact

The initial impact if this remission if granted is \$3748.86 however the potential impact if such remissions were extended to this class of ratepayer is reasonably significant at just under \$37,000 which represents a 0.4% increase in the General Rate for other ratepayers to compensate.

10) Alternative Options

Council can grant the remission of the General Rate but the resolution must be passed by an absolute majority.

11) Officers Comments

This application is related to the continuing Local Government dispute with some charitable organisations that are owners and operators of independent living units in "retirement villages" objecting to the payment of General Rates. Council's legal advice over many years and supported by the

outcomes of previous appeals to a Magistrate, is that private residential occupation is not a charitable purpose.

Similar applications and this relationship have been considered by Council on several occasions in the past, most recently at the October 2016 meeting, and on each occasion, Council has been consistent in not granting a General Rate remission. It is recommended that Council continues its consistent approach and does not grant the requested remission.

CatholicCare has paid the first instalment of the General Rate at this point in time.

AUTHOR: Malcolm Salter
DIRECTOR CORPORATE SERVICES

12) Recommendation

It is recommended that Council does not grant a remission of the General Rate under section 129 of the Local Government Act 1993 as requested by CatholicCare Tasmania for the property situated at 65 William Street, Westbury.

DECISION:



CatholicCare
TASMANIA

4 October 2016

Mr. Martin Gill
General Manager
Meander Valley Council
P.O. Box 102
Westbury TAS 7303

14758

Index No.			
Doc No.			
Batch No.			
RCVD	- 7 OCT 2016		MVC
Action Officer	MS	Dept.	CS
EO	<input checked="" type="checkbox"/>	GD	BOX

Dear Martin,

RE: CatholicCare Application for General Rates Remission

I am writing in application for a general rates remission relating to CatholicCare properties located within the Meander Valley Council as detailed in Table 1 below.

Table 1.

Street Address	Suburb
1-12/65 William Street	Westbury

CatholicCare is a non-government organisation. The dwellings are used exclusively for charitable purposes and all properties listed in Table 1 are under the ownership of CatholicCare.

I trust the above provides the relevant information you require to assess our application.

Please feel free to contact me should you require any additional information.

Yours Sincerely

Mandy Clarke
Chief Operating Officer
CatholicCare

CORP 1

INFRA 1 POLICY REVIEW NO.15 – DRIVEWAY CROSSOVERS

1) Introduction

The purpose of this report is for Council to review Policy No.15 –Driveway Crossovers.

2) Background

This policy provides guidance for Council on managing driveway crossover construction and alterations and ensures crossovers comply to the relevant standards.

The Policy was previously reviewed by Council in 2013.

3) Strategic/Annual Plan Conformance

The Annual Plan requires Policy No.15 to be reviewed in the December 2016 quarter.

4) Policy Implications

The process of policy review will ensure that policies are kept up to date and appropriate.

5) Statutory Requirements

Local Government Highways Act 1982

6) Risk Management

Council needs to manage any potential liability involved with people working in the road reserve and the construction of driveways to Council standards.

7) Consultation with State Government and other Authorities

Not applicable

8) Community Consultation

Not applicable

9) Financial Impact

Not applicable

10) Alternative Options

Council can elect to make further amendments or discontinue the existing Policy.

11) Officers Comments

This policy provides Council officers with a mechanism to manage the construction of new driveways and alteration of existing driveways to ensure work is undertaken safely and to the correct standard. There are only minor changes recommended to the existing Policy.

AUTHOR: Dino De Paoli
DIRECTOR INFRASTRUCTURE SERVICES

12) Recommendation

It is recommended that Council confirm the continuation of Policy No.15 – Driveway Crossovers, as follows:

POLICY MANUAL

Policy Number: 15

Driveway Crossovers

Purpose:

To ensure that formal application is made to Council in any instances where a driveway crossover needs to be constructed or altered in any way.

Department:

Infrastructure Services

Author:

~~Ted Ross~~ Dino De Paoli, Director

Council Meeting Date:

~~11 December 2013~~ 15 November 2016

Minute Number:

~~215/2013~~

Next Review Date:

December 2016-2020

POLICY

1. Definitions

"Driveway Crossover" – is that part of the vehicular access from the road carriageway to the adjoining ~~properties~~ **property boundary**. This may include a kerb crossing or culvert in an open drain.

2. Objective

The objective of this policy is to provide a process to ensure that driveway crossovers are constructed safely and to the appropriate Council Standard.

3. Scope

This policy applies to the Council, private and public owners and developers and anyone constructing **or altering** a driveway crossover.

4. Policy

- (a) ~~That Council will~~ require an application to be made ~~at the time of seeking building approval~~ where there is no driveway crossover, a driveway crossover that is not constructed to Council Standards or an alteration to an existing driveway crossover **is needed**.
- (b) Where major alterations to driveway crossovers or construction of additional **or** ~~new~~ driveway crossovers to existing properties are required, construction shall be undertaken **only by a contractor approved by Council** ~~approved contractors~~ with the relevant skills and qualifications.
- (c) Driveway Crossovers are to be classed as either rural or urban, with this categorisation being dictated by the road type. All driveway crossovers must be constructed to the appropriate Council Standard Drawings and be to the satisfaction of Councils engineer.

5. Legislation

~~Section 35 of the~~ Local Government Highways Act 1982

6. Responsibility

Responsibility for operation of this policy rests with the ~~Director Development Services and~~ Director Infrastructure Services.

DECISION:

ITEMS FOR CLOSED SECTION OF THE MEETING:

Councillor xx moved and Councillor xx seconded ***“that Council move into Closed Session to discuss the following items.”***

The meeting moved into Closed Session at x.xx pm

CONFIRMATION OF MINUTES OF THE CLOSED SESSION OF THE ORDINARY COUNCIL MEETING HELD ON 11 OCTOBER, 2016.

GOV 6 LEAVE OF ABSENCE

(Reference Part 2 Regulation 15(2)(h) Local Government (Meeting Procedures) Regulations 2015)

INFRA 2 HADSPEN URBAN GROWTH AREA PLAN – CONSULTANT ENGAGEMENT

(Reference Part 2 Regulation 15(2)(d) Local Government (Meeting Procedures) Regulations 2015)

Cr xxx moved and Cr xxx seconded ***“that Council move out of Closed Session and endorse those decisions taken while in Closed Session.”***

The meeting re-opened to the public at x.xx pm

Cr xxx moved and Cr xxx seconded ***“that the following decisions were taken by Council in Closed Session and are to be released for the public’s information.”***

The meeting closed at

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CRAIG PERKINS (MAYOR)