



CITY OF HOBART

# AGENDA

## SPECIAL JOINT PARKS AND RECREATION COMMITTEE AND GOVERNANCE COMMITTEE MEETING (OPEN PORTION OF THE MEETING)

**MONDAY 7 MARCH 2016**

**AT 4.00 PM**

### THE MISSION

Our mission is to ensure good governance of our capital City.

### THE VALUES

**The Council is:**

<b>about people</b>	We value people – our community, our customers and colleagues.
<b>professional</b>	We take pride in our work.
<b>enterprising</b>	We look for ways to create value.
<b>responsive</b>	We're accessible and focused on service.
<b>inclusive</b>	We respect diversity in people and ideas.
<b>making a difference</b>	We recognise that everything we do shapes Hobart's future.

## HOBART 2025 VISION

In 2025 Hobart will be a city that:

- Offers opportunities for all ages and a city for life
  - Is recognised for its natural beauty and quality of environment
  - Is well governed at a regional and community level
  - Achieves good quality development and urban management
  - Is highly accessible through efficient transport options
  - Builds strong and healthy communities through diversity, participation and empathy
  - Is dynamic, vibrant and culturally expressive
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- 3. CLOSED PORTION OF THE PARKS AND RECREATION COMMITTEE  
AND THE GOVERNANCE COMMITTEE MEETING**

**BUSINESS LISTED ON THE AGENDA IS TO BE CONDUCTED IN THE ORDER  
IN WHICH IT IS SET OUT UNLESS THE COMMITTEE BY SIMPLE MAJORITY  
DETERMINES OTHERWISE**

I, Nicholas David Heath, General Manager of the Hobart City Council, hereby certify that:

1. In accordance with Section 65 of the Local Government Act 1993, the reports in this agenda have been prepared by persons who have the qualifications or the experience necessary to give such advice, information or recommendations included therein.
2. No interests have been notified, pursuant to Section 55(1) of the Local Government Act 1993, other than those that have been advised to the Council.

  
N.D. HEATH  
GENERAL MANAGER

## **SPECIAL JOINT PARKS AND RECREATION COMMITTEE AND GOVERNANCE COMMITTEE AGENDA (OPEN)**

### Committee Members

Deputy Lord Mayor Christie  
(Chairman)

Briscoe  
Ruzicka

Sexton  
Cocker

Thomas  
Cooper

Reynolds

### Aldermen

Lord Mayor Hickey

Zucco

Burnet

Denison

**Special Joint Parks and Recreation Committee and  
Governance Committee (Open Portion of the Meeting) -  
Monday, 7 March 2016 at 4.00 pm in the Lady Osborne  
Room.**

**PRESENT:**

**APOLOGIES:**

**LEAVE OF ABSENCE:** Alderman E R Ruzicka.

**CO-OPTION OF COMMITTEE MEMBERS IN THE  
EVENT OF A VACANCY**

Where a vacancy may exist from time to time on the Committee, the Local Government Act 1993 provides that the Council Committees may fill such a vacancy.

### **1. INDICATIONS OF PECUNIARY AND CONFLICTS OF INTEREST**

In accordance with Part 2 Regulation 8 (7) of the Local Government (Meeting Procedures) Regulations 2015, the chairman of a meeting is to request Aldermen to indicate whether they have, or are likely to have, a pecuniary interest in any item on the agenda.

In addition, in accordance with the Council's resolution of 14 April 2008, Aldermen are requested to indicate any conflicts of interest in accordance with the Aldermanic Code of Conduct adopted by the Council on 27 August 2007.

Accordingly, Aldermen are requested to advise of pecuniary or conflicts of interest they may have in respect to any matter appearing on the agenda, or any supplementary item to the agenda, which the committee has resolved to deal with, in accordance with Part 2 Regulation 8 (6) of the Local Government (Meeting Procedures) Regulations 2015.

**2. MEMORANDUM OF UNDERSTANDING WITH THE WELLINGTON PARK  
MANAGEMENT TRUST – FILE REF: 70-42-15**

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15x's

Report of the Director Parks and City Amenity and the Group Manager Open Space of  
16 February 2016 and attachment.

DELEGATION: Council

**TO** : Parks and Recreation Committee  
Governance Committee

**FROM** : Director Parks and City Amenity  
Group Manager Open Space

**DATE** : 16 February 2016

**SUBJECT** : **MEMORANDUM OF UNDERSTANDING WITH THE  
WELLINGTON PARK MANAGEMENT TRUST**

**FILE** : 70-42-15 RM (document2)

## 1. INTRODUCTION

- 1.1. This report proposes a Memorandum of Understanding (MOU) with the Wellington Park Management Trust (the Trust) for the period 2015/2016-2019/2020.

## 2. BACKGROUND

- 2.1. The Council, at its meeting of 24 August 2015 considered a number of financial, administrative and governance issues pertaining to the Wellington Park Management Trust.
- 2.2. Included in the Council's resolution was that a further report be provided to a special joint Parks and Recreation Committee and Governance Committee on the content of a new MOU with the Trust.
- 2.3. The report to the Parks and Recreation Committee meeting of 13 August 2015 included the following table (Table 1) of items recommended for inclusion in the initial draft MOU present by the Trust.

**Table 1**

<b>Key Issue</b>	<b>Proposed Initiatives/Actions</b>
Role Clarity	<ul style="list-style-type: none"><li>• Improved definition on the roles of the City and WPMT to avoid duplication and confusion on the relative functions as they pertain to Wellington Park. This clarity will also apply to funding obligations.</li></ul>

Key Issue	Proposed Initiatives/Actions
Governance	<ul style="list-style-type: none"> <li>• Review subordinate committees/working groups to ensure appropriate and efficient agency representation. To include reconstituting the WPMT Management Advisory Committee.</li> <li>• Such changes to include a requirement for the WPMT to distribute meeting minutes to the City following each meeting.</li> </ul>
Streamline Management Approvals	<ul style="list-style-type: none"> <li>• Development of a schedule of works exempt from Project Activity Assessment (PAA) under the Management Plan.</li> <li>• Include a requirement for the WPMT to assess works applications (PAA) within 42 days of submission.</li> </ul>
Visitor and Recreation Strategy	<ul style="list-style-type: none"> <li>• The City support the WPMT in the development of a visitor and recreation strategy.</li> <li>• The strategy to include plans for the marketing of the Park, analysis of visitor and recreational needs as well as the provision of visitor infrastructure.</li> </ul>
Regulations Awareness Program (cash allocation)	<ul style="list-style-type: none"> <li>• Review focus of the regulatory program with consideration of shifting towards a greater visitor service role.</li> </ul>
Commercial Use	<ul style="list-style-type: none"> <li>• Review process for the issuing of permits and licences for activities in the Park.</li> <li>• The changes to include the development of an agreed approach to revenue sharing from licences and permits.</li> </ul>
Cultural Heritage Support (cash allocation)	<ul style="list-style-type: none"> <li>• Development of an annual works program focussing on achieving strategic planning outcomes such as the listing of heritage sites under the Wellington Park Management Plan.</li> </ul>

Key Issue	Proposed Initiatives/Actions
Major Development	<ul style="list-style-type: none"> <li>• Development of an agreed vision for major development opportunities within the Park.</li> </ul>
Forwarding Planning	<ul style="list-style-type: none"> <li>• Inclusion of a rolling three-year action plan that documents forthcoming initiatives under the MOU.</li> </ul>

- 2.4. The above amendments were recommended with the aim of improving the effectiveness of the MOU at realising actions arising from the Wellington Park Management Plan as well as meeting the identified needs of the City in its land owner and land manager roles.
- 2.5. Following the August 2015 resolution, officers have worked with the Trust’s Manager to amend the MOU and all items are considered to be adequately conveyed in the draft MOU attached to this report (**Attachment A**).

### 3. PROPOSAL

- 3.1. It is proposed that the attached MOU with the Wellington Park Management Trust for the period 2015/2016 to 2019/2020, be endorsed.
- 3.2. It is further proposed that the under the MOU, the City provides cash contributions to the operations of the Trust totalling \$43,743 annually (indexed to CPI) for the life of the agreement.
- 3.3. Additionally, Council’s administrative and technical support valued at \$28,191 per annum is proposed to be provided as an off-setting grant.

### 4. IMPLEMENTATION

- 4.1. Upon the endorsement of both parties, the MOU will be signed by the General Manager.

### 5. STRATEGIC PLANNING IMPLICATIONS

- 5.1. The development and implementation of the MOU supports the realisation of each Goal within the Capital City Strategic Plan 2015-2015.



## **6. FINANCIAL IMPLICATIONS**

### **6.1. Funding Source(s)**

6.1.1. The MOU identifies prescribed cash payments to the Trust for Services (regulations awareness and heritage support) as well as the City invoicing the Trust for administrative and technical services provided to the Trust.

6.1.2. At its meeting of 24 August 2015, the Council resolved to provide funds and an off-setting grant for services provided, pending the finalisation of the MOU.

6.1.3. Funding of the direct cash payments to the Trust is provided for as follows:

Regulatory Awareness Program funding of \$28,138 from the Bushland Strategy and Projects Budget Function (320).

Cultural Heritage Support, \$15,605 from Heritage and Conservation Budget Function (010).

6.1.4. Funding for administrative and technical services provided by the City (valued at \$28,191) has not explicitly been indentified in previous Operating Plans, however the recovery of these costs will off-set this expenditure.

### **6.2. Impact on Future Years' Financial Result**

6.2.1. The MOU provides for four further years of recurrent funding as per payments noted in 6.1.1., indexed to annual CPI increases (as at March each year).

6.2.2. Beyond these recurrent payments the MOU allows for project specific payments to be made. Where required, these will be reported separately.

### **6.3. Asset Related Implications**

6.3.1. Not Applicable.

## **7. LEGAL IMPLICATIONS**

7.1. The MOU is not legally binding on either party.

## **8. COMMUNICATION AND MEDIA IMPLICATIONS**

8.1. The MOU represents a renewal and updating of previous agreements. In this regard pro-active media engagement is not considered warranted.

## **9. DELEGATION**

- 9.1. The General Manager be authorised to sign the MOU on behalf of the Council.

## **10. CONSULTATION**

- 10.1. Manager Planning Policy and Heritage; Park Planner.

## **11. COMMUNICATION WITH GOVERNMENT**

- 11.1. Preparation of the MOU has been undertaken jointly with the Manager Wellington Park Management Trust.

## **12. CONCLUSION**

- 12.1. This report presents the draft MOU with the Wellington Park Management Trust 2015/2016 – 2019/2020 for Council's endorsement.
- 12.2. The MOU has been amended and refined following Council's consideration in August 2015 and includes a range of issues reported at that time aimed at improving the effectiveness of the MOU in realising actions arising from the Wellington Park Management Plan as well as meeting identified needs of the City.
- 12.3. Amongst the initiatives incorporated into the MOU include: articulating the roles of each party; the development of a Visitor and Recreation Strategy; shifting the focus of the regulatory program more towards visitor services; the reconstitution of the Trust's Management Advisory Committee to provide for greater agency co-ordination and involvement in the Trust; and the development of a three-year action plan.
- 12.4. The MOU commits the City to cash contributions to the operations of the Trust totalling \$43,743 annually (indexed to CPI) for the life of the agreement. In addition, Council's administrative and technical support valued at \$28,191 is recommended to be provided as an off-setting grant.

### 13. RECOMMENDATION

*That:*

- 13.1. *The report rm(document2) be received and noted.*
- 13.2. *The Wellington Park Management Trust – City of Hobart Memorandum of Understanding (MOU) 2015/2016 to 2019/2020 (Attachment A) be endorsed.*
- 13.3. *The General Manager be authorised to make minor amendments as required and sign the MOU on the City’s behalf.*
- 13.1. *The City provide an annual cash contribution for the life of the MOU to the Trust for the delivery of the Regulations Awareness Program and Cultural Heritage Support to the value of \$43,743(2015/2016 value) to be indexed annually by CPI.*
- 13.2. *The Trust be invoiced annually for the City’s administrative and technical support currently valued at \$28,191 (2015/2016 value).*
  - 13.2.1. *This support be indexed to annual CPI increases as at March each year.*
  - 13.2.2. *A matching grant be provided to off-set the invoiced charges for the life of the MOU.*
  - 13.2.3. *The value of the grant be recorded in City’s Annual Report.*
- 13.3. *The Wellington Park Management Trust be advised of Council’s decision.*

*As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.*



(Rob Mather)  
**GROUP MANAGER OPEN SPACE**



(Glenn Doyle)  
**DIRECTOR  
PARKS AND CITY AMENITY**

**Wellington Park Management Trust – City of Hobart**  
**Administrative, Strategic and Financial Contributions**  
***Draft Memorandum of Understanding***  
**2015/16 to 2019/20**

**1 Introduction**

- 1.1 Wellington Park (the Park) is an 18 250 ha peri-urban, multiple land tenure, natural area reserved under the *Wellington Park Act 1993* (the Act). The Act outlines the reasons for which the Park is reserved:
- the provision of recreational and tourism uses and opportunities consistent with the purposes specified below;
  - the preservation or protection of the fauna or flora contained in or on the land;
  - the preservation or protection of the natural beauty of the land or of any features of the land of natural beauty or scenic interest;
  - the preservation or protection of any features of the land being features of historical, Aboriginal, archaeological, scientific, architectural or geomorphological interest; and
  - the protection of the water catchment values of the land.
- 1.2 The Act establishes the Wellington Park Management Trust (the Trust) as the managing authority for Wellington Park, and defines the membership of the Trust. The functions and powers of the Trust are set out in s.11 of the Act. One of the main functions of the Trust is to prepare and give effect to a management plan for the Park.
- 1.3 The current management plan, the *Wellington Park Management Plan 2013 (amended October 2015)* (the Management Plan) is a statutory plan prepared by the Trust in accordance with the Act. Implementation of the Management Plan is overseen by the Trust with owners and occupiers of land within the Park required to use and manage land in a manner that is consistent with the purposes for which it is set aside in the Management Plan, as outlined in s.27 of the Act.
- 1.4 The City of Hobart (the CoH) owns freehold land within Wellington Park and is also the planning authority under the *Land Use and Planning Approvals Act 1993* for the section of the Park within the CoH. Under the Management Plan, the CoH is responsible for the on-ground management of those areas prescribed in Map 1 of the Management Plan. The agreed roles of the Trust and CoH in the management of the Park are set out in Schedule 2 of this MoU.
- 1.5 In carrying out its duties as the managing authority, the Trust delivers significant regional and local benefits to land owning and managing agencies within the Park. These range from a strategic approach to recreational use to the protection of drinking water catchments, and involve the protection and preservation of assets and values for which the Park is reserved.
- 1.6 The CoH's management of Wellington Park is closely tied to its 2025 Vision and related Future Directions Statements, through the protection of the Park's natural beauty and quality environment, and the creation of a healthy and diverse community through participation in regional and community governance.
- 1.7 The Trust receives an annual grant from the State Government (the State) for general resourcing needs, and has obtained other external income from member agencies and grant programmes on a project basis. The recurrent funding from the

State forms its contribution to the administration of the Trust, and the preparation and implementation of the Management Plan and secondary planning strategies.

- 1.8 This Memorandum of Understanding (MoU) follows a previous agreement between the Trust and the CoH (the Parties) extending from 2007/08 – 2013/14. The agreement has resulted in significant benefits for the management of the Park and for the administration of the Wellington Park Office (refer Schedule 1). The purpose of this revised MoU is to again confirm the voluntary commitment of resources by the Parties to the administration and management of Wellington Park and the Wellington Park Office, and the implementation of the Management Plan.

## **2 Objectives of the MoU**

- 2.1 The Parties agree to implement the Management Plan and other planning strategies in accordance with the goals and objectives of the Act, this MoU and the Management Plan.
- 2.2 The Parties agree that this MoU forms the basis for voluntary contributions by the CoH to the workings of the Trust and co-ordination of the implementation of the Management Plan.

## **3 Contributions**

- 3.1 The Parties agree that the Trust will continue to provide administrative and financial contributions in accordance with recurrent funding obtained from the State as outlined in Schedule 2.
- 3.2 The Parties agree that administrative, strategic and financial contributions will be made by the CoH on an annual basis for five years commencing in the 2015/16 financial year as outlined in Schedule 2.
- 3.3 The Parties agree that recurrent financial contributions made by the CoH will be indexed to annual CPI increases (as at March of each year).
- 3.4 The Parties agree that financial contributions by the CoH will be made at the commencement of the relevant financial year and be held by the Trust in a dedicated account.
- 3.5 The Parties agree that, as this is a 5-year MoU, the CoH will provide confirmation of the following year's contribution by 30 June each year.
- 3.6 The Parties agree that other project contributions by the CoH may be negotiated on a case basis as may arise.

## **4 Review and Revision**

- 4.1 The Parties agree that the financial contributions in Schedule 2 will be reviewed and updated annually by the Parties and the other agreed roles and contributions in Schedule 2 reviewed when requested by either Party.

## **5 Acknowledgement**

- 5.1 The Parties acknowledge and agree that this MoU is not intended to be legally binding on either Party but is an accurate reflection of the Parties' good faith intentions.
- 5.2 The Parties agree to carry out their respective roles in the management of Wellington Park in a spirit of close cooperation and sharing of human and financial resources.
- 5.3 The Parties agree that CoH's support and financial contribution to the Wellington Park Office and CoH's on-ground management within the Park be appropriately promoted and acknowledged including relevant printed and electronic media relating to CoH's management area.



## SCHEDULE 1

### Strategic Planning and Management Achievements 2008-2014

#### AWARDS

- Best Practice Medals from the Parks Forum for 4 management categories

#### STRATEGIC PLANNING

- Myrtle Forest Picnic Area Conservation Policy 2008
- Wellington Park Sustainable Transport System 2009
- Springs Zone Interpretation Strategy 2009
- Strategic Plan 2008 – 2011
- Facilitation of the Greater Hobart Mountain Bike Master Plan 2011
- Facilitation of the Mountain Water Supply Conservation management Plan 2012
- Wellington Park Management Plan 2013
- Landscape Values Assessment Project 2013
- Framework for Aboriginal Heritage Management (commenced 2013)
- Historic Tracks and Huts Assessment Project 2014

#### SITE DEVELOPMENT AND MASTER PLANS

- Springs Zone Master Plan 2008
- Fern Tree Entry Node Master Plan (commenced 2014)

#### PROTOCOLS, STANDARDS AND PROCEDURES

- Bushfire Safety Policy and Standard Operating Procedure
- Working in Wellington Park Induction Kit (revised 2010)
- Non-emergency vehicle access protocol with the TFS
- Wellington Park Signage Manual (revised 2014)

#### REGULATORY INITIATIVES

- Regulations Awareness Programme
- Multi-agency Integrated Enforcement Activities
- Training of Authorised Officers

#### GRANT PROGRAMMES

- Bushfire Mitigation Programme 2008 (Australian Government): Security of water supply (waterhole refurbishment) \$136,500
- Bushfire Mitigation Programme 2008 (Australian Government): Repairs to Jefferys Track \$55,000
- Intergovernmental Forestry Agreement (2011): Feasibility study into a multi-day, multi-user recreation track from Hobart to Maydena through the Park (\$200,000)

#### MARKETING INITIATIVES

- Community and Agency Information Sheets
  - Horse riding (revised 2010)
  - Dog walking (revised 2011)
  - Pre-Visit Information (revised 2013)
  - Good Bushland Neighbour (revised 2014)
  - Bushwalking map and information sheet (new)
- Wellington Park Recreation Map updates (produced by TASMAPP)
- Wellington Park Papers No 1 2008
- Website development ([www.wellingtonpark.org.au](http://www.wellingtonpark.org.au))

#### COMMUNITY ENGAGEMENT

- Engagement framework for communications with the Aboriginal Community
- Coordination of Reference Groups
- Bi annual meetings of the Maintenance Coordinating Committee
- Support for Discovery Ranger Program
- Expansion of Regulations Awareness Program

#### INVESTIGATIONS AND RESEARCH

- Trial of anti-icing chemicals for Pinnacle Road
- Testing of selected waterholes for the presence of Chytrid fungus
- Wellington Park Wildlife monitoring network

## SCHEDULE 2

### 1. Agreed Roles and Responsibilities

1.1. The Trust will, in general, be responsible for:

- Preparation and revision of the Wellington Park Management Plan.
- Preparation of strategic management plans for the Park (eg the Wellington Park Fire Management Strategy, Walking Track Strategy, Mountain Bike Strategy) and co-ordination of Park-wide implementation.
- Preparation of Master Plans for specific areas of the Park (eg Springs Specific Area, Fern Tree Park Visitor Node).
- Preparation of policies, manuals and guidelines for specific uses and activities within the Park (eg the Wellington Park Signage Manual, Wellington Park Infrastructure and Design Manual, Wellington Park Hygiene Protocol).
- Issuing of licences and permits for commercial activities in accordance with the *Wellington Park Act 1993*, including guided tours and commercial filming.
- Processing Park Activity Assessments (PAA) and issuing permits for activities in the Park that are otherwise prohibited under the *Wellington Park Regulations 2009*.
- Approving any lease or licence to occupy land within the Park.
- Training and appointment of Authorised Officers under the Act.
- Issuing and maintaining a register of master keys for Park gates.
- Marketing and promotion of the Park.

1.2. The City of Hobart will, in general, be responsible for:

- Nominating 2 members and their deputies to sit on the Trust.
- Management and maintenance of built assets, implementation of land management programs (eg. fire, weed control, interpretation and volunteer management) and all on-ground works within its area of management responsibility as shown on Map 1 of the Management Plan, except for any works required to maintain or construct infrastructure not owned or operated by the CoH.
- Landowner consent for uses and developments on its freehold land.
- Issuing and maintaining a register of keys for Park gates within the CoH management area.
- Conducting expressions of interest for commercial uses and developments within the Springs Specific Area and Pinnacle Specific Area.
- Nomination of persons considered suitable to become Authorised Officers under the Act, it being noted that CoH by-laws do not apply within the Park.
- Issuing permits for exclusive use of the Pinnacle Observation Shelter in accordance with CoH's *Mount Wellington Observation Shelter – Hire Use Guidelines*.



- 1.3. The lists of roles and responsibilities in 1.1 and 1.2 are not exhaustive. Specific roles and responsibilities not agreed to above will be determined in accordance with the Act and/or Management Plan, or by mutual agreement between the Parties.

**2. Agreed Procedure for Approval of Uses and Developments**

- 2.1. The Trust undertakes to process Level 1 PAAs within 14 days and Level 2 PAAs within 42 days of receipt assuming additional information, or assessment by another agency, is not required. Level 3 PAAs are only required for major projects and it is likely that the Trust will need to refer these to various experts for assessment. Timeframes for these will be advised when they are received.

**3. Standing Permits for Routine Works of Negligible Environmental Impact**

- 3.1. The Management Plan allows permits to be issued for recurring site and or process specific maintenance activities and for extended timeframes to allow forward planning and resource allocation. The Trust will consult with the CoH regarding the provision of 5 year permits for routine, low risk activities. These permits will allow the activity to proceed without further approval as long as the conditions in the permit are complied with. Permit conditions may be reviewed and varied from time to time by the Trust in consultation with CoH.

**4. Visitor and Recreation Strategy**

- 4.1. Subject to the availability of funds, the Trust will prepare a Visitation Strategy for the Park in accordance with section 7.2.2 and 7.5.1 of the Management Plan. The Trust acknowledges CoH's role as the owner and management agency of the part of the Park with by far the highest visitation rate.
- 4.2. CoH will assist the Trust with preparation of the Visitation Strategy through financial and in kind support and representation on any steering committee for the project.

**5. Administrative Support**

- 5.1. The Trust will provide support through the services of the Wellington Park Office.
- 5.2. The CoH will provide the following recurrent administrative, technical, and accommodation support for the Wellington Park Office

Recurrent Services	Estimated Value for 2014/15 financial year
<b>Human Resource Services</b>	
Payroll, including payment of salaries, processing of leave and issuing of PAYG payment	\$2,400.00
<b>Financial Services</b>	
Invoicing, including accounts receivable and payable and general ledger maintenance  Financial reports, including monthly BAS, provision of monthly reports and annual financial statements and audit	\$6089.81
<b>Information and Communication Technology Services</b>	
Provision of computer hardware and software (annual licences)  Data Storage  Help desk service  Telephones	\$9,271.00

<b>Office Space</b>	
Provision of office space	\$9,000.00
<b>Administrative Services</b>	
Officer support for Trust meetings, distribution of agendas/minutes.  General administrative support including normal postage, normal photocopying and printing and other resourcing requirements appropriate for the Office	\$1,190.00

- 5.3. CoH may, by agreement, provide other administrative support as sought by the Trust. This may include:
- Recruitment services and general HR advice;
  - Copies of management strategies;
  - General personnel development and training opportunities; and
  - Specific training relevant to the CoH's management practices.

**6. Strategic Support**

- 6.1. The Trust, through the Wellington Park Office, will provide strategic, policy, planning and technical support services to CoH as it relates to matters arising in, and influencing, Wellington Park.
- 6.2. CoH will provide technical advice and planning support on a case by case basis where such advice is relevant to CoH's management area, particularly as it may relate to natural resource management, strategic land-use planning, and cultural heritage management, and subject to the availability of resources.
- 6.3. CoH will provide specialist project design and management services relevant to the CoH's management area and purposes.
- 6.4. The Parties will provide shared access to spatial information datasets as negotiated on a case by case basis. Copyright will be protected at all times.
- 6.5. CoH will provide appropriate representatives for membership of committees and working groups dealing with management and development issues in the Park including:
- Wellington Park Management Trust;
  - Management Advisory Committee;
  - Maintenance Co-ordinating Committee;
  - Regulations Awareness Programme Steering Committee; and
  - Other relevant issue-based reference groups and steering committees.

**7. Management Advisory Committee**

- 7.1. The Trust will reconstitute the Management Advisory Committee as the primary body to advise the Trust on:
- Development of a Corporate Strategy to implement the Wellington Park Management Plan
  - Development of strategic plans and master plans for specific parts of the for the Park
  - Issues to be addressed in level 2 and 3 PAAs and their assessment

- 7.2. The Management Advisory Committee will have the status of a statutory committee under section 12 of the Wellington Park Act. Its terms of reference will be determined in consultation with the Park management agencies.
- 7.3. CoH will provide a suitable representative to sit on the Management Advisory Committee as well as technical and other expertise as may be required by the Committee from time to time.

## **8. Regulatory Support**

- 8.1. The Trust will provide direct regulatory support to the CoH via the employment of a Wellington Park Ranger. The Ranger will assist in the implementation of regulatory initiatives on CoH land both within and outside of Wellington Park and assist in the training and mentoring of CoH Authorised Officers.
- 8.2. CoH will provide direct regulatory support to the Trust through the nomination of Authorised Officers under the Wellington Park Act, and the involvement of these officers in the Regulations Awareness Program (RAP), subject to the availability of resources.
- 8.3. The Trust will reconstitute the Regulations Awareness Program Steering Committee to oversee the RAP and assist the Wellington Park Ranger. The role of the committee will include:
  - Reviewing Authorised Officer training and RAP procedures
  - Reviewing the effectiveness of the program
  - Setting directions for the program including identifying opportunities for the program to provide a greater visitor services function
  - Developing strategies to deal with particular issues (eg Illegal trail construction, trail bikes, dogs off lead etc.)
  - Developing a communications strategy
  - Coordinating RAP activities across the Park
  - Establishing and maintaining links with Tasmania Police
  - Monitoring and evaluation of the RAP
- 8.4. CoH will provide a suitable representative to sit on the Regulations Awareness Program Steering Committee, as well as technical and other expertise as may be required by the Committee from time to time.

## **9. Financial Support**

- 9.1. The Trust will contribute \$110,000 in recurrent funding for administration and strategic planning.
- 9.2. The CoH will contribute the following:

### Recurrent Funding

- Regulations Awareness Program Support \$28,138
- Cultural Heritage Support \$15,605

### Administrative, Technical and Accommodation Support

Annual grants to offset CoH's administrative and technical support for the Trust.

### Project Funding

As negotiated for relevant projects undertaken jointly by the Trust and CoH.

## **10. Sharing of Income from Leases, Licences and Permits**

- 10.1. The Trust issues licences for commercial activities in the Park under the *Wellington Park Act 1993*. Under an agreement with DPIPWE, joint licences are issued to businesses that also operate in Forestry Tasmania and Parks and Wildlife Service managed land by the PWS Commercial Visitor Service (CVS). The Trust does not derive any income from these licences, though the CVS charges an application and annual fee to cover its administrative costs. The Trust does not charge a fee for other activities (such as scientific research, access to fire trails etc) that require a permit under the *Wellington Park Regulations 2009*.
- 10.2. The Trust issues permits for commercial filming within Wellington Park and charges a small fee for the permit based on the size of the crew involved and the duration and requirements of the production (eg is exclusive use of an area required, use of props etc.)
- 10.3. The Trust acknowledges that some filming may require CoH assistance (e.g. staff to direct traffic, open gates, trim vegetation etc.). In this case the Trust will discuss with CoH inclusion of an amount in the fee to offset CoH's costs and pass this on to CoH.
- 10.4. Sharing of income from leases and other commercial activities within the CoH owned section of the Park will be negotiated on a case by case basis.

## **11. Forward Planning**

- 11.1. The Parties will jointly develop a rolling three year action plan which documents forthcoming initiatives under the MOU as well as implementation of the Management Plan.
- 11.2. The Parties will, prior to the start of the financial year, consult and agree on the activity program for the Trust's Cultural Heritage Coordinator within the CoH managed part of the Park.

## **12. Information Sharing**

- 12.1. The Parties will freely share information relating to planning and management in the Park and will consult and collaborate on preparation of project briefs and reports, including those for Trust and Council meetings, subject to any confidentiality requirements.

**3. CLOSED PORTION OF THE PARKS AND RECREATION COMMITTEE  
AND THE GOVERNANCE COMMITTEE MEETING**

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The following items were discussed:-

- Item No. 1.      Indications of Pecuniary and Conflicts of Interest
- Item No. 2.      Wellington Park Management Trust - File Ref: 70-42-15  
                         LG(MP)R 15(2)(g)