

From: [Heydon, Cynthia](#)
To: [Taranto, Paul](#)
Subject: RE: Collins St CoH cycleway project info
Date: Friday, 27 September 2024 8:08:00 AM

Hi Paul,

Apologies for the delay in responding.

Under the Grant Deed for this funding the only termination clause is where the Recipient (City of Hobart), defaults (or a Default Event occurs) on the Grant Deed. Default Events are defined in Clause 9.1 of the Grant Deed, and include:

Each of the following events is a Default Event for the purposes of this Deed:

- (a) (Breach not capable of being remedied): If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) (Failure to remedy breach): If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) (Repudiation): If the Recipient repudiates this Deed.
- (d) (Natural person): If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the Corporations Act 2001 (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) (Body corporate related events): If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the Corporations Act 2001 (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) (Representation): If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

To date there has been no Default Events.

s.27

s.31

Happy to discuss if **s.31**

Cheers,
Cynthia

Cynthia Heydon | Deputy Secretary, Transport
Department of State Growth
4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001
Phone: (03) 6166 3346
Mobile: **Out of Scope**
www.stategrowth.tas.gov.au

Courage to make a difference through
TEAMWORK | INTEGRITY | RESPECT | EXCELLENCE

In recognition of the deep history and culture of this island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past, and present custodians of the Land.

From: Taranto, Paul <Paul.Taranto@dpac.tas.gov.au>
Sent: Friday, September 13, 2024 1:09 PM
To: Heydon, Cynthia <Cynthia.Heydon@stategrowth.tas.gov.au>
Subject: Fwd: Collins St CoH cycleway project info

You don't often get email from paul.taranto@dpac.tas.gov.au. [Learn why this is important](#)
1 of 2 emails

Regards
Paul

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From: Moroni, Elspeth <Elspeth.Moroni@stategrowth.tas.gov.au>
Sent: Monday, September 9, 2024 2:46 PM
To: Taranto, Paul <Paul.Taranto@dpac.tas.gov.au>
Subject: Collins St CoH cycleway project info

You don't often get email from elspeth.moroni@stategrowth.tas.gov.au. [Learn why this is important](#)
Hi Paul

As discussed earlier today, our thoughts are:

- Collins Street is a CoH owned road
- State Growth has a specific Better Active Transport in Greater Hobart grant program to improve safety and provide additional infrastructure – details on our website here: https://www.infrastructure.tas.gov.au/policy_and_advice/active_transport# and under

the "Grant programs" header:

- This highlights the Round 1 was a \$30k grant to CoH for planning of their Collins St cycleway
- This also lists the Round 2 grant of \$170k towards construction of the CoH Collins St cycleway
- This second grant has not yet been activated since we are awaiting confirmation of the approval of their design by Council
- We understand this approval is going to Council in coming weeks
- Details of the grants and approval dates, which were all approved and advised by the previous Transport and Infrastructure Minister and included on the website
- This project has been around for a while, and identified in the Hobart City Deal, plus in the Greater Hobart Cycling Plan
https://www.transport.tas.gov.au/_data/assets/pdf_file/0020/111089/FinalStrategyMapSth.pdf – so well established and Tasmanian Government Endorsed Plans, and this shows that Collins St is part of Greater Hobart's "Principle Cycling Network"
- There is also an agreed Network Operations Plan (NOP) between CoH and DSG, which was also an agreed action under the Hobart City Deal:
<https://www.hobartcity.com.au/files/assets/public/v/1/council/strategies-and-plans/inner-hobart-transport-network-operations-plan.pdf>
 - p12 shows this strategic road user hierarchy for cycling
 - This plan also shows Collins St are a connected bus network (p14) and strategic walking network (p11)
- It may be worth while talking to Road User Services about PT impacts as discussed

s.27

Regards
Elspeth

Elspeth Moroni | Acting General Manager State Roads
Transport Division | Department of State Growth
PH: 6165 5356 | MB: **Out of Scope**
elspeth.moroni@stategrowth.tas.gov.au

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From: [Moroni, Elspeth](#)
To: [Taranto, Paul \(DPaC\)](#)
Subject: RE: Collins St CoH cycleway project info
Date: Tuesday, 10 September 2024 3:56:00 PM

Hi Paul

I have some further info in relation to the Ministers powers (or not) from our legislative team:

1. Minister Abetz/the department is responsible for administering the *Traffic Act 1925*, *Transport Act 1981* and *Greater Hobart Act 2019* (GHA):
<https://www.legislation.tas.gov.au/lt/administrativearrangements>

The Transport Commission has the function of devising, initiating, and carrying out measures for the co-ordination, improvement, and economic operation, of the means of, and facilities for, transport in Tasmania: *Transport Act*, s 6(1) (a). The Minister has power that is limited to requiring the Commission to exercise its powers and perform its functions, and the Minister's power can't exceed the scope and purpose of the Act: s 7(4)(a).

2. The Minister's power in relation to the Collins Street project is also circumscribed by the *Greater Hobart Act*.

Section 4(1) of the GHA provides that the object of the Act is to assist Greater Hobart area councils and the State Government to better coordinate (a) the efficient use of infrastructure; and (b) ease of access to infrastructure, in all locations, for persons of all abilities and needs ... so as to improve the health and wellbeing of persons, and enable the Greater Hobart Objectives to be achieved, in the Greater Hobart area. Section 4(2) provides that the principal way in which this object is to be achieved is by establishing a process for the formation and implementation of a work program that seeks to further the Greater Hobart Objectives in the Greater Hobart area. Section 5(2)(b) provides that one of the Greater Hobart Objectives is 'to facilitate the efficient and safe flow of transport, to improve access to, and to further the use of, public passenger transport, and to encourage and promote the use of transport with low-carbon emissions, in the Greater Hobart area'.

s.31



I know this is all a big legalese, however I thought it was important for you to understand the wider context.

Regards
Elspeth

Elsbeth Moroni | Acting General Manager State Roads
Transport Division | Department of State Growth
PH: 6165 5356 | MB: **Out of Scope**
elsbeth.moroni@stategrowth.tas.gov.au

From: Taranto, Paul <Paul.Taranto@dpac.tas.gov.au>
Sent: Monday, September 9, 2024 2:48 PM
To: Moroni, Elspeth <Elsbeth.Moroni@stategrowth.tas.gov.au>
Subject: Re: Collins St CoH cycleway project info

Thank you Elspeth!

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Duplicate



From: [Heydon, Cynthia](#)
To: [Taranto, Paul \(DPaC\)](#)
Cc: [Office of the Deputy Secretary Transport](#)
Subject: RE: Collins St CoH cycleway project info
Date: Monday, 7 October 2024 2:58:00 PM
Attachments: [Grant Program Guidelines - Better Active Transport in Greater Hobart - 2023 Round 1.DOCX](#)
[City of Hobart - Better Active Transport in Greater Hobart Round 2 2024.pdf](#)

Hi Paul,

Please find attached a copy of the grant guidelines and Colins St grant project deed.

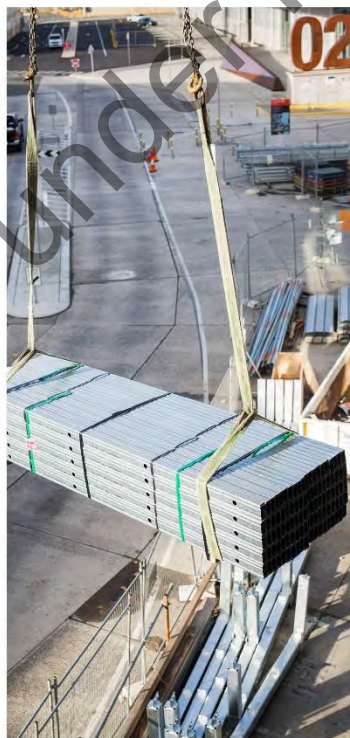
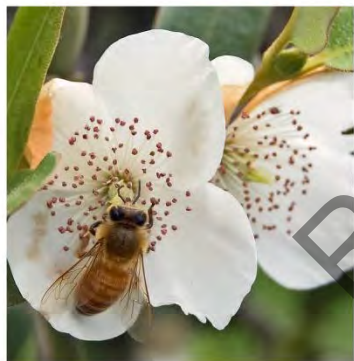
Cheers,
Cynthia

Duplicate



Grant program guidelines for the
Greater Hobart Cycling Plan –
Round 1, 2023

Better Active Transport in Greater Hobart



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Version number	Updated on	Updated by	Approved by
V7	11 January 2023	Dusty (Dustin) Moore	

Better Active Transport in Greater Hobart 2023

In recognition of the importance of active transport infrastructure, the Tasmanian Government has made a commitment of \$2 million to assist the delivery of the Greater Hobart Cycling Plan.

The Better Active Transport in Greater Hobart Grant Program aims to:

- provide an opportunity for Hobart City Deal local government partners to develop and construct upgraded, new or extended active transport infrastructure at priority locations identified in the Greater Hobart Cycling Plan.
- increase active transport accessibility through improved amenity, ease of use and safety, enhancing the travel experience, thereby leading to a greater number of active transport users.
- increase local government capacity to design and build active transport infrastructure.
- improve recognition and understanding of the importance that active transport infrastructure plays in providing mode choice and thereby helping reduce traffic congestion and vehicle operating costs, improving health and the environment, and saving on other infrastructure spending across all Greater Hobart local governments and communities.

The grant program will run annually over a four-year period, or until funds are exhausted, and will be reviewed after the first two years. The Department of State Growth reserves the right to revise or discontinue the program at this point.

1. Eligibility criteria

For any queries about the eligibility criteria, contact: activetransport@stategrowth.tas.gov.au

Applicants may be asked to supply documentation to support their eligibility claims, as part of the application process, or as part of an audit process.

To be eligible for a grant, applicants must:

- be a Hobart City Deal local government partner
- provide evidence of agreement from the Greater Hobart Transport Working Group (Hobart City Deal) of project ranking within the Greater Hobart Cycling Plan priority list (see section 4 for further information on active transport infrastructure prioritisation) – evidence must be in the form of meeting minutes
- not include bicycle infrastructure maintenance activities as part of their project
- be able to demonstrate readily available funding to support an application with a co-contribution – Tasmanian Government funding is up to 50 per cent of the proposed project
- be able to demonstrate the project can commence by the end of the financial year for which the applicant applied
- unless otherwise agreed in writing by the Department of State Growth, acquit any existing or previous grants from the Better Active Transport in Greater Hobart Grant Program before entering into another grant agreement under the Better Active Transport in Greater Hobart Grant Program.

2. Assessment criteria

Applications will be assessed against the following criteria:

1. the order in which the project is listed in the Greater Hobart Cycling Plan priority list;
2. A. for construction projects, provide detailed designs ready for construction (i.e. 'shovel ready') that use a '[safe systems](#)' approach, and a complete project plan for delivery of the works, which is to include a risk management plan and budget details; or
2. B. for non-construction projects, provide the planning and or design work completed to date, and evidence of the ability to progress the

proposed planning / consultation / design with grant funding.

3. Infrastructure prioritisation

The Tasmanian Government commitment for active transport infrastructure represents a large injection of funding and will deliver a significant improvement to active transport infrastructure in Greater Hobart. However, constructing the entire Greater Hobart Cycling Plan will exceed what can be achieved with the current funding allocation.

To ensure the active transport infrastructure funds are used effectively, a prioritisation framework has been developed to create a priority list.

The prioritisation framework is outlined below.

Measure
Readiness – design, approvals and consultation underway or complete
Technical difficulty
Political support
Catchment – mode shift* opportunity
Strategic importance to the cycling network
Safety improvements

The priority list is dynamic, with 'readiness' being a strong determinant of ranking on the list.

* **Mode shift** means a change from one form of transportation to another. In the case of this program, the focus is on a shift from private car use to cycling.

4. Timeframes

No applications will be accepted after the closing date.

Description	Date/time
Program opens – Round 1	1 February 2023 10:00 am
Program closes – Round 1	22 March 2023 2:00 pm
Applicants notified (estimated date)	7 April 2023
Recipients to submit evidence of completing Round 1 works and a financial acquittal	30 June 2024
Rounds 2 and 3 to open in November 2023 and 2024 respectively.	Anticipated during the first week of November 2023 and 2024.
Rounds 2 and 3 to close for applicants in December 2023 and 2024 respectively.	Anticipated during the first week of December 2023 and 2024.
Department of State Growth to advise councils of the arrangements for Round 4, subject to funding.	TBA

During the assessment process the department may, at its discretion, require further information to support or clarify an application. This information must be provided within three working days, unless otherwise advised. Failure to provide further requested information within the timeframe may result in the application being unsuccessful.

All applicants will receive a notification on the progress of their application and, where possible, the outcome of the application within 15 working days of submission.

5. Application process

The Department of State Growth uses an online grants management system called SmartyGrants. This system is easy to use and accessible via mobile phones, tablets, laptops and personal computers.

Applicants should read the guidelines carefully before starting an application. The application form is designed to help structure applicants' responses to then eligibility and assessment criteria.

There will be no opportunity to change an application once it has been submitted. Applicants should, therefore, ensure that all supporting documentation provided is accurate and is attached correctly before submitting.

Applicants should complete and lodge an application online via SmartyGrants from the Transport Services website www.transport.tas.gov.au.

Following the submission of the application via SmartyGrants, applicants will receive an automatic receipt of their application. This receipt will include details of the application and a unique application ID.

Applications will be assessed by the Transport Network Planning Branch (Branch), within Infrastructure Tasmania.

Applicants will be advised of the outcome of their application once considered by the Branch.

6. Appealing a decision

The appeals process is designed to ensure that all applicants have been treated fairly and consistently in applying for Department of State Growth grants. The Department will consider appeals relating to administrative process issues in grants management.

All requests must be in writing and should be addressed to the Director of the business unit where the application was assessed.

Your request must be received within 28 days from the date of the Department of State Growth notifying you of the decision about your application. For further information about the process, contact: activetransport@stategrowth.tas.gov.au

7. Grant payments

Successful applicants will be asked for their bank account details to process grant payments. This bank account must be in the same name as the individual, business or organisation that applied for the grant. Applicants may be asked to provide a copy of their bank statement or a letter from their bank to confirm their bank account details.

Providing incorrect bank account details may result in funds being paid to an incorrect account. These funds will need to be returned to us before we attempt another grant payment. This process may result in significant delays in funding being received. Additionally, we cannot guarantee that funds paid to an incorrect bank account will be returned to us.

If a grant recipient:

- does not complete the activities or tasks required under the funding agreement,
- does not use any or all of the funding provided,

the recipient will be required to return some or all of the funds to the department.

Similarly, if

- the information provided to us is found to be false or misleading, or
- the recipient's situation changes in a way that prevents completion of the agreed project

the recipient will be required to return some or all of the funds to the department.

8. Taxation and financial implications

Grants distributed under the program attract GST. Grant payments to successful applicants, who are registered for GST, are increased to compensate for the amount of GST payable. Where GST applies to the grant funding, a valid tax invoice must be supplied by the successful applicant to the department.

The receipt of funding from this program may be treated as income by the Australian Taxation Office (ATO).

It is strongly recommended that, prior to submitting an application, potential applicants seek independent advice from a tax advisor, financial advisor and/or the ATO, about the possible tax implications for receiving the grant.

9. Acquittal

An acquittal is a statement made by a grant recipient, confirming that the grant funding was used as per the funding agreement. Unless otherwise stated, it is a requirement that all Department of State Growth grants are acquitted.

8.1 How to acquit a grant

An acquittal form will be provided to recipients, asking for information about the activities and expenditure relating to the grant. Evidence such as quotations, invoices, receipts, statements, reports, etc., are also required to support the acquittal.

The department may ask recipients to provide a Statement of Expenditure certified by an independent, professional auditor. In this situation the recipient will be responsible for the cost of obtaining the certified Statement of Expenditure.

8.2 Failure to complete an acquittal

Failure to lodge a valid acquittal by the due date will result in the recipient being required to return the funding to the department. In this situation the department will invoice the recipient.

10. Administration and contact details

The program will be administered by the Department of State Growth on behalf of the Crown in the Right of Tasmania. Contact activetransport@stategrowth.tas.gov.au.

9.1 Note

All applicants must take care to provide true and accurate information. Any information that is found to be false or misleading may result in action being taken and grant funds, if already provided, will be required to be repaid to the department.

11. Publicity of grant assistance

The Department of State Growth disburses public funds and is therefore accountable for the distribution of those funds. As part of the accountability process, the department may publicise the level of financial assistance, the identity of the recipient, the purpose of the financial assistance, and any other details considered by the department to be appropriate.

12. Right to information

Information provided to the Department of State Growth may be subject to disclosure in accordance with the *Right to Information Act 2009*.

13. Confidentiality

The Tasmanian Government may use and disclose the information provided by applicants for the purposes of discharging its respective functions under the Program Guidelines and otherwise for the purposes of the program and related uses.

The department may also:

1. Use information received in applications for any other departmental business.
2. Use information received in applications and during the delivery of the project for reporting purposes.

14. Personal information protection

Personal information will be managed in accordance with the *Personal Information Protection Act 2004*.

This information may be accessed by the individual to whom it related, on request to the Department of State Growth. A fee for this service may be charged.

15. Disclosure

The following applies to all successful applicants:

- Despite any confidentiality or intellectual property right subsisting in the grant funding agreement or deed, a party may publish all or any part of the grant funding agreement or deed without reference to another party.
- Please note that all obligations under the *Personal Information Protection Act 2004* (Tas) and the *Privacy Act 1988* (Cwlth) still apply.

16. Disclaimer

Although care has been taken in the preparation of this document, no warranty, express or implied, is given by the Crown in Right of Tasmania, as to the accuracy or completeness of the information it contains.

The Crown in Right of Tasmania accepts no responsibility for any loss or damage that may arise from anything contained in or omitted from or that may arise from the use of this document, and any person relying on this document and the information it contains does so at their own risk absolutely.

The Crown in Right of Tasmania does not accept liability or responsibility for any loss incurred by an applicant that are in any way related to the program.

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Department of State Growth

GPO Box 536
Hobart TAS 7001 Australia

Phone: 1800 030 688

Email: activetransport@stategrowth.tas.gov.au

Web: www.transport.tas.gov.au

Released under RTI



Grant deed

Grant program: Better Active Transport in Greater Hobart Grant
Program – Round 2, 2024

The Crown in Right of Tasmania
(represented by the Department of State Growth)
(Grantor)

and

City of Hobart
(Recipient)

OCS NS PRECEDENTS
Grant Docs-Grant deed (short form) template-3-2014
(December 2014)

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Grant deed

Details and recitals

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of State Growth)
Short form name	Grantor
Notice details	State Roads 4 Salamanca Place Hobart, TAS 7000 Australia GPO Box 536, Hobart, TAS 7001 Telephone: (03) Out of Scope Email: activetransport@stategrowth.tas.gov.au Attention: Out of Scope

Name	City of Hobart
ACN/ARBN/ABN	39 055 343 428
Short form name	Recipient
Notice details	16 Elizabeth Street, Hobart, TAS, 7000, Australia Telephone: (03) Out of Scope Email: Out of Scope Attention: Out of Scope

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Released under RTI

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To assist the Recipient with the construction of cycling infrastructure at Collins Street and Castray Esplanade, and the planning of cycling infrastructure at Augusta Road in accordance with its Applications submitted under the Better Active Transport in Greater Hobart Grant Program – Round 2, 2024.	
Item 2 (clause 2.1):	Grant Amount
\$290,000 (two hundred and ninety thousand dollars), GST exclusive, is payable in accordance with Item 3.	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant is payable one instalment as follows: Instalment 1: \$290,000 Payment of the grant is subject to the Recipient satisfying all applicable Conditions precedent set out in Item 4.	
Item 4 (clause 3.2 (a))	Conditions precedent to payment of the Grant
With respect to, a) Instalment 1: execution of this Deed. Payment of the related Instalment will be made on receipt of a valid invoice from the Recipient.	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date of this Deed.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
30 June 2025	
Item 7 (clause 7.2):	Reporting requirements
The Recipient must provide to the Grantor: a) Quarterly Progress Updates submitted no later than twenty (20) business days after the end of each quarterly period; b) a Final Report no later than twenty (20) Business days after the Date for completion of the Approved Purpose, and which includes photographs evidencing completion of the Approved Purpose; and c) an acquittal of funds, to be submitted by the date of the final report, that includes: i. a detailed statement of income and expenditure in respect of Funding, showing the Recipient's cash and/or in-kind contribution to the combined minimum value of \$580,000;	

- ii. a definitive statement as to whether the accounts are true and fair, attested by the Chief Financial Officer or equivalent.

All other information and reports requested by the Grantor of the Recipient must be provided within ten (10) business days.

All information, submissions and reports must be in a form and of a substance satisfactory to the Grantor.

Item 8 (clause 10): Special terms and conditions

The Recipient agrees:

- a) to be responsible for the ongoing maintenance of the Approved Purpose pursuant to any law including, but not limited to, those contained in the *Roads and Jetties Act 1935* (Tas);
- b) that, in the event that the Recipient desires a Significant Change to the Approved Purpose, then it must first make a written application to the Grantor. The Recipient must obtain the written approval of the Grantor before undertaking the Significant Change to the Approved Purpose;
- c) to notify the Grantor of any changes to the scope of the Approved Purpose, apply for timeline adjustments, submit milestone and final reports (if requested by the Grantor), and submit of interim and final invoices in accordance with Clause 12;
- d) that if the total cost of the project is less than \$580,000, the total project cost will be split equally between the Grantor and Recipient. The Grantor will invoice the Recipient for repayment of the differences between the Grant Amount and the 50% share of the actual cost;
- e) to obtain, at its own cost, any and all necessary approvals from any relevant Government Body required to undertake the Approved Purpose including those relating to environmental, cultural, flora, fauna and heritage matters;
- f) to ensure that the design and installation of the Approved Purpose is in accordance with any applicable Australian Standards and/or Austroads Guides;
- g) to participate in any funding evaluation that may be undertaken by the Grantor;
- h) that any interest received and/or accrued on the Grant is to be used for the Approved Purpose;
- i) to give to the Grantor or an Authorised Officer of the Grantor, reasonable access to any premises for the purposes of carrying out a site visit to monitor the Recipient's compliance with this Deed;
- j) without limiting anything in Clause 5, to recognize the Grantor's assistance if and when promoting the project, including but not limited to information placed on the Recipient's website and social media accounts, media releases, media launches and in media interviews. In such instances the phrase "*the Better Active Transport in Greater Hobart Grant Program – Round 2, 2024 is supported by the Tasmanian Government*" must be adopted; and

- k) without limiting anything in Clause 5, agrees that the Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter; and
- l) to allow photos taken and information gathered for the purpose of auditing and completing the Approved Purpose, to be used by the Grantor in both internal and publicly available databases and other publications.

GLOSSARY

“Application” means the Recipient’s Application and designs submitted under Better Active Transport in Greater Hobart Grant Program – Round 2, 2024 and as approved by the Grantor.

“Australian Standards” means a standard published by Standards Australia Limited.

“Austroads Guides” means a guide published by Austroads.

“Austroads” means the peak organisation representing Australian and New Zealand road authorities.

“Government Body” means any body politic, any government (federal, state or local), or any governmental, administrative or judicial body, department, authority, commission, tribunal, delegate, instrumentality or agency.

“Quarterly Progress Updates” means a report that details the Recipients progress in delivering the Approved Purpose, expenditures to date, and any Relevant Matter or adverse matters that may affect or materially delay the Recipient carrying out the Approved purpose, or the performance by the Recipient of its obligations under this Deed.

“Significant Change” means a material change to any of the scope, program or cost of the Approved Purpose from that approved by the Grantor; including the use of different infrastructure treatments from those detailed in the Application.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (c) principles of law or equity established by decisions of courts;

- (d) legislation and subordinate legislation; and
- (e) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (f) the performance by the Recipient of its obligations under this Deed;
- (g) the receipt, use or expenditure of the Grant;
- (h) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (i) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (j) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (k) any breach of this Deed by the Recipient;
- (l) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach)**: If:
- (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
- (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events)**: If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
- (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation)**: If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.

- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;

- (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:

- (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
 - (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

Being a person who has authority to sign this Deed on behalf of the Grantor

*Print name and position:

Witness' signature:
→

*Witness print name and position:

*Use BLOCK LETTERS

*Witness print address:

Date - to be inserted at the point of execution by the Grantor

Signing by the Recipient

The common seal of **City of Hobart** has been hereunto affixed this _____ day of _____ pursuant to a resolution of Council delegating authority to the General Manager to affix the Corporation's Seal:

General Manager's signature:
→

Print Name*

Seal:
→

*Use BLOCK LETTERS

Out of Scope



-----Original Message-----

From: Heydon, Cynthia

Sent: Wednesday, October 9, 2024 9:02 AM

To: Taranto, Paul (DPaC) <Paul.Taranto@dpac.tas.gov.au>

Subject: Emailing: Minute - Minister for Transport - Collins Street Bike Lanes Grant DRAFT

Hi Paul,

Attached is a draft Minute for the Minister on the Collins St Bike project and State funding.

Let us know any feedback before we look to finalise this.

Cheers,
Cynthia

Released Under

Dept. Ref _____
 Critical Signing Date _____

APPROVED/NOT APPROVED	
SIGNED:	_____
DATE:	_____

MINUTE FOR THE MINISTER FOR TRANSPORT

**SUBJECT: COLLINS STREET BIKE LANES GRANT
 IMPACTS ON POTENTIALLY WITHDRAWING FROM THIS GRANT**

Minister's notation:

Recommendation:

That you:

s.27

Current Situation:

The City of Hobart applied for and was subsequently deemed successful per the grant program's criteria to receive funding under Round 2 of the Better Active Transport in Greater Hobart grant program for the following projects:

- Construction of the Collins Street tactical cycleway - \$170,000 in grant funds
- Construction of the Castray Esplanade shared path upgrade - \$70,000 in grant funds
- Planning for Augusta Road bike lanes - \$50,000 in grant funds

The following is a summary of the correspondence that has occurred with the City of Hobart regarding their grant applications:

- In June 2024, the City of Hobart (CoH) was informed of their successful application via a letter from the CEO Infrastructure Tasmania.
- State Growth issued a single grant deed for all three projects listed above in advance of Hobart City Council formally approving the Collins Street bike lane project on 16 September 2024,
- State Growth has not yet received the signed grant deed from the CoH for State Growth's counter signature.

The grant deed is not executed until it has been countersigned by the department.

s.27

Transport Group has discussed this with State Growth's Legal Services

s.31

Reputational Damage

- The Collins Street bike lanes are part of the Greater Hobart Cycling Plan, developed as part of Hobart City Deal and the State's funding contribution to the project is publicly known.
- The CoH announced on 17 September that:
 - It had completed three months of business and stakeholder engagement regarding the Collins Street bike lanes and has modified the design based on this engagement.
 - Its elected members approved the Collins Street bike lane project for a two year trial.
- State Growth has recently announced the reduced active transport upgrades to the Tasman Bridge shared use paths due to engineering constraints, which CoH was publicly critical about, and are likely to be publicly critical of withdrawing funding for the Collin St project.

s.27

Financial Damages

- The grant funding has a 50/50 match requirement, and as CoH may have started spending its portion of the project funds based on the communications to date that it was successful for receiving State matching funds for the project, CoH could seek legal action against State Growth for reimbursement of funds it has spent or contracted for on the project.
- State Growth provided \$30,000 in funding under Round 1 of the Better Active Transport in Greater Hobart grant program to progress plans for the Collins Street bike lanes

s.31

s.27

Cynthia Heydon
Deputy Secretary, Transport

DD October 2024

Prepared by:
Position:
Email:
Date:
Phone:



Cleared by:
Position:
Email:
Date:
Phone:

DRAFT
Released under RTI

Out of Scope

From: Heydon, Cynthia <Cynthia.Heydon@stategrowth.tas.gov.au>
Sent: Thursday, October 10, 2024 3:01 PM
To: Taranto, Paul (DPaC) <Paul.Taranto@dpac.tas.gov.au>
Cc: Moroni, Elspeth <Elspeth.Moroni@stategrowth.tas.gov.au>
Subject: RE: Emailing: Minute - Minister for Transport - Collins Street Bike Lanes Grant DRAFT

Thanks Paul. We will get this sent out today and advise you.

Cynthia

From: Taranto, Paul <Paul.Taranto@dpac.tas.gov.au>
Sent: Thursday, 10 October 2024 2:25 PM
To: Heydon, Cynthia <Cynthia.Heydon@stategrowth.tas.gov.au>
Cc: Moroni, Elspeth <Elspeth.Moroni@stategrowth.tas.gov.au>
Subject: Re: Emailing: Minute - Minister for Transport - Collins Street Bike Lanes Grant DRAFT

2 changes below:

Further to our email of 16 September with a copy of the Grant deed for Round 2 of the Better Active Transport in Greater Hobart Grant Program, I am writing to advise that that execution of that deed is on hold pending Government consideration of the Collins Street tactical cycleway following concerns raised by the community.

To enable the progression of the other two active transport projects, State Growth is able to provide an amended deed for the below projects:

- *Construction of the Castray Esplanade shared path upgrade*
- *Planning for Augusta Road bike lanes*

Government remains committed to funding Active Transport solutions in Hobart and is supportive of the overall grant funding commitment \$290,000 for active transport improvements in Hobart provided under Round 2. While there is consideration of the issues raised about Collins Street tactical cycleway, the Government is keen to work with Council on other active transport opportunities and initiatives that could be delivered as part of Round 2.

We will arrange a meeting shortly with you to discuss other opportunities as well as have an amended deed sent through early next week.

Get [Outlook for iOS](#)

From: Heydon, Cynthia <Cynthia.Heydon@stategrowth.tas.gov.au>

Sent: Thursday, October 10, 2024 1:08 PM
To: Taranto, Paul <Paul.Taranto@dpac.tas.gov.au>
Cc: Moroni, Elspeth (StateGrowth) <Elsbeth.Moroni@stategrowth.tas.gov.au>
Subject: RE: Emailing: Minute - Minister for Transport - Collins Street Bike Lanes Grant DRAFT

Hi Paul,

Below is proposed email to the council we will send today advising the hold on Collins St.

Hello,

Further to our email of 16 September with a copy of the Grant deed for Round 2 of the Better Active Transport in Greater Hobart Grant Program, I am writing to advise that that execution of that deed is on hold pending Government consideration of the Collins Street tactical cycleway following concerns raised by adjoining business owners.

To enable the progression of the other two active transport projects, State Growth is able to provide an amended deed for the below projects:

- *Construction of the Castray Esplanade shared path upgrade*
- *Planning for Augusta Road bike lanes*

Government remains committed to funding Active Transport solutions in Hobart and is supportive of the overall grant funding commitment \$290,000 for active transport improvements in Hobart provided under Round 2. While there is consideration of the issues raised about Collins Street tactical cycleway, State Growth is keen to work with Council on other active transport opportunities and initiatives that could be delivered as part of Round 2.

We will arrange a meeting shortly with you to discuss other opportunities as well as have an amended deed sent through early next week.

Let me know if the Minister is comfortable with this approach and we will confirm when sent.

Cheers,
Cynthia

From: Heydon, Cynthia
Sent: Wednesday, 9 October 2024 4:00 PM
To: Taranto, Paul (DPaC) <Paul.Taranto@dpac.tas.gov.au>
Subject: RE: Emailing: Minute - Minister for Transport - Collins Street Bike Lanes Grant DRAFT

Hi Paul,

Further to other queries please see below and attached:

- Copy of letter that went to Council with the deed – no letter, email officer to officer (attached CM Ref D24/234111)
- What other proposals/projects did CoH have that didn't get funded – i.e. what would

have been next inline for funding if Collins St wasn't funded? – will need to check with team, so will get advice on this

- How much will Collins St be narrowed by the bike path and what length is the proposed path? Mole to Murray St – length 680 metres

Ref: Item 11 on 16 Sept meeting

https://hobart.infocouncil.biz/Open/2024/09/CO_16092024_AGN_1906_AT_WEB.htm

Width varies refer to design plans here:

https://hobart.infocouncil.biz/Open/2024/09/CO_16092024_AGN_1906_AT_WEB.htm

- Do we know the vote at Council on the project? Was it unanimous? – not unanimous 7 to 5 approved, Item 11 on p12

https://hobart.infocouncil.biz/Open/2024/09/CO_16092024_MIN_1906.PDF

Cheers,
Cynthia

-----Original Message-----

From: Heydon, Cynthia

Sent: Wednesday, 9 October 2024 9:02 AM

To: Taranto, Paul (DPaC) <Paul.Taranto@dpac.tas.gov.au>

Subject: Emailing: Minute - Minister for Transport - Collins Street Bike Lanes Grant DRAFT

Hi Paul,

Attached is a draft Minute for the Minister on the Collins St Bike project and State funding.

Let us know any feedback before we look to finalise this.

Cheers,
Cynthia

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Eric Abetz MP
 Minister for Business, Industry and Resources
 Minister for Transport
 Leader of the House

Level 10, Executive Building, 15 Murray Street, Hobart TAS 7000
 GPO Box 123, Hobart TAS 7001
 Phone: (03) 6165 9405 Email: Eric.Abetz@dpac.tas.gov.au

Ms Louise Elliot
 Councillor
 City of Hobart

Email: Cr.Elliot@hobartcity.com.au

22 AUG 2024

Dear Ms Elliot, Mr Kelly, Mr Coats, Ms Bloomfield and Mr Zucco

Thank you for your email of 9 July 2024 regarding the City of Hobart's plan to make changes to Collins Street, which are intended to improve walking, wheeling and riding accessibility.

The Tasmanian Government is committed to encouraging people to walk, wheel or ride as part of their everyday travel, as they play an important role in making the Tasmanian transport network more resilient, safe and equitable. This is why we committed \$2 million to assist with the implementation of the Greater Hobart Cycling Plan, which identifies a connected cycling network of low-stress and inclusive routes that cater for All Ages and Abilities.

While I share the concerns of business owners, road users and bus drivers over the proposed street changes, you will appreciate that Collins Street is a local government-controlled road. The decision to allocate \$170,000 as part of the recent grant round was made on application by the Council and at arms length from me as Minister. Grant applications were assessed and approved by the Department of State Growth. I have expressed my personal concerns about the approval.

It is my understanding that Council endorsed the project concept plan at its meeting on 27 May 2024, with the requirement to undertake detailed design and further engagement. I understand that Council officers have and are undertaking communications and engagement with a range of stakeholders, including business owners and that a decision on the final detail design will be made in the context of feedback received through consultation. I am advised that a Grant Deed will only be executed once Council has endorsed the project to move forward.

The Department informs me that it has been involved in the concept and detailed designs of the tactical cycleway to ensure alignment with public transport and broader transport network requirements.

I will ask the Department to continue to ensure changes do not negatively impact the State-controlled transport network.

Yours sincerely



Eric Abetz MP
 Minister for Transport

cc: Michael Ferguson MP
 Councillor John Kelly
 Councillor Will Coats
 Alderman Louise Bloomfield
 Alderman Marti Zucco

From: Out of [REDACTED]
To: [Searle, Laura \(DPaC\)](#); [Goodsir, Ben](#); [Hochman, Matthew \(DPaC\)](#)
Cc: [State Growth Media](#)
Subject: RE: Questions for Minister Abetz re Collins Street bike lanes
Date: Thursday, 18 July 2024 3:25:00 PM
Attachments: [image001.png](#)

Matt, re: consultation, we have received some more advice on the extent of it: Over the development of the project (and concept) back at least to pre-2023, if not earlier, engagement with the broader community has been included through the numerous strategic planning reports that have gone through extensive community engagement that have concluded the importance of this route as a cycling connection.

The Central Hobart Plan, which included significant community consultation, specifically identifies Collins Street as providing a future separated cycleway.

On this project specifically, since early this year, at multiple stages council has directly engaged with elected members, business owners, operators and property owners along Collins Street, along with other key stakeholders, to share information about the project and seek feedback on the concept design. This broad consultation has included mailout/letterboxing, [website](#) with how to provide feedback information, doorknocking, one-on-one meetings, pop-up information sessions/booths on Collins Street and information sessions with local businesses.

From: Out of Scope [REDACTED]@stategrowth.tas.gov.au>
Sent: Thursday, July 18, 2024 1:27 PM
To: Searle, Laura (DPaC) <Laura.Searle@dpac.tas.gov.au>; Goodsir, Ben <Ben.Goodsir@stategrowth.tas.gov.au>; Hochman, Matthew (DPaC) <Matthew.Hochman@dpac.tas.gov.au>
Cc: State Growth Media <media@stategrowth.tas.gov.au>
Subject: RE: Questions for Minister Abetz re Collins Street bike lanes

Hi Laura, the assessment panel included representatives for the Public Transport and Infrastructure Tasmania areas of State Growth as well as from Bicycle Network Tasmania.

The recommendations of the assessment panel were approved by the CEO of ITas on 7 June 2024.

Matt, I'll come back to you on your queries once I get a chance to confirm.

Many thanks, Out of Scope [REDACTED]

From: Searle, Laura <Laura.Searle@dpac.tas.gov.au>
Sent: Thursday, July 18, 2024 11:12 AM
To: Out of Scope [REDACTED]@stategrowth.tas.gov.au>; Goodsir, Ben <Ben.Goodsir@stategrowth.tas.gov.au>
Cc: State Growth Media <media@stategrowth.tas.gov.au>
Subject: RE: Questions for Minister Abetz re Collins Street bike lanes

Hi both,

We've had a further question around who specifically made the decision.

Can we please get some further advice on make up of the panel and the position of the ultimate approver (if not the panel but on the panel's advice).

Appreciate too if we can get this and the other advice I requested asap, and by end of day at latest.

Cheers, L.

From: Out of Scope [REDACTED] <[REDACTED]@stategrowth.tas.gov.au>

Sent: Wednesday, July 17, 2024 4:47 PM

To: Searle, Laura <Laura.Searle@dpac.tas.gov.au>; Goodsir, Ben (StateGrowth) <Ben.Goodsir@stategrowth.tas.gov.au>

Cc: State Growth Media <media@stategrowth.tas.gov.au>

Subject: RE: Questions for Minister Abetz re Collins Street bike lanes

Projects considered for funding through the Better Active Transport in Greater Hobart program were assessed against the Greater Hobart Cycling Plan priority list, which was endorsed by the Tasmanian Government and the four Hobart City Deal local government partners.

The Greater Hobart Cycling Plan was designed to guide joint planning and investment to form a connected network of cycling paths across Greater Hobart.

All applications are reviewed by an independent assessment panel against the program guidelines, with funding administered through the Department of State Growth.

From: Searle, Laura <Laura.Searle@dpac.tas.gov.au>

Sent: Wednesday, July 17, 2024 4:34 PM

To: Goodsir, Ben <Ben.Goodsir@stategrowth.tas.gov.au>

Cc: Out of Scope [REDACTED] <[REDACTED]@stategrowth.tas.gov.au>; State Growth Media <media@stategrowth.tas.gov.au>

Subject: RE: Questions for Minister Abetz re Collins Street bike lanes

Still waiting....

From: Searle, Laura

Sent: Wednesday, July 17, 2024 3:12 PM

To: Goodsir, Ben <Ben.Goodsir@stategrowth.tas.gov.au>

Cc: Out of Scope [REDACTED] <[REDACTED]@stategrowth.tas.gov.au>; State Growth Media <media@stategrowth.tas.gov.au>

Subject: RE: Questions for Minister Abetz re Collins Street bike lanes

Do we have an ETA?

From: Goodsir, Ben <Ben.Goodsir@stategrowth.tas.gov.au>
Sent: Wednesday, July 17, 2024 1:43 PM
To: Searle, Laura <Laura.Searle@dpac.tas.gov.au>
Cc: **Out of Scope** <[REDACTED]@stategrowth.tas.gov.au>; State Growth Media <media@stategrowth.tas.gov.au>
Subject: RE: Questions for Minister Abetz re Collins Street bike lanes

Will follow up

Ben Goodsir | CEO
Infrastructure Tasmania | Department of State Growth
1/2 Salamanca Square, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001
Mobile: **Out of Scope**
www.stategrowth.tas.gov.au
Courage to make a difference through
TEAMWORK | INTEGRITY | RESPECT | EXCELLENCE

In recognition of the deep history and culture of this island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past, and present custodians of the Land.

From: Searle, Laura <Laura.Searle@dpac.tas.gov.au>
Sent: Wednesday, July 17, 2024 1:42 PM
To: Goodsir, Ben <Ben.Goodsir@stategrowth.tas.gov.au>
Cc: **Out of Scope** <[REDACTED]@stategrowth.tas.gov.au>; State Growth Media <media@stategrowth.tas.gov.au>
Subject: Re: Questions for Minister Abetz re Collins Street bike lanes

Sorry, can we get at least the response provided today please - the Minister will be on leave tomorrow and Friday.

From: Searle, Laura
Sent: Wednesday, July 17, 2024 12:26:02 PM
To: Goodsir, Ben (StateGrowth) <Ben.Goodsir@stategrowth.tas.gov.au>
Cc: **Out of Scope** <[REDACTED]@stategrowth.tas.gov.au>; State Growth Media <media@stategrowth.tas.gov.au>
Subject: FW: Questions for Minister Abetz re Collins Street bike lanes

Hi Ben,

Noting that DSG approved the grant applications, can we please get a draft response in relation to point three below.

On consultation, if there was none ahead of the grant being approved for funding, can we get some advice on how we could include that as part of the process, ie either as a precondition for council's application or part of the grant deed. Not just businesses but anyone who may be impacted – eg we are also hearing from bus drivers how the cycleways are limiting their manoeuvrability around streets.

Can we also please have some advice on the previous funding Tas Govt has provided to the HCC

bike lanes.

Happy to discuss.

Cheers, L.

From: Out of Scope [redacted] fontpr.com.au>
Sent: Wednesday, July 17, 2024 12:04 PM
To: Dann, Trent <Trent.Dann@dpac.tas.gov.au>
Subject: Questions for Minister Abetz re Collins Street bike lanes

You don't often get email from Out of Scope [redacted] fontpr.com.au. [Learn why this is important](#)

Hi Trent,

As you likely know, the Fontcast has been covering the issue of the Collins Street bike lanes.

I saw late last week that Eric announced \$170k in State Government funding for this project, which seemed odd given his accompanying comments which hardly sounded supportive of the project.

So my questions are:

1. Did the Minister personally approve this grant?
2. If so, why - given the clear controversy around the project?
3. What was the assessment process for the grant – ie who assessed it, and what (if any?) consultation did they undertake with potentially affected bodies, such as Collins Street traders?

No rush - deadline 5pm Friday, please.

Out of Scope [redacted]

Partner

Out of Scope [redacted]

Logo Description automatically generated



Level 11, 188 Collins Street, Hobart. www.fontpr.com.au

TRANSPORT

Project	Update (please override existing text)	Timeframe for Delivery (plus change from past update) (please override existing text)	Risks for completion (please override existing text)
Collins Street bike paths	Discussions still pending between SG and Council on potential allocation of the \$170k for other active transport priorities.	The grant deed for the Castray Esplanade and Augusta Road projects was issued to HCC the week of 28 October - execution is subject to Council's review/approval before finalising and signing the grant deed.	Likely the \$170k will not be expended during the 2024-25 Financial Year.

Out of Scope

Released

Out of Scope

min 24/165916

Out of Scope

From: Cr Louise Elliot <Cr.Elliot@hobartcity.com.au>**Sent:** Tuesday, July 9, 2024 10:16 AM**To:** eric.abetz@parliament.tas.gov.au; michael.ferguson@parliament.tas.gov.au**Cc:** Ald Louise Bloomfield <Ald.Bloomfield@hobartcity.com.au>; Cr John Kelly <Cr.Kelly@hobartcity.com.au>; Cr Will Coats <cr.coats@hobartcity.com.au>; Ald Marti Zucco <ald.zucco@hobartcity.com.au>**Subject:** Hobart Council's radical plan for Collins Street - Support requested for clearway concept

You don't often get email from cr.elliott@hobartcity.com.au. [Learn why this is important](#)

Eric Abetz MP

Minister for Transport

Minister for Business, Industry and Resources

Michael Ferguson MP

Minister for Infrastructure

Dear Minister Abetz and Minister Ferguson

State Government funding radical plan for Collins Street

The Hobart City Council (the Council) is planning significant changes to Collins Street in the Hobart CBD that are relevant to your portfolios of transport, business and infrastructure. We are writing to share our concerns on the suitability of the Council's plan and the impact it will have on local businesses, local transport, community access to the CBD, traffic flow and congestion

The Council is intending to implement a radical plan for Collins Street – known as Collins Street Tactical Bike Infrastructure – that will see the removal of 59 on-street parks from three blocks of Collins Street from Molle Street to Murray Street. This highly valued CBD parking will be removed to make way for separated bike lanes on both sides of Collins Street in these three CBD blocks. The plan also includes removal of important loading zones and a popular bus stop, and will see further parking removed from Victoria Street (between Harrington and Collins Street). More information about what is proposed can be found in the attached Collins Street Draft Concept Plan.

We do not support this extreme plan. We are, of course, working hard to represent the community and advocate for sensible solutions within the Council and will continue to do so. That said, we believe it is important that you are aware of the scale and likely impacts of the Council's plan given the State Government is providing around \$170,000 in funding to enable the implementation of this plan.

Our concerns with the plan and how the proposal has been managed so far include:

- the scarcity of evidence to warrant such drastic change, including a lack of site-specific, independent and reliable data. For example, the Council has no baseline data showing how many cyclists currently use Collins Street (other than from the Collins Street and Molle Street intersection, with most of this data being provided by cycling advocacy organisations)
- the absence of any meaningful data showing what impact existing bike lanes in Argyle and Campbell Streets have had on increasing cyclist volumes. To be clear, we have no information about the volume of cyclists on these routes before or after the installation of bike lanes
- the extreme nature of what is proposed, with bike lanes on both sides of Collins Street and the removal of dozens of prime, inner CBD car parking spaces that are not being replaced nearby. In other locations – such as in Argyle and Campbell Streets – the Council has implemented bike lanes on only one side of the street
- the impact on businesses in and surrounding Collins Street as their customers. The Council previously made changes to parking arrangements in the North Hobart restaurant precinct which resulted in significant losses in trade for local businesses. These changes were eventually reworded at significant cost and reputational damage
- the impact on traffic flow and worsening of congestion in and around Collins Street due to the reconfiguring of lanes and the removal of layover locations. For example, direction-specific lanes will be removed from intersections so that traffic traveling straight ahead will be held up behind traffic that is trying to turn left into already congested intersections and waiting for pedestrians to cross. In the central Collins Street block between Harrington and Murray Street there will be place for vehicles to pull over, meaning vehicles will stop in the single lane to pick up people or goods, impacting traffic flow
- disturbingly minimal consultation with impacted businesses to the point where we have taken it on ourselves to speak directly to dozens of businesses on and around Collins Street. We have found that the vast majority of businesses do not support the Council's plan and believe that access to parking is critical to their business' viability. We support their views
- that this plan – which has been described as being 'almost exclusively' for the benefit of South Hobart – will proceed regardless of feedback from businesses, the community, and transport providers
- the suggestion that the concept will be trialled for two years. Past experience shows that 'trials' are typically implementations and that measures for determining the success or failure of trials are usually non-existent or vague.

Each of us supports safer cycling. We also bring a balanced perspective and understand how important customer access is to businesses and to the community participation in City life. We are acutely aware that cycling is not an option for everyone, especially those who are elderly or unwell, have disability concerns, are carrying goods, are time-poor, or are accompanied by children.

Instead of full-time bike lanes on both sides of the street, we are advocating for a **clearway concept** whereby vehicles cannot park in Collins St during the peak morning and evening commutes for cyclists. We have obtained our own rudimentary data (given the absence of Council provided data) that clearly shows that the large majority of cyclists use Collins Street between 7:30 am and 9:30 am and 4:00 pm and 6:00 pm. We believe this is a sensible compromise that will increase cyclist safety while providing much-needed on-street parking during business hours.

Thank you for considering this matter. We are available to meet or answer questions as required.

Yours sincerely

Councillor Louise Elliot

Councillor Will Coats

Councillor John Kelly

Alderman Louise Bloomfield

Alderman Marti Zucco

Released under RTI






Collins Street Bicycle Lanes

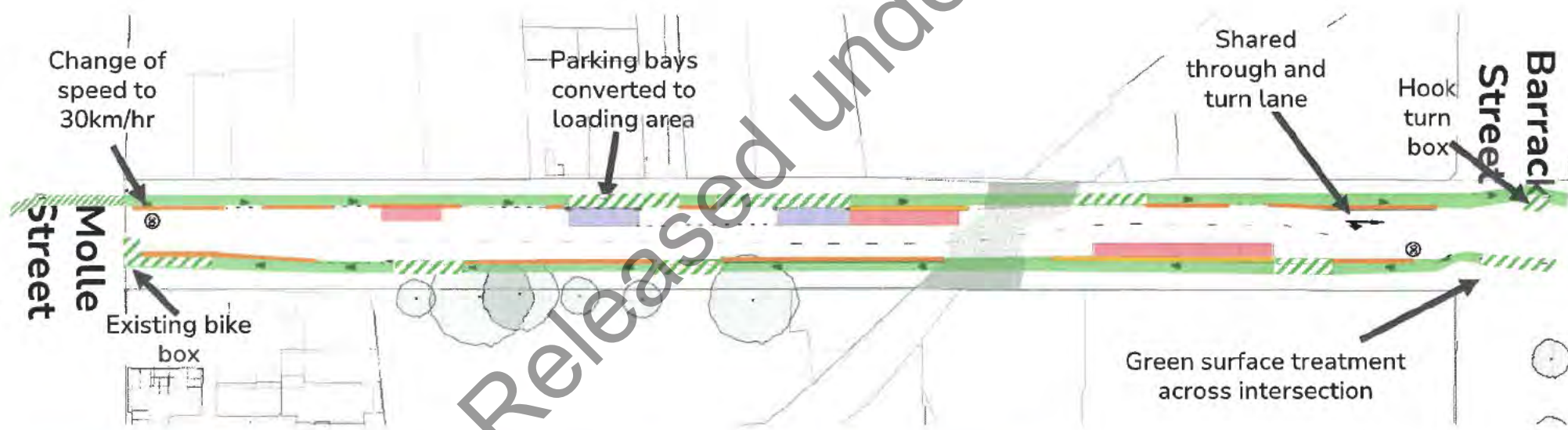
Section: Molle Street to Barrack Street

Key proposed changes:

- Kerbside protected bike lanes
- 30km/h speed limit on Collins Street (Molle Street to Murray Street)
- Shared through and turn lane
- New linemarking
- Hook turn box for bikes turning right onto Barrack Street
- 9 parking bays retained, loading areas retained

Legend

Protected bike lane	
Parking Bay	
Loading Area	
Accessible Parking Bay	
Separator kerb	
Surface treatment with kerb islands	
Green surface treatment	



Released under RTI



Collins Street Bicycle Lanes

Section: Barrack Street to Harrington Street

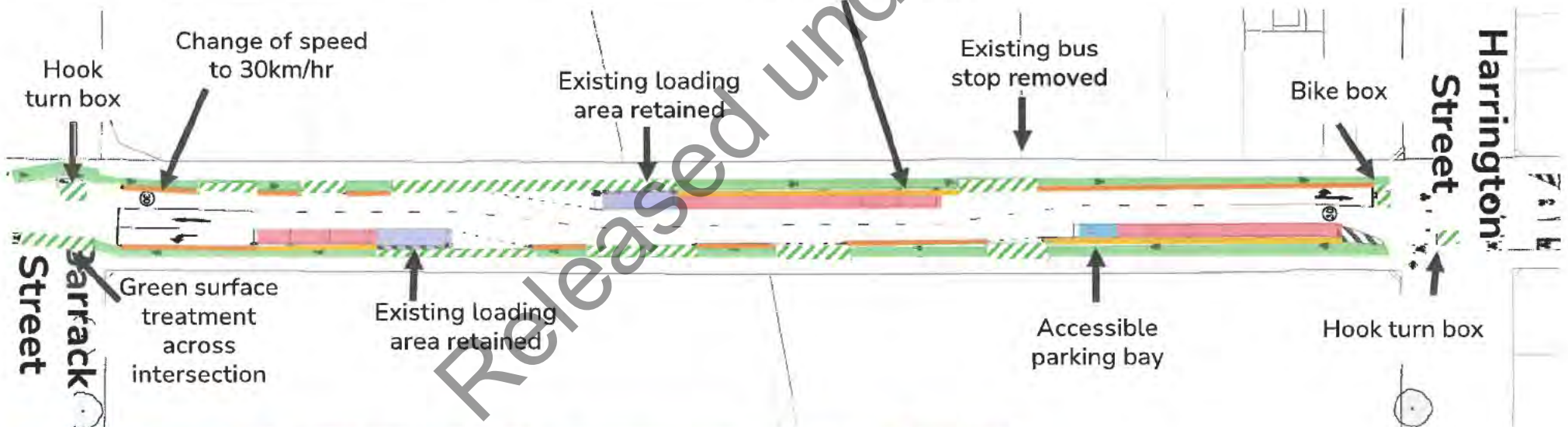
Key proposed changes:

- Kerbside protected bike lanes
- 30km/h speed limit on Collins Street (Molle Street to Murray Street)
- Shared through and turn lane
- Existing bus stop removed
- New linemarking
- Hook turn box for bikes turning right onto Harrington Street
- 16 parking bays retained, loading areas retained

Legend

Protected bike lane	
Parking Bay	
Loading Area	
Accessible Parking Bay	
Separator kerb	
Surface treatment with kerb islands	
Green surface treatment	

Additional accessible parking bay opportunities:
 - Collins Street
 - Victoria Street west



Collins Street Bicycle Lanes

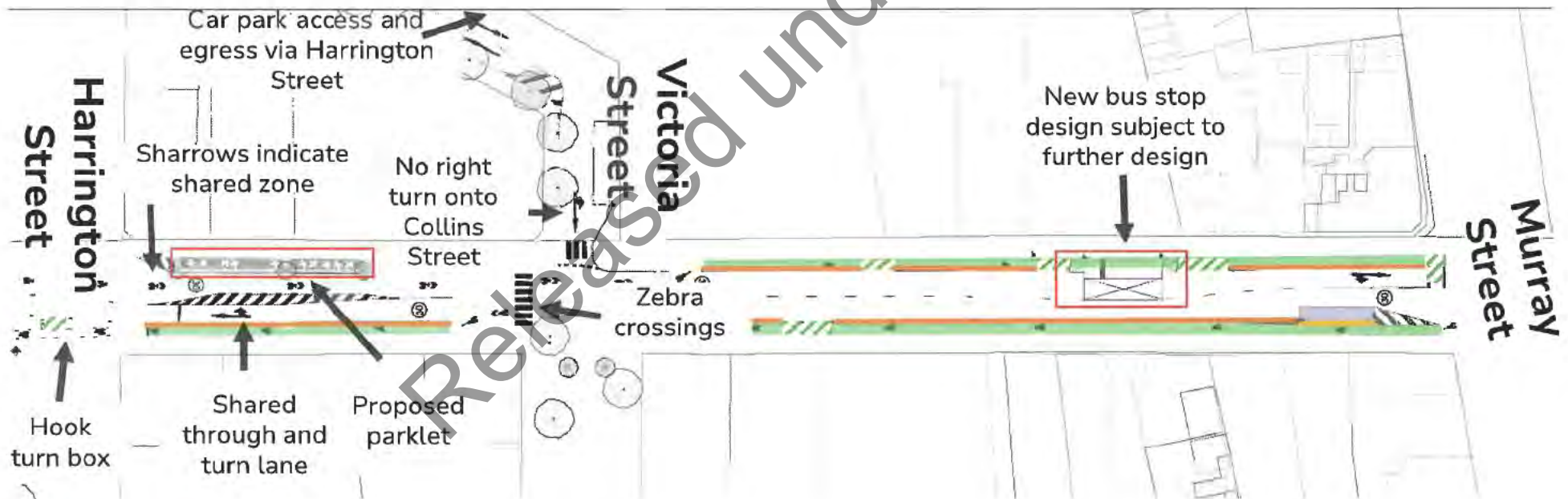
Section: Harrington Street to Murray Street

Key proposed changes:

- Kerbside protected bike lanes from Victoria Street to Murray Street
- 30km/h speed limit on Collins Street (Molle Street to Murray Street)
- Shared through and turn lane onto Harrington and Murray streets
- New linemarking
- Hook turn box for bikes turning right onto Harrington Street
- New bus superstop in existing location
- Loading retained
- No right turn onto Collins Street from Victoria Street
- Centrepont car park access and egress via Harrington Street

Legend

- Protected bike lane 
- Parking Bay 
- Loading Area 
- Accessible Parking Bay 
- Separator kerb 
- Surface treatment with kerb islands 
- Green surface treatment 



Out of Scope

Out of Scope

From: Lord Mayor - External <lordmayor@hobartcity.com.au>
Sent: Monday, August 26, 2024 1:29 PM
To: eric.abetz@parliament.tas.gov.au
Subject: Correspondence from the Lord Mayor, Cr Anna Reynolds

Dear Minister Abetz

Please find attached correspondence from the Lord Mayor, Cr Anna Reynolds regarding the City of Hobart's 2024-25 Advocacy Priorities.

With kind regards, **Out of Scope**

Out of Scope

Office of the Lord Mayor



City of HOBART

50 Macquarie Street, Hobart, Tasmania, Australia, 7000 | hobartcity.com.au
Telephone (03) 6238 2703

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min 24/171330



OFFICE OF THE LORD MAYOR
HOBART TOWN HALL

The Hon Eric Abetz MP
Minister for Business, Industry & Resources
Via email: eric.abetz@parliament.tas.gov.au

Dear Minister Abetz

The City of Hobart has now finalised its 2024-2025 Advocacy Priorities, which outlines our key areas of focus to drive meaningful change and support our mission of working together to make Hobart a better place for the community.

Please find attached the City of Hobart's 2024-25 Advocacy Priorities, which identifies a number of key priorities, including:

1. kunanyi/Mt Wellington.
2. Delivering transport choice for Hobart.
3. Housing and urban development.
4. New Town Sports Precinct.
5. A basketball facility for Hobart.

These projects will provide much-needed infrastructure for our community to enhance the liveability of our City both now and in future years.

Your support for these projects will be crucial to our efforts, and I look forward to continuing to work together on these priorities.

Should you have any questions please feel to reach out to me or to Michael Stretton, Chief Executive Officer on 6238 2727 or ceo@hobartcity.com.au.

Yours sincerely

A handwritten signature in cursive script that reads "Anna Reynolds".

Cr Anna Reynolds
LORD MAYOR

Monday 26 August 2024

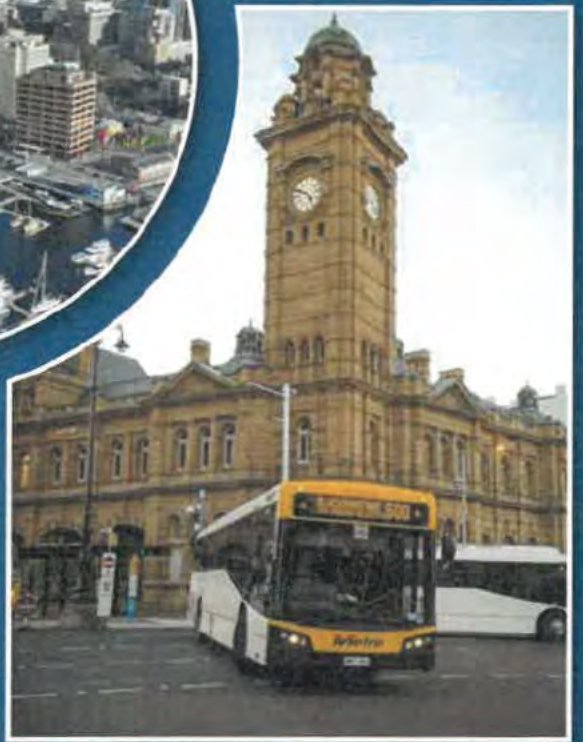
Attached: City of Hobart's 2024-25 Advocacy Priorities

CITY OF HOBART
GPO Box 503, Hobart Tasmania 7001 Telephone: (03) 6238 2702 lord.mayor@hobartcity.com.au

CITY OF HOBART

Advocacy Priorities

2024–25



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Released under RTI

Acknowledgement of Country

In recognition of the deep history and culture of our city, we acknowledge Tasmanian Aboriginal people as the Traditional Custodians of this land. We acknowledge the determination and resilience of the Palawa people who have survived invasion and dispossession and continue to maintain their identity, culture and rights.

We recognise that we have much to learn from Aboriginal people today, who represent the world's oldest continuing culture. We pay our sincere respects to Elders past and present and to all Aboriginal people living in and around Hobart.

Picture: Moon Cheese Studio/Brand Tasmania

Contents

Priority 1: kunanyi/Mt Wellington

Priority 2: Delivering Transport Choice for Hobart

Priority 3: Housing and Urban Development

Priority 4: New Town Sports Precinct

Priority 5: Hobart Phoenix Basketball Association

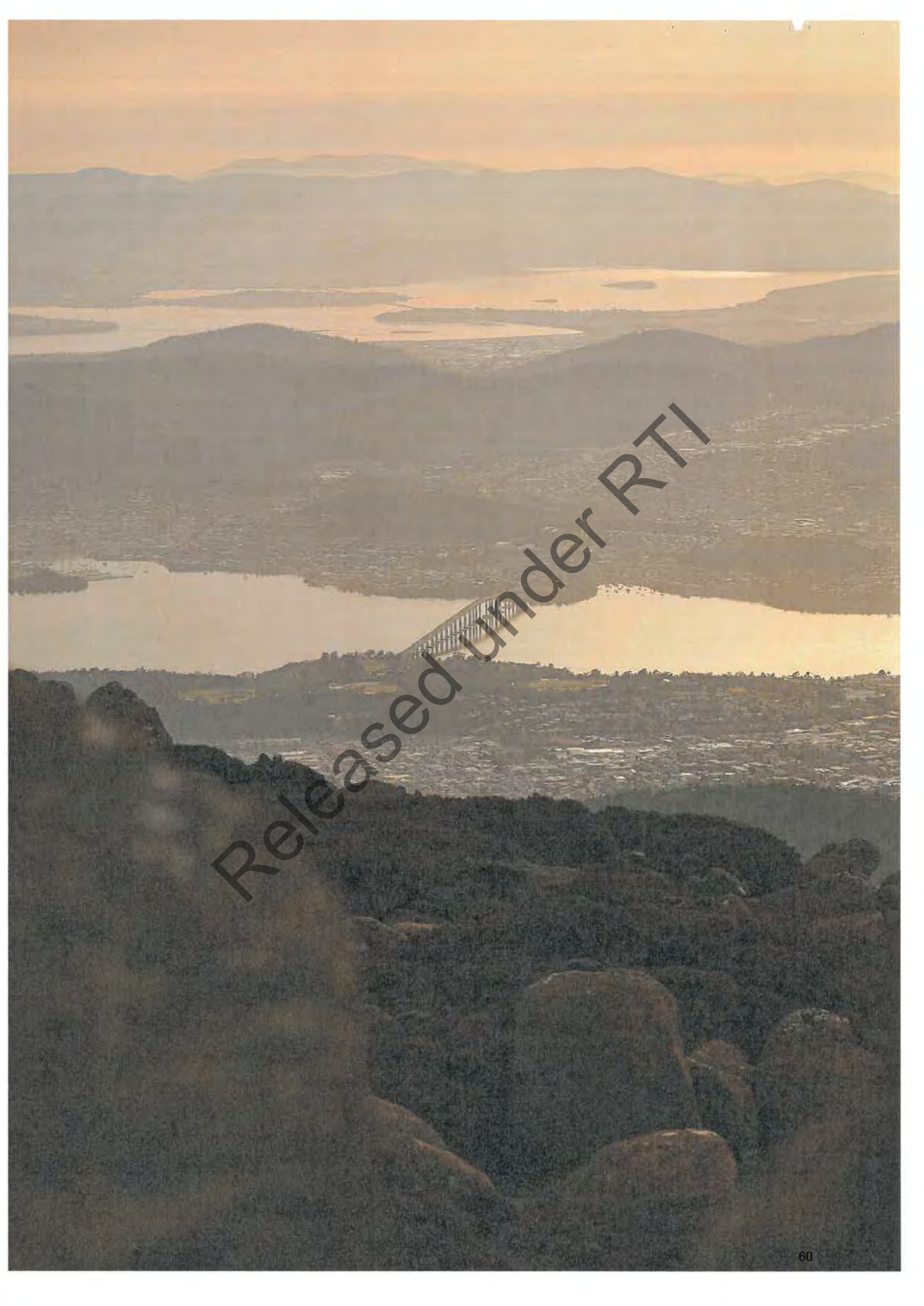
Released under RTI

Disclaimer: Costings and Financial Estimates

The financial figures and costings presented in this document are provided for informational purposes only and are based on the best available data at the time of preparation. While every effort has been made to ensure the accuracy and reliability of the information, it is important to note that cost projections

are subject to change due to various factors, including but not limited to, market conditions, and assumptions.

Should funding be secured, additional work will be undertaken to determine an accurate cost.



Released under RTI

Message from the Lord Mayor



Hobart is one of the most unique capital cities in the world.

This is an exciting time to live, work and do business in Hobart. As the state's capital city, Hobart is at the centre of what makes Tasmania a special and thriving home for the best our island has to offer. We have a growing reputation for being a lifestyle capital city that is an exciting place in which to create ideas, invest and do business.

Driven by high population growth and a prosperous social and economic environment, Hobart continues to transform. However, this growth must be supported by upgrades to infrastructure and services.

The decisions we make today, as a community, stakeholders and the Hobart City Council, will determine whether we maintain our identity as a city that is far from ordinary.

As the closest level of government to the community, we are best placed to work with our community to identify their needs and to advocate for these needs with decision makers at all levels.

The City of Hobart is proud to release our Advocacy Strategy 2024-25. This document outlines our key areas of focus to drive meaningful change and support our mission of working together to make Hobart a better place for the community.

Importantly, our advocacy approach is strategic, ensuring our advocacy efforts align with our long-term plan and community vision. No matter what point of the election cycle we are in, Council continues to engage with all sides of politics, to make sure Hobart gets our fair share of funding from state and federal governments, and to get the best possible outcome.

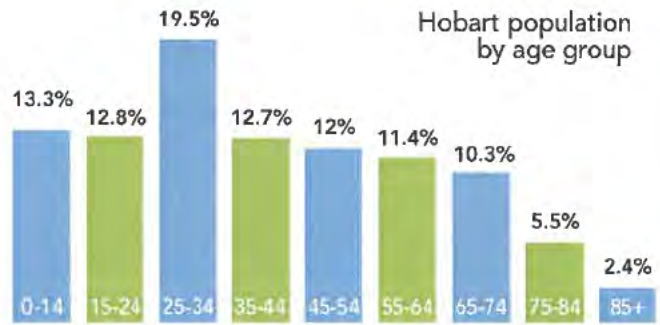
The City of Hobart looks forward to working with all levels of government to create durable partnerships to see these advocacy priorities come to fruition.

A handwritten signature in blue ink, which appears to read 'Anna Reynolds'. The signature is fluid and cursive, written over a light blue background.

Anna Reynolds

HOBART TODAY

The diversity of the Hobart LGA is evident in our demographic and urban profile



RESIDENT POPULATION

Population

59 964

median age

37 years

820

are Aboriginal people

28%

of people born overseas



21%

of people use a language other than English at home

4.6%

of people live with disability

441

people experience homelessness



5646

international students in Tasmania

ECONOMIC DEVELOPMENT

Hobart contributes

22%

to the Tasmanian economy and

23%

of total employment



6985

total businesses

2.5%

unemployment rate



HOUSING TENURE

59%

of residents own their own home



35% renting

4% renting in social housing, 31% renting privately



9.6%

of households experience rental and mortgage stress

CITY TRANSPORT

Top methods local workers* use to travel to work:



51%

car (as driver or passenger)



6%

public transport



14%

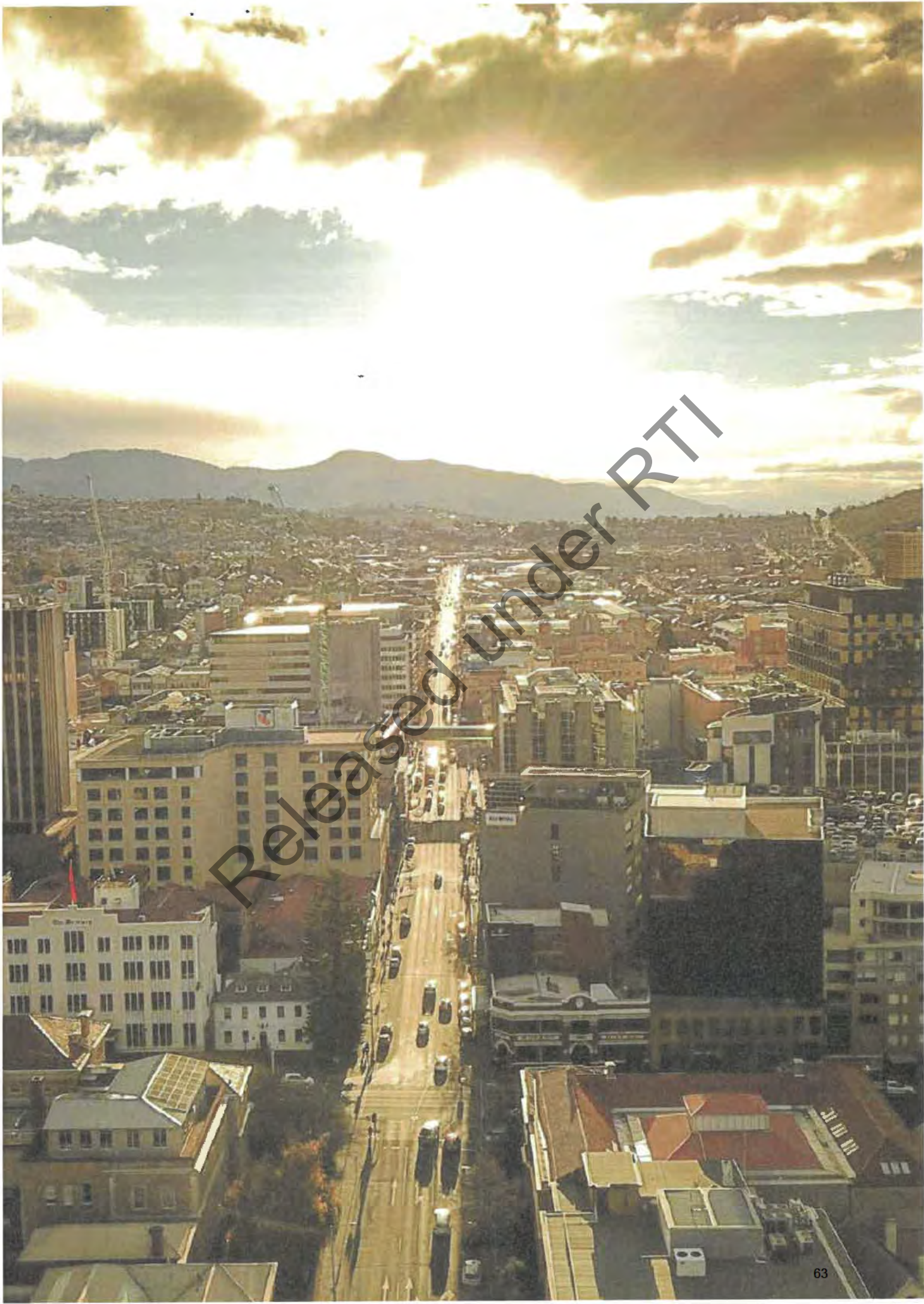
walk

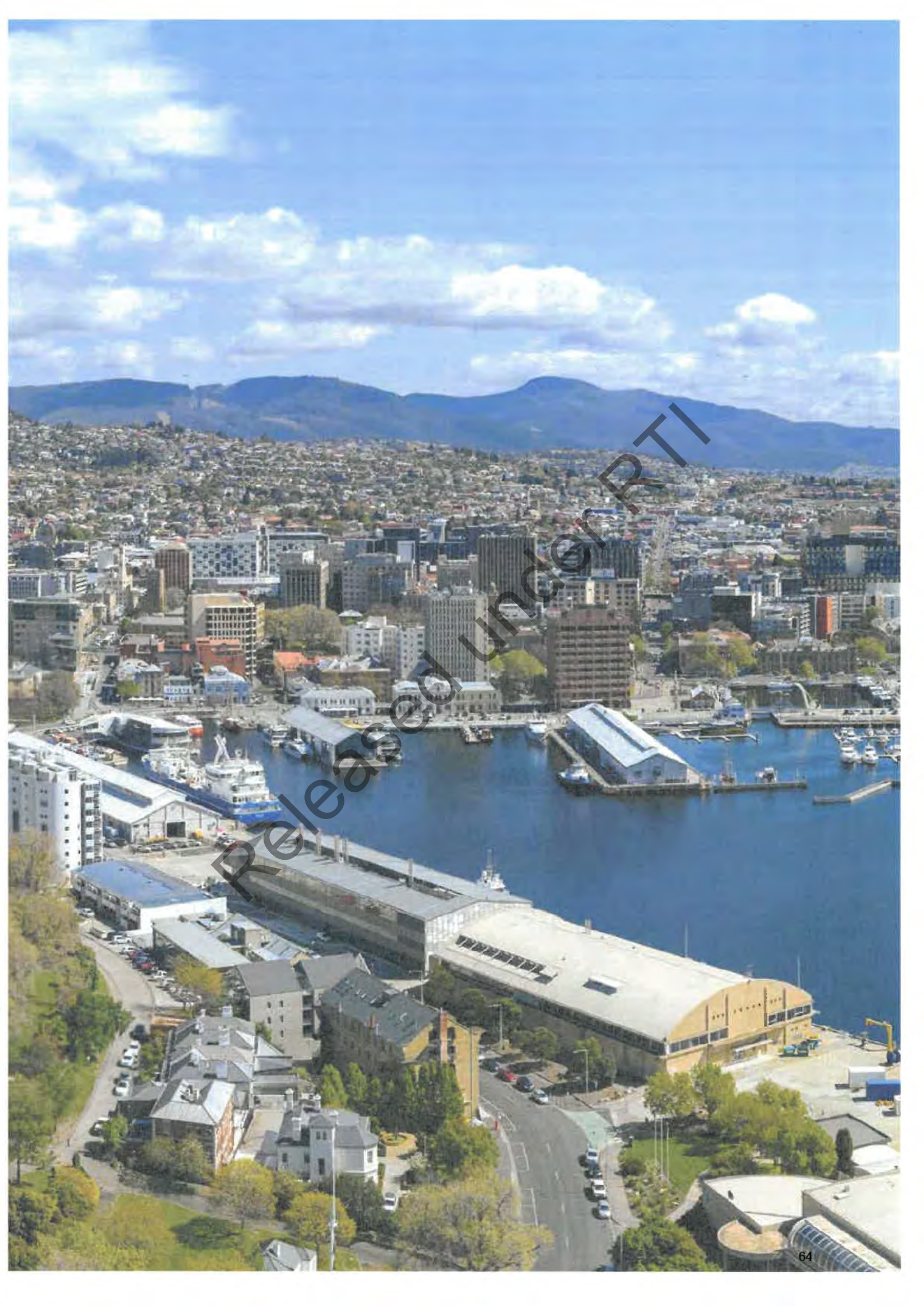


2%

cycle

* Local workers are people employed in Hobart, regardless of where they live.





Strategic context

A strong evidence base informs our strategies and contributes to our advocacy priorities. Our advocacy priorities are closely aligned with our Community Vision and Annual Plan and other strategic inputs, including our Intergovernmental Relations and Advocacy Framework 2023–2027.

Eight pillars of our community vision:

1. Sense of place
2. Community inclusion, participation and belonging
3. Creativity and culture
4. City economies
5. Movement and connectivity
6. Natural environment
7. Built environment
8. Governance and civic involvement

Released under RTI

1

kunanyi/Mt Wellington

THE ASK

The City of Hobart is advocating for funding towards investment in kunanyi/Mt Wellington to improve visitor access and enrich visitor experiences for locals and visitors, noting 500 000 people visit this site annually.

WHAT WE ARE SEEKING

Pinnacle Road guard rail – stage 3 and The Springs to Bracken Lane to address the defective nature of the existing rail	\$9 million
Construction of a visitor hub at Halls Saddle	\$5.7 million
Wellington Park entry roundabout	\$1.5 million
Pinnacle – boardwalk replacement	\$1 million
The Springs – services (power and drinking water)	\$1 million
The Springs – new toilets and surrounding infrastructure	\$1 million
Upgrade to Pinnacle toilet	\$800 000
A new electronic sign to be located at the entry to the park which will have real time messaging capabilities	\$350 000

WHY IT'S IMPORTANT

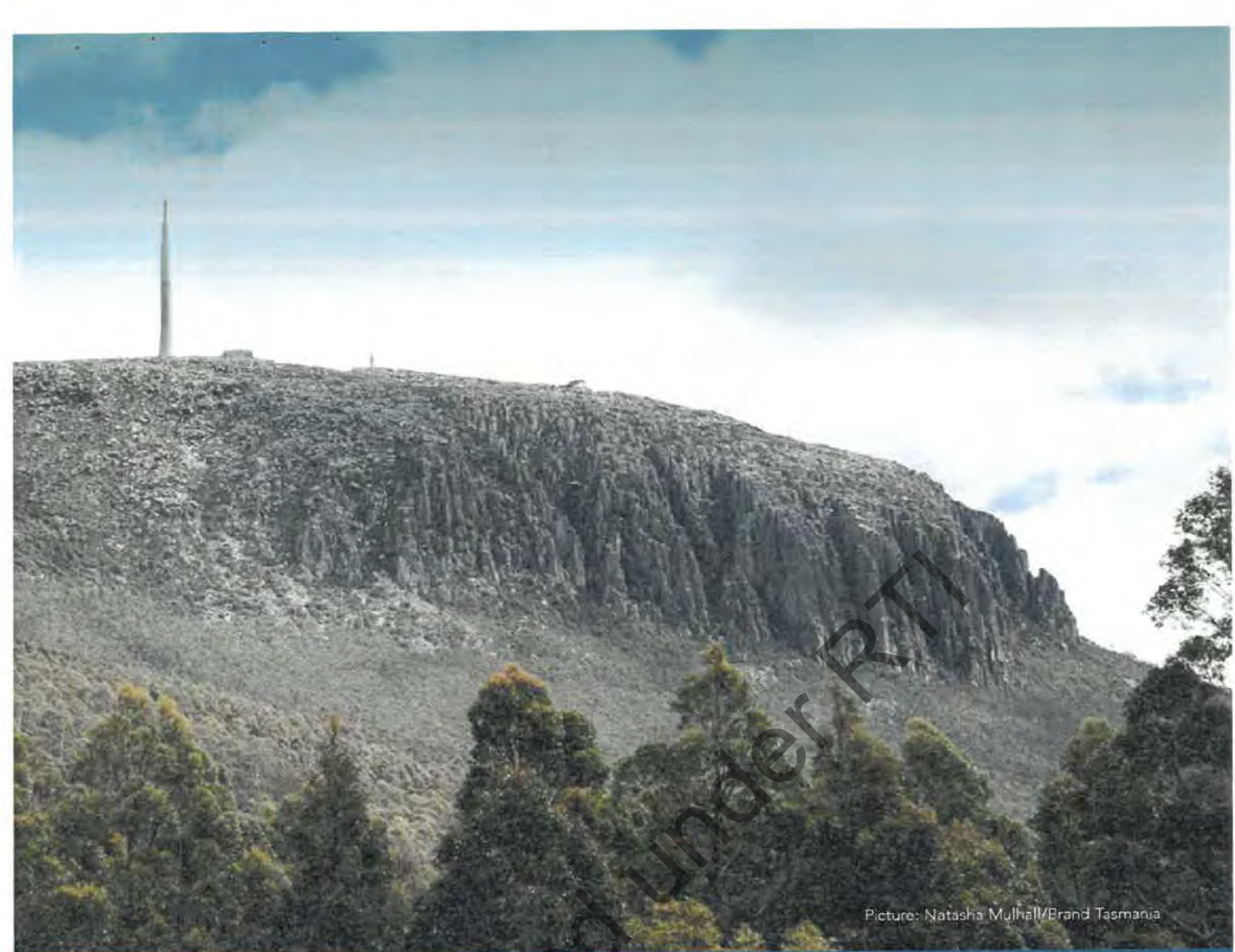
No matter where you are in Hobart you are never far away from our beloved mountain, kunanyi/Mt Wellington.

The City of Hobart owns and manages the summit and eastern slopes of Kunanyi/Mt Wellington, the heart of visitation to the mountain. The City's land is part of the 18 250 hectare Wellington Park, administered by the Wellington Park Management Trust.

The City of Hobart is the management agency

for the most highly visited areas of the mountain and owns and manages the 'lion's share' of assets that support visitor access and usage. The City's investment in infrastructure exceeds \$84 million and is comprised of approximately \$60 million in road assets and \$24 million in bushland assets – tracks, fire trails, foot bridges, boardwalks and signage – with an annual spend of over \$3 million on operational and capital investment costs.

Visitation to Hobart and southern Tasmania, including the mountain, remains the key driver of our state's visitor economy.



Picture: Natasha Mulhall/Brand Tasmania

kunanyi/Mt Wellington is Tasmania's second most visited tourist attraction and the most visited natural site, with 500 000 people visiting it annually.

By 2028 this figure is expected to reach 700 000 people visiting the mountain every year. Cradle Mountain and Freycinet National Park follow closely in terms of visitation.

Based on our indications we know that 10% of visitors to kunanyi/Mt Wellington are from Tasmania, 28% are locals, and over 60% are from interstate.

Despite being such a huge tourism drawcard for visitors to Tasmania, government investment in kunanyi/Mt Wellington is largely restricted to funding of the Wellington Park Management Trust. Unlike other natural

attractions, such as Cradle Mountain and Freycinet National Park, no significant state or federal grant funds have been provided to improve the visitor experience on the mountain.

It is therefore our collective responsibility to ensure this very special place is preserved for its natural values and that as the jewel in Hobart's tourism crown it is carefully and responsibly managed. That is why we have long lobbied for attention to be given to this much-loved site.

While the City of Hobart welcomes the Tasmanian Government's announcement of a strategic review of kunanyi/Mt Wellington, improvements to this iconic site are required now.

2

Delivering transport choice for Hobart

THE ASK

The City of Hobart is seeking investment towards diversification of transport infrastructure aimed at enhancing Hobart’s mobility and improving connectivity.

KEY FACTS

Project value	In the order of \$15 million
Funding sought	Funding amount sought to be determined
Funding committed	City of Hobart contribution to be determined
Phase	A peer review proof of concept has been undertaken by consultants to determine likely project costs
Project timeline	Two to three years

WHAT WE ARE SEEKING:

Hobart is committed to being a city where everyone has effective, safe, healthy and environmentally friendly ways to move and connect, through spaces and the natural environment.

Successful cities use walking, cycling and micro mobility options to move people with a lower space and pollution intensity.

A crucial active mobility gap in Hobart’s growing network is the lack of a comfortable alternative to cycling along Sandy Bay Road. There is now a generational opportunity to link the busy central Hobart and Sullivans Cove to the vibrant Sandy Bay precinct by creating a new and fully accessible active travel corridor

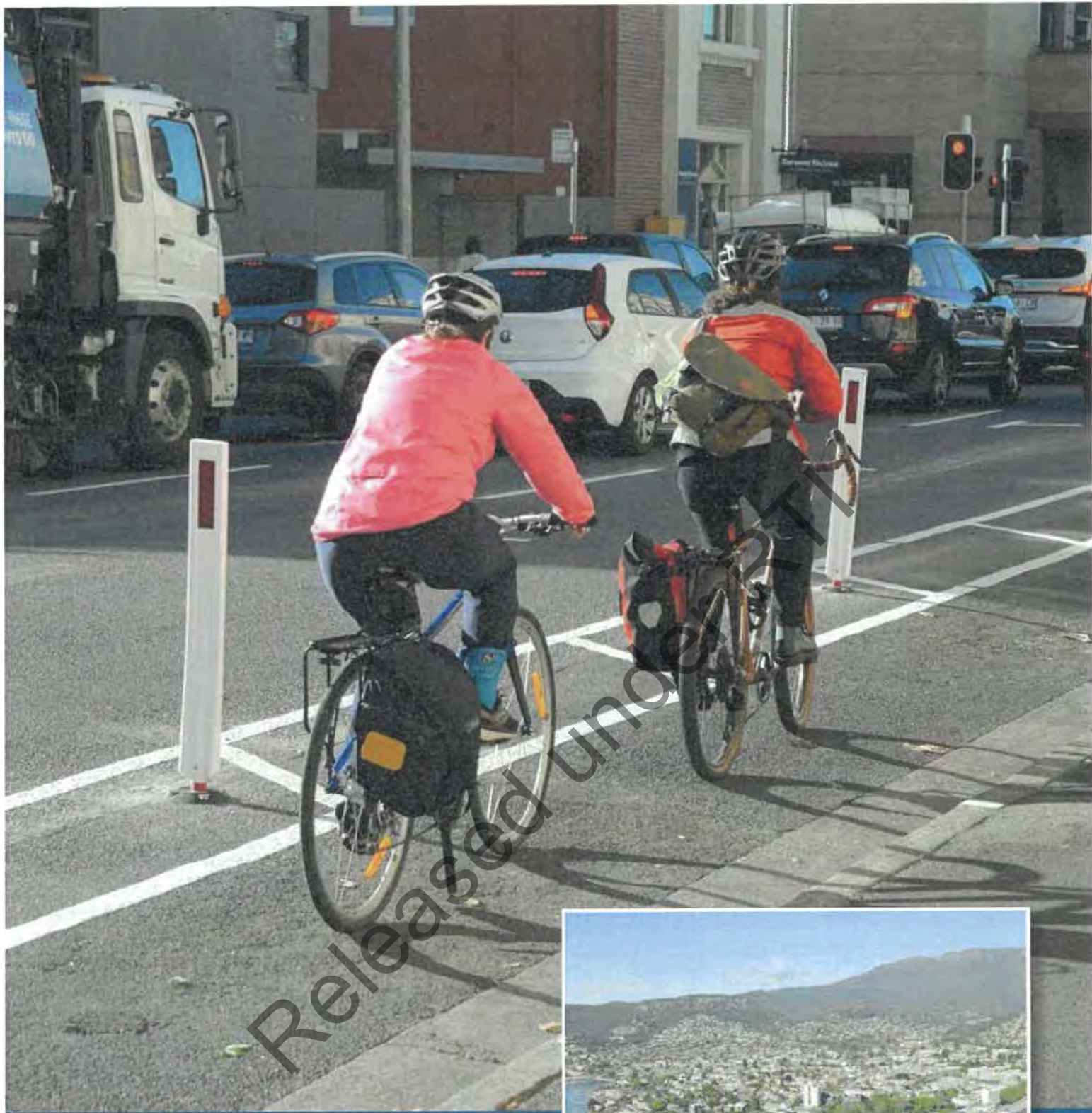
through the green and heritage streets of Battery Point and along its spectacular foreshore.

Battery Point Shared Pathway

We have long held a desire to improve walking and cycling accessibility throughout Hobart.

The notion of establishing a shared pathway to provide all-purpose access around Battery Point from Sandy Bay to Sullivans Cove has been proposed for more than 15 years.

Concept design options were developed and considered by Hobart City Council in 2008 with an extensive community engagement process undertaken in 2009.



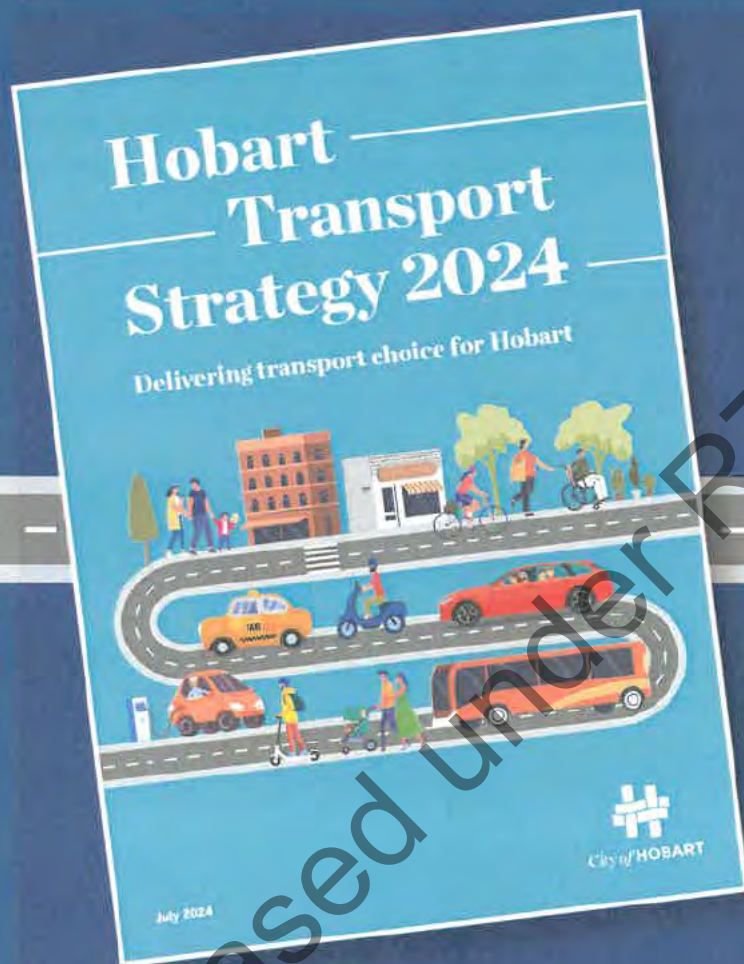
In recent years the council has completed two transport connectivity projects which were:

- Development of designated pedestrian and cycling facilities throughout Sullivans Cove to Castray Esplanade.
- Development of a cycleway from Marieville Esplanade to the city boundary at Tarooma.

However, while these two projects have been completed, the 'missing link' remains the absence of an active transport corridor around the Battery Point Foreshore, connecting Castray Esplanade with Marieville Esplanade.

2

Delivering transport choice for Hobart (Cont)



Cycling and walking improvements

The City of Hobart recently released the 2024 Hobart Transport Strategy, which sets out a vision for city transport over the next decade, focusing on sustainable, convenient and cost-effective travel choices. To view a copy visit: hobartcity.com.au/Council/Strategies-and-plans/Transport-Strategy

This roadmap captures what the community has shared and what is important to them – to provide transport choice for the people of Hobart.

Although planning and design needs to occur on a number of key projects, the strategy provides guidance on what these projects will be.

Benchmarking against similar projects, we can predict the cost to deliver these projects.



Projects we would be seeking funding towards include the following:

Cycling improvements

Augusta Road Separated Bikeway

\$1.4 million

North Hobart Separated Bikeway

\$2 million

Collins St Separated Bikeway
(permanent solution – Molle to Argyle St)

\$4.2 million

Battery Point Walkway connections
(Sandy Bay and Castray Esplanade)

\$900 000

Walking improvements

West Hobart 'wombat crossings'

\$1.3 million



3

Housing and urban development

THE ASK

The City of Hobart is seeking investment towards its ambition to increasing housing supply across the city by improving planning capabilities and by upgrading infrastructure to remove impediments to housing intensification.

KEY FACTS

Project value	Between approximately \$23 million and \$25 million
Funding sought	Specific funding amount sought to be determined post outcome of the City of Hobart's submission to the Federal Government Housing Support Program Stream 2
Funding committed	Our in-kind support will take the form of planning, design, project management and public engagement with affected communities. This shovel-ready project will have clear economic benefit
Phase	Shovel ready

WHAT WE ARE SEEKING

To support this work we are seeking funds to future-proof the innovation precinct, increasing local resilience to the impacts of climate change by upgrading stormwater infrastructure and minimising the risk of extreme flooding to people and infrastructure in the Hobart CBD.

Economies of scale means the collective buying power of our local government area will dwarf any smaller stormwater infrastructure improvements developers of individual sites might otherwise provide. By pooling resources,

we can take bold, city-shaping steps to future-proof the innovation precinct from flood risk. This will act as a clear incentive to developers, resulting in employment opportunities in the construction industry, and longer-term, economic activation of an under-utilised part of the Hobart CBD.

WHY IT'S IMPORTANT

The City of Hobart has a vision to support the delivery of increased housing supply by advancing a project that improves our building planning capability.



Previous work, coalescing into our Central Hobart Plan, has identified a number of inner-city precincts. We aim to draw upon each precinct's unique character as we shape their future purpose.

The Innovation Precinct, as detailed in the Central Hobart Plan (CHP), comprises some 22 large city blocks north of the Royal Hobart Hospital. It is adjacent to significant teaching and research facilities, including the UTAS College of Health and Medicine, and incorporates the Menzies Institute for Medical

Research as well as TasTAFE's main Campbell Street campus. The Innovation Precinct has a considerable number of large lots identified in the Central Hobart Plan as under-utilised.

We recognise that a crucial part of addressing the housing crisis is offering development certainty and minimising obstacles in the development appraisal process. That is why we aim to encourage the redevelopment of under-utilised sites into high quality, medium density housing, especially suitable for people part of a city workforce.

3

Housing and urban development (Cont)



Enabling infrastructure to support increased housing supply

We have a strategic vision that supports the delivery of increased housing supply by advancing projects that will deliver infrastructure that unlocks more housing in the inner city.

Planned new development in central Hobart has the potential to mitigate the impacts of climate change. We will incorporate contemporary, best practice sustainability standards into the planning system and

innovative design responses to ensure that Hobart benefits from climate-resilient construction. Ultimately, increased infill developments will safeguard residents and secure Tasmanian homes against the effects of climate change. These inner-city precincts are not subject to bushfire risk – the city’s highest environmental risk – coastal inundation or erosion, and so are less likely to be affected by future climate change impacts.

The proposed stormwater works are fully supported by a flood modelling assessment which was carried out in the Central Hobart Plan area.



4

New Town Sports Precinct

THE ASK

The City of Hobart is seeking funding for the New Town Sports Precinct. The precinct currently attracts up to 400 000 people a year and growing.

KEY FACTS

Project value	\$60 million over five years
Funding sought	\$20 million (State Government commitment) \$30 million (Federal Government commitment)
Funding committed	City of Hobart contribution to be determined
Phase	Seeking funding to progress to DA and construction phase
Project timeline	Five years

WHY IT'S IMPORTANT

The City of Hobart recognises that sport and recreation is a significant contributor to the economy and also provides many health and social benefits, building on Hobart's lifestyle attributes.

We recognise these benefits by providing and facilitating access to a variety of sport, recreation, and leisure opportunities across Hobart, importantly ensuring the facilities are the starting block for participation in sport as well as helping people to maintain active and healthy lifestyles.

The City of Hobart currently owns and operates 19 outdoor sports grounds, and 34

recreational leased facilities. With over 120 sporting clubs accessing these facilities, there is an ever-increasing demand for facilities that support non-structured recreational activities and casual sport.

With a multi-purpose stadium at the core of the proposed Macquarie Point Urban Renewal project, it is imperative community infrastructure is boosted to allow community sport to thrive. Investment in the stadium should foster grassroots sports while creating sustainable sporting infrastructure for the entire community.

The City of Hobart has completed a detailed New Town Sports Precinct Master Plan and design concept plans.



The New Town Sports Precinct is a tangible example of grassroots sports, and encompasses many major sporting facilities including the New Town Oval, Buckingham Bowls Club, Hobart Netball and Sports Centre, the New Town Croquet Club and the only cycling track in the south of the state. There has been a long history of sporting use at New Town, with many of the sporting clubs having been associated with the precinct for more than a century.

The precinct is owned by the City of Hobart, however, most of the site, excluding New Town Oval, is under lease to resident sporting clubs and groups. The site is particularly challenging given it includes several highly active facilities used by a wide variety of clubs, associations and other stakeholders, with many experiencing membership and participation growth.

The site provides possibly the highest level of female participation across any other sporting precinct in Tasmania, with the majority of netball participants being female.

The precinct also supports sports with a high growth in female participation, such as cricket and Australian football. Many facilities, including the toilets and change rooms, do not meet contemporary standards for female sport.

ECONOMIC BENEFITS

- This project will create an estimated 120 construction industry jobs over five years, with a further seven years needed for professional services such as engineering, and architectural jobs.
- Over the longer term the project could create up to two full time equivalent roles which would be primarily focused on the daily operation of the Hobart Netball and Sports Centre.
- An increase in recreational opportunities will also have an indirect economic benefit by supporting a healthier community and reducing the pressures on Tasmania's health system.

4

New Town Sports Precinct (cont)

PROJECT BENEFITS

- An increase in netball courts by two.
- An indoor court with capacity to potentially host Australian Netball League matches.
- Improved parking and an increase in parking spaces. Improved traffic management and pedestrian safety by increasing drop-off and pick-up spaces as well as dedicated pedestrian access.
- Improved function facilities at New Town Oval and the Hobart Netball and Sports Centre.
- Four new modern, accessible change rooms for New Town Oval.
- New change rooms for the Hobart Netball and Sports Centre.
- New accessible public toilet facilities.
- Improved storage.
- New accessible clubroom facility for the New Town Croquet Club.

The New Town Sports Precinct is probably one of the most heavily used sporting precincts in Greater Hobart, if not Tasmania. It attracts up to 400 000 people every year, and this number is growing. Many of the clubs and associations that use the precinct are experiencing huge growth in participation.

While the City of Hobart has received some funding towards upgrading facilities at this

site, including \$1 million for stage one of the New Town Sports Precinct Master Plan redevelopment, we have been predominately unsuccessful in attracting a meaningful share of funding towards much-needed upgrades to its aging sporting facilities.

Examples of projects funded outside of Hobart in recent years include:

- **\$25 million** towards a precinct plan at Devonport Oval (2024 state election commitment).
- **\$21.5 million** towards upgrades at the Elphin Sports Centre (2024 state election commitment).
- **\$5 million** towards the Glenorchy War Memorial Pool (2024 state election commitment).
- **\$8 million** towards the planning design and construction of a new multi-sports facility at Rokeby (2021 state election commitment).
- **\$65 million** investment to redevelop UTAS Stadium (2021 state election commitment).
- **\$27.5 million** towards the \$43.6 million Northern Suburbs Community Recreation Hub.
- **\$10 million** investment towards the upgrade of football facilities across Tasmania (2021 state election commitment).
- **\$6 million** towards upgrades at Blundstone Arena (2021 state election commitment).



- **\$5 million** for works at the Silverdome (2021 state election commitment).
- **\$33.5 million** to design, plan and construct an indoor sports facility at Glenorchy to be used for multiple sports including basketball, netball, gymnastics, volleyball, futsal and martial arts (2018 state election commitment).
- Up to **\$2.5 million** towards the Pembroke Park redevelopment plan (2018 Prosser state election campaign).
- **\$2 million** towards upgrades at the Moonah and Clarence sports centres.

Club	Active/playing members	Number of teams	Expected membership change
Southern Tasmania Netball Association	2518	284	+30%
Buckingham Bowls Club	102	59	+10%
New Town Croquet Club	51	4	+20%
New Town District Cricket Club	147	13	+10%
North Hobart Junior Football Club	450	NA	+25%
St Virgils Football Club	102	4	+20%
Hobart Wheelers Cycling Club	79	NA	+15%

5

Dedicated home for the Hobart Phoenix Basketball Association

THE ASK

The City of Hobart is seeking funding towards the construction of a dedicated basketball facility at Rugby Park to be used as a home base for the Hobart Phoenix Basketball Club.

KEY FACTS

Project value	\$22 million over five years
Funding sought	\$7.3 million (State Government commitment) \$11 million (Federal Government commitment)
Funding committed	City of Hobart contribution to be determined
Phase	DA documentation is currently under preparation
Project timeline	Two years with likely start date in 2025

WHY IT'S IMPORTANT

The City of Hobart recognises that sport and recreation is a significant contributor to the economy and also provides many health and social benefits, building on Hobart's lifestyle attributes.

We recognise these benefits by providing and facilitating access to a variety of sport, recreation and leisure opportunities across Hobart, ensuring facilities are the starting block for greater participation in sport and helping people to maintain active and healthy lifestyles.

The City of Hobart currently owns and operates 19 outdoor sports grounds, and 34 recreational leased facilities. With over 120 sporting clubs accessing these facilities, there

is an ever increasing demand for facilities that support non-structured recreational and the casualisation of sport.

With a multi-purpose stadium at the core of the proposed Macquarie Point Urban Renewal project, it is imperative community infrastructure is boosted to allow community sport to thrive. Investment in the stadium should foster grassroots sports while creating sustainable sporting infrastructure for the entire community.

Currently, more than 15 000 people play basketball in Tasmania, and this number is growing. Many of these players are children. There are just 50 or so basketball courts available for use across the state.



5

Dedicated home for the Hobart Phoenix Basketball Association (Cont)

Greater Hobart suffers from a severe shortage of basketball courts. Despite having the third highest population of any local government area in Tasmania, the City of Hobart provides just one outdoor basketball court, at South Hobart Oval, and this court does not meet regulations for matches.

In 2023 Basketball Tasmania said the state needs at least 26 new indoor courts to keep up with demand, following the runaway success of the Tasmania JackJumpers and the surge in interest in basketball.

While acknowledging both private and government investment in the development of new basketball courts in Tasmania's south in recent years, there are no other indoor community spaces for basketball being development.

The Hobart Phoenix Basketball Club is one of the many clubs experiencing exponential growth in Tasmania. Established in 1990, the club currently fields over 125 teams throughout the year, with up to 700 players hitting the court each and every week. However, the club does not have a dedicated home base and is heavily reliant on the hire of school courts and courts provided by private operators. The club is forced to play all matches outside of Hobart. Without a dedicated home the club is unable to create a community environment that fosters greater social, health and economic outcomes.

The club is therefore currently seeking funding towards the construction of four courts on Hobart City Council land owned at Rugby Park, New Town.

ECONOMIC BENEFITS

- This project would create an estimated 44 construction jobs and five professional services jobs such as engineering or architecture.
- Over the longer term the project could create up to two full time equivalent roles, which would be charged with managing the stadium, administration, cleaning and maintenance.
- An increase in recreational opportunities would also have indirect economic benefits by supporting a healthier community and reducing pressures the health system.

PROJECT BENEFITS

- New basketball stadium including four courts.
- New changeroom facilities.
- Accessible toilet and shower facilities.
- Administrative facilities to support club growth.
- Improved and increased parking including the provision of equal access.

While the City of Hobart acknowledges it has received some funding towards facility upgrades, including \$1 million for stage one of the New Town Sports Precinct Master Plan redevelopment, we have predominately been unsuccessful in attracting any meaningful share of funding towards much-needed upgrades to aging sporting facilities or the provision of new facilities.



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Out of Scope

From: Minister Abetz
Sent: Tuesday, 3 September 2024 9:19 AM
To: lord.mayor@hobartcity.com.au
Subject: RESPONSE - Cr Anna Reynolds from Minister Abetz - 2024-25 Advocacy Priorities
Attachments: RESPONSE - Cr Anna Reynolds from Minister Abetz - 2024-25 Advocacy Priorities.PDF

Dear Lord Mayor

Please find attached correspondence sent on behalf of the Minister for Business, Industry & Resources and Minister for Transport, the Hon Eric Abetz MP.

Regards

Departmental Liaison Officer

Office of the Hon Eric Abetz MP

Minister for Business, Industry and Resources

Minister for Transport

Leader of the House

Phone: 03 6165 9405 | E-mail: minister.abetz@dpac.tas.gov.au

Level 10, Executive Building
15 Murray Street, Hobart, TAS, 7000

Department of Premier & Cabinet

www.premier.tas.gov.au



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Minister for Business, Industry and Resources
Minister for Transport
Leader of the House



Level 10, Executive Building, 15 Murray Street, Hobart TAS 7000
GPO Box 123, Hobart TAS 7001
Phone: 03 6165 9405 | Email: Minister.Abetz@dnac.tas.gov.au

5 SEP 2024

Cr Anna Reynolds
Lord Mayor
City of Hobart
Email: lord.mayor@hobartcity.com.au

Dear Lord Mayor *Anna*

Thank you for your letter of 26 August 2024 and for sharing the City of Hobart's 2024-25 Advocacy Priorities. I note that similar correspondence has been sent to the Premier and other Ministers.

Hobart's liveability and continued prosperity is a shared priority, and I am confident that by working together, we can achieve the best outcomes for the city and its residents.

Thank you once again for bringing these priorities to my attention. I look forward to our continued engagement to realise Hobart's full potential.

Yours sincerely

Eric Abetz MP
Minister for Business, Industry and Resources

PS - I thought Collins St bike way was a trial.

Released under RTI

min 26/17/330



OFFICE OF THE LORD MAYOR
HOBART TOWN HALL

The Hon. Eric Abetz MP

Minister for Transport

Via email: Minister.Abetz@dpac.tas.gov.au

Dear Minister Abetz

Thank you for your letter of 3 September 2024. I wanted to respond to the question you asked at the bottom of the letter regarding the Collins Street trial.

The City and the Tasmanian Government have been working well together around the need to install better infrastructure to support active modes of travel.

We support the Tasmanian Government's efforts to increase the use of active-modes of transport through your [Tasmanian Walking and Cycling for Active Transport Strategy](#).

We have also appreciated the work with the Tasmanian Government and the Greater Hobart Councils to develop the [Greater Hobart Cycling Plan](#) which identifies Collins Street as a key route for cycling from points to the west and south of the City.

The Council meeting of 16 September 2024 endorsed a trial of improvements to Collins Street, between Molle and Murray Streets, including more street planting, street side dining and seating as well as separated cycle lanes beginning in early 2025.

The work will feature a range of low-cost street enhancements to improve safety for people walking and riding along the street.

The 24-month trial will involve regular monitoring and evaluation as well as community engagement, ensuring any necessary adjustments can be made during the trial period.

I would like to take the opportunity to thank you again for your support of the improved infrastructure via the 'Better Active Travel in Tasmania' program. I would be happy to keep you updated on this and other active transport projects around the City.

Yours sincerely

A handwritten signature in cursive script that reads "Anna Reynolds".

Cr Anna Reynolds
LORD MAYOR

Wednesday 18 September 2024