

ORDINARY COUNCIL - 14 November 2024 Attachments

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From: "Robin Mark Smith" [REDACTED]
Sent: Wed, 6 Nov 2024 23:44:13 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: Question On Notice - General Meeting

Dear Sir/Madam,

Please find below a 'Question On Notice' for the next council General Meeting:

With reference to the City of Launceston City Heart Place Plan 2024-2029 (document prepared by WSP Australia and adopted by council 30 October 2024 - AKA City Heart Stage 2).

An immediate action on page 21 is to 'redesignate Tamar, Cimitiere and York Streets as the A3 route'.

This new traffic route indicates diverting the east bound A3 traffic past Brisbane Street further up the terminating Highway 1 (Midland Highway) onto the Cimitiere Street underpass.

However, it does not demonstrate a diversion of southerly traffic volumes travelling south on the A8 East (Tamar Highway) which can only be accommodated by the existing A3 CBD Brisbane, Charles & Paterson Streets route.

Am I understanding the proposal correctly because while the author of the document states that the traffic on the A3 is to be diverted from the CBD, it rather appears that this proposal can only capture and divert north bound traffic on Highway 1 and not the corresponding southbound A8 traffic as the Cimitiere Street flyover lacks a slip lane and thereby unable to connect the newly designated A3 except via the existing CBD route?

Furthermore, has this traffic volume been calculated, together with traffic on the A7 (West Tamar Highway) destined to join the A3, which also carries a tendency run directly towards the CBD and down the Brisbane, Charles and Paterson route please?

Thank you,

Yours faithfully,

Robin Smith

From: "Robin Mark Smith" [REDACTED]
Sent: Wed, 6 Nov 2024 23:59:00 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: Question On Notice - General Meeting

Dear Sir/Madam,

The lighting in Princes Square is wholly inadequate considering the anti-social threat level. Has council conducted an audit of the lighting levels in this park recently please?

Is council currently aware that much of the footpath night lighting in the west end of the City Park appears to have failed?

Thank you,

Yours faithfully,

Robin Smith

From: "Frida Fridge" <fridathefridge@gmail.com>
Sent: Thu, 31 Oct 2024 11:19:43 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>; "Mayor" <mayor@launceston.tas.gov.au>; "Councillor Tim Walker" <tim.walker@launceston.tas.gov.au>; "Councillor Alex Britton" <alex.britton@launceston.tas.gov.au>; "Councillor Susie Cai" <susie.cai@launceston.tas.gov.au>; "Councillor Lindi McMahon" <lindi.mcmahon@launceston.tas.gov.au>; "Councillor Andrew Palmer" <andrew.palmer@launceston.tas.gov.au>; "Councillor Joe Pentridge" <joe.pentridge@launceston.tas.gov.au>; "Councillor George Razay" <george.razay@launceston.tas.gov.au>; "Councillor Alan Harris" <alan.harris@launceston.tas.gov.au>; "Councillor Andrea Dawkins" <andrea.dawkins@launceston.tas.gov.au>; "Councillor Danny Gibson" <danny.gibson@launceston.tas.gov.au>
Subject: Community Pantry Petition Lodgement
Attachments: CommunityPantryPetition.pdf

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

To Launceston City Council,

In light of the news that the Council will today be considering a recommendation regarding the installation of a community pantry adjacent to Princes Square, the community behind Freeda the Freeshop would like to formally lodge with you our petition calling for a community pantry to be installed in Princes Square.

Please find the online petition here:

<https://chng.it/pHYQTtCPJT>, or the full list of signatories and lodgement declaration attached.

As you are likely aware, Freeda was a community pantry initiative installed twice in Princes Square over the last three months. Both times it was removed by the Launceston City Council. Though other community pantries have since been install around Launceston (as well as those that already existed prior to Freeda), we consider Princes Square to be a location in particular need of a pantry. This is considering factors such as foot traffic, facilities, existing community and freedom from surveillance.

The petition we are submitting today proves that the wider Launceston community shares this opinion. The petition now has 800+ signatures calling for a community pantry to exist in Princes Square.

We understand that the council has had issues with how Freeda has been installed in the park in the past, and thus we are requesting now for the council to install a pantry that they consider to be appropriate. Once installed to the council's standards, we want to see the pantry become a true community initiative, managed and run by community, including us, the Friends of Freeda.

We believe that trust in community and collective ownership over projects like these are a necessity, and we wish for that space for trust and community to be returned to Princes Square. We also understand that while communities engage in these kinds of initiatives, it is the role of Governments and councils to utilise their institutional powers and resources to make broader structural changes.

We hope that you will be able to table this petition in an upcoming meeting of the Launceston City Council and that the council will listen to the overwhelming calls from the community during this cost-of-living crisis.
Thank you,
Friends of Freeda

Keep Freeda in Princes Square!

***** UPDATE 10:00am 20/8/24 Launceston City Council once again have inconsiderately removed the recently re-installed 'Freeda the Free Shop'. Showing Council's true lack of community awareness and concern. The below petition urges Launceston City Council to re-instate Freeda in Princes Square, where the community needs and wants it to be. *****

Community members have reinstalled the well-loved and much-used 'Freeda the Free Shop' back into Princes Square following its senseless removal by Launceston City Council on the 26th of July (pictured below). This act is both in protest to the council's shameful decision to remove Freeda during a cost of living crisis - and a gesture of solidarity with those who used it and wanted it to stay.

We need your help to let the council know that you want Freeda to stay at Princes Square where it belongs and can be accessed by everyone. The Council needs to know that their attempts to stop community initiatives like Freeda will not work, and that they cannot and should not, stop the Launceston community from supporting each other.

The council's temporary community pantry has no guarantee to stay, is inaccessible based on its location, and does not understand the often negative impact police have on those experiencing homelessness and other social issues that carry stigma.

By signing this petition you are standing in solidarity with your community during the cost of living and housing crises - and defending our collective right to support each other in public spaces. You are also sending a message to Launceston City Council that they need to do better when it comes to working in supportive ways with the community.

What Is Freeda?

Freeda is a community-run and maintained 'free' shop where anyone can give or take what they need. This usually involves non-perishable goods, pantry, and sanitary items.

Beyond this - Freeda is a community initiative that provides solidarity and support to those in need through building community connections and respect. It provides meaningful and immediate ways for people to support each other during a cost of living and housing crisis and to contribute to a culture of compassion and empathy.

Freeda is a response to the lack of effective action by local, state and federal government to address the profound inequality that has gripped our communities.

Community direct actions like 'Freeda' reveal the hazardous levels of bureaucracy and injustice in our social and political systems - and shines a light on the indifference and apathy of those in power that stop us from changing anything for the better.

What else can we do?

Make sure you get down to Princes Square to visit Freeda! Grab something for yourself - or put something useful in it for someone else.

Freeda loves:

Non-Perishable Food and Drink

Sanitary Items

NO books or clothes please.

What the Council can do

Below we have provided some suggestions for Launceston City Council to consider as much better alternatives to removing Free Shops.

Leave Freeda in Princes Square, help make it better/safer, or improve it with something permanent.

Commit to providing the Launceston community, particularly young people and people with disabilities, with high quality community-run spaces where they can connect and support each other.

Improve consultation practices within the Council to work more respectfully with community members. This includes actively seeking engagement from community members with lived experience to relevant decisions and discussions.

End hostile architecture in Launceston. This includes replacing or modifying benches, seats, tables and other structures that are designed to be uncomfortable, impractical and exclusionary with high quality and more accessible designs.

Follow through with their 'Liveable Cities' strategy! Improve the quality, accessibility and number of public amenities that provide access to basic needs like drinking water, 24/7 accessible toilets, shelter and warmth, basic cooking facilities.

In solidarity,

Freeda the Free Shop and friends <3

Name	City	State	Postal Code	Country
Freeda Free Shop				Australia
Jake Keddie Gray	Tasmania		7250	Australia
Helena Griffith	Hobart		7008	Australia
elliott davis	Launceston		7250	Australia
Irene Di Lauro	Melbourne		3000	Australia
Lauren Ball	Launceston		7250	Australia
Aaliyah Desouza	Launceston		7270	Australia
David Hirst	Copenhagen		2400	Denmark
Mathew Green	Sydney		2000	Australia
vittoriana lasorella			70023	Italy
Marshal F	Hobart		7001	Australia
Theresa O'Brien	Sydney		2196	Australia
Fahad Al-Sohaibani	Launceston		7250	Australia
Isabel Scharm	Launceston		7250	Australia
Anders Russell	Launceston		7250	Australia
Angela Magri	Bitonto		70032	Italy
Deborah Lynch	Western Creek		7304	Australia
Maddison Carroll	Sydney		2000	Australia
Elena Darby-Rodriguez	Sydney		2000	Australia
Roberto Di Lauro	Gioia del Colle		70023	Italy
Juanny Tan	Launceston		7250	Australia
Belinda Kavic	Hobart		7001	Australia
Olivia Barnes	South Launceston		7249	Australia
Michelle Lennard	Tasmania		7250	Australia
Alison phillips			3942	Australia
Lisa Seberry	Melbourne		3121	Australia
Jaine Scollard	Launceston		7250	Australia
Nicholas Levett	Launceston		7250	Australia
Rebecca Farrell	Cressy		7302	Australia
Elizabeth Langshaw			7009	Australia
Grace Summers	Launceston		7275	Australia
olivia van dongen	Launceston		7248	Australia
Hector Russell	Launceston		7250	Australia
Jake Gaudion	Launceston		7249	Australia
Nick Tuck	Launceston		7248	Australia
Tom Wickert	Launceston		7250	Australia
Kristy K C	Tasmania		7250	Australia
Allarna Trost	Launceston		7250	Australia
Losharn Hales	Melbourne		3141	Australia
Lizzie Fisher	Launceston		7250	Australia
Annie Edney	Melbourne		3121	Australia
Freyja Wild	Launceston		7250	Australia
Julia Russ	Launceston		7250	Australia
Megan Peters	Melbourne		3004	Australia
Diana Van Meel	Launceston		7250	Australia
P K	Tasmania		7250	Australia
Maddie McShane				Australia

Chloe Preston	Launceston	7250 Australia
Valentina Magri	Launceston	7249 Australia
Hayley Close		7250 Australia
Lucy mccarroll	Tasmania	7250 Australia
Ruby Barnes	Melbourne	3183 Australia
Pearl Braganza	Aspendale gardens Vic	3195 Australia
Oliver Garden	Hobart	7001 Australia
Karen Hall		7249 Australia
Arlia Dudman-Batters	Launceston	7250 Australia
Kacey Reynolds	Yass	2582 Australia
Isabelle Ward	Launceston	7249 Australia
Jemima Higgins	Launceston	7249 Australia
Shania Price		7270 Australia
Glecell Cano Cocker	Launceston	7250 Australia
Jaymie Rattray	Launceston	7248 Australia
Elizabeth Saunders		7250 Australia
Tracey Boyden		7052 Australia
Hannah Klekociuk	Launceston	7250 Australia
Mardie Blair	Launceston	7250 Australia
Amy Cavanough		7019 Australia
Jason Roberts	Melbourne	3008 Australia
Andy Y	Launceston	7250 Australia
Melissa Knight	Launceston	7249 Australia
Richard Klekociuk	Prospect Vale	7250 Australia
Claire Doran	Hobart	7018 Australia
Jayme Rushton	Launceston	7250 Australia
Eleanor Laud		3055 Australia
Jasmine Cox	Devonport	7310 Australia
Charlotte Bracken	Launceston	7249 Australia
Christiana Lopez	Melbourne	3000 Australia
Sam Campbell	Hobart	7000 Australia
Harley Russell	Melbourne	3103 Australia
Natalie Harding	Riverside	7250 Australia
Sam Chadd	Launceston	7248 Australia
Nathan Avery	Hobart	7018 Australia
Tahlia Kinrade	Launceston	7250 Australia
Chelsea Keenan	Melbourne	3153 Australia
Sasha Blair	Launceston	7250 Australia
Jess Springer		Australia
nuri m	launceston	7248 Australia
Gemma Towns	Launceston	7250 Australia
Annelise Kember	Launceston	7250 Australia
Katrina hill Hill	Beauty point	7270 Australia
marita rose	Invermey	7248 Australia
Kim Rowlings	Bracknell, tas	7302 Australia
Gus Potts		2302 Australia
kerrie riley		4506 Australia
Amy Bates	Launceston	7050 Australia

Nick Doyle	Perth	6003 Australia
Rebecca Marshall	Launceston	7250 Australia
Tegan Hatton		7005 Australia
Isabel Casey	Launceston	7248 Australia
F B	Hobart	7015 Australia
Jezz Farrow	LAUNCESTON	7250 Australia
Sophie Walker	Melbourne	3078 Australia
garry rigby	Melbourne	3000 Australia
Nina Annand	Mossman, QLD	4873 Australia
Paige Goldsmith	Launceston	7250 Australia
Harry Muskett	Melbourne	3053 Australia
Tristan Morrison	East Launceston	7250 Australia
Jaxon Bassett	Melbourne	3053 Australia
Amy Dickson	Tasmania	7250 Australia
Franky Del Vecchio	Launceston	7250 Australia
Erin Lovell Verinder	Launceston	7212 Australia
Bernadine Bartlett	Shepparton	3631 Australia
Angie Collins	Melbourne	3000 Australia
lily smith	Melbourne	3008 Australia
Yasmine O'Keefe	Melbourne	3003 Australia
Gazza Kowal		Australia
B K	Launceston	7276 Australia
Emily Parsons	Launceston	7250 Australia
Lisa Cummins	Hobart	7018 Australia
Erin Hodges	Launceston, Tasmania	7250 Australia
Lisa Rime	Melbourne	3147 Australia
Emma Forbes	Rocherlea	7248 Australia
Darrell Foote	Adelaide	5033 Australia
nieve halley	Launceston	7250 Australia
Alastair Scott	Launceston	7250 Australia
sienna nicholls	launceston	7250 Australia
Molly Nicholls	Launceston	7250 Australia
Imogen Weisse	Brisbane	4102 Australia
Danniele hawkins	Launceston	7250 Australia
Holly Cooper	Launceston	7249 Australia
Cynda Morcom	Melbourne	3000 Australia
kathrynne grundy	Perth	6372 Australia
Susan Grant	Hillwood	7252 Australia
James Marshall	Launceston	7250 Australia
Issy Bishop	Melbourne	7010 Australia
Kimberley Eaton	Hobart	7018 Australia
ashtyn peters	Melbourne	3053 Australia
Ella Boas	Launceston	7250 Australia
olivia robinson	Launceston	7260 Australia
Claire Richardson	Invermay	7248 Australia
Maddison Walsh	Launceston	7250 Australia
Olarne Rye		Australia
Anne-Marie Lechanteur	Launceston	7250 Australia

Jasmine Hawke	Launceston	7250 Australia
Kelli Charles	Melbourne	3121 Australia
Maria Paige	Sydney	2145 Australia
Sian Lilley	Hobart	7001 Australia
Drew Davis	Hobart	7018 Australia
Chels Pyman		5034 Australia
Amelia Cromb	Boomer Bay	7177 Australia
shanae aziz	Melbourne	3004 Australia
ji soo LIM	Perth	6000 Australia
Zoe Witkowski	Sandy Bay	7005 Nepal
Erin Kelly	Hillwood	7252 Australia
Lynne Williams	Hobart	7000 Australia
Payton Frost		7303 Australia
Cathryn Kelly	Hobart	7008 Australia
Ella Charlton	Launceston	7250 Australia
Anna Barber		Australia
Sydney Carnie	Scottsdale Arizona	85251 US
Sonya Watson	Exeter	7275 Australia
Charlotte worsley	Launceston	7277 Australia
Marcia Brandwood	Hobart	7004 Australia
Danielle Collins	Launceston	7250 Australia
Amelia Morice	Melbourne	3068 Australia
Bee Howell	Melbourne	3002 Australia
Eileen Ooi	Newstead	7250 Australia
Jordie Gray	Launceston	7250 Australia
Amy Thompson	Robigana	7275 Australia
Erin Osbourne	Melbourne	3000 Australia
Shontae Deacon	Launceston	7249 Australia
Maimona Faisal	Hobart	7000 Australia
Emily Gilev	Adelaide	5070 Australia
Grace Wood	Melbourne	3066 Australia
Sky Ferguson	Tasmania	7304 Australia
Lisa Chandler	Launceston	7249 Australia
Ebonnie Lord	Jeeralang Junction	3840 Australia
Vanessa Ferguson	Launceston	7004 Australia
Irene Smith	Melbourne	3121 Australia
Millie Bayes	Launceston	7250 Australia
Kelly Hammond	Hobart	N1 4NG Australia
Helen O'Neill		3844 Australia
T Brookes	Launceston	7250 Australia
David -	Launceston	7249 Australia
Tahlia Newall	Launceston	4101 Australia
Ashton Donaldson	Melbourne	3000 Australia
Hellen Keen	Iurunga	2544 Australia
Callum Grant	Hobart	7000 Australia
Tanager Peet	Launceston	7250 Australia
Frankie Barnes	Tasmania	7249 Australia
Maddie Krasnicki	Hobart	7000 Australia

Pip Nicholls	Hobart	7018 Australia
Max Mclennan		7010 Australia
Johanna Cameron	Launceston	7250 Australia
Olivia Restall	Tasmania	7300 Australia
ava walker	Melbourne	3004 Australia
Danielle Bowman	Melbourne	3000 Australia
harpy kaur	Melbourne	3000 Australia
Helena Griffith	Melbourne	3000 Australia
Φιλάρετη Σαχλά	Hobart	7000 Australia
Matthew Hughes	Melbourne	3051 Australia
Jayde Beaumont		7250 Australia
Krystal Temple		7250 Australia
sarah torster	Launceston	7250 Australia
Leanne Turner		7303 Australia
Patrick Eid	Illawong	2234 Australia
Jorja-Anne Tynan	Tasmania	7250 Australia
Maria Hutchison	Launceston	7250 Australia
Natasha Douglas	Hobart	7010 Australia
maddie dickson	Launceston	7250 Australia
Samuel Phillips	Launceston	7250 Australia
Jennifer M		7250 Australia
LEANN Lewis	Redcliffe	4019 Australia
Kye McKenzie	Hobart	7009 Australia
Michaela Forrest	Byron Bay	2481 Australia
Natasha Munday	Miandetta	7310 Australia
Annabelle Aitken	Launceston	7250 Australia
Bryan M' Crystal	Sydney	2000 Australia
Carolanne Fisher	Hobart	7005 Australia
Grace Tsamassiros	Mount Stuart	7000 Australia
Ruby Howard	Melbourne	3053 Australia
Mandy How	Launceston	7020 Australia
Quinn Hardy	Launceston	7250 Australia
Laurissa Mangold	Melbourne	8051 Australia
Melita Petterwood	Launceston	7248 Australia
Jack Spotswood-Mcdonald	Melbourne	3000 Australia
Jessica Bullen	Hobart	7010 Australia
Rose Sheehan	Hobart	7052 Australia
m b	Hobart	7009 Australia
Matilda Evans	New Norfolk	7140 Australia
Karen Colbeck	Tasmania	7151 Australia
Hannah Mulligan	Tasmania	7250 Australia
Rowan Robertson	Melbourne	3081 Australia
Tiara Gardiner	Newstead	7250 Australia
Maria Sullivan	Newstead	7250 Australia
Maya Cunningham	Launceston	7250 Australia
Sam Barnard		7249 Australia
Finn Cooper	Launceston	7250 Australia
Samuel Pottenger	Boomer Bay	7177 Australia

Monique Ker		7004 Australia
Martin Diesendorf	East Launceston	7250 Australia
Patricia Wiggins	Launceston	7250 Australia
Martin Nicholls	Kayena	7270 Australia
katharine aitken	Launceston	7250 Australia
Natalie Waites	Invermay	7248 Australia
Myshayla Carroll	launceston	7248 Australia
Angus Scharm	Launceston	7250 Australia
Niam Rogers	Launceston	7250 Australia
Sienna Webb	Tasmania	7214 Australia
Conner Psereckis	Tasmania	7250 Australia
Rebekah Ramsay	Launceston	7250 Australia
Ruby Wood	Preston	3146 Australia
Tully Steele	Launceston	7248 Australia
Ellie Van Dalen	Launceston	7250 Australia
Skibidi Ohio	Brisbane	4000 Australia
Kai Brain	Launceston	7250 Australia
Ebony Plancke	Devonport	7310 Australia
Joshuah Boutcher	Launceston	7250 Australia
erin Brownhill	Port Macquarie	2444 Australia
Jack Magnotta	Hobart	7005 Australia
Arthur Freeth	Sydney	2130 Australia
Sarah Stoltenberg	Melbourne	3122 Australia
Anne Everett	Melbourne	3000 Australia
Jack Brindle	Longford	7301 Australia
Quade Helm	Hobart	7001 Australia
Miranda Hann	Hobart	7005 Australia
Henry Gee	Launceston	7250 Australia
Gabrielle Axton	Launceston	7250 Australia
melissa chatwin	Saint Kilda	3182 Australia
Elloise Baldwin-Case	Launceston	7250 Australia
Vanessa De Freitas	Perth	6168 Australia
Diella Josephson	Launceston	7250 Australia
Surjeet Ubbi	Brisbane	4006 Australia
Emilee Owen	Melbourne	3053 Australia
Ruth Murphy	Launceston	7290 Australia
Oliver Cathcart	Launceston	7250 Australia
Brogan Dallimore	Tasmania	7275 Australia
Sueanne Riley	Melbourne	3032 Australia
Madison Graham	Invermay	7248 Australia
Gabrielle May	Invermay	7248 Australia
Maddie Adams	South Launceston	7249 Australia
Khayla McCormick	Launceston	7250 Australia
Katie McKenna	South Launceston	7249 Australia
Stephanie Taylor	Penguin	7315 Australia
Phillip Kerrison	Kings Meadows	7249 Australia
Lilly O'Scanaill	Hobart	7004 Australia
Toni Earl	Launceston	7250 Australia

Daniella Nolan	Hobart	7008 Australia
Jeanette Watson	Fremantle Western Au	6160 Australia
Ally McCoy	Launceston	7250 Australia
Geoff Woodland	Launceston	7250 Australia
Summer Potten		2204 Australia
Joseph Mohammadi	Melbourne	3000 Australia
Joshua Vines	Seven mile beach	7170 Australia
Camille Nelson	Launceston	7249 Australia
Elizabeth Halley	Launceston	7250 Australia
Jen Wakefield	Tasmania	7000 Australia
Phoebe Slater	Hobart	7001 Australia
Shaun Smith	Launceston	7250 Australia
Phoebe Carr	Launceston	7250 Australia
bex callander	Launceston	7250 Australia
Savanah Morcom	Launceston	7250 Australia
Rosie Shield	Launceston	7250 Australia
Sibes Callahan	Launceston	7250 Australia
Steph Papastavrou	Hobart	7010 Australia
Chloe Callahan	Launceston	7250 Australia
Stephanie Peacock	Launceston	7249 Australia
Bek milbourne	Launceston	7250 Australia
Iola Fleming	Hobart	7053 Australia
Reu Northmore	Tasmania	7000 Australia
Esta Hughes	Hayle England	TR274EB UK
Justice Stalman		5052 Australia
Lisa Ayre	Launceston	7250 Australia
Bailey Tieste	Adelaide	5070 Australia
Brenna Howlett		7250 Australia
Isla Campbell	Hobart	7004 Australia
Pam Sellers	Launceston	7250 Australia
Summa Maidstone	Hobart	7018 Australia
Madi Biggelaar	Launceston	7248 Australia
Tanya Miller	Lilydale	7268 Australia
Jeanette Carney	Summerhill	7250 Australia
Rosie Katunar	Brisbane	4102 Australia
Erin Hladio	Longford	7301 Australia
Cliff Murray	Hobart	7008 Australia
Kalista Smith-Evans	Launceston	7248 Australia
Megan Wilson	Underwood	7268 Australia
Cecilia Bence	Melbourne	3040 Australia
Judith Varley	Eltham	3095 Australia
Hayden Scott	Hobart	7005 Australia
Sean Corrigan	Yorkeys Knob	4878 Australia
Courtney Sait	Charlton	3525 Australia
Lauren Thomas	Launceston	7250 Australia
Le Aufder-Heide	Launceston	7250 Australia
Annabelle White	Beauty point	7270 Australia
Grace Luchow	Vermont	3133 Australia

Anerleigh Simms		2035 Australia
Zoe Kerruish	Tasmania	7021 Australia
Alyssa McPharlin	Adelaide	5000 Australia
Jaide Newton	Launceston	7250 Australia
Cecily Rosol	Launceston	7249 Australia
Izzy Foxcroft	Hobart	7008 Australia
Jasmine Nicolitis	Karabar	2620 Australia
Jason Barden	Launceston	7250 Australia
Rita Lynd	Forth	7310 Australia
Taneke Garner	Melbourne	3051 Australia
Katie MacLaren		Australia
Isabella Hay		7250 Denmark
Robert Frost	Melbourne	3122 Australia
Katie Spencer	Launceston	7250 Australia
Indi Green	Perth	6027 Australia
Krystal Rose	Launceston	7248 Australia
Britt Lynd	Launceston	7250 Australia
Sam Stokes	Gardners Bay	7112 Australia
Sarah Dornauf	Hobart	7010 Australia
Trenton Hoare	South Hobart	7004 Australia
Esme Ingleton	Launceston	7250 Australia
Emma Wilson	Melbourne	3166 Australia
James Costin	South Launceston	7249 Australia
Caitlin Hansch	Hobart	7009 Australia
Daisy Barnett	Launceston	7250 Australia
Jack MacDonald	Hobart	7009 Australia
Son Jons	Sydney	4000 Australia
Alex Hanstein	Rosny	7018 Australia
Bella Holmes	Hobart	7001 Australia
Kuba Meikle	Launceston	7250 Australia
Jen Lowe	Hobart	7000 Australia
Eliza Boon	Devonport	7310 Australia
Elly Neilsen		2088 Australia
Sam Xu	Sydney	2141 Australia
Jack Hudspeth	Melbourne	3053 Australia
Tilda Woodruff	Hobart	7000 Australia
Luci Reid	Hobart	7015 Australia
Alicia rosskelly	Launceston	7250 Australia
JUSTIN RODDA	Melbourne	3053 Australia
Chilli Engel	Vincentia	2540 Australia
Ben Barwick	Launceston	7249 Australia
Tim Cooper	Penguin	7316 Australia
Sarah Westwood	Melbourne	3000 Australia
Maya Tattley-Oliver	Brisbane	4006 Australia
Lily Fontyn		7250 Australia
Maggie Fletcher	Beauty Point	7270 Australia
Cherliz Yuyan	launceston	7249 Australia
Penina Ygosse	Hobart	7010 Australia

La Toya Maynard	Melbourne	3000 Australia
Brighde Cherrie	Tasmania	7011 Australia
Nicole Haigh	Launceston	7249 Australia
Daniel Hawes	Prospect vale	7250 Australia
Jazmin Daniells	Launceston	7250 Australia
Justin Young	Traralgon	3844 Australia
Tobias Heiniger	South Melbourne	3205 Hong Kong
Rosie Ames	South Hobart	7004 Australia
Michael Niemira-Dowjat	Brisbane	4000 Australia
Blake Leslie	Hobart	7004 Australia
Dominic Grose	Launceston	7250 Australia
Brodi Lucas	Launceston	7250 Australia
Ines Gesang	Essendon	3040 Australia
Cy Norman	Launceston	7250 Australia
P Baker	Hillwood	7252 Australia
Ronald Rossiter	Doveton	3177 Australia
Nya Miar	Riverside	7250 Australia
Tarnae Bryan	Hobart	7018 Australia
Maxine Glanger	Launceston	7250 Australia
Sam McIlroy	launceston	7250 Australia
David Bryant	Brisbane	4150 Australia
Catherine Nitz	Melbourne	3058 Australia
Sathya Thavendran		3178 Australia
Dianne Sturzaker	Launceston	7250 Australia
Monica Haddad	Sydney	2146 Australia
Tenisha Van Dam	Hobart	7005 Australia
John Brennan	South Launceston	7249 Australia
Maighan Brandwood	Trevallyn	7250 Australia
Iona brennan		7249 Australia
Rebecca Webb	Brisbane	4001 Australia
Melanie Stone	Relbia Tasmania	7258 Australia
Steve Lovegrove	Launceston	7250 Australia
Bonnie Bowden	Melbourne	3000 Australia
Laura Theobald	Thebarton	5031 Australia
Luisa Mejia	Melbourne	3000 Australia
Ram Chandra K C	Melbourne	3000 Australia
Aimee Flanagan	Launceston	7250 Australia
Shea Bryden	Adelaide	5000 Australia
Bernadette Willey	Launceston	7250 Australia
Grace Mitchell	Melbourne	3000 Australia
Heathy Ogilvie	Melbourne	3000 Australia
Karen Keefe	Penguin	7316 Australia
Genie Cabalzar	Launceston	7248 Australia
Anna Plant	Launceston	7249 Australia
Jessie Stanley	Trevallyn	7250 Australia
Nicola Badran	Adelaide	5069 Australia
Jose Garzon	Hobart	7005 Australia
Sally Day	Westbury	7303 Australia

Patricia Moebus	Melbourne	3043 Australia
Biz Assefa	Melbourne	3000 Australia
claire frewen	Melbourne	3178 Australia
Indira Srikanth	Melbourne	3065 Australia
Lilli Beausang	Trevallyn	7250 Australia
Amy Blair	Launceston	7250 Australia
Dave McKenzie	Launceston	7200 Australia
Wren Show	Adelaide	5001 Australia
Melissa Limb	Melbourne Victoria	3141 Australia
Grace Jackson	Melbourne	3181 Australia
Tom Chapman	Launceston	7250 Australia
Afshin Karimi		Australia
Lochlan Kitchin	Launceston	7250 Australia
Tasha Zapp	Hobart	7009 Australia
Alex L	Melbourne	3000 Australia
Alice Daveney	Launceston	7277 Australia
Derek Denny	Low Head	7253 Australia
Jasmine Highfold		5112 Australia
Zac Romagnoli-Townsend	Hobart	7018 Australia
Madison Lukas	Launceston	7250 Australia
Joanna Satel	Hobart	7001 Australia
Henry Routley	Melbourne	7250 Australia
Linda Leslie	Tasmania	7250 Australia
Alyssa Liew	Battery Point	7004 Australia
Zoe Elliot		Australia
Jo Richards	Launceston	7290 Australia
Jessica Bicanski	Adelaide	5000 Australia
Carly Napier	Sydney	2000 Australia
India Palmer-bock	Hobart	7053 Australia
Elize Starbuck-Connolly	Melbourne	3070 Australia
Katrina Chick	Hobart	7004 Australia
Thomas Howell	Launceston	7250 Australia
Bel St Clair	Gravelly beach	7276 Australia
Liam Wood	Hobart	7001 Australia
John Wong	ALEXANDRIA	2015 Australia
Paul Wilson	Melbourne	3000 Australia
Isaac Leslie	Newstead	7250 Australia
Leticia Porter	Melbourne	3000 Australia
Taya Mcdonald	Melbourne	3053 Australia
Shonna Blake		Australia
Sophie Lewis	Melbourne	3163 Australia
Senura Devendra	Launceston	7248 Australia
Jazmine Lanza	Launceston	7250 Australia
Nicholas Cloudsdale	Hobart	7007 Australia
Thomas Willis		7004 Australia
Scott Braid	Brisbane	4000 Australia
Asha Jackowska		1097GW Netherlands
Sue Dawson	Perth	6000 Australia

Honey Kassel	Sydney	2117 Australia
Rebecca Vogelpoel	Launceston	7018 Australia
Mollie Bretzke	Melbourne	3103 Australia
Julie-anne Gugliotti	Launceston	7250 Australia
Deborah Macklin	Sandy Bay	7005 Australia
Molly Hersee	Sydney	2131 Australia
Angus hearn	Sydney	2145 Australia
Andrew McGlashan		3134 Australia
HEATH BOUNDAY	Sydney	2000 Australia
Michelle Kaal	Beaconsfield	7270 Australia
belle hilder	launceston	7250 Australia
J S	Launceston	7250 Australia
Rachel Crack	Mowbray	7248 Australia
Caitlin Rees	Perth	6101 Australia
Lani Beiboer	Newcastle	2000 Australia
Lillian Wells	Melbourne	3000 Australia
Duncan Massey	George Town	7253 Australia
Emily Forder	Warnervale	2259 Australia
Claire Huang	Sydney	2000 Australia
Ty Emery	Sydney	2032 Australia
Mai Hoang	Hobart	7001 Australia
Grant Robinson	Rockhampton	4701 Australia
Natasha Bonnie	Devonport	7310 Australia
ian bliss	Taree	2430 Australia
Leonard Brown	Surry Hills	2010 Australia
bediru جمال	Sydney	1001 Australia
Sara Miller	Golden Grove	5125 Australia
Leah Wheeler	Launceston	7250 Australia
Andrew Mitchell	Melbourne	3170 Australia
Chelsea Halliwell-Herbert	Teneriffe	4005 Australia
miranda gregory	Tasmania	7250 Australia
Zoey Ray	Blacksmiths	2281 Australia
Jennifer Culver		6107 Australia
Daniel O'Brien	Adelaide	5038 Australia
Kayla Tesoriero	Perth	6019 Australia
Jordan McNear	Launceston	7250 Australia
Natasha Barnes	Launceston	7250 Australia
Jaydee Ellis		7250 Australia
Jake Cameron	Launceston	7250 Australia
Savannah Brennan	Reservoir	3073 Australia
Nick May	Adelaide	5159 Australia
Bella L	Sydney	2007 Australia
Alana Mondy	Newcastle	2303 Australia
Sathish Rajendran		3008 Australia
David Wilkins	launceston	7252 Australia
Heather Shennan	Hobart	7005 Australia
Nimiah Anderson	Wentworthville	2145 Australia
Grant Cooke	Perth	6101 Australia

Lacey Menzies	Erskine Park	2759 Australia
Isabelle Shicle	Launceston	7250 Australia
Kathy Downs	Booval, Qld	4304 Australia
Martin Shickle	Launceston	7250 Australia
Jennifer Viera	Sydney	2170 Australia
Elise Barrett	Hobart	7020 Australia
Kelli Schultz	Launceston	7248 Australia
Ruby Verrall	Brisbane	4030 Australia
Sebastian Gale	Launceston	7250 Australia
Grace Walsh	Dublin	Ireland
Alistair Bain	Kelmscott	6111 Australia
KJ Johnson	Newstead	7250 Australia
Karen Dean	Newcastle	2304 Australia
Jacqueline Dilger	Launceston	7248 Australia
Carol Grey	Avoca	7213 Australia
Patricia Moebus		3049 Australia
Jessica Murphy	Launceston	7250 Australia
Lucas Macri		Australia
Elliott Gee	Launceston	7249 Australia
Abigail Fifis	Launceston	7248 Australia
Vedz Oommen	Melbourne	3053 Australia
Mo Zoi	Sydney	2071 Australia
Leanne Steer	Launceston	7249 Australia
Rainer Cooer	Brisbane	4010 Australia
tiger wear	Brisbane	4151 Australia
A herrmann	sydney	2000 Australia
Stephanie Baughman	Trevallyn	7250 Australia
Tim Barrett	Melbourne	3000 Australia
Chantelle Atto	Melbourne	3053 Australia
Nicholas Rima	Melbourne	3058 Australia
Anon Amous	Launceston	7009 Australia
L Smith	Toowoomba	4350 Australia
Mark Archibald	Brisbane	4129 Australia
Scoutt Winter	Hobart	6018 Australia
Arthur Theodoropoulos		2206 Australia
Billett Annette	Old Toongabbie	2795 Australia
Allison Mulholland	Newcastle	2280 Australia
Michelle Brice	Launceston	2750 Australia
Emily Reece	Brisbane	4108 Australia
Gemma Swinton	Launceston	7250 Australia
Vac Hume	Melbourne	3000 Australia
Brooklyn Maher	Perth	7300 Australia
Freya Davies		5214 Australia
Quinn Brown	Blackwood	5051 Australia
Charlie Michael	Adelaide	5000 Australia
Terry Sandon		2481 Australia
Jack Carter	Launceston	7250 Australia
Emilio Chignola	Adelaide	5000 Australia

Rodney Armstrong	lara	3212 Australia
Gemma Mellor	Adelaide	5000 Australia
Tom Thomas		Australia
Alison McClymont		2066 Australia
Jared Payne	Adelaide	5000 Australia
Lynn Smith	Perth	6004 Australia
Laurinda Brooker	Launceston	7250 Australia
Zephyr Freney	Ironbank	5153 Australia
Vivani Kindred-Damen	Adelaide	5050 Australia
Lauren Rankin	Adelaide	5000 Australia
Ann Woodhall	Ross	7209 Australia
Katie Olsson	Adelaide	5025 Australia
Krystyna Werynski		Australia
Nigella Tarr	Adelaide	5169 Australia
Alice Q	Launceston	7250 Australia
Charlotte Scurr-Nicholls	Launceston	7250 Australia
Nathan Cousins	Beaconsfield tasmania	7270 Australia
Mo Jo	Sydney	2148 Australia
Anne Fitzgerald	Sydney	2207 Australia
Natasha Murrell	Hunter Valley	2320 Australia
Morgan Roz	Sydney	2000 Australia
alison jolly	preston	3072 Australia
jennifer abbo	nowra	2299 Australia
Briony Blake		3058 Australia
Elle spotswood	Launceston,8,61,-41.4	7250 Australia
Angelina Bassett	Launceston	7250 Australia
Josie Madden	Sydney	2207 Australia
Alyssa Salamon	Newcastle	2300 Australia
Joshua Latter	Sydney	2296 Australia
Berni White	Tighes Hill	2297 Australia
Johanna Bianco	Sydney	2041 Australia
Bella Gray	Hurstville Grove	2220 Australia
Skye Sylvester	Newcastle	2287 Australia
dan endicott		2296 Australia
Matilde Pouillot	West Launceston	7250 Australia
Sanu Maiya K C	Sydney	2144 Australia
Ineke Johnston		2303 Australia
Kyle Barrett	Melbourne	3053 Australia
Samantha Williamson	Perth	6000 Australia
Link Qusted	Tassie	7250 Australia
Avery Hardy	Newcastle	2308 Australia
KATHERINE DONOHOE	Launceston	7250 Australia
Mackenzie Labine-Romain	Trevallyn	7250 Australia
shane van veen		7250 Australia
Tabatha Mitton		7277 Australia
Bruce Clark	Launceston	7250 Australia
Carol Gordon	Launceston	7250 Australia
Marianne Lucas	Tasmania	7300 Australia

Julie Humber	Launceston	7250 Australia
Ronald Baines	Launceston Tas 7249	7249 Australia
Barry Anderson	Launceston	7250 Australia
laura davy	Hobart	7018 Australia
Kristine Szalai	Deviot	7275 Australia
Ros Gladman	Tunnel	7254 Australia
Maggie Blanden	Melbourne	3000 Australia
Andrew Easton	Deviot	7250 Australia
Rose Easton	Brisbane	4000 Australia
neil easton	Sydney	2456 Australia
Ron Nagorcka	Birrilee	7303 Australia
Chris King		7250 Australia
Yang Dong	Launceston	7249 Australia
Oliver Maidment	Hobart	7000 Australia
Terrance Hudman	Grindelwald	7277 Australia
Jessica Brown	-	7250 Australia
Karen Williams	Newstead	7250 Australia
Wei Liu	Melbourne	3012 Australia
Isabelle Nicholls	Launceston	7249 Australia
Emily Cooper	Melbourne Tasmania	3002 Australia
Carl Perrett	Melbourne	3056 Australia
Evelyn/David Taylor	GRINDELWALD TAS	7277 Australia
Lesley Ralph	Launceston	7250 Australia
David Broughton	Legana	7277 Australia
Anne Brelsford		7277 Australia
Paul Murrell	Launceston	7248 Australia
Lynne Armstrong		7276 Australia
Catherine McAdam	Launceston	7250 Australia
Darren Croft	Launceston	7250 Australia
Chloe Bennett	West End	4101 Australia
Leigh Dobson	Launceston	7250 Australia
Floyd Lock	Launceston	7250 Australia
Christine McDougall		7248 Australia
Victoria Rainsford	Launceston	7 250 Australia
Scott Johnston		7250 Australia
Leah Willmott-Jones	Melbourne	3101 Australia
Sandra Chrystall		2798 Australia
Katie Davis	Sydney	2000 Australia
Ario Nejad	St Lucia	4070 Australia
Jacob Jarrad	Perth	6000 Australia
Taranpreet Kaur Simak	Melbourne	3121 Australia
Ehtashamul Haque	Black Hill	3350 Australia
Bianca Karaban	Casula	2170 Australia
Candice Archer	Hobart	7000 Australia
Shadida Punchamgoss	Brisbane	4000 Australia
Qudrat ali Farooqui	Melbourne	3053 Australia
Kaleb Chiara	Oakleigh	3166 Australia
Bikas Gole	Sydney	2160 Australia

Wai Karyn	东京	100-8968	Australia
Steve Jones	Launceston	7250	Australia
philip chugg	launceston	7248	Australia
Jean Chapman	Prospect	7250	Australia
sue Gebicki		7303	Australia
Natalie Tuakura	Launceston	7250	Australia
Amanda Wright	Launceston	7250	Australia
Lyndell Whyte		7250	Australia
Dan King	Launceston	7249	Australia
TARANJEET SINGH	Melbourne	3033	Australia
Mitchell Hewett	Adelaide	5001	Australia
Michael Lyons	Toowoomba	4350	Australia
Claire Kong	Launceston	7250	Australia
Kate Bullock	Launceston	7248	Australia
John Becher	Drouin	3818	Australia
Finn McCool	Melbourne	3000	Australia
Debra Dragonheart	Brisbane	4000	Australia
Damien Boulton	Brisbane	4120	Australia
Glenys Dean	Brisbane	4000	Australia
Nazanin Nazeri		6009	Australia
Shaun Newman	Townsville Queensland	4818	Australia
Jo Parker	Brisbane	4000	Australia
Trudy Shaw	West Footscray	3012	Australia
Amanda von Stieglitz		7250	Australia
Ella Marquis	Launceston	7250	Australia
Zara Tiffin	Hobart	7250	Australia
Aidan Keogh	Launceston	7250	Australia
Daniel Hepburn	Launceston	7248	Australia
R J	Launceston	7275	Australia
Debby Evans	Launceston	7250	Australia
Libby Mckay	Melbourne	3000	Australia
Edward Murchie		7322	Australia
Joshua Hamlyn-Edward's	West Launceston	7215	Australia
sophie lawry	Launceston	7250	Australia
Emily Bresnahan	Hobart	7000	Australia
Riva Woodward	Brisbane	4000	Australia
Morgan Kelly	Hobart	7000	Australia
Alex Wood	Launceston	7250	Australia
Sophie Badcock	Launceston	7250	Australia
Hayley Robins	Launceston	7250	Australia
Jan Gluszyk	Launceston	7250	Australia
teneasha latta	Westbury	7303	Australia
Nick Flight	Newnham	7248	Australia
Jemimah Duncan	Launceston	7250	Australia
Nicole Jensen	Launceston	7250	Australia
Elliot Adams	Deviot	7275	Australia
Aidyn M	Launceston	7250	Australia
Ever McRae	South Launceston	7249	Australia

Stephanie Yam	Canberra	2904 Australia
Liseni Warnakulasuriya	Ballarat	3350 Australia
Rachel Kunz	Hobart	7008 Australia
Qadosh Cane	Tasmania	7250 Australia
Tami McWhirter	Sydney	2151 Australia
Hazel Woodfield	Summerleas	7050 Australia
Evelyn Sheils	Canberra	2611 Australia
Aldona Jones	Endeavour Victoria	3802 Australia
Margaret Tarrant	Melbourne	3040 Australia
Mitchell Houghton	Launceston	7250 Australia
Araina Postle	Launceston	7249 Australia
Joe Lomas	Hobart	7000 Australia
Steven Postle	Launceston	7249 Australia
Paul Johnston	Hobart Tasmania	7001 Australia
Leanne Wise	Melbourne	3000 Australia
Kai Harrison	Melbourne	3001 Australia
Allan P	Tas	7250 Australia
Cullen Butters	Hobart	7018 Australia
Mimi Refaei	Hobart	7000 Australia
Kim White	Bagdad	7030 Australia
Lyndon Coulson	Blacktown	2148 Australia
James Bennett	Launceston	7250 Australia
Connie Genaris		7000 Australia
Tammy Omodei	Brisbane	4000 Papua New Guinea
Sophie T		4066 Australia
Venus Palmer bock	Hobart	7005 Australia
Oliver Garden		7250 Australia
Erica Brown	Launceston	7250 Australia
Stephanie Stafford	Wardell	2477 Australia
Emily Arlotte	Glenorchy	7010 Australia
Zach Davey	Tasmania	7300 Australia
Heather Fenderson	Hobart	7000 Australia
Ann Poulter	heatherton Victoria	3202 Australia
Breanna Mason	Launceston	7249 Australia
Celeste Bartel	Tasmania	7054 Australia
Annie Willett	Bridport	7262 Australia
Amber Sturges	Hobart	7018 Australia
James Doyle	ROKEBY	7019 Australia
Jessica McPharlin	Launceston	7250 Australia
Kerry Dunleavy	Reedy Marsh	7304 Australia
Eleanor Wagner	Hobart	7008 Australia
Ava Ellul		7000 Australia
Rebecca Hughes	Brisbane	4000 Australia
Kerryn Phillips	Melbourne	3029 Australia
Nicolas Scharm	Launceston	7250 Australia
simon fenton	South Yarra	3141 Australia
Roopam Thukral	Melbourne	3004 Australia
Lucy Day	Wollongong	2500 Australia

Ishtar Odisho	Sydney	2141 Australia
Bianca Swain	Sydney	2000 Australia
Rachael George	Trevallyn	7250 Australia
Michelle Usher	Adelaide	5001 Australia
Ewan Dewar	Perth Western Au	6008 Australia
Tanya Cox	Sydney	2571 Australia
leigh wallis	Adelaide	5045 Australia
Michelle McCann	Frankston North	3200 Australia
linda buchholz	Melbourne	3004 Australia
Robert McIntosh	Killara	2071 Australia
Janette Jones		2441 Australia
Daniel Kilpatrick	White Rock	4868 Australia
Joash Placidio Fernandes	Adelaide	5092 Australia
Luke O'Hara	Sydney	2144 Australia
Lincoln Curtis	Brisbane	4120 Australia
franz chong	Plympton	5038 Australia
Amelia Roberts	Launceston	7250 Australia
Jack Fittler	Launceston	7250 Australia
Sorayah Witzerman	Tasmania	7250 Australia
Rose Noble	Sydney	2196 Australia
Eri Fila	Sydney	2560 Australia
Maggie Smith	Hobart	7170 Australia
Harry Weeding	Ulverstone	7315 Australia
JT	Launceston	7250 Australia
Santana Sarma	Melbourne	3146 Australia
Nikita Riseley	Hobart	7050 Australia
Sarah Anderson	Launceston	7250 Australia
Mollie Bantick	Kingston beach	7050 Australia
Monica Scharm	Launceston	7250 Australia
Thomas Ivett	Melbourne	3000 Australia
Samantha Richardson	Launceston	7250 Australia
Miles Grimes	Sydney	2199 Australia
Yasmin Hogan	Launceston	7250 Australia
Olive Baker	Launceston	7249 Australia
Samara Brennan	Launceston	7250 Australia
Mel Gutierrez	YOUNGTOWN	7249 Australia
Connie Lippis	Norwood	7250 Australia
Amber Prunster	Launceston	7250 Australia
Jamee Hennessy-Towns	DONNYBROOK	6239 Australia
maddie ruby	Hurstville Grove	2220 Australia
Merrian Malouf	Sydney	2160 Australia

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the Local Government Act 1993 (Tas).

I, Thomas Wickert, residing at [REDACTED] lodge this petition **urging Launceston City Council to re-instate Freeda (or equivalent community pantry) in Princes Square** in accordance with the *Local Government Act 1993 (Tas)*.

I declare that the statement of the subject matter and the action requested, as set out at the beginning of the petition, has not been changed.

Signed:



14-Fmx-013 | Version 27/9/2021
Page 2 of 2

Petition to: DA0272/2024 General Retail and Hire
(copy the name/subject matter of your petition from page 1)

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993* (Tas) to -
(copy the statement from page 1)

stop the proposed development of a Liquorland Bottleshop at the Coles Supermarket, Mowbray.
There are currently 4 existing bottleshops within a 5km radius of this proposed development and a further bottle shop is not seen by community as a necessary

Statement specifying the number of signatories to the petition:

↳ community need.
↳ concern.

131 members of community have signed to voice their

Full name, address and signature of the person/s lodging the petition:

Name	Address	Signature
Denise Delphin OAM		DJDelphi

FILE No.	DA0272/2024			
EO		OD	✓	Box
				✓
ROVD		31 OCT 2024	COL	
Doc ID.				
Action Officer	Noted	Replied		

C. Wrankmore
e-copy A. Gardiye

People who sign this petition should be aware that the personal information they provide above (name, address and signature) will be published in the agenda of the Council Meeting at which this petition is tabled, and so will be publicly available. Information about City of Launceston's management of personal information is available at www.launceston.tas.gov.au.

14-Fmx-013 | Version 27/9/2021

Page ____ of ____

Paper Petition

Petition to: DA 0272 | 2024 General Retail and Hire
(write the name/subject matter of your petition)

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993* (Tas) to -
(make a clear and concise statement identifying the subject matter and the action requested)

Stop the proposed development of a Liquorland Bottleshop at the Coles Supermarket, Mowbray.

There are currently 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by community as a necessary community *asset* *need*.

Name	Address	Signature
Sarah Young	[REDACTED]	<i>[Signature]</i>
B. Lumley		<i>[Signature]</i>
Jackie Franke		<i>[Signature]</i>
Jenny Grove		<i>[Signature]</i>
W. HAMPSON		<i>[Signature]</i>
K. Jensen		<i>[Signature]</i>
D. Culliford		<i>[Signature]</i>
L. Morquay		<i>[Signature]</i>
S. Jessop		<i>[Signature]</i>
K. WILLMOTT		<i>[Signature]</i>
E. Beeton		<i>[Signature]</i>
L. WILSON		<i>[Signature]</i>
B. TUPPINI		<i>[Signature]</i>

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Use copies of this page for additional signatures.

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Paper Petition

Petition to: DA 0272 / 2024 General Retail and Hire
(write the name/subject matter of your petition)

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993* (Tas) to -
(make a clear and concise statement identifying the subject matter and the action requested)

Stop the proposed development of a Liquorland Bottleshop at the Coles Supermarket, Mowbray.

There are currently 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by community as a necessary community asset. *need.*

Name	Address	Signature
Roger WARD		<i>[Signature]</i>
GEOFF KOH		<i>[Signature]</i>
Julie Hopkins		<i>[Signature]</i>
Hayden Richards		<i>[Signature]</i>
Milie Tynjour		<i>[Signature]</i>
Natalie Hall		<i>[Signature]</i>
Ihru		<i>[Signature]</i>
J. SWETENSEN		<i>[Signature]</i>
R McDonald		<i>[Signature]</i>
H. Chilcott		<i>[Signature]</i>
M. Cahill		<i>[Signature]</i>
L. [unclear]		<i>[Signature]</i>
Bill STRAUSS		<i>[Signature]</i>

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Paper Petition

Petition to: DA 0272/2024 General Retail + Hire

(write the name/subject matter of your petition)

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993* (Tas) to -

(make a clear and concise statement identifying the subject matter and the action requested)

Stop the proposed development of a Lipwarland Bottleshop at the Coles Supermarket, Mowbray.
There are already 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by Community as a necessary community asset need.

Signatories to the petition

Name	Address	Signature
DEE ALFORD.		[Signature]
CAROLINE WARD		[Signature]
Pavle Mearns		[Signature]
Samantha Wilson		[Signature]
Matt Wilson		[Signature]
DAVE PERRY		[Signature]
KAY HOPE		[Signature]
W. TEARTON		[Signature]
V. Spiranovic		[Signature]
HELEN JONES		[Signature]
D CHADWICK		[Signature]
D. Eakins		[Signature]
Cris Pearson		[Signature]

People who sign this petition should be aware that the personal information they provide above (name, address and signature) will be published in the agenda of the Council Meeting at which this petition is tabled, and so will be publicly available. Information about City of Launceston's management of personal information is available at www.launceston.tas.gov.au.

Use copies of this page for additional signatures.

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Paper Petition

Petition to: DA 0272/2024 General Retail + Hire

(write the name/subject matter of your petition)

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993* (Tas) to -

(make a clear and concise statement identifying the subject matter and the action requested)

Stop the proposed development of a Liquorland Bottleshop at the Coles Supermarket, Mawbray. There are already 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by community as a necessary community asset.

Signatories to the petition

Name	Address	Signature
CHRISTINE SUITOR		C. F. Sutor
PHYLLIS DENNISAN		P. G. Dennisan
Roby Hutton		R. Hutton
Judy [unclear]		J. [unclear]
RHONDA STEWART		R. Stewart
BEV. SULZBERG		B. Sulzberg
[unclear]		[unclear]
[unclear]		[unclear]
Margene Tennant		M. Tennant
Jenn Hegarty		J. Hegarty
Dee Watson		D. Watson
Britany Thomas		B. Thomas
David Wilson		D. Wilson

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Page ____ of ____

Paper Petition

Petition to: DA 0272 | 2024 General Retail and Hire
(write the name/subject matter of your petition)

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993* (Tas) to -
(make a clear and concise statement identifying the subject matter and the action requested)

Stop the proposed development of a Liquorland Bottleshop at the Coles Supermarket, Mowbray.

There are currently 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by community as a necessary community asset. need.

Name	Address	Signature
Josie Allwood		[Signature]
Rowena Sweeney		[Signature]
Trish Stannus		[Signature]
Sharyn Cameron		[Signature]
Cat Ryan		[Signature]
Daniel Horner		[Signature]
Anthea Robson		[Signature]
Julie Zoumbis		[Signature]
Therese Waller		[Signature]
Kwini Wallis		[Signature]
MARY MURPHY		[Signature]
Margaret Fisher		[Signature]
Kirsty Fisher		[Signature]

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There are already 4 existing bottleshops within a 5km radius of this proposed development, and a further bottleshop is not seen by community as a necessary community asset. need Signatories to the petition

Name	Address	Signature
Cheryl Thomas		J Thomas
Elizabeth Kandles		E. Kandles
Denise Delphin OAM		Delphin
MARK GATSOE		Mark Gatsie
LORRAINE O'NEILL		Lorraine O'Neill
Georgina Simpson		Georgina Simpson
DANIEL WILLIAMS		Daniel Williams
Ralph Wessman		Ralph Wessman
Bevon Rankin		Bevon Rankin
A Shepherd		A Shepherd
R Gill		R Gill
Appledy		Appledy
O'Carroll		O'Carroll

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There are currently 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by community as a necessary community ~~asset~~ need.

Name	Address	Signature
Sharyn Tucker		<u>Sharyn Tucker</u>
ANN McMillan		<u>Ann McMillan</u>
Renee Smith		<u>Renee Smith</u>
Pamela Boss		<u>Pamela Boss</u>
Jarice Hall		<u>Jarice Hall</u>
Michael Doherty		<u>Michael Doherty</u>
REON JOHNS		<u>Reon Johns</u>
Wendy Brennan		<u>Wendy Brennan</u>
Lynne Fraser		<u>Lynne Fraser</u>
Kelly Smith		<u>Kelly Smith</u>
Lisa Cash		<u>Lisa Cash</u>
BARBARA CANNON		<u>Barbara Cannon</u>
FELICITY CLARK		<u>Felicity Clark</u>

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There are currently 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by community as a necessary community asset. need.

Name	Address	Signature
SOPHIA SAUTMANSKI		[Signature]
Joy E Wells		[Signature]
Joy & Dyler		[Signature]
Megan Jenkins		[Signature]
Jacky Humphrey		x
Julie Livingston		[Signature]
Danara Powell		U. Powell
KIT CARMICHAEL		[Signature]
Debbie Jefferies		[Signature]
Henrietta Miesch		[Signature]
[unclear] penn.		[Signature]
THERESA BLIZZARD		[Signature]
Pat Watson		[Signature]

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Paper Petition

Petition to: DA0272 | 2024 General Retail and Hire
(write the name/subject matter of your petition)

To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993 (Tas)* to -
(make a clear and concise statement identifying the subject matter and the action requested)

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There are currently 4 existing bottleshops within a 5km radius of this proposed development and a further bottleshop is not seen by community as a necessary community asset. *need.*

Name	Address	Signature
S. Roberts	[Redacted]	S. Robert
J. Atkins	[Redacted]	[Signature]
D Klambor	[Redacted]	[Signature]

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Paper Petition

Petition to: DA 0272/2024 General Retail + Hire
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To the Councillors and Chief Executive Officer of the City of Launceston

We petition the Council in accordance with the *Local Government Act 1993* (Tas) to -
(make a clear and concise statement identifying the subject matter and the action requested)

Stop the proposed development of a Liquor and Bottleshop at the Coles supermarket, Mowbray. There are already 4 existing bottleshops within a 5km radius of this proposed development, and a further bottleshop is not seen by community as necessary.

Signatories to the petition

Name	Address	Signature
Mandeep Wadhwa		Mandeep
Gurpreet Singh		Gurpreet
Sonal Bansal		Sonal Bansal
Gagandeep		Gagandeep
Aniket Singh		Aniket
Baldev Kumar		Baldev
Indrajit Singh		Indrajit
Darshan Singh		Darshan

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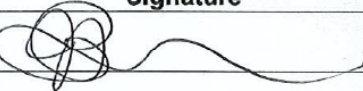




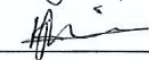
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Name	Address	Signature
Jo Bean		
Monique Barrett		
Jeanne Farrell		
Kurt Cook		
Jane Clyde		
Kobi-Anne Pinner		

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Name	Address	Signature
K. Field	[REDACTED]	[Signature]
D. Field		[Signature]

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Name	Address	Signature
Keiran Alldritt	[REDACTED]	<i>[Signature]</i>
Fiona Broering		<i>[Signature]</i>
Gabrielle Famularo		<i>[Signature]</i>
Dobbie Marsh		<i>[Signature]</i>
Denise Bailey		<i>[Signature]</i>
NEAST WHITFORD - LOWE		<i>[Signature]</i>
SOUTH WHITFORD - LOWE		<i>[Signature]</i>
Ann Kencham		<i>[Signature]</i>

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PLAN OF SUBDIVISION



SURVEYORS, ENGINEERS & PLANNERS

3/23 Brisbane Street,
Launceston, Tasmania, 7250
PHONE: +61 03 6331 4099
FAX: +61 03 6334 3098
EMAIL: pda.ltn@pda.com.au
www.pda.com.au
Also at: Hobart, Burnie,
Devonport & Kingston

Owners	Launceston City Council	Address	2 Invermay Road, Invermay	This plan has been prepared for the purpose of obtaining disposal and preliminary subdivision approvals from the Council and the information shown hereon should be used for no other purpose. All measurements and areas are subject to final survey.							
		Council	Launceston City Council								
Title References	FR 180240/2	Planning Scheme	Tasmanian Planning Scheme - Launceston								
		Zone & Overlay	31.0 Particular Purpose - Inveresk Site								
Schedule Of Easements	As shown.										
Scale	1:4000	Date	02 July 2024	PDA Reference	50149 - P05	Map reference		PID	358475	Point of Interest GDA94MGA55	511667E, 5414155N



K&L GATES

Cooperation Agreement

Stadiums Tasmania
ABN 83 715 326 005

and

Launceston City Council
ABN 73 149 070 625

K&L Gates
Melbourne office
Ref: 7394144.00001

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Cooperation Agreement

Date

Parties

1. **Stadiums Tasmania** ABN 83 715 326 005 of Level 3, 99 Bathurst Street, Hobart TAS 7000 (**Stadiums Tasmania**)
2. **Launceston City Council** ABN 73 149 070 625 of Town Hall, 18-28 St John Street, Launceston TAS 7250 (**COL**)

Background

- A. Pursuant to the Stadiums Tasmania Act, Stadiums Tasmania has been established, among other things, to own, acquire, manage, operate, maintain, plan for and invest in the development of the major public stadiums of Tasmania.
- B. Stadiums Tasmania and COL have entered into the Consent Deed which sets out the terms and conditions which apply to the transfer of the Assets from COL to Stadiums Tasmania pursuant to the Transfer Notice.
- C. On and from the Transfer:
 - (a) Stadiums Tasmania will be responsible for managing and operating the Land; and
 - (b) COL will be responsible for managing and operating the COL Land.
- D. Each party has agreed to provide the relevant Commitments to ensure that the COL Land and the Land are operated in a harmonious and commercially sustainable manner and to facilitate the ongoing relationship between the parties.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Agreement means this agreement including the background, any schedules and any annexures;

Assets means the Stadium and other assets that Transfer from COL to Stadiums Tasmania pursuant to the Transfer Notice and subject to the Consent Deed, including the Land that is specified in the Transfer Notice;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Launceston, Tasmania;

City Activation means a program for activating and re-energising the local businesses, organisations, consumers, local precincts, communities and local economy in Launceston, Tasmania in order to:

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- (a) increase and drive visitation to the Precinct;
- (b) increase economic activity and spend for city businesses; and
- (c) celebrate the Precinct offering through bringing innovative activities to the Precinct;

COL Commitments means the commitments made by COL in favour of Stadiums Tasmania under clause **Error! Reference source not found.**;

COL Land means any land owned by COL in close proximity to the Stadium that is not transferred to Stadiums Tasmania pursuant to the Transfer Notice or any subsequent transfer instrument, but excluding the Northern Inveresk Car Park and the land occupied, or used, by the Queen Victoria Museum and Art Gallery;

Commercial Rate means the ordinary commercial rates to hire the Stadium and/or the Land that are offered by Stadiums Tasmania to commercial operators from time to time;

Commitments means:

- (a) in respect of COL, the COL Commitments; and
- (b) in respect of Stadiums Tasmania, the ST Commitments;

Confidential Information means all information belonging or relating to a party to this Agreement, whether oral, graphic, electronic, written or in any other form, that is:

- (a) or should reasonably be regarded as, confidential to the party to whom it belongs or relates; or
- (b) not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement;

Consent Deed means the consent deed between Stadiums Tasmania and COL dated on or around the date of this Agreement which contains the terms and conditions which apply to the transfer of the Assets from COL to Stadiums Tasmania;

Councillors means the council members elected to the Launceston City Council from time to time;

Event means an event, fixture or other organised congregation that is held, or scheduled to be held, at the Stadium and/or on the Land including for sporting, entertainment, commercial or other community purposes;

Event of Default means, in relation to a party, the occurrence of any one or more of the following events or circumstances:

- (a) the party fails to comply with any of its obligations under this Agreement;
- (b) any representation, warranty or statement made or repeated by the party in or in connection with this Agreement is untrue or misleading in any material respect (including by omission) when so made or repeated;
- (c) the party becomes unable to perform all of its obligations and take all actions contemplated under this Agreement; or

- (d) a material provision of this Agreement that purports to impose an obligation on the party is or becomes void, voidable, illegal or unenforceable or of limited effect;

Force Majeure Event means any act, event or cause, other than a lack of funds, which:

- (a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this Agreement; and
- (b) is beyond the reasonable control of that party;

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

Land means all land that is transferred from COL to Stadiums Tasmania pursuant to the Transfer Notice or any subsequent transfer instrument;

Northern Inveresk Car Park means the car park the subject of the Car Park Licence (as defined in the Consent Deed);

Precinct means the Stadium and the areas in proximity or adjacent to the Stadium, including the Land and the COL Land;

Promotional Materials means marketing materials and other published content that are designed to publicise and promote an Event including banners, flags and core flutes;

Regulatory Authority has the meaning given in clause **Error! Reference source not found.**;

Stadium means University of Tasmania Stadium, Launceston otherwise known as York Park located at 2 Invermay Rd, Invermay TAS 7248;

Stadium Redevelopment means the proposed expansion and redevelopment of the Stadium announced by the Department of State Growth through Infrastructure Tasmania in relation to which the Australian Government and Tasmanian Government have committed \$130 million funding;

Stadiums Tasmania Act means the *Stadiums Tasmania Act 2022 (Tas)*;

ST Commitments means the commitments made by Stadiums Tasmania in favour of COL under clause **Error! Reference source not found.**;

Term has the meaning given in clause **Error! Reference source not found.**;

Transfer means the transfer of the Assets to Stadiums Tasmania pursuant to the Transfer Notice; and

Transfer Notice means a notice published by the Tasmanian Minister for Sports and Events in the gazette under which the Assets are transferred from COL to Stadiums Tasmania under the Stadiums Tasmania Act.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;

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- (b) headings are used for convenience only and do not affect the interpretation of this Agreement;
- (c) other grammatical forms of a defined word or expression have a corresponding meaning;
- (d) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (e) a reference to a party is to a party to this Agreement and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (h) "month" means calendar month and "year" means 12 consecutive months;
- (i) a reference to a thing (including a right) includes a part of it but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (j) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (k) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (l) a reference to a time of day is to that time in Launceston, Australia; and
- (m) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body.

2. COL Commitments

2.1 Stadium Redevelopment assistance

- (a) Subject to clause **Error! Reference source not found.**, on and from the Transfer, COL will provide all reasonably required support and assistance to Stadiums Tasmania in relation to the Stadium Redevelopment, which includes but is not limited to:
 - (i) providing reasonable assistance required by Infrastructure Tasmania; and
 - (ii) facilitating Stadiums Tasmania's involvement in the redevelopment process with the relevant stakeholders and contractors (to the extent relevant).
- (b) The requirement for COL to comply (from time to time) with clause **Error! Reference source not found.** is conditional upon Stadiums Tasmania paying, or agreeing to pay, the direct cost to COL of COL's compliance with clause **Error!**

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Reference source not found., including any overheads or employee expenses of COL (**Relevant Costs**).

- (c) For the purposes of this clause **Error! Reference source not found.**, Stadiums Tasmania and COL must agree in writing the Relevant Costs and COL must provide reasonable documentation to substantiate the calculation of the Relevant Costs.

2.2 Launceston City Activation

- (a) On and from the Transfer, COL may, but is not bound to, support and invest in the City Activation during the lead up to Events held on the Land, including by:
 - (i) marketing and advertising the relevant Events to potential patrons and businesses in Launceston, Tasmania;
 - (ii) designing, printing, installing and removing Promotional Materials throughout Launceston, Tasmania that advertise Events; and
 - (iii) providing such reasonable support and assistance on days when Events are held on the Land, as reasonably required by Stadiums Tasmania.
- (b) Without limitation to clause **Error! Reference source not found.**, for a period of 2 years following the Transfer, COL must maintain at least the same level of investment in City Activation for Australian Football League games hosted by the Stadium as it did in the 12 months preceding the Transfer.

2.3 No detriment

- (a) On and from the Transfer, COL will not do anything with the intent to cause harm to Stadiums Tasmania that:
 - (i) will interfere with Stadiums Tasmania's operations or any Event held at the Stadium; or
 - (ii) will interfere to the detriment of Stadiums Tasmania with the relationship between Stadiums Tasmania and any sponsors, suppliers, employees or customers.
- (b) For the avoidance of any doubt, if the restriction in clause **Error! Reference source not found.** is or becomes invalid or unenforceable for any reason:
 - (i) clause **Error! Reference source not found.** of this Agreement applies; and
 - (ii) without limiting the operation of that clause, if the covenant or restriction in question would be valid or enforceable if any activity was deleted or time was reduced, then the clause must be read down by deleting that activity, or reducing that period, to the minimum extent necessary to achieve that result.
- (c) COL acknowledges that the restrictions imposed by clause **Error! Reference source not found.**:
 - (i) are reasonable in their extent (as to duration and restrained conduct) having regard to the interests of Stadiums Tasmania; and
 - (ii) extend no further, in any respect, than is reasonably necessary and is solely for the protection of Stadiums Tasmania and the goodwill of its business.

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- (d) COL acknowledges that in relation to this Agreement and in particular this clause **Error! Reference source not found.**, COL has received legal advice or has had the opportunity of obtaining legal advice.
- (e) COL acknowledges and agrees that monetary damages alone may not be adequate compensation to Stadiums Tasmania for a breach by COL of this clause **Error! Reference source not found.** and that Stadiums Tasmania is entitled to seek injunctive relief from a court of competent jurisdiction if:
 - (i) COL fails to comply with any obligation under this clause **Error! Reference source not found.** or threatens to do so; or
 - (ii) Stadiums Tasmania has reason to believe COL will not comply with any obligation under this clause **Error! Reference source not found.**

3. ST Commitments

3.1 Advisory Group

As soon as reasonably practicable after the Transfer, Stadiums Tasmania must:

- (a) establish an advisory group (**Advisory Group**) for the purposes of discussing Precinct planning and other matters relevant to the strategic focus of the Stadium (**Strategic Focus**);
- (b) ensure that the terms of reference or other constituent documents of the Advisory Group require that the Advisory Group includes 3 permanent representatives from COL; and
- (c) use reasonable endeavours to ensure that the Advisory Group meets at least 4 times per calendar year (where the number of meetings in the first calendar year after the Transfer will be adjusted on a pro rata basis based on the date of the Transfer).

3.2 Collaboration commitment

On and from the Transfer, Stadiums Tasmania will cooperate and collaborate with COL with respect to the Strategic Focus, which will include an annual meeting with the Councillors to:

- (a) provide an update about the Stadium and the Events held or planned to be held at the Stadium;
- (b) discuss any matters relevant to the Strategic Focus; and
- (c) respond to any questions that the Councillors may reasonably have about the Strategic Focus.

3.3 Two-Tiered Fee Structure

- (a) During the Term, Stadiums Tasmania must establish a fee structure for hire and use of the Stadium pursuant to which local users located in the COL municipality (**Local Users**) will be permitted to hire the Stadium (or part thereof) at a price that is discounted (**Discount**) from the Commercial Rate (**Local Prices**) (**Two-Tiered Fee Structure**).

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- (b) From the Transfer until 31 August 2025, the Local Prices will be as set out in **Error! Reference source not found.**
- (c) Subject to clause **Error! Reference source not found.**, on 1 September in each year of the Term, Stadiums Tasmania may, in its absolute discretion, increase the Local Prices for the following year of the Term (**Price Review**).
- (d) At each Price Review, Stadiums Tasmania must not increase the Local Prices by more than the lower of the following:
 - (i) 5.0%; and
 - (ii) the change in the consumer price index for Hobart, Tasmania as published by the Australian Bureau of Statistics (**ABS**) in the 12 months preceding the date of the most recent publication by the ABS prior to the date of the Price Review.
- (e) Stadiums Tasmania may, in its absolute discretion, determine any other relevant terms of the Two-Tiered Fee Structure, including:
 - (i) the criteria for Local Users to be eligible for the Discount; and
 - (ii) the minimum number of Events held at the Stadium by Local Users in each calendar year.

4. General rights and duties

In performing their respective obligations and Commitments under this Agreement, Stadiums Tasmania and COL must comply with all relevant provisions of:

- (a) all applicable laws for the time being in force; and
 - (b) all applicable standards and codes of practice, if any, for the time being in force,
- and ensure that each of their employees, officers, agents and contractors (if any) also do so.

5. Representations and warranties

5.1 Representations and warranties

Each party represents and warrants that, as at the date of execution of this Agreement and on each day during the Term:

- (a) it has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (b) all actions that are necessary or desirable to authorise its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;
- (c) it holds each authorisation that is necessary or desirable to:
 - (i) execute this Agreement and to carry out the transactions that this Agreement contemplates; and

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- (ii) ensure that this Agreement is legal, valid, binding and admissible in evidence,
and it is complying with any conditions to which any of these authorisations is subject;
- (d) this Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms, subject to any necessary stamping or registration; and
- (e) neither its execution of this Agreement, nor the carrying out by it of the transactions that this Agreement contemplates, does or will:
 - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
 - (ii) contravene any authorisation; or
 - (iii) contravene any undertaking or instrument binding on it or any of its property.

5.2 Reliance on representations and warranties

Each party acknowledges that each other party has executed this Agreement and agreed to take part in the transactions contemplated by this Agreement in reliance on the representations and warranties that are made in this clause **Error! Reference source not found.**

6. COL's limitation of liability

Despite any other provision of this Agreement, the parties acknowledge and agree that:

- (a) COL has entered into this Agreement in its capacity as a body corporate under the provisions of the *Local Government Act 1993 (Tas)*;
- (b) without limitation, nothing contained in this Agreement will fetter or affect COL's functions, responsibilities and discretions when acting as a regulatory authority under the Acts it administers (including but not limited to its role as planning authority under the *Land Use Planning and Approvals Act 1993 (Tas)*) (**Regulatory Authority**), in relation to the subject matter of this Agreement;
- (c) COL is unable to assist or influence the decisions and actions of the Regulatory Authority in respect of the subject matter of this Agreement;
- (d) the decisions and actions of the Regulatory Authority may have an adverse effect on the subject matter of this Agreement; and
- (e) Stadiums Tasmania will have no claim under this Agreement for compensation, and COL will not be in any way liable to Stadiums Tasmania or otherwise, for the decisions and actions taken by the Regulatory Authority in respect of the subject matter of this Agreement.

7. Force Majeure

7.1 Giving of notice

If a party to this Agreement is affected by a Force Majeure Event that party must as soon as practicable give the other party written notice of that fact including:

- (a) reasonable particulars of the Force Majeure Event;
- (b) details of the obligations affected by it and the extent to which they are affected;
- (c) an estimate of its likely duration; and
- (d) the steps taken to rectify it.

7.2 Liability for force majeure

Subject to clause **Error! Reference source not found.**, if a Force Majeure Event occurs, the obligations and Commitments under this Agreement of both parties are suspended, to the extent to which they are affected by the Force Majeure Event, for the duration of the Force Majeure Event.

7.3 Effort to overcome

A party who has given notice of a Force Majeure Event under clause **Error! Reference source not found.** must:

- (a) use its reasonable endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as reasonably possible; and
- (b) keep the other party regularly informed as to the steps or actions being taken to achieve this.

7.4 Right of termination

If a Force Majeure Event continues for more than 180 consecutive days, either party may terminate this Agreement by giving at least 30 days' notice to the other party.

8. Confidentiality

8.1 Obligations of confidentiality

Each party (**Receiving Party**) receiving, possessing or otherwise acquiring Confidential Information of any other party (**Disclosing Party**) acknowledges that the Disclosing Party's Confidential Information is the property of, confidential to or a trade secret of the Disclosing Party. Subject to clause **Error! Reference source not found.**, the Receiving Party must:

- (a) keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- (b) take all reasonable steps to secure and keep secure all the Disclosing Party's Confidential Information coming into its possession or control;

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- (c) only use the Confidential Information of the Receiving Party to the extent necessary to perform its obligations under this Agreement; and
- (d) not memorise, modify, reverse engineer or make copies, notes or records of the Disclosing Party's Confidential Information for any purpose other than in connection with, and to the extent required for, the performance by the Receiving Party of its obligations under this Agreement.

8.2 Exceptions

The obligations of confidentiality under clause **Error! Reference source not found.** do not apply to this Agreement or any information that:

- (a) is or becomes generally available to the public (other than by reason of a breach of this Agreement);
- (b) is required to be disclosed by any applicable law; or
- (c) with respect to COL as the Receiving Party, is disclosed by COL (including to the public):
 - (i) in order to obtain any required endorsement of the Councillors to enter and or enforce this Agreement or perform its obligations or comply with its Commitments under this Agreement; or
 - (ii) to perform its functions as a Regulatory Authority,

provided that COL first notifies Stadiums Tasmania of the proposed disclosure.

9. Public announcements

9.1 Making announcements

A party must not make, or authorise or cause to be made, any public announcement relating to the negotiations between the parties or the subject matter of this Agreement unless:

- (a) it has the prior written consent of the other party;
- (b) it is required to do so by law; or
- (c) with respect to COL, it is required to do so:
 - (i) to obtain the endorsement of its Councillors to enter into this Agreement;
 - (ii) in order to obtain any required endorsement of the Councillors to enforce this Agreement or perform its obligations or comply with its Commitments under this Agreement; or
 - (iii) to perform its functions as a Regulatory Authority,

provided that COL first notifies Stadiums Tasmania of the proposed disclosure.

9.2 Requirements

If a party is required to make a public announcement under clause **Error! Reference source not found.**, it must before doing so, to the extent practicable and as soon as reasonably possible:

- (a) notify the other party of the proposed announcement;
- (b) consult with the other party as to its content; and
- (c) use reasonable endeavours to comply with any reasonable request by the other party concerning the proposed announcement.

10. Dispute resolution

10.1 Delivering a Dispute Notice

If any dispute, controversy or claim arises between the COL and Stadiums Tasmania arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination (**Dispute**), either party may deliver to the other party a written notice (**Dispute Notice**) which sets out:

- (a) the nature of the Dispute; and
- (b) the relief or remedy that the party seeks.

10.2 Parties must negotiate

During the period of 20 Business Days after delivery of the Dispute Notice, or any longer period agreed in writing by COL and Stadiums Tasmania (**Initial Period**), each of those parties must use its reasonable endeavours and act in good faith to resolve the Dispute by discussion and negotiation.

10.3 Referral to expert

- (a) If the Dispute is not resolved within the Initial Period, then the Dispute must be resolved by expert determination administered by the Australian Disputes Centre (**ADC**) and conducted in accordance with the ADC Rules for Expert Determination which are operating at the time the Dispute is referred to ADC (**Rules**).
- (b) The terms of the Rules are incorporated into this Agreement.

10.4 Other proceedings

No party may commence any judicial proceedings in relation to the Dispute unless those proceedings are commenced for the purpose of enforcing this clause **Error! Reference source not found.** or to seek interlocutory relief.

11. Term, default and termination

11.1 Term

This Agreement commences at the time of the Transfer and, unless it is terminated by mutual agreement between the parties or is terminated earlier under clause **Error!**

Reference source not found. or this clause **Error! Reference source not found.**, continues until 31 August 2028 (**Term**).

11.2 Default notice

If an Event of Default occurs in relation to a party (**Defaulting Party**), the other party (**Non-Defaulting Party**) may give a notice (**Default Notice**) to the Defaulting Party specifying the Event of Default and requiring the Defaulting Party to remedy the default within 20 Business Days after the Default Notice is given to the Defaulting Party.

11.3 Suspension

- (a) If the Non-Defaulting Party gives a Default Notice to the Defaulting Party, the Non-Defaulting Party may suspend its compliance with all of its Commitments until the Event of Default has been remedied by the Defaulting Party (**Suspension Period**).
- (b) The Defaulting Party has no rights, claims or remedies against the Non-Defaulting Party as a result, or in connection with, the Non-Defaulting Party's non-performance of its Commitments during the Suspension Period or such reasonable period thereafter required to recommence compliance with its Commitments.
- (c) If the Defaulting Party remedies or rectifies the relevant Event of Default, the Non-Defaulting Party must, as soon as reasonably practicable, resume compliance with its Commitments.

11.4 Termination notice

If the Defaulting Party:

- (a) receives a Default Notice and does not comply with the notice within the relevant period referred to in clause **Error! Reference source not found.**; or
- (b) receives a Default Notice on 3 occasions in any period of 12 months,

the other party, without limiting its other rights and remedies, may terminate this Agreement by giving to the Defaulting Party notice with immediate effect.

12. Consequences of expiry or termination

12.1 Consequences generally

Subject to clause **Error! Reference source not found.**, on the expiry or termination of this Agreement, this Agreement is at an end as to its future operation except for the enforcement of any right or claim that arises on, or has arisen before, the expiry or termination.

12.2 Clauses surviving termination

Despite any other provision of this Agreement, this clause **Error! Reference source not found.** and clauses **Error! Reference source not found.** (Definitions and interpretation), **Error! Reference source not found.** (Representations and warranties), **Error! Reference source not found.** (Confidentiality), **Error! Reference source not found.** (Public announcements), **Error! Reference source not found.** (Dispute resolution); **Error! Reference source not found.** (Notices) and **Error! Reference source not found.** (General) survive the expiry or termination of this Agreement.

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13. GST

13.1 Interpretation

In this clause **Error! Reference source not found.**:

- (a) terms or expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* have the same meaning as in the GST Act; and
- (b) any reference to a party includes the representative member of a GST group of which that party is a member.

13.2 Consideration excludes GST

Unless otherwise expressly stated, all consideration to be paid or provided under this Agreement is expressed exclusive of GST.

13.3 Payment of GST

- (a) If GST is payable on any supply made under this Agreement, the recipient must pay to the supplier an additional amount (**GST Amount**) equal to the GST payable on that supply at the same time as the consideration for the supply is to be paid or provided.
- (b) Clause **Error! Reference source not found.** does not apply to the extent that:
 - (i) the consideration for the supply is stated to include GST; or
 - (ii) GST on the supply is reverse charged and payable by the recipient.

13.4 Tax invoice

The recipient need not pay the GST Amount until it has received a tax invoice or adjustment note, as the case may be.

13.5 Adjustment events

If an adjustment event arises in relation to a supply made under this Agreement, the GST Amount must be adjusted to reflect that adjustment event. A corresponding payment must be made by the supplier to the recipient or by the recipient to the supplier, as the case may be.

13.6 Calculation of amounts

If this Agreement requires an amount to be calculated by reference to another amount (**Reference Amount**) that will be:

- (a) received for a taxable supply; or
- (b) paid for a creditable acquisition,

then the Reference Amount must be reduced so as to exclude any part of the Reference Amount paid or received on account of GST, as the case may be.

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13.7 Survival

This clause **Error! Reference source not found.** will survive and continue to apply following the termination or completion of this Agreement.

14. Notices

Any notice or other communication to or by a party under this Agreement:

- (a) must be given in accordance with this clause **Error! Reference source not found.**;
- (b) may be given by personal service, post or by email;
- (c) must be in writing, legible and in English addressed (depending on the manner in which it is given) as shown below:

- (i) If to Stadiums Tasmania:

Address: Level 3, 99 Bathurst Street, Hobart TAS 7000

Attention: James Avery

Email: james.avery@stadiumstasmania.org

- (ii) If to COL:

Address: Town Hall, 18-28 St John Street, Launceston TAS 7250

Attention: Sam Johnson

Email: Sam.johnson@launceston.tas.gov.au

or addressed in accordance with any updated details last notified by the party to the sender by notice given in accordance with this clause;

- (d) must be signed by that party's authorised officer, agent or representative; and
- (e) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, at 9.00 am on the third Business Day after the date of posting to the addressee whether delivered or not; or
 - (iii) if sent by email, 2 hours after the time the email is sent to the recipient's email address set out in the specified contact details in clause **Error! Reference source not found.** (as updated from time to time), as recorded on the sender's email system, unless the sender receives, within that time period, an automatic notification (other than an out of office message) indicating that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

15. General

15.1 Entire understanding

- (a) This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes, terminates and replaces all prior agreements and communications between the parties concerning that subject matter.
- (b) Each party acknowledges that, except as expressly stated in this Agreement, it has not relied on any representation, warranty, undertaking or statement made by or on behalf of another party in relation to this Agreement or its subject matter.

15.2 No adverse construction

No provision of this Agreement is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Agreement or the provision.

15.3 Further assurances

A party, at its own expense and within a reasonable time of being requested by the other party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

15.4 No waiver

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of this Agreement does not operate as a waiver by that party of the power, right or remedy.
- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

15.5 Remedies cumulative

Except as set out in this Agreement, the powers, rights and remedies under this Agreement are cumulative with and not exclusive of any powers, rights and remedies provided by law independently of this Agreement.

15.6 Severability

Any provision of this Agreement which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from this Agreement in any other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

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15.7 No assignment

A party cannot assign or otherwise deal with the benefit of this Agreement without the prior written consent of the other party.

15.8 Consents and approvals

Unless this Agreement provides otherwise, where anything depends on the consent or approval of a party, then that consent or approval may be given conditionally, unconditionally or withheld, in the absolute discretion of that party.

15.9 No variation

This Agreement cannot be amended or varied except in writing signed by the parties.

15.10 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.

15.11 Execution and delivery

By executing this Agreement, a party intends:

- (a) to be immediately bound by this Agreement; and
- (b) for such execution to constitute delivery of this Agreement to each other party.

15.12 Relationship of parties

Unless this Agreement expressly provides otherwise, nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

15.13 Counterparts

If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document. A party may sign a counterpart by executing a signature page and electronically transmitting a copy of the signed page to the other party or its authorized representative.

15.14 Governing law and jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of Tasmania.
- (b) The parties submit to the exclusive jurisdiction of the courts of Tasmania and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.
- (c) Each party waives any rights to:
 - (i) object to the venue of any proceedings; or

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(ii) claim that the proceedings have been brought in an inconvenient forum or that the courts of another place are a more convenient forum,

if the proceedings have been brought in a court referred to in clause **Error! Reference source not found.**

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Executed as an Agreement.

[Relevant execution blocks to be inserted for each party]

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Annexure 1 – Local Prices

Item	Price
Training Fee – 2 hr session (no lights)	\$227.00
Training Fee – 2 hr session (with Lights)	\$290.00
Change Rooms	\$85.00
Day Match	\$1,330.00
Night Match	\$2,215.00
Finals – Dependent on number of matches and facilities used	TBC
Fun Runs	\$425.00

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K&L GATES

klgates.com

POSTED ON FACEBOOK 25-11-2023



Thursday, December 22, 2022

YORK PARK OBJECTION

Protect the people's assets and investments



MINUTES: ITEM 16.3 DEC 15 2022

MINUTES
16.3 Intention to Dispose of York Park and Associated Land to Stadiums Tasmania
FILE NO: SF6560
AUTHOR: Duncan Campbell (Team Leader Legal Services)
CHIEF EXECUTIVE OFFICER APPROVAL: Michael Brodwin
SECTION STATEMENT: To consider forming an intention to dispose of York Park to Stadiums Tasmania.
RELEVANT LEGISLATION: Local Government Act 1993 (Tas) Stadiums Tasmania Act 2022
RECOMMENDATION: That Council
- pursuant to **section 17B** of the Local Government Act 1993 (Tas), form an intention to transfer York Park and associated land and assets of 22 Erasmey Road, Invermay to Stadiums Tasmania for optional consideration, with such **land totaling approximately 5.4ha** as indicated as Lot 1 as shown in the map below.



INTRODUCTION TO MY OIJECTION ... Posted December 2022

This proposal to hand the 'community asset' that York Park is, over to some new and unproven entity, Stadiums Tasmania, must be challenged and from various perspectives.

Firstly, it has to be said that timing and its consequences has to be called out for its cynical **Machiavellism** – *albeit quite, quite detectable*. For whatever reason that this might be the case, it is both concerning and alarming in the context of **'local governance'**. Moreover, that this 'initiative' essentially came about on the part of the CEO, and 'management'.

Plus it comes to light as the community debate warms up relative to the extraordinary expenditure being talked up in regard to the **proposed Mac Point Stadium in Hobart**.

Not so coincidentally, the initiative came before the newly elected Council at the cusp of **'holiday season'** with its next step set for its progress forward being for **'OBJECTIONS'** called for by **January 21 2023** and with Council itself meeting four days later on **January 25** to consider objections.

As Niccolò Machiavelli, once said, "everyone sees what you appear to be, few experience what you really are."

Ray Norman
Ratepayer Launceston Tas

INTRODUCTION TO MY OIJECTION ... Posted December 2022

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YORK PARK OBJECTION

Protect the people's assets and investments

Home	UTAS AND LOCAL GOVT	TASMANIAN LOCAL GOVT ACT	AFL STADIUM BUSINESS CASE
CITY OF LAUNCESTON COUNCILLORS & EXECUTIVE	STATUS QUO	PRESS	CONTENT
STADIUMS TASMANIA	COMMUNITY OF OWNERSHIP & INTEREST	NATURAL JUSTICE	GOOD GOVERNANCE GUIDE
MEDIA RELEASES	CONTACT INFORMATION	ELIZABETH GARDENS	WHAT COUNCIL IS PROPOSING TO GIVE AWAY!
MAKING A SUBMISSION TO LOCAL GOVERNMENT	SUBMISSION TO CITY OF LAUNCESTON COUNCIL JANUARY 2023	SECTION 65 LOCAL: GOV ACT	

Thursday, December 22, 2022

LINK <https://yorkparkobjection.blogspot.com/>

RESUBMISSION OF MY OBJECTION

Mayor Garwood, Councillors and to whoever it may concern,

Update: Since late 2022 seemingly negotiations between the City of Launceston and the relevant State Government authorities have been ongoing. During that time there has not been a meaningful community consultation process initiated relevant to the disposal of this significant community asset.

Moreover, the city's ratepayers have invested millions of dollars in the asset at the expense the provision of other much needed amenities and community projects over a very long period of time.

The rationale for handing this asset to an unproven State Government entity is ill founded. Also, the community has not been provided with the appropriate opportunity to test and contest the veracity of the rationale now being acted upon.

Unless and until that happens, the City of Launceston Council lacks the social licence and moral authority to proceed with the disposal of this community asset given the fiscal social and cultural consequences of so doing. Therefore I object most strongly to the City of Launceston gifting this asset to an unproven, untested, Tasmanian State Government instrumentality.

Ray Norman

SUBMISSION TO CITY OF LAUNCESTON COUNCIL JANUARY 2023

LINK <https://yorkparkobjection.blogspot.com/>

I object most strongly to the City of Launceston's determination at its meeting December 15 2022, namely to hand the '**community asset**' that York Park is, over to some new and unproven entity, Stadiums Tasmania – *or indeed any entity without meaningful community consultation.*

There are at least four grounds upon which to object to this transfer of community assets from an indirect representational democratic governance body: The grounds being:

- .. Firstly, Stadiums Tasmania's reason for being, is to be a statutory authority, formed to own, manage and develop Tasmania's major stadium assets, supposedly worth approximately \$200Million – \$90PlusMillion of which it seems is York Park – is blatantly self-serving.
- .. Secondly, the 'ownership issue' as is being acted upon, is totally at odds with the multidimensional, multifaceted, York Park Community of Ownership and Interest (COI) imperatives. An extraordinary number of people have legitimate 'ownerships and interests' invested in York Park as a 'place'. There is a class of 'rankism' evident in almost every aspect of what is being proposed in this initiative.
- .. Thirdly, despite the wording of the Stadiums Tasmania Act there is no real imperative for '**legal ownership**' to be transferred to this new bureaucratic entity. Moreover, the assumption that it will succeed in its '**enterprise**' is entirely speculative; and

• .. Fourthly, there is the issue of 'natural justice' essentially being denied the City of Launceston's ratepayers and other citizens. That this might be the case it is a non-trivial consideration. The notion that the 'asset' to be transferred has fiscal value of \$93Million is challengeable as too is the supposed \$3Million pa saving to Council's annual budget.

These '*estimates*' are entirely speculative and an exemplar of 'a truth by assertion'.

Also, no consideration has been given to the millions upon millions of 'ratepayers' dollars' that has been spent providing infrastructure and maintaining it over say the past two decades.

If indeed York Park is deemed to be '**surplus to requirement**' it needs to be sold off on the open market with any recoverable assets being sold separately or recycled by Council.

York Park is a ratepayers' asset not a chattel for Councillors and City Management to play fiscal games with.

Moreover, Community of Ownership and Interest (COI) imperatives demand that governance pays respect to **ALL** those in the **COI** simply because rights come with obligations and visa versa. There is no evidence whatsoever that '**COUNCIL**' as an entire entity has paid any attention whatsoever to '*the place's COI*' and more is the pity.

Stadiums Tasmania (ST) is not a charity but there is every prospect that as an entity '**holding**' York Park the likelihood is that **ST** will turn out to be the equivalent to '*the corporate citizen from hell*'. No doubt **ST** will not be paying rates but nonetheless it will be consigning large volumes of '**waste**' to the city's '**tip cum landfill site**'.

Moreover, **ST** will have a considerable impost on the city's stormwater management and sewerage works without making an equitable contribution. Likewise, despite being a somewhat enormous consumer of energy there is no indication that any attempt to generate any energy onsite will be made to reduce its impact upon '**the grid**'. .

To compound the inequity **ST** speculates that – *funded from the public purse no doubt* – it proposes to compete with private entrepreneurs in the '**conference business**' alongside operating an apparently surplus generating enterprise, a sport stadium, without by necessity delivering a dividend – **fiscal, social or cultural** – to those who have invested in and created the asset that **ST** now wants to exploit.

Apparently, what **ST** is blatantly attempting to do here is to, in the vernacular, "**sell Launcestonians a pup**" with the beneficiaries being the salaried '**functionaries**' within **ST**.

Insultingly, by-and-large this initiative has evolved in camera, in the dark, and well away from incisive critical review of '*the people*'. Therefore, it has all the hallmarks of total disinterest in meaningful engagement with '**the place's**' **Community of Ownership and Interest COI** or their collective interests and aspirations. This is nothing short of a failure of governance given the lack of transparency and accountability on display.

On the grounds that Councillors are elected and are ultimately '**trusted**' to represent all constituents I object most strongly, not only to the lack trust but also to the denial of natural justice.

Unless and until Councillors meaningfully engage with York Park's **COI**, I vigorously contest Council's apparent disregard for the **COI** and I object most strongly to this community asset, owned by, and invested in by, the people of Launceston being transferred to Stadiums Tasmania.

Indeed, Launceston's constituency is owed an apology given the circumstance that we have arrived at. Looking to the city's vision, purpose, and values I do so with great expectations as I do to the State Government's good governance guide.

Creating a culture of integrity and accountability not only improves effectiveness, it also generates a respectful, enjoyable and a life sustaining cultural landscape in which to live, work and play.

Local government depends upon the social licence granted it by its constituency. There is no simple list of requirements that have to be met in order to be granted a social licence yet we all know when the one granted has been violated. .

I call upon:

- .. Councillors to: Rescind their **December 15 2022 determination** – Item 16.3 Intention to Dispose of York Park and Associated Land to Stadiums Tasmania FILE NO: SF6660 and any subsequent determinations relevant to the disposal of York Park and adjacent land; and
- .. Initiate a Citizen's Jury/Assembly to develop better civic understandings relative to 'placemaking, placemarking and placedness'; and
- .. Initiate a strategic plan to develop the York Park precinct in ways that enables the city's citizens and ratepayers to capitalize upon their investments in 'the place' over a very long time.

Yours sincerely,

Ray Norman

Launceston ratepayer, cultural producer, and cultural geographer

Ray Norman

<zing**HOUSE**unlimited>

The lifestyle design enterprise and research network



PH: [REDACTED]

Please reply to: [REDACTED]

WEBSites: <http://www.raynorman7250.blogspot.com>

"A body of men holding themselves accountable to nobody ought not to be trusted by anybody." Thomas Paine

"The standard you walk past is the standard you accept" David Morrison



<https://raynormanadvocate.blogspot.com/>



zingCONSULTANCY

<https://raynorman7250.blogspot.com/p/zingconsult.html>

We acknowledge the First Peoples – the Traditional Owners of the lands where we live and work, and recognise their continuing connection to land, water and community. We pay respect to Elders – past, present and emerging – and acknowledge the important role Aboriginal and Torres Strait Islander people continue to play within the research zingHOUSEunlimited undertakes.

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29th November 2023

Mr. Michael Stretton,
General Manager,
City of Launceston,
P. O. Box 396,
LAUNCESTON, Tas. 7250

E: - contactus@launceston.tas.gov.au

Dear Sir,

Subject: - **Notice of Intention to Dispose of Public Land – York Park and associated land.**

To my dismay after reading the Public Notice, my initial concern is to what is the purpose and who initiated the City of Launceston to progress this pathway; was it the executive group, State Government or some other group.

Has a Business Plan been undertaken and reviewed by an independent reviewer or has it been commented on by the Auditor General?

Our family have had a long association with football in Northern Tasmania, originally in the 1920/30s through the City Football Club and were partly responsible for both Roy Cazaly and Laurie Nash coming to Launceston.

Therefore, I have a strong view based on the City's heritage values that York Park and its surrounds should remain as an asset of the city.

If the transfer proceeds what will be the net benefits to the community, as it appears to me that the City of Launceston does not have a social licence or the moral authority to proceed with the disposal of a wonderful city asset.

I am disturbed that, to date there has been no real community engagement, just a fait accompli. I believe that you, as General Manager together with the Executive Group are found wanting and perceived to be totally disconnected from the people who you represent.

Yours sincerely,



Ian J. N. Routley

From: "Helene Boyer" [REDACTED]
Sent: Sun, 10 Dec 2023 17:39:49 +1100
To: "Contact Us" <contactus@launceston.tas.gov.au>
Subject: Attention CEO: re Comment on Transfer of Public Land

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

Chief Executive Officer,

City of Launceston

I write in response to a call from the City of Launceston Council for public comment regarding the publishing of the map of land involved in transfer of Public Land to Stadiums Tasmania.

In particular, I wish to make comment regarding **that parcel of land situated on the north western boundary of York Park and bordered by Invermay Rd and Forster St that is part of the "cross hatched" sections in the PDF map published Nov 16 2023.**

I could not find any mention of what the Subdivision map annotation "NOTE: Area hatched is part of the balance lot (12.19ha)" actually means in the FAQ on the LCC website. It is part of the York Park associated land to be transferred? If so, I am particularly interested in the important protections that the City of Launceston Council has planned for precious areas of Public Land on the north western corner in the future as it pertains to the transfer of 2 Invermay Rd to Stadiums Tasmania.

This parcel of land, currently owned by LCC, contains the **Elizabeth Gardens Park**, the **Tasmanian Workers Memorial Park** and the grounds and buildings of **the Invermay Bowling and Community Club** (the club was formed in the first decade of the twentieth century). The park areas containing important plantings, park architecture and memorials, are **historically significant to Launceston's early development and especially valued by the people of Invermay.**

Heritage Background:

*1915 - Fundraising occurred by community members to establish a small park in a corner of Invermay Park bordered by Invermay Rd and Forster St and tennis courts, a bowling green and a croquet lawn were adjacent. It later contained a fir tree grown from seed collected at Gallipoli in WW1. The park was first named the "Tasmanian Workers" Park and then renamed **Elizabeth Gardens** in August 1947*

*in honour of Princess Elizabeth's engagement to Prince Philip. Part of the garden is called the **Tasmanian Workers Memorial Park** containing stone markers, opened in 2011 and still important to those who have lost a loved one in a workplace accident in particular. The wooden pagoda entrance involved the skilled work of Mr Alexander White, a notable Tasmanian stonemason.*

Elizabeth Gardens and the adjacent Invermay Bowls and Community Club hall which hosts youth-related and health-related activities as well as local social events is a rare and highly valued site for more passive (non-sporting related) community interaction and celebration in an inner city area which is still high density residential but which has been progressively and aggressively surrounded by concrete, asphalt and industry since the mid twentieth century. The City of Launceston's own ABCDE Learning Site project activities for Invermay this year has confirmed the importance of these community assets on this parcel of land.

I am seeking information and assurances from the City of Launceston that the transfer of Public Land to Stadiums Tasmania (and the possible transfer of the land that is Elizabeth Gardens and on which is built the IBCC) will not result in negative outcomes for these currently council/community-owned assets. Specifically, LCC must explain how they will guarantee that:

(1) any infrastructure changes undertaken by Stadiums Tasmania (e.g. possible digging up of areas, services installation, extension of access to York Park) will not result in any loss of current land area for Elizabeth Gardens and the IBCC, any negative impact upon aesthetics, heritage materials or flora. Of course, opportunities for enhancement of current facilities/values would likely be welcome but should also be subject to community consultation and approval;

and that

(2) there is a guarantee from future land owners that current infrastructure, flora, heritage and aesthetic values will be properly maintained to enable and support ongoing community use and which respects the heritage value of the areas for the community;

and that

(3) future landowners will not cause the figure set for lease/rental of the land containing the LBCC facilities to result in an inability to continue to host the kinds of community use currently enjoyed.

Yours sincerely,

Helene Boyer



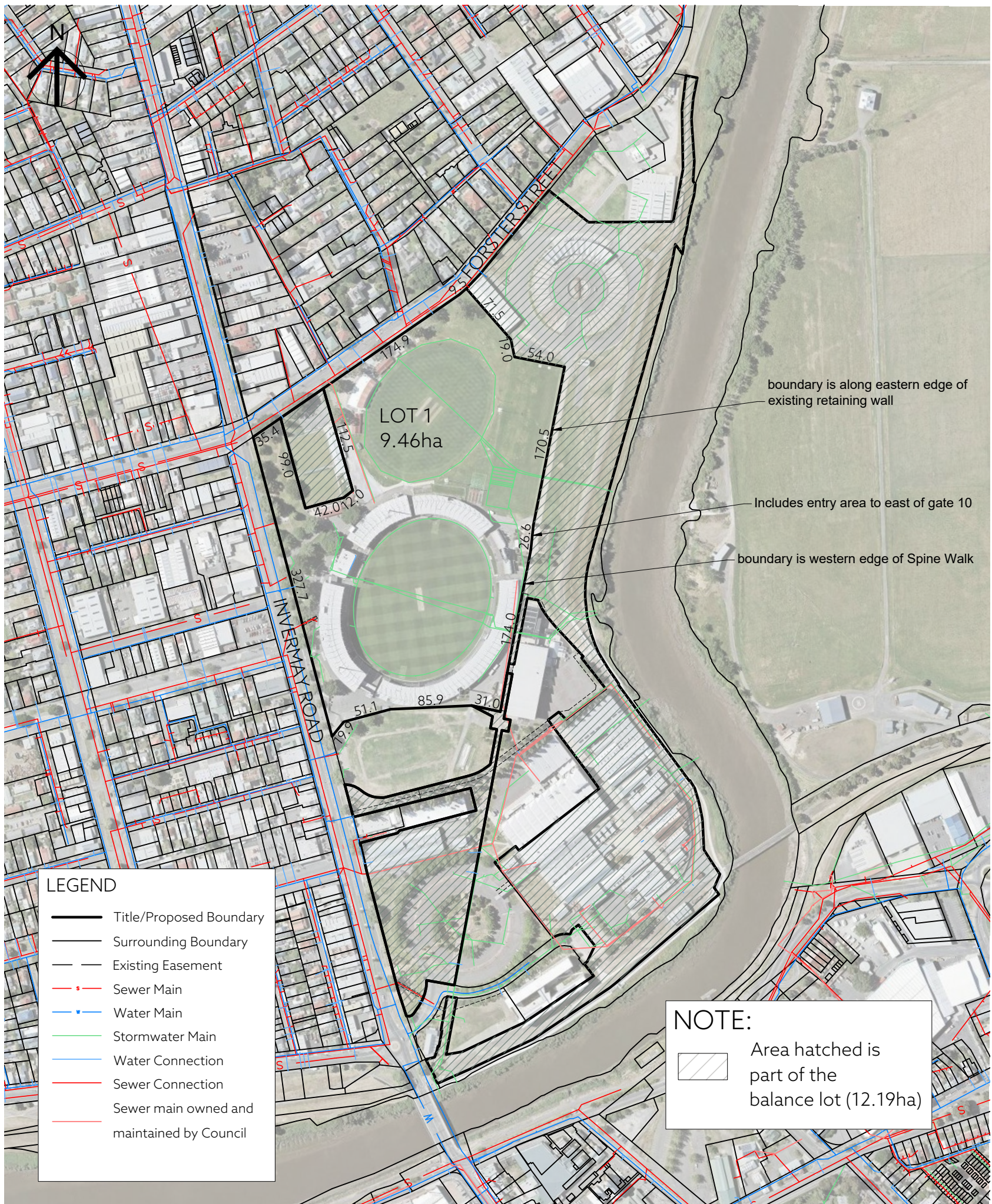
PLAN OF SUBDIVISION



SURVEYORS, ENGINEERS & PLANNERS

3/23 Brisbane Street,
Launceston, Tasmania, 7250
PHONE: +61 03 6331 4099
FAX: +61 03 6334 3098
EMAIL: pda.ltn@pda.com.au
www.pda.com.au
Also at: Hobart, Burnie,
Devonport & Kingston

Owners	Launceston City Council	Address	2 Invermay Road, Invermay	This plan has been prepared for the purpose of obtaining disposal and preliminary subdivision approvals from the Council and the information shown hereon should be used for no other purpose. All measurements and areas are subject to final survey.							
Title References	FR 180240/2	Council	Launceston City Council								
Schedule Of Easements	As shown.	Planning Scheme	Tasmanian Planning Scheme - Launceston								
		Zone & Overlay	31.0 Particular Purpose - Inveresk Site								
Scale	1:4000	Date	16 November 2023	PDA Reference	50149 - P03	Map reference		PID	358475	Point of Interest GDA94MGASS	511667E, 5414155N



FROM THE OFFICE OF THE MAYOR OF LAUNCESTON

File No: SF7455
MG:af

Your Ref:

19 April 2024

The Hon. Jeremy Rockliff MP
Premier of Tasmania
GPO Box 123
HOBART TAS 7001

The Hon. Michael Ferguson MP
Deputy Premier
Level 10, 15 Murray Street
HOBART TAS 7000

The Hon. Nic Street MP
Minister for Sports and Events
Level 5, Salamanca Building
4 Salamanca Place
HOBART TAS 7000

Dear Premier, Deputy Premier and Minister

UNIVERSITY OF TASMANIA STADIUM

The City of Launceston has been working closely with Stadiums Tasmania to progress the transition of ownership of Utas Stadium to the new entity of Stadiums Tasmania.

As part of our ongoing engagement, City of Launceston Councillors have been clear regarding a number of principles that they require to be addressed in order to provide final support for the transfer. We have had productive conversations with Stadiums Tasmania management regarding the principles and have reached a point whereby we have identified a number of those principles which we need to raise at a State level, as they are likely a matter for Ministerial consent or consideration as a part of the development of a Ministerial Statement of Intent.

First Right to Purchase

The City of Launceston require first right to purchase should Stadiums Tasmania or the State want to dispose of any land in the future that is subject to the transfer of assets.

We note any dispositions of major assets or property by Stadiums Tasmania must be approved by the Minister and Treasurer under section 7(2) and 23E(2) of the *Act*.

We have been advised by Stadiums Tas that as it is a crime, under section 69 of the *Criminal Code 1924 (Tas)*, for a person to do any act intended to interfere with the free exercise by a Minister of the Crown of any duties or authorities of his or her office, granting a first right of refusal may expose Stadiums Tasmania to the operation of this provision.

As such, the City of Launceston requests that the Minister formally consider the inclusion of the first right of purchase/or buy back option as part of the development of the Ministerial Statement of Expectations or alternatively provide written commitment that in the event that Stadiums Tas or the Government wish to dispose of any land that is transferred from Council to Stadiums Tas, the Minister of the day commits to providing the first option to purchase to the City of Launceston and that the purchase be on the same terms as the proposed disposal (i.e for \$1.).

No financial disadvantage for local users

The City of Launceston seeks a commitment to no significant or unreasonable financial disadvantage for local users - specifically from a pricing perspective. Council has engaged with Stadiums Tasmania regarding the opportunity for two tier fee structures that differentiate fees for local groups as opposed to fees for commercial activities.

Stadiums Tasmania has advised their commitment to ensuring local groups can continue to use UTas Stadium and the surrounding precinct but that Stadiums Tasmania's approach to the fee structure must comply with section 6 of the *Act* which sets out Stadiums Tasmania's functions, including:

- managing, operating, maintaining and investing in the development of stadiums and ensuring the effective and efficient operation of those stadiums;
- attracting international and national sporting, entertainment and event content and attracting the audiences that come with such big events;
- hosting statewide, regional and local sporting, entertainment and event content; and
- operating in a commercial manner that maximises value for the state, adhering to public policy and any prescribed community service obligations.

Stadiums Tasmania has advised that they will implement a tiered fee structure which will allow local groups and sports teams to hire different areas of the precinct at reduced rates to commercial operators. Whilst the City of Launceston appreciates the need to operate in a commercial manner, the lack of clarity about what these cost structures might mean for local users is not tenable - cost plus a margin is likely to have a significant impact on many of our local users.

The City of Launceston understands the requirements of the *Act* for Stadiums Tasmania to be operating in a commercial manner that maximises value for the state, adhering to public policy and any prescribed community service obligations. The City of Launceston seeks clarity regarding the detail of the "prescribed community service obligations" in order that we can make a fully informed decision for our community - we are hopeful that prescribed community service obligations may include fee structures that are not cost plus a margin for local users. Perhaps we would obtain clarity in this space if the draft Ministerial Statement of Expectations was shared with our elected representatives prior to it being formally endorsed.

Ongoing Financial Contribution

We have recently come to understand that there is a perceived expectation from the Treasurer and the Minister Sports and Events that the City of Launceston make an ongoing annual contribution in the order of \$1 million to support the operation of the Stadium. Until recently this was not known by our elected representatives and is of significant concern.

The Council does not support this proposed ongoing contribution and is extremely disappointed that this position wasn't formally shared with our elected body by the State Government as part of early conversations on the proposed transfer.

The Council has been transparent with the Launceston community in regard to wanting to establish an operating model for the stadium that provides financial sustainability and improved economic, social and cultural outcomes into the future.

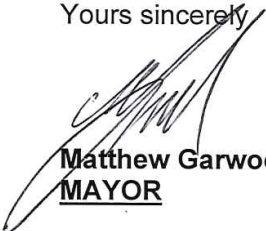
The introduction of such a significant ongoing financial impost at this late stage would engender significant reputational risks for both the Council and State Government, given the arguments made by both tiers of government for the transfer. Simply - this matter has the potential to derail the transfer.

An ongoing annual contribution, whether that is an in-kind contribution or direct.

The City of Launceston has worked productively and intentionally with Government to get to the final stages of the transfer processes. We have supported sometimes unpopular Launceston opinions with regards to the statewide context and trust we can overcome these final challenges in a collaborative manner.

Given the complexity of the issues raised above, our elected representatives have requested Ministerial attendance at a Council workshop to hear the Government's position on the above matters as we are clear the matters above are for the Government not for Stadiums Tasmania. Council will not be able to proceed to any further formal decisions related to transfer until this occurs.

Yours sincerely



Matthew Garwood
MAYOR

Copy: Shane Eberhardt, Acting CEO, City of Launceston
James Avery, CEO, Stadiums Tas



14 May 2024

Doc ID: 0003

Dear Deputy Mayor and Councillors,

Thank you for the opportunity to present to Council on 9 April, it was an extremely worthwhile opportunity to discuss the key issues relating to the transfer of UTAS Stadium. As you're aware, we greatly value the relationship between Council and Stadiums Tasmania, and from our perspective, we found the meeting to be most helpful in better understanding Council's key issues related to the transfer. Hopefully, the meeting clarified some potential confusion surrounding the key issues and we can now move forward in closing out negotiations that provide suitable outcomes for both parties.

As stated in our meeting, Stadiums Tasmania's key objective is to complete the stadium transfer and the associated land operationally or in total by the end of this financial year. Stadiums Tasmania has been working closely with Council on the land transfer process – most recently the land subdivision planning scheme requirements – and I'm pleased to say this process remains on track for completion by 30 June 2024. Council's time and effort in this regard is greatly appreciated.

In relation to the transfer of staff, Stadiums Tasmania has remained in regular dialogue with the venue's staff and is continually updating staff on transfer progress. As you're aware, offer sheets can only be provided to staff by Stadiums Tasmania when Term Sheet negotiations are complete. We are naturally eager to finalise Term Sheet discussions, noting we have been engaged in Term Sheet discussions broadly since July 2023 and in detail since October 2023.

As we have raised previously, the transfer of UTAS Stadium and the associated land parcels, will immediately relieve Council of a significant financial impost. Specifically, and as canvassed at our workshop meeting last week:

- The venue has been incurring an average operating loss of \$4.21m per year, which is forecast to increase to an average of \$5.51m per year for the next five years.
- This operating loss does not include required capital costs of \$10.13m (minimum) over the next five years to maintain minimum standards/compliance (and therefore host key events/content, e.g. AFL and BBL matches).
- This operating loss doesn't include the \$130m capital upgrades set to commence later this year.
- Council has also been relieved of significant capital costs identified as part of Stadiums Tasmania's transfer due diligence – i.e. LED and lighting infrastructure replacements, up to ~\$11m. These upgrades/expenditures are required immediately.
- Venue operating costs will increase significantly following completion of this \$130m redevelopment.

At the 9 April meeting we were pleased to discuss the key principles you raised as part of your recent correspondence with Government of 19 April. In particular, we note the following was discussed:

- **First Right to Purchase:** As you are aware, the Office of Crown Solicitor has provided advice that Stadiums Tasmania could be exposed to the Criminal Code if it agreed to this request and as such this requires authorising from Government. W
- **No financial disadvantage for local users** – Stadiums Tasmania understands that community access is vitally important for those groups who have accessed the venue over a long period of time and it is critical to the venue's long-term sustainability. Indeed, Stadiums Tasmania's Act specifies that Stadiums Tasmania adhere to community service obligations. With this in mind, Stadiums Tasmania would like to work with Council to ensure the current model

GPO Box 823 Hobart Tasmania 7001 | Level 3, 99 Bathurst Street, Hobart Tasmania 7000 | admin@stadiumstasmania.org



that subsidises community users remains in place for the next three years at which point Stadiums Tasmania and Council can assess the effectiveness of the model to ensure community access in the long-term.

- **Ongoing Contribution** – As you're aware, Stadiums Tasmania's Act also stipulates that it must operate in a commercial manner that maximises value for the State. As discussed, we believe an ongoing contribution could fall within two categories - all of which either ensure community access and or generate broader financial returns for the City of Launceston - being (i.) ongoing maintenance of the precinct and (ii.) event attraction and activation. More specifically, we believe these components to be:
 - Support for maintenance of the Half Circle Carpark, Inveresk Northern Carpark, and Invermay Park, which is obviously a community facility.
 - Ongoing Northern Carpark access on match and events days.
 - Event attraction funding.
 - City activation funding.
 - Shared corporate services during period of transition (e.g. staff systems).

As discussed with Council at the 9 April meeting, Stadiums Tasmania will now provide two models to Council in relation to ongoing contribution options; one that sees Stadiums Tasmania takes ownership of the stadium and associated land parcels (Elizabeth Gardens and Invermay Park) as currently planned, and the second resulting in the transfer of the stadium only, with the ownership and maintenance costs of these land parcels remaining with Council. We seek your urgent advice as to which model Council prefers, noting we are seeking to complete the transfer by 30 June 2024. With this in mind, we would ideally need Council to state their preferred option by Friday 24 May.

We continue to work with the Department of State Growth on the \$130m redevelopment project that will significantly enhance the venue's ability to attract national sporting and entertainment events to Launceston, supporting the City of Launceston's vision to make the city a premier business, retail and lifestyle hub. We are mindful of the commencement timings of this project in relation to the transfer of the venue to Stadiums Tasmania and are eager to complete the transfer to ensure the project timelines are not impacted adversely.

As ever, we appreciate your efforts to date as part of the transfer process and the open, ongoing dialogue we continue to enjoy with Council.

Regards

Handwritten signature of Michael Malouf in blue ink.

Michael Malouf AM
Chair

Handwritten signature of James Avery in blue ink.

James Avery
Chief Executive Officer

**Minister for Energy and Renewables
Minister for Parks & Environment**

Level 10, 15 Murray Street, HOBART TAS 7000 Australia
GPO Box 123 HOBART TAS 7001 Australia
Phone: +61 3 6165 7739
Email: minister.duigan@dpac.tas.gov.au



13 JUN 2024

Cr Matthew Garwood
Mayor
City of Launceston

mayor@launceston.tas.gov.au

Dear Mayor

Matthew,
Thank you for your letter regarding the transfer of University of Tasmania Stadium to Stadiums Tasmania. I'm pleased to read of the City of Launceston's ongoing commitment to exploring the proposed transfer of this asset.

I understand a number of the matters you raised have either already been, or are in the process of being, resolved with Stadiums Tasmania, and as such I will address directly the remaining issues you have raised.

While the Government is pursuing the transfer of UTAS Stadium with no intention to sell or dispose of it, we are happy, prima facie, to provide the City of Launceston with the first right to purchase the facility should the Crown wish to dispose of the transferred land in the future.

I note that you propose two methods in which written support for this position could be provided to the City of Launceston, and on his return Minister Street will consider both proposed approaches. A third potential approach to consider includes placing the commitment in the required public notice of transfer in the *Gazette*, as set out in the *Stadiums Tasmania Act 2022*. This would provide an enduring record of commitment, and we would appreciate the Councilors' view on this alternative.

I encourage you to continue negotiations with Stadiums Tasmania in good faith regarding the ongoing in-kind and service delivery support that the City of Launceston can provide, particularly as Stadiums Tasmania transitions into the management and operation of UTAS Stadium.

Thank you again for raising these matters.

Yours sincerely


Hon Nick Duigan MLC
Acting Minister for Sport and Events

City of Launceston
Council Meeting Minutes

Thursday 8 February 2024

15.1. Transfer of York Park to Stadiums Tasmania

FILE NO: SF7455

CHIEF EXECUTIVE OFFICER APPROVAL: Michael Stretton

DECISION STATEMENT:

To consider the approval of transfer of York Park to Stadiums Tasmania.

The decision for Recommendation 3. requires an absolute majority of Council.

RELEVANT LEGISLATION:

*Local Government Act 1993 (Tas)
Stadiums Tasmania Act 2022 (Tas)*

PREVIOUS COUNCIL CONSIDERATION:

Workshop - 1 February 2024 - Item 1.5 - Stadiums Tasmania Discussion
Council - 15 December 2022 - Item 16.3 - Intention to Dispose of York Park and
Associated Land to Stadiums Tasmania

RECOMMENDATION:

That Council:

1. notes the intention that it formed on 15 December 2022 to transfer York Park and associated land and assets at 2 Invermay Road, Invermay to Stadiums Tasmania for nominal consideration.
2. considers each of the three objections appearing at Attachments 1, 2 and 3, received as part of the public advertising process commencing on 18 November 2023, noting the officer response to each of the three objections as documented as part of the report to this agenda item.
3. by absolute majority, pursuant to section 178 of the Local Government Act 1993, approves the transfer of York Park and associated land and assets at 2 Invermay Road, Invermay to Stadiums Tasmania for nominal consideration, with the dimensions of that land being set out at Attachment 4 and the following plan.



4. notes that the transfer of the land pursuant to these Recommendations, will not occur until each of the following events has occurred:
 - a) where an appeal is made by an objector to the Tasmanian Civil and Administrative Appeals Tribunal, the determination of such appeal; and,
 - b) a planning permit has been issued by the Council in its capacity as Planning Authority to subdivide the relevant land; and,
 - c) the exact dimensions of the land have been confirmed by way of final survey.
5. requests the Chief Executive Officer to determine the exact dimensions and parameters of the land and assets to be transferred and to exercise Council's powers in respect of the *Local Government Act 1993* and the *Stadiums Tasmania Act 2022* in order to facilitate the transfer to Stadiums Tasmania.
6. Requests the Chief Executive Officer to negotiate a term sheet with Stadiums Tasmania which is consistent with the letter of intent received on 2 February 2024 and attached to this report (ECM Doc Set ID 5020948), which will require a further specific decision of the Council.

City of Launceston
Council Meeting Minutes

Thursday 8 February 2024

7. notes that the term Chief Executive Officer is a term of reference for the General Manager as appointed by Council pursuant to section 61 of the *Local Government Act 1993*.

DECISION: 8 February 2024

MOTION 1

Moved Deputy Mayor Councillor D H McKenzie, seconded Councillor A G Harris.

That the Motion, as per the Recommendation to Council, be adopted.

CARRIED BY ABSOLUTE MAJORITY 8:4

FOR VOTE: Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor A J Palmer, Councillor L M McMahon and Councillor A J Britton
AGAINST VOTE: Councillor T G Walker, Councillor Prof G Razay, Councillor J J Pentridge and Councillor S Cai

DECISION: 8 February 2024

MOTION 2

Moved Councillor D C Gibson, seconded Councillor A J Britton.

That Deputy Mayor, Councillor D H McKenzie, be granted an additional three minutes speaking time.

CARRIED 11:1

FOR VOTE: Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor T G Walker, Councillor Prof G Razay, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton
AGAINST VOTE: Councillor J J Pentridge

DECISION: 8 February 2024

MOTION 3

Moved Councillor A J Britton, seconded Councillor J J Pentridge.

That Councillor T G Walker be granted an additional three minutes speaking time.

CARRIED 12:0

City of Launceston
Council Meeting Minutes

Thursday 8 February 2024

FOR VOTE: Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor T G Walker, Councillor Prof G Razay, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton
AGAINST VOTE: Nil

DECISION: 8 February 2024

MOTION 4

Moved Councillor A G Harris, seconded Councillor A J Britton.

That Councillor D C Gibson be granted an additional three minutes speaking time.

CARRIED 12:0

FOR VOTE: Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor T G Walker, Councillor Prof G Razay, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton
AGAINST VOTE: Nil