

ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 12 March 2024  
CONFIDENTIAL AGENDA BUSINESS ITEM

Item: 20.2

Responsible Officer: David Collins  
Manager Strategic Assets  
Environment and Infrastructure

Subject: Amy Gillett Bikeway – Stage 4 Letter of Variation –  
Confidential Item

For: Decision

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1. Amy Gillett Bikeway – Stage 4 Letter of Variation - Exclusion of the Public

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, except:

- Chief Executive Officer, Greg Georgopoulos
- Director Community and Development, Natalie Armstrong
- Director Environment and Infrastructure, David Waters
- Governance Support, Tracy Riddle
- Governance & Performance Coordinator, Zoe Gill
- ICT Support, Tom Portas
- Minute Secretary, Rebekah Lyons

be excluded from attendance at the meeting for Agenda Item 20.2: (Amy Gillett Bikeway - Stage 4 Letter of Variation) in confidence.

The Council is satisfied that it is necessary that the public, with the exception of Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:

- (j) Section 90(3)(j) of the *Local Government Act 1999*, the information to be received, discussed, or considered in relation to this Agenda Item is information the disclosure of which –
- (i) would divulge information provided on a confidential basis by or to a Minister of the Crown, or another public authority or official (not being an employee of the council, or a person engaged by the council); and
  - (ii) would, on balance, be contrary to the public interest.

Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

## **2. Amy Gillett Bikeway – Stage 4 Letter of Variation – Confidential Item**

### **SUMMARY**

The purpose of this report is to present a final Letter of Variation to the original Funding Deed from the Federal Government for Council consideration and authorisation.

Council has been advocating for the completion of Stage 4 (Mount Torrens to Birdwood) and Stage 5 (Birdwood to Mount Pleasant) of the Amy Gillett Bikeway since the completion of Stage 3 by the State Government in 2014.

Following strong community support and advocacy from the Federal Member for Mayo Rebekha Sharkie MP, in 2020 the Federal Government allocated \$2.6m in the Federal Budget to complete Stage 4 (Mount Torrens to Birdwood) under the then Community Development Grants Program.

Provision of funding was dependent on the preparation and execution by Adelaide Hills Council and the S.A. Department for Infrastructure and Transport (the “DIT”) of the funding agreement that sets out the terms and conditions under which the funding is provided, including confirmation of project cost estimates, final designs and confirmation of how any cost over-runs will be funded.

Following concept design and cost estimates prepared by DIT, it became clear that the funding was not going to be able to deliver the intended outcome.

The Federal Government extended a deadline for completion of the funding agreement on a number of occasions and has recently advised of a firm deadline of 28 April 2023. A funding agreement was completed and issued to the Federal Government and in April 2023 the Federal Government supplied a Letter of Variation to the original Funding Deed variation request which was lodged in early November 2023.

A final decision by the Federal Government has now been received in the Letter of Variation to the original Funding Deed from the Federal Government for Council consideration and authorisation.

### **RECOMMENDATION**

#### **Council resolves:**

- 1. That the report be received and noted.**
  - 2. To note the Letter of Variation - Community Development Grants Programme – CDG1623 – Amy Gillett Bikeway – Mount Torrens to Birdwood contained in Appendix 1.**
  - 3. To authorise the Mayor and Chief Executive Officer to affix the Council’s common seal in acceptance of the Deed of Variation attached to the Letter of Variation.**
  - 4. To authorise the Chief Executive Officer to negotiate any further variations as may be required, for the duration of the project, so long as the substantive intent of the project outcomes and funding arrangements remain unchanged; and to authorise the Mayor and Chief Executive Officer to affix the Council’s common seal, if necessary, to any applicable Deed of Variation arising there from.**
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## 1. BACKGROUND

Resolution of Council 23 April 2023 - in this resolution Council agreed to enter into the Deed with the Federal Government subject to the State Government delivering the project. The State Government are not delivering the on-ground works.

### 18.1.1 Amy Gillett Bikeway – Stage 4 Agreement – Confidential Item

8.52pm Cr Pascale left the Chamber

Moved Cr Malcolm Herrmann  
S/- Cr Mark Osterstock

103/23

Council resolves:

1. That the report be received and noted.
2. To commit to provide up to \$500,000, if necessary, toward the cost of Stage 4 of the Amy Gillett Bikeway (Mt Torrens to Birdwood), on the proviso that the Council's contribution is spread over a number of years, preferably not less than 4, via an arrangement with the State Government, on an interest free basis.
3. To note that Stage 4 of the Bikeway may be constructed to an unsealed (compacted road base/rubble/gravel) standard, with the ability for the State Government to seal its asset (bitumen/asphalt) in the future.
4. To authorise the Chief Executive Officer or his delegate to:
  - a. finalise arrangements concerning the Council's financial contribution;
  - b. negotiate aspects of the design and construction of the Bikeway;
  - c. enter into a "Deed of Agreement" with the Federal Department of Infrastructure, Transport, Regional Development and Communications, on behalf of the Council, subject to the State Government committing to deliver the project;
  - d. enter into any other agreements or contracts required to finalise the matter, at no additional cost to Council, now, or in the future.
5. If required for the purpose of executing any agreement associated with this matter, to authorise the Mayor and Chief Executive Officer to affix the Council's common seal.

Carried Unanimously
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## 2. ANALYSIS

### ➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

*Strategic Plan 2020-24 – A brighter future*

Goal	A functional Built Environment
Objective B1	Our district is easily accessible for Community, our businesses, and visitors.

- Priority B1.1 Increase accessibility to our district through the development and delivery of high priority trails and routes for all cyclists (on-road, off road, commuters, recreational) and pedestrians.
- Priority B1.3 Progress state-wide and inter-regional connectivity of cyclist routes by partnering with neighbouring councils.

*Trails and Cycling Routes Management Policy*

Support Tourism and economic development within the Adelaide Hills Region.  
 Foster community involvement and stewardship of trails and cycle routes

➤ **Legal Implications**

Not applicable.

➤ **Risk Management Implications**

They are several unique risks associated with the construction by Council of the Amy Gillett Bikeway Stage 4 from Mount Torrens to Birdwood.

*Accepting the Letter of Variation offer will assist in mitigating the risk of:*

*Council having insufficient funding to allow progress of the Amy Gillett Bikeway – Stage 4*

Inherent Risk	Residual Risk	Target Risk
Extreme (4A)	Extreme (4B)	Medium

➤ **Financial and Resource Implications**

As this report is presented solely for the purpose of seeking Council’s endorsement of the Deed of Variation to the existing Federal Government funding agreement, which largely relates to project timing, the full financial implications of the project are not repeated. Council received a detailed analysis of the funding breakdowns and cost implications at its meeting held on 27 February 2024.

The current committed funding to the project is as follows:

Federal Government	\$2,600,000
State Government	\$2,600,000
Adelaide Hills Council base	\$ 500,000
Adelaide Hills Council nominal contingency (if reqd)	\$ 260,000
<b>TOTAL available</b>	<b>\$5,960,000</b>
<b>TOTAL project cost estimate</b>	<b>\$5,960,000</b>

➤ **Customer Service and Community/Cultural Implications**

It is reasonable to suggest that the community has a high expectation that Stage 4 of the Amy Gillett Bikeway will be delivered, and the on-going delays are causing frustration in the

community and the family of Amy Gillett. Approving the Deed of Variation will enable works to proceed.

➤ **Sustainability Implications**

Based on the experiences shared on construction of the first three stages and potential broader connections to trails, it is forecast that the Amy Gillett Bikeway would generate sustained positive impacts both economically and socially.

➤ **Engagement/Consultation conducted in the development of the report**

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not Applicable
<i>Council Workshops:</i>	Not Applicable
<i>Advisory Groups:</i>	Not Applicable
<i>External Agencies:</i>	Federal Department of Transport, Regional Development, and Communications
<i>Community:</i>	Not Applicable

➤ **Additional Analysis**

Project Timelines

The Council lodged a variation request with the Federal Government for the Amy Gillett Bikeway Stage 4. This was necessary when it became apparent that the original milestones as part of the signed funding agreement would not be met as a consequence of the, then, lack of State Government commitment to deliver the project. The Agreement originally required confirmation of funding, final design and cost estimates, and 10% of construction being completed by 1 November 2023. The variation put forward and now agreed to by the Federal Government delegate reset milestone 1 to the 15th of May 2024 with a final completion date of April 2025.

**3. OPTIONS**

Council has the following options:

- I. Authorise the Mayor and Chief Executive Officer to affix the Council's common seal to the Letter of Variation – Community Development Grants Programme – Amy Gillett Mount Torrens to Birdwood (Recommended).
- II. Not accept the Letter of Variation – Community Development Grants Programme – Amy Gillett Mount Torrens to Birdwood and continue the current bikeway as is (Not Recommended).

**4. APPENDICES**

- (1) Letter of Variation - Community Development Grants Programme – CDG1623 – Amy Gillett Bikeway – Mount Torrens to Birdwood.

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# **Appendix 1**

*Letter of Variation - Community Development Grants  
Programme – CDG1623 – Amy Gillett Bikeway  
– Mount Torrens to Birdwood*

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Australian Government

Department of Infrastructure, Transport,  
Regional Development, Communications and the Arts

Ref: CDG1623

Mr Greg Georgopoulos  
Chief Executive Officer  
Adelaide Hills Council  
PO Box 44  
WOODSIDE SA 5244

Dear Mr Georgopoulos

**Letter of Variation - Community Development Grants Programme – CDG1623 – Amy Gillett Bikeway – Mount Torrens to Birdwood**

On 28<sup>th</sup> April 2023, you entered into an agreement with the Commonwealth (the 'Agreement'), in relation to a grant under the Community Development Grants Programme (the 'Grant').

The Commonwealth proposes to vary the terms of the Agreement as per the Schedule attached. The amendments will take effect from the date both parties have signed the Deed of Variation.

Other than these amendments, all the other provisions of the Agreement remain in full force and effect.

To accept these amendments to the Agreement, please sign and return a scanned copy of the Deed of Variation to [CDG.Projects@infrastructure.gov.au](mailto:CDG.Projects@infrastructure.gov.au) within two weeks of the date of this letter, otherwise this offer will lapse.

If you have any questions regarding this variation, please contact Matt Paton on (02) 6136 8793 or the email address above.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Jennie Hood', written in a cursive style.

Dr Jennie Hood  
Assistant Secretary  
Regional Programs Branch  
8 March 2024

## Signatures

### Executed as a deed:

Adelaide Hills Council, 23 955 071 393 (the 'Grantee') agrees to vary the Agreement as outlined in this Letter of Variation and the attached Schedule.

Recipient:  
(please print)

Full legal name of Recipient:	Signed, sealed and delivered for and on behalf of Adelaide Hills Council, 23 955 071 393
Name:	.....
Position:	.....
Signature and date:	.....
Witness Name:	.....
Signature and date:	.....

## Commonwealth:

(please print)

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts  ABN: 86 267 354 017	
Name:	.....
Position:	.....
Signature and date:	.....
Witness Name:	.....
Signature and date:	.....



## **Schedule**

The Schedule of the Agreement is deleted and replaced with the attached Schedule set out below.

## SCHEDULE 1 PARTICULARS

### A. Programme, Project, Purpose, Activity and Funding and Payment (Recital A, clauses 1.1.1 and 2.1.1)

#### Programme

The Commonwealth is undertaking the Community Development Grants programme, which was to support needed infrastructure that promotes stable, secure and viable local and regional economies.

#### Project

The project to be undertaken by the Recipient is the construction of a shared unsealed bike path of at least 5.4 km from Mount Torrens to Birdwood, South Australia, along a disused railway corridor. This is an extension of the current Amy Gillett Bikeway. The Project will include the Activity that the Programme will fund, defined in more detail in item A.5 of the Schedule.

The Project Completion Date is ~~2 September 2024~~ **30 April 2025**

#### A.3. Purpose

The Purpose for which the completed Project is required to be used is:

- Increased tourism and social amenity in the area; and
- Increased employment, with increased local spending on goods and services.

#### A.4. Operational Period

The Operational Period commences on the date the Commonwealth accepts the Project Completion Report, to the Commonwealth's satisfaction. The duration of the Operational Period is dependent on the amount of Funding provided by the Commonwealth under this Agreement. The thresholds are set out in the table below:

Amount of Funding	Duration of Operational Period
Over \$1,000,000	Five (5) years

During the Operational Period, the Recipient must, if requested by the Commonwealth to do so, promptly provide evidence satisfactory to the Commonwealth that the Project is Operational.

#### A.5. Activity

The Activity to be undertaken by the Recipient is an extension of at least 5.4~~6~~ km of the Amy Gillett Bikeway as a bike path (unsealed trail) from Mount Torrens to Birdwood, continuing along a disused railway corridor including:

- ~~Construction of at least 3 bridges with the following dimensions—~~
  - ~~Bridge 1— at least 7.5m long— 7.5m single span x 2.5m clear width~~
  - ~~Bridge 2— at least 15m long— at least 2 x 7.5m Double Span x 2.5m Clear Width~~

~~○ Bridge 3 – at least 22.5m long – at least 3 x 7.5m Double Span x 2.5m Clear Width~~

- Construction/upgrade of 1 bridge at Burford Hill Road and construction of two large box culverts. The two large box culverts will be installed to cross Angus Creek and Williams Creek near Mullers Road.
- Clearing of timber as required to ensure path is trafficable and overhead branches do not impede the use of the bike path by all users
- Base Preparation – structural base for the bike path (unsealed trail) surface. To be undertaken in accordance with the Guide to Bikeway Pavement Design Construction and Maintenance
- Signage for the Bikeway – at least 4 interpretative and descriptive signs that meet section 2 of the Manual of Legal Responsibilities and Technical Requirements for Traffic Control Devices (SA Department of Planning, Transport and Infrastructure) along the Bikeway.

The Activity Period commences on the Date of this Agreement and ends on the Activity Completion Date which is ~~2 September 2024~~ **30 April 2025**

**A.6. Reserved**

**A.7. Funding and Payment  
(clauses 1.1.1, 3.1, 6)**

The total Funding for the Activity is **\$2,600,000** GST exclusive. The Funding will be paid as follows:

1. The first payment of Funding specified in the table at Annexure A will not be made until:
  - a) this Agreement has been executed by all Parties and all Milestones specified in the table at Annexure A that relate to the first payment have been achieved to the Commonwealth's satisfaction; and
  - b) all Reports identified in item D of the Schedule as being due on or before the due date for the first payment have been received and accepted by the Commonwealth; and
2. The second and each subsequent payment specified in the table at Annexure A will not be made until:
  - a) all Milestones specified in the table at Annexure A that relate to the relevant payment have been achieved to the Commonwealth's satisfaction;
  - b) all Reports identified in item D of this Schedule as being due on or before the due date for the relevant payment have been received and accepted by the Commonwealth; and
  - c) the Recipient has provided the Commonwealth with evidence that all previously paid Funds have been expended or committed.

### Invoicing

The Commonwealth must receive a properly rendered invoice or, if required a tax invoice which meets the requirements of the Australian Taxation Office for the amount of the payment and;

The Recipient must provide the Commonwealth with evidence that all previous paid Funding has been expended or committed.

## **B. Budget**

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### **(clause 6.2)**

The Budget for the Activity, identifying the Funding and Other Contributions, is at Annexure B.

The percentage of the Budget (Total Cost) below which Funding may be transferred between Cost items without the Commonwealth's approval is 10%.

The percentage of the Budget (Total Cost) which must not be exceeded in total transfers between expenditure items per Financial Year is 20%.

## **C. Other Contributions**

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### **(clause 7)**

#### **Other Contributions**

Other Contributions are specified at the table titled "Other Contributions" in Annexure B. Any financial or in-kind assistance that the Recipient has received from the Commonwealth of Australia or a State, Territory or local government and which the Recipient intends to, or is required to, use to perform the Activity must be identified in Other Contributions.

## **D. Reporting**

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### **(clauses 1.1.1, 2.6)**

#### **Progress Reports, Activity Completion Report and Project Completion Report**

D.1.1 The Recipient must give the Commonwealth the Progress Reports, the Activity Completion Report and Project Completion Report by the times specified in the Table of Milestones, Reports and Payments relating to the Activity at Annexure A.

D.1.2 Each Progress Report must contain:

- a. details of progress and performance against the Activity, and the Project (to the extent that it is directly related to the relevant part of the Activity which is being covered by that Progress Report) and evidence of completion of the Milestones listed in Annexure A of the Schedule that are due for completion (including but not limited to photographs to demonstrate completion of Milestones) during the period between the Recipient's previous Progress Report and the due date of this Progress Report (or in the case of the first Progress Report, the period between the Date of this Agreement and the due date of the first Progress Report);
- b. details of mitigating circumstances and remedial action undertaken in the event a Milestone is not met or completed in the manner and/or by the time

specified;

- c. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project;
- d. evidence that the Recipient has obtained and/or utilised in-kind Other Contributions specified in the table at Annexure B;
- e. a statement of receipts (which separately identifies any interest earned on the Funding) and expenditure to date in respect of the Funding; and
- f. a statement of receipts and expenditure to date in respect of Other Contributions (excluding in-kind).

D.1.3 The Activity Completion Report must contain:

- a. evidence that the Activity and the Milestones have been completed;
- b. an analysis of the planning, implementation and overall process the Recipient followed to deliver the Activity;
- c. any recommendations on improved practice, relevant to the Recipient's and the Commonwealth's practices, that may assist in the delivery of future projects;
- d. a copy of the current Assets register described in item E.1.2 of this Schedule and a copy of the Real Property register described in item E.2.4 of this Schedule;
- e. evidence that the Recipient has obtained in-kind Other Contributions for the Activity specified in the table at Annexure B;
- f. an up to date Audited Financial Report in respect of the Activity; and
- g. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity, not already included in the Progress Report/s.
- h. a copy of the Assets register described in item E.1 of this Schedule and a copy of the Real Property register described in item E.2 of this Schedule.

D.1.4 The Project Completion Report must contain:

- a. evidence that the Project has been completed;
- b. an analysis of the planning, implementation and overall process the Recipient followed to deliver the Project;
- c. any recommendations on improved practice, relevant to the Recipient's and the Commonwealth's practices, that may assist in the delivery of future projects;
- d. a copy of the Assets register described in item E.1 of this Schedule and a copy of the Real Property register described in item E.2 of this Schedule.
- e. evidence that the Recipient obtained in-kind contributions specified in the table at Annexure B;
- f. an Audited Financial Report; and
- g. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project, not already included in the Progress Report/s.

In addition, the Project Completion Report must also:

- h. describe the Recipient's activities during the Term;  
discuss in detail the conduct, benefits and outcomes of the Activity as a whole  
and the Activity's results and findings; and

Reserved.

The Recipient must also include in the Project Completion Report a discussion of any other matters relating to the performance of the Project and Activity, which the Commonwealth notifies the Recipient is required to be included in the Project Completion Report. Any such requirement will be notified to the Recipient at least 20 Business Days before the Project Completion Report is due.

- D.1.5. Unless otherwise agreed by the Commonwealth in writing, all Reports must be:
  - a. supplied in hard copy or electronic form;
  - b. supplied in a format that is acceptable to the Commonwealth; and
  - c. signed by the Recipient's Chief Executive Officer, Chief Financial Officer or other person authorised by the Recipient to execute documents and legally bind the Recipient by their execution.

### **Audit and certification**

The Activity Completion Report and Project Completion Report must be accompanied by a copy of a letter to the Recipient from the Approved Auditor, or a report from the Approved Auditor, that includes:

- a. separate audited statements of receipts and expenditure in respect of the Funding and Other Contributions (excluding in-kind), which must:
  - i. comply with all relevant Australian Accounting Standards
  - ii. separately identify any interest earned on the Funding
  - iii. include a definitive statement made by an Approved Auditor as to whether:
    - 1. the statements of receipts and expenditure are fair and true
    - 2. Funding and Other Contributions (excluding in-kind) were held and expended in accordance with this Agreement
- b. a certificate, signed by the Recipient's Chief Executive Officer, Chief Financial Officer or a person authorised by the Recipient to execute documents and legally bind the Recipient by their execution, that:
  - i. all Funding and Other Contributions (excluding in-kind) received was expended for the purpose of the Activity and Project and expended and held in a manner in accordance with this Agreement
  - ii. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant Law on industrial or workplace relations.

### **Other Reports**

Throughout the Term, the Commonwealth may require the Recipient to provide ad-hoc Reports concerning:

any significant developments concerning the Activity;

any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement; and

the outcomes and outputs of the project as listed in the application.

The Recipient must provide any such ad-hoc Reports within the timeframe notified by the Commonwealth.

## **E. Assets and Real Property**

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### **(clauses 1.1.1 and 9)**

#### **Assets**

- E.1.1. For the purposes of Clause 9, the Recipient may create, acquire or upgrade the following Assets: None Specified.
- E.1.2. The Recipient must for the Term of this Agreement maintain an Asset Register in the following form and containing the following information:
- a. Asset description;
  - b. acquisition, upgrade or creation price or total lease cost;
  - c. date of acquisition, creation, upgrade or lease;
  - d. if leased, type and term of lease;
  - e. location of Asset;
  - f. date of Disposal;
  - g. disposal method; and
  - h. if the Asset was partly created, acquired or upgraded using the Funding, the proportion of that creation, acquisition or upgrade that was paid for with the Funding.
- E.1.3. The Recipient must use the Assets created, acquired, or upgraded under this Agreement for the Purpose set out in item A.3 of the Schedule for the duration of the Operational Period.

#### **Real Property**

- E.2.1. The Real Property includes the Amy Gillett Bikeway – Mount Torrens to Birdwood project.
- E.2.2. The Capital Works includes the construction of an unsealed shared bike path from Mount Torrens to Birdwood, South Australia including the Works Location.
- E.2.3. The Works Locations extends from Mount Torrens to Birdwood SA, along the designated project track.
- E.2.4. The Recipient must for the Term of this Agreement maintain a Real Property Register in the following form and containing the following information:
- a. Real Property description;

- b. acquisition, upgrade or creation price or total lease cost;
- c. date of acquisition, creation, upgrade or lease;
- d. if leased, type and term of lease;
- e. location of Real Property;
- f. date of Disposal;
- g. disposal method; and
- h. if the Real Property was partly created, acquired or upgraded using the Funding, the proportion of that creation, acquisition or upgrade that was paid for with the Funding.

E.2.5. The Recipient must use the Real Property created, acquired, or upgraded under this Agreement for the Purpose set out in item A.3 of the Schedule for the duration of the Operational Period.

**F. Insurance**  
**(clause 21.5)**

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The Recipient must maintain:

workers compensation insurance as required by law where the Recipient carries out activities under this Agreement;

public liability insurance to the value of at least \$10 million for each and every claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be; and

insurance against any loss or damage to an Asset or Real Property for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants.

**G. Reserved**

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**H. Acknowledgement and publicity**  
**(clause 14)**

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H.1.1 If the Recipient erects or maintains any signage in relation to the Project, the signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding as required under Clause 14 of this Agreement. Any signage must remain in place during the Operational Period for the Project as specified in Item A.4. Signage for the Activity may be paid from the Budget if approved by Us. Signage for any other part of the Project must be at the Recipient's own cost.

H.1.2 If a Federal, State or Local Government election is announced, the Recipient must cover any sign that is displayed within 100 metres of a polling place with an opaque (impenetrable to sight), durable and water repellent material from a period not less than 48 hours before the commencement of polling at that polling place until the polls close.



- H.1.3 The Recipient must include the Commonwealth logo in all signage, publications and promotional activities related to the Activity.
- H.1.4 The Recipient must not use the Commonwealth's logo without the Commonwealth's approval. If the Commonwealth provides approval for the Recipient's use of the Commonwealth's logo, the Recipient must use it in accordance with the Commonwealth's Print Style Guidelines (as advised by the Commonwealth).
- H.1.5 All the Recipient's publicity, announcements and media releases relating to the Activity must be cleared through the Commonwealth's contact officer specified at item L of the Schedule with at least 10 Business Days' notice, before release.
- H.1.6 The Commonwealth reserves the right to publicise and report on the provision of Funding to the Recipient, including progress on completing the Activity and the Project. The Commonwealth may do this by including the information specified in clause 14.2 in media releases, general announcements about the Funding and in annual reports and in electronic media.
- H.1.7 The Recipient must conduct an official opening of the completed Activity and Project unless otherwise agreed by the Commonwealth.
- H.1.8 The Recipient must provide to the Commonwealth with at least 3 options for dates for the official opening, or any other milestone events that the Recipient chooses to conduct (e.g. stage completion), for the Activity and the Project. These dates must be provided at least 56 days prior to the first proposed date for each event to be conducted.
- H.1.9 The date of official openings or other official public function for the completed Activity and Project must be agreed by the Commonwealth.
- H.1.10 The Recipient must invite the Commonwealth's representative to officiate at any official opening or other official public function relating to the Activity or the Project.
- H.1.11 The Commonwealth Minister's prior agreement must be sought, to invite any other Commonwealth or State elected official or other officials to attending either function. This invitation must be provided to the Commonwealth no later than 56 days before the date of the official opening or other official public function relating to the Activity or the Project.
- H.1.12 The Recipient must coordinate requests for the Commonwealth's agreement to the date of official openings and requests for Commonwealth representation at official openings or other official functions relating to the Activity or the Project through the Commonwealth's contact officer specified at item L of the Schedule.

**I. Reserved**

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**J. Compliance with laws and policies  
(clause 21.13)**

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The Recipient must comply with the following laws and policies in carrying out the Activity:

- Crimes Act 1914;
- Criminal Code of Conduct 1995;
- Disability Discrimination Act 1992;
- Workplace Gender Equality Act 2012;
- Building and Construction Industry (Improving Productivity) Act 2016;
- Racial Discrimination Act 1975;
- Sex Discrimination Act 1984;
- Migration Act 1958
- Work Health and Safety Act 2011.

For the purposes of clause 21.13, the following policies are identified:

Community Development Grants Programme – Grant Programme Guidelines

**K. Statutory Approvals  
(clause 2A.2)**

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For the purposes of subclause clause 2A.2, the Recipient must obtain statutory approvals for the Project.

**L. Notices**

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**(clause 18.1)**

The Commonwealth's details for notices are as follows:

Name: ~~Jane Hunt~~ **Dr Jennie Hood**  
~~Ag~~ Assistant Secretary  
Regional Programs Branch

Address: Department of Infrastructure, Transport, Regional  
Development, Communications and the Arts  
GPO Box 594  
CANBERRA ACT 2601

Email: [CDG.projects@infrastructure.gov.au](mailto:CDG.projects@infrastructure.gov.au)

The Recipient's details for notices are as follows:

Name: ~~Mr David Waters~~ **Mr Greg Georgopoulos**

Position: ~~Ag~~ Chief Executive Officer

Address: PO Box 44  
WOODSIDE SA 5244

Telephone: 08 8408 0400

E-mail: [dwaters@ahc.sa.gov.au](mailto:dwaters@ahc.sa.gov.au) [ggeorgopoulos@ahc.sa.gov.au](mailto:ggeorgopoulos@ahc.sa.gov.au)

**M. Applicable Law**

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**(clause 21.14)**

The Laws of the Australian Capital Territory apply to this Agreement.

**N. Confidential Information**

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**(clause 13)**

**Commonwealth's Confidential Information**

None Specified

**Recipient's Confidential Information**

None Specified

**ANNEXURE A**

**Table of Milestones, Reports and Funding payments relating to the Activity**

<b>Report</b>	<b>Milestone(s) / Information covered by the Report</b>	<b>Milestone Completion Date</b>	<b>Payment amount (GST Exclusive)</b>	<b>Due Date for Report</b>	<b>Due Date for Funding Payment</b>
Progress Report 1	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> <li>confirmation of final cost estimates;</li> <li>confirmation of final designs;</li> <li>confirmation of State Government funding;</li> <li>the activity at Item A.5 is reviewed and if required, varied to reflect the outputs of the final designs; and</li> <li><del>30</del> 10 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar.</li> </ul>	<del>3 October 2023</del> 15 May 2024	\$780,000 \$500,000	<del>1 November 2023</del> 12 June 2024	<del>15 November 2023</del> 26 June 2024
Progress Report 2	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> <li>40 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar.</li> </ul>	16 October 2024	\$280,000	13 November 2024	27 November 2024
Progress Report <del>2-3</del>	Evidence acceptable to the Commonwealth that the following has been achieved: <ul style="list-style-type: none"> <li>75 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar.</li> </ul>	<del>1 February 2024</del> 20 December 2024	\$1,170,000	<del>1 March 2024</del> 17 January 2025	<del>15 March 2024</del> 31 January 2025

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress Report <del>3-4</del>	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> <li>an Event Invitation has been submitted to the Department as required at Item H of the Schedule; and</li> <li>90 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar.</li> </ul>	<del>3 June 2024</del> 3 March 2025	\$390,000	<del>1 July 2024</del> 31 March 2025	<del>15 July 2024</del> 14 April 2025
Project Completion Report	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> <li>the Activity, at Item A.5 of the Schedule, is complete;</li> <li>the Project, at Item A.2 of the Schedule, is complete;</li> <li>all approvals required to enable public access and use of the facility have been met; and</li> <li>the Project is fully Operational.</li> </ul>	<del>2 September 2024</del> 30 April 2025	\$260,000	<del>2 December 2024</del> 23 July 2025	<del>16 December 2024</del> 6 August 2025

## ANNEXURE B

<b>BUDGET FOR THE EXPENDITURE OF CDG FUNDING</b>		
Cost item	Description	Amount (GST exclusive)
Construction and Upgrade	Amy Gillett Bike Bikeway – Mount Torrens to Birdwood	\$2,600,000
<b>Funding (A)</b>		<b>\$2,600,000</b>

<b>OTHER CONTRIBUTIONS (FINANCIAL)</b>			
Name of Contributor	Cost Item	Description of item	Amount (GST exclusive)
South Australian Government	Construction and Upgrade	Amy Gillett Bike Bikeway – Mount Torrens to Birdwood	\$4,800,000 <del>\$2,600,000</del>
Adelaide Hills Council	Construction and Upgrade	Amy Gillett Bike Bikeway – Mount Torrens to Birdwood	\$500,000
<b>Other Contributions (Financial) (B)</b>			<b>\$5,300,000</b> <b>\$3,100,000</b>

<b>TOTAL COST ESTIMATE (A + B) (GST exclusive):</b>	<b>\$7,900,000</b> <b>\$5,700,000</b>
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**3. Amy Gillett Bikeway – Stage 4 Letter of Variation – Duration of Confidentiality**

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council’s decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 20.2 in confidence under sections 90(2) and 90(3)(j) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

<b>Item</b>	<b>Duration of Confidentiality NB: Item to be reviewed every 12 months if not released</b>
<b>Report</b>	<b>19 December 2024 or upon finalisation of all relevant agreements with the State and Federal Governments, whichever is the earlier.</b>
<b>Related Attachments</b>	<b>19 December 2024 or upon finalisation of all relevant agreements with the State and Federal Governments, whichever is the earlier.</b>
<b>Minutes</b>	<b>19 December 2024 or upon finalisation of all relevant agreements with the State and Federal Governments, whichever is the earlier.</b>
<b>Other</b>	<b>N/A</b>

Notwithstanding, the fact that the Council is working with other levels of government to find a way to complete the Amy Gillett Bikeway extension within available funding levels shall not be subject to the confidentiality order.

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.